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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

1-16-01

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

Submission Type

New *MP 1-16-01*

Resubmission (Non-Recordation)
Document ID # _____

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger
Effective Date
Month Day Year _____

Change of Name

Other _____

Conveying Party Mark if additional names of conveying parties attached

Name epb.com LLC Execution Date
Month Day Year 12/21/00

Formerly _____ *212968*

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

Receiving Party Mark if additional names of receiving parties attached

Name Citicorp USA, Inc., as Agent

DBA/AKA/TA _____

Composed of _____

Address (line 1) 909 Third Avenue

Address (line 2) _____

Address (line 3) New York New York 10043
City State/Country Zip Code

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

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

FOR OFFICE USE ONLY

FORM PTO-1017 00000233 01/968

40.00 DP

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

TRADEMARK
REEL: 002244 FRAME: 0360

Domestic Representative Name and Address Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address Area Code and Telephone Number

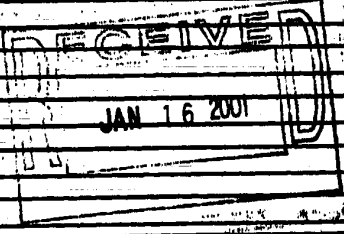
Name LUSKIN STERN & EISLER LLP

Address (line 1) 330 MADISON AVENUE

Address (line 2) NEW YORK, NEW YORK 10017

Address (line 3)

Address (line 4)



Pages Enter the total number of pages of the attached conveyance document including any attachments. # 12

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<u>2129268</u>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

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

Diana L. Palmer Diana L. Palmer 1/16/01
Name of Person Signing Signature Date Signed

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of December 21, 2000, by and between epb.com LLC (the "Grantor"), a Delaware limited liability company, and Citicorp USA, Inc., a Delaware corporation, in its capacity as agent (the "Agent") under the Financing Agreement described below.

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Financing and Security Agreement dated as of June 1, 2000 among epb.communications, inc., a Delaware corporation ("EPB Inc.") and certain of its subsidiaries and affiliates (collectively, the "Borrowers"), Citicorp USA, Inc. and First Union National Bank (the "Lenders") and the Agent (as such agreement may be amended, supplemented or otherwise modified from time to time, the "Financing Agreement"), the Lenders made a revolving credit facility available to the Borrowers;

WHEREAS, pursuant to a corporate reorganization, substantially all of the assets of EPB Inc. will be transferred to the Grantor (a wholly-owned indirect subsidiary of EPB Inc.); and

WHEREAS, the Agent and the Lenders have required the Grantor to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the "Obligations" (as defined in the Financing Agreement) and (ii) as a condition precedent to the Lenders entering into the Waiver and Third Modification to Second Amended and Restated Financing and Security Agreement, dated as of even date herewith, among the Borrowers, Panoramic Communications, LLC and certain other new subsidiaries of EPB Inc., the Lenders, the Agent and Jeremy E. Brown;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. **Defined Terms.**

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Financing Agreement shall have the meaning specified for such term in the Financing Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like 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 references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

TRADEMARK
REEL: 002244 FRAME: 0362

2. **Incorporation of Premises.** The premises set forth above are incorporated into this Agreement by this reference hereto and are made a part hereof.

3. **Incorporation of the Financing Agreement.** The Financing Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. **Security Interest in Trademarks.** To secure the complete and timely payment, performance and satisfaction of all of the Obligations, the Grantor hereby grants to the Agent, for the benefit of itself and the Lenders, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of the Grantor's:

(a) now owned or existing and hereafter acquired or arising trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, together with any good will connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, service mark applications, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of the Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (i)-(iv) in this paragraph 4(a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(b) rights under or interest in any trademark license agreements or service mark license agreements related to or in connection with the use of the Trademarks with any other party, whether the Grantor is a licensee or licensor under any such license agreement, together with any goodwill connected with and symbolized by any such trademark license agreements or service marks license agreements, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by the Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses").

5. **Restrictions on Future Agreements.** The Grantor will not, without the Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and the Grantor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to the Agent under this Agreement or the rights associated with those Trademarks or Licenses.

6. New Trademarks and Licenses. The Grantor represents and warrants that (a) the Trademarks listed on Schedule A include all of the registered trademarks and registered service marks now owned by the Grantor, (b) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements related to or in connection with the Trademarks pursuant to which the Grantor is the licensee or licensor thereunder and (c) no other liens, claims or security interests have been granted by the Grantor to any other Person in such Trademarks and Licenses. If, prior to the termination of this Agreement, the Grantor shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of paragraph 4 above shall automatically apply thereto. The Grantor shall give to the Agent written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence on a quarterly basis. The Grantor hereby authorizes the Agent to modify this Agreement by amending Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule B to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under paragraph 4 above or under this paragraph 6 provided, however, that this paragraph 6 shall not apply to trademarks or service marks owned by third parties or agreements permitting to the Grantor use of such trademarks or service marks in connection with the sale of goods or performance of services in the ordinary course of business.

7. Royalties. The Grantor hereby agrees that the use by the Agent of the Trademarks and the Licenses as authorized hereunder in connection with the exercise of its remedies under paragraph 16 shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Agent to the Grantor.

8. Right to Inspect; Further Assignments and Security Interests. Subject to the terms of the Financing Agreement, the Agent may at all reasonable times and upon reasonable notice (and at any time when an Event of Default exists) have access to, examine, audit, make copies (at the Grantor's expense) and extracts from and inspect the Grantor's premises and examine the Grantor's books, records and operations relating to the Trademarks and the Licenses, including, without limitation, the Grantor's quality control processes; provided that, in conducting such inspections and examinations, and the Agent shall use reasonable efforts not to unnecessarily disturb the conduct of the Grantor's ordinary business operations. From and after the occurrence of an Event of Default, the Grantor agrees that the Agent, or a conservator appointed by the Agent, shall have the right to establish such reasonable additional product quality controls as the Agent or such conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by the Grantor under the Trademarks and the Licenses. The Grantor agrees (a) not to sell or assign its interest in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent of the Agent which consent will not be unreasonably withheld, (b) to maintain the same standards of quality for the goods and services in connection with which the Trademarks and the Licenses are used as the Grantor maintained for such goods and services prior to the date hereof, and (c) not to change

such quality of such goods and services in any material respect without the Agent's prior and express written consent which consent will not be unreasonably withheld.

9. Termination of Agent's Security Interest. This Agreement is made for collateral security purposes only. Upon payment in full of all of the Obligations, this Agreement shall terminate and the Agent shall promptly execute and deliver to the Grantor, at the Grantor's expense, all termination statements and other instruments as may be necessary or proper to terminate the Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Agent pursuant to this Agreement or the Financing Agreement.

10. Duties of the Grantor. The Grantor shall have the duty, to the extent the Grantor deems it to be desirable in the normal conduct of the Grantor's business, to: (a) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, and (b) make application for trademarks or service marks. The Grantor further agrees (i) not to abandon any Trademark or License without the prior written consent of the Agent and (ii) to use its best efforts to maintain in full force and effect the Trademarks and Licenses, that are deemed by the Grantor to be necessary or economically desirable in the operation of the Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by the Grantor.

11. Agent's Right to Sue. From and after the occurrence and continuation of an Event of Default, the Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and Licenses and, if the Agent, for itself or on behalf of the Lenders, shall commence any such suit, the Grantor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement. The Grantor shall, upon demand, promptly reimburse the Agent for all reasonable costs and expenses incurred by the Agent in the reasonable exercise of its rights under this paragraph 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Agent).

12. Waivers. The Agent's failure, at any time or times hereafter, to require strict performance by the Grantor of any provision of this Agreement shall not waive, affect or diminish any right of the Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between the Grantor and the Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of the Grantor contained in this Agreement shall be deemed to have been suspended or waived by the Agent unless such suspension or waiver is in writing signed by an officer of the Agent and directed to the Grantor specifying such suspension or waiver.

13. Agent's Exercise of Rights and Remedies upon an Event of Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and continuation of an Event of Default, the Agent may, and upon the written direction of the Required Lenders, shall exercise any of the rights and remedies provided in this Agreement, the Financing Agreement and any other Financing Documents.

14. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraphs 4 and 6 hereof or by a writing signed by the parties hereto.

16. **Cumulative Remedies: Power of Attorney.** All of the Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. From and after the occurrence and continuation of an Event of Default and the giving of written notice by the Agent to the Grantor of the Agent's intention to enforce its rights and claims against the Grantor, the Grantor hereby irrevocably designates, constitutes and appoints the Agent (and all Persons designated by the Agent in its sole and absolute discretion) as the Grantor's true and lawful attorney-in-fact, and authorizes the Agent and any of the Agent's designees, in the Grantor's or the Agent's name, from and after the occurrence and continuation of an Event of Default, to (a) endorse the Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use of the Trademarks or the Licenses, (b) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (c) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (d) take any other actions with respect to the Trademarks or the Licenses as the Agent deems reasonably necessary to facilitate the exercise of rights and remedies under the Financing Agreement. The Agent shall take no action pursuant to subparagraphs (a), (b), (c) or (d) of this paragraph 16 without taking like action with respect to the entire goodwill of the Grantor's business connected with the use of, and symbolized by, such Trademarks or Licenses. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof other than actions taken or omitted to be taken through the bad faith, willful misconduct or gross negligence of the Agent. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full. The Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent or the Lenders under the Financing Agreement, but rather is intended to facilitate the exercise of such rights and remedies. The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located.

17. **Successors and Assigns.** This Agreement shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Agent and its successors and assigns. The Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession to the extent that any of the foregoing are considered to be a successor or

assign of or for the Grantor; provided, however, that the Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without the Agent's prior written consent.

18. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the internal laws (as opposed to conflicts of law provisions) and decisions of the State of New York.

19. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Financing Agreement.

20. Agent's Duty. The Agent shall not have any duty with respect to the Trademarks or the Licenses except to the extent the Agent has acquired ownership of the Trademarks or Licenses upon an exercise of its remedies hereunder. The Agent shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks or the Licenses against any other parties, but may do so at its option, and all reasonable expenses incurred in connection therewith shall be for the sole account of the Grantor and added to the Obligations secured hereby.

Notwithstanding any provision hereof to the contrary, during the continuance of an Event of Default, the Grantor may sell goods and services bearing the Trademarks and trademarks covered by the Licenses in the ordinary course of its business and in a manner consistent with its past practices, until it receives written notice from the Agent of an intended sale or disposition of the Collateral.

21. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of December 21, 2000.

epb. com LLC

By: JEB
Its CEO

By: JEB
Name: Jeremy Brown
Title: CEO

Accepted and agreed to as of December 21, 2000, by:

CITICORP USA, INC., as Agent for the Lenders

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of December 21, 2000.

epb. com LLC

By: _____
Its

By: _____
Name:
Title:

Accepted and agreed to as of
December 21, 2000, by:

CITICORP USA, INC., as Agent for the Lenders

By: Harvey Fuchs U.S.
Name: HARVEY FUCHS
Title: VICE PRESIDENT

STATE OF MD
COUNTY OF Montgomery SS

The foregoing Trademark Security Agreement was executed and acknowledged before me this 21 day of Dec, 2000, by Jeremy Brown, personally known to me to be CEO of epb.com LLC, on behalf of such limited liability company.

(SEAL)

Michael Paul

Notary Public _____

County, _____

My commission expires:

**MICHAEL PAUL
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires October 18, 2003**


10/1/01

**TRADEMARK
REEL: 00244 FRAME: 0370**

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

The foregoing Trademark Security Agreement was executed and acknowledged before me this 21 day of December, 2000, by Harvey Fuhs, personally known to me to be a Vice President of CITICORP USA, INC., on behalf of such corporation.

(SEAL)



Notary Public _____
County, _____
My commission expires: _____

MICHAEL WALKER
NOTARY PUBLIC, State of New York
No. 01WA6015162
Qualified in Bronx County
Commission Expires 10/26/02

Schedule A
to
Trademark Security Agreement
Dated as of December 21, 2000

Trademarks

Mark

Registration Number

We build sales overnight and brands over time

2129268

TRADEMARK
REEL: 002244 FRAME: 0372

Schedule B
to
Trademark Security Agreement
Dated as of December 21, 2000

Licenses

None.


TRADEMARK
REEL: 002244 FRAME: 0373

U.S. Patent and Trademark Office
January 16, 2001
Page 2

Enclosed is a check in the amount of \$40.00 representing payment of the fees incurred in connection with filing and recordation.

Kindly direct any inquiries concerning this matter to my attention. Thank you.

Very truly yours,


Michael Walker
Legal Assistant

MW:mw
Enclosures

cc: Nathan M. Eisler, Esq. (without enclosures)

RECORDED: 01/16/2001

TRADEMARK
REEL: 002244 FRAME: 0374