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**RECORDATION FORM COVER SHEET
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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 # _____
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Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other Assignment of Security Agreement
- Effective Date
Month Day Year
1/26/00

Conveying Party

Mark if additional names of conveying parties attached

Name FOOTHILL CAPITAL CORPORATION

Execution Date
Month Day Year
1/26/00

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization California

Receiving Party

Mark if additional names of receiving parties attached

Name IRONWOOD TELECOM LLC

DBA/AKA/TA _____

Composed of _____

Address (line 1) 555 Zang Street

Address (line 2) Suite 300

Address (line 3) Lakewood Colorado 80228
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association

Other Limited Liability Company

Citizenship/State of Incorporation/Organization Colorado

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.)

04/11/2000 TTON11 00000294 102500 2191090

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01 FC:401 40.00 CH
02 FC:402 275.00 CH

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Mail documents to be recorded with required cover sheet(s) information to:
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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

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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)

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.

Mary H. Rose

Mary H. Rose

1/26/00

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, FOOTHILL CAPITAL CORPORATION, a California corporation ("Foothill"), hereby sells, assigns and transfers to IRONWOOD TELECOM LLC, a Colorado limited liability company ("Ironwood"), all of Foothill's right, title and interest in, to and under the following:

1. That certain Intellectual Property Security Agreement dated April 9, 1999, as amended (the "Security Agreement"), between Incomnet Communications Corporation, a Delaware corporation ("Debtor"), and Foothill; and

2. All of the collateral ("Collateral") described in the Security Agreement, which Collateral consists of the following:

(i) Each of the trademarks and rights and interest which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(ii) All of Debtor's right, title, and interest in and to the trademarks and trademark registrations listed on Schedule A, attached hereto, as the same may be updated from time to time;

(iii) All of Debtor's rights to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Debtor or in the name of Ironwood for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(iv) All general intangibles relating to the foregoing; and

(v) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

3. The assignment provided for in this Assignment of Intellectual Property Security Agreement is subject to the terms of that certain Assignment and Acceptance, dated as of January 26, 2000, among Foothill, Ironwood, Debtor, and Incomnet, Inc., a Delaware corporation.

DATED: January 26, 2000

FOOTHILL CAPITAL CORPORATION,
a California corporation ("Assignor")

By: Sheri Fenerbor
Name: Sheri Fenerbor
Title: VP

IRONWOOD TELECOM LLC,
a Colorado limited liability corporation
("Assignee")

By: John P. Hill, Jr.
Name: John P. Hill, Jr.
Title: Co-MANAGER

ACCEPTED AND AGREED TO:

INCOMNET COMMUNICATIONS CORPORATION,
a Delaware corporation ("Debtor")

By: Stephen A. Garcia
Name: Stephen A. Garcia
Title: VP/CFO

CLIENT OF THE FEDERAL BUREAU OF INVESTIGATION
COMMUNICATIONS SECTION
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3/3/00
FEDERAL BUREAU OF INVESTIGATION
COMMUNICATIONS SECTION
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APPROPRIATE TO THE UNITED STATES DEPARTMENT OF JUSTICE
PATENT AND TRADEMARK OFFICE ARLINGTON, VA
22203
Jean T. Baydonas
(Typed or Printed Name of Person Making Paper or Filing)
Jean T. Baydonas
(Signature of Person Making Paper or Filing)

SCHEDULE "A"

REGISTERED TRADEMARKS AND SERVICE MARKS

Trademark	Number and Date	Owner
SUCCESS HAPPENS AND DESIGN	Registered Reg. No.: 2,191,090 Reg. Date: September 22, 1998	INCOMNET COMMUNICATIONS CORPORATION
SIMPLY CALIFORNIA	Registered Reg. No.: 2,211,643 Reg. Date: December 15, 1998	INCOMNET COMMUNICATIONS CORPORATION
EASYONE	Registered Reg. No.: 2,144,275 Reg. Date: March 17, 1998	INCOMNET COMMUNICATIONS CORPORATION
NO SURPRISES	Registered Reg. No.: 2,148,932 Reg. Date: April 7, 1998	INCOMNET COMMUNICATIONS CORPORATION
GLOBALSAVER	Registered Reg. No.: 2,032,566 Reg. Date: January 21, 1997	INCOMNET COMMUNICATIONS CORPORATION
NATIONAL TELEPHONE & COMMUNICATIONS	Registered Reg. No.: 1,892,101 Reg. Date: May 2, 1995	INCOMNET COMMUNICATIONS CORPORATION
SIMPLE CHOICE INTERNATIONAL	Pending Serial No.: 75-222,830 File Date: January 8, 1997	INCOMNET COMMUNICATIONS CORPORATION
EXECUTIVE NO SURPRISES	Pending Serial No.: 75-222,831 File Date: January 8, 1997	INCOMNET COMMUNICATIONS CORPORATION
SIMPLE CHOICE	Pending Serial No.: 75-222,832 File Date: January 8, 1997	INCOMNET COMMUNICATIONS CORPORATION
SUCCESS HAPPENS WORLDWIDE	Pending Serial No.: 75-398,293 File Date: December 1, 1997	INCOMNET COMMUNICATIONS CORPORATION

Trademark	Number and Date	Owner
SUCCESS HAPPENS	Pending Serial No.: 75-398,294 File Date: December 1, 1997	INCOMNET COMMUNICATIONS CORPORATION
NEXTCOM WORLDWIDE TELECOMMUNICATIONS	Pending Serial No.: 75-461,351 File Date: April 2, 1998	INCOMNET COMMUNICATIONS CORPORATION