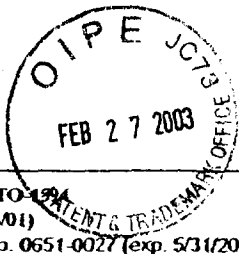


03-04-2003



102379455



Form PTO-199A (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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): 2-27-03 BANK OF AMERICA, N.A. (as administrative agent for the Lenders) [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Texas [] Other

2. Name and address of receiving party(ies) Name: WITTEL COMMUNICATIONS, LLC Internal (formerly known as WILLIAMS COMMUNICATIONS, LLC) Address: COMMUNICATIONS, LLC Street Address: One Technology Center City: Tulsa State: OK Zip: 74103 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [x] Other Delaware Limited Liability Company

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

3. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [x] Other Partial Release of Security Interest Execution Date: February 14, 2003

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 [x] No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2227585 2676372

Additional number(s) attached [] Yes [x] No

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

Name: Christine F. Benton

Internal Address: Clifford Chance US LLP

6. Total number of applications and registrations involved

2

7. Total fee (37 CFR 3.41) \$ 65

[] Enclosed [x] Authorized to be charged to deposit account

Street Address: 200 Park Avenue

8. Deposit account number:

18-1843

City: New York State: NY Zip: 10166

(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.

Christine F. Benton

C.F. Benton

Feb. 26, 2003

Name of Person Signing

Signature

Date

9

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

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

PARTIAL RELEASE OF SECURITY INTEREST

THIS PARTIAL RELEASE OF SECURITY INTEREST (this "Release") is made as of February 14, 2003 by BANK OF AMERICA, N.A., as administrative agent for the Lenders (as such term is defined in the Credit Agreement (defined below)) (in such capacity, the "Administrative Agent"), in favor of WILTEL COMMUNICATIONS, LLC (f/k/a WILLIAMS COMMUNICATIONS, LLC, a Delaware limited liability company (the "Borrower").

WHEREAS, Borrower entered into a certain Amended and Restated Second Amended and Restated Credit and Guaranty Agreement dated as of September 8, 1999, as amended and restated as of April 25, 2001, and as further amended and restated as of October 15, 2002 (the "Credit Agreement"), among the Borrower, the Guarantors (as defined therein), the Lenders, the Administrative Agent, JP Morgan Chase Bank, as Syndication Agent (as defined therein), and Salomon Smith Barney Inc., and Merrill Lynch & Co., as Co-Documentation Agents (as defined therein);

WHEREAS, pursuant to (i) an Amended and Restated Security Agreement dated as of April 23, 2001, as amended and restated as of October 15, 2002 (the "Security Agreement"), among the Borrower, Holdings (as defined therein), the other Loan Parties (as defined therein) and the Administrative Agent, (ii) an Amended and Restated Trademark Security Agreement dated as of April 23, 2001, as amended and restated as of October 15, 2002 (the "Trademark Security Agreement"), among the Borrower, Holdings (as defined therein), the other Loan Parties (as defined therein) and the Administrative Agent, (iii) an Amended and Restated Copyright Security Agreement dated as of April 23, 2001, as amended and restated as of October 15, 2002 (the "Copyright Security Agreement"), among the Borrower, Holdings (as defined therein), the other Loan Parties (as defined therein) and the Administrative Agent, (iv) an Amended and Restated Patent Security Agreement dated as of April 23, 2001, as amended and restated as of October 15, 2002 (the "Patent Security Agreement"), among the Borrower, Holdings (as defined therein), the other Loan Parties (as defined therein) and the Administrative Agent, and (v) certain other Loan Documents (as defined in the Credit Agreement), the Borrower and each other Loan Party has granted, pledged, assigned and hypothecated to the Administrative Agent for the benefit of the Secured Parties (as defined in the Credit Agreement) a continuing security interest in all right, title and interest of the Borrower and/or such Loan Party in and to, and lien upon, among other things, certain assets identified in Exhibit A hereto (the "Assets"), which security interest and liens were perfected, among other things, by means of the recordation of the Trademark Security Agreement in the U.S. Patent and Trademark Office and the Copyright Security Agreement in the U.S. Copyright Office;

WHEREAS, pursuant to a certain Asset Purchase Agreement dated as of January 27, 2003 (the "Purchase Agreement"), a copy of which is annexed hereto as Exhibit B, the Borrower intends to sell certain of its equipment and assets used in connection with its Webcasting Business (as defined in the Purchase Agreement), including the Assets, to Video Network Communications, Inc., a Delaware corporation (the "Purchaser");

NYA 585834.4

TRADEMARK
REEL: 002682 FRAME: 0557

WHEREAS, the capitalized terms used herein and not otherwise defined herein or where no definition is referenced shall have the meanings ascribed to them in the Credit Agreement; and

WHEREAS, the Administrative Agent has agreed to release its security interest in and lien upon the Assets to be sold, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Administrative Agent and the Borrower hereby agree as follows:

1. Release. The Administrative Agent hereby releases and discharges its security interests in and lien upon the Assets. Notwithstanding the foregoing, this Release specifically excludes, and shall have no effect upon, the Administrative Agent's security interests in or liens upon any other Collateral (as defined in the Security Agreement) and the Borrower's rights under the Purchase Agreement, including any right to receive payment under the Purchase Agreement from the Purchaser.

2. Further Assurances. The Administrative Agent acknowledges and agrees to execute and deliver all such other documents and statements reasonably requested by the Borrower to further evidence or effect the partial release set forth in Section 1 above.

3. Other Security Interests. The Borrower hereby acknowledges and agrees that the security interests in and to the other Collateral (as defined in the Security Agreement) and any rights under the Purchase Agreement, including in respect of Purchaser's obligations under the Purchase Agreement, shall not be subject to the release contemplated herein and the validity and priority of the Administrative Agent's liens and security interests in such assets shall not be affected by this Release.

4. Counterparts. This Release may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page by telecopier shall be effective as delivery of a manually executed counterpart.

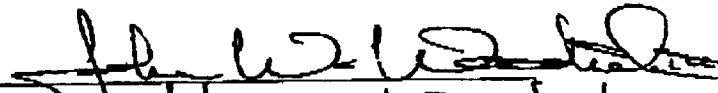
5. Entire Agreement; Successors and Assigns. This Release constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, supercedes any prior agreements between them and shall bind and benefit the parties hereto and their respective successors and assigns.

6. **GOVERNING LAW. THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCLUDING ANY CONFLICTS-OF-LAWS RULES THAT WOULD OTHERWISE CAUSE THE LAWS OF ANY OTHER JURISDICTION TO APPLY.**

7. Headings. Section headings in this Release are included for convenience of reference only and are not part of this Release for any other purpose.

IN WITNESS WHEREOF, the undersigned have caused this Release to be executed by their duly authorized representatives as of the date first above written.

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

By: 
Name: John W. Woodard III
Title: Managing Director

WILTEL COMMUNICATIONS, LLC

By: _____
Name:
Title:

NYA 585834.4

** TOTAL PAGE.02 **

TRADEMARK
REEL: 002682 FRAME: 0559

IN WITNESS WHEREOF, the undersigned have caused this Release to be executed by their duly authorized representatives as of the date first above written.

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

By: _____
Name:
Title:

WILTEL COMMUNICATIONS, LLC

By: *Ken Kinnear*
Name: **Ken Kinnear**
Title: **Vice President and Controller**

NVA 585834.4

EXHIBIT A
TO
PARTIAL RELEASE OF SECURITY INTEREST

SCHEDULE OF ASSETS

UNITED STATES COPYRIGHTS

Work	Date of Creation	Filing Date	Jurisdiction	Reg. No.
WebCast Encoder V.1	March 2000	5/25/2000	U.S.	TXu-954-017
WebCast Media Indexer V.1	March 2000	5/25/2000	U.S.	TXu-954-016
WebCast NV Service V.1	March 2000	5/25/2000	U.S.	TXu-954-026
WebCast Photo Processor V.1	March 2000	5/25/2000	U.S.	TXu-954-022
WebCast Scheduler V.1	March 2000	5/25/2000	U.S.	TXu-954-029

TRADEMARK REGISTRATION

Trademark	Class	Registration Number	Registration Date	Jurisdiction
TalkPoint and Design®	42	2,227,585	3/2/1999	U.S.

TRADEMARK APPLICATION

Trademark	Class	Serial Number	Application Date	Jurisdiction
ActiveCast	38	76/170,328	11/22/00	U.S.

NYA 585834.4

TRADEMARK
REEL: 002682 FRAME: 0561

EXHIBIT B
TO
PARTIAL RELEASE OF SECURITY INTEREST

PURCHASE AGREEMENT

(See attached)

NYA 585834.4

RECORDED: 02/27/2003

TRADEMARK
REEL: 002682 FRAME: 0562