

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
Birch Telecom Finance, Inc.		04/29/2005	CORPORATION: DELAWARE
Birch Telecom, Inc.		04/29/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	901 Main Street
Internal Address:	TX1-492-14-11 Attn: Maurice Washington
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2467503	BIRCH
Registration Number:	2186707	BIRCH TELECOM
Registration Number:	2325801	BIRCH TELECOM
Serial Number:	78365372	BIRCHLINK
Registration Number:	1696494	CAPITAL GBS COMMUNICATIONS
Registration Number:	2908160	HOME CONNECTION
Registration Number:	2577238	I IONEX
Registration Number:	2542377	I IONEX
Registration Number:	2509015	IONEX
Registration Number:	2514288	IONEX TELECOMMUNICATIONS, INC.
Registration Number:	2503776	MIGHTY MOUTH
Registration Number:	2616143	SERVICE. SAVINGS. SIMPLICITY.

CH \$440.00 2467503

Registration Number:	2779990	SP@CE GENIE
Registration Number:	2691468	SP@CE HOST
Serial Number:	75697175	SPRAWLNET
Serial Number:	75717670	THE SPRAWLER
Registration Number:	2558118	YOUR BUSINESS' BEST FRIEND

CORRESPONDENCE DATA

Fax Number: (214)981-3400

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

Phone: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin Brown & Wood LLP

Address Line 2: 717 N. Harwood St., Suite 3400

Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	05/09/2005

Total Attachments: 18

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated or otherwise modified from time to time, this "Agreement") is entered into as of April 29, 2005 by and between BIRCH TELECOM FINANCE, INC., a Delaware corporation (the "Borrower"), BIRCH TELECOM, INC. (the "Company") the Grantors named on the signature pages hereof (together with the Borrower and the Company, the "Grantors") and BANK OF AMERICA, N.A., as contractual representative (the "Administrative Agent") on behalf of itself and on behalf of the Lenders (as such term is defined in the below described Credit Agreement).

WITNESSETH:

WHEREAS, the Borrower, Company, the Administrative Agent and certain financial institutions (the "Lenders") are parties to that certain Liquidity Credit Agreement dated as of the date hereof (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Credit Agreement"), pursuant to which the Lenders may, from time to time, make loans, advances, and other financial accommodations to or for the benefit of the Borrower;

WHEREAS, the Grantors and the Administrative Agent have entered into a certain Guarantee and Collateral Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), pursuant to which such Grantors have agreed to guarantee all of the Obligations (as defined therein) upon the terms and conditions set forth therein and pursuant to which each Grantor has granted a security interest in substantially all of its assets to the Administrative Agent for the benefit of the Administrative Agent and the Lenders; and

WHEREAS, the Lenders have required the Grantors to execute and deliver this Agreement in order to secure the prompt and complete payment, observance and performance of all of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Defined Terms.

(i) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement, or, if not defined therein, the meaning specified for such term in the Guarantee and Collateral Agreement.

(ii) The words “hereof,” “herein” and “hereunder” and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(iii) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent, on behalf of itself and the Lenders, pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark, Licenses and other collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to the Administrative Agent, for itself and for the ratable benefit of the Lenders, a security interest in, to and under the following property now owned by or owning to, or at any time hereafter acquired by or arising in favor of such Grantor (including under any trade names, styles or derivations thereof) and whether consigned by or to, or leased from or to, such Grantor, and regardless of where located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations:

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or, acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule A attached hereto, and (ii) the right to obtain all renewals thereof (collectively referred to as the “Trademarks”); and

(ii) any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule B (collectively referred to as the “Licenses”).

Notwithstanding the foregoing or anything herein or in any other Credit Document to the contrary, nothing hereunder or thereunder constitutes or shall be deemed to constitute the grant of a security interest in favor of the Administrative Agent or any Lender with respect to such Grantor’s interest in any Trademark or License, contract

right, license agreement, or any other general intangible (each such Trademark, License, contract right, license agreement and other general intangible being hereinafter referred to as "Excluded Property"), if the granting of a security interest therein by such Grantor to the Administrative Agent or any Lender is prohibited by the terms and provisions of the agreement, document or instrument creating, evidencing or granting a security interest in such Excluded Property or rights related thereto, or would otherwise result in the abandonment, invalidation or unenforceability of the Trademark or License constituting such Excluded Property; provided, however, that if and when the prohibition which prevents the granting by such Grantor to the Administrative Agent of a security interest in any Excluded Property is removed or otherwise terminated, the Administrative Agent will be deemed to have, and at all times to have had, a security interest in such Excluded Property.

4. Nature and Continuation of the Administrative Agent's Security Interest; Termination of the Administrative Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Obligations have been paid in full and the Credit Agreement and the other Credit Documents have been terminated. When this Agreement has terminated, the Administrative Agent shall promptly execute and deliver to each Grantor, at such Grantor's expense, all termination statements and other instruments and take such other actions as may be necessary or proper to terminate the Administrative Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to this Agreement or the Guarantee and-Collateral Agreement.

5. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable. If any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

6. Modification. This Agreement cannot be altered, amended or modified in any way, except in accordance with Section 9.1 of the Credit Agreement.

7. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of each Grantor (including any debtor-in-possession on behalf of such Grantor) and shall bind all persons who become bound as a debtor to this Agreement and shall inure to the benefit of the Administrative Agent and the Lenders and their successors and assigns; *provided however* that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Administrative Agent.

8. Governing Law. This Agreement shall be construed in accordance with the internal laws of the State of New York.

9. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement and the Guarantee and Collateral Agreement.

10. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

11. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate 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.

12. Merger. This Agreement represents the final agreement of each Grantor and the Administrative Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between any Grantor and the Administrative Agent or any Lender.

The remainder of this page is intentionally blank.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTORS:

BIRCH TELECOM, INC.

By: Gregory C. Lawhon
Name: Gregory C. Lawhon
Title: Senior Vice President Public Policy,
General Counsel and Secretary

BIRCH TELECOM FINANCE, INC.

By: Gregory C. Lawhon
Name: Gregory C. Lawhon
Title: Senior Vice President Public Policy,
General Counsel and Secretary

AMERICAN LOCAL TELECOMMUNICATIONS
LLC

By: Gregory C. Lawhon
Name: Gregory C. Lawhon
Title: Senior Vice President Public Policy,
General Counsel and Secretary

BIRCH EQUIPMENT, INC.

By: Gregory C. Lawhon
Name: Gregory C. Lawhon
Title: Senior Vice President Public Policy,
General Counsel and Secretary

BIRCH INTERNET SERVICES, INC.

By: Gregory C. Lawhon
Name: Gregory C. Lawhon
Title: Senior Vice President Public Policy,
General Counsel and Secretary

TRADEMARK SECURITY AGREEMENT

BIRCH TELECOM OF ARKANSAS, INC.

By: Gregory C. Lawhon
Name: Gregory C. Lawhon
Title: Senior Vice President Public Policy,
General Counsel and Secretary

BIRCH TELECOM OF KANSAS, INC.

By: Gregory C. Lawhon
Name: Gregory C. Lawhon
Title: Senior Vice President Public Policy,
General Counsel and Secretary

BIRCH TELECOM OF NEBRASKA, INC.

By: Gregory C. Lawhon
Name: Gregory C. Lawhon
Title: Senior Vice President Public Policy,
General Counsel and Secretary

BIRCH TELECOM OF OKLAHOMA, INC.

By: Gregory C. Lawhon
Name: Gregory C. Lawhon
Title: Senior Vice President Public Policy,
General Counsel and Secretary

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003080 FRAME: 0179

BIRCH TELECOM OF TEXAS LTD., LLP

By: Gregory C. Lawhon
Name: Gregory C. Lawhon
Title: Senior Vice President Public Policy,
General Counsel and Secretary

BIRCH TEXAS HOLDINGS, INC.

By: Gregory C. Lawhon
Name: Gregory C. Lawhon
Title: Senior Vice President Public Policy,
General Counsel and Secretary

CAPITAL COMMUNICATIONS
CORPORATION

By: Gregory C. Lawhon
Name: Gregory C. Lawhon
Title: Senior Vice President Public Policy,
General Counsel and Secretary

DUNN & ASSOCIATES, INC.

By: Gregory C. Lawhon
Name: Gregory C. Lawhon
Title: Senior Vice President Public Policy,
General Counsel and Secretary

G.B.S. COMMUNICATIONS, INC.

By: Gregory C. Lawhon
Name: Gregory C. Lawhon
Title: Senior Vice President Public Policy,
General Counsel and Secretary

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003080 FRAME: 0180

I.S. ADVERTISING, INC.

By: Gregory C. Lawhon
Name: Gregory C. Lawhon
Title: Senior Vice President Public Policy,
General Counsel and Secretary

M.B.S. LEASING, INC.

By: Gregory C. Lawhon
Name: Gregory C. Lawhon
Title: Senior Vice President Public Policy,
General Counsel and Secretary

TELESOURCE COMMUNICATIONS, INC.

By: Gregory C. Lawhon
Name: Gregory C. Lawhon
Title: Senior Vice President Public Policy,
General Counsel and Secretary

BIRCH TELECOM OF MISSOURI, INC.

By: Gregory C. Lawhon
Name: Gregory C. Lawhon
Title: Senior Vice President Public Policy,
General Counsel and Secretary

BIRCH KANSAS HOLDINGS, INC.

By: Gregory C. Lawhon
Name: Gregory C. Lawhon
Title: Senior Vice President Public Policy,
General Counsel and Secretary

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003080 FRAME: 0181

BIRCH MANAGEMENT CORPORATION

By: Gregory C. Lawhon
Name: Gregory C. Lawhon
Title: Senior Vice President Public Policy,
General Counsel and Secretary

BIRCH TELECOM OF THE GREAT LAKES,
INC.

By: Gregory C. Lawhon
Name: Gregory C. Lawhon
Title: Senior Vice President Public Policy,
General Counsel and Secretary

BIRCH TELECOM OF THE SOUTH, INC.

By: Gregory C. Lawhon
Name: Gregory C. Lawhon
Title: Senior Vice President Public Policy,
General Counsel and Secretary

BIRCH TELECOM OF THE WEST, INC.

By: Gregory C. Lawhon
Name: Gregory C. Lawhon
Title: Senior Vice President Public Policy,
General Counsel and Secretary

BIRCH TELECOM 1996, INC.

By: Gregory C. Lawhon
Name: Gregory C. Lawhon
Title: Senior Vice President Public Policy,
General Counsel and Secretary

TRADEMARK SECURITY AGREEMENT

IONEX COMMUNICATIONS, INC.

By: Gregory C. Lawhon
Name: Gregory C. Lawhon
Title: Senior Vice President Public Policy,
General Counsel and Secretary

IONEX COMMUNICATIONS NORTH, INC.

By: Gregory C. Lawhon
Name: Gregory C. Lawhon
Title: Senior Vice President Public Policy,
General Counsel and Secretary

IONEX COMMUNICATIONS SOUTH, INC.

By: Gregory C. Lawhon
Name: Gregory C. Lawhon
Title: Senior Vice President Public Policy,
General Counsel and Secretary

IONEX TELECOMMUNICATIONS LEASING
INC.

By: Gregory C. Lawhon
Name: Gregory C. Lawhon
Title: Senior Vice President Public Policy,
General Counsel and Secretary

TELECOM RESOURCES, INC.

By: Gregory C. Lawhon
Name: Gregory C. Lawhon
Title: Senior Vice President Public Policy,
General Counsel and Secretary

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003080 FRAME: 0183

Accepted and agreed to as of the day and year first above written.

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

By: Maurice E. Washington
Name: Maurice E. Washington
Title: Assistant Vice President

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003080 FRAME: 0184
** INTEL PAGE 10 **

**Schedule A to the
Trademark Security Agreement**

TRADEMARKS

See attached information.

Birch Telecom, Inc.

Trademark Image Report

Printed: 4/27/2005

Page 1

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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Next Action Due

BIRCH

UNITED STATES	1273100-107	3/8/2000	75/940,719	7/10/2001	2,467,503	REGISTERED	38
	1/10/2006 8&15 LTC						

38 - Local telephone service, long distance telephone service, access to the global computer network, and wireless telephone service

BIRCH BYTES

UNITED STATES	1273100-2-09	6/1/2000	76/061,238			ABANDONED	16
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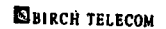
16 - Periodicals, namely, newsletters in the field of telecommunications.

BIRCH TELECOM

UNITED STATES	1273100-108	1/10/1997	75/223,837	9/1/1998	2,186,707	REGISTERED	38
	3/1/2008 RENEWAL LTC						

38 - Local telephone service, long distance telephone service, access to the global computer network, and wireless telephone service.

BIRCH TELECOM (and design)



UNITED STATES	1273100-109	4/6/1998	75/462,369	2/2/1999	2,221,812	ABANDONED	38
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38 - Local telephone service, long distance telephone service, access to the global computer network, and wireless telephone service.

BIRCH TELECOM (and free leaf design)



UNITED STATES	1273100-110	11/6/1998	75/584,269	3/7/2000	2,325,801	REGISTERED	38
	3/7/2006 AFFIDAVIT OF USE						

38 - Local telephone service, long distance telephone service, access to the global computer network, and wireless telephone service

BIRCHLINK

UNITED STATES	1273100-106	2/10/2004	78/365,372			PENDING	38
	8/10/2005 STATUS CHECK						

38 - Local and long distance telephone services and providing a high speed access to area networks and a global computer information network

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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Next Action Due

BIRCHMAIL

UNITED STATES 1273100-2-12 7/18/2000 76/090,800 ABANDONED 38
 38 - Telecommunication services, namely voice mail, voice messaging, and voice response.

CAPITAL GBS COMMUNICATIONS (and design)



UNITED STATES 1273100-118 2/22/1991 74/141,414 6/23/1992 1,696,494 REGISTERED 37
 6/23/2012 AFFIDAVIT W/ RENEWAL
 37 - Installation and maintenance of communication equipment

GR@ND CENTRAL

UNITED STATES 1273100-117 7/18/2000 76/090,803 ABANDONED 38
 38 - Telecommunication services, namely, universal e mail, fax, and voice mail messaging in a single box.

HOME CONNECTION

UNITED STATES 1273100-72 6/10/2002 78/137,133 12/7/2004 2,908,160 REGISTERED 38
 6/7/2009 8&15 LTC
 38 - Local and long distance wire line and wireless telephone service; providing multiple-user access to a global computer information network

I IONEX (& design)



UNITED STATES 1273100-115 3/6/2000 75/937,106 6/11/2002 2,577,238 REGISTERED 38
 12/11/2006 8&15 LTC
 38 - Telecommunication services, namely, voice and data transmission via telephone systems and networks, computer networks, wireless communications and global computer network

I IONEX (and design)



UNITED STATES 1273100-116 3/6/2000 76/024,603 2/26/2002 2,542,377 REGISTERED 38
 8/26/2006 8&15 LTC
 38 - Telecommunication services, namely, voice and data transmission via telephone systems and networks, computer networks, wireless communications and global computer network

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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Next Action Due

IONEX

UNITED STATES 1273100-113 3/6/2000 75/937,108 11/20/2001 2,509,015 REGISTERED 38
 5/20/2006 8&15 LTC

38 - Telecommunication services, namely, voice and data transmission via telephone systems and networks, computer networks, wireless communications and global computer network

IONEX TELECOMMUNICATIONS, INC.

UNITED STATES 1273100-114 3/6/2000 75/937,107 12/4/2001 2,514,288 REGISTERED 38
 6/4/2006 8&15 LTC

38 - Telecommunication services, namely, voice and data transmission via telephone systems and networks, computer networks, wireless communications and global computer network

MIGHTY MOUTH

UNITED STATES 1273100-122 6/6/2000 76/064,006 11/6/2001 2,503,776 REGISTERED 38
 5/6/2006 8&15 LTC

38 - Telecommunication services, namely, telephone communication services

SATELLINER

UNITED STATES 1273100-120 7/18/2000 76/090,804 ABANDONED 38

38 - Telecommunication services: namely, call forwarding service with remote access capability.

SERVICE. SAVINGS. SIMPLICITY.

UNITED STATES 1273100-123 8/12/1998 75/535,214 9/10/2002 2,616,143 REGISTERED 38
 3/10/2007 8&15 LTC

38 - Local and long distance telephone communication services; cellular telephone services; providing telecommunications connections to a global computer network

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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Next Action Due

SP@CE GENIE

UNITED STATES 1273100-111 10/20/2000 76/150,633 11/4/2003 2,779,990 REGISTERED 9,38,42
 5/4/2008 8&15 LTC

- 9 - Computer software, namely, software for building and maintaining a web sites
- 38 - Internet Service Provider ISP services, namely, providing multiple-user access to a global computer information network
- 42 - Computer services, namely, designing, implementing, and maintaining web sites for other

SP@CE HOST

UNITED STATES 1273100-112 10/20/2000 76/150,634 2/25/2003 2,691,468 REGISTERED 38,42
 8/25/2007 8&15 LTC

- 38 - Providing multiple-user access to a global computer information network
- 42 - Computer services, namely creating and maintaining web sites for others

SPRAWLNET

UNITED STATES 1273100-127 5/4/1999 75/697,175 PENDING 038,42
 7/4/2005 STATUS CHECK

- 038 - Telephone communication services
- 42 - Computer network portal services, namely, creating indexes of information on web sites of others for searching and browsing indexes of information on a global computer network and providing an online web page link to news, weather, current events, and general reference materials

THE INSIDER

UNITED STATES 1273100-2-10 6/1/2000 76/061,237 ABANDONED 37

- 37 - Telecommunications services, namely, diagnostic and repair services for customers' telecommunications wiring and jacks

THE INTEGRATOR

UNITED STATES 1273100-121 2/10/1999 75/637,007 ABANDONED 38

- 38 - Local telephone service, long distance telephone service, access to the global computer network, and wireless telephone service.

THE OUTFIELDER

UNITED STATES 1273100-2-17 8/21/2000 76/113,956 ABANDONED 38

- 38 - Telecommunication services, namely, providing remote call forwarding services.

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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Next Action Due

THE SPRAWLER

UNITED STATES 1273100-129 5/28/1999 75/717,670 PENDING 38
 5/28/2005 STATUS CHECK

38 - Telephone communication services, namely, local and long distance telephone service

VALU-LINE OF KANSAS INC. KANSAS OWNED KANSAS PROUD

KANSAS 1273100-126 3/18/1996 N/A REGISTERED 5
 9/18/2005 Renewal LTC

5 - Long distance and telephone services

WHERE ALL YOUR MESSAGES COME TOGETHER

UNITED STATES 1273100-2-18 8/21/2000 76/113,955 ABANDONED 38

38 - Telecommunication services made available by means of telephone, namely, electronic mail services, facsimile transmission services, and electronic voice messaging, particularly, the recording, storage, and subsequent transmission of voice messages by telephone.

YOUR BUSINESS' BEST FRIEND

UNITED STATES 1273100-119 7/7/2000 76/085,561 4/9/2002 2,558,118 REGISTERED 38
 10/9/2006 8&15 LTC

38 - Telecommunication services, namely, local and long distance personal communication services and DSL services and connection to a global computer network

END OF REPORT

TOTAL ITEMS SELECTED = 27

**Schedule B to the
Trademark Security Agreement**

LICENSE AGREEMENTS

<u>Agreement</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Date</u>	<u>Subject Matter</u>
Trademark Assignment Agreement	Ionex Communications, Inc.	Ionex Telecommunications, Inc.	6/16/00	Ionex (and Color Design)
Trademark Assignment Agreement	Ionex Communications, Inc.	Ionex Telecommunications, Inc.	6/16/00	Ionex Telecommunications, Inc.
Trademark Assignment Agreement	Ionex Communications, Inc.	Ionex Telecommunications, Inc.	6/16/00	Ionex
Trademark Assignment Agreement	Ionex Communications, Inc.	Ionex Telecommunications, Inc.	6/16/00	Ionex (and Design)

See Exhibit A for more information regarding the subject matter of the License Agreements set forth above. The License Agreements were not registered with the United States Patent and Trademark Office.