

03-30-2001



101653325

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

Submission Type

New

Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_

Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger

Change of Name

Other \_\_\_\_\_

Effective Date  
Month Day Year  
3 8 01

Conveying Party

Mark if additional names of conveying parties attached

Name Lattice Communications, LLC

Execution Date  
Month Day Year  
3 8 01

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other Limited Liability Company

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name General Electric Capital Corporation, as Administrative Agent

DBA/AKATA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 2325 Lakeview Parkway

Address (line 2) Suite 700

Address (line 3) Alpharetta

GA/USA

30004-1976

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other \_\_\_\_\_

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.)

Citizenship/State of Incorporation/Organization New York

FOR OFFICE USE ONLY

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

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20221

TRADEMARK

REEL: 002260 FRAME: 0592

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

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

#

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

Mark if additional numbers attached

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

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text" value="78/034954"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="78/034955"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="78/034956"/>	<input type="text"/>	<input type="text"/>

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

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed  Deposit Account

Deposit Account

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

Deposit Account Number:

#

Authorization to charge additional fees:

Yes  No

**Statement and Signature**

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

Gretchen E. von Dwingelo, Esq.

Name of Person Signing

Signature

3/12/01

Date Signed

## FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (the "Amendment") is executed and delivered as of the 9th day of March, 2001 between LATTICE COMMUNICATIONS, LLC, a Delaware limited liability company (the "Pledgor") and GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as administrative agent for the Lenders (as defined in the Credit Agreement described below) (the "Administrative Agent").

WHEREAS, the Pledgor, the other signatories thereto, as lenders ("Lenders") and General Electric Capital Corporation, as administrative agent (the "Administrative Agent") are parties to that certain Credit Agreement dated as of June 27, 2000 as amended by that certain First Amendment to Credit Agreement dated as of September 15, 2000, that certain Second Amendment to Credit Agreement dated as of December 28, 2000, that certain Third Amendment to Credit Agreement dated as of January 17, 2001 and that certain Fourth Amendment to Credit Agreement dated as of January 30, 2001 (as amended, the "Prior Credit Agreement"); and

WHEREAS, to secure the Pledgor's obligations under the Prior Credit Agreement, the Pledgor and the Administrative Agent have executed and delivered that certain Trademark Security Agreement dated as of June 27, 2000 (the "Trademark Agreement"); and

WHEREAS, in connection with the modification of certain financial and other covenants of the existing credit facilities the Pledgor, the Administrative Agent and the Lenders have amended and restated the Prior Credit Agreement in its entirety, as set forth in that certain Amended and Restated Credit Agreement of even date herewith (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Amended Credit Agreement"); and

WHEREAS, the Pledgor and the Lenders intend that the security interest granted by the Pledgor pursuant to the Trademark Agreement secure all of the Obligations of the Pledgor under the Amended Credit Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree that capitalized terms used herein and not otherwise defined herein, shall have the meanings ascribed thereto in the Trademark Agreement, and hereby further agree as follows:

1. The Trademark Agreement is hereby modified and amended to the extent necessary to provide that all references to the "Credit Agreement" in the Trademark Agreement shall be to the Prior Credit Agreement as amended and restated in its entirety by the Amended Credit Agreement, as further modified, amended, restated or supplemented from time to time.

2. The Trademark Agreement is hereby further modified and amended to the extent necessary to provide that all capitalized terms used therein and not otherwise defined therein shall have the meanings ascribed thereto in the Amended Credit Agreement.

3. Schedule 1 of the Trademark Agreement is hereby deleted in its entirety and Schedule 1 attached hereto is substituted in lieu thereof.

4. Except as specifically modified and amended hereby, the text of the Trademark Agreement and all other Loan Documents shall remain unchanged and in full force and effect.

5. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of such counterparts shall together constitute but one and the same instrument.

6. The provisions of this Amendment shall be construed and interpreted, and all rights and obligations of the parties hereto determined, in accordance with the internal laws of the State of Georgia, applicable to contracts made and to be performed in the State of Georgia.

7. This Amendment shall be deemed to be a Loan Document for all purposes.

[The remainder of this page is intentionally left blank.]

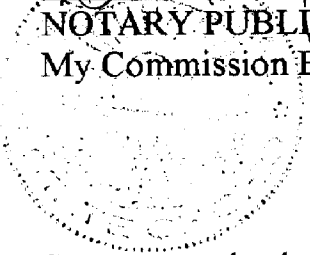
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Sworn to and subscribed before me this 8<sup>th</sup> day of March, 2001

LATTICE COMMUNICATIONS, LLC

By: [Signature]  
Name: Stephen E. Kaufmann  
Title: Chief Financial Officer

[Signature]



NOTARY PUBLIC  
My Commission Expires: 7/23/2003  
SAMUEL T. JOHNSTON, JR.  
Notary Public, State of Ohio  
My Commission Expires July 23, 2003

Sworn to and subscribed before me this \_\_\_ day of March, 2001

GENERAL ELECTRIC CAPITAL CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Duly Authorized Signatory

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Sworn to and subscribed  
before me this \_\_\_\_ day  
of March, 2001

LATTICE COMMUNICATIONS, LLC

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

Name: Stephen E. Kaufmann

Title: Chief Financial Officer

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

Sworn to and subscribed  
before me this 9th day  
of March, 2001

GENERAL ELECTRIC CAPITAL  
CORPORATION

By: *[Signature]*

Name: \_\_\_\_\_

Title: Duly Authorized Signatory

*Joy Roberts*  
NOTARY PUBLIC  
My Commission Expires:

Notary Public, Gwinnett County, Georgia  
My Commission Expires June 29, 2001

**SCHEDULE 1**

Current Trademarks and Trademark Applications

<b><u>COUNTRY</u></b>	<b><u>MARK</u></b>	<b><u>SERIAL NO. OR REGISTRATION NO.</u></b>	<b><u>APP/REG DATE</u></b>
USA	Design only	78/034954	11/13/00
USA	LATTICE COMMUNICATIONS, LLC and Design	78/034955	11/13/00
USA	LATTICE COMMUNICATIONS, LLC	78/034956	11/13/00

Trade Names

Lattice Communications, LLC  
Lattice Tower Rental  
Lattice Network Services, Ltd.  
Lattice Towers, LLC

Trademarks Not Currently In Use

N/A