

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EPIK Communications, Inc.		07/28/2003	Delaware Corporation:

RECEIVING PARTY DATA

Name:	Odyssey Telecorp, Inc.
Street Address:	444 High Street, Suite 400
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	Delaware Corporation:

PROPERTY NUMBERS Total: 13

Property Type	Number
Registration Number:	2124646
Registration Number:	2625865
Registration Number:	2625745
Serial Number:	76313889
Serial Number:	76317817
Serial Number:	76343412
Serial Number:	76343575
Serial Number:	76025145
Serial Number:	78167235
Serial Number:	76104002
Serial Number:	76286087
Serial Number:	76286088
Serial Number:	76071802

CORRESPONDENCE DATA

OP \$340.00 2124646

Fax Number: (415)772-6268

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 415-772-6978

Email: mware@hewm.com

Correspondent Name: Marina Ware

Address Line 1: 333 Bush Street

Address Line 2: 30th Floor

Address Line 4: San Francisco, CALIFORNIA 94104

NAME OF SUBMITTER:

Marina Ware

Total Attachments: 5

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COLLATERAL GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

This Collateral Grant of Security Interest in Patents and Trademarks (this "Agreement") is made on this 28th day of July, 2003, by EPIK COMMUNICATIONS INCORPORATED, a Delaware corporation ("Grantor"), for the benefit of ODYSSEY TELECORP, INC., a Delaware corporation ("Grantee").

WHEREAS, Grantor owns an interest in the patents and applications for patents, and is a party to the patent licenses listed on Schedule A;

WHEREAS, Grantor owns an interest in the trademarks and applications for trademarks, and is a party to the trademark licenses listed on Schedule B; and

WHEREAS, pursuant to that certain Secured Promissory Note and Security Agreement dated July 28, 2003 by Grantor in favor of Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Note"), Grantor granted to Grantee a security interest in all of Grantor's assets, including all right, title and interest of Grantor in, to and under all of its patents, trademarks, patent licenses, trademark licenses, and applications for patents or trademarks, and all renewals thereof, in each case whether presently existing or hereafter arising or acquired, to secure the payment of all of Grantor's obligations to Grantee under the Note (the "Secured Obligations").

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

1. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of the Secured Obligations, Grantor hereby reaffirms its grant of, and further grants to Grantee a continuing security interest in all of Grantor's now existing or hereafter acquired right, title, and interest in all of the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising:

- (a) all patents, patent licenses, and applications for patents, including those listed on Schedule A;
- (b) all trademarks, trademark licenses, and applications for trademarks, including those listed on Schedule B; and
- (c) all Proceeds (as defined in the Uniform Commercial Code as the same is, from time to time, in effect in the Delaware) of the foregoing.

2. Authorization. Grantor hereby authorizes Grantee to file this Agreement with the U.S. Patent and Trademark Office and take any other actions necessary to enable Grantee to perfect its security interest in the Intellectual Property Collateral. Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement and the interests herein granted.

3. Security for Secured Obligations. The security interest in the intellectual Property Collateral is granted to secure the Secured Obligations under and pursuant to the Note. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Note, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. All capitalized terms and rules of construction used herein, but not defined or established herein shall be applied herein as defined or established in the Note.

4. Governing Law. This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of law principles hereof, and (where applicable) the laws of the State of Delaware (with respect to certain requirements related to filing regarding the Intellectual Property Collateral) and the United States of America.

5. Further Assurances. At any time and from time to time, upon the written request of Grantee, and at the sole expense of Grantor, Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as Grantee may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and the Note, and of the rights and powers herein and therein granted, including, without limitation, the filing of any additional, supplemental, or amended Collateral Grant of Security Interest of Patents and Trademarks with the U.S. Patent and Trademark Office, or the filing of any financing statements or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the liens created hereby or in the Note.

6. Grantee's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, subject to the terms of the Note, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name against any third parties to enforce Grantee's interests in and to the Intellectual Property Collateral, and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute and deliver any and all proper documents, instruments or information that may be necessary or desirable to aid Grantee in such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses, including reasonable attorneys' fees, incurred by Grantee in the exercise of the foregoing rights. Any recovery from such suits shall be applied by Grantee in the order or priorities determined by Grantee in its sole discretion.

7. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided by a writing signed by Grantor and Grantee.

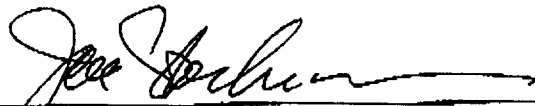
8. Binding Effect. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Grantee, its nominees and assigns.

9. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first set forth above.

Grantor:

EPIK COMMUNICATIONS INCORPORATED

Signature: 
Print Name: Joe Stockwell
Title: President

SCHEDULE A
TO AMENDED AND RESTATED COLLATERAL GRANT OF SECURITY
INTEREST IN PATENTS AND TRADEMARKS BY EPIK COMMUNICATIONS
INCORPORATED IN FAVOR OF ODYSSEY TELECORP, INC.

PATENTS, PATENT APPLICATIONS AND PATENT LICENSES

PATENTS		
Patent Name	Status and Date Issued	Patent Number

PATENT APPLICATIONS		
Name	Status and Date Filed	Application Number

PATENT LICENSES			
Name	Licensor	Licensee	Patent Number

SCHEDULE B
TO AMENDED AND RESTATED COLLATERAL GRANT OF SECURITY
INTEREST IN PATENTS AND TRADEMARKS BY EPIK COMMUNICATIONS
INCORPORATED IN FAVOR OF ODYSSEY TELECORP, INC.

TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK
LICENSES TRADEMARKS

TRADEMARKS			
Name	Date Filed or Issued	Serial Number	Status
EPIC	03/10/95	74-644518	Registered
E EPIK COMMUNICATIONS	03/08/00	75-939545	Registered
EPIK	01/04/00	75-886433	Registered
ENLIGHTENED OPTICAL	09/19/01	76-313889	Published
ENLIGHTENED OPTICAL	09/28/01	76-317817	Published
ENLIGHTENED ETHERNET	12/03/01	76-343412	Published
ENLIGHTENED ETHERNET	12/03/01	76-343575	Published
ENLIGHTENED IP	04/13/00	76-025145	Pending
WE DO MORE THAN PROMISE. WE DELIVER	09/24/02	78-167235	Pending
NAP OF THE AMERICAS	08/03/02	76-104002	Pending
VIPER	07/17/01	76-286087	Abandoned
VIPER	07/17/01	76-286088	Abandoned
VIRTUAL FIBER TRADEMARK APPLICATIONS	06/16/00	76-071802	Abandoned

TRADEMARK APPLICATIONS			
Name	Date Filed	Serial Number	Status
TRADEMARK LICENSES			
Name	Date Filed	Licensee	Number