

09-13-2000

FORM PTO-1594  
1-31-92



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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **Tritel Communications, Inc.**

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State (TX)
- Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

Execution Date: July 17, 2000

2. Name and address of receiving party(ies):

Name: Barclays Bank PLC, as Administrative Agent  
 Internal Address: \_\_\_\_\_  
 Street Address: 388 Market Street, Suite 1700  
 City: San Francisco State: CA ZIP: 94111

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other Banking corporation organized under the laws of England and Wales

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 75/543,678

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kristopher E. Ahrend, Esq.  
 Internal Address: Simpson Thacher & Bartlett  
 \_\_\_\_\_  
 Street Address: 425 Lexington Avenue  
 \_\_\_\_\_  
 City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): ..... \$40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Kristopher E. Ahrend, Esq.  
Name of Person Signing

K Ahrend  
Signature

8/11/00  
Date

Total number of pages comprising cover sheet: 48

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Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231

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GUARANTEE AND COLLATERAL AGREEMENT

made by

TRINTEL COMMUNICATIONS, INC.

and certain of its Subsidiaries

in favor of

BARCLAYS BANK PLC,  
as Administrative Agent

Dated as of July 17, 2000

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## GUARANTEE AND COLLATERAL AGREEMENT

GUARANTEE AND COLLATERAL AGREEMENT, dated as of July 17, 2000, made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "Grantors"), in favor of BARCLAYS BANK PLC, as Administrative Agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of July 17, 2000 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TrinTel Communications, Inc. (the "Borrower"), the Lenders and the Administrative Agent.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower is a member of an affiliated group of companies that includes each other Grantor;

WHEREAS, the proceeds of the extensions of credit under the Credit Agreement will be used in part to enable the Borrower to make valuable transfers to one or more of the other Grantors in connection with the operation of their respective businesses;

WHEREAS, the Borrower and the other Grantors are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered this Agreement to the Administrative Agent for the ratable benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent, for the ratable benefit of the Lenders, as follows:

### SECTION 1. DEFINED TERMS

1.1 Definitions. (a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement, and the following terms are used herein as defined in the New York UCC: Accounts, Certificated Security, Chattel Paper, Documents, Equipment, Farm Products, Instruments and Inventory.

(b) The following terms shall have the following meanings:

"Agreement": this Guarantee and Collateral Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

"Borrower Obligations": the collective reference to the unpaid principal of and interest on the Loans and Reimbursement Obligations and all other obligations and liabilities of the

Borrower (including, without limitation, interest accruing at the then applicable rate provided in the Credit Agreement after the maturity of the Loans and Reimbursement Obligations and interest accruing at the then applicable rate provided in the Credit Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) to the Administrative Agent or any Lender (or, in the case of any Lender Hedge Agreement, any Affiliate of any Lender), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Credit Agreement, this Agreement, the other Loan Documents, any Letter of Credit, any Lender Hedge Agreement or any other document made, delivered or given in connection with any of the foregoing, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Administrative Agent or to the Lenders that are required to be paid by the Borrower pursuant to the terms of any of the foregoing agreements).

“Collateral”: as defined in Section 3.

“Collateral Account”: any collateral account established by the Administrative Agent as provided in Section 6.1 or 6.4.

“Copyrights”: (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed in Schedule 6), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, and (ii) the right to obtain all renewals thereof.

“Copyright Licenses”: any written agreement naming any Grantor as licensor or licensee (including, without limitation, those listed in Schedule 6), granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.

“Deposit Account”: as defined in the Uniform Commercial Code of any applicable jurisdiction and, in any event, including, without limitation, any demand, time, savings, passbook or like account maintained with a depository institution.

“Foreign Subsidiary”: any Subsidiary organized under the laws of any jurisdiction outside the United States of America.

“Foreign Subsidiary Voting Stock”: the voting Capital Stock of any Foreign Subsidiary.

“General Intangibles”: all “general intangibles” as such term is defined in Section 9-106 of the New York UCC and, in any event, including, without limitation, with respect to any Grantor, all contracts, agreements, instruments and indentures in any form, and portions thereof, to which such Grantor is a party or under which such Grantor has any right, title or interest or to

which such Grantor or any property of such Grantor is subject, as the same may from time to time be amended, supplemented or otherwise modified, including, without limitation, (i) all rights of such Grantor to receive moneys due and to become due to it thereunder or in connection therewith, (ii) all rights of such Grantor to damages arising thereunder and (iii) all rights of such Grantor to perform and to exercise all remedies thereunder, in each case to the extent the terms thereof (after giving effect to any consent that has been obtained, it being understood that such Grantor is not obligated to obtain any such consent) do not prohibit the grant by such Grantor of a security interest pursuant to this Agreement in its right, title and interest therein without the consent of any other party thereto and do not give any other party thereto the right to terminate its obligations thereunder; provided, that the foregoing limitation shall not affect, limit, restrict or impair the grant by such Grantor of a security interest pursuant to this Agreement in any Receivable or any money or other amounts due or to become due or other right to payment under any such contract, agreement, instrument or indenture.

“Guarantor Obligations”: with respect to any Guarantor, all obligations and liabilities of such Guarantor which may arise under or in connection with this Agreement (including, without limitation, Section 2) or any other Loan Document to which such Guarantor is a party, in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Administrative Agent or to the Lenders that are required to be paid by such Guarantor pursuant to the terms of this Agreement or any other Loan Document).

“Guarantors”: the collective reference to each Grantor other than the Borrower.

“Intellectual Property”: the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

“Intercompany Note”: any promissory note evidencing loans made by any Grantor to any of its Subsidiaries.

“Investment Property”: the collective reference to (i) all “investment property” as such term is defined in Section 9-115 of the New York UCC (other than any Foreign Subsidiary Voting Stock excluded from the definition of “Pledged Stock”) and (ii) whether or not constituting “investment property” as so defined, all Pledged Notes and all Pledged Stock.

“Issuers”: the collective reference to each issuer of any Investment Property.

“Lender Hedge Agreements”: all Hedge Agreements entered into by the Borrower with any Lender (or any Affiliate of any Lender), in each case to the extent required by the terms of the Credit Agreement to be entered into by the Borrower.

"New York UCC": the Uniform Commercial Code as from time to time in effect in the State of New York.

"Obligations": (i) in the case of the Borrower, the Borrower Obligations, and (ii) in the case of each Guarantor, its Guarantor Obligations.

"Patents": (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to in Schedule 6, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to in Schedule 6, and (iii) all rights to obtain any reissues or extensions of the foregoing.

"Patent License": all written agreements providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule 6.

"Pledged Notes": all promissory notes listed on Schedule 2, all Intercompany Notes at any time issued to any Grantor and all other promissory notes issued to or held by any Grantor (other than promissory notes issued in connection with extensions of trade credit by any Grantor in the ordinary course of business).

"Pledged Stock": the shares of Capital Stock listed on Schedule 2, together with any other shares, stock certificates, options, interests or rights of any nature whatsoever in respect of the Capital Stock of any Person that may be issued or granted to, or held by, any Grantor while this Agreement is in effect; provided that in no event shall more than 66% of the total outstanding Foreign Subsidiary Voting Stock of any Foreign Subsidiary be required to be pledged hereunder.

"Proceeds": all "proceeds" as such term is defined in Section 9-306(1) of the New York UCC and, in any event, shall include, without limitation, all dividends or other income from the Investment Property, collections thereon or distributions or payments with respect thereto.

"Receivable": any right to payment for goods sold or leased or for services rendered, whether or not such right is evidenced by an Instrument or Chattel Paper and whether or not it has been earned by performance (including, without limitation, any Account).

"Securities Act": the Securities Act of 1933, as amended.

"Trademarks": (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or



otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule 6, and (ii) the right to obtain all renewals thereof.

“Trademark License”: any written agreement providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 6.

1.2 Other Definitional Provisions. (a) The words “hereof,” “herein,” “hereto” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section and Schedule references are to this Agreement unless otherwise specified.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(c) Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor’s Collateral or the relevant part thereof.

## SECTION 2. GUARANTEE

2.1 Guarantee. (a) Each of the Guarantors hereby, jointly and severally, unconditionally and irrevocably, guarantees to the Administrative Agent, for the ratable benefit of the Lenders and their respective successors, indorsees, transferees and assigns, the prompt and complete payment and performance by the Borrower when due (whether at the stated maturity, by acceleration or otherwise) of the Borrower Obligations.

(b) Anything herein or in any other Loan Document to the contrary notwithstanding, the maximum liability of each Guarantor hereunder and under the other Loan Documents shall in no event exceed the amount which can be guaranteed by such Guarantor under applicable federal and state laws relating to the insolvency of debtors (after giving effect to the right of contribution established in Section 2.2).

(c) Each Guarantor agrees that the Borrower Obligations may at any time and from time to time exceed the amount of the liability of such Guarantor hereunder without impairing the guarantee contained in this Section 2 or affecting the rights and remedies of the Administrative Agent or any Lender hereunder.

(d) The guarantee contained in this Section 2 shall remain in full force and effect until all the Borrower Obligations and the obligations of each Guarantor under the guarantee contained in this Section 2 shall have been satisfied by payment in full, no Letter of Credit shall be outstanding and the Commitments shall be terminated, notwithstanding that from time to time during the term of the Credit Agreement the Borrower may be free from any Borrower Obligations.

(e) No payment made by the Borrower, any of the Guarantors, any other guarantor or any other Person or received or collected by the Administrative Agent or any Lender from the Borrower, any of the Guarantors, any other guarantor or any other Person by virtue of any action or proceeding or

any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Borrower Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Guarantor hereunder which shall, notwithstanding any such payment (other than any payment made by such Guarantor in respect of the Borrower Obligations or any payment received or collected from such Guarantor in respect of the Borrower Obligations), remain liable for the Borrower Obligations up to the maximum liability of such Guarantor hereunder until the Borrower Obligations are paid in full, no Letter of Credit shall be outstanding and the Commitments are terminated.

2.2 Right of Contribution. Each Guarantor hereby agrees that to the extent that a Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Guarantor shall be entitled to seek and receive contribution from and against any other Guarantor hereunder which has not paid its proportionate share of such payment. Each Guarantor's right of contribution shall be subject to the terms and conditions of Section 2.3. The provisions of this Section 2.2 shall in no respect limit the obligations and liabilities of any Guarantor to the Administrative Agent and the Lenders, and each Guarantor shall remain liable to the Administrative Agent and the Lenders for the full amount guaranteed by such Guarantor hereunder.

2.3 No Subrogation. Notwithstanding any payment made by any Guarantor hereunder or any set-off or application of funds of any Guarantor by the Administrative Agent or any Lender, no Guarantor shall be entitled to be subrogated to any of the rights of the Administrative Agent or any Lender against the Borrower or any other Guarantor or any collateral security or guarantee or right of offset held by the Administrative Agent or any Lender for the payment of the Borrower Obligations, nor shall any Guarantor seek or be entitled to seek any contribution or reimbursement from the Borrower or any other Guarantor in respect of payments made by such Guarantor hereunder, until all amounts owing to the Administrative Agent and the Lenders by the Borrower on account of the Borrower Obligations are paid in full, no Letter of Credit shall be outstanding and the Commitments are terminated. If any amount shall be paid to any Guarantor on account of such subrogation rights at any time when all of the Borrower Obligations shall not have been paid in full, such amount shall be held by such Guarantor in trust for the Administrative Agent and the Lenders, segregated from other funds of such Guarantor, and shall, promptly upon receipt by such Guarantor, be turned over to the Administrative Agent in the exact form received by such Guarantor (duly indorsed by such Guarantor to the Administrative Agent, if required), to be applied against the Borrower Obligations, whether matured or unmatured, in such order as the Administrative Agent may determine.

2.4 Amendments, etc. with respect to the Borrower Obligations. To the maximum extent permitted by applicable law, each Guarantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against any Guarantor and without notice to or further assent by any Guarantor, any demand for payment of any of the Borrower Obligations made by the Administrative Agent or any Lender may be rescinded by the Administrative Agent or such Lender and any of the Borrower Obligations continued, and the Borrower Obligations, or the liability of any other Person upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by the Administrative Agent or any Lender, and the Credit Agreement and the other Loan Documents and any other documents executed and delivered in connection therewith may be amended, modified, supplemented or terminated, in whole or in part, as the Administrative Agent (or the Required Lenders or all Lenders, as the case may be) may deem

advisable from time to time, and any collateral security, guarantee or right of offset at any time held by the Administrative Agent or any Lender for the payment of the Borrower Obligations may be sold, exchanged, waived, surrendered or released. Except to the extent required by applicable law, neither the Administrative Agent nor any Lender shall have any obligation to protect, secure, perfect or insure any Lien at any time held by it as security for the Borrower Obligations or for the guarantee contained in this Section 2 or any property subject thereto.

**2.5 Guarantee Absolute and Unconditional.** Each Guarantor waives any and all notice of the creation, renewal, extension or accrual of any of the Borrower Obligations and notice of or proof of reliance by the Administrative Agent or any Lender upon the guarantee contained in this Section 2 or acceptance of the guarantee contained in this Section 2; the Borrower Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon the guarantee contained in this Section 2; and all dealings between the Borrower and any of the Guarantors, on the one hand, and the Administrative Agent and the Lenders, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon the guarantee contained in this Section 2. Each Guarantor waives diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon the Borrower or any of the Guarantors with respect to the Borrower Obligations. Each Guarantor understands and agrees that the guarantee contained in this Section 2 shall be construed as a continuing, absolute and unconditional guarantee of payment to the maximum extent permitted by applicable law without regard to (a) the validity or enforceability of the Credit Agreement or any other Loan Document, any of the Borrower Obligations or any other collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by the Administrative Agent or any Lender, (b) any defense, set-off or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by the Borrower or any other Person against the Administrative Agent or any Lender, or (c) any other circumstance whatsoever (with or without notice to or knowledge of the Borrower or such Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of the Borrower for the Borrower Obligations, or of such Guarantor under the guarantee contained in this Section 2, in bankruptcy or in any other instance. When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any Guarantor, the Administrative Agent or any Lender may, but shall be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as it may have against the Borrower, any other Guarantor or any other Person or against any collateral security or guarantee for the Borrower Obligations or any right of offset with respect thereto, and any failure by the Administrative Agent or any Lender to make any such demand, to pursue such other rights or remedies or to collect any payments from the Borrower, any other Guarantor or any other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of the Borrower, any other Guarantor or any other Person or any such collateral security, guarantee or right of offset, shall not relieve any Guarantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Administrative Agent or any Lender against any Guarantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

**2.6 Reinstatement.** The guarantee contained in this Section 2 shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Borrower Obligations is rescinded or must otherwise be restored or returned by the Administrative Agent or any Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the

Borrower or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Borrower or any Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

2.7 Payments. Each Guarantor hereby guarantees that payments hereunder will be paid to the Administrative Agent without set-off or counterclaim in Dollars at the Funding Office.

### SECTION 3. GRANT OF SECURITY INTEREST

Each Grantor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Lenders, a security interest in, all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

- (a) all Accounts;
- (b) all Chattel Paper;
- (c) all Deposit Accounts;
- (d) all Documents;
- (e) all Equipment;
- (f) all General Intangibles;
- (g) all Instruments;
- (h) all Intellectual Property;
- (i) all Inventory;
- (j) all Investment Property;
- (k) all other personal property not otherwise described above;
- (l) all books and records pertaining to the Collateral; and
- (m) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

## SECTION 4. REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby represents and warrants to the Administrative Agent and each Lender that:

4.1 Title; No Other Liens. Except for the security interest granted to the Administrative Agent for the ratable benefit of the Lenders pursuant to this Agreement and the other Liens permitted to exist on the Collateral by the Credit Agreement, such Grantor owns each item of the Collateral free and clear of any and all Liens. No financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as have been filed in favor of the Administrative Agent, for the ratable benefit of the Lenders, pursuant to this Agreement or as are permitted by the Credit Agreement.

4.2 Perfected First Priority Liens. The security interests granted pursuant to this Agreement:

(a) upon completion of the filings and other actions specified on Schedule 3 (which, in the case of all filings and other documents referred to on said Schedule, have been delivered to the Administrative Agent in completed and duly executed form) will constitute valid perfected security interests in all of the Collateral in favor of the Administrative Agent, for the ratable benefit of the Lenders, as collateral security for such Grantor's Obligations, enforceable in accordance with the terms hereof, subject to the effects of bankruptcy, insolvency, fraudulent transfer and conveyance, reorganization, moratorium and other similar laws with respect to or affecting creditors' rights generally, general equitable principles, and implied covenants of good faith and fair dealing; and

(b) are and will be prior to all other Liens on the Collateral except for Liens permitted by Section 7.3 of the Credit Agreement which have priority over the Liens on the Collateral by operation of law.

4.3 Jurisdiction of Organization; Chief Executive Office. On the date hereof, such Grantor's jurisdiction of organization and the location of such Grantor's chief executive office or sole place of business are specified on Schedule 4.

4.4 Inventory and Equipment. On the date hereof, the Inventory and the Equipment (other than mobile goods) are kept at the locations listed on Schedule 5.

4.5 Farm Products. None of the Collateral constitutes, or is the Proceeds of, Farm Products.

4.6 Investment Property. (a) The shares of Pledged Stock pledged by such Grantor hereunder constitute all the issued and outstanding shares of all classes of the Capital Stock of each Issuer owned by such Grantor or, in the case of Foreign Subsidiary Voting Stock, if less, 66% of the outstanding Foreign Subsidiary Voting Stock of each relevant Issuer.

(b) All the shares of the Pledged Stock have been duly and validly issued and are fully paid and nonassessable.

(c) Each of the Pledged Notes constitutes the legal, valid and binding obligation of the obligor with respect thereto, enforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

(d) Such Grantor is the record and beneficial owner of, and has good and marketable title to, the Investment Property pledged by it hereunder, free of any and all Liens or options in favor of, or claims of, any other Person, except the security interest created by this Agreement.

4.7 Receivables. (a) No amount payable to such Grantor under or in connection with any Receivable is evidenced by any Instrument or Chattel Paper which has not been delivered to the Administrative Agent.

(b) None of the obligors on any Receivables is a Governmental Authority.

(c) The amounts represented by such Grantor to the Lenders from time to time as owing to such Grantor in respect of the Receivables will at such times be accurate in all material respects.

4.8 Intellectual Property. (a) Schedule 6 lists all Patents, registered Trademarks, registered Copyrights and all applications relating thereto, all material unregistered Trademarks and Copyrights, and all Patent Licenses, Trademark Licenses and Copyright Licenses (except for any shrink-wrap licenses) owned by such Grantor in its own name on the date hereof.

(b) On the date hereof, all material Intellectual Property is valid, subsisting, unexpired and enforceable, has not been abandoned, and such Grantor does not infringe the intellectual property rights of any other Person.

(c) Except as set forth in Schedule 6, on the date hereof, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor.

(d) No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

(e) No action or proceeding is pending, or, to the knowledge of such Grantor, threatened, on the date hereof (i) seeking to limit, cancel or question the validity of any Intellectual Property or such Grantor's ownership interest therein, or (ii) which, if adversely determined, would have a material adverse effect on the value of any Intellectual Property.

## SECTION 5. COVENANTS

Each Grantor covenants and agrees with the Administrative Agent and the Lenders that, from and after the date of this Agreement until the Obligations shall have been paid in full, no Letter of Credit shall be outstanding and the Commitments shall have terminated:

5.1 Delivery of Instruments, Certificated Securities and Chattel Paper. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument, Certificated Security or Chattel Paper, such Instrument, Certificated Security or Chattel Paper shall be immediately delivered to the Administrative Agent, duly indorsed in a manner satisfactory to the Administrative Agent, to be held as Collateral pursuant to this Agreement.

5.2 [Reserved].

5.3 Payment of Obligations. Such Grantor will pay and discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all taxes, assessments and governmental charges or levies imposed upon the Collateral or in respect of income or profits therefrom, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Collateral, except that no such charge need be paid if the amount or validity thereof is currently being contested in good faith by appropriate proceedings, reserves in conformity with GAAP with respect thereto have been provided on the books of such Grantor and such proceedings could not reasonably be expected to result in the sale, forfeiture or loss of any material portion of the Collateral or any interest therein.

5.4 Maintenance of Perfected Security Interest; Further Documentation. (a) Such Grantor shall maintain the security interest created by this Agreement as a perfected security interest having at least the priority described in Section 4.2 and shall defend such security interest against the claims and demands of all Persons whomsoever.

(b) Such Grantor will furnish to the Administrative Agent and the Lenders from time to time statements and schedules further identifying and describing the assets and property of such Grantor and such other reports in connection therewith as the Administrative Agent may reasonably request, all in reasonable detail.

(c) At any time and from time to time, upon the written request of the Administrative Agent, and at the sole expense of such Grantor, such Grantor will promptly and duly execute and deliver, and have recorded, such further instruments and documents and take such further actions as the Administrative Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, (i) filing any financing or continuation statements under the Uniform Commercial Code (or other similar laws) in effect in any jurisdiction with respect to the security interests created hereby and (ii) in the case of Investment Property, Deposit Accounts and any other relevant Collateral, taking any actions necessary to enable the Administrative Agent to obtain "control" (within the meaning of the applicable Uniform Commercial Code) with respect thereto.

5.5 Changes in Locations, Name, etc. Such Grantor will not, except upon 15 days' prior written notice to the Administrative Agent and delivery to the Administrative Agent of (a) all additional executed financing statements and other documents reasonably requested by the Administrative Agent to maintain the validity, perfection and priority of the security interests provided for herein and (b) if applicable, a written supplement to Schedule 5 showing any additional location at which Inventory or Equipment shall be kept:

(i) permit any of the Inventory or Equipment to be kept at a location other than those listed on Schedule 5;

(ii) change its jurisdiction of organization or the location of its chief executive office or sole place of business from that referred to in Section 4.3; or

(iii) change its name, identity or corporate or other organizational structure to such an extent that any financing statement filed by the Administrative Agent in connection with this Agreement would become misleading.

5.6 Notices. Such Grantor will advise the Administrative Agent and the Lenders promptly, in reasonable detail, of:

(a) any Lien (other than security interests created hereby or Liens permitted under the Credit Agreement) on any of the Collateral which could reasonably be expected to have a material adverse effect on the ability of the Administrative Agent to exercise any of its remedies hereunder; and

(b) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the security interests created hereby.

5.7 Investment Property. (a) If such Grantor shall become entitled to receive or shall receive any certificate (including, without limitation, any certificate representing a dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), option or rights in respect of the Capital Stock of any Issuer, whether in addition to, in substitution of, as a conversion of, or in exchange for, any shares of the Pledged Stock, or otherwise in respect thereof, such Grantor shall accept the same as the agent of the Administrative Agent and the Lenders, hold the same in trust for the Administrative Agent and the Lenders and deliver the same promptly to the Administrative Agent in the exact form received, duly endorsed by such Grantor to the Administrative Agent, if required, together with an undated stock power covering such certificate duly executed in blank by such Grantor to be held by the Administrative Agent, subject to the terms hereof, as additional collateral security for the Obligations. Any sums paid upon or in respect of the Investment Property upon the liquidation or dissolution of any Issuer shall be paid over to the Administrative Agent to be held by it hereunder as additional collateral security for the Obligations, and in case any distribution of capital shall be made on or in respect of the Investment Property or any property shall be distributed upon or with respect to the Investment Property pursuant to the recapitalization or reclassification of the capital of any Issuer or pursuant to the reorganization thereof, the property so distributed shall, unless otherwise subject to a perfected security interest in favor



of the Administrative Agent, be delivered to the Administrative Agent to be held by it hereunder as additional collateral security for the Obligations. If any sums of money or property so paid or distributed in respect of the Investment Property shall be received by such Grantor, such Grantor shall, until such money or property is paid or delivered to the Administrative Agent, hold such money or property in trust for the Administrative Agent and the Lenders, segregated from other funds of such Grantor, as additional collateral security for the Obligations.

(b) Without the prior written consent of the Administrative Agent, such Grantor will not (i) vote to enable, or take any other action to permit, any Issuer to issue any Capital Stock of any nature or to issue any other securities convertible into or granting the right to purchase or exchange for any Capital Stock of any nature of any Issuer, (ii) sell, assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Investment Property or Proceeds thereof (except pursuant to a transaction expressly permitted by the Credit Agreement), (iii) create, incur or permit to exist any Lien or option in favor of, or any claim of any Person with respect to, any of the Investment Property or Proceeds thereof, or any interest therein, except for the security interests created by this Agreement or (iv) enter into any agreement or undertaking restricting the right or ability of such Grantor or the Administrative Agent to sell, assign or transfer any of the Investment Property or Proceeds thereof.

(c) In the case of each Grantor which is an Issuer, such Issuer agrees that (i) it will be bound by the terms of this Agreement relating to the Investment Property issued by it and will comply with such terms insofar as such terms are applicable to it, (ii) it will notify the Administrative Agent promptly in writing of the occurrence of any of the events described in Section 5.7(a) with respect to the Investment Property issued by it and (iii) the terms of Sections 6.3(c) and 6.7 shall apply to it, mutatis mutandis, with respect to all actions that may be required of it pursuant to Section 6.3(c) or 6.7 with respect to the Investment Property issued by it.

5.8 Receivables. (a) Other than in the ordinary course of business consistent with its past practice, such Grantor will not (i) grant any extension of the time of payment of any Receivable, (ii) compromise or settle any Receivable for less than the full amount thereof, (iii) release, wholly or partially, any Person liable for the payment of any Receivable, (iv) allow any credit or discount whatsoever on any Receivable or (v) amend, supplement or modify any Receivable in any manner that could adversely affect the value thereof.

(b) Such Grantor will deliver to the Administrative Agent a copy of each material demand, notice or document received by it that questions or calls into doubt the validity or enforceability of more than 5% of the aggregate amount of the then outstanding Receivables.

5.9 Intellectual Property. (a) Such Grantor (either itself or through licensees) will (i) continue to use each material Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under such Trademark, (iii) use such Trademark with the appropriate notice of registration and all other notices and legends required by applicable Requirements of Law, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless the Administrative Agent, for the ratable benefit of the Lenders, shall obtain a perfected security interest in such mark pursuant to this Agreement, and (v) not (and not permit any

licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby such Trademark may become invalidated or impaired in any way.

(b) Such Grantor (either itself or through licensees) will not do any act, or omit to do any act, whereby any material Patent may become forfeited, abandoned or dedicated to the public.

(c) Such Grantor (either itself or through licensees) will not (and will not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any material portion of the Copyrights may become invalidated or otherwise impaired. Such Grantor will not (either itself or through licensees) do any act whereby any material portion of the Copyrights may fall into the public domain.

(d) Such Grantor (either itself or through licensees) will not knowingly infringe the intellectual property rights of any other Person.

(e) Such Grantor will notify the Administrative Agent and the Lenders immediately if it knows, or has reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court or tribunal in any country) regarding such Grantor's ownership of, or the validity of, any material Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

(f) Whenever such Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, such Grantor shall report such filing to the Administrative Agent within five Business Days after the last day of the fiscal quarter in which such filing occurs. Upon request of the Administrative Agent, such Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents, and papers as the Administrative Agent may request to evidence the Administrative Agent's and the Lenders' security interest in any Copyright, Patent or Trademark and the goodwill and general intangibles of such Grantor relating thereto or represented thereby.

(g) Such Grantor will take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each material application (and to obtain the relevant registration) and to maintain each registration of the material Intellectual Property, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(h) In the event that any material Intellectual Property is infringed, misappropriated or diluted by a third party, such Grantor shall (i) take such actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Intellectual Property and (ii) if such Intellectual Property is of material economic value, promptly notify the Administrative Agent after it learns thereof

and sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution.

## SECTION 6. REMEDIAL PROVISIONS

6.1 Certain Matters Relating to Receivables. (a) The Administrative Agent shall have the right to inspect the books and records of each Grantor in order to verify the Receivables, and each Grantor shall furnish all such assistance and information as the Administrative Agent may reasonably require in connection with such test verifications. At any time and from time to time, upon the Administrative Agent's request and, if an Event of Default shall have occurred and be continuing, at the expense of the relevant Grantor, such Grantor shall cause independent public accountants or others satisfactory to the Administrative Agent to furnish to the Administrative Agent reports showing reconciliations, aging and test verifications of, and trial balances for, the Receivables.

(b) The Administrative Agent hereby authorizes each Grantor to collect such Grantor's Receivables, subject to the Administrative Agent's direction and control, and the Administrative Agent may curtail or terminate said authority at any time after the occurrence and during the continuance of an Event of Default. If required by the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, any payments of Receivables, when collected by any Grantor, (i) shall be promptly (and, in any event, within two Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Administrative Agent if required, in a Collateral Account maintained under the sole dominion and control of the Administrative Agent, subject to withdrawal by the Administrative Agent for the account of the Lenders only as provided in Section 6.5, and (ii) until so turned over, shall be held by such Grantor in trust for the Administrative Agent and the Lenders, segregated from other funds of such Grantor. Each such deposit of Proceeds of Receivables shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit.

(c) At the Administrative Agent's request, if an Event of Default shall have occurred and be continuing, each Grantor shall deliver to the Administrative Agent all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Receivables, including, without limitation, all original orders, invoices and shipping receipts.

6.2 Communications with Obligors; Grantors Remain Liable. (a) The Administrative Agent in its own name or in the name of others may at any time after the occurrence and during the continuance of an Event of Default communicate with obligors under the Receivables to verify with them to the Administrative Agent's satisfaction the existence, amount and terms of any Receivables.

(b) Upon the request of the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, each Grantor shall notify obligors on the Receivables that the Receivables have been assigned to the Administrative Agent for the ratable benefit of the Lenders and that payments in respect thereof shall be made directly to the Administrative Agent.

(c) Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each of the Receivables to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto.

Neither the Administrative Agent nor any Lender shall have any obligation or liability under any Receivable (or any agreement giving rise thereto) by reason of or arising out of this Agreement or the receipt by the Administrative Agent or any Lender of any payment relating thereto, nor shall the Administrative Agent or any Lender be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Receivable (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

6.3 Pledged Stock. (a) Unless an Event of Default shall have occurred and be continuing and the Administrative Agent shall have given notice to the relevant Grantor of the Administrative Agent's intent to exercise its corresponding rights pursuant to Section 6.3(b), each Grantor shall be permitted to receive all cash dividends paid in respect of the Pledged Stock and all payments made in respect of the Pledged Notes, in each case paid in the normal course of business of the relevant Issuer and consistent with past practice, to the extent permitted in the Credit Agreement, and to exercise all voting and corporate or other organizational rights with respect to the Investment Property; provided, however, that no vote shall be cast or corporate or other organizational right exercised or other action taken which, in the Administrative Agent's reasonable judgment, would impair the Collateral or which would be inconsistent with or result in any violation of any provision of the Credit Agreement, this Agreement or any other Loan Document.

(b) If an Event of Default shall occur and be continuing and the Administrative Agent shall give notice of its intent to exercise such rights to the relevant Grantor or Grantors, (i) the Administrative Agent shall have the right to receive any and all cash dividends, payments or other Proceeds paid in respect of the Investment Property and make application thereof to the Obligations in such order as the Administrative Agent may determine, and (ii) any or all of the Investment Property shall be registered in the name of the Administrative Agent or its nominee, and the Administrative Agent or its nominee may thereafter exercise (x) all voting, corporate and other rights pertaining to such Investment Property at any meeting of shareholders of the relevant Issuer or Issuers or otherwise and (y) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Investment Property as if it were the absolute owner thereof (including, without limitation, the right to exchange at its discretion any and all of the Investment Property upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate or other organizational structure of any Issuer, or upon the exercise by any Grantor or the Administrative Agent of any right, privilege or option pertaining to such Investment Property, and in connection therewith, the right to deposit and deliver any and all of the Investment Property with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Administrative Agent may determine), all without liability except to account for property actually received by it, but the Administrative Agent shall have no duty to any Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing.

(c) Each Grantor hereby authorizes and instructs each Issuer of any Investment Property pledged by such Grantor hereunder to (i) comply with any instruction received by it from the Administrative Agent in writing that (x) states that an Event of Default has occurred and is continuing and (y) is otherwise in accordance with the terms of this Agreement, without any other or further

instructions from such Grantor, and each Grantor agrees that each Issuer shall be fully protected in so complying, and (ii) unless otherwise expressly permitted hereby, pay any dividends or other payments with respect to the Investment Property directly to the Administrative Agent.

6.4 Proceeds to be Turned Over To Administrative Agent. In addition to the rights of the Administrative Agent and the Lenders specified in Section 6.1 with respect to payments of Receivables, if an Event of Default shall occur and be continuing, all Proceeds received by any Grantor consisting of cash, checks and other near-cash items shall be held by such Grantor in trust for the Administrative Agent and the Lenders, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to the Administrative Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the Administrative Agent, if required). All Proceeds received by the Administrative Agent hereunder shall be held by the Administrative Agent in a Collateral Account maintained under its sole dominion and control. All Proceeds while held by the Administrative Agent in a Collateral Account (or by such Grantor in trust for the Administrative Agent and the Lenders) shall continue to be held as collateral security for all the Obligations and shall not constitute payment thereof until applied as provided in Section 6.5.

6.5 Application of Proceeds. At such intervals as may be agreed upon by the Borrower and the Administrative Agent, or, if an Event of Default shall have occurred and be continuing, at any time at the Administrative Agent's election, the Administrative Agent may apply all or any part of Proceeds constituting Collateral, whether or not held in any Collateral Account, in payment of the Obligations in such order as the Administrative Agent may elect, and any part of such funds which the Administrative Agent elects not so to apply and deems not required as collateral security for the Obligations shall be paid over from time to time by the Administrative Agent to the Borrower or to whomsoever may be lawfully entitled to receive the same. Any balance of such Proceeds remaining after the Obligations shall have been paid in full, no Letters of Credit shall be outstanding and the Commitments shall have terminated shall be paid over to the Borrower or to whomsoever may be lawfully entitled to receive the same.

6.6 Code and Other Remedies. If an Event of Default shall occur and be continuing, the Administrative Agent, on behalf of the Lenders, may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the New York UCC or any other applicable law. Without limiting the generality of the foregoing, the Administrative Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Administrative Agent or any Lender or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Administrative Agent or any Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Grantor, which right or equity is

hereby waived and released. Each Grantor further agrees, at the Administrative Agent's request if an Event of Default shall have occurred and be continuing, to assemble the Collateral and make it available to the Administrative Agent at places which the Administrative Agent shall reasonably select, whether at such Grantor's premises or elsewhere. The Administrative Agent shall apply the net proceeds of any action taken by it pursuant to this Section 6.6, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Administrative Agent and the Lenders hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in such order as the Administrative Agent may elect, and only after such application and after the payment by the Administrative Agent of any other amount required by any provision of law, including, without limitation, Section 9-504(1)(c) of the New York UCC, need the Administrative Agent account for the surplus, if any, to any Grantor. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands it may acquire against the Administrative Agent or any Lender arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

6.7 Registration Rights. (a) Each Grantor recognizes that the Administrative Agent may be unable to effect a public sale of any or all the Pledged Stock, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Administrative Agent shall be under no obligation to delay a sale of any of the Pledged Stock for the period of time necessary to permit the Issuer thereof to register such securities for public sale under the Securities Act, or under applicable state securities laws, even if such Issuer would agree to do so.

(b) Each Grantor agrees to use its best efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of all or any portion of the Pledged Stock pursuant to this Section 6.7 valid and binding and in compliance with any and all other applicable Requirements of Law. Each Grantor further agrees that a breach of any of the covenants contained in this Section 6.7 will cause irreparable injury to the Administrative Agent and the Lenders, that the Administrative Agent and the Lenders have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 6.7 shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred under the Credit Agreement.

6.8 Waiver, Deficiency. Each Grantor waives and agrees not to assert any rights or privileges which it may acquire under Section 9-112 of the New York UCC. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay its Obligations and the fees and disbursements of any attorneys employed by the Administrative Agent or any Lender to collect such deficiency.

## SECTION 7. THE ADMINISTRATIVE AGENT

7.1 Administrative Agent's Appointment as Attorney-in-Fact, etc. (a) Each Grantor hereby irrevocably constitutes and appoints the Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives the Administrative Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do any or all of the following:

(1) in the name of such Grantor or its own name, or otherwise, take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Receivable or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Administrative Agent for the purpose of collecting any and all such moneys due under any Receivable or with respect to any other Collateral whenever payable;

(2) in the case of any Intellectual Property, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Administrative Agent may request to evidence the Administrative Agent's and the Lenders' security interest in such Intellectual Property and the goodwill and general intangibles of such Grantor relating thereto or represented thereby;

(3) pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, effect any repairs or any insurance called for by the terms of this Agreement and pay all or any part of the premiums therefor and the costs thereof;

(4) execute, in connection with any sale provided for in Section 6.6 or 6.7, any indorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(5) (1) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct; (2) ask or demand for, collect, and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (3) sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (4) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral; (5) defend any suit, action or proceeding brought against such Grantor with respect to any Collateral; (6) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Administrative

Agent may deem appropriate; (7) assign any Copyright, Patent or Trademark (along with the goodwill of the business to which any such Copyright, Patent or Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Administrative Agent shall in its sole discretion determine; and generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes, and do, at the Administrative Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things which the Administrative Agent deems necessary to protect, preserve or realize upon the Collateral and the Administrative Agent's and the Lenders' security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

Anything in this Section 7.1(a) to the contrary notwithstanding, the Administrative Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section 7.1(a) unless an Event of Default shall have occurred and be continuing.

(b) If any Grantor fails to perform or comply with any of its agreements contained herein, the Administrative Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement.

(c) The expenses of the Administrative Agent incurred in connection with actions undertaken as provided in this Section 7.1, together with interest thereon at a rate per annum equal to the highest rate per annum at which interest would then be payable on any category of past due ABR Loans under the Credit Agreement, from the date of payment by the Administrative Agent to the date reimbursed by the relevant Grantor, shall be payable by such Grantor to the Administrative Agent on demand.

(d) Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

**7.2 Duty of Administrative Agent.** The Administrative Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the New York UCC or otherwise, shall be to deal with it in the same manner as the Administrative Agent deals with similar property for its own account. Neither the Administrative Agent, any Lender nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Administrative Agent and the Lenders hereunder are solely to protect the Administrative Agent's and the Lenders' interests in the Collateral and shall not impose any duty upon the Administrative Agent or any Lender to exercise any such powers. The Administrative Agent and the Lenders shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.



7.3 Execution of Financing Statements. Pursuant to Section 9-402 of the New York UCC and any other applicable law, each Grantor authorizes the Administrative Agent to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of such Grantor in such form and in such offices as the Administrative Agent determines appropriate to perfect the security interests of the Administrative Agent under this Agreement. A photographic or other reproduction of this Agreement shall be sufficient as a financing statement or other filing or recording document or instrument for filing or recording in any jurisdiction.

7.4 Authority of Administrative Agent. Each Grantor acknowledges that the rights and responsibilities of the Administrative Agent under this Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Administrative Agent and the Lenders, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Administrative Agent and the Grantors, the Administrative Agent shall be conclusively presumed to be acting as agent for the Lenders with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

## SECTION 8. MISCELLANEOUS

8.1 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 10.1 of the Credit Agreement.

8.2 Notices. All notices, requests and demands to or upon the Administrative Agent or any Grantor hereunder shall be effected in the manner provided for in Section 10.2 of the Credit Agreement; provided that any such notice, request or demand to or upon any Guarantor shall be addressed to such Guarantor at its notice address set forth on Schedule 1.

8.3 No Waiver by Course of Conduct; Cumulative Remedies. Neither the Administrative Agent nor any Lender shall by any act (except by a written instrument pursuant to Section 8.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Administrative Agent or any Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Administrative Agent or such Lender would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

8.4 Enforcement Expenses; Indemnification. (a) Each Guarantor agrees to pay or reimburse each Lender and the Administrative Agent for all its costs and expenses incurred in collecting

against such Guarantor under the guarantee contained in Section 2 or otherwise enforcing or preserving any rights under this Agreement and the other Loan Documents to which such Guarantor is a party, including, without limitation, the fees and disbursements of counsel (including the allocated fees and expenses of in-house counsel) to each Lender and of counsel to the Administrative Agent.

(b) Each Guarantor agrees to pay, and to save the Administrative Agent and the Lenders harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Agreement.

(c) Each Guarantor agrees to pay, and to save the Administrative Agent and the Lenders harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement to the extent the Borrower would be required to do so pursuant to Section 10.5 of the Credit Agreement.

(d) The agreements in this Section 8.4 shall survive repayment of the Obligations and all other amounts payable under the Credit Agreement and the other Loan Documents.

8.5 Successors and Assigns. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Administrative Agent and the Lenders and their successors and assigns; provided that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Administrative Agent.

8.6 Set-Off. Each Grantor hereby irrevocably authorizes the Administrative Agent and each Lender at any time and from time to time while an Event of Default pursuant to Section 8(a) of the Credit Agreement shall have occurred and be continuing, without notice to such Grantor or any other Grantor, any such notice being expressly waived by each Grantor, to set-off and appropriate and apply any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by the Administrative Agent or such Lender to or for the credit or the account of such Grantor, or any part thereof in such amounts as the Administrative Agent or such Lender may elect, against and on account of the obligations and liabilities of such Grantor to the Administrative Agent or such Lender hereunder and claims of every nature and description of the Administrative Agent or such Lender against such Grantor, in any currency, whether arising hereunder, under the Credit Agreement, any other Loan Document or otherwise relating to the foregoing or to any Hedge Agreement, as the Administrative Agent or such Lender may elect, whether or not the Administrative Agent or any Lender has made any demand for payment and although such obligations, liabilities and claims may be contingent or unmatured. The Administrative Agent and each Lender shall notify such Grantor promptly of any such set-off and the application made by the Administrative Agent or such Lender of the proceeds thereof, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Administrative Agent and each Lender under this Section 8.6 are in addition to other rights and remedies (including, without limitation, other rights of set-off) which the Administrative Agent or such Lender may have.

8.7 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

8.8 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.9 Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

8.10 Integration. This Agreement and the other Loan Documents represent the agreement of the Grantors, the Administrative Agent and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent or any Lender relative to subject matter hereof and thereof not expressly set forth or referred to herein or in the other Loan Documents.

**8.11 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

8.12 Submission To Jurisdiction; Waivers. Each Grantor hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Grantor at its address referred to in Section 8.2 or at such other address of which the Administrative Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

8.13 Acknowledgments. Each Grantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party;

(b) neither the Administrative Agent nor any Lender has any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Grantors, on the one hand, and the Administrative Agent and Lenders, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Grantors and the Lenders.

8.14 Additional Grantors. Each Subsidiary of the Borrower that is required to become a party to this Agreement pursuant to Section 6.10 of the Credit Agreement shall become a Grantor for all purposes of this Agreement upon execution and delivery by such Subsidiary of an Assumption Agreement in the form of Annex 1 hereto.

8.15 Releases. (a) At such time as the Loans, the Reimbursement Obligations and the other Obligations (other than Obligations in respect of Lender Hedge Agreements) shall have been paid in full, the Commitments have been terminated and no Letters of Credit shall be outstanding, the Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, the Administrative Agent shall promptly deliver to such Grantor any Collateral held by the Administrative Agent hereunder, and promptly execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

(b) If any of the Collateral shall be sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Credit Agreement, then the Administrative Agent, at the request and sole expense of such Grantor, shall promptly execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Collateral. At the request and sole expense of the Borrower, a Subsidiary Guarantor shall be promptly released from its obligations hereunder in the event that all the Capital Stock of such Subsidiary Guarantor shall be sold, transferred or otherwise disposed of in a transaction permitted by the Credit Agreement; provided that the Borrower shall have delivered to the Administrative Agent, at least ten Business Days prior to the date of the proposed release, a written request for release identifying the relevant Subsidiary Guarantor and the terms of the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by the

Borrower stating that such transaction is in compliance with the Credit Agreement and the other Loan Documents.

**8.16 WAIVER OF JURY TRIAL. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.**

IN WITNESS WHEREOF, each of the undersigned has caused this Guarantee and Collateral Agreement to be duly executed and delivered as of the date first above written.

TRINTEL COMMUNICATIONS, INC.

By: Tracy Schurr  
Title: Vice President

SDS WIRELESS, INC.

By: Tracy Schurr  
Title: Vice President

TRINITY WIRELESS SERVICES, INC.

By: Tracy Schurr  
Title: Vice President

TRINITY WIRELESS TOWERS, INC.

By: Tracy Schurr  
Title: Vice President

MIOP, INC.

By: Tracy Schurr  
Title: Vice President

Schedule 1

NOTICE ADDRESSES OF GUARANTORS

c/o Trintel Communications, Inc.  
2201 West Royal Lane  
Suite 210  
Irving, Texas 75063  
Richard L. Travis, Jr., Chief Financial Officer  
Telecopy: (972) 869-1215  
Telephone: (972) 869-3500

with copy to: Tracy A. Schrader, General Counsel  
Telecopy: (972) 869-1215  
Telephone: (972) 869-3500

and copy to: Baker Botts L.L.P.  
2001 Ross Avenue  
Dallas, Texas 75201  
Attention: C. Neel Lemon, III  
Telecopy: (214) 953-6503  
Telephone: (214) 953-6500

Schedule 2

DESCRIPTION OF INVESTMENT PROPERTY

**Pledged Stock:**

<u>Issuer</u>	<u>Class of Stock</u>	<u>Stock Certificate</u>	<u>Number of Shares</u>
SDS Wireless, Inc.	Common	No. 1	500,000
Trinity Wireless Services, Inc.	Common	No. 5	215,000
Trinity Wireless Towers, Inc.	Common	No. 5	500,000
Miop, Inc.	Common	No. CS-1	1,000

**Pledged Notes:**

None.



Schedule 3

FILINGS AND OTHER ACTIONS  
REQUIRED TO PERFECT SECURITY INTERESTS

Uniform Commercial Code Filings

NAME	JURISDICTION
TrinTel Communications, Inc.	TX-Secretary of State
SDS Wireless, Inc.	MI-Secretary of State MI-Wayne* OH-Secretary of State OH-Cuyahoga** TX-Secretary of State
Trinity Wireless Services, Inc.	MI-Secretary of State MI-Livingston* TX-Secretary of State
Trinity Wireless Towers, Inc.	GA-Bulloch IL-Secretary of State IN-Secretary of State LA-Washington MI-Secretary of State MI-Allegan* MI-Branch* MI-Calhoun* MI-Eaton* MI-Genesee* MI-Jackson* MI-Kalamazoo* MI-Kent* MI-Lapeer* MI-Lenawee* MI-Saginaw* MI-St. Clair* MI-Wayne* MN-Secretary of State MS-Secretary of State MS-Pearl River** OH-Secretary of State OH-Columbiana** OH-Clinton** OH-Crawford** OH-Darke** OH-Fayette**

- \*Fixture Filing
- \*\*Fixture Filing and Local Filing
- \*\*\*Local Filing Only

DAL02.072522

	OH-Logan** OH-Lucas** OH-Madison** OH-Marion** OH-Ottawa** OH-Sandusky** OH-Shelby** OH-Tuscarawas** OH-Union** OH-Washington*** OH-Wayne** OH-Williams** OH-Wood** OR-Secretary of State SC-Secretary of State TX-Secretary of State WA-Secretary of State
MIOP, Inc.	MI-Secretary of State MI-Barry* MI-Cass* MI-Genesee* MI-Ingham* MI-Jackson* MI-Kalamazoo* MI-Mason* MI-Monroe* MI-Montcalm* MI-Ottawa* MI-St.Clair* MI-Saginaw* MI-Washtenaw* MI-Wayne* OH-Secretary of State OH-Crawford** OH-Cuyahoga** OH-Darke** OH-Logan** OH-Lucas** OH-Mahoning** OH-Muskingum** OH-Richland** OH-Stark** TX-Secretary of State

\*Fixture Filing

\*\*Fixture Filing and Local Filing

\*\*\*Local Filing Only

DAL02:272522

Patent and Trademark Filings

Filing with the U.S. Patent & Trademark Office with respect to application number 75/543,678 for the name "TrinTel"

Actions with respect to Pledged Stock

None.

Other Actions

Security interests in Chattel Paper, Instruments and cash may only be perfected by possession. Deposit Accounts must be under the sole dominion and control of the Administrative Agent. Investment Property held by a financial intermediary must be subject to a control agreement. Stock to be delivered with executed blank stock power.

Schedule 4

LOCATION OF JURISDICTION OF ORGANIZATION AND CHIEF EXECUTIVE OFFICE

<u>Grantor</u>	<u>Jurisdiction of Organization</u>	<u>Chief Executive Office</u>
TrinTel Communications, Inc.	Texas	2201 West Royal Lane Suite 210 Irving, Texas 75063
SDS Wireless, Inc.	Texas	2201 West Royal Lane Suite 210 Irving, Texas 75063
Trinity Wireless Services, Inc.	Texas	2201 West Royal Lane Suite 210 Irving, Texas 75063
Trinity Wireless Towers, Inc.	Texas	2201 West Royal Lane Suite 210 Irving, Texas 75063
MIOP, Inc.	Michigan	2201 West Royal Lane Suite 210 Irving, Texas 75063

Schedule 5

LOCATIONS OF INVENTORY AND EQUIPMENT

**[See attached chart.]**

Lease/Sublease Summary

Company	Lease / Sublease	Lessor	Property Address	Sq. Footage	Start Date	Expiration Date	Monthly Rent
TrinTel	Office Lease	Hackberry View Operating Partnership, LTD. c/o Cross Timbers Capital 4141 Blue Lake Circle, Suite 134 Dallas, TX 75231	2201 West Royal Lane Suite 210 Irving, TX 75063	8,312	12/28/99	02/28/05	\$14,546.00
	Expansion Space	Hackberry View Operating Partnership, LTD. c/o Cross Timbers Capital 4141 Blue Lake Circle, Suite 134 Dallas, TX 75231	2201 West Royal Lane Suite 210 Irving, TX 75063	Additional 1,817 (total 10,129)	08/04/00	02/28/05	\$17,763.60 (10,129 rsf)
TWS	Office Lease	Toni Pulliam 11 Creekside Wylie, TX 75098	204 Industrial Court Wylie, TX 75098	Approx. 4800	05/01/00	04/30/01	\$1,200.00
TWS	Lease Agreement	Toni Pulliam 11 Creekside Wylie, TX 75098	202 Industrial Court Wylie, TX 75098	2,400	05/01/00	04/30/01	\$800.00
TWS	Commercial Property Lease	Frank J. Giese 7630 M-68 Indian River, MI 49749	11234 Lemen Road Ste. D, Bldg. 2 Whitmore Lake, MI	705 Office, 3,800 Ind./Comm., .6 ac.storage	06/01/00	05/31/03	\$2,983.33
SDS	Office Lease	Center Management Services, Inc. 16000 Hall Road, Suite 201 Clinton Township, Michigan 48038	29150 Buckingham Avenue Suite 2 Livonia, MI 48154	4,800 Expanded to 7,200	10/18/99	09/30/02	\$9,510.00
SDS	Office Lease	Bedford Heights Office Properties, Inc. c/o Developers Realty, Inc. 30505 Bainbridge Road Solon, OH 44139	24748 Aurora Road 2nd Floor Bedford Heights, OH 44146 (Space shared with Thomas K. Hallett, d/b/a Thinc)	3,800 (SDS 60% or 2,280)	01/01/00	12/31/01	\$2,992.50
SDS	Lease (Office/Warehouse Space)	Airlane Associates, L.L.C. 4380 Brockton Drive SE Grand Rapids, MI 49512	3631 44th Street, SE Suite C Kentwood, MI	4,400	07/01/00	06/30/01	\$4,730.00
TWT	Office Sublease	The Equity Group, Inc., Sublessor 7125 SW Hampton Street Tigard, OR 97223	10220 SW Greenburg Rd. Suite 101 Portland, OR 97223	3,910	04/15/00	04/30/01	\$6,872.57
TWT	Office Lease	Muri V. and Irene Hoppe 6891 W. S. Saginaw Road Bay City, MI 48706	6891 W. S. Saginaw Road Bay City, MI 48706	600	05/19/00	Month-to-Month	\$650.00

sb/lease/sublease summary.7/14/00.xls

Site #	Site Name	Landlord	Landlord Address	Landlord City	Landlord State	Comp License	Site Address	City	State	Zip Code	County	Preempt Dd	Project Name	Is Funded
GA00001A	Guyton-Giner	Humbert T. Giner	1447 Highway 17 South	Guyton	GA	31312	1447 Highway 17 South	Guyton	GA	31312	Elthigham	10/1/99 AIREL		TRUE
GA00002A	Sutton-McElveen	McElveen	67 Oak McElveen Rd	Brooklet	GA	30415	67 Oak McElveen Rd	Brooklet	GA	30415	Bloch	10/1/99 AIREL		TRUE
IL00001A	McBee	Ronald & Darlene Young	7352 Mc Gregor Road	Rockford	IL	61102	12123 N. Weldon Road	Rockford	IL	61102	Ogle	6/21/99 Sport Midwest		TRUE
IL00002A	Enoson	William E. & Carol Enoson	3214 Grove Road	Pecatonica	IL	61063	3214 Grove Road	Pecatonica	IL	61063	Winnago	1/11/99 Sport Midwest		TRUE
IL00003A	Ashion-Lee	1652	2197 Quarry Road	Ashion	IL	61006	2197 Quarry Road	Ashion	IL	61006	Lee	5/1/99 Sport Midwest		TRUE
IN00005A	Franklin Road North	Noble Centers, Inc.	800	Indianapolis	IN	46225	7701 East 21st Street	Indianapolis	IN	46229	Madison	4/28/98 Sport Midwest		TRUE
IN00006A	Carson Square	C & H Property, Inc.	1565 East Esler Avenue	Indianapolis	IN	46227	1565 East Esler Avenue	Indianapolis	IN	46227	Madison	10/27/99 Sport South/Central		TRUE
LA00001A	Franklinton	Magee, June Edda Magee Byrd & Jo	988 Washington Street	Franklinton	LA	70438	1801 Desmarre Street	Franklinton	LA	70438	Washington Parish	8/1/98 Sport South/Central		TRUE
LA00002A	Hwy 321	Jessica Martinez	11340 Highway 21	Bogalusa	LA	70427	11340 Hwy 21	Bogalusa	LA	70427	Washington Parish	11/1/99 Sport South/Central		TRUE
LA00003A	Swenson	Simmons, Revocable Trust dated 3/10/97	9445 South Moore	Baton Rouge	LA	70815	53226 Hwy 10	Franklinton	LA	70438	Washington Parish	2/1/99 MOP		TRUE
MI00005A	Hugh Cameron	Cameron	Lake Avenue	Elmhurst	MI	48035	10860 Buddie Rd	Fremont	MI	49411	Macomb	2/1/99 MOP		TRUE
MI00007A	Speedway	Vertical Real Estate LLC	1510 Springport Road	Jackson	MI	49201	18801 Vicky Rd	Carleton City	MI	48076	Lapeere	2/1/99 MOP		TRUE
MI00008A	Sandstone	Richard & Barbara Hoover	1510 Springport Road	Jackson	MI	49201	3050 S Sandstone Rd	Jackson	MI	49201	Jackson	2/1/99 MOP		TRUE
MI00009A	The Crowning Jewel	Vertical Real Estate LLC	1510 Springport Road	Jackson	MI	49201	1165 Fairview Avenue	Jackson	MI	49201	Jackson	2/1/99 MOP		TRUE
MI00010A	Adrian	Saney and Barbara Jones	6887 Burton Road	Adrian	MI	48221	3503 Overline Hwy	Adrian	MI	48221	Lapeere	5/27/92 MOP		TRUE
MI00013A	Caledonia	Marion B. & Richard Palmer, Jr.	5850 West State Street	Medville	MI	49333	7395 Cherry Valley Rd	Thornapple	MI	49333	Barry	7/24/98 Nestal		TRUE
MI00016C	Randlers	Kereth Randlers Trust dated 3/4/99 & 14075 16th Ave.	14075 16th Ave.	Grand Haven	MI	49417	16448 Warner Street	Grand Haven	MI	49417	Oshtemo	3/1/99 MOP		TRUE
MI00017A	Sunstar Farm	J. Snider Trust (Jr.) dated Oct. 12, 1994	7252 S. Bedford Road	Hastings	MI	49058	7252 S. Bedford Road	Hastings	MI	49058	Barry	8/27/98 MOP		TRUE
MI00018C	MANHATT	Lorna S. & Clara A. Mahral	13485 S. M-57 Hwy	Battle Creek	MI	49117	13485 S. M-57 Hwy	Battle Creek	MI	49117	Calhoun	1/4/99 MOP		TRUE
MI00023A	Galesburg	Royal Trailer Land - West, L.L.C.	4840 Wyoming	Dearborn	MI	48120	13208 E Michigan Ave	Galesburg	MI	49053	Kalamazoo	7/21/98 Nestal		TRUE
MI00026A	Messer Auto	Joseph D. and Judy J. Messer	61064 Woodlake Road	Three Rivers	MI	49093	61064 Woodlake Rd	Three Rivers	MI	49093	St. Joseph	12/1/99 MOP		TRUE
MI00027A	Spencer Farm	Robert E. & Diane Spencer	19204 Fox Street	Cassopolis	MI	49031	59775 Guards Prairie Road	Cassopolis	MI	49031	Cass	3/1/99 MOP		TRUE
MI00028A	Vosburgh	Carl D. Vosburgh	57592 California Road	Downs	MI	490-7	57700 California Road	Downs	MI	49047	Cass	8/13/99 MOP		TRUE
MI00029C	Webster	Elizabeth Pond	8101 Country Farm Road	Parma	MI	48269	2811 Downing Road	Parma	MI	48269	Jackson	3/28/99 MOP		TRUE
MI00120A	Maggd Baker	Maggd A. L. Baker	14590 S. 24th St	Vosburgh	MI	49097	14590 S. 24th Street	Vosburgh	MI	49097	Kalamazoo	1/1/99 MOP		TRUE
MI00134A	Union Lumber	Garald P. Whelan	1005 N. Bridge St	Linden	MI	48461	1007 N. Bridge Street	Linden	MI	48461	Genesee	2/1/99 MOP		TRUE
MI00140C	Woods	Richard H. Woods and Ronald R. Woods	11318 W. Hill Rd	Schwartz Creek	MI	48473	11318 W. Hill Road	Schwartz Creek	MI	48473	Genesee	4/28/99 MOP		TRUE
MI00145D	Fert	D. D. Fert Investments, L.L.C.	9143 E. Birch Run	Birch Run	MI	48415	11820 Dues Highway	Birch Run	MI	48415	Saginaw	7/23/99 MOP		TRUE
MI00146C	Wain	Wayne Wollman	4863 Duse Highway	Bridgeport	MI	48722	4863 Duse Highway	Bridgeport	MI	48722	Saginaw	4/28/99 MOP		TRUE
MI00229B	Kan	he wife	81630 Belle River Road	Memphis	MI	49041	11428 Belle River Rd	Memphis	MI	49041	Macomb	12/1/99 MOP		TRUE
MI00227A	Suster Dining	Richard and Shirley Suster	1701 W. Michigan Ave	Ypsilanti	MI	48197	1701 W. Michigan Ave.	Ypsilanti	MI	48197	Washtenaw	2/1/99 MOP		TRUE
MI00234A	Miller Property	Miller Trust dated 1/18/94	667 N. Mayhew Rd	Monroe	MI	48161	7733 S. Cedar Rd	Monroe	MI	48161	Monroe	7/22/99 MOP		TRUE
MI00259A	Northville Park	Municipal Corporation	41600 West Six Mile Road	Northville	MI	2387	15801 North East Road	Northville	MI	48167	Wayne	6/22/99 Nestal		TRUE
MI00207A	Northville Hospital	Northville Hospital	41600 West Six Mile Road	Northville	MI	48167	1120 S. Edgewood	Northville	MI	48167	Wayne	6/22/99 MOP		TRUE
MI00313A	Nogans	Launston and Karen Nogans	2042 Blue Star Hwy	Ganges	MI	49408	41600 Seven Mile Road	Northville	MI	48167	Wayne	7/23/99 Sport Midwest		TRUE
MI00314A	Vari-Animal	Lambert J. Van-Animal	3605 South Reynolds Road	Ravenna	MI	49451	399 South West Drive	Byron Center	MI	49315	Kent	2/1/99 Sport Midwest		TRUE
MI00315A	Douanna	Wes. Douanna & Ardi Douanna	1210 124th Street	Shelbyville	MI	48844	South of 1198 123rd Ave.	Marion	MI	48338	Allegany	2/1/99 Sport Midwest		TRUE
MI00316A	Wank	3/18/97 & Joyce M. Wank Living Trust	8288 North 28th Street	Augusta	MI	49012	Appt. 15855 Fort Cluster Road	Augusta	MI	49012	Kalamazoo	8/22/99 Sport Midwest		TRUE

M00317A	Eaton Co / Olivet	Kath & Donna Moon	5644 Butterfield Hwy	Olivet	M	49076	Trinity Wireless Towers, Inc.	5634 West Butterfield Hwy	Olivet	M	49076	Eaton	3/18/99 Sprint Midwest	TRUE
M00318A	Hadley	Maura M. Hadley	532 Schaeffer Drive	Cobleskill	M	49036	Trinity Wireless Towers, Inc.	455 East Fern Road	Cobleskill	M	49036	Barnett	6/3/99 Sprint Midwest	TRUE
M00320A	Shields	Hobby Leasing, LLC	12696 Dice Road	Friesland	M	48623	Trinity Wireless Towers, Inc.	8170 Grubel	Saginaw	M	48609	Saginaw	3/8/99 Sprint Midwest	TRUE
M00326A	Kuonich	Florence J. Kuonich dated 7/28/93	23440 East McGillen Road	Mastawan	M	49071	Trinity Wireless Towers, Inc.	6501 W. 1st Street	Kalamazoo	M	49009	Kalamazoo	4/9/99 Sprint Midwest	TRUE
M00329A	Schuman	Shirley (maie) and Karen Schumann	2540 Herb Drive	Pott Huron	M	48060	Trinity Wireless Towers, Inc.	4248 Radabaugh Road	Clyde Twp	M	48049	St. Clair	2/18/99 Sprint Midwest	TRUE
M00330A	Hunters Creek	Genevieve Alexander Living Trust	6030 Hunters Creek Road	Irishay City	M	48444	Trinity Wireless Towers, Inc.	6030 Hunters Creek Road	Irishay City	M	48444	Lapeer	3/19/99 Sprint Midwest	TRUE
M00331A	Wales / Elsie	Ernn and Doris Elsie	9430 Hill Road	Goodells	M	48027	Trinity Wireless Towers, Inc.	9430 Hill Road	Goodells	M	48027	St. Clair	2/22/99 Sprint Midwest	TRUE
M00333A	Junction Road	Riley Stringer	6910 Junction Road	Bridgeport	M	48722	Trinity Wireless Towers, Inc.	6910 Junction Road	Bridgeport	M	48722	Saginaw	7/15/99 Sprint Midwest	TRUE
M00334A	Fenton	company	200 Quality Way	Holly	M	49442	Trinity Wireless Towers, Inc.	3175 Thompson Road	Fenton	M	48430	Garnett	7/20/99 ATT Midwest	TRUE
M00335B	Mid Michigan	Pyne and Judy Pyne, Charles L. Bridgus	8458 Toney Road	Grand Blanc	M	48439	Trinity Wireless Towers, Inc.	8458 Toney Road	Grand Blanc	M	48439	Garnett	2/10/00 ATT Midwest	TRUE
M00338A	Anchor	TOPVALCO, Inc., an Ohio Corporation	North, Ste. 400	Levonia	M	3084	MOP, Inc., A Michigan Corporation	404 S. Maple Road	Ann Arbor	M	48103	Washtenaw	2/14/00 MOP	TRUE
M00340A	Lakeside Library	Reynolds, husband and wife	1103 Sherry Lane	Lansing	M	48912	MOP, Inc., A Michigan Corporation	2127 Lakes Lansing Road	Lansing	M	48912	Ingham	2/15/00 MOP	TRUE
M00345A	Twelfth Street	husband and wife	4298 Tommy Armour Road, Ste. 200	Flint	M	48506	Trinity Wireless Towers, Inc.	815 W. Twelfth Street	Flint	M	48503	Garnett	12/1/00 ATT Midwest	TRUE
M00346A	Pier Blvd.	Invested liability company	Road, Ste. 200	East Lansing	M	48623	Trinity Wireless Towers, Inc.	4071 Pier North Blvd	St. Johns	M	48604	Garnett	1/1/99 ATT Midwest	TRUE
M00347A	175 & 475	Grand Blanc Charter Township	G-5771 South Saginaw Road	Grand Blanc	M	48439	Trinity Wireless Towers, Inc.	1505 Grand Blanc Road	Grand Blanc	M	48439	Garnett	1/1/99 ATT Midwest	TRUE
M00348A	Grand Blanc	The City of Grand Blanc	Grand Blanc Road	Grand Blanc	M	48439	Trinity Wireless Towers, Inc.	10920 S. Saginaw Road	Grand Blanc	M	48439	Garnett	2/10/00 ATT Midwest	TRUE
M00377A	Joy-US Industries	Joy-US Industries, Inc.	12300 Strattoncor	Detroit	M	48227	Trinity Wireless Towers, Inc.	13900 Joy Road	Detroit	M	48228	Wayne	10/18/99 ATT Midwest	TRUE
M00415A	Capac	Village of Capac	131 N. Main Street	Capac	M	48014	MOP, Inc., A Michigan Corporation	750 Hill Road	Capac	M	48014	St. Clair	1/1/11 MOP	TRUE
M00475A	William Gunright	Michigan corporation	7389 Leaper Road	Davison	M	48423	Trinity Wireless Towers, Inc.	7389 Leaper Road	Davison	M	48423	Garnett	12/17/99 ATT Midwest	TRUE
M00478A	Grass Lake	Eugene "Buddy" Wain	4020 Clear Lake Road	Grass Lake	M	48940	Trinity Wireless Towers, Inc.	4020 Clear Lake Road	Grass Lake	M	48940	Jackson	2/22/00 Troup	TRUE
M00479A	Marshall	Roger J. Howard	13010 15 Mile Road	Marshall	M	49088	Trinity Wireless Towers, Inc.	13010 15 Mile Road	Marshall	M	49088	Caltham	4/27/00 Troup	TRUE
M00001A	Rush Lake Side	Heck Bushong and Dore L. Bushong	51100 Driftwood Ave.	Rush City	MN	55089	Trinity Wireless Towers, Inc.	31100 Driftwood Ave.	Rush City	MN	55089	Chicago	1/2/00 ATT MN	TRUE
M00002A	Hempden	and wife	25-65 Rochester Blvd.	Randolph	MN	55085	Trinity Wireless Towers, Inc.	25-65 Rochester Blvd.	Randolph	MN	55085	Delton	3/10/00 ATT MN	TRUE
M00001A	Poplarville	Sarahann	403 S. Main Street	Poplarville	MS	39470	Trinity Wireless Towers, Inc.	200 Dauphine Street	Poplarville	MS	39470	Paul River	8/11/99 Sprint SouthCentral	TRUE
M00002A	Osborn	Merline S. Lake	6970 Highway 11	Carrere	MS	39436	Trinity Wireless Towers, Inc.	6900 Hwy 11	Carrere	MS	39436	Paul River	8/11/99 Sprint SouthCentral	TRUE
M00002A	Milard	Jacquelyn R. Smith	38 Forest Breland Road	Poplarville	MS	39470	Trinity Wireless Towers, Inc.	280 Mineral Breland Road	Poplarville	MS	39470	Paul River	7/28/99 Sprint SouthCentral	TRUE
M00004A	White Sand	Berley Burge	2282 Hwy 28 W.	Poplarville	MS	39457	Trinity Wireless Towers, Inc.	2282 Hwy 28 W.	Poplarville	MS	39457	Paul River	10/7/99 Sprint SouthCentral	TRUE
M00005A	Malville	Donnaud, Rees Donnaud, Leslie	P.O. Box 155	McNeil	MS	39470	Trinity Wireless Towers, Inc.	1045 Henleyfield-McNeil Road	Carrere	MS	39457	Paul River	10/7/99 Sprint SouthCentral	TRUE
OH00008A	Olivers Hills	CLV Enterprises, Ltd.	7644 Bucard Creek HWY	N. Canton	OH	44720	MOP, Inc., A Michigan Corporation	2800 North Reynolds Road	Toledo	OH	43615	Lucas	2/26/99 MOP	TRUE
OH00108A	Shady	James Hummel	4282 Shing Rd	Shelby	OH	44875	MOP, Inc., A Michigan Corporation	4034 Shing Rd.	Shelby	OH	44875	Richland	9/20/98 Nestal	TRUE
OH00117A	Morristown	John R. Crown	5955 Ary View Drive	Dresden	OH	43821	MOP, Inc., A Michigan Corporation	5955 Ary View Dr	Dresden	OH	43821	Morristown	9/13/98 Nestal	TRUE
OH00118A	Crestline	Paco II	1378 State Route 598	Galien	OH	43810	MOP, Inc., A Michigan Corporation	1378 State Route 598	Galien	OH	44833	Cassford	9/2/98 Nestal	TRUE
OH00121A	Malar	Commissioners of Darra County Ohio	520 South Broadway	Greenville	OH	45331	MOP, Inc., A Michigan Corporation	7670 Calina Rd	Greenville	OH	45331	Darke	3/10/99 Nestal	TRUE
OH00122A	East Liberty	Scott L. Miller	11900 Rock Hill NE	Alliance	OH	44601	MOP, Inc., A Michigan Corporation	15255 Gastil Drive	Alliance	OH	44601	Stark Co.	9/11/98 Nestal	TRUE
OH00123C	Youngstown 2	Dorval H & Melissa S. Coakley	8737 County Road 10	Zanesville	OH	43360	MOP, Inc., A Michigan Corporation	State Route 292	Zanesville	OH	43360	Legan	8/20/98 Nestal	TRUE
OH00124A	Cuyahoga	Eleanor P. Mikos & Dave T. Mikos	250 E. Main Street	Cantfield	OH	44008	MOP, Inc., A Michigan Corporation	975 Beers Dan Road	Youngstown	OH	44511	Mayhew	2/25/99 Nestal	TRUE
OH00126A	Parma 2	30 Real Estate Partners, Ltd.	4580 East 71st Street	Cuyahoga Heights	OH	44125	MOP, Inc., A Michigan Corporation	4580 E 71st St	Cuyahoga	OH	44125	Cuyahoga	1/8/99 Nestal	TRUE
OH00134A	Litwale	Brookport Road Partnership	1300 Brookport Road	Cleveland	OH	44129	MOP, Inc., A Michigan Corporation	1300 Brookport Rd	Cleveland	OH	44129	Cuyahoga	10/2/98 Nestal	TRUE
OH00135A	North Cresskill	Carmc Erectors, Inc.	5209 Litwale Ave	Cleveland	OH	44114	MOP, Inc., A Michigan Corporation	5209 Litwale Ave	Cleveland	OH	44114	Cuyahoga	10/2/98 Nestal	TRUE
OH00136A	North Cresskill	Bernard Hasevane Family Trust dated	28863 Bagley Road	Cresskill Twp	OH	44138	MOP, Inc., A Michigan Corporation	800 Starna Road	Cresskill Twp	OH	44138	Cuyahoga	10/18/98 Nestal	TRUE



OH00139A	Metrolville Park	Jeffery W. & Jerry Parker	756 Cemetery Road	Maineville	OH	45146	Trinity Wireless Towers, Inc.	6251 State Route 28	Metrolville	OH	45146	Cinton	770099 Sprint Midwest	TRUE
OH00140A	Greenville	Scott S. Turkey Farms, Inc.	5320 Heritage Road	Greenville	OH	45331	Trinity Wireless Towers, Inc.	State Route 495	Greenville	OH	45331	Darke	770099 Sprint Midwest	TRUE
OH00141A	Arcanum	Claire Fourman	6572 Dull Road	Arcanum	OH	45304	Trinity Wireless Towers, Inc.	6572 Dull Road	Arcanum	OH	45304	Darke	772999 Sprint Midwest	TRUE
OH00142A	Bradford	Blair & Betty Pfeiffer	Road	Bradford	OH	45308	Trinity Wireless Towers, Inc.	Road	Bradford	OH	45308	Darke	772999 Sprint Midwest	TRUE
OH00143A	Newport	Charles E. and Mary Ruth Drapp	515 W. Geneva Street	Piqua	OH	45358	Trinity Wireless Towers, Inc.	515 W. Geneva Street	Newport	OH	45358	Shelby	772999 Sprint Midwest	TRUE
OH00144A	Huntsville-Shaw	Rhonda S. Shaner and Sandra K. Shaner	5106 County Road 39	Huntsville	OH	43324	Trinity Wireless Towers, Inc.	5106 County Road 39	Huntsville	OH	43324	Logan	772999 Sprint Midwest	TRUE
OH00145A	Todd Mays	Todd M. and Robin A. Mays	14368 Torma Road	Lisbon	OH	44432	Trinity Wireless Towers, Inc.	14368 Torma Road	Lisbon	OH	44432	Mitchell	87999 Sprint Midwest	TRUE
OH00146A	Jessup	William F. and Debra L. Jessup	5711 Kings Ridge Road	Newcomertown	OH	43032	Trinity Wireless Towers, Inc.	5711 Kings Ridge Road	own	OH	43032	Tuscarawas	87999 Sprint Midwest	TRUE
OH00147A	Savilla	Sandra Messner	4109 East Tobert Rd	Woods	OH	44891	Trinity Wireless Towers, Inc.	4109 East Tobert Rd	Woods	OH	44891	Wayne	87999 Sprint Midwest	TRUE
OH00148A	King	Russell P. and Cheryl King	9959 Carman Center Road	Creston	OH	44217	Trinity Wireless Towers, Inc.	9959 Pleasant Home Road	Creston	OH	44217	Wayne	87999 Sprint Midwest	TRUE
OH00150A	West Bucyrus	Lee E. Rowanhan	2216 Bucyrus Nevada Road	Bucyrus	OH	44820	Trinity Wireless Towers, Inc.	2216 Bucyrus Nevada Road	Bucyrus	OH	44820	Crawford	87999 Sprint Midwest	TRUE
OH00151A	Swagel	Kelly and Dawn Swagel	3528 Lower Leesville Road	Bucyrus	OH	44820	Trinity Wireless Towers, Inc.	3528 Lower Leesville Road	Bucyrus	OH	44820	Crawford	87999 Sprint Midwest	TRUE
OH00152A	Coon Hunter's Club	Sporrmen, Inc.	9668 Kaiterhan Drive	Galion	OH	9691	Trinity Wireless Towers, Inc.	3121 Biddle Road	own	OH	44827	Crawford	87999 Sprint Midwest	TRUE
OH00154A	Stromerick	Allen L. and Trina K. Gaskill	11296 Stonecreek Road	Newcomertown	OH	43032	Trinity Wireless Towers, Inc.	11296 Stone Creek Road	own	OH	43032	Tuscarawas	87999 Sprint Midwest	TRUE
OH00155A	Mason North	Avin Marie Hamilton	780 Summa Road	Mason	OH	43032	Trinity Wireless Towers, Inc.	2282 Manon/Upper Sandusky	Mason	OH	43032	Mason	87999 Sprint Midwest	TRUE
OH00156A	Wyndel	Russell L. Sore & Connie M. Sore	Road	Mahon	OH	43062	Trinity Wireless Towers, Inc.	5004 Bush Ridge-Hywood Road	Mason	OH	43062	Mason	620099 Sprint Midwest	TRUE
OH00157A	Plan City Helmhuth	Jacob F. and Lydara Helmhuth	8320 Army Pike	Plan City	OH	43064	Trinity Wireless Towers, Inc.	8320 Army Pike	Plan City	OH	43064	Mason	620099 Sprint Midwest	TRUE
OH00158A	Honda Plant Lums	Clifford O. Lewis & Julia A. Woodrow	1843A West Darity Road	Marysville	OH	43040	Trinity Wireless Towers, Inc.	18470 Smokeley Road	Marysville	OH	43040	Union	620099 Sprint Midwest	TRUE
OH00159A	New Dover Love	Henry M. Love	8418 Mills Road	Ostrander	OH	43061	Trinity Wireless Towers, Inc.	11045 U.S. Route 38	Marysville	OH	43040	Union	620099 Sprint Midwest	TRUE
OH00160A	Washington	Ernest K. & Isabel B. Arnold	2805 Creek Road S.E.	House	OH	43160	Trinity Wireless Towers, Inc.	864 Rowe-Gung Road	Court House	OH	43160	Fayette	620099 Sprint Midwest	TRUE
OH00161A	Zanesfield	Matthew T. & Kathryn A. Wiley	7754 State Route 292 South	Zanesfield	OH	43380	Trinity Wireless Towers, Inc.	5794 County Road 10	Zanesfield	OH	43380	Logan	772999 Sprint Midwest	TRUE
OH00172A	North OH Gram Co-op	Norman Ohio Gram Co-Op, Inc.	P.O. Box 322	Weston	OH	43689	Trinity Wireless Towers, Inc.	1337 Leding Road	Grand Rapids	OH	43522	Lucas	917999 Sprint Midwest	TRUE
OH00173A	Schilling	Donald R. and Dorothy Schilling	3383 N. State Pte. 590	Greynon	OH	43432	Trinity Wireless Towers, Inc.	3383 N. State Rte. 590	Greynon	OH	43432	Olson	917999 Sprint Midwest	TRUE
OH00174A	Brough's Farm	The Brough Living Trust dated 6/20/98	2520 S. Lattimore Road	Port Clinton	OH	43452	Trinity Wireless Towers, Inc.	2520 S. Lattimore Road	Port Clinton	OH	43452	Olson	919999 Sprint Midwest	TRUE
OH00175A	Jorgensen	James D. & Alice R. Jorgensen, Trustees	915 Carol	Bowling Green	OH	43402	Trinity Wireless Towers, Inc.	14708 Bowling Green West	Plain Township	OH	43402	Wood	916999 Sprint Midwest	TRUE
OH00176A	Beard, Back & Carvel	Carvel	514 Williams Street	Frankfort	OH	43420	Trinity Wireless Towers, Inc.	1630 County Road, 202	Twp.	OH	43420	Seminola	919999 Sprint Midwest	TRUE
OH00177A	Cygnal	Richard J. Salway	5247 Lor Road	Cygnal	OH	43413	Trinity Wireless Towers, Inc.	152 Walbridge Street	Cygnal	OH	43414	Wood	916999 Sprint Midwest	TRUE
OH00178A	Gamer's Farm	Ned & Lois Gamer	9434 N. SR 590	Lindsey	OH	43442	Trinity Wireless Towers, Inc.	3364 N. SR 590	Lindsey	OH	43442	Township	919999 Sprint Midwest	TRUE
OH00179A	Enchanted Forest	Thomas P. Joyce	P.O. Box 432	Kelly's Island	OH	43438	Trinity Wireless Towers, Inc.	Hershorn Rd.	Darbury Twp.	OH	43440	Olson	929999 Sprint Midwest	TRUE
OH00180A	Bobby Turner	Bobby and Janet Turner	County Road 18, Box 13-832	West Unity	OH	43570	Trinity Wireless Towers, Inc.	13832 County Road 18	Jefferson	OH	43570	Wellers	422999 Sprint Midwest	TRUE
OH00001A	Noro	North Coast Manufacturing Co.	3741 SE 21st Avenue	Portland	OR	97202	Trinity Wireless Towers, Inc.	9305 SE Knapp Avenue	Portland	OR	97206	Multnomah	913999 Sprint NW	TRUE
SC00001A	Frontage Road	McKe	1025 MainTown Road	North Augusta	SC	29841	Trinity Wireless Towers, Inc.	226 Berger Road	North Augusta	SC	29841	Alcon	920099 AITEI	TRUE
SC00002A	Greenville	Edith M. Arthur	1064 M.L. Arthur Drive & 1328 Harvard (EM)	Greenville	SC	29629	Trinity Wireless Towers, Inc.	344 Jefferson Davis Highway Hwy 90A	Alcon	SC	29661	Alcon	101999 AITEI	TRUE
TX00002A	Vack 1	Law Melissa	Ubernak	(DM & CM) &	TX	77435	Trinity Wireless Towers, Inc.	Hwy 90A	East Bernard	TX	77435	Wharton	926999 Sprint SouthCentral	TRUE
TX00003A	Vack 1	Vack	Ubernak	East Bernard	TX	77435	Trinity Wireless Towers, Inc.	Hwy 60 & US Hwy 90A	East Bernard	TX	77435	Wharton	926999 Sprint SouthCentral	TRUE
TX00004A	Braco	D. Braco	Box 142A (Zane)	Gonzales (Zane)	TX	77434	Trinity Wireless Towers, Inc.	2600 W-West of CR 256	Shawnee	TX	77475	Cobarr	926999 Sprint SouthCentral	TRUE
TX00005A	Page	Darrell Page	P.O. Box 408	Eagle Lake	TX	77434	Trinity Wireless Towers, Inc.	191 S. Bridge Road	Eagle Lake	TX	77434	Cobarr	926999 Sprint SouthCentral	TRUE
TX00006A	Dokuz	Dora Jussek Dokuz	P.O. Box 546	La Grange	TX	78043	Trinity Wireless Towers, Inc.	1814 North Jefferson Street	La Grange	TX	78043	Fayette	726999 Sprint SouthCentral	TRUE
TX00007A	La Grange/Henrich	Trust and the Estate of Theodore W.	2000 State Hwy 71	West Point	TX	78683	Trinity Wireless Towers, Inc.	2000 East State Highway 71	West Point	TX	78683	Fayette	926999 Sprint SouthCentral	TRUE
TX00008A	Business 59/Appling	Appling Interest, LLI	Post Office Box 311	El Campo	TX	77437	Trinity Wireless Towers, Inc.	NW side of US Business Hwy 99	El Campo	TX	77437	Wharton	926999 Sprint SouthCentral	TRUE



TX	Clearview Rawland	Alice Adams	P.O. Box 21	Cresson	TX	76035	Trinity Wireless Towers, Inc.	7905 Clearview Hills Ct.	Cresson	TX	76035	Host	174000	Vocastream Dallas	TRILE
TX00064A	Whaley Rawland	Whaley	5057 Mitchell Saxon Road	Everman	TX	76140	Trinity Wireless Towers, Inc.	5057 Mitchell Saxon Road	Everman	TX	76140	Tarrant	121599	Vocastream Dallas	TRILE
TX00065A	Nauron Site	Terry L. Nauron	6332 Asher Road	Amarado	TX	75009	Trinity Wireless Towers, Inc.	6332 Asher Road	Amarado	TX	75009	Johnson	101499	Vocastream Dallas	TRILE
TX00066A	Kreider Site	Mark W. Kreider and Janet M. Kreider	8309 CR 106	Grandview	TX	76050	Trinity Wireless Towers, Inc.	8309 CR 106	Grandview	TX	76050	Johnson	102699	Vocastream Dallas	TRILE
TX00078A	Mia Smith & Co.	Felicit Smith, J.V. Mia Smith	2612 Mariana	Dallas	TX	75220	Trinity Wireless Towers, Inc.	10217 Harry Hines Blvd.	Dallas	TX	75220	Dallas		Vocastream Dallas	TRILE
TX00080A	Everest	Jesse L. Everest	P.O. Box 946	Terrell	TX	76160	Trinity Wireless Towers, Inc.	5878 E. Hwy 80	Terrell	TX	76160	Kaufman		Vocastream Dallas	TRILE
WA00003A	Inns Creek	Ambrose as Co-Trustees of the Bette L.	498 Valley Highway	Sainto Woodley	WA	98284	Trinity Wireless Towers, Inc.	508 Valley Highway	Sainto Woodley	WA	98284	Whitcomb	62399	Sprint NW	TRILE
WA00004A	Clark	Mendelson and Nancy Mendelson	5978 Guide Meridian	Bellingham	WA	98226	Trinity Wireless Towers, Inc.	5978 Guide Meridian	Bellingham	WA	98226	Whitcomb		Sprint NW	TRILE
WA00008A	Condoning	Kenneth D. Merr	1677 Mt. Baker Highway	Bellingham	WA	98226	Trinity Wireless Towers, Inc.	1677 Mt. Baker Highway	Bellingham	WA	98226	Whitcomb		Sprint NW	TRILE
WA00009A	Lynndenford	Washington Inland Liability Company	837 Chuckanut Shore Rd.	Bellingham	WA	98226	Trinity Wireless Towers, Inc.	8038 Guide Meridian Road	Lynnden	WA	98264	Whitcomb		Sprint NW	TRILE
WA00010A	Bella Far Mill	ff	1688 W. Galenview Rd	Bellingham	WA	98226	Trinity Wireless Towers, Inc.	1688 West Balenview Road	Bellingham	WA	98226	Whitcomb		Sprint NW	TRILE
WA00011A	Cherry Point	Chemco, Inc., a Washington Corporation	4191 Grandview Road	Ferndale	WA	98248	Trinity Wireless Towers, Inc.	4191 Grandview Road	Ferndale	WA	98248	Whitcomb		Sprint NW	TRILE
WA00020A	Noosack	Glen & Helen Ruth Hobben	7143 Oak Coles Road	Everson	WA	98247	Trinity Wireless Towers, Inc.	7143 Oak Coles Road	Everson	WA	98247	Whitcomb		Sprint NW	TRILE
WA00022A	Sweet Hammer	Frank Deas and Julie Deas	1920 S. Deaton Road	Spokane	WA	99223	Trinity Wireless Towers, Inc.	21 East Lincoln Road	Spokane	WA	99208	Spokane		Sprint NW	TRILE
WA00023A	Hanson	Elmer C. Linsbly and Ruby T. Linsbly	Post Office Box 4323	Spokane	WA	99202	Trinity Wireless Towers, Inc.	3614 Syndicate Blvd.	Spokane	WA	99202	Spokane		Sprint NW	TRILE

Schedule 6

REGISTERED COPYRIGHTS AND COPYRIGHT LICENSES

None.

PATENTS AND PATENT LICENSES

None.

REGISTERED TRADEMARKS AND TRADEMARK LICENSES

Application number 75,543,678 for the name "TrinTel"

MATERIAL UNREGISTERED TRADEMARKS AND COPYRIGHTS

None.

ACKNOWLEDGMENT AND CONSENT\*\*\*

The undersigned hereby acknowledges receipt of a copy of the Guarantee and Collateral Agreement dated as of July 17, 2000 (the "Agreement"), made by the Grantors parties thereto for the benefit of Barclays Bank PLC, as Administrative Agent. The undersigned agrees for the benefit of the Administrative Agent and the Lenders as follows:

- 1.. The undersigned will be bound by the terms of the Agreement and will comply with such terms insofar as such terms are applicable to the undersigned.
- 2.. The undersigned will notify the Administrative Agent promptly in writing of the occurrence of any of the events described in Section 5.7(a) of the Agreement.
- 3.. The terms of Sections 6.3(c) and 6.7 of the Agreement shall apply to it, mutatis mutandis, with respect to all actions that may be required of it pursuant to Section 6.3(c) or 6.7 of the Agreement.

[NAME OF ISSUER]

By \_\_\_\_\_  
Name:  
Title:

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fax:

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\*\*\* This consent is necessary only with respect to any Issuer which is not also a Grantor. This consent may be modified or eliminated with respect to any Issuer that is not controlled by a Grantor. If a consent is required, its execution and delivery should be included among the conditions to the initial borrowing specified in the Credit Agreement.

008320-0187-08558-A05XAEMS-GUA

TRADEMARK  
REEL: 002134 FRAME: 0509

ASSUMPTION AGREEMENT, dated as of \_\_\_\_\_, 200\_, made by \_\_\_\_\_ (the "Additional Grantor"), in favor of \_\_\_\_\_, as administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions or entities (the "Lenders") parties to the Credit Agreement referred to below. All capitalized terms not defined herein shall have the meaning ascribed to them in such Credit Agreement.

WITNESSETH:

WHEREAS, TrinTel Communications, Inc. (the "Borrower"), the Lenders and the Administrative Agent have entered into a Credit Agreement, dated as of July 17, 2000 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Affiliates (other than the Additional Grantor) have entered into the Guarantee and Collateral Agreement, dated as of July 17, 2000 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Administrative Agent for the benefit of the Lenders;

WHEREAS, the Credit Agreement requires the Additional Grantor to become a party to the Guarantee and Collateral Agreement; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Guarantee and Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Guarantee and Collateral Agreement. By executing and delivering this Assumption Agreement, the Additional Grantor, as provided in Section 8.14 of the Guarantee and Collateral Agreement, hereby becomes a party to the Guarantee and Collateral Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor thereunder. The information set forth in Annex 1-A hereto is hereby added to the information set forth in the Schedules to the Guarantee and Collateral Agreement. The Additional Grantor hereby represents and warrants that each of the representations and warranties contained in Section 4 of the Guarantee and Collateral Agreement is true and correct on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.

**2. Governing Law. THIS ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONAL GRANTOR]

By: \_\_\_\_\_

Name:

Title:

Supplement to Schedule 1

Supplement to Schedule 2

Supplement to Schedule 3

Supplement to Schedule 4

Supplement to Schedule 5

Supplement to Schedule 6