

04-23-2001



101683148

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

1. Name of conveying party(ies): USOL, Inc. *mid (4.6.01)*

Individuals  Association  
 General Partnership -  Limited Partnership  
 Corporation - State - Delaware  
 Other

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

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

Name: BNP Paribas

Internal Address: \_\_\_\_\_

Street Address: 787 Seventh Avenue

City: New York State: New York ZIP: 10019

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation- \_\_\_\_\_  
 Other - Collateral Agent \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment  Merger  
 Security Interest  Change of Name  
 Other \_\_\_\_\_

Execution Date: September 8, 2000

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

A. Trademark Application No.(s)

Additional numbers attached?  Yes  No

Trademark Registration No.(s)\

1,950,664

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

Name: Brian Jaenicke, Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved 1

7. Total fee (37 CFR 3.41): ..... \$ 40.00

Enclosed  
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number: \_\_\_\_\_  
 (23-1705 in case of deficiency)

(Attach 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.*

Brian T. Jaenicke  
 Name of Person Signing

*Brian T. Jaenicke*  
 Signature

4/6/01  
 Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks**  
**Box Assignments**  
**Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

ASSIGNMENT OF SECURITY INTEREST IN  
UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, USOL, Inc., a Delaware corporation (the "Assignor") with principal offices at 10300 Metric Blvd., Austin, Texas 78758, hereby assigns and grants to BNP Paribas (formerly known as Paribas), as Collateral Agent, with principal offices at 787 Seventh Avenue, New York, New York 10019 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's right, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the full and prompt performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement between the Assignor, the other assignors party thereto and the Assignee, dated as of September 8, 2000 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the 8<sup>th</sup> day of September, 2000.

USOL, Inc., as Assignor

By: [Signature]  
Name: Jeff Sperber  
Title: Chief Financial Officer

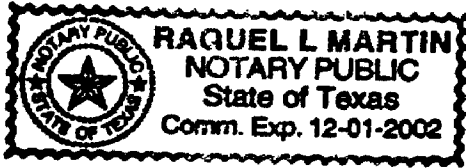
BNP PARIBAS, as Collateral Agent,  
Assignee

By: [Signature] / [Signature]  
Name: TC Foerster / Sean Feherty  
Title: Director / Vice President

STATE OF TEXAS )  
 ) ss.:  
COUNTY OF TRAVIS )

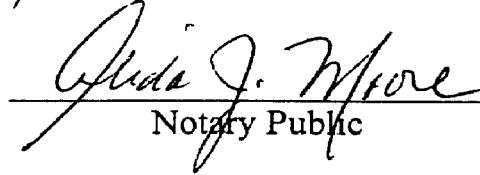
On this 21<sup>st</sup> day of August, 2000, before me personally came Jeff Sperber, who, being by me duly sworn, did state as follows: that [s]he is Chief Financial Officer of USOL, Inc., that he is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Raquel L Martin  
Notary Public



STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this 2<sup>nd</sup> day of April, 2000, before me personally came T.L. Foster + S. Falouty who, being by me duly sworn, did state as follows: that ~~he~~<sup>are</sup> is are ~~is~~<sup>are</sup> Director + Vice President of BNP Paribas, that ~~he~~<sup>are</sup> is authorized to execute the foregoing Assignment on behalf of said corporation and that ~~he~~<sup>are</sup> did so by authority of the Board of Directors of said corporation.

  
Notary Public

ALIDA J. MOORE  
Notary Public, State of New York  
No. 24-4966845  
Qualified in Kings County  
Commission Expires August 12, 2002

LIST OF MARKS

<u>Registered Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Country</u>
"US ONLINE" and Design	1,950,664	1/23/1996	U.S.A.