

11-19-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



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

102285186

Tab settings

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

1. Name of conveying party(ies):

ICG Communications, Inc.

11-13-02

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: October 10, 2002

2. Name and Address of receiving party(ies)

Name: Royal Bank of Canada

Internal Address: 5th Floor

Street Address: 1 Liberty Plaza

City: New York State: NY Zip: 10006

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Canadian Corporation

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) 75/260,581 76/104,973

B. Trademark Registration No.(s) See Attached

Additional number(s) attached Yes No

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

Name: Intellectual Property Docketing

Internal Address: SHEARMAN & STERLING

Street Address: 599 Lexington Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 3.41) \$ 365.00

- Enclosed, Authorized to be charged to deposit account

8. If check is missing or otherwise insufficient, charge deposit account number:

50-0324

(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.

Chad M. Yohn Name of Person Signing

Signature

November 6, 2002 Date

Total number of pages including cover sheet, attachments, and document: 17

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

11/18/2002 LMUELLER 00000341 75260581

01 FC:8521 02 FC:8522

40.00 OP 325.00 OP

# Continuation of Trademark Recordation Form Cover Sheet

## Continuation of Box 1.

2. Name of conveying party(ies):

ICG Canadian Acquisition, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

3. Name of conveying party(ies):

ICG Choicecom, L.P.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

4. Name of conveying party(ies):

ICG Choicecom Management, LLC

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

5. Name of conveying party(ies):

ICG Consolidated, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

6. Name of conveying party(ies):

ICG Equipment, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

7. Name of conveying party(ies):

ICG Holdings, Inc.

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

Other \_\_\_\_\_

8. Name of conveying party(ies):

ICG Mountain View, Inc.

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

Other \_\_\_\_\_

9. Name of conveying party(ies):

ICG Services, Inc.

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

Other \_\_\_\_\_

10. Name of conveying party(ies):

ICG Telecom Group, Inc.

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

Other \_\_\_\_\_

11. Name of conveying party(ies):

ICG Telecom Group of Virginia, Inc.

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

Other \_\_\_\_\_

12. Name of conveying party(ies):

Nikonet, LLC

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

Other Limited Liability Company \_\_\_\_\_

**Continuation of Box 4:**

**Trademark Registration**

2,326,233	2,315,289	2,363,042	2,297,397	2,315,341	2,359,079
2,324,176	2,252,950	2,270,982	2,036,545	2,003,052	1,428,751

**NO ADDITIONAL PAGES**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated October 10, 2002, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Royal Bank of Canada, as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, ICG Communications, Inc., a Delaware corporation, has entered into a Credit Agreement dated as of July 25, 2002 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Royal Bank of Canada, as Administrative Agent and as Collateral Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances by the Lenders under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated October 10, 2002 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");
- (iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

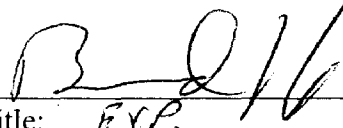
SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

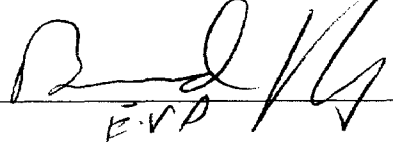
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ICG COMMUNICATIONS, INC.

By   
Title: VP

Address for Notices:  
161 Inverness Dr. West  
Englewood, CO 80112

ICG CANADIAN ACQUISITION, INC.

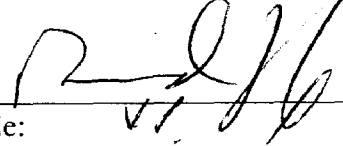
By   
Title: VP

Address for Notices:  
161 Inverness Dr. West  
Englewood, CO 80112

ICG CHOICECOM, L.P.

By: ICG ChoiceCom Management, LLC, its General Partner

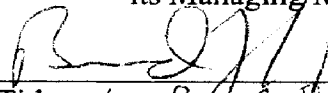
ICG Telecom Group, Inc., its Managing Member

By   
Title: VP

Address for Notices:  
161 Inverness Dr. West  
Englewood, CO 80112

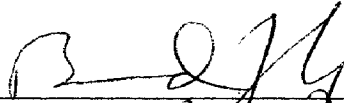
ICG CHOICECOM MANAGEMENT, LLC

By: ICG Telecom Group, Inc.  
its Managing Member

By   
Title: Vice President

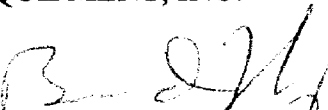
Address for Notices:  
161 Inverness Dr. West  
Englewood, CO 80112

ICG CONSOLIDATED, INC.

By:   
Title: E.V. President

Address for Notices:  
161 Inverness Dr. West  
Englewood, CO 80112

ICG EQUIPMENT, INC.

By   
Title: Executive Vice President

Address for Notices:  
161 Inverness Dr. West  
Englewood, CO 80112

ICG HOLDINGS, INC.

By   
Title: Executive Vice President

Address for Notices:  
161 Inverness Dr. West  
Englewood, CO 80112

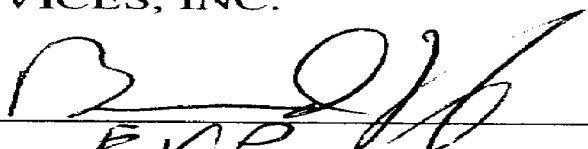


ICG MOUNTAIN VIEW, INC.

By   
Title: VP

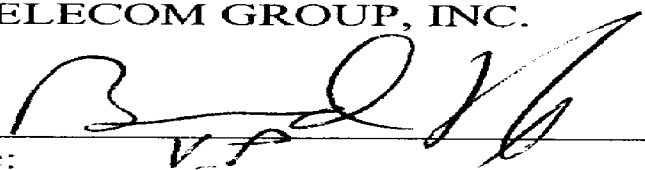
Address for Notices:  
161 Inverness Dr. West  
Englewood, CO 80112

ICG SERVICES, INC.

By   
Title: VP


Address for Notices:  
161 Inverness Dr. West  
Englewood, CO 80112

ICG TELECOM GROUP, INC.

By   
Title: VP

Address for Notices:  
161 Inverness Dr. West  
Englewood, CO 80112


ICG TELECOM GROUP OF VIRGINIA, INC.

By   
Title: VP

Address for Notices:  
161 Inverness Dr. West  
Englewood, CO 80112

NIKONET, LLC

By: ICG Telecom Group, Inc.  
its Managing Member

By  \_\_\_\_\_  
Title: *Vice President*

Address for Notices:  
161 Inverness Dr. West  
Englewood, CO 80112

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**  
**Schedule A**

**Patents**

None

**INTELLECTUAL PROPERTY SECURITY AGREEMENT****Schedule B****Trademarks**

<b>GRANTOR</b>	<b>TRADEMARK</b>	<b>COUNTRY</b>	<b>REG. NO.</b>	<b>APPLIC NO.</b>	<b>FILING DATE</b>	<b>ISSUE DATE</b>
ICG Communications, Inc.	ICG COMMUNICATIONS AND DESIGN	US	2326233	75/653915	03/04/1999	Registered 03/07/2000
ICG Communications, Inc.	ICG	US	2315289	75/363242	09/25/1997	Registered 02/08/2000
ICG Communications, Inc.	ICG	US	2363042	75/499256	06/09/1998	Registered 06/27/2000
ICG Communications, Inc.	ICG COMMUNICATIONS, INC.	US	2297397	75/402067	12/08/1997	Registered 12/07/1999
ICG Communications, Inc.	DESIGN ONLY [ICG LOGO (diamond)]	US	N/A	75/260581	03/20/1997	N/A
ICG Communications, Inc.	ICG TELECOM GROUP, INC.	US	2315341	75/402060	12/08/1997	Registered 02/08/2000
ICG Communications, Inc.	ICG FIBER OPTIC TECHNOLOGIES	US	2359079	75/402065	12/08/1997	Registered 06/20/2000
ICG Communications, Inc.	HELLO ICG	US	2324176	75/653524	03/04/1999	Registered 02/29/2000
ICG Communications, Inc.	ICONVERGE	US	N/A	76/104973	08/07/2000	N/A
ICG Communications, Inc.	ICG SATELLITE SERVICES	US	2252950	75/402066	12/08/1997	Registered 06/15/1999
ICG ChoiceCom, L.P.	CHOICECOM	US	2270982	75/229407	01/09/1997	Registered 08/17/1999
Communications Buying Group, Inc.	CBG VOICE MAIL	US	2036545	74/695,134	06/29/1995	Registered 02/11/1997

<b>GRANTOR</b>	<b>TRADEMARK</b>	<b>COUNTRY</b>	<b>REG. NO.</b>	<b>APPLIC NO.</b>	<b>FILING DATE</b>	<b>ISSUE DATE</b>
Communications Buying Group, Inc.	CBG & DESIGN	US	2003052	75/003,239	10/10/1995	Registered 09/24/1996
Bay Area Teleport, Inc.	BAY AREA TELEPORT	US	1428751	73/526580	03/12/1985	Registered 02/10/1987
ICG Telecom Group, Inc.	THE LOUISVILLE PHONE COMPANY	US State Registration in Kentucky	11391	N/A	N/A	Registered 04/20/1998

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**  
**Schedule C**

**Copyrights**

None

326539.01-Chicago Server 2A

**RECORDED: 11/13/2002**

**TRADEMARK**  
**REEL: 002619 FRAME: 0393**