

05-22-2001



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HEET

U.S. Department of Commerce
Patent and Trademark Office

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

1. Name of conveying Party(ies):
Omnicall, Inc.

Individual(s) Association
 General partnership Limited Partnership
 Corporation-State SC
 Other _____

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

3. Nature of conveyance: 5-14-01

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: October 20, 2000

2. Name and address of receiving Party(ies)

Name: MCG Finance Corporation

Internal Address: Suite 800

Street Address: 1100 Wilson Boulevard

City: Arlington State: VA ZIP: 22209

Individual(s) Citizenship _____
 Association _____
 General Partnership MAY 14 2001
 Limited Partnership _____
 Corporation-State DE
 Other _____

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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No's
2,382,952 (Bizkick)

Additional numbers attached? Yes No

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

Name: MCG Credit Corporation

Internal Address: Suite 800

Street Address:
1100 Wilson Boulevard

City: Arlington State: VA ZIP: 22209

6. Total Number of applications and registrations involved:..... 1

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

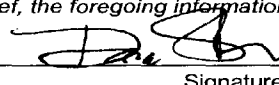
Enclosed
 Authorized to be charged to deposit account

8. Deposit Account number: _____

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

DO NOT USE THIS SPACE

9. State 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.

Dana E. Stern  May 9, 2001
Name of Person Signing Signature Date

Total number of pages including this cover sheet and any attachments: 14

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.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

-- OmniCall, Inc. --

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, supplemented and otherwise modified from time to time, "IP Security Agreement") is made and effective as of October 20, 2000, by **OMNICALL, INC.** (including any successor or permitted assignee thereof, "Grantor"), in favor of **MCG FINANCE CORPORATION**, as Administrative Agent (including any successor, participant, assignee or transferee thereof, "Administrative Agent") for itself and the Lenders (as defined in the Credit Agreement described below).

RECITALS

WHEREAS, Grantor and certain affiliated entities (each, a "Borrower"; collectively, the "Borrowers") desire and have applied to Administrative Agent and the Lenders for a senior secured credit facility; and

WHEREAS, pursuant to that certain Credit Facility Agreement by and among Borrowers, the Lenders from time to time party thereto and Administrative Agent dated as of October 20, 2000 (as may be amended from time to time, "Credit Agreement"), a condition precedent to the obligations of Lenders and Administrative Agent to execute and perform under the Credit Agreement is that Borrowers shall have executed and delivered that certain Master Security Agreement, Collateral Assignment and Equity Pledge executed by Borrowers in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders dated as of October 20, 2000 (as may be amended from time to time, "Security Agreement") encumbering all of each Borrower's tangible and intangible personal property assets in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders; and

WHEREAS, under the terms of the Security Agreement, Grantor has agreed to grant a security interest in and collaterally assign certain intellectual property to Administrative Agent for purposes of securing the obligations to Administrative Agent and the Lenders under the Credit Agreement and related Loan Documents; and

WHEREAS, Grantor has determined that it is in its best interest to execute this IP Security Agreement inasmuch as Grantor will derive substantial direct and indirect benefits from the funding of the Advances by Administrative Agent pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and Administrative Agent hereby agree as follows:

1. **Grant.** Grantor hereby grants to Administrative Agent an absolute, present, unconditional, continuing first priority security interest in and to Grantor's entire right, title and interest in and to the following property and rights (collectively, the "Collateral"):

(a) The U.S., state and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses set forth on Schedule A attached hereto (collectively, the "Copyrights"); and

(b) The U.S., state and foreign patents and patent applications, and patent licenses set forth on Schedule B attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"); and

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses set forth on Schedule C attached hereto (including all associated goodwill, collectively, the "Trademarks"); and

(d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and

(e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(f) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Collateral; and

(g) Any and all products and proceeds of any of the foregoing.

2. **Requested Recordation.** Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this IP Security Agreement is submitted) to file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Administrative Agent's interest in the Collateral.

3. **Assignment.** Upon the occurrence of an Event of Default (as defined in the Security Agreement), Grantor shall execute and deliver to Administrative Agent an absolute assignment transferring its entire right, title, and interest in and to the Collateral to Administrative Agent.

4. **Power of Attorney.** Grantor hereby irrevocably grants Administrative Agent a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Administrative Agent's discretion while any Event of Default exists, to take any action and to execute any instrument which Administrative Agent may deem reasonably necessary or advisable to accomplish the purposes of the Security Agreement or this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in Administrative Agent's sole discretion and without first obtaining Grantor's approval of or signature thereto) **Schedule A**, **Schedule B**, and/or **Schedule C** hereof, as appropriate, in a manner that is consistent with the Credit Agreement and the

Security Agreement to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any Collateral in which Grantor no longer has or claims any right, title or interest; and

(b) To execute, file and pursue (in Administrative Agent's sole discretion and without first obtaining Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Administrative Agent's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any assignment or other document required to acknowledge, register or perfect Administrative Agent's interest in any part of the Collateral without the signature of Grantor unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable.

5. Release. The security interest granted herein will terminate (and all rights to the Collateral will revert to Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Credit Agreement (and the Facilities thereunder). Upon any such termination, Administrative Agent (at Grantor's request and sole expense) will execute and deliver to Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as Grantor may reasonably request and provide to Administrative Agent to evidence such termination.

6. Miscellaneous. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Administrative Agent under the Security Agreement. The rights and remedies of Grantor and Administrative Agent with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall govern.

[Balance of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have executed this **IP Security Agreement**, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

ATTEST:

By: Aloysius T. Law
Name: Aloysius T. Law
Title: EVP - General Counsel & Secretary

[SEAL]

OMNICALL, INC. (Grantor)

By: Ken Baritz
Name: Ken Baritz
Title: President

Address: 6805 Route 202
New Hope, PA 18938

Telephone: (215) 862-1092
Facsimile: (215) 862-1960

WITNESS:

MCG FINANCE CORPORATION
(Administrative Agent)

By: _____

By: _____
Name: Steven F. Tunney
Title: COO and CFO

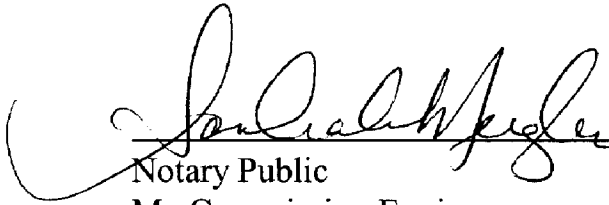
Address: 1100 Wilson Blvd.
Suite 800
Arlington, VA 22209

Telephone: (703) 247-7500
Facsimile: (703) 247-7505

ACKNOWLEDGMENT

STATE OF Virginia :
 : SS
COUNTY OF Fairfax :

Before me, the undersigned, a Notary Public, on this 20th day of October, 2000, personally appeared Ken Baritz & Aloysius T. Law, IV to me known personally, who, being by me duly sworn, did each separately say that he/she is the President & EVP/Secretary of **OMNICALL, INC.**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said **OMNICALL, INC.** by authority of its Board of Directors, and the said officers acknowledged said instrument to be his/her free act and deed.



Notary Public
My Commission Expires: 3/31/01

IN WITNESS WHEREOF, the parties hereto have executed this **IP Security Agreement**, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

ATTEST:

OMNICALL, INC. (Grantor)

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[SEAL]

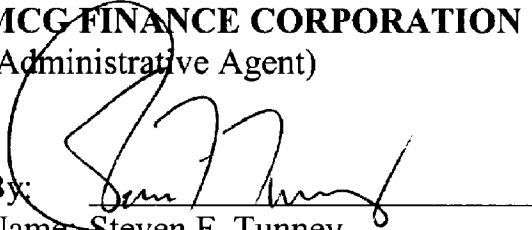
Address: 6805 Route 202
New Hope, PA 18938

Telephone: (215) 862-1092
Facsimile: (215) 862-1960

WITNESS:

MCG FINANCE CORPORATION
(Administrative Agent)

By:  _____

By:  _____
Name: Steven F. Tunney
Title: COO and CFO


Address: 1100 Wilson Blvd.
Suite 800
Arlington, VA 22209

Telephone: (703) 247-7500
Facsimile: (703) 247-7505

ACKNOWLEDGEMENT

STATE OF VIRGINIA :
 : SS
COUNTY OF ARLINGTON :

Before me, the undersigned, a Notary Public, on this 20th day of October, 2000, personally appeared Steven F. Tunney, to me known personally, who, being by me duly sworn, did say that he is a COO and CFO of **MCG FINANCE CORPORATION**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said **MCG FINANCE CORPORATION** by authority of its Board of Directors (through its Credit Committee), and the said officer acknowledged said instrument to be his free act and deed.



Notary Public

My Commission Expires: My Commission Expires January 31, 2004

Intellectual Property

Talk.com Holding Corp. and Access One Communications Corp.:

Trademarks:

<u>Mark</u>	<u>Status</u>
Omnicall:	Registration #2,370,672 Prior Registrations #2,149,731 and #1,774,111 Registration Date: 7/25/00 Owner/Registrant: Omnicall, Inc.
Bizkick	Registration #2,382,952 Registration Date 9/5/00 Owner/Registrant: Omnicall, Inc.
Omnicall Mall:	Abandoned 7/1/99 Serial #75/538614 Filing Date: 8/18/98 Owner/Applicant: Omnicall, Inc.
Omniweb:	Abandoned 9/19/00 Serial #75/569,264 Filing Date: 10/13/98 Owner/Applicant: Omnicall International

Patents:

Automated Web Authoring and Publication System and Method
Omnicall's requested searches for "You'll love the difference" and
"Centrex" – pending.

Licenses:

- (i) Omnibill Services Agreement between The Other Phone Company and Profitec Inc. dated December, 1996, with respect to computer software.
- (ii) Program License Agreement dated May 30, 1997, between Profitec, Inc. and The Other Phone Company, with respect to the VISIBill program.
- (iii) Software License Agreement dated July 30, 1998, between BillSoft, Inc. and Access One Communications Corp., whereby BillSoft grants a license

to Access One Communications Corp. to use the BillSoft's hardware and the licensed products.

- (iv) License Agreement dated October 5, 1999, between Mantiss Information Corporation and Access One Communications Corp., with respect to the CLECWare computer software package.
- (v) Addendum to License Agreement between Extant (f/k/a Mantis, an Extant company) and Access One Communications Corp. dated October 5, 1999 with respect to telecommunications billing software capable of processing and transferring information from certain local exchange carriers.
- (vi) Computer Services and License Agreement dated November 28, 1999, between Cha Systems, Inc. and Access One Communications Corp., with respect to computer programs and instructions.
- (vii) License Agreement and Engagement Letter by and between Talk.com Holding Corp. and Epicor Software Corporation dated August 10, 2000 with respect to a general ledger software package.
- (viii) License Agreement dated December 24, 1997, between VLM Consulting, Inc. and Omnicall, Inc., with respect to certain telecommunications billing, call accounting, and database management software capable of accounting for and presenting telephone calling information in billing format.
- (ix) Master Purchase Agreement, dated September 2, 1999, between Talk.com Holding Corp and Davox Corporation (includes license to use certain proprietary software of Davox Corporation related to equipment purchased for use in providing telemarketing services).

Domain Names:

- (i) Registered under Access One Communications Corp.
Accessone.cc
Accessone.org

Other:

- (i) Internal "One Bill" and "Optis" billing system, which is not registered.
- (ii) "Omnicall International" is an unregistered tradename.
- (iii) Access One Communications Corp. and its subsidiaries assigned certain of their intellectual property to MCG Finance Corporation under the Intellectual Property Security Agreement between Access One Communications Corp. and its subsidiaries and MCG Finance Corporation for the purpose of securing the obligations of Access One

Communications Corp. and its subsidiaries to MCG Finance Corporation
and lenders under the Credit Facility Agreement, dated June 30, 1999.

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Trademarks:

<u>Mark</u>	<u>Status</u>
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Bizkick	Registration #2,382,952 Registration Date 9/5/00 Owner/Registrant: Omnicall, Inc.
Omnicall Mall:	Abandoned 7/1/99 Serial #75/538614 Filing Date: 8/18/98 Owner/Applicant: Omnicall, Inc.
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Communications Corp. and its subsidiaries to MCG Finance Corporation
and lenders under the Credit Facility Agreement, dated June 30, 1999.