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10-09-2003



Docket No.:

Tab settings

To the Honorable Commissioner of Patents

102571725

ached original documents or copy thereof.

1. Name of conveying party(ies):
Source One Communications, Inc.

10.3.03

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State **Delaware**
 Other _____

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: **The Provident Bank**

Internal Address: **One Columbus**

Street Address: **10 West Broad Street, Suite 200**

City: **Columbus** State: **OH** ZIP: **43215**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other **Ohio banking corporation**

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **September 12, 2003**

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

A. Trademark Application No.(s)

Additional numbers

B. Trademark Registration No.(s)

2,740,157

Yes No

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

Name: **Cory M. Amron, Esquire**

Internal Address: _____

Vorys, Sater, Seymour and Pease, LLP

Street Address: **1828 L Street, NW**

11th Floor

City: **Washington** State: **DC** ZIP: **20036**

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:

22-0585

10/06/2003 DBYRNE 00000083 2740157
01 FC:0521 40.00 OP

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.

Cory M. Amron *Cory Amron* **10.3.03**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and

15

TRADEMARK

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of September 12, 2003 is made between THE PROVIDENT BANK, an Ohio banking corporation, as Agent for the benefit of the Secured Creditors (as defined below) ("Agent"), and SOURCE ONE COMMUNICATIONS, INC., a Delaware corporation ("Guarantor").

1. DEFINITIONS.

1.1 Defined Terms. Any capitalized term used, but not defined in, this Agreement will have the meaning given in the Credit Agreement by and among Georgeson Shareholder Communications Inc., a Delaware corporation ("Borrower") and the Secured Creditors dated as of the date of this Agreement (the "Credit Agreement"). In addition to the other terms defined in this Agreement, whenever the following capitalized terms (whether or not underscored) are used, they shall be defined as follows:

"Code" means the Uniform Commercial Code, as enacted in the State of Ohio, Section 1301.01 *et seq.* of the Ohio Revised Code, as amended from time to time.

"Event of Default" means any one or more of the following, whether or not within the control of Guarantor: (i) any warranty or representation made or furnished by, or on behalf of, Guarantor in connection with this Agreement or the Guaranty is untrue or incorrect in any material respect; or (ii) an Event of Default (as defined in the Credit Agreement) has occurred.

"Guaranty" means the Guaranty made by Guarantor in favor of Secured Creditors.

"Obligations" means the "Guaranteed Obligations", as defined in the Guaranty.

"Secured Creditor Affiliate" means an Affiliate of a Secured Creditor.

"Secured Creditors" means, collectively, Agent, each Lender (as defined in the Credit Agreement) and the LC issuer (as defined in the Credit Agreement).

1.2 Other Definitional Provisions; Construction. Unless otherwise specified,

(i) As used in this Agreement, accounting terms relating to Guarantor not defined in this Agreement have the respective meanings given to them in accordance with GAAP.

(ii) References to the Uniform Commercial Code, or UCC, mean as enacted in the particular jurisdiction(s) encompassed by the reference.

(iii) The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements,

restatements and amendments thereof. All Exhibits and Schedules attached to this Agreement are incorporated into, made and form an integral part of, this Agreement for all purposes.

(iv) "Hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Guarantor is to be taken promptly, unless the context clearly indicates the contrary.

(v) All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Code will, unless the context indicates otherwise, have the meanings provided for now or hereafter in the Code.

(vi) "material item of the Trademark Collateral" means each item of the Trademark Collateral unless, with respect to the applicable item of Trademark Collateral, the goodwill of the business connected with and symbolized by such application, registration, trademark or service mark is not necessary in the conduct of Guarantor's business.

2. GRANT OF SECURITY. To secure the full, prompt and complete payment and performance of the Obligations, Guarantor hereby grants to, and creates in favor of, Agent a continuing security interest in, and Lien on, all of the Trademark Collateral. As used in this Agreement, "Trademark Collateral" means, collectively, (i) all of Guarantor's right, title and interest in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (i) being collectively, the "Trademarks"); (ii) all renewals of each of the Trademarks; (iii) all income, royalties, damages and payments now and in the future due or payable under with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (iv) all rights to sue for past, present and future infringements of any and all Trademarks; (v) all rights corresponding to each of the Trademarks throughout the world; (vi) all rights of Guarantor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications, including the licenses listed on Schedule I and the Trademark Licenses (as defined in Section 3.1) (Guarantor's rights as licensor or licensee sometimes referred to in this Agreement collectively as "Trademark License Rights"); (vii) together in each case with the goodwill of Guarantor's business connected with the use of, and symbolized by, the Trademark Collateral; and (viii) all proceeds (in whatever form) of any of the foregoing. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Guarantor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from Trademark Collateral for purposes of this Agreement. Guarantor hereby authorizes the Agent to complete, execute and file any document cover sheets and recordation form cover sheets evidencing security interests in the Trademark Collateral permitted or required to evidence such security interests by the United States Patent and Trademark Office (and the respective regulations and laws governing the

same), and this Agreement, any extracts hereof and any amendments hereto, with the United States Patent and Trademark Office.

3. LICENSES.

3.1 Licenses. Guarantor expressly represents, warrants, covenants and agrees that Guarantor shall not license, as licensor, any Trademarks (a "Trademark License") included in the Trademark Collateral without the prior written consent of Agent, which consent will not be unreasonably withheld by Agent, and each such Trademark License so granted shall be subject to the terms and conditions of this Agreement, including the termination provisions in Section 3.2; provided that the Agent shall not be under any obligation to consent to a Trademark License if any Event of Default has occurred and is continuing (and has not been waived).

3.2 Event of Default. If an Event of Default occurs, Agent shall have the right, immediately or at any time thereafter, in its sole discretion, to deliver to Guarantor and to each licensee under a Trademark License notice terminating the Trademark Licenses, whereupon (i) the Trademark Licenses will automatically and immediately terminate without any further notice or demand (which Guarantor expressly waives); (ii) all rights and interests of the licensees in and to and under the Trademark Licenses will revert to Guarantor; and (iii) all rights of the licensees in the Trademark Collateral will cease to exist and be void. If the Event of Default is cured to Agent's satisfaction or is waived in writing by Agent, then, without any further action on the part of Agent, the Trademark Licenses will immediately revert with the licensees on the cessation of the Event of Default subject to the terms of this Agreement.

4. REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants that:

(i) Guarantor is the sole legal and beneficial owner of the entire right, title and interest in and to the Trademark Collateral, free and clear of any Lien, option, or license except as otherwise disclosed in Schedule I.

(ii) Set forth in Schedule I is a complete and accurate list of all Trademarks and the Trademark License Rights owned by Guarantor or in which Guarantor has any rights.

(iii) Each Trademark identified in Schedule I is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and each registered trademark and service mark and, to Guarantor's knowledge, each application for trademark and service mark registration is valid, registered or registrable and enforceable. Guarantor has notified Agent in writing of all prior uses of any material item of the Trademark Collateral of which Guarantor is aware which could lead to such item becoming invalid or unenforceable, including prior unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such item.

(iv) Guarantor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Trademark Collateral except as otherwise disclosed in Schedule I.

(v) Reasonable and proper statutory notice has been used in connection with the use of each registered trademark and service mark necessary in the conduct of Guarantor's business.

(vi) The Trademark License Rights are in full force and effect, and Guarantor is not in default under any of the Trademark License Rights and, to Guarantor's knowledge, no event has occurred which with notice, the passage of time, the satisfaction of any other condition, or all of them, might constitute a default by Guarantor under the Trademark License Rights.

(vii) Except for the filing of UCC financing statements, no authorization, consent, approval or other action by, and no notice to or filing or recording with, any Governmental Authority is currently or is reasonably expected to be required either (a) for the grant by Guarantor of the Liens granted hereby or for the execution, delivery or performance of this Agreement by Guarantor, or (b) for the perfection of or the exercise by Agent of its rights and remedies hereunder.

5. FURTHER ASSURANCES.

5.1 Required Guarantor Actions. Guarantor will from time to time, at its expense, promptly execute and deliver all further instruments, documents and agreements take all further action, that may be necessary or desirable, or that Agent may reasonably request, in order to (i) continue, perfect and protect the security interests and Liens granted or purported to be granted by this Agreement or (ii) enable Agent to exercise and enforce its rights and remedies under this Agreement with respect to any part of the Trademark Collateral.

5.2 Financing Statements. Without limiting the generality of Section 5.1, Agent is authorized by Guarantor (i) to file one or more financing statements disclosing Agent's security interest and Lien under this Agreement and to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed naming Guarantor as debtor and Agent as secured party and (ii) to give notice to any creditor or landlord of Guarantor or to any other Person to whom Agent may reasonably determine it is necessary or desirable under applicable law to give notice to perfect or preserve Agent's interests in the Trademark Collateral.

5.3 Further Information. Guarantor will furnish to Agent from time to time statements and schedules further identifying and describing the Trademark Collateral, including any licensing of Trademark Collateral, and all other reports in connection with the Trademark Collateral as Agent may reasonably request, all in reasonable detail.

5.4 Additional Ownership Interests. Guarantor agrees that, should it obtain an ownership interest in any Trademark License Rights or Trademarks, which is not now identified in Schedule I, (i) Guarantor will give prompt written notice to Agent, (ii) the provisions of Section 2 shall automatically apply to the Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications) acquired or obtained, and (iii) each of such Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications), together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral. Guarantor authorizes Agent to modify

this Agreement by amending Schedule I to include any of the Trademark License Rights or Trademarks which become part of the Trademark Collateral under this Section 5.4.

5.5 Maintenance of Rights. Guarantor will take all reasonably necessary steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to maintain each registered Trademark and to pursue each material item of Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings. To the extent reasonably necessary to the conduct of its businesses, Guarantor agrees to take corresponding steps with respect to the other items of Trademark Collateral (*i.e.*, exclusive of any material item of Trademark Collateral) and each new or other registered Trademark and application for Trademark registration to which Guarantor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Guarantor. Guarantor shall not (i) abandon any registration of or any material item of Trademark Collateral or (ii) abandon any right to file an application for Trademark registration, or, with respect to any other Trademark Collateral (*i.e.*, exclusive of any material item of Trademark Collateral), abandon any pending application, registration, or Trademark, unless the goodwill of the business connected with and symbolized by such application, registration, or Trademark is not necessary in the conduct of Guarantor's business.

5.6 Notification. Guarantor will notify Agent immediately when Guarantor learns (i) that any material item of the Trademark Collateral may become abandoned or dedicated; (ii) of any adverse determination or any development (including the institution of any proceeding in the United States Patent and Trademark Office or any other U.S. or foreign court or tribunal of any kind) regarding any material item of the Trademark Collateral; or (iii) that Guarantor is or potentially could be in default of any of the Trademark License Rights.

5.7 Infringement. If Guarantor becomes aware that any material item of the Trademark Collateral is infringed or misappropriated by any Person, Guarantor will promptly notify Agent and will, if Guarantor shall reasonably deem appropriate under the circumstances, promptly sue for infringement or misappropriation and for recovery of all damages caused by the infringement or misappropriation, and will take all other actions as Guarantor reasonably deems appropriate under the circumstances to protect the Trademark Collateral. Any expense incurred in connection with the foregoing activities will be borne by Guarantor.

5.8 Statutory Notice. Guarantor will continue to use, and will cause the use of, reasonable and proper statutory notice in connection with its use of each registered trademark or service mark necessary in the conduct of Guarantor's business.

6. TRANSFERS AND OTHER LIENS. Guarantor will not:

(i) sell, assign (by operation of law or otherwise), license or otherwise dispose of any of the Trademark Collateral, except (a) as expressly permitted by the Credit Agreement or (b) as expressly permitted by this Agreement;

(ii) create or suffer to exist any Liens on, or with respect to, any of the Trademark Collateral except as otherwise disclosed in Schedule I or as otherwise expressly permitted by the Credit Agreement; or

(iii) take any other action in connection with any of the material items of Trademark Collateral that could impair the value of the interests or rights of Guarantor or Agent in, to or under such Trademark Collateral.

7. POWER OF ATTORNEY. Guarantor hereby irrevocably appoints Agent as Guarantor's attorney-in-fact, with full authority in Guarantor's place, stead and on behalf of Guarantor and in Guarantor's name or otherwise, from time to time in Agent's sole and absolute discretion, to take any action and to execute any instrument that Agent may deem necessary or advisable upon the occurrence and during the continuance of an Event of Default (which has not otherwise been waived in writing) to accomplish the purposes of this Agreement including:

(i) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under, or in respect of, any and all of the Trademark Collateral;

(ii) to receive, indorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (i) of this Section 7; and

(iii) (a) to file any claims or take any action or institute any proceedings that Agent may deem necessary or desirable for the collection of any of the Trademark Collateral, (b) to assign of record in the United States Patent and Trademark Office (and each other applicable Governmental Authority) any and all of the Trademark Collateral in Agent's name (or the name of any nominee), or (c) otherwise to enforce the rights of Agent with respect to any of the Trademark Collateral.

8. AGENT MAY PERFORM.

8.1 Performance by Agent. If Guarantor fails to perform any of its obligations contained in this Agreement after notice from Agent, Agent (solely at its option without any obligation to do so) may itself perform, or cause performance of, such obligations, and the expenses of Agent incurred in connection therewith shall be payable under the Credit Agreement.

8.2 Agent May Bring Suit. On, and at any time after, the occurrence of an Event of Default and during the continuance thereof, Agent will have the right, but in no way will be obligated, to bring suit in its own name or in the name of Guarantor to enforce any part of the Trademark Collateral. Guarantor will at the reasonable request of Agent do any and all lawful acts and sign any and all proper documents required by Agent in aid of Agent's enforcement actions. On Agent's demand, Guarantor will promptly reimburse and indemnify the Secured Creditors for all costs and expenses incurred by Agent in the exercise of its rights under this Section 8.

9. AGENT'S DUTIES. The powers and rights conferred on Agent under this Agreement are solely to protect its interests in the Trademark Collateral and will not impose any duty on Agent to exercise any of the powers or rights. Except for the reasonable care of any Trademark Collateral in its custody and possession and the accounting for moneys actually received by it under this Agreement, Agent will have no duty as to any Trademark Collateral or as to the taking of any necessary steps to preserve rights against other Persons or any other rights pertaining to any Trademark Collateral. Agent will be deemed to have exercised reasonable care of the Trademark Collateral in its custody and possession if the Trademark Collateral is accorded treatment substantially equal to that which Agent accords its own property.

10. REMEDIES. If any Event of Default occurs and is continuing:

(i) Agent may exercise in respect of the Trademark Collateral, in addition to other rights and remedies provided for in this Agreement or otherwise available to Agent, all the rights and remedies of a secured party on default under the Code (whether or not the Code applies to the affected Trademark Collateral) and also may do any one or more of the following at Agent's option: (a) cause the assignment of record in the United States Patent and Trademark Office (and each other applicable Governmental Authority) of the Trademark Collateral in Agent's name or in the name of any nominee of Agent; (b) exercise any and all rights and remedies of Guarantor under or otherwise in respect of the Trademark Collateral; (c) require Guarantor to, and Guarantor at its expense will, immediately on Agent's request assemble all or any part of the documents embodying the Trademark Collateral as directed by Agent and make the documents available to Agent at a place to be designated by Agent which is reasonably convenient to both Agent and Guarantor; (d) license the Trademark Collateral or any part thereof, or assign its rights to the Trademark License Rights to any Person and exercise any and all rights and remedies of Guarantor under or in connection with the Trademark Licenses or otherwise in respect of the Trademark Collateral; and (e) with 10 days advance notice (unless no notice is required under applicable law), sell the Trademark Collateral or any part thereof in one or more parcels at public or private sale, at any of Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as Agent may deem commercially reasonable. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, (1) the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and (2) Guarantor will supply to Agent or its designee Guarantor's (A) know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition and (B) customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services. Guarantor agrees that, to the extent notice of sale shall be required by law, at least 10 days' notice to Guarantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Agent shall not be obligated to make any sale of any Trademark Collateral regardless of notice of sale having been given. Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(ii) All payments received by Guarantor under or in connection with any of the Trademark Collateral will be received in trust for the benefit of Agent, will be segregated from

other funds of Guarantor and will be immediately paid over to Agent in the same form as so received (with any necessary indorsements) in accordance with the Credit Agreement.

(iii) All payments made under, in connection with or otherwise in respect of, the Trademark Collateral and all cash proceeds received by Agent in respect of any sale of, collection from, or other realization on all or any part of the Trademark Collateral may, in the discretion of Agent, be held by Agent as collateral for, and then or at any time thereafter applied (after payment of any costs or expenses payable to the Secured Creditors pursuant to the Credit Agreement) in whole or in part by Agent against, all or any part of the Obligations, in any order as Agent may elect. Any surplus of any cash or cash proceeds held by Agent and remaining after the indefeasible payment and performance in full of all Obligations will be paid over to Guarantor or to whomsoever may be lawfully entitled to receive the surplus, if any.

11. NOTICE. Any notice, certificate, request, notification and other communication required, permitted or contemplated hereunder must be in writing and given in accordance with the Guaranty.

12. GENERAL.

12.1 Severability. If any term of this Agreement is found invalid under Ohio law or other laws of mandatory application by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining terms of this Agreement.

12.2 GOVERNING LAW. THIS AGREEMENT HAS BEEN DELIVERED AND ACCEPTED AT AND SHALL BE DEEMED TO HAVE BEEN MADE AT CINCINNATI, OHIO. THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF OHIO (WITHOUT REGARD TO OHIO CONFLICTS OF LAW PRINCIPLES); PROVIDED THAT AGENT SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

12.3 WAIVER OF JURISDICTION. AS A SPECIFICALLY BARGAINED INDUCEMENT FOR SECURED CREDITORS TO EXTEND CREDIT TO BORROWER, GUARANTOR AND SECURED CREDITORS AGREE THAT ANY ACTION, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS AGREEMENT, ITS VALIDITY OR PERFORMANCE AND WITHOUT LIMITATION ON THE ABILITY OF SECURED CREDITORS AND THEIR SUCCESSORS AND ASSIGNS, TO INITIATE AND PROSECUTE IN ANY APPLICABLE JURISDICTION ACTIONS RELATED TO THE REPAYMENT AND COLLECTION OF THE OBLIGATIONS AND THE EXERCISE OF ALL OF SECURED CREDITORS' RIGHTS AGAINST GUARANTOR WITH RESPECT THERETO AND ANY SECURITY OR PROPERTY OF GUARANTOR, INCLUDING DISPOSITIONS OF THE COLLATERAL, SHALL BE INITIATED AND PROSECUTED AS TO ALL PARTIES AND THEIR SUCCESSORS AND ASSIGNS AT CINCINNATI, OHIO. EACH SECURED CREDITOR AND GUARANTOR EACH CONSENTS TO AND SUBMITS TO THE EXERCISE OF JURISDICTION OVER ITS PERSON BY ANY COURT SITUATED AT CINCINNATI, OHIO HAVING JURISDICTION OVER THE SUBJECT MATTER, AND

CONSENTS THAT ALL SERVICE OF PROCESS BE MADE BY CERTIFIED MAIL DIRECTED TO GUARANTOR AND SECURED CREDITORS AT THEIR RESPECTIVE ADDRESSES SET FORTH IN THE GUARANTY OR AS OTHERWISE PROVIDED UNDER THE LAWS OF THE STATE OF OHIO. GUARANTOR WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS, AND ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER, AND CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT.

12.4 Survival and Continuation of Representations and Warranties. All of Guarantor's representations and warranties contained in, or incorporated by reference in, this Agreement shall be true and correct in all material respects when made and shall, for all purposes of this Agreement, be deemed to be repeated on and as of the date of Guarantor's request for each Loan and shall be true and correct in all material respects as of each such date.

12.5 Agent's Additional Rights Regarding Collateral. All of the Obligations shall constitute one obligation secured by all of the Trademark Collateral. In addition to Agent's other rights and remedies under the Loan Documents, Agent may, in its discretion exercised in good faith, following the occurrence and during the continuance of any Event of Default which has not been waived: (i) exchange, enforce, waive or release any of the Trademark Collateral or portion thereof, (ii) apply the proceeds of the Trademark Collateral against the Obligations and direct the order or manner of the liquidation thereof (including any sale or other disposition), as Agent may, from time to time, in each instance determine, and (iii) settle, compromise, collect or otherwise liquidate any such security in any manner without affecting or impairing its right to take any other further action with respect to any security or any part thereof.

12.6 Application of Payments; Revival of Obligations. Agent shall have the continuing right to apply or reverse and reapply any payments to any portion of the Obligations. To the extent Guarantor makes a payment or payments to any Secured Creditor or any Secured Creditor receives any payment or proceeds of the Trademark Collateral or any other security for Guarantor's benefit, which payment(s) or proceeds or any part thereof are subsequently voided, invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party under any bankruptcy act, state or federal law, common law or equitable cause, then, to the extent of such payment(s) or proceeds received, the Obligations or part thereof intended to be satisfied shall be revived and shall continue in full force and effect, as if such payment(s) or proceeds had not been received by the affected Secured Creditor.

12.7 Additional Waivers by Guarantor. Guarantor waives presentment and protest of any instrument and notice thereof, and, except as expressly provided in the Loan Documents, demand, notice of default and all other notices to which Guarantor might otherwise be entitled. Guarantor shall also assert no claim against any Secured Creditor on any theory of liability for consequential, special, indirect or punitive damages.

12.8 Equitable Relief. Guarantor recognizes that, in the event Guarantor fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, any remedy of law may prove to be inadequate relief to Agent; therefore, Guarantor agrees that

Agent, if Agent so requests, shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

12.9 Entire Agreement; Counterparts; Fax Signatures. This Agreement and the other Loan Documents set forth the entire agreement of the parties with respect to subject matter of this Agreement and supersede all previous understandings, written or oral, in respect thereof. Any request from time to time by Guarantor for Secured Creditors' amendment, modification or waiver of any provision in this Agreement must be in writing. The terms of this Agreement may be amended, waived or modified only by an instrument in writing duly executed by Guarantor and the Agent (with the consent of the Lenders as specified in Section 11.4 of the Credit Agreement). Secured Creditors will have no obligation to provide any amendment, modification or waiver of, or under this Agreement, requested by Guarantor, and Secured Creditors may, for any reason in their discretion exercised in good faith, elect to withhold consent to the requested amendment, modification or waiver. Any such amendment, waiver or modification shall be binding upon the Secured Creditors, each holder of Obligations, and Guarantor. Two or more duplicate originals of this Agreement may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same instrument. Any documents delivered by, or on behalf of, Guarantor by fax transmission (i) may be relied on by Agent as if the document were a manually signed original and (ii) will be binding on Guarantor for all purposes of the Loan Documents.

12.10 Headings. Section headings in this Agreement are included for convenience of reference only and shall not relate to the interpretation or construction of this Agreement.

12.11 Cumulative Remedies. The remedies provided in this Agreement and the other Loan Documents are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedy(ies) by Agent does not require that all or any other remedy(ies) be exercised and does not preclude later exercise of the same remedy.

12.12 Waivers and Amendments in Writing. Failure by Agent to exercise any right, remedy or option under this Agreement or in any Loan Documents or delay by Agent in exercising the same shall not operate as a waiver by Agent of its right to exercise any such right, remedy or option.

12.13 Recourse to Directors or Officers. The obligations of the Secured Creditors under this Agreement are solely the corporate obligations of the Secured Creditors. No recourse shall be had for the payment of any amount owing in respect to this Agreement or for the payment of any fee hereunder or for any other obligation or claim arising out of or based upon this Agreement against any stockholder, employee, officer, or director of the Secured Creditors. No recourse shall be had for the payment of any amount owing in respect to this document for the payment of any fee hereunder or for any other obligation or claim arising out of or based upon this document or the other Loan Documents against any stockholder, employee, officer, or director of Guarantor ("Georgeson Persons") in his or her personal capacity; *provided, however*, the foregoing in this Section shall not, and may not be construed to, prohibit Agent or any Lender from, or impair or affect Agent's or any Lender's rights in any way whatsoever with respect to, (i) exercising any and all rights and remedies against Guarantor, Borrower, any

Subsidiary of Borrower, any indorser, accommodation party, surety, or any guarantor of the Obligations or with respect to any Loan Collateral which the Loan Documents permit or (ii) asserting any claim, making any demand, bringing any action, making any reporting, commencing any investigation, or otherwise exercising any rights or remedies that Agent, any Lender, or any Affiliate of Agent or any Lender may have under applicable law against any Georgeson Person arising out of, or in connection with, any crime, embezzlement, defalcation, or other theft, fraud, malfeasance, material misrepresentation knowingly made, gross misapplication of funds, or violation of applicable law by such Georgeson Person.

12.14 Assignment. Agent shall have the right to assign this Agreement and the other Loan Documents. Guarantor may not assign, transfer or otherwise dispose of any of its rights or obligations hereunder, by operation of law or otherwise, and any such assignment, transfer or other disposition without Agent's written consent (with the consent of the Lenders as specified in Section 11.4 of the Credit Agreement) shall be void. All of the rights, privileges, remedies and options given to the Secured Creditors under the Loan Documents shall inure to the benefit of the Secured Creditors successors and assigns, and all the terms, conditions, covenants, provisions and warranties in this Agreement shall inure to the benefit of and bind the permitted successors and assigns of Guarantor and each Secured Creditor, respectively.

12.15 Continuing Rights. This Agreement creates a continuing Lien on the Trademark Collateral and will (i) remain in full force and effect until the Obligations are fully performed, paid and satisfied (and all Letter of Credit Obligations are expired or terminated) and no Commitment of any Lender exists, (ii) be binding on Guarantor, its successors and assigns, and (iii) inure, together with the rights and remedies of Agent under this Agreement, to the benefit of each Secured Creditor and each Secured Creditor's successors, transferees and assigns.

12.16 Agent. (i) As between the Lenders, the LC Issuer and Agent, (a) Agent will hold all items of the Trademark Collateral at any time received under this Agreement in accordance with the terms of this Agreement and the Credit Agreement and (b) by accepting the benefits of this Agreement, each Lender and the LC Issuer acknowledges and agrees that (1) the obligations of Agent as holder of the Trademark Collateral and any interests therein and with respect to any disposition of any of the Trademark Collateral or any interests therein are only those obligations expressly set forth in this Agreement and the Credit Agreement and (2) this Agreement may be enforced only by the action of Agent and that no other Secured Creditor shall have any right individually to seek to enforce or to enforce this Agreement, it being understood and agreed that such rights and remedies may be exercised by Agent, for the benefit of the Secured Creditors, upon the terms of this Agreement and the Credit Agreement. (ii) As between any Guarantor and Agent, Agent shall be conclusively presumed to be acting as agent for the Lenders and the LC Issuer with full and valid authority to so act or refrain from acting.

12.17 Conflict. If there is any conflict, ambiguity, or inconsistency, in Agent's judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in Agent's judgment, providing Agent with greater rights, remedies, powers, privileges, or benefits will control. Without limiting the generality of the foregoing, the description of the Trademark Collateral in this Agreement does not in any way

limit the description of, or Agent's Lien on, the "Collateral" as defined in the Security Agreement, or Agent's remedies respecting the "Collateral."

12.18 Indemnification. In consideration of the execution and delivery of the Credit Agreement and the extensions of credit made thereunder, Guarantor will indemnify and hold each Secured Creditor and each Secured Creditor's directors, Affiliates, and agents (for the purposes of this Section 12.18 each is an "Indemnified Party") harmless from and against any and all claims, losses, obligations and liabilities arising out of or resulting from any or all of (i) this Agreement and (ii) the transactions contemplated by this Agreement (including enforcement of this Agreement); *provided that* Guarantor will not be obligated to indemnify an Indemnified Party in accordance with this Section 12.18 to the extent such Indemnified Liabilities arise out of or result from a breach by such Indemnified Party of any express obligations under this Agreement or the gross negligence or willful misconduct of such Indemnified Party. The indemnification provided for in this Section 12.18 is in addition to, and not in limitation of, any other indemnification or insurance provided by Guarantor to any Secured Creditor.

12.19 Term. Subject to Section 12.6 above, this Agreement will terminate on the later to occur of (i) the full and indefeasible performance, payment and satisfaction of the Obligations (and all Letter of Credit Obligations are expired or terminated) and no Commitment of any Lender exists or (ii) the termination of the Credit Agreement.

12.20 WAIVER OF JURY TRIAL. AS A SPECIFICALLY BARGAINED INDUCEMENT FOR SECURED CREDITORS TO EXTEND CREDIT TO BORROWER, GUARANTOR AND EACH SECURED CREDITOR EACH WAIVES TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS AGREEMENT OR THE CONDUCT OF THE RELATIONSHIP BETWEEN OR AMONG THE SECURED CREDITORS AND GUARANTOR.

[REMAINDER INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement has been duly executed by Guarantor as of September 12, 2003.

SOURCE ONE COMMUNICATIONS, INC.

By: *Bruce C. Belliveau*
Bruce C. Belliveau, Treasurer

STATE OF OHIO,
COUNTY OF HAMILTON, SS:

The foregoing instrument was acknowledged before me this 12th day of September, 2003, by Bruce C. Belliveau, Treasurer and Secretary of and on behalf of Source One Communications, Inc., a Delaware corporation.

Hani R. Kallas
Notary Public



HANI R. KALLAS
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date. Section 147:03 O.R.C

Accepted at Cincinnati, Ohio,
as of September 12, 2003

THE PROVIDENT BANK as Agent

By: *Christopher R. Snyder*
Christopher R. Snyder, Vice President

SCHEDULE I

TRADEMARKS

US Trademark Registration No. 2,740,157 for CHARMS, registered July 22, 2003 in the name of Source One Communications, Inc.

TRADEMARK APPLICATIONS

None