

07-10-2002



Form PTO-1594
(Rev. 03/01)
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Tab settings

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102150023

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

1. Name of conveying party(ies):
Williams Communications, LLC
07/02/02

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Delaware Limited Liability
Company

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

2. Name and address of receiving party(ies)
Name: Bank of America, N.A.
Internal (as Administrative Agent)
Address: _____
Street Address: 901 Main Street, 64th Floor
City: Dallas State: TX Zip: 75202-374

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Texas
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: April 23, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
See attached list

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
See attached list

5. Name and address of party to whom correspondence concerning document should be mailed.
Name: Christine F. Benton
Internal Address: _____
Clifford Chance Rogers & Wells LLP
Street Address: 200 Park Avenue
City: New York State: NY Zip: 10166

6. Total number of applications and registrations involved: 26

7. Total fee (37 CFR 3.41) \$ 665
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
18-1843

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

07/09/2002 DBYRNE 00000052 101043 2227505
01 FC:401
02 FC:402

DO NOT USE THIS SPACE

9. Statement of Signatory
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.

Christine F. Benton
Name of Person Signing

C.F. Benton
Signature

June 26, 2002
Date

Total number of pages including cover sheet, attachments, and document: 12

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

TRADEMARK
REEL: 002541 FRAME: 0085

Williams Communications, LLC**Registration No.****Name of Mark**

2,227,585

TALK POINT & Design

2,306,604

iBEAM BROADCASTING

2,336,725

iBEAM

Application No.**Name of Mark**

75/606,382

MAXCASTER

76/170,327

ADMASTER

76/170,328

ACTIVECAST

76/205,944

MAKING STREAMS COME TRUE

76/189,110

STREAMING THE BEST OF YOUR BUSINESS

76/189,111

VIDEOVPN

76/306,582

DIGITAL RIGHTS AGENT

76/306,583

GEO AGENT

76/306,584

ADVERTISING AGENT

76/306,585

PAY-PER-VIEW AGENT

76/306,586

SYNDICATION MEDIA AGENT

76/012,194

AESP

76/012,196

C and Design

76/012,193

COREEXPRESS and Design

78/025,710

COREEXPRESS EXTRANET

78/030,305

COREEXPRESS INTRANET

78/024,609

COREEXPRESS PRIORITY WEB

76/242,285

DO MORE. TRUST THE CORE

76/012,140

IDES

78/041,044

INTELLIGENT INTERNET CORE

78/041,046

INTERNET CORE

76/012,195

INTERNET DATA EXCHANGE SYSTEM

76/012,138

THE FRAMEWORK FOR THE NEW DIGITAL ECONOMY

TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, Williams Communications, LLC, a Delaware limited liability company formerly Williams Communications, Inc., a Delaware corporation (herein referred to as the "**Lien Grantor**") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, the Lien Grantor, Williams Communications Group, Inc. ("**Holdings**"), the Lenders party thereto, Bank of America, N.A., as Administrative Agent and The Chase Manhattan Bank, as syndication agent are parties to an Amended and Restated Credit Agreement dated as of September 8, 1999 (as amended from time to time, the "**Credit Agreement**"); and

WHEREAS, pursuant to (i) a Security Agreement dated as of April 23, 2001 (as amended and/or supplemented from time to time, the "**Security Agreement**") among the Borrower, Holdings, the Subsidiary Loan Parties and Bank of America, N.A., as Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), and (ii) certain other Security Documents (including this Copyright Security Agreement), the Lien Grantor has secured certain of its obligations (the "**Secured Obligations**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Lien Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the

goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Lien Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Lien Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Trademark Collateral, however, shall not include property of the Lien Grantor of the type described in Section 2(b) of the Security Agreement.

The Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent not prohibited by the Security Agreement or the Credit Agreement, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the

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terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 23 day of April, 2001.

WILLIAMS COMMUNICATIONS, LLC
formerly WILLIAMS COMMUNICATIONS,
INC.



By: Howard S. Kalika
Name: Howard S. Kalika
Title: Vice President and Treasurer

Acknowledged:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____
Name:
Title:

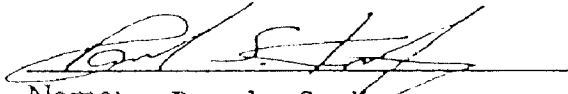
IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 23 day of April, 2001.

WILLIAMS COMMUNICATIONS, LLC
formerly WILLIAMS COMMUNICATIONS,
INC.

By: _____
Name:
Title:

Acknowledged:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Pamela S. Kurtzman
Title: Principal

STATE OF Oklahoma)
) ss.:
COUNTY OF Tulsa)

I, Lindal Potts, a Notary Public in and for said County, in the State aforesaid DO HEREBY CERTIFY, that Howard Kabeke, Vice President of Williams Communications, LLC formerly Williams Communications, Inc. (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, Howard Kabeke, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 23 day of April, 2007.

[Seal]

Lindal Potts
Signature of notary public
My Commission expires August 8, 2007

WILLIAMS COMMUNICATIONS, INC.

U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Atlantic Vision®	1,969,527	4/23/96
Clearly Ahead®	1,962,322	3/12/96
Cycle-Sat®	1,466,634 1,455,634	11/24/87
Dedicated Lite®	2,321,598	2/22/00
First Video®	1,784,986	7/27/93
First Video & design®	2,283,034	10/05/99
Flex-CIR®	2,339,356	4/4/00
Global Access®	2,226,815	7/23/99
Global Shuttle®	2,352,579	5/23/00
Linking Video Services Through Fiber Optics®	1,967,472	4/9/96
National Gateway®	1,420,451	12/9/86
Pacific Vision®	2,065,588	5/27/97
Encircled "V"®	2,281,216	6/28/99
VF & design®	2,281,219	6/28/99
VenueNet®	1,977,269	5/28/96
Vidgital®	2,033,067	1/21/97
Virtual Teleport®	2,060,832	5/13/97
Vyvx®	1,595,720	5/8/90
Vyvx & design®	1,929,143	10/24/95
When It's Video, Vyx It®	2,392,636	10/10/00

U.S. TRADEMARK APPLICATIONS

<u>TRADEMARK</u>	<u>SERIAL NUMBER</u>	<u>APPLICATION DATE</u>
adsInView SM	76/162980	11/9/00
AdHost SM	76/175,012	12/4/00
MediaAXess SM	76/162999	11/9/00
MediaXtranet SM	76/025612	4/17/00
The Catch Server SM 76/110,796	76/025612	8/17/00
The Catch Server TM	76/111191	8/17/00
The Only Wholesale-Only Multi-Service Network SM	76/111190	8/17/00
VyvxInView SM	76/162979	11/9/00
Vyvx MediaXtranet SM	76/025602	4/17/00

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