

06-17-1998

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6-12-98*



RECOR 100740645
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other Assignment of Security Interest

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
5/8/98

Name ING (U.S.) Capital Corporation

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Foothill Capital Corporation, as agent

DBA/AKA/TA _____

Composed of _____

Address (line 1) 11111 Santa Monica Boulevard

Address (line 2) Suite 1500

Address (line 3) Los Angeles CA 90025
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization California

06/17/1998 T1011 0000078 1966219

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231
REEL: 1741 FRAME: 0476

RECEIVED
JAN 19 1998
ASSIGNMENT

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,966,219"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1,967,759"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

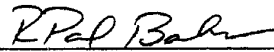
Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

R. Paul Barkes, Esq.



6/10/98

Name of Person Signing

Signature

Date Signed

SCHEDULE I

REGISTERED U.S. TRADEMARKS

<u>REGISTRATION NO.</u>	<u>DATE OF REGISTRATION</u>	<u>MARK</u>
<u>1,966,219</u>	April 9, 1996	1-800-TalkUSA
<u>1,967,759</u>	April 16, 1996	TalkUSA

PENDING U.S. TRADEMARK APPLICATIONS

<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>MARK</u>
	None	

TRADEMARK LICENSES

Trademark Licenses with respect to which
Pledgor is a licensor:

<u>Licensee</u>	<u>License</u>	<u>Trademark and Registration or Serial Number</u>
	None	

Schedule I -- Page -1-

TRADEMARK
REEL: 1741 FRAME: 0478



Trademarks and Trademark Applications with respect to which
Pledgor is a licensee:

<u>Licenser</u>	<u>License</u>	<u>Trademark and Registration or Serial Number</u>
	None	

ASSIGNMENT OF RIGHTS

THIS ASSIGNMENT OF RIGHTS is executed as of May 8, 1998 by ING (U.S.) Capital Corporation, a Delaware corporation ("ING").

W I T N E S S E T H:

WHEREAS, PhoneTel Technologies, Inc., an Ohio corporation ("Borrower"), the Lenders Signatory thereto, and ING, formerly as agent to the Lenders (in such capacity "Agent"), are parties to that certain Credit Agreement, dated as of May 30, 1997 (the "Credit Agreement")

WHEREAS, Public Telephone Corporation, an Indiana corporation ("Pledgor") and Agent, on behalf of the Lenders, are parties to a certain Security Agreement dated as of May 30, 1997.

WHEREAS, Agent, on behalf of the Lenders, and Pledgor are parties to a certain Collateral Assignment and Trademark Security Agreement dated as of May 30, 1997, (the "Agreement"), pursuant to which Pledgor granted a security interest in and collateral assignment of the "Trademark Collateral" (as defined in the Agreement), including, without limitation, the registered trade marks, trademark applications, registered service marks and service mark applications as described in Schedule I attached hereto together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby, to Agent, for the benefit of the Lenders, as security for Pledgor's obligations to the Lenders under the Security Agreement;

WHEREAS, the Agreement was recorded by the Patent and Trademark Office at Reel 1581, Frame 0549 therein on June 10, 1997; and

WHEREAS, Foothill Capital Corporation, a California corporation, has been appointed successor agent for the Lenders under the Credit Agreement (in such capacity, "New Agent");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent, for itself and the other Lenders, hereby assigns, grants and conveys to New Agent, for itself and the other Lenders, without any representation, recourse or undertaking by Agent, all of the right, title and interest of Agent, for itself and the other Lenders, if any, in and to the Trademark Collateral appearing in Schedule I attached hereto together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby.

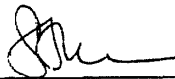
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TRADEMARK
REEL: 1741 FRAME: 0480



IN WITNESS WHEREOF, Agent has caused this Assignment of Rights to be duly executed by its duly authorized officer as of the day and year first above written.

ING (U.S.) Capital Corporation, as agent

By: 
Its: VP



STATE OF _____)
) ss.
 COUNTY OF _____)

On this 5 day of June, 1998 before me personally appeared Steve Fleencer known to me to be the individual who executed the foregoing instrument and acknowledged to me that he/she executed the same as the duly authorized officer above designated of ING (U.S.) Capital Corporation.

C. L. Orr

 Notary Public

Cobb County, GA

My commission expires May 6, 2002
Notary Public, Douglas County, Georgia