

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                     |  |                          |                       |
|-------------------------------------|--|--------------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>             | NEW ASSIGNMENT   |                          |                       |
| <b>NATURE OF CONVEYANCE:</b>        | Grant of Security Interest   |                          |                       |
| <b>CONVEYING PARTY DATA</b>         |  |                          |                       |
| <b>Name</b>                         | <b>Formerly</b>  | <b>Execution Date</b>    | <b>Entity Type</b>    |
| Global Crossing North America, Inc. |  | 05/09/2007               | CORPORATION: NEW YORK |
| <b>RECEIVING PARTY DATA</b>         |  |                          |                       |
| <b>Name:</b>                        | Goldman Sachs Credit Partners L.P.   |                          |                       |
| <b>Street Address:</b>              | c/o Goldman, Sachs & Co.   |                          |                       |
| <b>Internal Address:</b>            | 30 Hudson Street, 17th Floor   |                          |                       |
| <b>City:</b>                        | Jersey City  |                          |                       |
| <b>State/Country:</b>               | NEW JERSEY   |                          |                       |
| <b>Postal Code:</b>                 | 07302  |                          |                       |
| <b>Entity Type:</b>                 | Collateral Agent:  |                          |                       |
| <b>PROPERTY NUMBERS Total: 3</b>    |  |                          |                       |
| <b>Property Type</b>                | <b>Number</b>  | <b>Word Mark</b>         |                       |
| <b>Serial Number:</b>               | 78507712   | ALL DAY 1+               |                       |
| <b>Registration Number:</b>         | 2380013  | CALL HOME AMERICA SELECT |                       |
| <b>Registration Number:</b>         | 2152878  | FAMILY TIES              |                       |
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| <b>ATTORNEY DOCKET NUMBER:</b>      | 1117200-0187   |                          |                       |

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| NAME OF SUBMITTER: | Matthew Bart   |
| Signature:         | /Matthew Bart/ |
| Date:              | 03/11/2008     |

**Total Attachments: 205**

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PLEDGE AND SECURITY AGREEMENT

dated as of May 9, 2007

between

EACH OF THE GRANTORS PARTY HERETO

and

Goldman Sachs Credit Partners L.P.,

as Collateral Agent

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SCHEDULES

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EXHIBITS

|           |    |   |
|-----------|----|---|
| Exhibit A | -- | Pledge Supplement                           |
| Exhibit B | -- | Uncertificated Securities Control Agreement |
| Exhibit C | -- | Securities Account Control Agreement        |
| Exhibit D | -- | Deposit Account Control Agreement           |

This PLEDGE AND SECURITY AGREEMENT, dated as of May 9, 2007 (this “**Agreement**”), between EACH OF THE UNDERSIGNED, whether as an original signatory hereto (the “**Closing Date Grantors**”) or as an Additional Grantor (as herein defined) (the Closing Date Grantors and the Additional Grantors, collectively, the “**Grantors**” and each, a “**Grantor**”), and Goldman Sachs Credit Partners L.P., as collateral agent for the Secured Parties (as herein defined) (in such capacity as collateral agent, the “**Collateral Agent**”).

RECITALS:

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Global Crossing Limited (the “**Company**”), certain subsidiaries of the Company, as Guarantors, the lenders party thereto from time to time (the “**Lenders**”), Goldman Sachs Credit Partners L.P., as administrative agent (together with its permitted successors in such capacity, the “**Administrative Agent**”) and as Collateral Agent (together with its permitted successors in such capacity, the “**Collateral Agent**”), and Credit Suisse (“**CS**”), as Syndication Agent (in such capacity, “**Syndication Agent**”);

WHEREAS, in consideration of the extensions of credit and other accommodations of Lenders and Lender Counterparties as set forth in the Credit Agreement and the Hedge Agreements, respectively, each Grantor has agreed to secure such Grantor’s obligations under the Credit Documents and the Hedge Agreements as set forth herein; and

WHEREAS, reference is made to that certain Subordination and Intercreditor Agreement (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”) dated as of the date hereof, by and among the Company, Goldman Sachs Credit Partners L.P., administrative agent and Collateral Agent, Wells Fargo Bank, National Association, in its capacity as trustee under the Subordinated Debt Documents (the “**Trustee**”) and STT Crossing Ltd., as the subordinated creditor.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Definitions; Grant of Security.

1.1 General Definitions. In this Agreement, the following terms shall have the following meanings:

“**Account Debtor**” shall mean each Person who is obligated on a Receivable or any Supporting Obligation related thereto.

“**Accounts**” shall mean all “accounts” as defined in Article 9 of the UCC.

“**Additional Grantors**” shall have the meaning assigned in Section 5.3.

“**Administrative Agent**” shall have the meaning set forth in the recitals.

“**Agreement**” shall have the meaning set forth in the preamble.

“**Assigned Agreements**” shall mean, as to each Grantor, all agreements and contracts to which such Grantor is a party as of the date hereof, or to which such Grantor becomes a party after the date hereof, including, without limitation, each Material Contract, as each such agreement may be amended, supplemented or otherwise modified from time to time.

“**Bermuda Closing Date Grantors**” shall mean the Company and Global Crossing Holdings Limited.

“**Cash Proceeds**” shall have the meaning assigned in Section 7.7.

“**Chattel Paper**” shall mean all “chattel paper” as defined in Article 9 of the UCC, including, without limitation, “electronic chattel paper” or “tangible chattel paper”, as each term is defined in Article 9 of the UCC.

“**Closing Date Grantors**” shall have the meaning set forth in the preamble.

“**Collateral**” shall have the meaning assigned in Section 2.1.

“**Collateral Account**” shall mean any account established by the Collateral Agent.

“**Collateral Agent**” shall have the meaning set forth in the preamble.

“**Collateral Records**” shall mean books, records, ledger cards, files, correspondence, customer lists, blueprints, technical specifications, manuals, computer software, computer printouts, tapes, disks and related data processing software and similar items that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon.

“**Collateral Support**” shall mean all property (real or personal) assigned, hypothecated or otherwise securing any Collateral and shall include any security agreement or other agreement granting a lien or security interest in such real or personal property.

“**Commercial Tort Claims**” shall mean all “commercial tort claims” as defined in Article 9 of the UCC, including, without limitation, all commercial tort claims listed on Schedule 4.8 (as such schedule may be amended or supplemented from time to time).

“**Commitments**” shall have the meaning specified in the Credit Agreement.

“**Commodities Accounts**” (i) shall mean all “commodity accounts” as defined in Article 9 of the UCC and (ii) shall include, without limitation, all of the accounts listed on Schedule 4.4 under the heading “Commodities Accounts” (as such schedule may be amended or supplemented from time to time).

“**Company**” shall have the meaning set forth in the recitals.

**“Controlled Foreign Corporation”** shall mean “controlled foreign corporation” as defined in the Tax Code.

**“Copyright Licenses”** shall mean any and all agreements providing for the granting of any right in or to Copyrights (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.7(B) (as such schedule may be amended or supplemented from time to time).

**“Copyrights”** shall mean all United States, and foreign copyrights (including Community designs), including but not limited to copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in Schedule 4.7(A) (as such schedule may be amended or supplemented from time to time), (ii) all extensions and renewals thereof, (iii) all rights corresponding thereto throughout the world, (iv) all rights to sue for past, present and future infringements thereof, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

**“Credit Agreement”** shall have the meaning set forth in the recitals.

**“Deposit Accounts”** (i) shall mean all “deposit accounts” as defined in Article 9 of the UCC and (ii) shall include, without limitation, all of the accounts listed on Schedule 4.4 under the heading “Deposit Accounts” (as such schedule may be amended or supplemented from time to time).

**“Documents”** shall mean all “documents” as defined in Article 9 of the UCC.

**“Equipment”** shall mean: (i) all “equipment” as defined in Article 9 of the UCC, (ii) all machinery, manufacturing equipment, data processing equipment, computers, office equipment, furnishings, furniture, appliances, fixtures and tools (in each case, regardless of whether characterized as equipment under the UCC) and (iii) all accessions or additions thereto, all parts thereof, whether or not at any time of determination incorporated or installed therein or attached thereto, and all replacements therefor, wherever located, now or hereafter existing, including any fixtures.

**“Event of Default”** shall mean an “Event of Default” as defined in the Credit Agreement.

**“Foreign Security Documents”** shall have the meaning assigned in Section 11.

**“GAAP”** means, subject to the limitations on the application thereof set forth in the Credit Agreement, United States generally accepted accounting principles in effect as of the date of determination thereof.

**“General Intangibles”** (i) shall mean all “general intangibles” as defined in Article 9 of the UCC, including “payment intangibles” also as defined in Article 9 of the UCC and (ii) shall include, without limitation, all interest rate or currency protection or hedging

arrangements, all tax refunds, all licenses, permits, concessions and authorizations, all Assigned Agreements and all Intellectual Property (in each case, regardless of whether characterized as general intangibles under the UCC).

“**Goods**” (i) shall mean all “goods” as defined in Article 9 of the UCC and (ii) shall include, without limitation, all Inventory and Equipment (in each case, regardless of whether characterized as goods under the UCC).

“**Grantors**” shall have the meaning set forth in the preamble.

“**Instruments**” shall mean all “instruments” as defined in Article 9 of the UCC.

“**Insurance**” shall mean (i) all insurance policies covering any or all of the Collateral (regardless of whether the Collateral Agent is the loss payee thereof) and (ii) any key man life insurance policies.

“**Intellectual Property**” shall mean, collectively, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks, the Trademark Licenses, the Trade Secrets, and the Trade Secret Licenses.

“**Intercreditor Agreement**” shall have the meaning set forth in the recitals.

“**Inventory**” shall mean (i) all “inventory” as defined in Article 9 of the UCC and (ii) all goods held for sale or lease or to be furnished under contracts of service or so leased or furnished, all raw materials, work in process, finished goods, and materials used or consumed in the manufacture, packing, shipping, advertising, selling, leasing, furnishing or production of such inventory or otherwise used or consumed in any Grantor’s business; all goods in which any Grantor has an interest in mass or a joint or other interest or right of any kind; and all goods which are returned to or repossessed by any Grantor, all computer programs embedded in any goods and all accessions thereto and products thereof (in each case, regardless of whether characterized as inventory under the UCC).

“**Investment Accounts**” shall mean the Collateral Account, Securities Accounts (and any related Security Entitlements), Commodities Accounts and Deposit Accounts.

“**Investment Related Property**” shall mean: (i) all “investment property” (as such term is defined in Article 9 of the UCC) and (ii) all of the following (regardless of whether classified as investment property under the UCC): all Pledged Equity Interests, Pledged Debt, the Investment Accounts and certificates of deposit.

“**Lender**” shall have the meaning set forth in the recitals.

“**Letter of Credit Right**” shall mean “letter-of-credit right” as defined in Article 9 of the UCC.

“**Lien**” shall mean (i) any lien, mortgage, pledge, assignment, security interest, charge or encumbrance of any kind (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, and any lease in the nature thereof) and any



option, trust or other preferential arrangement having the practical effect of any of the foregoing and (ii) in the case of Pledged Equity Interests, any purchase option, call or similar right of a third party with respect to such Pledged Equity Interests.

“**Money**” shall mean “money” as defined in the UCC.

“**Non-Assignable Contract**” shall mean any agreement, contract or license to which any Grantor is a party that by its terms purports to restrict or prevent the assignment or granting of a security interest therein (either by its terms or by any federal or state statutory prohibition or otherwise irrespective of whether such prohibition or restriction is enforceable under Section 9-406 through 409 of the UCC).

“**Obligations**” shall mean (i) all “Obligations” as such term is defined in the Credit Agreement and (ii) all “Senior Obligations” as such term is defined in the Intercreditor Agreement.

“**Patent Licenses**” shall mean all agreements providing for the granting of any right in or to Patents (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.7(D) (as such schedule may be amended or supplemented from time to time).

“**Patents**” shall mean all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application referred to in Schedule 4.7(C) hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements thereof, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

“**PCCR Collateral**” shall mean assets of the Company and its Subsidiaries referred to in clause (ii) of the definition of “Post-Closing Collateral Requirement” contained in Section 1.1 of the Credit Agreement; provided, however, that the phrase “any other item a security interest therein is not required to be perfected pursuant to the terms of the Pledge and Security Agreement” contained in the proviso to such definition shall be deemed to refer only to property and assets expressly excluded from the perfection or priority requirements of this Agreement by reference to a “basket”, materiality standard or other express exclusion.

“**Pledge Supplement**” shall mean any supplement to this agreement in substantially the form of Exhibit A.

“**Pledged Debt**” shall mean all Indebtedness for borrowed money owed to such Grantor, including, without limitation, all Indebtedness described on Schedule 4.4(A) under the heading “Pledged Debt” (as such schedule may be amended or supplemented from time to time), issued by the obligors named therein, the instruments evidencing such Indebtedness, and all

interest, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Indebtedness.

**“Pledged Equity Interests”** shall mean all Pledged Stock, Pledged LLC Interests, Pledged Partnership Interests and Pledged Trust Interests.

**“Pledged LLC Interests”** shall mean all interests in any limited liability company including, without limitation, all limited liability company interests listed on Schedule 4.4(A) under the heading “Pledged LLC Interests” (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such limited liability company interests and any interest of such Grantor on the books and records of such limited liability company or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such limited liability company interests.

**“Pledged Partnership Interests”** shall mean all interests in any general partnership, limited partnership, limited liability partnership or other partnership including, without limitation, all partnership interests listed on Schedule 4.4(A) under the heading “Pledged Partnership Interests” (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such partnership interests and any interest of such Grantor on the books and records of such partnership or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such partnership interests.

**“Pledged Stock”** shall mean all shares of capital stock owned by such Grantor, including, without limitation, all shares of capital stock described on Schedule 4.4(A) under the heading “Pledged Stock” (as such schedule may be amended or supplemented from time to time), and the certificates, if any, representing such shares and any interest of such Grantor in the entries on the books of the issuer of such shares or on the books of any securities intermediary pertaining to such shares, and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares.

**“Pledged Trust Interests”** shall mean all interests in a Delaware business trust or other trust including, without limitation, all trust interests listed on Schedule 4.4(A) under the heading “Pledged Trust Interests” (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such trust interests and any interest of such Grantor on the books and records of such trust or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such trust interests.

“**Proceeds**” shall mean: (i) all “proceeds” as defined in Article 9 of the UCC, (ii) payments or distributions made with respect to any Investment Related Property and (iii) whatever is receivable or received when Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

“**Receivables**” shall mean all rights to payment, whether or not earned by performance, for goods or other property sold, leased, licensed, assigned or otherwise disposed of, or services rendered or to be rendered, including, without limitation all such rights constituting or evidenced by any Account, Chattel Paper, Instrument, General Intangible or Investment Related Property, together with all of Grantor’s rights, if any, in any goods or other property giving rise to such right to payment and all Collateral Support and Supporting Obligations related thereto and all Receivables Records.

“**Receivables Records**” shall mean (i) all original copies of all documents, instruments or other writings or electronic records or other Records evidencing the Receivables, (ii) all books, correspondence, credit or other files, Records, ledger sheets or cards, invoices, and other papers relating to Receivables, including, without limitation, all tapes, cards, computer tapes, computer discs, computer runs, record keeping systems and other papers and documents relating to the Receivables, whether in the possession or under the control of Grantor or any computer bureau or agent from time to time acting for Grantor or otherwise, (iii) all evidences of the filing of financing statements and the registration of other instruments in connection therewith, and amendments, supplements or other modifications thereto, notices to other creditors or secured parties, and certificates, acknowledgments, or other writings, including, without limitation, lien search reports, from filing or other registration officers, (iv) all credit information, reports and memoranda relating thereto and (v) all other written or nonwritten forms of information related in any way to the foregoing or any Receivable.

“**Record**” shall have the meaning specified in Article 9 of the UCC.

“**Secured Obligations**” shall have the meaning assigned in Section 3.1.

“**Secured Parties**” shall mean the Agents, Lenders and the Lender Counterparties and shall include, without limitation, all former Agents, Lenders and Lender Counterparties to the extent that any Obligations owing to such Persons were incurred while such Persons were Agents, Lenders or Lender Counterparties and such Obligations have not been paid or satisfied in full.

“**Securities**” shall mean any stock, shares, partnership interests, voting trust certificates, certificates of interest or participation in any profit-sharing agreement or arrangement, options, warrants, bonds, debentures, notes, or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as “securities” or any certificates of interest, shares or participations in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire, any of the foregoing.

“**Securities Accounts**” (i) shall mean all “securities accounts” as defined in Article 8 of the UCC and (ii) shall include, without limitation, all of the accounts listed on

Schedule 4.4(A) under the heading “Securities Accounts” (as such schedule may be amended or supplemented from time to time).

“**Security Entitlement**” shall mean “security entitlement” as defined in the UCC.

“**Specified Foreign Assets**” shall mean assets or property not located in Bermuda, the United States, any State or territory of the United States or the District of Columbia.

“**Specified Foreign Grantor**” shall mean any Grantor not organized under the laws of Bermuda, the United States, any State or territory of the United States or the District of Columbia.

“**Subordinated Debt Documents**” shall have the meaning specified in the Credit Agreement.

“**Subordinated Security Documents**” shall have the meaning specified in the Intercreditor Agreement.

“**Supporting Obligation**” shall mean all “supporting obligations” as defined in Article 9 of the UCC.

“**Syndication Agent**” shall have the meaning set forth in the recitals.

“**Tax Code**” shall mean the United States Internal Revenue Code of 1986, as amended from time to time.

“**Trademark Licenses**” shall mean any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.7(F) (as such schedule may be amended or supplemented from time to time).

“**Trademarks**” shall mean all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to in Schedule 4.7(E) (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit; provided, however that the foregoing definition shall not include any “intent-to-use” based application for a Trademark (but only if the grant of security interest to such “intent-to-use” Trademark violates 15 U.S.C. Section 1060(a)) until such time that a “Statement of Use” or “Amendment to Allege Use” has been filed with the United States Patent and Trademark Office.

“**Trade Secret Licenses**” shall mean any and all agreements providing for the granting of any right in or to Trade Secrets (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.7(G) (as such schedule may be amended or supplemented from time to time).

“**Trade Secrets**” shall mean all trade secrets and all other confidential or proprietary information and know-how whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret, and (ii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

“**Trustee**” shall have the meaning set forth in the recitals.

“**UCC**” shall mean the Uniform Commercial Code as in effect from time to time in the State of New York or, when the context implies, the Uniform Commercial Code as in effect from time to time in any other applicable jurisdiction.

“**United States**” shall mean the United States of America.

1.2 Definitions; Interpretation. All capitalized terms used herein (including the preamble and recitals hereto) and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement or, if not defined therein, in the UCC. References to “Sections,” “Exhibits” and “Schedules” shall be to Sections, Exhibits and Schedules, as the case may be, of this Agreement unless otherwise specifically provided. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. The use herein of the word “include” or “including”, when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such as “without limitation” or “but not limited to” or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter. If any conflict or inconsistency exists between this Agreement and the Credit Agreement, the Credit Agreement shall govern. All references herein to provisions of the UCC shall include all successor provisions under any subsequent version or amendment to any Article of the UCC.

## Section 2. Grant of Security.

2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all personal property of such Grantor including, but not limited to the following, in each case whether now owned or existing or hereafter

acquired or arising and wherever located (all of which being hereinafter collectively referred to as the “**Collateral**”):

- (a) Accounts;
- (b) Chattel Paper;
- (c) Documents;
- (d) General Intangibles;
- (e) Goods;
- (f) Instruments;
- (g) Insurance;
- (h) Intellectual Property;
- (i) Investment Related Property;
- (j) Letter of Credit Rights;
- (k) Money;
- (l) Receivables and Receivable Records;
- (m) Commercial Tort Claims;
- (n) all fiber optic submarine cable systems, including cables and materials, parts, tools, dies, jigs, fixtures, plans, information and contract rights, including all undersea fiber and cable, including all undersea fiber and cable in international waters;
- (o) to the extent not otherwise included above, all Collateral Records, Collateral Support and Supporting Obligations relating to any of the foregoing; and
- (p) to the extent not otherwise included above, all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing

; provided, however, that for purposes of this Agreement, the Collateral shall exclude any assets or property described in immediately preceding clauses (a) through (m), inclusive, (o) and (p), in each case to the extent such assets or property constitute Specified Foreign Assets; provided further, however, that subject to the limitations set forth in the Credit Agreement (other than in subclause (z) of the definition of “Post-Closing Collateral Requirement”) and in Section 2.2 and Section 4 hereof, each Grantor shall execute and deliver such additional security agreements, pledge agreements, mortgages, assignments and any other agreements, instruments and documents, in each case as shall reasonably be deemed necessary or advisable by the Collateral Agent in order to subject substantially all Specified Foreign Assets of the Company and its Subsidiaries (other than Excluded Subsidiaries) and all of the outstanding Equity Interests of

Company and its Subsidiaries (other than Subsidiaries of Excluded Subsidiaries) to a First-Priority perfected Lien in favor of the Collateral Agent (other than any such Specified Foreign Assets as to which the Collateral Agent, in its reasonable discretion, shall have notified the Company in writing that it has determined that the cost of obtaining such Lien is excessive in relation to the benefit to the Lenders afforded thereby) within the time periods specified in the Credit Agreement .

2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Collateral include or the security interest granted under Section 2.1 hereof attach to (a) Equipment subject to a purchase money security interest or equipment lease permitted under the Credit Agreement, or any lease, license, contract, property rights or agreement to which any Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of any Grantor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract property rights or agreement (other than to the extent that any such terms would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity), provided, however, that the Collateral shall include and such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such Lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above; (b) in any of the outstanding capital stock of a Controlled Foreign Corporation in excess of 65% of the voting power of all classes of capital stock of such Controlled Foreign Corporation entitled to vote; provided that immediately upon the amendment of the Tax Code to allow the pledge of a greater percentage of the voting power of capital stock in a Controlled Foreign Corporation without adverse tax consequences, the Collateral shall include, and the security interest granted by each Grantor shall attach to, such greater percentage of capital stock of each Controlled Foreign Corporation; or (c) assets subject to Liens permitted pursuant to Sections 6.2(n), (o) and (p) of the Credit Agreement. It is understood and agreed that all representations, warranties and covenants herein are subject to the limitations set forth in this Section 2.2.

2.3 Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control. Any reference in this Agreement to “first priority”, “first priority status”, or words of similar effect, in describing any of the security interests created hereunder shall be understood to refer to such priority as set forth in the Intercreditor Agreement. All representations, warranties and covenants in this Agreement shall be subject to the provisions and qualifications set forth in this Section 2.3.

### Section 3. Security for obligations; grantors remain liable.

3.1 Security for Obligations. This Agreement secures, and the Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Obligations of every Grantor (the “**Secured Obligations**”).

3.2 Continuing Liability Under Collateral. Notwithstanding anything herein to the contrary, (i) each Grantor shall remain liable for all obligations under the Collateral and nothing contained herein is intended or shall be a delegation of duties to the Collateral Agent or any Secured Party, (ii) each Grantor shall remain liable under each of the agreements included in the Collateral, including, without limitation, any agreements relating to Pledged Partnership Interests or Pledged LLC Interests, to perform all of the obligations undertaken by it thereunder all in accordance with and pursuant to the terms and provisions thereof and neither the Collateral Agent nor any Secured Party shall have any obligation or liability under any of such agreements by reason of or arising out of this Agreement or any other document related thereto nor shall the Collateral Agent nor any Secured Party have any obligation to make any inquiry as to the nature or sufficiency of any payment received by it or have any obligation to take any action to collect or enforce any rights under any agreement included in the Collateral, including, without limitation, any agreements relating to Pledged Partnership Interests or Pledged LLC Interests, and (iii) the exercise by the Collateral Agent of any of its rights hereunder shall not release any Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral.

### Section 4. Representations and warranties and covenants.

#### 4.1 Generally.

4.1.1 Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date (or in the case of any Additional Grantor, on the date on which it executes a Counterpart Agreement), that:

(i) it owns the Collateral purported to be owned by it or otherwise has the rights it purports to have in each item of Collateral and, as to all Collateral whether now existing or hereafter acquired, will continue to own or have such rights in each item of the Collateral, in each case free and clear of any and all Liens, rights or claims of all other Persons other than Permitted Liens;

(ii) it has indicated on Schedule 4.1(A) (as such schedule may be amended or supplemented from time to time): (w) the type of organization of such Grantor, (x) the jurisdiction of organization of such Grantor, (y) its organizational identification number (if any) and (z) the jurisdiction where the chief executive office or its principal place of business is, and for the one-year period preceding the date hereof has been, located;

(iii) the full legal name of such Grantor is as set forth on Schedule 4.1(A) and it has not done in the last five (5) years, and does not do, business under any other name



(including any trade-name or fictitious business name) except for those names set forth on Schedule 4.1(B) (as such schedule may be amended or supplemented from time to time);

(iv) except as provided on Schedule 4.1(C), it has not changed its name, jurisdiction of organization, chief executive office or principal place of business or its corporate structure in any way (e.g., by merger, consolidation, change in corporate form or otherwise (other than by way of a merger or consolidation with any Person that was a Subsidiary of the Company immediately prior to the consummation of the relevant transaction)) since December 9, 2003;

(v) it has not since December 9, 2003 become bound (whether as a result of merger or otherwise) as debtor under a security agreement entered into by another Person, which has not heretofore been terminated other than the agreements identified on Schedule 4.1(D) hereof (as such schedule may be amended or supplemented from time to time) and other than the “Security Documents” under, and as defined in, the Mandatory Convertible Notes Indenture;

(vi) with respect to each agreement identified on Schedule 4.1(D), it has indicated on Schedule 4.1(A) and Schedule 4.1(B) the information required pursuant to Section 4.1.1(ii), (iii) and (iv) with respect to the debtor under each such agreement;

(vii) subject to completion of the Post-Closing Collateral Requirement, (u) upon the filing of all UCC financing statements naming each Grantor as debtor and the Collateral Agent as “secured party” and describing the Collateral in the filing offices set forth opposite such Grantor’s name on Schedule 4.1(E) hereof (as such schedule may be amended or supplemented from time to time) and other filings delivered by each Grantor, (v) upon delivery of all Instruments, Chattel Paper and certificated Pledged Equity Interests and Pledged Debt, (w) upon sufficient identification of Commercial Tort Claims, (x) upon execution of a control agreement establishing the Collateral Agent’s “control” (within the meaning of Section 8-106, 9-106 or 9-104 of the UCC, as applicable) with respect to any Investment Account, (y) upon consent of the issuer with respect to Letter of Credit Rights, and (z) to the extent not subject to Article 9 of the UCC, upon recordation of the security interests granted hereunder in Patents, Trademarks and Copyrights in the applicable intellectual property registries, including but not limited to the United States Patent and Trademark Office and the United States Copyright Office, the security interests granted to the Collateral Agent hereunder constitute valid and perfected first priority Liens (subject in the case of priority only to Permitted Liens and to the rights of the United States government (including any agency or department thereof) with respect to United States government Receivables) on all of the Collateral (except (i) motor vehicles and other equipment covered by a certificate of title and (ii) Insurance);

(viii) all actions and consents, including all filings, notices, registrations and recordings necessary or desirable for the exercise by the Collateral Agent of the voting or other rights provided for in this Agreement or the exercise of remedies in respect of the Collateral have been made or obtained, except on the Closing Date with respect to PCCR Collateral;

(ix) other than the financing statements filed in favor of the Collateral Agent, no effective UCC financing statement, fixture filing or other instrument similar in effect under any applicable law covering all or any part of the Collateral is on file in any filing or recording office except for (x) financing statements for which proper termination statements have been delivered to the Collateral Agent for filing and (y) financing statements filed in connection with Permitted Liens;

(x) no authorization, approval or other action by, and no notice to or filing with, any Governmental Authority or regulatory body is required for either (i) the pledge or grant by any Grantor of the Liens purported to be created in favor of the Collateral Agent hereunder or (ii) the exercise by Collateral Agent of any rights or remedies in respect of any Collateral (whether specifically granted or created hereunder or created or provided for by applicable law), except (A) for the filings contemplated by clause (vii) above and (B) as may be required, in connection with the disposition of any Investment Related Property, by laws generally affecting the offering and sale of Securities;

(xi) all information supplied by any Grantor with respect to the Collateral is accurate and complete in all material respects;

(xii) none of the Collateral constitutes, or is the Proceeds of, "farm products" (as defined in the UCC);

(xiii) it does not own any "as extracted collateral" (as defined in the UCC) or any timber to be cut;

(xiv) Except as described on Schedule 4.1(D), such Grantor has not become bound as a debtor, either by contract or by operation of law, by a security agreement previously entered into by another Person (other than the Subordinated Debt Documents); and

(xv) Such Grantor has been duly organized as an entity of the type as set forth opposite such Grantor's name on Schedule 4.1(A) solely under the laws of the jurisdiction as set forth opposite such Grantor's name on Schedule 4.1(A) and remains duly existing as such. Such Grantor has not filed any certificates of domestication, transfer or continuance in any other jurisdiction.

4.1.2 Covenants and Agreements. Each Grantor hereby covenants and agrees that:

(i) except for the security interest created by this Agreement, it shall not create or suffer to exist any Lien upon or with respect to any of the Collateral, except Permitted Liens, and such Grantor shall take all actions reasonably necessary to defend the Collateral against all Persons at any time claiming any interest therein;

(ii) it shall not use or permit any Collateral to be used unlawfully or in violation of any provision of this Agreement or any applicable statute, regulation or ordinance or any policy of insurance covering the Collateral, except to the extent such

use could not reasonably be expected to materially adversely affect the value of such Collateral;

(iii) it shall not change such Grantor's name, identity, corporate structure (e.g., by merger, consolidation, change in corporate form or otherwise), principal place of business, chief executive office, type of organization or jurisdiction of organization or establish any trade names unless it shall have (a) notified the Collateral Agent in writing, by executing and delivering to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto, at least thirty (30) days prior to any such change or establishment, identifying such new proposed name, identity, corporate structure, principal place of business, chief executive office, jurisdiction of organization or trade name and providing such other information in connection therewith as the Collateral Agent may reasonably request and (b) taken all actions necessary or advisable to maintain the continuous validity, perfection and the same or better priority of the Collateral Agent's security interest in the Collateral intended to be granted and agreed to hereby;

(iv) if the Collateral Agent or any Secured Party gives value to enable Grantor to acquire rights in or the use of any Collateral, it shall use such value for such purposes and such Grantor further agrees that repayment of any Obligation shall apply on a "first-in, first-out" basis so that the portion of the value used to acquire rights in any Collateral shall be paid in the chronological order such Grantor acquired rights therein;

(v) it shall pay promptly when due all property and other taxes, assessments and governmental charges or levies, in each case, to the extent material, imposed upon, and all claims (including claims for labor, materials and supplies) against, the Collateral, except to the extent the validity thereof is being contested in good faith; provided, such Grantor shall in any event pay such taxes, assessments, charges, levies or claims not later than five (5) days prior to the date of any sale required under any judgment, writ or warrant of attachment entered or filed against such Grantor or any of the Collateral as a result of the failure to make such payment;

(vi) upon such Grantor or any Authorized Officer of such Grantor obtaining knowledge thereof, it shall promptly notify the Collateral Agent in writing of any event that may have a Material Adverse Effect on the value of the Collateral (taken as a whole), the ability of any Grantor or the Collateral Agent to dispose of the Collateral, or the rights and remedies of the Collateral Agent in relation thereto, including, without limitation, the levy of any legal process against the Collateral;

(vii) it shall not take or permit any action which could reasonably be expected to impair the Collateral Agent's rights in the Collateral; and

(viii) it shall not sell, transfer or assign (by operation of law or otherwise) any Collateral except as permitted or otherwise in accordance with the Credit Agreement.

#### 4.2 Equipment and Inventory.

(a) Representations and Warranties. Each Grantor represents and warrants, on the Closing Date, that:

(i) all of the material Equipment and Inventory included in the Collateral has been kept for the past four (4) years only at the locations specified in Schedule 4.2 (as such schedule may be amended or supplemented from time to time);

(ii) any Goods now or hereafter produced by any Grantor included in the Collateral have been and will be produced in compliance with the requirements of the Fair Labor Standards Act, as amended; and

(iii) except for goods in transit in the ordinary course of business, no Inventory or Equipment having a value in excess of \$1,000,000 individually (*i.e.*, at any one location) or \$5,000,000 in the aggregate (*i.e.*, at all locations) is in the possession of an issuer of a negotiable document (as defined in Section 7-104 of the UCC) therefor or otherwise in the possession of a bailee or a warehouseman.

(b) Covenants and Agreements. Each Grantor covenants and agrees that:

(i) it shall keep the Equipment, Inventory and any Documents evidencing any Equipment and Inventory (in each case, other than de minimis items) in the locations specified on Schedule 4.2 (as such schedule may be amended or supplemented from time to time) unless it shall have (a) notified the Collateral Agent in writing, by executing and delivering to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto, at least ten (10) days prior to locating any Equipment, Inventory or Documents (other than de minimis items) in any location not specified in Schedule 4.2, identifying such new location and providing such other information in connection therewith as the Collateral Agent may reasonably request and (b) taken all actions necessary to maintain the continuous validity, perfection and the same or better priority of the Collateral Agent's security interest in the Collateral intended to be granted and agreed to hereby, or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder, with respect to such Equipment and Inventory;

(ii) it shall keep records which are correct and accurate in all material respects of the Inventory, as are customarily maintained under similar circumstances by Persons of established reputation engaged in similar business, and in any event in conformity with GAAP (except for any Grantor organized under the laws of a jurisdiction outside the United States that does not keep records in accordance with GAAP on the date hereof);

(iii) it shall not deliver any Document evidencing any Equipment and Inventory (other than de minimis items) to any Person other than the issuer of such Document to claim the Goods evidenced therefor or the Collateral Agent;

(iv) if any Equipment or Inventory having a value in excess of \$5,000,000 in the aggregate for all Grantors is in possession or control of any third party, each Grantor shall notify the third party of the Collateral Agent's security interest and use its

commercially reasonable efforts to obtain an acknowledgment from the third party that it is holding the Equipment and Inventory for the benefit of the Collateral Agent; and

(v) with respect to any item of Equipment which is covered by a certificate of title under a statute of any jurisdiction under the law of which indication of a security interest on such certificate is required as a condition of perfection thereof, upon the reasonable request of the Collateral Agent, it shall (A) provide information with respect to any such Equipment having a value in excess of \$5,000,000 in the aggregate for all Grantors, (B) execute and file with the registrar of motor vehicles or other appropriate authority in such jurisdiction an application or other document requesting the notation or other indication of the security interest created hereunder on such certificate of title, and (C) deliver to the Collateral Agent copies of all such applications or other documents filed during such calendar quarter and copies of all such certificates of title issued during such calendar quarter indicating the security interest created hereunder in the items of Equipment covered thereby.

#### 4.3 Receivables.

(a) Representations and Warranties. Each Grantor represents and warrants, on the Closing Date (or, in the case of any Additional Grantor, on the date on which it executes a Counterpart Agreement), that:

(i) each Receivable (a) is and will be the legal, valid and binding obligation of the Account Debtor in respect thereof, representing an unsatisfied obligation of such Account Debtor, (b) is and will be enforceable in accordance with its terms, except to the extent that that the enforceability thereof may be limited by applicable bankruptcy or other similar laws and by equitable principles, (c) is not and will not be subject to any setoffs, defenses, taxes, counterclaims (except with respect to refunds, returns, credits and allowances in the ordinary course of business as generally conducted by such Grantor on and prior to the date hereof) and (d) is and will be in compliance with all applicable laws, whether federal, state, local or foreign, except for instances of non-compliance which would not have a Material Adverse Effect;

(ii) as of the Closing Date, none of the Account Debtors in respect of any Receivable in excess of \$1,000,000 individually or \$5,000,000 in the aggregate for all Grantors is the government of the United States, any agency or instrumentality thereof, any state or municipality. No Receivable in excess of \$500,000 individually or \$2,000,000 in the aggregate for all Grantors requires the consent of the Account Debtor in respect thereof in connection with the pledge hereunder, except any consent which has been obtained;

(iii) no Receivable is evidenced by, or constitutes, an Instrument or Chattel Paper in an amount in excess of \$500,000 individually or \$2,000,000 in the aggregate for all Grantors which has not been delivered to, or otherwise subjected to the control of, the Collateral Agent to the extent required by, and in accordance with Section 4.3(c); and

(iv) if requested by the Collateral Agent, each Grantor has delivered to the Collateral Agent a complete and correct copy of each standard form of document under which material Receivables may arise.

that: (b) Covenants and Agreements: Each Grantor hereby covenants and agrees

(i) it shall keep and maintain at its own cost and expense, in accordance with its current business practice, satisfactory and complete records of the Receivables, including, but not limited to, the originals of all documentation with respect to all Receivables and records of all payments received and all credits granted on the Receivables;

(ii) it shall mark conspicuously, in form and manner reasonably satisfactory to the Collateral Agent, all Chattel Paper, and Instruments (other than checks) in an amount in excess of \$500,000 individually or \$2,000,000 in the aggregate for all such Chattel Paper and Instruments, with an appropriate reference to the fact that the Collateral Agent has a security interest therein;

(iii) it shall perform in all material respects its obligations with respect to the Receivables;

(iv) except in the ordinary course of business as generally conducted by such Grantor on and prior to the date hereof, it shall not amend, modify, terminate or waive any provision of any Receivable in any manner which could reasonably be expected to have a Material Adverse Effect on the value of such Receivable as Collateral. Other than in the ordinary course of business as generally conducted by it on and prior to the date hereof, and except as otherwise provided in subsection (v) below, following and during the continuance of an Event of Default, such Grantor shall not without the consent of the Collateral Agent (w) grant any extension or renewal of the time of payment of any Receivable, (x) compromise or settle any dispute, claim or legal proceeding with respect to any Receivable for less than the total unpaid balance thereof, (y) release, wholly or partially, any Person liable for the payment thereof, or (z) allow any credit or discount thereon;

(v) except as otherwise provided in this subsection and except in the ordinary course of business as generally conducted by it on and prior to the date hereof, each Grantor shall continue to collect all amounts due or to become due to such Grantor under the Receivables and any Supporting Obligation and diligently exercise each material right it may have under any Receivable any Supporting Obligation or Collateral Support, in each case, at its own expense, and in connection with such collections and exercise, such Grantor shall take such action as such Grantor or, during the continuance of an Event of Default, the Collateral Agent may deem necessary or advisable. Notwithstanding the foregoing, at any time following and during the continuance of an Event of Default, the Collateral Agent shall have the right to notify, or require any Grantor to notify, any Account Debtor of the Collateral Agent's security interest in the Receivables and any Supporting Obligation and, in addition, the Collateral Agent may: (1) direct the Account

Debtors under any Receivables to make payment of all amounts due or to become due to such Grantor thereunder directly to the Collateral Agent; (2) notify, or require any Grantor to notify, each Person maintaining a lockbox or similar arrangement to which Account Debtors under any Receivables have been directed to make payment to remit all amounts representing collections on checks and other payment items from time to time sent to or deposited in such lockbox or other arrangement directly to the Collateral Agent; and (3) enforce, at the expense of such Grantor, collection of any such Receivables and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done. If the Collateral Agent notifies any Grantor that it has elected to collect the Receivables in accordance with the preceding sentence, any payments of Receivables received by such Grantor shall be promptly (and in any event within five (5) Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Collateral Agent if required, in the Collateral Account maintained under the sole dominion and control of the Collateral Agent, and until so turned over, all amounts and proceeds (including checks and other instruments) received by such Grantor in respect of the Receivables, any Supporting Obligation or Collateral Support shall be received in trust for the benefit of the Collateral Agent hereunder and shall be segregated from other funds of such Grantor and such Grantor shall not adjust, settle or compromise the amount or payment of any Receivable, or release wholly or partly any Account Debtor or obligor thereof, or allow any credit or discount thereon;

(vi) it shall use its commercially reasonable efforts to keep in full force and effect any Supporting Obligation or Collateral Support relating to any Receivable; and

(vii) if at any time following the Closing Date, any of the Account Debtors in respect of any Receivables in excess of \$1,000,000 individually or \$5,000,000 in the aggregate for all Grantors is the government of the United States, any agency or instrumentality thereof, any state or municipality or any foreign sovereign, then each applicable Grantor shall take all actions deemed reasonably necessary or advisable by the Collateral Agent in order that the Collateral Agent shall obtain a first-priority perfected Lien in such Receivables.

(c) Delivery and Control of Receivables. With respect to any Receivables in excess of \$500,000 individually or \$2,000,000 in the aggregate for all Grantors evidenced by, or constituting, Chattel Paper or Instruments (other than checks), each Grantor shall (x) at any time following and during the continuance of an Event of Default, promptly and without any notice or action being required by any other party and (y) otherwise, promptly upon request by the Collateral Agent, cause each originally executed copy thereof to be delivered to the Collateral Agent (or its agent or designee) appropriately indorsed to the Collateral Agent or indorsed in blank. With respect to any Receivables in excess of \$500,000 individually or \$2,000,000 in the aggregate for all Grantors which would constitute "electronic chattel paper" under Article 9 of the UCC, each Grantor shall (x) at any time following and during the continuance of an Event of Default, promptly and without any notice or action being required by any other party and (y) otherwise, promptly upon request by the Collateral Agent, take all steps necessary to give the Collateral Agent control over such Receivables (within the meaning of Section 9-105 of the UCC).

4.4 Investment Related Property.

4.4.1 Investment Related Property Generally.

that: (a) Covenants and Agreements. Each Grantor hereby covenants and agrees

(i) in the event it acquires rights in any Investment Related Property after the date hereof (other than Pledged Stock (x) held in Persons that are not Subsidiaries of the Company, (y) not held by any securities intermediary and (z) having a value not in excess of \$500,000 in the aggregate for all Grantors), it shall deliver to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto, reflecting such new Investment Related Property and all other Investment Related Property. Notwithstanding the foregoing, it is understood and agreed that the security interest of the Collateral Agent shall attach to all Investment Related Property immediately upon any Grantor's acquisition of rights therein and shall not be affected by the failure of any Grantor to deliver a supplement to Schedule 4.4 as required hereby;

(ii) except as provided in the next sentence (and subject, in the case of any PCCR Collateral, to completion of the Post-Closing Collateral Requirement), in the event such Grantor receives any dividends, interest or distributions on any Investment Related Property, or any securities or other property upon the merger, consolidation, liquidation or dissolution of any issuer of any Investment Related Property, then (a) such dividends, interest or distributions and securities or other property shall be included in the definition of Collateral without further action and (b) such Grantor shall immediately take all steps, if any, necessary or advisable to ensure the validity, perfection, priority and, if applicable, control of the Collateral Agent over such Investment Related Property (including, without limitation, delivery thereof to the Collateral Agent) and pending any such action such Grantor shall be deemed to hold such dividends, interest, distributions, securities or other property in trust for the benefit of the Collateral Agent and shall segregate such dividends, distributions, Securities or other property from all other property of such Grantor. Notwithstanding the foregoing, so long as no Event of Default shall have occurred and be continuing, the Collateral Agent authorizes each Grantor to retain all ordinary cash dividends and distributions paid in the normal course of the business of the issuer and consistent with the past practice of the issuer and all scheduled payments of interest;

(iii) each Grantor consents to the grant by each other Grantor of a Security Interest in all Investment Related Property to the Collateral Agent.

(b) Delivery and Control.

(i) Each Grantor agrees that with respect to any Investment Related Property in which it currently has rights it shall comply with the provisions of this Section 4.4.1(b) on or before the Credit Date (except in respect of PCCR Collateral, and other than Pledged Stock (x) held in Persons that are not Subsidiaries of the Company, (y) not held



by any securities intermediary and (z) having a value not in excess of \$500,000 in the aggregate for all Grantors) and with respect to any Investment Related Property hereafter acquired by such Grantor (or comprising PCCR Collateral) it shall comply with the provisions of this Section 4.4.1(b) promptly upon acquiring rights therein (or, in the case of PCCR Collateral, promptly after the Closing Date), in each case in form and substance satisfactory to the Collateral Agent. With respect to any Investment Related Property that is represented by a certificate or that is an “instrument” (other than checks or any Investment Related Property credited to a Securities Account) it shall cause such certificate or instrument to be delivered to the Collateral Agent, indorsed in blank by an “effective indorsement” (as defined in Section 8-107 of the UCC), regardless of whether such certificate constitutes a “certificated security” for purposes of the UCC. With respect to any Investment Related Property that is an “uncertificated security” for purposes of the UCC (other than any “uncertificated securities” credited to a Securities Account and (and subject, in the case of any PCCR Collateral, to completion of the Post-Closing Collateral Requirement), it shall cause the issuer of such uncertificated security to either (i) register the Collateral Agent as the registered owner thereof on the books and records of the issuer or (ii) execute an agreement substantially in the form of Exhibit B hereto (or such other form as is reasonably acceptable to the Collateral Agent), pursuant to which such issuer agrees to comply with the Collateral Agent’s instructions with respect to such uncertificated security without further consent by such Grantor.

(c) Voting and Distributions.

(i) So long as no Event of Default shall have occurred and be continuing:

(1) except as otherwise provided under the covenants and agreements relating to Investment Related Property in this Agreement or elsewhere herein or in the Credit Agreement, each Grantor shall be entitled to exercise or refrain from exercising any and all voting and other consensual rights pertaining to the Investment Related Property or any part thereof for any purpose not inconsistent with the terms of this Agreement or the Credit Agreement; provided, no Grantor shall exercise or refrain from exercising any such right if the Collateral Agent shall have notified such Grantor that, in the Collateral Agent’s reasonable judgment, such action would have a Material Adverse Effect on the value of the Investment Related Property or any part thereof; and provided further, such Grantor shall give the Collateral Agent at least five (5) Business Days prior written notice of the manner in which it intends to exercise, or the reasons for refraining from exercising, any such right; it being understood, however, that neither the voting by such Grantor of any Pledged Stock for, or such Grantor’s consent to, the election of directors (or similar governing body) at a regularly scheduled annual or other meeting of stockholders or with respect to incidental matters at any such meeting, nor such Grantor’s consent to or approval of any action otherwise permitted under this Agreement and the Credit Agreement, shall be deemed inconsistent with the terms of this Agreement or the Credit Agreement within the meaning of this Section 4.4(c)(i)(1), and no notice of any such voting or consent need be given to the Collateral Agent; and

(2) the Collateral Agent shall promptly execute and deliver (or cause to be executed and delivered) to each Grantor all proxies, and other instruments as such

Grantor may from time to time reasonably request for the purpose of enabling such Grantor to exercise the voting and other consensual rights when and to the extent which it is entitled to exercise pursuant to clause (1) above; and

(3) upon the occurrence and during the continuance of an Event of Default:

(A) all rights of each Grantor to exercise or refrain from exercising the voting and other consensual rights which it would otherwise be entitled to exercise pursuant hereto shall cease and all such rights shall thereupon become vested in the Collateral Agent who shall thereupon have the sole right to exercise such voting and other consensual rights; and

(B) in order to permit the Collateral Agent to exercise the voting and other consensual rights which it may be entitled to exercise pursuant hereto and to receive all dividends and other distributions which it may be entitled to receive hereunder: (1) each Grantor shall promptly execute and deliver (or cause to be executed and delivered) to the Collateral Agent all proxies, dividend payment orders and other instruments as the Collateral Agent may from time to time reasonably request and (2) each Grantor acknowledges that the Collateral Agent may utilize the power of attorney set forth in Section 6.1.

#### 4.4.2 Pledged Equity Interests.

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date (or, in the case of any Additional Grantor, on the date on which it executes a Counterparty Agreement), that:

(i) Schedule 4.4(A) (as such schedule may be amended or supplemented from time to time) sets forth under the headings “Pledged Stock,” “Pledged LLC Interests,” “Pledged Partnership Interests” and “Pledged Trust Interests,” respectively, all of the Pledged Stock, Pledged LLC Interests, Pledged Partnership Interests and Pledged Trust Interests owned by any Grantor and such Pledged Equity Interests constitute the percentage of issued and outstanding shares of stock, percentage of membership interests, percentage of partnership interests or percentage of beneficial interest of the respective issuers thereof indicated on such Schedule;

(ii) except as set forth on Schedule 4.4(B), it has not acquired any equity interests of another entity or substantially all the assets of another entity since December 9, 2003;

(iii) it is the record and beneficial owner of the Pledged Equity Interests free of all Liens, rights or claims of other Persons other than Permitted Liens and there are no outstanding warrants, options or other rights to purchase, or shareholder, voting trust or similar agreements outstanding with respect to, or property that is convertible into, or that requires the issuance or sale of, any Pledged Equity Interests;

(iv) without limiting the generality of Section 4.1.1(viii), no consent of any Person including any other general or limited partner, any other member of a limited

liability company, any other shareholder or any other trust beneficiary is necessary or desirable in connection with the creation, perfection or first priority status of the security interest of the Collateral Agent in any Pledged Equity Interests or the exercise by the Collateral Agent of the voting or other rights provided for in this Agreement or the exercise of remedies in respect thereof;

(v) none of the Pledged LLC Interests nor Pledged Partnership Interests are or represent interests in issuers that: (a) are registered as investment companies or (b) are dealt in or traded on securities exchanges or markets; and

(vi) except as otherwise set forth on Schedule 4.4(C), all of the Pledged LLC Interests and Pledged Partnership Interests are or represent interests in issuers that have opted to be treated as securities under the uniform commercial code of any jurisdiction.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that:

(i) without the prior written consent of the Collateral Agent, it shall not vote to enable or take any other action to: (a) other than as permitted under the Credit Agreement, amend or terminate any partnership agreement, limited liability company agreement, certificate of incorporation, by-laws or other organizational documents in any way that materially changes the rights of such Grantor with respect to any Investment Related Property or adversely affects the validity, perfection or priority of the Collateral Agent's security interest, (b) other than as permitted under the Credit Agreement, permit any issuer of any Pledged Equity Interest to issue any additional stock, partnership interests, limited liability company interests or other equity interests of any nature or to issue securities convertible into or granting the right of purchase or exchange for any stock or other equity interest of any nature of such issuer to any Person other than a Grantor, (c) other than as permitted under the Credit Agreement, permit any issuer of any Pledged Equity Interest to dispose of all or a material portion of their assets, (d) waive any default under or breach of any terms of organizational document relating to the issuer of any Pledged Equity Interest, (e) waive any default under or breach of any terms of any Pledged Debt (unless the obligor in respect of such Pledged Debt is the Company or a Subsidiary Guarantor and so long as such debt is subject to a pledge in favor of the Collateral Agent) or (f) cause any issuer of any Pledged Partnership Interests or Pledged LLC Interests which are not securities (for purposes of the UCC) on the date hereof to elect or otherwise take any action to cause such Pledged Partnership Interests or Pledged LLC Interests to be treated as securities for purposes of the UCC, unless such Grantor shall promptly notify the Collateral Agent in writing of any such election or action and, in such event, shall take all steps necessary or advisable to establish the Collateral Agent's "control" thereof;

(ii) it shall comply with all of its material obligations under any partnership agreement or limited liability company agreement relating to Pledged Partnership Interests or Pledged LLC Interests and shall enforce all of its material rights with respect to any Investment Related Property;

(iii) without the prior written consent of the Collateral Agent, other than as permitted under the Credit Agreement, it shall not permit any issuer of any Pledged Equity Interest to merge or consolidate unless (i) such issuer creates a security interest that is perfected by a filed financing statement (that is not effective solely under section 9-508 of the UCC) in collateral in which such new debtor has or acquires rights, and (ii) all the outstanding capital stock or other equity interests of the surviving or resulting corporation, limited liability company, partnership or other entity is, upon such merger or consolidation, pledged hereunder and no cash, securities or other property is distributed in respect of the outstanding equity interests of any other constituent Grantor; provided that if the surviving or resulting Grantors upon any such merger or consolidation involving an issuer which is a Controlled Foreign Corporation, then such Grantor shall only be required to pledge equity interests in accordance with Section 2.2; and

(iv) each Grantor consents to the grant by each other Grantor of a security interest in all Investment Related Property to the Collateral Agent and, without limiting the foregoing, consents to the transfer of any Pledged Partnership Interest and any Pledged LLC Interest to the Collateral Agent or its nominee following and during the continuance of an Event of Default and to the substitution of the Collateral Agent or its nominee as a partner in any partnership or as a member in any limited liability company with all the rights and powers related thereto.

#### 4.4.3 Pledged Debt.

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date (or in the case of any Additional Grantor, on the date on which it executes a Counterparty Agreement), that:

(i) Schedule 4.4 (as such schedule may be amended or supplemented from time to time) sets forth under the heading "Pledged Debt" all of the Pledged Debt in a of each Grantor evidenced by an intercompany note or other promissory note. All Pledged Debt has been duly authorized, authenticated or issued, and delivered and is the legal, valid and binding obligation of the issuers thereof (except to the extent that the enforceability thereof may be limited by applicable bankruptcy or other similar laws and by equitable principles) to the knowledge of such Grantor and is not in default;

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that:

(i) it shall notify the Collateral Agent of any default under any Pledged Debt that has caused, either in any individual case or in the aggregate, a Material Adverse Effect.

#### 4.4.4 Investment Accounts.

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date (or in the case of any Additional Grantor, on the date on which it executes a Counterpart Agreement), that:

(i) Schedule 4.4 hereto (as such schedule may be amended or supplemented from time to time) sets forth under the headings “Securities Accounts” and “Commodities Accounts,” respectively, all of the Securities Accounts and Commodities Accounts in which each Grantor has an interest. Each Grantor is the sole entitlement holder of each such Securities Account and Commodity Account, and such Grantor has not consented to, and is not otherwise aware of, any Person (other than the Collateral Agent pursuant hereto or the Trustee pursuant to the Subordinated Security Documents and other than as permitted under the Credit Agreement with respect to Securities Accounts maintained in connection with Liens permitted pursuant to Sections 6.02(n), (o) or (p) thereof) having “control” (within the meanings of Sections 8-106 and 9-106 of the UCC) over, or any other interest in, any such Securities Account or Commodity Account or securities or other property credited thereto;

(ii) Schedule 4.4 hereto (as such schedule may be amended or supplemented from time to time) sets forth under the headings “Deposit Accounts” all of the Deposit Accounts in which each Grantor has an interest. Each Grantor is the sole account holder of each such Deposit Account and such Grantor has not consented to, and is not otherwise aware of, any Person (other than the Collateral Agent pursuant hereto and other than as permitted under the Credit Agreement with respect to Deposit Accounts maintained in connection with Liens permitted pursuant to Sections 6.02(n), (o) or (p) thereof) having either sole dominion and control (within the meaning of common law) or “control” (within the meanings of Section 9-104 of the UCC) over, or any other interest in, any such Deposit Account or any money or other property deposited therein; and

(iii) Each Grantor has taken (or, in the case of PCCR Collateral, will take) all actions required to be taken pursuant to the Credit Agreement, including those specified in Section 4.4.4(c), to: (a) establish Collateral Agent’s “control” (within the meanings of Sections 8-106 and 9-106 of the UCC) over any portion of the Investment Related Property constituting Certificated Securities, Uncertificated Securities, Securities Accounts, Securities Entitlements or Commodities Accounts (each as defined in the UCC); (b) establish the Collateral Agent’s “control” (within the meaning of Section 9-104 of the UCC) over all Deposit Accounts; and (c) deliver all Instruments (other than checks) with a value in excess of \$250,000 individually or \$1,000,000 in the aggregate for all Grantors to the Collateral Agent; provided, however, that with respect to Instruments of the type referred to in Sections 4.2(a)(iii), 4.3(c) and 4.4.1(b)(i), the provisions of said Sections shall control.

(b) Covenant and Agreement. Each Grantor hereby covenants and agrees with the Collateral Agent and each other Secured Party that it shall not close or terminate any Securities Account or Deposit Account unless a successor or replacement account has been established with respect to which (i) Schedule 4.4 has been updated accordingly and (ii) a control agreement reasonably acceptable to the Collateral Agent has been entered into by the appropriate Grantor, Collateral Agent and securities intermediary or depository institution at which such successor or replacement account is to be maintained in accordance with the provisions of Section 4.4.4(c). Each Grantor hereby covenants and agrees with the Collateral Agent and each other Secured Party that it shall not close, terminate or establish any Commodities Account without the prior consent of the Collateral Agent.

(c) Delivery and Control.

(i) With respect to any Investment Related Property consisting of Securities Accounts or Securities Entitlements (other than as permitted under the Credit Agreement with respect to Securities Accounts maintained in connection with Liens permitted pursuant to Sections 6.02(n), (o) or (p) thereof), it shall use commercially reasonable efforts to cause the securities intermediary maintaining such Securities Account or Securities Entitlement to enter into an agreement substantially in the form of Exhibit C hereto (or such other form as is reasonably acceptable to the Collateral Agent), pursuant to which it shall agree to comply with the Collateral Agent's "entitlement orders" without further consent by such Grantor. With respect to any Investment Related Property that is a "Deposit Account" (other than as permitted under the Credit Agreement with respect to Deposit Accounts maintained in connection with Liens permitted pursuant to Sections 6.02(n), (o) or (p) thereof), it shall use commercially reasonable efforts to cause the depository institution maintaining such account to enter into an agreement substantially in the form of Exhibit D hereto (or such other form as is reasonably acceptable to the Collateral Agent), pursuant to which the Collateral Agent shall have both sole dominion and control over such Deposit Account (within the meaning of the common law) and "control" (within the meaning of Section 9-104 of the UCC) over such Deposit Account. Each Grantor shall have entered into such control agreement or agreements: (w) in the case of any such Securities Accounts, Securities Entitlements or Deposit Accounts of any Bermuda Closing Date Grantor that exist on the Closing Date, as of or prior to the Closing Date, (x) in the case of any such Securities Accounts, Securities Entitlements or Deposit Accounts of any Closing Date Grantor other than the Bermuda Closing Date Grantors that exist on the Closing Date, within 90 days of the Closing Date, (y) in the case of any such Securities Accounts, Securities Entitlements or Deposit Accounts of any Additional Grantor that exist on the date on which such Additional Grantor executes a Counterpart Agreement, within 90 days of such date and (z) in the case of any such Securities Accounts, Securities Entitlements or Deposit Accounts that are created or acquired by any Grantor following the date on which such Grantor becomes a party hereto, as of or prior to the deposit or transfer of any such Securities Entitlements or funds, whether constituting moneys or investments, into such Securities Accounts or Deposit Accounts. If any securities intermediary or depository institution with which any Securities Account, Securities Entitlement or Deposit Account referred to in preceding subclauses (x) or (y) is maintained refuses to enter into such a control agreement, then the respective Grantor shall promptly (and in any event within 90 days after the Closing Date or the date on which the relevant Additional Grantor delivers a Counterpart Agreement, as applicable), close the respective Securities Account or Deposit Account and transfer all balances therein to the Collateral Account or another Securities Account or Deposit Account, as applicable, meeting the requirements of this Section 4.4.4(c).

In addition to the foregoing, if any issuer of any Investment Related Property is located in a jurisdiction outside of the United States, each Grantor shall take such additional actions as may be necessary, including, without limitation, causing the issuer to register the pledge on its books and records or making such filings or recordings, in each case under the laws of such issuer's jurisdiction to insure the validity, perfection and priority of the security interest of the Collateral Agent. Upon the occurrence and during

the continuance of an Event of Default, the Collateral Agent shall have the right, without notice to any Grantor, to transfer all or any portion of the Investment Related Property to its name or the name of its nominee or agent. In addition, following and during the continuance of an Event of Default, the Collateral Agent shall have the right at any time, without notice to any Grantor, to exchange any certificates or instruments representing any Investment Related Property for certificates or instruments of smaller or larger denominations.

(d) Notwithstanding the foregoing, the Grantors shall not be required to comply with the requirements set forth above in this Section 4.4 with respect to Deposit Accounts and Securities Accounts at any one time containing balances (in cash, securities or other property) under \$5,000,000 in the aggregate for all Grantors, provided, however, that each Grantor shall be required to comply with the requirements set forth above in this Section 4.4 with respect to any individual Deposit Account or Securities Account containing a balance of \$1,000,000 or more.

#### 4.5 Material Contracts.

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date (or in the case of any Additional Grantor, on the date on which it executes a Counterpart Agreement), that:

(i) the Material Contracts are in full force and effect and are binding upon and enforceable against all parties thereto in accordance with their respective terms, except to the extent that that the enforceability thereof may be limited by applicable bankruptcy or other similar laws and by equitable principles. There exists no material default under any Material Contract by any Grantor party thereto, or to the Grantor's knowledge, any other party thereto; and

(ii) there exists no default by any Grantor under any Material Contract that would entitle the counterparty thereto to terminate such Material Contract.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that :

(i) in addition to any rights under the Section of this Agreement relating to Receivables, the Collateral Agent may at any time notify, or require any Grantor to so notify, the counterparty on any Material Contract of the security interest of the Collateral Agent therein. In addition, after the occurrence and during the continuance of an Event of Default, the Collateral Agent may upon written notice to the applicable Grantor, notify, or require any Grantor to notify, the counterparty to make all payments under the Material Contracts directly to the Collateral Agent;

(ii) it shall perform in all material respects all of its obligations with respect to the Material Contracts;

(iii) it shall promptly and diligently exercise each material right it may have under any Material Contract, any Supporting Obligation or Collateral Support, except to

the extent that failure to exercise such right could not reasonably be expected to have a Material Adverse Effect, in each case, at its own expense, and in connection with such collections and exercise, such Grantor shall take such action as such Grantor or, following and during the continuance of an Event of Default, the Collateral Agent may deem necessary or advisable;

(iv) it shall keep in full force and effect any Supporting Obligation or Collateral Support relating to any Material Contract, except to the that failure to do so could not reasonably be expected to have a Material Adverse Effect; and

(v) each Grantor shall, within thirty (30) days after entering into any Non-Assignable Contract after the Closing Date, request in writing the consent of the counterparty or counterparties to any Material Contract that is a Non-Assignable Contract pursuant to the terms of such Non-Assignable Contract or applicable law to the assignment or granting of a security interest in such Non-Assignable Contract to Secured Party and use its commercially reasonable efforts to obtain such consent as soon as practicable thereafter.

#### 4.6 Letter of Credit Rights.

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date (or in the case of any Additional Grantor, on the date on which it executes a Counterparty Agreement), that:

(i) all letters of credit in excess of \$1,000,000 individually or \$5,000,000 in the aggregate for all Grantors to which any Grantor has rights is listed on Schedule 4.6 (as such schedule may be amended or supplemented from time to time) hereto; and

(ii) subject, in the case of any PCCR Collateral, to completion of the Post-Closing Collateral Requirement, it has obtained the consent of each issuer of any letter of credit in excess of \$1,000,000 individually or \$5,000,000 in the aggregate for all Grantors to the assignment of the proceeds of the letter of credit to the Collateral Agent.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that with respect to any letter of credit with a value in excess of \$1,000,000 individually or \$5,000,000 in the aggregate for all Grantors hereafter arising it shall obtain the consent of the issuer thereof to the assignment of the proceeds of the letter of credit to the Collateral Agent and shall deliver to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto.

#### 4.7 Intellectual Property.

(a) Representations and Warranties. Except as disclosed in Schedule 4.7(H) (as such schedule may be amended or supplemented from time to time), each Grantor hereby represents and warrants, on the Closing Date and on each Credit Date, that:

(i) Schedule 4.7 (as such schedule may be amended or supplemented from time to time) sets forth a true and complete list of (i) all United States, state and foreign



registrations of and applications for Patents, Trademarks, and Copyrights owned by each Grantor and (ii) all Patent Licenses, Trademark Licenses, Trade Secret Licenses and Copyright Licenses material to the business of such Grantor;

(ii) it is the sole and exclusive owner of the entire right, title, and interest in and to all Intellectual Property listed on Schedule 4.7 (as such schedule may be amended or supplemented from time to time), and owns or has the valid right to use all other Intellectual Property used in or necessary to conduct its business, free and clear of all Liens, claims, encumbrances and licenses, except for Permitted Liens and the licenses set forth on Schedule 4.7(B), (D), (F) and (G) (as each may be amended or supplemented from time to time);

(iii) all material Intellectual Property owned by a Grantor is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and each Grantor has performed all acts and has paid all renewal, maintenance, and other fees and taxes required to maintain each and every material registration and application of Copyrights, Patents and Trademarks in full force and effect;

(iv) no holding, decision, or judgment has been rendered in any action or proceeding before any court or administrative authority challenging the validity of, such Grantor's right to register, or such Grantor's rights to own or use, any material Intellectual Property owned by a Grantor and no such action or proceeding is pending or, to the best of such Grantor's knowledge, threatened, which could reasonably be expected to have a Material Adverse Effect;

(v) all registrations and applications for all material Copyrights, Patents and Trademarks are standing in the name of each Grantor or a predecessor in interest, and validly owned by such Grantor, and none of the material Trademarks, Patents, Copyrights or Trade Secrets has been licensed by any Grantor to any Affiliate or third party, except as disclosed in Schedule 4.7(B), (D), (F), or (G) (as each may be amended or supplemented from time to time);

(vi) to the best of each Grantor's knowledge, the conduct of such Grantor's business does not infringe upon or otherwise violate any trademark, patent, copyright, trade secret or other intellectual property right owned or controlled by a third party; except as could not reasonably be expected to have a Material Adverse Effect, no claim has been made that the use of any Intellectual Property owned or used by Grantor (or any of its respective licensees) violates the asserted rights of any third party;

(vii) to the best of each Grantor's knowledge, no third party is infringing upon or otherwise violating any rights in any material Intellectual Property owned or used by such Grantor, or any of its respective licensees;

(viii) no settlement or consents, covenants not to sue, nonassertion assurances, or releases have been entered into by a Grantor or to which a Grantor is bound that adversely affect a Grantor's rights to own or use any Intellectual Property; and

(ix) except as permitted under the Credit Agreement, no Grantor has made a previous assignment, sale, transfer or agreement constituting a present or future assignment, sale, transfer or agreement of any material Intellectual Property that has not been terminated or released. Except as permitted under the Credit Agreement, there is no effective financing statement or other document or instrument now executed, or on file or recorded in any public office, granting a security interest in or otherwise encumbering any part of the Intellectual Property, other than in favor of the Collateral Agent.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees as follows:

(i) it shall not do any act or omit to do any act whereby any material Intellectual Property may lapse, or become abandoned, dedicated to the public, or unenforceable, or which would adversely affect the validity, grant, or enforceability of the security interest granted therein;

(ii) it shall, promptly (and in any event within 90 days) following the creation or acquisition of any Copyrightable work for which a copyright registration would be of material benefit to the business of the Company and its Subsidiaries, apply to register the Copyright in the United States Copyright Office;

(iii) it shall promptly notify the Collateral Agent if it knows or has reason to know that any item of material Intellectual Property that may become (a) abandoned or dedicated to the public or placed in the public domain, (b) invalid or unenforceable, or (c) subject to any adverse determination or development (including the institution of proceedings) in any action or proceeding in the United States Patent and Trademark Office, the United States Copyright Office, any state registry, any foreign counterpart of the foregoing, or any court, but excluding any non-substantive office actions that may be issued by the United States Patent and Trademark Office, the United States Copyright Office, or the equivalent thereof that may be issued by a state registry, or any foreign counterpart of the foregoing;

(iv) it shall take all commercially reasonable steps in the United States Patent and Trademark Office, the United States Copyright Office, any state registry or any foreign counterpart of the foregoing, to pursue any application and maintain any registration of each material Trademark, Patent, and Copyright owned by any Grantor which is now or shall become included in the Intellectual Property including, but not limited to, those items on Schedule 4.7(A), (C) and (E) (as each may be amended or supplemented from time to time);

(v) in the event that any material Intellectual Property owned by or exclusively licensed to any Grantor is infringed, misappropriated, or diluted by a third party, such Grantor shall promptly take all reasonable actions to stop such infringement, misappropriation, or dilution and protect its rights in such Intellectual Property including, but not limited to and as appropriate, the initiation of a suit for injunctive relief and to recover damages;

(vi) it shall within thirty (30) days report to the Collateral Agent (i) the filing of any application to register any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office, or any state registry or foreign counterpart of the foregoing (whether such application is filed by such Grantor or through any agent, employee, licensee, or designee thereof) and (ii) the registration of any Intellectual Property by any such office, in each case by executing and delivering to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto;

(vii) it shall, promptly upon the reasonable request of the Collateral Agent, execute and deliver to the Collateral Agent any document required to acknowledge, confirm, register, record, or perfect the Collateral Agent's interest in any part of the Intellectual Property, whether now owned or hereafter acquired;

(viii) except with the prior consent of the Collateral Agent or as permitted under the Credit Agreement, each Grantor shall not execute, and there will not be on file in any public office, any financing statement or other document or instruments, except financing statements or other documents or instruments filed or to be filed in favor of the Collateral Agent and each Grantor shall not sell, assign, transfer, license, grant any option, or create or suffer to exist any Lien upon or with respect to the Intellectual Property owned by such Grantor, except for the Lien created by and under this Agreement; the other Credit Documents and Permitted Liens;

(ix) it shall hereafter use commercially reasonable efforts so as not to permit the inclusion in any contract to which it hereafter becomes a party of any provision that could or might in any way materially impair or prevent the creation of a security interest in, or the assignment of, such Grantor's rights and interests in any property included within the definitions of any Intellectual Property acquired under such contracts;

(x) it shall take all commercially reasonable steps to protect the secrecy of all Trade Secrets, including, without limitation, entering into confidentiality agreements with employees and labeling and restricting access to secret information and documents;

(xi) it shall use proper statutory notice in connection with its use of any material Intellectual Property; and

(xii) it shall take such action as such Grantor reasonably deems necessary or advisable in order to continue to collect, at its own expense, all amounts due or to become due to such Grantor in respect of material Intellectual Property or any portion thereof. Notwithstanding the foregoing, the Collateral Agent shall have the right at any time following the occurrence and during the continuance of an Event of Default, to notify, or require any Grantor to notify, any obligors with respect to any such amounts of the existence of the security interest created hereby.

#### 4.8 Commercial Tort Claims.

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date (or in the case of any Additional Grantor, on the date on which it

executes a Counterpart Agreement), that Schedule 4.8 (as such schedule may be amended or supplemented from time to time) sets forth all Commercial Tort Claims of each Grantor in excess of \$100,000 individually or \$500,000 in the aggregate; and

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that with respect to any Commercial Tort Claim in excess of \$1,000,000 individually or \$5,000,000 in the aggregate for all Grantors hereafter arising it shall deliver to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto, identifying such new Commercial Tort Claims.

Section 5. Access; Right of Inspection and Further Assurances; Additional Grantors.

5.1 Access; Right of Inspection. The Collateral Agent shall at all times, but not more than two times per year unless an Event of Default has occurred and is continuing, have full and free access during normal business hours to all the books, correspondence and records of each Grantor, and the Collateral Agent and its representatives may examine the same, take extracts therefrom and make photocopies thereof, and each Grantor agrees to render to the Collateral Agent, at such Grantor's cost and expense, such clerical and other assistance as may be reasonably requested with regard thereto. The Collateral Agent and its representatives shall at all times, but not more than two times per year unless an Event of Default has occurred and is continuing, also have the right to enter any premises of each Grantor and inspect any property of each Grantor where any of the Collateral of such Grantor granted pursuant to this Agreement is located for the purpose of inspecting the same, observing its use or otherwise protecting its interests therein.

5.2 Further Assurances.

(a) Each Grantor agrees that from time to time, at the expense of such Grantor, that it shall promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary, or that the Collateral Agent may deem reasonably necessary or advisable, in order to create and/or maintain the validity, perfection or priority of and protect any security interest granted hereby or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, each Grantor shall:

(i) file such financing or continuation statements, or amendments thereto, and execute and deliver such other agreements, instruments, endorsements, powers of attorney or notices, as may be necessary or desirable, or as the Collateral Agent may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby;

(ii) take all actions necessary to ensure the recordation of appropriate evidence of the liens and security interest granted hereunder in the Intellectual Property with any intellectual property registry in which said Intellectual Property is registered or in which an application for registration is pending including, without limitation, the United States

Patent and Trademark Office, the United States Copyright Office, the various Secretaries of State, and the foreign counterparts on any of the foregoing;

(iii) at any reasonable time, upon reasonable request by the Collateral Agent, use commercially reasonable efforts to assemble the Collateral and allow inspection of the Collateral by the Collateral Agent, or persons designated by the Collateral Agent; and

(iv) at the Collateral Agent's reasonable request, appear in and defend any action or proceeding that may affect such Grantor's title to or the Collateral Agent's security interest in all or any part of the Collateral.

(b) Each Grantor hereby authorizes the Collateral Agent to file a Record or Records, including, without limitation, financing or continuation statements, and amendments thereto, in any jurisdictions and with any filing offices as the Collateral Agent may determine, in its sole discretion, are necessary or advisable to perfect the security interest granted to the Collateral Agent herein. Such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of collateral that describes such property in any other manner as the Collateral Agent may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection of the security interest in the Collateral granted to the Collateral Agent herein, including, without limitation, describing such property as "all assets" or "all personal property, whether now owned or hereafter acquired." Each Grantor shall furnish to the Collateral Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Collateral Agent may reasonably request, all in reasonable detail.

(c) Each Grantor hereby authorizes the Collateral Agent to modify this Agreement after obtaining such Grantor's approval of or signature to such modification by amending Schedule 4.7 (as such schedule may be amended or supplemented from time to time) to include reference to any right, title or interest in any existing Intellectual Property or any Intellectual Property acquired or developed by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property in which any Grantor no longer has or claims any right, title or interest.

5.3 Additional Grantors. From time to time subsequent to the date hereof, additional Persons may become parties hereto as additional Grantors (each, an "**Additional Grantor**"), by executing a Counterpart Agreement. Upon delivery of any such counterpart agreement to the Collateral Agent, notice of which is hereby waived by the Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder, nor by any election of Collateral Agent not to cause any Subsidiary of Company to become an Additional Grantor hereunder. This Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

Section 6. Collateral Agent Appointed Attorney-In-Fact.

6.1 Power of Attorney. Each Grantor hereby irrevocably appoints the Collateral Agent (such appointment being coupled with an interest) as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor, the Collateral Agent or otherwise, from time to time in the Collateral Agent's discretion, following and during the continuance of an Event of Default, to take any action and to execute any instrument that the Collateral Agent may deem reasonably necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, the following:

- (a) upon the occurrence and during the continuance of any Event of Default, to obtain and adjust insurance required to be maintained by such Grantor or paid to the Collateral Agent pursuant to the Credit Agreement;
- (b) upon the occurrence and during the continuance of any Event of Default, to ask for, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;
- (c) upon the occurrence and during the continuance of any Event of Default, to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (b) above;
- (d) upon the occurrence and during the continuance of any Event of Default, to file any claims or take any action or institute any proceedings that the Collateral Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Collateral Agent with respect to any of the Collateral;
- (e) to prepare and file any UCC financing statements against such Grantor as debtor;
- (f) to prepare, sign, and file for recordation in any intellectual property registry, appropriate evidence of the lien and security interest granted herein in the Intellectual Property in the name of such Grantor as debtor;
- (g) to take or cause to be taken all actions necessary to perform or comply or cause performance or compliance with the terms of this Agreement, including, without limitation, upon the occurrence and during the continuance of an Event of Default, access to pay or discharge taxes or Liens (other than Permitted Liens) levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Collateral Agent in its sole discretion, any such payments made by the Collateral Agent to become obligations of such Grantor to the Collateral Agent, due and payable immediately without demand; and
- (h) upon the occurrence and during the continuance of an Event of Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Collateral Agent were the absolute owner thereof for all purposes, and to do, at the Collateral Agent's option and

such Grantor's expense, at any time or from time to time, all acts and things that the Collateral Agent deems reasonably necessary to protect, preserve or realize upon the Collateral and the Collateral Agent's security interest therein in order to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

6.2 No Duty on the Part of Collateral Agent or Secured Parties. The powers conferred on the Collateral Agent hereunder are solely to protect the interests of the Secured Parties in the Collateral and shall not impose any duty upon the Collateral Agent or any Secured Party to exercise any such powers. The Collateral Agent and the Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

## Section 7. Remedies.

### 7.1 Generally.

(a) If any Event of Default shall have occurred and be continuing, the Collateral Agent may exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it at law or in equity, all the rights and remedies of the Collateral Agent on default under the UCC (whether or not the UCC applies to the affected Collateral) to collect, enforce or satisfy any Secured Obligations then owing, whether by acceleration or otherwise, and also may pursue any of the following separately, successively or simultaneously:

(i) require any Grantor to, and each Grantor hereby agrees that it shall at its expense and promptly upon request of the Collateral Agent forthwith, assemble all or part of the Collateral as directed by the Collateral Agent and make it available to the Collateral Agent at a place to be designated by the Collateral Agent that is reasonably convenient to both parties;

(ii) enter onto the property where any Collateral is located and take possession thereof with or without judicial process;

(iii) prior to the disposition of the Collateral, store, process, repair or recondition the Collateral or otherwise prepare the Collateral for disposition in any manner to the extent the Collateral Agent deems appropriate; and

(iv) without notice except as specified below or under the UCC, sell, assign, lease, license (on an exclusive or nonexclusive basis) or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Collateral Agent's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as the Collateral Agent may deem commercially reasonable.

(b) The Collateral Agent or any Secured Party may be the purchaser of any or all of the Collateral at any public or private (to the extent to the portion of the Collateral being

privately sold is of a kind that is customarily sold on a recognized market or the subject of widely distributed standard price quotations) sale in accordance with the UCC and the Collateral Agent, as collateral agent for and representative of the Secured Parties, shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such sale made in accordance with the UCC, to use and apply any of the Secured Obligations as a credit on account of the purchase price for any Collateral payable by the Collateral Agent at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days notice to such Grantor 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. The Collateral Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Collateral 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. Each Grantor agrees that it would not be commercially unreasonable for the Collateral Agent to dispose of the Collateral or any portion thereof by using Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets. Each Grantor hereby waives any claims against the Collateral Agent arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if the Collateral Agent accepts the first offer received and does not offer such Collateral to more than one offeree. If the proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Secured Obligations, Grantors shall be liable for the deficiency and the fees of any attorneys employed by the Collateral Agent to collect such deficiency. Each Grantor further agrees that a breach of any of the covenants contained in this Section will cause irreparable injury to the Collateral Agent, that the Collateral Agent has no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no default has occurred giving rise to the Secured Obligations becoming due and payable prior to their stated maturities. Nothing in this Section shall in any way alter the rights of the Collateral Agent hereunder.

(c) The Collateral Agent may sell the Collateral without giving any warranties as to the Collateral. The Collateral Agent may specifically disclaim or modify any warranties of title or the like. This procedure will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

(d) The Collateral Agent shall have no obligation to marshal any of the Collateral.

7.2 Application of Proceeds. Subject to the terms of the Intercreditor Agreement, except as expressly provided elsewhere in this Agreement, all proceeds received by the Collateral Agent in respect of any sale, any collection from, or other realization upon all or



any part of the Collateral shall be applied in full or in part by the Collateral Agent against, the Secured Obligations in the following order of priority: first, to the payment of all costs and expenses of such sale, collection or other realization, including reasonable compensation to the Collateral Agent and its agents and counsel, and all other expenses, liabilities and advances made or incurred by the Collateral Agent in connection therewith, and all amounts for which the Collateral Agent is entitled to indemnification hereunder (in its capacity as the Collateral Agent and not as a Lender) and all advances made by the Collateral Agent hereunder for the account of the applicable Grantor, and to the payment of all costs and expenses paid or incurred by the Collateral Agent in connection with the exercise of any right or remedy hereunder or under the Credit Agreement, all in accordance with the terms hereof or thereof; second, to the extent of any excess of such proceeds, to the payment of all other Secured Obligations for the ratable benefit of the Lenders and the Lender Counterparties; and third, to the extent of any excess of such proceeds, to the payment to or upon the order of such Grantor or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

7.3 Sales on Credit. If Collateral Agent sells any of the Collateral upon credit, Grantor will be credited only with payments actually made by purchaser and received by Collateral Agent and applied to indebtedness of the purchaser. In the event the purchaser fails to pay for the Collateral, Collateral Agent may resell the Collateral and Grantor shall be credited with proceeds of the sale.

7.4 Deposit Accounts.

If any Event of Default shall have occurred and be continuing, the Collateral Agent may apply the balance from any Deposit Account subject to a Deposit Account Control Agreement or instruct the bank at which any such Deposit Account to or for the benefit of the Collateral Agent.

7.5 Investment Related Property.

Each Grantor recognizes that, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws, the Collateral Agent may be compelled, with respect to any sale of all or any part of the Investment Related Property conducted without prior registration or qualification of such Investment Related Property under the Securities Act and/or such state securities laws, to limit purchasers to those who will agree, among other things, to acquire the Investment Related Property for their own account, for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges that any such private sale may be at prices and on terms less favorable than those obtainable through a public sale without such restrictions (including a public offering made pursuant to a registration statement under the Securities Act) and, notwithstanding such circumstances, each Grantor agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner and that the Collateral Agent shall have no obligation to engage in public sales and no obligation to delay the sale of any Investment Related Property for the period of time necessary to permit the issuer thereof to register it for a form of public sale requiring registration under the Securities Act or under applicable state securities laws, even if such issuer would, or should, agree to so register it. If the Collateral Agent determines to exercise its right to sell any or all of the Investment Related Property, upon written request, each Grantor shall and shall cause each issuer of any Pledged

Stock to be sold hereunder, each partnership and each limited liability company from time to time to furnish to the Collateral Agent all such information as the Collateral Agent may request in order to determine the number and nature of interest, shares or other instruments included in the Investment Related Property which may be sold by the Collateral Agent in exempt transactions under the Securities Act and the rules and regulations of the Securities and Exchange Commission thereunder, as the same are from time to time in effect.

7.6 Intellectual Property.

(a) Anything contained herein to the contrary notwithstanding, upon the occurrence and during the continuance of an Event of Default:

(i) the Collateral Agent shall have the right (but not the obligation) to bring suit or otherwise commence any action or proceeding in the name of any Grantor, the Collateral Agent or otherwise, in the Collateral Agent's sole discretion, to enforce any Intellectual Property owned by a Grantor, in which event such Grantor shall, at the request of the Collateral Agent, do any and all lawful acts and execute any and all documents required by the Collateral Agent in aid of such enforcement and such Grantor shall promptly, upon demand, reimburse and indemnify the Collateral Agent as provided in Section 10 hereof in connection with the exercise of its rights under this Section, and, to the extent that the Collateral Agent shall elect not to bring suit to enforce any Intellectual Property as provided in this Section, each Grantor agrees to use all commercially reasonable efforts, whether by action, suit, proceeding or otherwise, to stop the infringement or other violation of any of such Grantor's rights in the Intellectual Property owned by such Grantor by others and for that purpose agrees to diligently maintain any action, suit or proceeding against any Person so infringing as shall be reasonably necessary to stop such infringement or violation;

(ii) upon written demand from the Collateral Agent, each Grantor shall grant, assign, convey or otherwise transfer to the Collateral Agent or such Collateral Agent's designee all of such Grantor's right, title and interest in and to the Intellectual Property and shall execute and deliver to the Collateral Agent such documents as are necessary or appropriate to carry out the intent and purposes of this Agreement;

(iii) each Grantor agrees that such an assignment and/or recording shall be applied to reduce the Secured Obligations outstanding only to the extent that the Collateral Agent (or any Secured Party) receives cash proceeds in respect of the sale of, or other realization upon, such Intellectual Property;

(iv) within five (5) Business Days after written notice from the Collateral Agent, each Grantor shall make available to the Collateral Agent, to the extent within such Grantor's power and authority, such personnel in such Grantor's employ on the date of such Event of Default as the Collateral Agent may reasonably designate, by name, title or job responsibility, to permit such Grantor to continue, directly or indirectly, to produce, advertise and sell the products and services sold or delivered by such Grantor under or in connection with the Trademarks, Trademark Licenses, such persons to be available to perform their prior functions on the Collateral Agent's behalf and to be

compensated by the Collateral Agent at such Grantor's expense on a per diem, pro rata basis consistent with the salary and benefit structure applicable to each as of the date of such Event of Default; and

(v) the Collateral Agent shall have the right to notify, or require each Grantor to notify, any obligors with respect to amounts due or to become due to such Grantor in respect of the Intellectual Property owned by such Grantor, of the existence of the security interest created herein, to direct such obligors to make payment of all such amounts directly to the Collateral Agent, and, upon such notification and at the expense of such Grantor, to enforce collection of any such amounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done;

(1) all amounts and proceeds (including checks and other instruments) received by Grantor in respect of amounts due to such Grantor in respect of the Collateral or any portion thereof shall be received in trust for the benefit of the Collateral Agent hereunder, shall be segregated from other funds of such Grantor and shall be forthwith paid over or delivered to the Collateral Agent in the same form as so received (with any necessary endorsement) to be held as cash Collateral and applied as provided by Section 7.7 hereof; and

(2) Grantor shall not adjust, settle or compromise the amount or payment of any such amount or release wholly or partly any obligor with respect thereto or allow any credit or discount thereon.

(b) If (i) an Event of Default shall have occurred and, by reason of cure, waiver, modification, amendment or otherwise, no longer be continuing, (ii) no other Event of Default shall have occurred and be continuing, (iii) an assignment or other transfer to the Collateral Agent of any rights, title and interests in and to the Intellectual Property owned by a Grantor shall have been previously made and shall have become absolute and effective, and (iv) the Secured Obligations shall not have become immediately due and payable, upon the written request of any Grantor, the Collateral Agent shall promptly execute and deliver to such Grantor, at such Grantor's sole cost and expense, such assignments or other transfer as may be legally necessary to reassign to such Grantor any such rights, title and interests as may have been assigned to the Collateral Agent as aforesaid without representation or warranty, subject to any disposition thereof that may have been made by the Collateral Agent; provided, after giving effect to such reassignment, the Collateral Agent's security interest granted pursuant hereto, as well as all other rights and remedies of the Collateral Agent granted hereunder, shall continue to be in full force and effect; and provided further, the rights, title and interests so reassigned shall be free and clear of any other Liens granted by or on behalf of the Collateral Agent and the Secured Parties.

(c) Solely for the purpose of enabling the Collateral Agent to exercise rights and remedies under this Section 7 and at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent, to the extent it has the right to do so, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to such Grantor), subject, in the case of Trademarks

owned by a Grantor, to sufficient rights to quality control and inspection in favor of such Grantor to avoid the risk of invalidation of said Trademarks, to use, operate under, license, or sublicense any Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located.

7.7 Cash Proceeds. In addition to the rights of the Collateral Agent specified in Section 4.3 with respect to payments of Receivables, all proceeds of any Collateral received by any Grantor consisting of cash, checks and other cash equivalents (collectively, “**Cash Proceeds**”) when an Event of Default is continuing shall be held by such Grantor in trust for the Collateral Agent, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, unless otherwise provided pursuant to Section 4.4.1(a)(ii), be turned over to the Collateral Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the Collateral Agent, if required) and held by the Collateral Agent in the Collateral Account. Any Cash Proceeds received by the Collateral Agent (whether from a Grantor or otherwise): (i) if no Event of Default shall have occurred and be continuing, shall be held by the Collateral Agent in accordance with this agreement for the ratable benefit of the Secured Parties, as collateral security for the Secured Obligations (whether matured or unmatured) and (ii) if an Event of Default shall have occurred and be continuing, may, in the sole discretion of the Collateral Agent, (A) be held by the Collateral Agent for the ratable benefit of the Secured Parties, as collateral security for the Secured Obligations (whether matured or unmatured) and/or (B) then or at any time thereafter may be applied by the Collateral Agent against the Secured Obligations then due and owing.

#### Section 8. Collateral Agent.

The Collateral Agent has been appointed to act as Collateral Agent hereunder by Lenders and, by their acceptance of the benefits hereof, the other Secured Parties. The Collateral Agent shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of Collateral), solely in accordance with this Agreement and the Credit Agreement; provided, the Collateral Agent shall, after payment in full of all Obligations under the Credit Agreement and the other Credit Documents, exercise, or refrain from exercising, any remedies provided for herein in accordance with the instructions of the holders of a majority of the aggregate notional amount (or, with respect to any Hedge Agreement that has been terminated in accordance with its terms, the amount then due and payable (exclusive of expenses and similar payments but including any early termination payments then due) under such Hedge Agreement) under all Hedge Agreements. In furtherance of the foregoing provisions of this Section, each Secured Party, by its acceptance of the benefits hereof, agrees that it shall have no right individually to realize upon any of the Collateral hereunder, it being understood and agreed by such Secured Party that all rights and remedies hereunder may be exercised solely by the Collateral Agent for the benefit of Secured Parties in accordance with the terms of this Section and the Credit Agreement. The Collateral Agent may resign or be removed in accord with Section 9.7 of the Credit Agreement. The rights of Collateral Agent set forth in Section 9 and Section 10 of the Credit Agreement shall apply to Collateral Agent’s performance under and exercise of rights and remedies under this Agreement.

Section 9. Continuing Security Interest; Transfer of Loans.

This Agreement shall create a continuing security interest in the Collateral and shall remain in full force and effect until the payment in full of all Secured Obligations (other than contingent indemnity obligations for which no claim has been made), the cancellation or termination of the Commitments, be binding upon each Grantor, its successors and assigns, and inure, together with the rights and remedies of the Collateral Agent hereunder, to the benefit of the Collateral Agent and its successors, transferees and assigns. Without limiting the generality of the foregoing, but subject to the terms of the Credit Agreement, any Lender may assign or otherwise transfer any Loans held by it to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to Lenders herein or otherwise. Upon the payment in full of all Secured Obligations (other than contingent indemnity obligations for which no claim has been made), the cancellation or termination or cash collateralization of the Commitments, the security interest granted hereby shall automatically terminate hereunder and of record and all rights to the Collateral shall revert to Grantors. Upon any such termination the Collateral Agent shall, at Grantors' expense, execute and deliver to Grantors or otherwise authorize the filing of such documents as Grantors shall reasonably request, including financing statement amendments to evidence such termination. Upon any disposition of property permitted by the Credit Agreement, the Liens granted herein shall be deemed to be automatically released and such property shall automatically revert to the applicable Grantor with no further action on the part of any Person. The Collateral Agent shall, at Grantor's expense, execute and deliver or otherwise authorize the filing of such documents as Grantors shall reasonably request, in form and substance reasonably satisfactory to the Collateral Agent, including financing statement amendments to evidence such release. In addition, if all of the Equity Interests of any Grantor shall be sold or otherwise disposed of, or all or substantially all of the assets of such Grantor shall be sold, in a transaction permitted under the Credit Agreement, such Grantor shall be released from its obligations under this Agreement, and the Collateral Agent shall, at Grantor's expense, execute and deliver or otherwise authorize the filing of such documents as Grantors shall reasonably request, including financing statement amendments to evidence such release.

Section 10. Standard of Care; Collateral Agent May Perform.

The powers conferred on the Collateral Agent hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Collateral Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. The Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Collateral Agent accords its own property. Neither the Collateral Agent nor any of its directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or otherwise. If any Grantor fails to perform any agreement contained herein, the Collateral Agent may during the continuance of an Event of Default itself perform, or cause performance of, such agreement, and the expenses of

the Collateral Agent incurred in connection therewith shall be payable by each Grantor under Section 10.2 of the Credit Agreement.

#### Section 11. Foreign Security Documents.

Notwithstanding anything to the contrary herein, (i) the provisions of any pledge agreement, security agreement, mortgage, assignment or any similar agreement, instrument or document entered into between the Collateral Agent and any Specified Foreign Grantor (the “**Foreign Security Documents**”) shall govern and control the perfection and priority of any security interest in any Specified Foreign Assets, including with respect to the method of perfection thereof and the representations, warranties and covenants relating to such perfection and priority, in lieu of the representations, warranties and covenants herein relating to such Specified Foreign Assets (other than any aggregate dollar “baskets” set forth herein with respect to assets of the Grantors, which shall be applicable to all assets of the Grantors, including Specified Foreign Assets, unless otherwise specified in any Foreign Security Document) and (ii) no Grantor shall be required to perform any action that is illegal or that may violate the laws of its jurisdiction of organization.

#### Section 12. Miscellaneous.

Any notice required or permitted to be given under this Agreement shall be given in accordance with Section 10.1 of the Credit Agreement. No failure or delay on the part of the Collateral Agent in the exercise of any power, right or privilege hereunder or under any other Credit Document shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Agreement and the other Credit Documents are cumulative to, and not exclusive of, any rights or remedies otherwise available. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or would otherwise be within the limitations of, another covenant shall not avoid the occurrence of a Default or an Event of Default if such action is taken or condition exists. This Agreement shall be binding upon and inure to the benefit of the Collateral Agent and Grantors and their respective successors and assigns. No Grantor shall, without the prior written consent of the Collateral Agent given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder. This Agreement and the other Credit Documents embody the entire agreement and understanding between Grantors and the Collateral Agent and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Credit Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple

separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission or electronic transmission (in pdf format) will be effective as delivery of a manually executed counterpart hereof.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAWS).

*(Signature page follows)*

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

GLOBAL CROSSING LIMITED

By:  \_\_\_\_\_

Name:

Title:

*Signature Page to the Pledge and Security Agreement*

**TRADEMARK**  
**REEL: 003737 FRAME: 0052**



GOLDMAN SACHS CREDIT PARTNERS  
L.P.,  
as the Collateral Agent

By: 


Name:

Title: **BRUCE H. MENDELSON  
AUTHORIZED SIGNATORY**


*Signature Page to the Pledge and Security Agreement*

**TRADEMARK  
REEL: 003737 FRAME: 0053**

GLOBAL CROSSING HOLDINGS LIMITED


By:   
Name: \_\_\_\_\_  
Title:

BUSINESS TELEMAGEMENT, INC.

By:   
Name:  
Title:



GLOBAL CROSSING NORTH AMERICA  
INC.

By:  \_\_\_\_\_

Name:

Title:


GC MART LLC

By:  \_\_\_\_\_

Name:

Title:

GLOBAL CROSSING BILLING, INC.

By: 

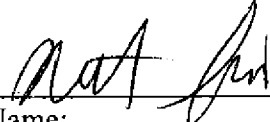
Name:

Title:

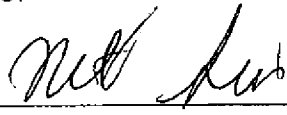




GLOBAL CROSSING EMPLOYEE  
SERVICES INC.

By:   
Name:  
Title:

GLOBAL CROSSING LOCAL SERVICES,  
INC.

By: 

Name:

Title:

*Signature Page to the Pledge and Security Agreement*

**TRADEMARK**  
**REEL: 003737 FRAME: 0062**

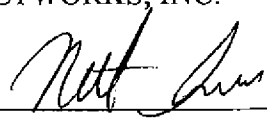
GLOBAL CROSSING NORTH AMERICAN  
HOLDINGS, INC.

By: Mitt Finn

Name:

Title:

GLOBAL CROSSING NORTH AMERICAN  
NETWORKS, INC.

By: 

Name:

Title:

GLOBAL CROSSING  
TELECOMMUNICATIONS, INC.

By:  \_\_\_\_\_

Name:

Title:

ALC COMMUNICATIONS CORPORATION

By: 

Name:

Title:

BUDGET CALL LONG DISTANCE, INC.

By: Mitt Ford

Name:

Title:

EQUAL ACCESS NETWORKS, LLC

By:  \_\_\_\_\_

Name:

Title:

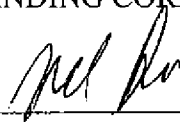









GT LANDING CORP.

By: 

Name:

Title:


GT LANDING II CORP.

By:  \_\_\_\_\_

Name:

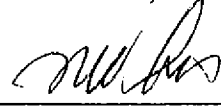
Title:

MAC LANDING CORP.

By:   
Name:  
Title:



US CROSSING, INC.

By:  \_\_\_\_\_

Name:

Title:




GLOBAL CROSSING GOVERNMENT  
MARKETS USA, INC.

By:  \_\_\_\_\_


Name:

Title:


GLOBAL CROSSING HOLDINGS USA, LLC

By:  \_\_\_\_\_  
Name:  
Title:

GLOBAL CROSSING INTERNET DIAL-UP,  
INC.

By:   
Name:  
Title:

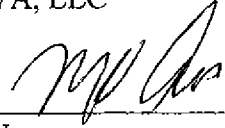
GLOBAL CROSSING LATIN AMERICA &  
CARIBBEAN CO.

By:   
Name: \_\_\_\_\_  
Title:

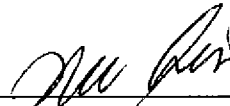
GLOBAL CROSSING TELEMAGEMENT,  
INC.

By:  \_\_\_\_\_  
Name:  
Title:

GLOBAL CROSSING TELEMAGEMENT  
VA, LLC

By:  \_\_\_\_\_  
Name:  
Title:

OLD INTER EXCHANGE NETWORK, INC.

By:   
Name:  
Title:

SCHEDULE 4.1  
to Pledge and Security Agreement

GENERAL INFORMATION

(A) Full Legal Name, Type of Organization, Jurisdiction of Organization, Chief Executive Office/Principal Place of Business and Organizational Identification Number of each Grantor:

| <u>Full Legal Name</u>           | <u>Type of Organization</u>              | <u>Jurisdiction of Organization</u> | <u>Chief Executive Office/Sole Place of Business</u>       | <u>Organization I.D.#</u> |
|----------------------------------|--|-------------------------------------|--|---------------------------|
| Global Crossing Limited          | Publicly-traded Bermuda Exempted Company | Bermuda                             | 200 Park Avenue, Suite 300, Florham Park, NJ 07932, USA    | 98-0407042<br>EC-32581    |
| Global Crossing Holdings Limited | Bermuda Exempted Company                 | Bermuda                             | Wessex House, 45 Reid Street, Hamilton HM 12, Bermuda      | 98-0407045<br>EC-34142    |
| ALC Communications Corporation   | Corporation                              | Delaware                            | 1080 Pittsford Victor Road, Pittsford, NY 14534, USA       | 38-2643582                |
| Budget Call Long Distance, Inc.  | Corporation                              | Delaware                            | 1080 Pittsford Victor Road, Pittsford, NY 14534, USA       | 47-0755311                |
| Business Telemanagement, Inc.    | Corporation                              | California                          | 1080 Pittsford Victor Road, Pittsford, New York 14534, USA | 33-0356693                |
| Equal Access Networks, LLC       | Limited Liability Company                | Delaware                            | 1080 Pittsford Victor Road, Pittsford, NY 14534, USA       | 04-3506429                |
| GC Mart LLC                      | Limited Liability Company                | Michigan                            | 1080 Pittsford Victor Road, Pittsford, NY 14534, USA       | 16-1605706                |



|   |                                 |            |  |            |
|---|---------------------------------|------------|--|------------|
| Global Crossing<br>Advanced Card<br>Services, Inc.  | Corporation                     | Iowa       | 1080 Pittsford<br>Victor Road,<br>Pittsford, NY<br>14534, USA          | 42-1362557 |
| Global Crossing<br>Bandwidth, Inc.                  | Corporation                     | California | 1080 Pittsford<br>Victor Road,<br>Pittsford, New<br>York 14534,<br>USA | 77-0228804 |
| Global Crossing<br>Billing, Inc.                    | Corporation                     | Michigan   | 1080 Pittsford<br>Victor Road,<br>Pittsford, NY<br>14534, USA          | 16-1554356 |
| Global Crossing<br>Development Co.                  | Corporation                     | Delaware   | 1080 Pittsford<br>Victor Road,<br>Pittsford, NY<br>14534, USA          | 95-4670902 |
| Global Crossing<br>Employee Services<br>Inc.        | Corporation                     | Delaware   | 1080 Pittsford<br>Victor Road,<br>Pittsford, NY<br>14534, USA          | 94-3328185 |
| Global Crossing<br>Government Markets<br>USA, Inc.  | Corporation                     | Virginia   | 1080 Pittsford<br>Victor Road,<br>Pittsford, New<br>York 14534,<br>USA | 52-2350032 |
| Global Crossing<br>Holdings USA, LLC                | Limited<br>Liability<br>Company | Delaware   | 1080 Pittsford<br>Victor Road,<br>Pittsford, NY<br>14534, USA          | 95-4670978 |
| Global Crossing<br>Internet Dial-Up, Inc.           | Corporation                     | Delaware   | 1080 Pittsford<br>Victor Road,<br>Pittsford, NY<br>14534, USA          | 06-1580676 |
| Global Crossing Latin<br>America & Caribbean<br>Co. | Corporation                     | Delaware   | 1080 Pittsford<br>Victor Road,<br>Pittsford, NY<br>14534, USA          | 52-2209275 |

|   |                           |           |  |            |
|---|---------------------------|-----------|--|------------|
| Global Crossing Local Services, Inc.          | Corporation               | Michigan  | 1080 Pittsford Victor Road, Pittsford, NY 14534, USA | 38-3273802 |
| Global Crossing North America, Inc.           | Corporation               | New York  | 1080 Pittsford Victor Road, Pittsford, NY 14534, USA | 16-0613330 |
| Global Crossing North American Holdings, Inc. | Corporation               | Delaware  | 1080 Pittsford Victor Road, Pittsford, NY 14534, USA | 52-2288471 |
| Global Crossing North American Networks, Inc. | Corporation               | Delaware  | 1080 Pittsford Victor Road, Pittsford, NY 14534, USA | 16-1194420 |
| Global Crossing Telecommunications, Inc.      | Corporation               | Michigan  | 1080 Pittsford Victor Road, Pittsford, NY 14534, USA | 36-3098226 |
| Global Crossing Telemanagement VA, LLC        | Limited Liability Company | Virginia  | 1080 Pittsford Victor Road, Pittsford, NY 14534, USA | 16-1543620 |
| Global Crossing Telemanagement, Inc.          | Corporation               | Wisconsin | 1080 Pittsford Victor Road, Pittsford, NY 14534, USA | 39-1423549 |
| Global Crossing USA Inc.                      | Corporation               | Delaware  | 1080 Pittsford Victor Road, Pittsford, NY 14534, USA | 52-2160333 |
| Global Crossing Ventures, Inc.                | Corporation               | Delaware  | 1080 Pittsford Victor Road, Pittsford, NY 14534, USA | 91-1963335 |
| GT Landing Corp.                              | Corporation               | Delaware  | 1080 Pittsford Victor Road, Pittsford, NY 14534, USA | 95-4651428 |

|                                     |             |          |   |            |
|-------------------------------------|-------------|----------|---|------------|
| GT Landing II Corp.                 | Corporation | Delaware | 1080 Pittsford<br>Victor Road,<br>Pittsford, NY<br>14534, USA |            |
| MAC Landing Corp.                   | Corporation | Delaware | 1080 Pittsford<br>Victor Road,<br>Pittsford, NY<br>14534, USA | 22-3625095 |
| Old Inter Exchange<br>Network, Inc. | Corporation | Delaware | 1080 Pittsford<br>Victor Road,<br>Pittsford, NY<br>14534, USA |            |
| PAC Landing Corp.                   | Corporation | Delaware | 1080 Pittsford<br>Victor Road,<br>Pittsford, NY<br>14534, USA | 51-0388205 |
| US Crossing, Inc.                   | Corporation | Delaware | 1080 Pittsford<br>Victor Road,<br>Pittsford, NY<br>14534, USA | 51-0389076 |

(B) Other Names (including any Trade-Name or Fictitious Business Name) under which each Grantor has conducted business for the past five (5) years:

| <u>Full Legal Name</u>              | <u>Trade Name or Fictitious Business Name</u>  |
|-------------------------------------|--|
| Global Crossing Limited             | n/a  |
| Global Crossing Holdings<br>Limited | n/a  |
| ALC Communications<br>Corporation   | Global Crossing GlobalCenter Holdings,<br>Inc. |
| Budget Call Long<br>Distance, Inc.  | n/a  |
| Business<br>Telemanagement, Inc.    | n/a  |
| Equal Access Networks,<br>LLC       | n/a  |
| GC Mart LLC                         | n/a  |

|  |  |
|--|--|
| Global Crossing<br>Advanced Card Services,<br>Inc. | Link USA Corporation                       |
| Global Crossing<br>Bandwidth, Inc.                 | n/a  |
| Global Crossing Billing,<br>Inc.                   | n/a  |
| Global Crossing<br>Development Co.                 | n/a  |
| Global Crossing<br>Employee Services Inc.          | n/a  |
| Global Crossing<br>Government Markets<br>USA, Inc. | n/a  |
| Global Crossing Holdings<br>USA, LLC               | GC Dev Co., Inc.; GC Pacific Landing Corp. |
| Global Crossing Internet<br>Dial-Up, Inc.          | n/a  |
| Global Crossing Latin<br>America & Caribbean Co.   | n/a  |
| Global Crossing Local<br>Services, Inc.            | n/a  |
| Global Crossing North<br>America, Inc.             | n/a  |
| Global Crossing North<br>American Holdings, Inc.   | n/a  |
| Global Crossing North<br>American Networks, Inc.   | n/a  |
| Global Crossing<br>Telecommunications, Inc.        | n/a  |
| Global Crossing<br>Telemangement VA,<br>LLC        | Frontier Telemangement LLC                 |
| Global Crossing<br>Telemangement, Inc.             | n/a  |

|                                  |                               |
|----------------------------------|-------------------------------|
| Global Crossing USA Inc.         | n/a                           |
| Global Crossing Ventures, Inc.   | Metacloring Investco II, Inc. |
| GT Landing Corp.                 | n/a                           |
| GT Landing II Corp.              | n/a                           |
| MAC Landing Corp.                | n/a                           |
| Old Inter Exchange Network, Inc. | IXNET, Inc.                   |
| PAC Landing Corp.                | n/a                           |
| US Crossing, Inc.                | n/a                           |

(C) Changes in Name, Jurisdiction of Organization, Chief Executive Office or Principal Place of Business and Corporate Structure since December 9, 2003:

| <u>Name of Grantor</u>                       | <u>Date of Change</u> | <u>Description of Change</u>                      |
|--|-----------------------|---|
| Global Crossing Limited                      | n/a                   | n/a   |
| Global Crossing Holdings Limited             | n/a                   | n/a   |
| Budget Call Long Distance, Inc.              | n/a                   | n/a   |
| Business Telemanagement, Inc.                | n/a                   | n/a   |
| Equal Access Networks, LLC                   | January 28, 2003      | Change of Location of Registered Office and Agent |
| GC Mart LLC                                  | January 28, 2003      | Change of Location of Registered Office and Agent |
| Global Crossing Advanced Card Services, Inc. | n/a                   | n/a   |

|   |                   |   |
|---|-------------------|---|
| Global Crossing Bandwidth, Inc.               | n/a               | n/a   |
| Global Crossing Billing, Inc.                 | n/a               | n/a   |
| Global Crossing Development Co.               | February 18, 2003 | Change of Location of Registered Office and Agent |
| Global Crossing Employee Services Inc.        | January 28, 2003  | Change of Location of Registered Office and Agent |
| Global Crossing Government Markets USA, Inc.  | n/a               | n/a   |
| Global Crossing Internet Dial-Up, Inc.        | n/a               | n/a   |
| Global Crossing Latin America & Caribbean Co. | n/a               | n/a   |
| Global Crossing Local Services, Inc.          | n/a               | n/a   |
| Global Crossing North America, Inc.           | n/a               | n/a   |
| Global Crossing North American Holdings, Inc. | n/a               | n/a   |
| Global Crossing North American Networks, Inc. | n/a               | n/a   |
| Global Crossing Telecommunications, Inc.      | n/a               | n/a   |
| Global Crossing Telemanagement, Inc.          | n/a               | n/a   |
| Global Crossing USA Inc.                      | January 30, 2003  | Change of Location of Registered Office and Agent |
| Global Crossing Ventures, Inc.                | December 29, 2006 | Merger with Metacloring                           |

|                                  |                  |   |
|----------------------------------|------------------|---|
|                                  |                  | Investco II, inc.                                 |
| GT Landing Corp.                 | January 30, 2003 | Change of Location of Registered Office and Agent |
| GT Landing II Corp.              | January 28, 2003 | Change of Location of Registered Office and Agent |
| MAC Landing Corp.                | January 28, 2003 | Change of Location of Registered Office and Agent |
| Old Inter Exchange Network, Inc. | January 26, 2006 | Change of Name from IXNET, Inc.                   |
| PAC Landing Corp.                | January 28, 2003 | Change of Location of Registered Office and Agent |
| US Crossing, Inc.                | January 30, 2003 | Change of Location of Registered Office and Agent |

(D) Agreements pursuant to which any Grantor is found as debtor within past five (5) years:

None.

(E) Financing Statements:

| <u>Name of Grantor</u>           | <u>Filing Jurisdiction</u> |
|----------------------------------|----------------------------|
| Global Crossing Limited          | DC                         |
| Global Crossing Holdings Limited | DC                         |
| ALC Communications Corporation   | Delaware                   |
| Budget Call Long Distance, Inc.  | Delaware                   |
| Business Telemanagement, Inc.    | California                 |
| Equal Access Networks, LLC       | Delaware                   |
| GC Mart LLC                      | Michigan                   |

|   |            |
|---|------------|
| Global Crossing Advanced Card Services, Inc.  | Iowa       |
| Global Crossing Bandwidth, Inc.               | California |
| Global Crossing Billing, Inc.                 | Michigan   |
| Global Crossing Development Co.               | Delaware   |
| Global Crossing Employee Services Inc.        | Delaware   |
| Global Crossing Government Markets USA, Inc.  | Virginia   |
| Global Crossing Holdings USA, LLC             | Delaware   |
| Global Crossing Internet Dial-Up, Inc.        | Delaware   |
| Global Crossing Latin America & Caribbean Co. | Delaware   |
| Global Crossing Local Services, Inc.          | Michigan   |
| Global Crossing North America, Inc.           | New York   |
| Global Crossing North American Holdings, Inc. | Delaware   |
| Global Crossing North American Networks, Inc. | Delaware   |
| Global Crossing Telecommunications, Inc.      | Michigan   |
| Global Crossing Telemanagement VA, LLC        | Virginia   |
| Global Crossing Telemanagement, Inc.          | Wisconsin  |
| Global Crossing USA Inc.                      | Delaware   |
| Global Crossing Ventures, Inc.                | Delaware   |
| GT Landing Corp.                              | Delaware   |
| GT Landing II Corp.                           | Delaware   |
| MAC Landing Corp.                             | Delaware   |
| Old Inter Exchange Network, Inc.              | Delaware   |
| PAC Landing Corp.                             | Delaware   |
| US Crossing, Inc.                             | Delaware   |



**Equipment and Inventory Locations**

See attached chart and below.

Wessex House, 45 Reid Street, Hamilton HM 12, Bermuda

**Schedule 4.2 to Pledge and Security Agreement: Equipment and Inventory Locations**

| <u>CoCd</u> | <u>Location</u> | <u>Street Address</u>          | <u>City</u>   | <u>Crcty</u> | <u>Current APC</u> | <u>Accumul. dep.</u> | <u>Curr.bk.val.</u> |
|-------------|-----------------|--------------------------------|---------------|--------------|--------------------|----------------------|---------------------|
| 2001        | USCO023603      | 12110 NORTH PECOS STREET       | WESTMINSTER   | USD          | -                  | -                    | -                   |
| 2001        | USMI052001      | 30300 TELEGRAPH ROAD           | BINGHAM FARMS | USD          | -                  | -                    | -                   |
| 2001        | USNJ065201      | CT-IT NETWORK ENG., JERSEY CIT | JERSEY CITY   | USD          | 302.44             | (302.44)             | -                   |
| 2001        | USNJ065401      | 7 GIRALDA FARMS                | MADISON       | USD          | -                  | -                    | -                   |
| 2001        | USNY074782      | 88 PINE STREET                 | NEW YORK      | USD          | 61,226.50          | (15,587.27)          | 45,639.23           |
| 2001        | USNY075101      | 1120 PITTSFORD-VICTOR ROAD     | PITTSFORD     | USD          | 5,337.04           | (2,943.91)           | 2,393.13            |
| 2001        | USNY075101      | 1120 PITTSFORD-VICTOR ROAD     | PITTSFORD     | USD          | 198,384.88         | (82,071.63)          | 116,313.25          |
| 2001        | USNY075101      | 1120 PITTSFORD-VICTOR ROAD     | PITTSFORD     | USD          | 202,377.50         | (202,377.50)         | -                   |
| 2001        | USNY075102      | 1080 PITTSFORD-VICTOR ROAD     | PITTSFORD     | USD          | 22,897.24          | (9,231.25)           | 13,665.99           |
| 2001        | USNY075102      | 1080 PITTSFORD-VICTOR ROAD     | PITTSFORD     | USD          | 17,357.39          | -                    | -                   |
| 2001        | USNY075702      | 1 CITY CENTER                  | ROCHESTER     | USD          | 8,630.72           | (5,712.83)           | 2,917.89            |
| 2001        | USNY075702      | 1 CITY CENTER                  | ROCHESTER     | USD          | 22,388.24          | (8,935.61)           | 13,452.63           |
| 2001        | USNY075707      | 175 SULLY'S TRAIL              | ROCHESTER     | USD          | 13,136.04          | (10,868.73)          | 2,267.31            |
| 2001        | USNY075708      | 180 SOUTH CLINTON              | ROCHESTER     | USD          | -                  | -                    | -                   |
| 2001        | USNY075708      | 180 SOUTH CLINTON              | ROCHESTER     | USD          | -                  | -                    | -                   |
| 2001        | USNY075708      | 180 SOUTH CLINTON              | ROCHESTER     | USD          | -                  | -                    | -                   |
| 2001        | USNY075711      | 2060 BRIGHTON-HENRIETTA TL RD  | ROCHESTER     | USD          | -                  | -                    | -                   |
| 2001        | USNY075711      | 2060 BRIGHTON-HENRIETTA TL RD  | ROCHESTER     | USD          | -                  | -                    | -                   |
| 2001        | USNY075711      | 2060 BRIGHTON-HENRIETTA TL RD  | ROCHESTER     | USD          | -                  | -                    | -                   |
| 2001        | USNY075719      | 435 WEST COMMERCIAL STREET     | ROCHESTER     | USD          | 82,205.80          | (20,306.33)          | 61,899.47           |
| 2001        | USNY075724      | AIRPORT WAY                    | ROCHESTER     | USD          | -                  | -                    | -                   |
| 2001        | USNY075724      | AIRPORT WAY                    | ROCHESTER     | USD          | -                  | -                    | -                   |
| 2001        | USNY075724      | AIRPORT WAY                    | ROCHESTER     | USD          | -                  | -                    | -                   |
| 2001        | USNY075726      | NY FCR CUSTOM WORK             | ROCHESTER     | USD          | 20,018.48          | (11,042.16)          | 8,976.32            |
| 2001        | USNY075726      | NY FCR CUSTOM WORK             | ROCHESTER     | USD          | 792.99             | (656.13)             | 136.86              |
| 2001 Total  |                 |                                |               |              | 655,055.26         | (387,393.18)         | 267,662.08          |
| 2004        | US-111 8TH      | New York, NY                   | NEW YORK      | USD          | 133,149.19         | (62,952.19)          | 70,197.00           |
| 2004        | US-111 8TH      | New York, NY                   | NEW YORK      | USD          | 112,406.16         | (46,883.16)          | 65,523.00           |
| 2004        | US-111 8TH      | New York, NY                   | NEW YORK      | USD          | 908,731.64         | (132,202.84)         | 776,529.00          |
| 2004        | US-BRKHVN       | Brookhaven, NY                 | NEW YORK      | USD          | -                  | -                    | -                   |
| 2004        | US-BRKHVN       | Brookhaven, NY                 | NEW YORK      | USD          | 240,350.88         | (132,383.88)         | 107,967.00          |
| 2004        | US-GR BCH       | Grover Beach, CA               | GROVER BEACH  | USD          | 15,232.86          | (15,232.86)          | -                   |
| 2004        | US-GR BCH       | Grover Beach, CA               | GROVER BEACH  | USD          | 37,077.07          | -                    | 19,220.00           |
| 2004        | US-HRB PT       | Harbor Pointe, WA              | HARBOR POINTE | USD          | -                  | -                    | -                   |
| 2004        | US-HUDSON       | New York, NY                   | NEW YORK      | USD          | 1,888,431.67       | (971,609.67)         | 916,822.00          |
| 2004        | US-HUDSON       | New York, NY                   | NEW YORK      | USD          | 899,248.84         | (375,074.84)         | 524,174.00          |
| 2004        | US-HWOOD        | Hollywood, FL                  | HOLLYWOOD     | USD          | -                  | -                    | -                   |
| 2004        | US-MIAMI        | Miami, FL                      | MIAMI         | USD          | 2,490,018.87       | (1,265,416.87)       | 1,224,602.00        |
| 2004        | US-MIAMI        | Miami, FL                      | MIAMI         | USD          | 226,833.10         | (107,247.10)         | 119,586.00          |
| 2004        | US-MIAMI        | Miami, FL                      | MIAMI         | USD          | 79,852.63          | (29,364.63)          | 50,488.00           |
| 2004        | US-MIAMI        | Miami, FL                      | MIAMI         | USD          | -                  | -                    | -                   |
| 2004        | US-NYC          | New York, NY                   | NEW YORK      | USD          | 13,794.40          | (5,073.40)           | 8,721.00            |
| 2004        | US-SEATTLE      | Seattle, WA                    | SEATTLE       | USD          | 159,336.42         | (75,334.42)          | 84,002.00           |
| 2004        | US-SEATTLE      | Seattle, WA                    | SEATTLE       | USD          | 485,931.01         | (202,680.01)         | 283,251.00          |
| 2004 Total  |                 |                                |               |              | 7,690,394.74       | (3,439,312.74)       | 4,251,082.00        |
| 2100        | USNY075101      | 1120 PITTSFORD-VICTOR ROAD     | PITTSFORD     | USD          | 76,496.36          | (32,481.60)          | 44,014.76           |
| 2100        | USNY075102      | 1080 PITTSFORD-VICTOR ROAD     | PITTSFORD     | USD          | 39,083.91          | (15,033.92)          | 24,049.99           |
| 2100 Total  |                 |                                |               |              | 115,580.27         | (47,515.52)          | 68,064.75           |
| 2161        | AR00000101      | "DEL CAMPO 1301/1359,14 JULIO" | BUENOS AIRES  | USD          | 2,935.92           | (1,079.63)           | 1,856.29            |
| 2161        | CAON001001      | 19 LINSLEY STREET              | ALEXANDRIA    | USD          | 142.00             | (52.22)              | 89.78               |
| 2161        | CAON001101      | COUNTY ROAD 28                 | BELLAMY       | USD          | 136.47             | (50.18)              | 86.29               |
| 2161        | CAON001201      | CO OF NORTHUMBERLAND           | BRIGHTON      | USD          | 2,718.31           | (1,718.29)           | 1,600.02            |
| 2161        | CAON001501      | 31 ELIZABETH STREET            | GRIMSBY       | USD          | 136.47             | (50.18)              | 86.29               |
| 2161        | CAON001601      | 546 GARDINERS ROAD             | KINGSTON      | USD          | 142.00             | (52.22)              | 89.78               |
| 2161        | CAON002001      | 70.1 SIMCOE STREET S.          | OSHAWA        | USD          | 136.47             | (50.18)              | 86.29               |
| 2161        | CAON002103      | 485 TERMINAL AVENUE            | OTTAWA        | USD          | 79.30              | (29.16)              | 50.14               |
| 2161        | CAON002207      | "151 FRONT STREET, STE. 301"   | TORONTO       | USD          | 3.69               | (1.36)               | 2.33                |
| 2161        | USAL004001      | 4521 CHILTON ROAD #352         | BILLINGSLEY   | USD          | 241,292.93         | (113,931.60)         | 127,361.33          |
| 2161        | USAL004201      | 1713 COUNTY ROAD 179           | BROWNS        | USD          | 21,569.43          | (11,607.68)          | 9,961.75            |
| 2161        | USAL004401      | 250 HIGHWAY 9                  | KELLYTON      | USD          | 21,515.95          | (11,767.13)          | 9,748.82            |
| 2161        | USAL004602      | 10000-MOBILE-FRONTIER          | MOBILE        | USD          | 165,683.17         | (75,837.88)          | 89,845.29           |
| 2161        | USAL004603      | "500 STREET, FRANCIS STREET"   | MOBILE        | USD          | 58,705.52          | (23,949.18)          | 34,756.34           |
| 2161        | USAL004801      | 10000-ROBERTSDALE-WILLIAMS     | ROBERTSDALE   | USD          | 7,376.40           | (1,297.44)           | 6,078.96            |
| 2161        | USAL004801      | 10000-ROBERTSDALE-WILLIAMS     | ROBERTSDALE   | USD          | 20,381.78          | (9,571.51)           | 10,810.27           |
| 2161        | USAL004801      | 10000-ROBERTSDALE-WILLIAMS     | ROBERTSDALE   | USD          | -                  | -                    | -                   |
| 2161        | USAL004901      | "STEVENSON, AL"                | STEVENSON     | USD          | 5,301.99           | (2,924.57)           | 2,377.42            |
| 2161        | USAL005001      | HIGHWAY 69 SOUTH               | SWEETWATER    | USD          | 20,765.37          | (11,353.09)          | 9,412.28            |
| 2161        | USAL005101      | 1140 COUNTY ROAD 41            | WADLEY        | USD          | 20,986.67          | (11,257.20)          | 9,729.47            |
| 2161        | USAZ005401      | BENSON-OFF I-10 & OHELLO ST    | BENSON        | USD          | 28,304.34          | (13,996.26)          | 14,308.08           |
| 2161        | USAZ005701      | GILA BEND-MARICOPA & HWY 85    | GILA BEND     | USD          | 28,132.85          | (13,898.42)          | 14,234.43           |
| 2161        | USAZ005902      | 625 W. MCKELLIPS # 212         | MESA          | USD          | 1.84               | (0.86)               | 0.98                |
| 2161        | USAZ006117      | 3838 N. CENTRAL                | PHOENIX       | USD          | 79,730.93          | (21,780.11)          | 57,950.82           |
| 2161        | USAZ006117      | 3838 N. CENTRAL                | PHOENIX       | USD          | -                  | -                    | -                   |
| 2161        | USAZ006119      | 429 SOUTH 6TH DRIVE            | PHOENIX       | USD          | -                  | -                    | -                   |
| 2161        | USAZ006119      | 429 SOUTH 6TH DRIVE            | PHOENIX       | USD          | 247,398.76         | (74,331.83)          | 173,066.93          |
| 2161        | USAZ006119      | 429 SOUTH 6TH DRIVE            | PHOENIX       | USD          | 996,039.06         | (470,438.12)         | 525,600.94          |
| 2161        | USAZ006124      | 801 S. 16TH STREET             | PHOENIX       | USD          | 72,331.49          | (28,972.23)          | 43,359.26           |
| 2161        | USAZ006124      | 801 S. 16TH STREET             | PHOENIX       | USD          | 12,175.56          | (1,421.04)           | 10,754.52           |
| 2161        | USAZ006124      | 801 S. 16TH STREET             | PHOENIX       | USD          | 35,629.40          | (8,422.76)           | 27,206.64           |
| 2161        | USAZ006124      | 801 S. 16TH STREET             | PHOENIX       | USD          | 946,069.68         | (190,198.49)         | 755,871.19          |
| 2161        | USAZ006124      | 801 S. 16TH STREET             | PHOENIX       | USD          | -                  | -                    | -                   |
| 2161        | USAZ006125      | 8629 N. 22ND AVE               | PHOENIX       | USD          | 4,094.06           | (1,042.28)           | 3,051.78            |
| 2161        | USAZ006201      | RANDOLPH-EXIT 194 & STATE HWY  | RANDOLPH      | USD          | 28,485.07          | (14,080.82)          | 14,404.25           |
| 2161        | USAZ006401      | SENTINEL-EXIT 87 OFF I-8 NORTH | SENTINEL      | USD          | 28,130.99          | (13,897.56)          | 14,233.43           |
| 2161        | USAZ006601      | TACNA-EXIT 42 & AVENUE 40 E.   | TACNA         | USD          | 27,990.83          | (13,831.26)          | 14,159.57           |
| 2161        | USAZ006801      | 33 N. STONE                    | TUCSON        | USD          | 230.52             | (109.00)             | 121.52              |
| 2161        | USAZ006802      | 210 WEST ELM STREET            | TUCSON        | USD          | 8,944.23           | (2,691.06)           | 6,253.17            |
| 2161        | USAZ006802      | 210 WEST ELM STREET            | TUCSON        | USD          | 63,203.45          | (33,036.45)          | 30,167.00           |
| 2161        | USAZ006901      | WILCOX-OFF I-10 & PAGE RANCH   | WILCOX        | USD          | 199,578.39         | (96,747.64)          | 102,830.75          |
| 2161        | USAZ007001      | 900 E. 20TH STREET             | YUMA          | USD          | 358,768.31         | (107,806.25)         | 250,962.06          |
| 2161        | USAZ007001      | 900 E. 20TH STREET             | YUMA          | USD          | 205,916.52         | (99,970.18)          | 105,946.34          |
| 2161        | USAZ007002      | 1700 S 1ST AVE #120            | YUMA          | USD          | 5,809.14           | (1,747.80)           | 4,061.34            |
| 2161        | USCA007202      | 76 S. CLAUDIA STREET 1ST FLOOR | ANAHEIM       | USD          | 378.05             | (178.75)             | 199.30              |
| 2161        | USCA007203      | "704 N. VALLIEY ST., STE. Y&Z" | ANAHEIM       | USD          | 326,416.00         | (98,098.79)          | 228,327.22          |

**TRADEMARK**

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|------|------------|--------------------------------|------------------|-------|--------------|----------------|--------------|
| 2161 | USCA007203 | "704 N. VALLEY ST., STE. Y&Z"  | ANAHEIM          | USD   | 405,682.83   | (188,105.61)   | 217,577.22   |
| 2161 | USCA007205 | 2461 W. LAPALMA                | ANAHEIM          | USD   | 2,102.36     | (497.00)       | 1,605.36     |
| 2161 | USCA007205 | 2461 W. LAPALMA                | ANAHEIM          | USD   | 869,692.64   | (229,836.58)   | 639,856.06   |
| 2161 | USCA007205 | 2461 W. LAPALMA                | ANAHEIM          | USD   | -            | -              | -            |
| 2161 | USCA007301 | AUBURN-MT.HOWELL & PLACER HILL | AUBURN           | USD   | 36,219.52    | (18,239.44)    | 17,980.08    |
| 2161 | USCA008703 | "CHICO, CA"                    | CHICO            | USD   | 153,939.92   | (46,260.88)    | 107,679.04   |
| 2161 | USCA008703 | "CHICO, CA"                    | CHICO            | USD   | 179,514.90   | (76,562.05)    | 102,952.85   |
| 2161 | USCA009501 | "DESCANSO, CA"                 | DESCANSO         | USD   | 4,394.66     | (2,424.11)     | 1,970.55     |
| 2161 | USCA009701 | "DUNSMUIR, CA"                 | DUNSMUIR         | USD   | 115,256.89   | (44,298.06)    | 70,958.83    |
| 2161 | USCA011201 | "GILROY, CA"                   | GILROY           | USD   | 49,082.64    | (23,945.64)    | 25,137.00    |
| 2161 | USCA011701 | 948 HUBER STREET               | GROVER BEACH     | USD   | 305,018.38   | (123,871.44)   | 181,146.94   |
| 2161 | USCA012001 | HONDA-OFF COAST ROAD           | HONDA            | USD   | 49,206.19    | (24,002.90)    | 25,203.29    |
| 2161 | USCA012401 | IRIS-OFF STE HWY 111 ON NIDER  | IRIS             | USD   | 29,923.53    | (14,757.85)    | 15,165.68    |
| 2161 | USCA012701 | KING CITY-RAILROAD AVENUE      | KING CITY        | USD   | 48,638.17    | (23,717.15)    | 24,921.02    |
| 2161 | USCA013101 | LAPOSTA-HWY 80 & KITCHEN CREEK | LA POSTA         | USD   | 25,401.62    | (12,287.41)    | 13,114.21    |
| 2161 | USCA013301 | 27652 CAMINO CAPISTANO         | LAGUNA NGUEL     | USD   | 8,944.23     | (2,691.06)     | 6,253.17     |
| 2161 | USCA013301 | 27652 CAMINO CAPISTANO         | LAGUNA NGUEL     | USD   | 29,519.66    | (14,584.77)    | 14,934.89    |
| 2161 | USCA013802 | 1200 W. 7TH STREET             | LOS ANGELES      | USD   | 20.29        | (9.60)         | 10.69        |
| 2161 | USCA013805 | "1801 AVE OF THE STARS 6F.S640 | LOS ANGELES      | USD   | 5,606.28     | (2,650.63)     | 2,955.65     |
| 2161 | USCA013823 | 624 S GRAND AVE                | LOS ANGELES      | USD   | 59,016.48    | (25,579.20)    | 33,437.28    |
| 2161 | USCA013823 | 624 S GRAND AVE                | LOS ANGELES      | USD   | 236,885.49   | (71,193.76)    | 165,691.73   |
| 2161 | USCA013823 | 624 S GRAND AVE                | LOS ANGELES      | USD   | 1,685,473.46 | (528,885.52)   | 1,156,587.94 |
| 2161 | USCA013823 | 624 S GRAND AVE                | LOS ANGELES      | USD   | -            | -              | -            |
| 2161 | USCA013835 | LOS ANGELES                    | LOS ANGELES      | USD   | 12,656.55    | (5,978.67)     | 6,677.88     |
| 2161 | USCA014401 | "MONTAGUE, CA"                 | MONTAGUE         | USD   | 115,262.43   | (44,300.66)    | 70,961.77    |
| 2161 | USCA014601 | 5427 GABBERT ROAD              | MOORPARK         | USD   | 56,337.60    | (27,486.03)    | 28,851.57    |
| 2161 | USCA014901 | 475 14TH STREET SUITE 1100     | OAKLAND          | USD   | 4,020.29     | (1,663.19)     | 2,357.10     |
| 2161 | USCA014902 | 290 FIFTH AVENUE               | OAKLAND          | USD   | 86,651.34    | (25,886.50)    | 60,764.84    |
| 2161 | USCA014902 | 290 FIFTH AVENUE               | OAKLAND          | USD   | 57,801.87    | (28,521.31)    | 29,280.56    |
| 2161 | USCA015701 | PLASTERCITY-EVAN HEWES&DUNAWAY | PLASTER CITY     | USD   | 29,835.02    | (14,716.02)    | 15,119.00    |
| 2161 | USCA016101 | "RED BLUFF, CA"                | RED BLUFF        | USD   | 115,236.59   | (44,286.42)    | 70,950.17    |
| 2161 | USCA016201 | "REDDING, CA"                  | REDDING          | USD   | 344,665.66   | (103,555.88)   | 241,109.78   |
| 2161 | USCA016201 | "REDDING, CA"                  | REDDING          | USD   | 179,431.94   | (76,501.52)    | 102,930.42   |
| 2161 | USCA016702 | 11261 SUNRISE PARK DRIVE       | SACRAMENTO       | USD   | 4,110.65     | (2,267.43)     | 1,843.22     |
| 2161 | USCA016703 | 1303 J STREET                  | SACRAMENTO       | USD   | 772.71       | (772.71)       | -            |
| 2161 | USCA016703 | 1303 J STREET                  | SACRAMENTO       | USD   | 107,135.35   | (49,732.95)    | 57,402.40    |
| 2161 | USCA016708 | 770 L STREET                   | SACRAMENTO       | USD   | 224,620.78   | (67,582.07)    | 157,038.71   |
| 2161 | USCA016708 | 770 L STREET                   | SACRAMENTO       | USD   | 5,238,764.46 | (1,868,820.88) | 3,369,943.58 |
| 2161 | USCA016708 | 770 L STREET                   | SACRAMENTO       | USD   | -            | -              | -            |
| 2161 | USCA016802 | 915 HARKINS ROAD               | SALINAS          | USD   | 153,373.62   | (46,093.81)    | 107,279.81   |
| 2161 | USCA016802 | 915 HARKINS ROAD               | SALINAS          | USD   | 233,770.35   | (103,921.83)   | 129,848.52   |
| 2161 | USCA017207 | 3180 UNIVERSITY AVE.           | SAN DIEGO        | USD   | 511,584.19   | (191,696.76)   | 319,887.43   |
| 2161 | USCA017209 | 409 CAMINO DEL RIO S. RM 308   | SAN DIEGO        | USD   | 51.64        | (19.00)        | 32.64        |
| 2161 | USCA017212 | 4216 UNIVERSITY AVE.           | SAN DIEGO        | USD   | 447,952.48   | (134,565.03)   | 313,387.45   |
| 2161 | USCA017212 | 4216 UNIVERSITY AVE.           | SAN DIEGO        | USD   | 361,059.23   | (174,097.61)   | 186,961.62   |
| 2161 | USCA017308 | 274 BRANNAN STREET SUITE 504   | SAN FRANCISCO    | USD   | 60,381.40    | (26,170.80)    | 34,210.60    |
| 2161 | USCA017308 | 274 BRANNAN STREET SUITE 504   | SAN FRANCISCO    | USD   | 158,241.90   | (44,959.41)    | 113,282.49   |
| 2161 | USCA017308 | 274 BRANNAN STREET SUITE 504   | SAN FRANCISCO    | USD   | 1,057,506.34 | (432,967.99)   | 624,538.35   |
| 2161 | USCA017308 | 274 BRANNAN STREET SUITE 504   | SAN FRANCISCO    | USD   | -            | -              | -            |
| 2161 | USCA017312 | 425 BRANNAN STREET 1ST FLOOR   | SAN FRANCISCO    | USD   | 103.27       | (24.42)        | 78.85        |
| 2161 | USCA017312 | 425 BRANNAN STREET 1ST FLOOR   | SAN FRANCISCO    | USD   | 146,233.59   | (60,477.74)    | 85,755.85    |
| 2161 | USCA017312 | 425 BRANNAN STREET 1ST FLOOR   | SAN FRANCISCO    | USD   | -            | -              | -            |
| 2161 | USCA017313 | 425 MARKET STREET 38TH FLOOR   | SAN FRANCISCO    | USD   | 68,678.68    | (22,297.06)    | 46,381.62    |
| 2161 | USCA017501 | "11 GREAT OAKS BLVD, 1ST FL"   | SAN JOSE         | USD   | -            | -              | -            |
| 2161 | USCA017513 | "55 ALMADEN BLVD., STE. 300"   | SAN JOSE         | USD   | 8,944.23     | (2,691.06)     | 6,253.17     |
| 2161 | USCA017513 | "55 ALMADEN BLVD., STE. 300"   | SAN JOSE         | USD   | 128,046.38   | (68,105.16)    | 59,941.22    |
| 2161 | USCA017801 | SAN LUIS OBISPO                | SAN LUIS OBISPO  | USD   | 9,112.05     | (4,978.37)     | 4,133.68     |
| 2161 | USCA017803 | 763 SANTA ROSA STREET          | SAN LUIS OBISPO  | USD   | -            | -              | -            |
| 2161 | USCA017805 | 99 MCMILLAN STREET             | SAN LUIS OBISPO  | USD   | 120,996.09   | (33,144.09)    | 87,852.00    |
| 2161 | USCA017805 | 99 MCMILLAN STREET             | SAN LUIS OBISPO  | USD   | 267,709.33   | (80,449.85)    | 187,259.48   |
| 2161 | USCA017805 | 99 MCMILLAN STREET             | SAN LUIS OBISPO  | USD   | 69,881.19    | (36,568.91)    | 33,312.28    |
| 2161 | USCA018001 | "SAN MIGUEL-14TH & "N" STREE   | SAN MIGUEL       | USD   | 48,092.31    | (23,503.94)    | 24,588.37    |
| 2161 | USCA018405 | 27 EAST COTA STREET            | SANTA BARBARA    | USD   | 234,920.97   | (70,593.88)    | 164,327.09   |
| 2161 | USCA018405 | 27 EAST COTA STREET            | SANTA BARBARA    | USD   | 258,414.64   | (116,649.69)   | 141,764.95   |
| 2161 | USCA018505 | 1700 SPACE PARK DRIVE          | SANTA CLARA      | USD   | 5,940.00     | (436.15)       | 5,503.85     |
| 2161 | USCA018601 | 11333 GREENSTONE AVE           | SANTA FE SPRINGS | USD   | 5,809.14     | (1,747.80)     | 4,061.34     |
| 2161 | USCA019401 | SODA SPRINGS-S DONNER PASS     | SODA SPRINGS     | USD   | 30,052.60    | (14,818.27)    | 15,234.33    |
| 2161 | USCA019801 | SUISUN CITY-CORDELIA & W TRACK | SUISUN CITY      | USD   | 55,575.96    | (27,160.15)    | 28,415.81    |
| 2161 | USCA020001 | 1004 STEWART DR, 1ST FLOOR     | SUNNYVALE        | USD   | 124,426.26   | (31,309.47)    | 93,116.79    |
| 2161 | USCA020008 | 444 TOYAMA DR                  | SUNNYVALE        | USD   | 136,910.71   | (34,008.39)    | 102,902.32   |
| 2161 | USCA020008 | 444 TOYAMA DR                  | SUNNYVALE        | USD   | 3,445,456.40 | (842,109.05)   | 2,603,347.35 |
| 2161 | USCA020008 | 444 TOYAMA DR                  | SUNNYVALE        | USD   | -            | -              | -            |
| 2161 | USCA020601 | 2253 S. SANTA FE               | VISTA            | USD   | 8,944.23     | (2,691.06)     | 6,253.17     |
| 2161 | USCA020601 | 2253 S. SANTA FE               | VISTA            | USD   | 29,829.48    | (14,739.97)    | 15,089.51    |
| 2161 | USCA021301 | YUBA CITY, CA                  | YUBA CITY        | USD   | 188,702.68   | (56,703.07)    | 131,999.61   |
| 2161 | USCA021301 | YUBA CITY, CA                  | YUBA CITY        | USD   | 135,942.68   | (52,201.55)    | 83,741.13    |
| 2161 | USCO021401 | ARAPAHOE CTY-US-36 & E MI 115  | ARAPAHOE COUNTY  | USD   | 149.38       | (35.31)        | 114.07       |
| 2161 | USCO021401 | ARAPAHOE CTY-US-36 & E MI 115  | ARAPAHOE COUNTY  | USD   | 29,137.91    | (14,110.76)    | 15,027.15    |
| 2161 | USCO021701 | CASTLE ROCK, CO                | CASTLE ROCK      | USD   | 26,829.01    | (13,287.49)    | 13,541.52    |
| 2161 | USCO021803 | COLORADO SPRINGS, CO           | COLORADO SPRINGS | USD   | 8,944.23     | (2,691.06)     | 6,253.17     |
| 2161 | USCO021803 | COLORADO SPRINGS, CO           | COLORADO SPRINGS | USD   | 58,840.09    | (30,906.07)    | 27,934.02    |
| 2161 | USCO021808 | 335 CONEJO                     | COLORADO SPRINGS | USD   | 206.55       | (75.96)        | 130.59       |
| 2161 | USCO021901 | COPE-US-36 & E OF MI 175       | COPE             | USD   | 147.53       | (34.88)        | 112.65       |
| 2161 | USCO021901 | COPE-US-36 & E OF MI 175       | COPE             | USD   | 28,883.42    | (13,988.97)    | 14,894.45    |
| 2161 | USCO022004 | 1660 LINCOLN ST STE 2540       | DENVER           | USD   | -            | -              | -            |
| 2161 | USCO022013 | 789 SHERMAN STREET SUITE 420   | DENVER           | USD   | 7,505.78     | (3,105.15)     | 4,400.63     |
| 2161 | USCO022017 | 950 17TH STREET (ALL FLOORS)   | DENVER           | USD   | 2,231,795.56 | (670,709.44)   | 1,561,086.12 |
| 2161 | USCO022017 | 950 17TH STREET (ALL FLOORS)   | DENVER           | USD   | 959,486.91   | (415,208.52)   | 544,278.39   |
| 2161 | USCO022017 | 950 17TH STREET (ALL FLOORS)   | DENVER           | USD   | -            | -              | -            |
| 2161 | USCO022101 | DOTSERO-COLORADO RIVER & I-70  | DOTSERO          | USD   | 202,450.19   | (97,114.53)    | 105,335.66   |
| 2161 | USCO022301 | FRASER-HIGHWAY 40 & 8          | FRASER           | USD   | 25,372.13    | (12,292.50)    | 13,079.63    |
| 2161 | USCO022601 | GRANDJUNCTION-70 BUS & N 28TH  | GRAND JUNCTION   | USD   | -            | -              | -            |
| 2161 | USCO022601 | GRANDJUNCTION-70 BUS & N 28TH  | GRAND JUNCTION   | USD   | 28,317.26    | (14,001.32)    | 14,315.94    |
| 2161 | USCO023201 | PUEBLO, CO                     | PUEBLO           | USD   | 26,971.01    | -              | 13,605.20    |

TRADEMARK

| CoCd | Location   | Street Address                 | City                | Crcy | Current APC  | Accumul. dep. | Curr.bk.val. |
|------|------------|--------------------------------|---------------------|------|--------------|---------------|--------------|
| 2161 | USCO023301 | RADIUM-11 & 111                | RADIUM              | USD  | 29,082.60    | (14,330.92)   | 14,751.68    |
| 2161 | USCO023401 | RULISON-I-70 & 246 FRONTAGE R  | RULISON             | USD  | 51,609.13    | (26,779.21)   | 24,829.92    |
| 2161 | USCO023501 | "WALSENBURG, CO"               | WALSENBURG          | USD  | 26,829.01    | (13,287.49)   | 13,541.52    |
| 2161 | USCT023801 | "BRIDGEPORT, CT"               | BRIDGEPORT          | USD  | 20,542.23    | (11,331.07)   | 9,211.16     |
| 2161 | USCT024201 | "350 GEORGE STREET, 3RD FLOOR" | NEW HAVEN           | USD  | 11,511.31    | (5,404.90)    | 6,106.41     |
| 2161 | USCT024202 | 2 BREWERY STREET               | NEW HAVEN           | USD  | 20,081.19    | (9,387.97)    | 10,693.22    |
| 2161 | USCT024203 | 310 ORANGE STREET              | NEW HAVEN           | USD  | 177,464.29   | (80,046.69)   | 97,417.60    |
| 2161 | USCT024301 | 26 WASHINGTON STREET           | NEW LONDON          | USD  | 59,071.36    | (29,087.70)   | 28,483.66    |
| 2161 | USCT024701 | "777 LONGRIDGE RD, 3RD FLOOR"  | STAMFORD            | USD  | 51.64        | (18.99)       | 32.65        |
| 2161 | USCT024704 | 555 MAIN STREET                | STAMFORD            | USD  | 57,364.80    | (29,158.35)   | 28,206.45    |
| 2161 | USCT024705 | CHERRY STREET                  | STAMFORD            | USD  | 1,916.09     | (704.60)      | 1,211.49     |
| 2161 | USCT024901 | # 2 HORTON PLACE               | WEST HAVEN          | USD  | 562.47       | (206.85)      | 355.62       |
| 2161 | USDC025203 | "1220 ""L"" STREET NW"         | WASHINGTON          | USD  | 57.17        | (57.17)       | -            |
| 2161 | USDC025203 | "1220 ""L"" STREET NW"         | WASHINGTON          | USD  | 56,156.64    | (24,339.67)   | 31,816.97    |
| 2161 | USDC025203 | "1220 ""L"" STREET NW"         | WASHINGTON          | USD  | 489,662.53   | (146,989.12)  | 342,673.41   |
| 2161 | USDC025203 | "1220 ""L"" STREET NW"         | WASHINGTON          | USD  | 2,125,732.50 | (602,960.35)  | 1,522,772.15 |
| 2161 | USDC025203 | "1220 ""L"" STREET NW"         | WASHINGTON          | USD  | -            | -             | -            |
| 2161 | USDC025207 | 1990 'M' STREET N.W. STE 500   | WASHINGTON          | USD  | 4,739.52     | (1,206.61)    | 3,532.91     |
| 2161 | USDE025401 | RT 113 MASON DIXON CTR         | SELBYVILLE          | USD  | 334,197.42   | (109,398.88)  | 224,798.54   |
| 2161 | USDE025501 | EAST 22ND STREET               | WILMINGTON          | USD  | 8,944.23     | (2,691.06)    | 6,253.17     |
| 2161 | USDE025501 | EAST 22ND STREET               | WILMINGTON          | USD  | 33,193.24    | (16,425.67)   | 16,767.57    |
| 2161 | USFL025601 | 10000-ALPINE HEIGHTS-WILLIAMS  | ALPINE HEIGHTS      | USD  | 19,845.14    | (9,317.79)    | 10,527.35    |
| 2161 | USFL026001 | 10000-BROWARD-WILLIAMS         | BROWARD             | USD  | 20,625.21    | (9,687.04)    | 10,938.17    |
| 2161 | USFL026301 | 606 S. MAIN STREET-WILLIAMS    | CHIEFLAND           | USD  | 21,672.70    | (10,182.28)   | 11,490.42    |
| 2161 | USFL026401 | 10000-CITRUS-WILLIAMS          | CITRUS              | USD  | 84,051.80    | (39,342.19)   | 44,709.61    |
| 2161 | USFL026801 | 400 B US HWY 17-92 SOUTH       | DAVENPORT           | USD  | 42,220.46    | (19,789.22)   | 22,431.24    |
| 2161 | USFL027001 | 111 N. SEAGRAVE                | DAYTONA BEACH       | USD  | 10,126.35    | (4,787.52)    | 5,338.83     |
| 2161 | USFL027002 | 10000-DAYTONA BEACH-FRONTIER   | DAYTONA BEACH       | USD  | 217,982.93   | (100,218.15)  | 117,764.78   |
| 2161 | USFL027003 | 149 RIDGEWOOD AVE.             | DAYTONA BEACH       | USD  | 8,713.61     | (1,081.90)    | 7,631.71     |
| 2161 | USFL027003 | 149 RIDGEWOOD AVE.             | DAYTONA BEACH       | USD  | 187,553.72   | (43,993.30)   | 143,560.42   |
| 2161 | USFL027101 | 10000-DESOTO-WILLIAMS          | DESOTO              | USD  | 81,787.16    | (38,406.82)   | 43,380.34    |
| 2161 | USFL027201 | 10000-DISMAL CREEK-WILLIAMS    | DISMAL CREEK        | USD  | 20,601.25    | (9,727.80)    | 10,873.45    |
| 2161 | USFL027302 | 10000-FORT MEYERS-FRONTIER     | FT MEYERS           | USD  | 88,380.08    | (39,919.85)   | 48,460.23    |
| 2161 | USFL027303 | 1500 SEABOARD STREET           | FT MEYERS           | USD  | 149.38       | (61.79)       | 87.59        |
| 2161 | USFL027401 | 10000-FT.LAUDERDALE-FRONTIER   | FT. LAUDERDALE      | USD  | 81,731.85    | (38,074.41)   | 43,657.44    |
| 2161 | USFL027402 | 113 & 115 NW 2ND STREET        | FT. LAUDERDALE      | USD  | 31,383.79    | (3,896.65)    | 27,487.14    |
| 2161 | USFL027402 | 113 & 115 NW 2ND STREET        | FT. LAUDERDALE      | USD  | 139,775.18   | (33,500.55)   | 106,274.63   |
| 2161 | USFL027405 | 220 NW 22ND STREET-WILLIAMS    | FT. LAUDERDALE      | USD  | 2,434.31     | (1,150.94)    | 1,283.37     |
| 2161 | USFL027801 | 205 S. CR 663-WILLIAMS         | HARDEE              | USD  | 20,392.85    | (9,577.18)    | 10,815.67    |
| 2161 | USFL027901 | 4331 SR 80-WILLIAMS            | HENDRY              | USD  | 20,715.59    | (9,729.75)    | 10,985.84    |
| 2161 | USFL028001 | 20032 POWELL RD.-WILLIAMS      | HERNANDO            | USD  | 21,113.92    | (9,861.43)    | 11,252.49    |
| 2161 | USFL028101 | 10000-HILLSBROUGH-WILLIAMS     | HILLSBROUGH         | USD  | 20,636.29    | (9,692.27)    | 10,944.02    |
| 2161 | USFL028203 | 2025 TAFT STREET               | HOLLYWOOD           | USD  | 114.88       | (8.06)        | 106.82       |
| 2161 | USFL028203 | 2025 TAFT STREET               | HOLLYWOOD           | USD  | 70,395.71    | (28,898.35)   | 41,497.36    |
| 2161 | USFL028301 | 10000-HOSFORD-WILLIAMS         | HOSFORD             | USD  | 20,807.80    | (9,825.47)    | 10,982.33    |
| 2161 | USFL028401 | 10000 N. US 19-WILLIAMS        | IDDO                | USD  | 20,929.51    | (9,849.67)    | 11,079.84    |
| 2161 | USFL028502 | 608 W. ADAMS STREET            | JACKSONVILLE        | USD  | 3,891.20     | (1,748.49)    | 2,142.71     |
| 2161 | USFL028503 | 10000-JACKSONVILLE-FRONTIER    | JACKSONVILLE        | USD  | 109,083.38   | (50,708.85)   | 58,374.53    |
| 2161 | USFL028504 | 125 N. BROAD STREET            | JACKSONVILLE        | USD  | 1,936.38     | (534.05)      | 1,402.33     |
| 2161 | USFL028504 | 125 N. BROAD STREET            | JACKSONVILLE        | USD  | 8,713.61     | (1,081.90)    | 7,631.71     |
| 2161 | USFL028504 | 125 N. BROAD STREET            | JACKSONVILLE        | USD  | 2,821.58     | (622.54)      | 2,199.04     |
| 2161 | USFL028504 | 125 N. BROAD STREET            | JACKSONVILLE        | USD  | 184,039.94   | (42,471.14)   | 141,568.80   |
| 2161 | USFL028601 | 10000-JUNIPER CREEK-WILLIAMS   | JUNIPER CREEK       | USD  | 20,597.56    | (9,726.05)    | 10,871.51    |
| 2161 | USFL029402 | 1110 LINE STREET               | MELBOURNE           | USD  | 3,845.09     | (1,817.94)    | 2,027.15     |
| 2161 | USFL029403 | 10000-MELBOURNE-FRONTIER       | MELBOURNE           | USD  | 70,945.28    | (33,542.82)   | 37,402.46    |
| 2161 | USFL029404 | 1220 E. PROSPECT AVE.          | MELBOURNE           | USD  | 52,787.57    | (22,240.68)   | 30,546.89    |
| 2161 | USFL029503 | 10000-MIAMI-FRONTIER           | MIAMI               | USD  | 1,676,649.64 | (462,220.69)  | 1,214,428.95 |
| 2161 | USFL029503 | 10000-MIAMI-FRONTIER           | MIAMI               | USD  | 77,700.48    | (35,009.40)   | 42,691.08    |
| 2161 | USFL029505 | 150 SOUTHEAST 2ND              | MIAMI               | USD  | 3,872.76     | (985.94)      | 2,886.82     |
| 2161 | USFL029505 | 150 SOUTHEAST 2ND              | MIAMI               | USD  | 2,011.99     | (601.88)      | 1,410.11     |
| 2161 | USFL029511 | 2115 NW 22ND STREET            | MIAMI               | USD  | 3,550.03     | (1,678.45)    | 1,871.58     |
| 2161 | USFL029512 | "36 NE 2ND STREET, 1ST FLOOR"  | MIAMI               | USD  | 13,539.91    | (3,428.87)    | 10,111.04    |
| 2161 | USFL029512 | "36 NE 2ND STREET, 1ST FLOOR"  | MIAMI               | USD  | 863,645.21   | (206,184.70)  | 657,460.51   |
| 2161 | USFL029512 | "36 NE 2ND STREET, 1ST FLOOR"  | MIAMI               | USD  | -            | -             | -            |
| 2161 | USFL029514 | 50 NE 9TH STREET               | MIAMI               | USD  | 221.30       | (52.33)       | 168.97       |
| 2161 | USFL029514 | 50 NE 9TH STREET               | MIAMI               | USD  | 6,115.80     | (2,235.61)    | 3,880.19     |
| 2161 | USFL029514 | 50 NE 9TH STREET               | MIAMI               | USD  | -            | -             | -            |
| 2161 | USFL030001 | 10000-ORLANDO-FRONTIER         | ORLANDO             | USD  | 165,707.60   | (77,657.26)   | 88,050.34    |
| 2161 | USFL030005 | 1210 DIVISION STREET-WILLIAMS  | ORLANDO             | USD  | 4,638.09     | (2,192.87)    | 2,445.22     |
| 2161 | USFL030006 | 1319 S. DIVISION STREET        | ORLANDO             | USD  | 12,964.55    | (5,497.48)    | 7,467.07     |
| 2161 | USFL030007 | 133 W. KALEY STREET            | ORLANDO             | USD  | 9,866.32     | (4,081.68)    | 5,784.64     |
| 2161 | USFL030101 | 120 N OR 101 S COLLINS STREET  | OSTEEN              | USD  | 22,698.06    | (10,668.48)   | 12,029.58    |
| 2161 | USFL030201 | 10000-PALM BEACH-WILLIAMS      | PALM BEACH          | USD  | 20,888.94    | (9,811.75)    | 11,077.19    |
| 2161 | USFL030303 | 10000-PENSACOLA-FRONTIER       | PENSACOLA           | USD  | 137,458.46   | (62,092.87)   | 75,365.59    |
| 2161 | USFL030304 | 121 W. BELMONT                 | PENSACOLA           | USD  | 30,827.18    | (12,753.18)   | 18,074.00    |
| 2161 | USFL030305 | 118 PALAFOX STREET             | PENSACOLA           | USD  | 7,450.45     | (3,082.25)    | 4,368.20     |
| 2161 | USFL030601 | 10000-SANTA ROSA-WILLIAMS      | SANTA ROSA          | USD  | 20,486.90    | (9,673.74)    | 10,813.16    |
| 2161 | USFL030801 | "302 STATE ROAD, 206 W"        | ST. AUGUSTINE BEACH | USD  | 7,458.26     | (926.03)      | 6,532.23     |
| 2161 | USFL030801 | "302 STATE ROAD, 206 W"        | ST. AUGUSTINE BEACH | USD  | 50,302.54    | (16,048.10)   | 34,254.44    |
| 2161 | USFL031001 | 4537 SOUTHEAST COMMERCE AVE.   | STUART              | USD  | 86,781.95    | (28,415.32)   | 58,366.63    |
| 2161 | USFL031201 | 10000-TALLAHASSEE-FRONTIER     | TALLAHASSEE         | USD  | 167,523.54   | (76,739.36)   | 90,784.18    |
| 2161 | USFL031202 | 1346-B SOUTH ADAMS STREET      | TALLAHASSEE         | USD  | 47,819.38    | (19,754.67)   | 28,064.71    |
| 2161 | USFL031402 | 10000-TAMPA-FRONTIER           | TAMPA               | USD  | 274,913.62   | (75,717.70)   | 199,195.92   |
| 2161 | USFL031402 | 10000-TAMPA-FRONTIER           | TAMPA               | USD  | 266,104.73   | (122,899.08)  | 143,205.65   |
| 2161 | USFL031405 | 1700 N 25TH                    | TAMPA               | USD  | 3,618.26     | (1,669.38)    | 1,948.88     |
| 2161 | USFL031409 | "400 NORTH TAMPA ST, STE 710"  | TAMPA               | USD  | 12,500.00    | (919.11)      | 11,580.89    |
| 2161 | USFL031409 | "400 NORTH TAMPA ST, STE 710"  | TAMPA               | USD  | 266,072.64   | (39,702.72)   | 226,369.92   |
| 2161 | USFL031409 | "400 NORTH TAMPA ST, STE 710"  | TAMPA               | USD  | 265,174.43   | (81,319.86)   | 183,854.57   |
| 2161 | USFL031409 | "400 NORTH TAMPA ST, STE 710"  | TAMPA               | USD  | -            | -             | -            |
| 2161 | USFL031501 | 23076 S. US 19-WILLIAMS        | TENNILE             | USD  | 20,512.73    | (9,591.35)    | 10,921.38    |
| 2161 | USFL031601 | PARRISH ROAD                   | TITUSVILLE          | USD  | 20,750.22    | (2,575.62)    | 18,174.60    |
| 2161 | USFL031601 | PARRISH ROAD                   | TITUSVILLE          | USD  | 65,454.35    | (18,268.66)   | 47,185.69    |
| 2161 | USFL031801 | 2108 OLD DIXIE HWY SOUTHEAST   | VERO BEACH          | USD  | 12,273.82    | (1,421.39)    | 10,852.43    |
| 2161 | USFL031801 | 2108 OLD DIXIE HWY SOUTHEAST   | VERO BEACH          | USD  | 144,627.03   | (29,796.89)   | 114,830.14   |

TRADEMARK

REEL: 003737 FRAME: 0096

| CoCd | Location   | Street Address                 | City            | Crcy | Current APC  | Accumul. dep.  | Curr.bk.val. |
|------|------------|--------------------------------|-----------------|------|--------------|----------------|--------------|
| 2161 | USFL031902 | 410 HAMPTON ROAD               | WEST PALM BEACH | USD  | 10,412.03    | (1,292.76)     | 9,119.27     |
| 2161 | USFL031903 | 10000-WEST PALM BEACH-FRONTIER | WEST PALM BEACH | USD  | 67,817.75    | (31,761.75)    | 36,055.82    |
| 2161 | USFL032001 | 1075 PINECHASE AVE.            | WINSTON         | USD  | 42,836.40    | (20,077.82)    | 22,758.58    |
| 2161 | USGA032101 | ACWORTH, GA                    | ACWORTH         | USD  | 4,920.25     | (2,713.99)     | 2,206.26     |
| 2161 | USGA032201 | ROUTE 1 BOX 304                | ALAMO           | USD  | 43,925.28    | (13,656.47)    | 30,268.81    |
| 2161 | USGA032509 | 250 WILLIAMS STREET            | ATLANTA         | USD  | -            | -              | -            |
| 2161 | USGA032509 | 250 WILLIAMS STREET            | ATLANTA         | USD  | 225,587.79   | (45,809.66)    | 179,778.13   |
| 2161 | USGA032509 | 250 WILLIAMS STREET            | ATLANTA         | USD  | 1,212,637.06 | (182,078.02)   | 1,030,559.04 |
| 2161 | USGA032509 | 250 WILLIAMS STREET            | ATLANTA         | USD  | -            | -              | -            |
| 2161 | USGA032525 | 55 MARIETTA STREET N.W.        | ATLANTA         | USD  | 38.73        | (18.30)        | 20.43        |
| 2161 | USGA032528 | 5600 ROSWELL ROAD-SUITE 300N   | ATLANTA         | USD  | 16,615.99    | (4,230.15)     | 12,385.84    |
| 2161 | USGA032535 | ATLANTA, GA                    | ATLANTA         | USD  | 4,415,981.92 | (1,216,755.32) | 3,199,226.60 |
| 2161 | USGA032535 | ATLANTA, GA                    | ATLANTA         | USD  | 372,897.09   | (186,104.39)   | 186,792.70   |
| 2161 | USGA032701 | 544 BUCKHORN ROAD NE           | BAXLEY          | USD  | 23,976.07    | (11,131.22)    | 12,844.85    |
| 2161 | USGA033201 | 10816 OLD ATLANTA HIGHWAY      | COVINGTON       | USD  | 26,238.93    | (11,593.77)    | 14,645.16    |
| 2161 | USGA033301 | DALTON, GA                     | DALTON          | USD  | 5,185.80     | (2,860.48)     | 2,325.32     |
| 2161 | USGA033801 | ROUTE 1 BOX 845                | FOLKSTON        | USD  | 23,841.45    | (11,205.37)    | 12,636.08    |
| 2161 | USGA033901 | GAINESVILLE-GROVE & INDUSTRIAL | GAINESVILLE     | USD  | 32,173.42    | (15,604.19)    | 16,569.23    |
| 2161 | USGA034201 | 577 MULBERRY ST., STE 175      | MACON           | USD  | 1,683.96     | (209.08)       | 1,474.88     |
| 2161 | USGA034201 | 577 MULBERRY ST., STE 175      | MACON           | USD  | 151,324.68   | (34,095.95)    | 117,228.73   |
| 2161 | USGA034202 | 10000-MACON-FRONTIER           | MACON           | USD  | 79,238.51    | (37,081.29)    | 42,157.22    |
| 2161 | USGA034401 | 8036 HIGHWAY 11 SOUTH          | MONTICELLO      | USD  | 34,614.54    | (4,297.79)     | 30,316.75    |
| 2161 | USGA034401 | 8036 HIGHWAY 11 SOUTH          | MONTICELLO      | USD  | 45,676.47    | (13,832.34)    | 31,844.13    |
| 2161 | USGA034501 | 4060 HIGHWAY 80 W              | MONTROSE        | USD  | 61,082.94    | (7,361.35)     | 53,721.59    |
| 2161 | USGA034501 | 4060 HIGHWAY 80 W              | MONTROSE        | USD  | 31,634.33    | (12,085.40)    | 19,548.93    |
| 2161 | USGA034601 | 65 MAYO ROYAL ROAD             | NEWMAN          | USD  | 21,534.39    | (11,777.30)    | 9,757.09     |
| 2161 | USGA034801 | 5860 NORTH CAMPUS ROAD         | PATTERSON       | USD  | 24,457.40    | (11,444.07)    | 13,013.33    |
| 2161 | USIA035501 | ATLANTIC                       | ATLANTIC        | USD  | 8,614.12     | (4,202.24)     | 4,411.88     |
| 2161 | USIA036002 | DES MOINES                     | DES MOINES      | USD  | 2,284.66     | (248.22)       | 2,036.44     |
| 2161 | USIA036002 | DES MOINES                     | DES MOINES      | USD  | 689,576.62   | (190,382.85)   | 499,193.77   |
| 2161 | USIA036002 | DES MOINES                     | DES MOINES      | USD  | 122,064.23   | (38,400.49)    | 83,663.74    |
| 2161 | USIA036101 | HAMPTON                        | HAMPTON         | USD  | 8,820.68     | (4,316.16)     | 4,504.52     |
| 2161 | USIA036401 | "MCCALLSBURG, IA"              | MCCALLSBURG     | USD  | 8,820.68     | (4,316.16)     | 4,504.52     |
| 2161 | USIA036501 | "NORTHWOOD, IA"                | NORTHWOOD       | USD  | 8,555.11     | (4,169.66)     | 4,385.45     |
| 2161 | USIA036601 | "STUART, IA"                   | STUART          | USD  | 8,614.12     | (4,202.24)     | 4,411.88     |
| 2161 | USIL037401 | BREESE-CHERRY ST & CLINTON ST  | BREESE          | USD  | 164.13       | (38.79)        | 125.34       |
| 2161 | USIL037401 | BREESE-CHERRY ST & CLINTON ST  | BREESE          | USD  | 32,604.97    | (16,047.03)    | 16,557.94    |
| 2161 | USIL037705 | 101 NORTH WACKER DR            | CHICAGO         | USD  | 66,184.07    | (26,442.40)    | 39,741.67    |
| 2161 | USIL037705 | 101 NORTH WACKER DR            | CHICAGO         | USD  | 513,604.77   | (112,552.78)   | 401,051.99   |
| 2161 | USIL037705 | 101 NORTH WACKER DR            | CHICAGO         | USD  | 1,865,842.04 | (281,083.31)   | 1,584,758.73 |
| 2161 | USIL037711 | 175 WEST JACKSON               | CHICAGO         | USD  | -            | -              | -            |
| 2161 | USIL037714 | 20 N CLARK ST.                 | CHICAGO         | USD  | 1,991.71     | (941.68)       | 1,050.03     |
| 2161 | USIL037731 | "CHICAGO, IL"                  | CHICAGO         | USD  | 582.76       | (128.58)       | 454.18       |
| 2161 | USIL038401 | FARINA-EXIT RTE 37 & RTE 250   | FARINA          | USD  | 5,248.52     | (2,895.08)     | 2,353.44     |
| 2161 | USIL038401 | FARINA-EXIT RTE 37 & RTE 250   | FARINA          | USD  | 169.66       | (40.11)        | 129.55       |
| 2161 | USIL038601 | "GURNEE, IL"                   | FARINA          | USD  | 32,793.07    | (16,135.94)    | 16,657.13    |
| 2161 | USIL038701 | 1515 OLD DEERFIELD ROAD        | GURNEE          | USD  | 4,103.28     | (1,708.96)     | 2,394.32     |
| 2161 | USIL039502 | 1620 FRONTENAC RD              | HIGHLAND PARK   | USD  | 3,260.50     | (1,798.49)     | 1,462.01     |
| 2161 | USIL040301 | SCHNEIDER-HWY 41 & PARISH RD   | NAPERVILLE      | USD  | 23,052.14    | (7,629.31)     | 15,422.83    |
| 2161 | USIL040301 | SCHNEIDER-HWY 41 & PARISH RD   | SCHNEIDER       | USD  | 186.26       | (44.02)        | 142.24       |
| 2161 | USIL040301 | SCHNEIDER-HWY 41 & PARISH RD   | SCHNEIDER       | USD  | 25,051.23    | (12,114.48)    | 12,936.75    |
| 2161 | USIN040601 | ANNAPOLIS-COUNTY 350 & 1900E   | ANNAPOLIS       | USD  | 333.80       | (78.91)        | 254.89       |
| 2161 | USIN040601 | ANNAPOLIS-COUNTY 350 & 1900E   | ANNAPOLIS       | USD  | 32,665.81    | (16,071.62)    | 16,594.19    |
| 2161 | USIN040701 | BOWLING GREEN-COUNTY 250 & 700 | BOWLING GREEN   | USD  | 158.60       | (37.49)        | 121.11       |
| 2161 | USIN040701 | BOWLING GREEN-COUNTY 250 & 700 | BOWLING GREEN   | USD  | 32,521.97    | (16,000.74)    | 16,521.23    |
| 2161 | USIN040801 | "CEDAR LAKE, IN"               | CEDAR LAKE      | USD  | 4,333.81     | (2,390.53)     | 1,943.28     |
| 2161 | USIN040901 | CHESTERTON-BROADWAY NEAR WOOD  | CHESTERTON      | USD  | 29,886.64    | (14,498.91)    | 15,387.73    |
| 2161 | USIN041001 | CRAWFORDSVILLE-HWY 231 & I-74  | CRAWFORDSVILLE  | USD  | 149.38       | (35.31)        | 114.07       |
| 2161 | USIN041001 | CRAWFORDSVILLE-HWY 231 & I-74  | CRAWFORDSVILLE  | USD  | 24,245.32    | (11,721.02)    | 12,524.30    |
| 2161 | USIN041201 | "GREENSBURG, IN"               | GREENSBURG      | USD  | 11,424.65    | (6,301.81)     | 5,122.84     |
| 2161 | USIN041404 | 550 KENTUCKY AVENUE            | INDIANAPOLIS    | USD  | 218,719.37   | (65,721.78)    | 152,997.59   |
| 2161 | USIN041404 | 550 KENTUCKY AVENUE            | INDIANAPOLIS    | USD  | 437,692.17   | (208,387.73)   | 229,304.44   |
| 2161 | USIN041407 | 700 W. HENRY STREET            | INDIANAPOLIS    | USD  | 100,880.81   | (32,287.76)    | 68,593.05    |
| 2161 | USIN041407 | 700 W. HENRY STREET            | INDIANAPOLIS    | USD  | -            | -              | -            |
| 2161 | USIN041601 | "LINDEN, IN"                   | LINDEN          | USD  | 4,320.90     | (2,383.41)     | 1,937.49     |
| 2161 | USIN041801 | MONON-HWY 421 & RAILROAD ST.   | MONON           | USD  | 151.22       | (35.74)        | 115.48       |
| 2161 | USIN041801 | MONON-HWY 421 & RAILROAD ST.   | MONON           | USD  | 29,652.44    | (14,630.40)    | 15,022.04    |
| 2161 | USIN041901 | "SEYMOUR, IN"                  | SEYMOUR         | USD  | 4,614.12     | (2,545.13)     | 2,068.99     |
| 2161 | USIN042001 | 430 SOUTH ARNOLD STREET        | SOUTHBEND       | USD  | 8,944.23     | (2,691.06)     | 6,253.17     |
| 2161 | USIN042001 | 430 SOUTH ARNOLD STREET        | SOUTHBEND       | USD  | 54,404.90    | (28,292.68)    | 26,112.22    |
| 2161 | USKS042201 | ATWOOD-US-36 & E MI 66         | ATWOOD          | USD  | 147.53       | (34.88)        | 112.65       |
| 2161 | USKS042201 | ATWOOD-US-36 & E MI 66         | ATWOOD          | USD  | 28,719.28    | (13,885.71)    | 14,833.57    |
| 2161 | USKS042401 | CLAY CENTER-QUAIL & 20TH MI279 | CLAY CENTER     | USD  | 171.51       | (40.54)        | 130.97       |
| 2161 | USKS042401 | CLAY CENTER-QUAIL & 20TH MI279 | CLAY CENTER     | USD  | 28,900.01    | (14,003.66)    | 14,896.35    |
| 2161 | USKS042501 | FONTANA-OSAGE ST & DORMAN AVE. | FONTANA         | USD  | 71.92        | (17.01)        | 54.91        |
| 2161 | USKS042501 | FONTANA-OSAGE ST & DORMAN AVE. | FONTANA         | USD  | 44,420.55    | (21,564.53)    | 22,856.02    |
| 2161 | USKS043101 | NORTON-COUNTY RD & US-36 MI123 | NORTON          | USD  | 147.53       | (34.88)        | 112.65       |
| 2161 | USKS043101 | NORTON-COUNTY RD & US-36 MI123 | NORTON          | USD  | 48,446.38    | (25,074.41)    | 23,371.97    |
| 2161 | USKS043302 | 1550 S BROADWAY                | SALINA          | USD  | 3,983.41     | (1,647.94)     | 2,335.47     |
| 2161 | USKS043501 | SMITH CENTER-US-36 & E MI 179  | SMITH CENTER    | USD  | 156.75       | (37.07)        | 119.68       |
| 2161 | USKS043501 | SMITH CENTER-US-36 & E MI 179  | SMITH CENTER    | USD  | 31,645.98    | (14,124.70)    | 17,521.28    |
| 2161 | USKS043601 | ST.FRANCIS-US-36 & E OF MI 8   | ST. FRANCIS     | USD  | 147.53       | (34.88)        | 112.65       |
| 2161 | USKS043601 | ST.FRANCIS-US-36 & E OF MI 8   | ST. FRANCIS     | USD  | 203,489.99   | (91,240.07)    | 112,249.92   |
| 2161 | USKS043701 | TOPEKA-NW TAYLOR S KANSAS RIVE | TOPEKA          | USD  | 582,848.69   | (174,999.65)   | 407,849.04   |
| 2161 | USKS043701 | TOPEKA-NW TAYLOR S KANSAS RIVE | TOPEKA          | USD  | 264,546.89   | (127,373.85)   | 137,173.04   |
| 2161 | USKS043801 | 10000-TULSA1                   | TULSA           | USD  | 4,112.50     | (2,268.46)     | 1,844.04     |
| 2161 | USKS043802 | 10000-TULSA2                   | TULSA           | USD  | 4,057.18     | (2,237.93)     | 1,819.25     |
| 2161 | USKS043803 | 10000-TULSA3                   | TULSA           | USD  | 4,057.18     | (2,237.93)     | 1,819.25     |
| 2161 | USKS043901 | WAMEGO-SALZER N OF US-24       | WAMEGO          | USD  | 147.53       | (34.88)        | 112.65       |
| 2161 | USKS043901 | WAMEGO-SALZER N OF US-24       | WAMEGO          | USD  | 28,853.92    | (13,982.41)    | 14,871.51    |
| 2161 | USKY044201 | BOWLING GREEN, KY              | BOWLING GREEN   | USD  | 9,501.16     | (5,240.83)     | 4,260.33     |
| 2161 | USKY044502 | LOUISVILLE, KY                 | LOUISVILLE      | USD  | 722,159.01   | (204,420.87)   | 517,738.14   |
| 2161 | USKY044502 | LOUISVILLE, KY                 | LOUISVILLE      | USD  | 115,535.50   | (59,072.11)    | 56,463.39    |
| 2161 | USKY044701 | UPTON, KY                      | UPTON           | USD  | 4,778.24     | -              | 2,142.57     |

TRADEMARK

REEL: 003737 FRAME: 0097

| CoCd | Location   | Street Address                 | City              | Crcy | Current APC  | Accumul. dep. | Curr.bk.val. |
|------|------------|--------------------------------|-------------------|------|--------------|---------------|--------------|
| 2161 | USLA044801 | 1919 HUNTER ROAD               | BASILE            | USD  | 21,377.64    | (10,107.32)   | 11,270.32    |
| 2161 | USLA044901 | 10000-BATON ROUGE-FRONTIER     | BATON ROUGE       | USD  | 71,902.41    | (33,995.37)   | 37,907.04    |
| 2161 | USLA044902 | *445 NORTH BLVD., LOWER LEVEL* | BATON ROUGE       | USD  | 103,904.32   | (41,939.56)   | 61,964.76    |
| 2161 | USLA045001 | 10000-GRAMERCY-WILLIAMS        | GRAMERCY          | USD  | 24,695.30    | (11,411.38)   | 13,283.92    |
| 2161 | USLA045101 | HIGHWAY 43 NORTH               | GREENSBURG        | USD  | 24,142.04    | (11,400.48)   | 12,741.56    |
| 2161 | USLA045301 | 1479 A HIGHWAY 964             | JACKSON           | USD  | 302,978.13   | (135,983.11)  | 166,995.02   |
| 2161 | USLA045601 | 400 POYDRAS TEXACO BLD ST2108  | NEW ORLEANS       | USD  | 10,954.38    | (2,788.80)    | 8,165.58     |
| 2161 | USLA045603 | 10000-NEW ORLEANS-FRONTIER     | NEW ORLEANS       | USD  | 742,752.38   | (204,782.38)  | 537,971.80   |
| 2161 | USLA045603 | 10000-NEW ORLEANS-FRONTIER     | NEW ORLEANS       | USD  | 92,339.55    | (39,571.83)   | 52,767.72    |
| 2161 | USLA045604 | *1250 POYDRAS ST., STE.400*    | NEW ORLEANS       | USD  | 78,279.44    | (13,125.22)   | 65,154.22    |
| 2161 | USLA045604 | *1250 POYDRAS ST., STE.400*    | NEW ORLEANS       | USD  | 43,516.93    | (17,546.57)   | 25,970.36    |
| 2161 | USLA045701 | 17329 HIGHWAY 171 NORTH        | RAGLEY            | USD  | 22,480.46    | (10,628.74)   | 11,851.72    |
| 2161 | USLA045901 | 2343 HIGHWAY 359               | WASHINGTON        | USD  | 23,033.72    | (10,890.29)   | 12,143.43    |
| 2161 | USLA046001 | 10000-WHITE KITCHEN-WILLIAMS   | WHITE KITCHEN     | USD  | 97,851.74    | (45,212.50)   | 52,639.24    |
| 2161 | USLA046101 | 1479-A HIGHWAY 964             | ZACHARY           | USD  | 44,893.41    | (3,528.18)    | 41,365.23    |
| 2161 | USMA046402 | 230 CONGRESS ST SUITE 702      | BOSTON            | USD  | 58,626.51    | (25,410.18)   | 33,216.33    |
| 2161 | USMA046402 | 230 CONGRESS ST SUITE 702      | BOSTON            | USD  | 547,356.53   | (125,416.40)  | 421,940.13   |
| 2161 | USMA046402 | 230 CONGRESS ST SUITE 702      | BOSTON            | USD  | -            | -             | -            |
| 2161 | USMA046408 | *230 CONGRESS ST., STE 702*    | BOSTON            | USD  | 480,722.56   | (132,417.36)  | 348,305.20   |
| 2161 | USMA046408 | *230 CONGRESS ST., STE 702*    | BOSTON            | USD  | 445,432.92   | (206,323.47)  | 239,109.45   |
| 2161 | USMA046501 | *BOSTON PROVIDENCE, MA*        | BOSTON PROVIDENCE | USD  | 34,111.65    | (18,609.92)   | 15,501.73    |
| 2161 | USMA046901 | 456 HOUSATONIC STREET          | DALTON            | USD  | 26,308.95    | (11,952.49)   | 14,356.46    |
| 2161 | USMA047201 | 825 WAVERLY STREET             | FRAMINGHAM        | USD  | 36,040.64    | (16,833.45)   | 19,207.19    |
| 2161 | USMA048703 | *SPRINGFIELD, MA*              | SPRINGFIELD       | USD  | 20,676.85    | (11,397.77)   | 9,279.08     |
| 2161 | USMA049201 | 8 WILLIAMS RIDING WAY          | WESTFIELD         | USD  | 34,131.94    | (16,840.90)   | 17,291.04    |
| 2161 | USMA049401 | WORCESTER-GENESSEE BY JAMES ST | WORCHESTER        | USD  | 26,391.94    | (11,991.73)   | 14,400.21    |
| 2161 | USMD049505 | BALTIMORE-SAINT PAUL & LANVALE | BALTIMORE         | USD  | 8,944.23     | (2,691.06)    | 6,253.17     |
| 2161 | USMD049505 | BALTIMORE-SAINT PAUL & LANVALE | BALTIMORE         | USD  | 91,030.14    | (46,124.81)   | 44,905.33    |
| 2161 | USMD050701 | *10000-PERRYVILLE, MD*         | *PERRYVILLE, MD*  | USD  | 27,050.31    | (13,184.31)   | 13,866.00    |
| 2161 | USMD051001 | 8730 GEORGIA AVENUE            | SILVER SPRING     | USD  | 4,094.06     | (1,693.72)    | 2,400.34     |
| 2161 | USMI051801 | 175 MAIN STREET                | BATTLE CREEK      | USD  | 12.91        | (6.10)        | 6.81         |
| 2161 | USMI051802 | 114 ANGELL STREET              | BATTLE CREEK      | USD  | 8,944.23     | (2,691.06)    | 6,253.17     |
| 2161 | USMI051802 | 114 ANGELL STREET              | BATTLE CREEK      | USD  | 217,333.10   | (105,960.77)  | 111,372.33   |
| 2161 | USMI052001 | 30300 TELEGRAPH ROAD           | BINGHAM FARMS     | USD  | -            | -             | -            |
| 2161 | USMI052001 | 30300 TELEGRAPH ROAD           | BINGHAM FARMS     | USD  | -            | -             | -            |
| 2161 | USMI052001 | 30300 TELEGRAPH ROAD           | BINGHAM FARMS     | USD  | -            | -             | -            |
| 2161 | USMI052202 | 17651 MICHIGAN AVENUE          | DEARBORN          | USD  | 6,085.77     | (2,237.94)    | 3,847.83     |
| 2161 | USMI052306 | 5664 COMMERCIAL STREET         | DETROIT           | USD  | 8,944.23     | (2,691.06)    | 6,253.17     |
| 2161 | USMI052306 | 5664 COMMERCIAL STREET         | DETROIT           | USD  | 129,043.43   | (52,926.01)   | 76,117.42    |
| 2161 | USMI052701 | FRANCISCO-OFF I-94 & CHELSEA   | FRANCISCO         | USD  | 30,447.28    | (14,524.91)   | 15,922.37    |
| 2161 | USMI053102 | *JACKSON, MI*                  | JACKSON           | USD  | 256.34       | (141.40)      | 114.94       |
| 2161 | USMI053202 | *KALAMAZOO, MI*                | KALAMAZOO         | USD  | 884,544.17   | (244,055.66)  | 640,488.51   |
| 2161 | USMI053202 | *KALAMAZOO, MI*                | KALAMAZOO         | USD  | 5,219.00     | (2,878.78)    | 2,340.22     |
| 2161 | USMI054301 | 100 GALLERIA SUITE 414         | SOUTHFIELD        | USD  | 67,638.66    | (27,207.04)   | 40,431.62    |
| 2161 | USMI054305 | 200 GALLERIA                   | SOUTHFIELD        | USD  | 8,003.70     | (2,207.41)    | 5,796.29     |
| 2161 | USMI054305 | 200 GALLERIA                   | SOUTHFIELD        | USD  | 330,467.71   | (153,290.31)  | 177,177.40   |
| 2161 | USMI054305 | 200 GALLERIA                   | SOUTHFIELD        | USD  | -            | (114.34)      | -            |
| 2161 | USMI054305 | 200 GALLERIA                   | SOUTHFIELD        | USD  | 27,218.60    | (11,160.86)   | 16,057.74    |
| 2161 | USMI054305 | 200 GALLERIA                   | SOUTHFIELD        | USD  | 174,884.99   | (31,125.04)   | 143,759.95   |
| 2161 | USMI054305 | 200 GALLERIA                   | SOUTHFIELD        | USD  | 85,425.70    | (63,165.48)   | 22,260.22    |
| 2161 | USMI054305 | 200 GALLERIA                   | SOUTHFIELD        | USD  | 787.46       | (186.16)      | 601.30       |
| 2161 | USMI054305 | 200 GALLERIA                   | SOUTHFIELD        | USD  | 907,346.17   | (276,983.15)  | 630,363.02   |
| 2161 | USMI054305 | 200 GALLERIA                   | SOUTHFIELD        | USD  | -            | -             | -            |
| 2161 | USMI054309 | 24725 W 12 MILE RD SUITE 200   | SOUTHFIELD        | USD  | 20,839.14    | (5,305.30)    | 15,533.84    |
| 2161 | USMI054601 | 56889 N. MAIN STREET           | THREE RIVERS      | USD  | 40,663.98    | (19,589.79)   | 21,074.19    |
| 2161 | USMN055901 | *EUREKA CENTER, MN*            | EUREKA CENTER     | USD  | 9,091.76     | (4,432.62)    | 4,659.14     |
| 2161 | USMN056101 | LAKEVILLE CENTRAL OFFICE       | LAKEVILLE         | USD  | 114.34       | (27.03)       | 87.31        |
| 2161 | USMN056101 | LAKEVILLE CENTRAL OFFICE       | LAKEVILLE         | USD  | 7,188.57     | (2,897.27)    | 4,291.30     |
| 2161 | USMN056409 | 331 2ND AVE S                  | MINNEAPOLIS       | USD  | 40,178.96    | (10,228.90)   | 29,950.06    |
| 2161 | USMN056409 | 331 2ND AVE S                  | MINNEAPOLIS       | USD  | 165,103.39   | (44,685.65)   | 120,417.74   |
| 2161 | USMN056409 | 331 2ND AVE S                  | MINNEAPOLIS       | USD  | -            | -             | -            |
| 2161 | USMN056410 | 511 11TH AVENUE SOUTH STE 180  | MINNEAPOLIS       | USD  | 958.52       | (64.91)       | 893.61       |
| 2161 | USMN056410 | 511 11TH AVENUE SOUTH STE 180  | MINNEAPOLIS       | USD  | 45,248.59    | (11,469.08)   | 33,779.51    |
| 2161 | USMN056410 | 511 11TH AVENUE SOUTH STE 180  | MINNEAPOLIS       | USD  | 24,173.13    | (8,355.88)    | 15,817.25    |
| 2161 | USMN056416 | *MINNEAPOLIS, MN*              | MINNEAPOLIS       | USD  | 605,513.68   | (181,682.89)  | 423,830.79   |
| 2161 | USMN056416 | *MINNEAPOLIS, MN*              | MINNEAPOLIS       | USD  | 51,837.81    | (27,174.59)   | 24,663.22    |
| 2161 | USMN056501 | *OWATONNA, MN*                 | OWATONNA          | USD  | 30,913.85    | (16,884.58)   | 14,029.27    |
| 2161 | USMO057501 | ARGYLE-OFF HWY T S OF US-63    | ARGYLE            | USD  | 31,852.52    | (15,638.15)   | 16,214.37    |
| 2161 | USMO057701 | CHILHOWEE-SW 971 RTE 2 & RTE13 | CHILHOWEE         | USD  | 32,505.36    | (15,946.84)   | 16,558.52    |
| 2161 | USMO058501 | 1100 MAIN STREET               | KANSAS CITY       | USD  | 57.17        | (57.17)       | -            |
| 2161 | USMO058501 | 1100 MAIN STREET               | KANSAS CITY       | USD  | 2,294.75     | (249.33)      | 2,045.42     |
| 2161 | USMO058501 | 1100 MAIN STREET               | KANSAS CITY       | USD  | 581,605.00   | (174,558.68)  | 407,046.32   |
| 2161 | USMO058501 | 1100 MAIN STREET               | KANSAS CITY       | USD  | 1,472,182.29 | (578,966.83)  | 893,215.46   |
| 2161 | USMO058501 | 1100 MAIN STREET               | KANSAS CITY       | USD  | -            | -             | -            |
| 2161 | USMO058502 | 127 WEST 10TH ST               | KANSAS CITY       | USD  | 94.05        | (22.24)       | 71.81        |
| 2161 | USMO058503 | 1301 W. 25TH ST.               | KANSAS CITY       | USD  | 2,249.89     | (827.35)      | 1,422.54     |
| 2161 | USMO058515 | *KANSAS CITY, MO*              | KANSAS CITY       | USD  | 487,177.26   | (146,389.39)  | 340,787.87   |
| 2161 | USMO058515 | *KANSAS CITY, MO*              | KANSAS CITY       | USD  | 181,693.25   | (94,777.98)   | 86,915.27    |
| 2161 | USMO058911 | 511 WITHERS AVENUE             | ST LOUIS          | USD  | 158,878.38   | (47,613.09)   | 111,265.29   |
| 2161 | USMO058911 | 511 WITHERS AVENUE             | ST LOUIS          | USD  | -            | -             | -            |
| 2161 | USMO058914 | 900 WALNUT                     | ST LOUIS          | USD  | -            | -             | -            |
| 2161 | USMO058915 | ONE MERCHANTILE CTR SUITE 2310 | ST LOUIS          | USD  | 15,878.32    | (4,042.37)    | 11,835.95    |
| 2161 | USMO058915 | ONE MERCHANTILE CTR SUITE 2310 | ST LOUIS          | USD  | 167.82       | (61.72)       | 106.10       |
| 2161 | USMO058916 | ST.LOUIS-FERRY ST TURNS GRAVEL | ST LOUIS          | USD  | 471,209.17   | (141,574.46)  | 329,634.71   |
| 2161 | USMO058916 | ST.LOUIS-FERRY ST TURNS GRAVEL | ST LOUIS          | USD  | 306,350.38   | (148,416.64)  | 157,933.74   |
| 2161 | USMO059101 | STOVER-HICKORY ST & RTE 52     | STOVER            | USD  | 31,815.65    | (15,620.74)   | 16,194.91    |
| 2161 | USMO059201 | UNION-US-50 & JEFFRIESBURG RD  | UNION             | USD  | 31,918.92    | (15,669.59)   | 16,249.33    |
| 2161 | USMS059601 | 10000-HARRISON-WILLIAMS        | HARRISON          | USD  | 14,616.20    | (2,570.85)    | 12,045.35    |
| 2161 | USMS059601 | 10000-HARRISON-WILLIAMS        | HARRISON          | USD  | 24,828.07    | (11,270.91)   | 13,557.16    |
| 2161 | USMS059601 | 10000-HARRISON-WILLIAMS        | HARRISON          | USD  | -            | -             | -            |
| 2161 | USMS059804 | 10000-JACKSON-WILLIAMS         | JACKSON           | USD  | 20,682.39    | (9,713.65)    | 10,968.74    |
| 2161 | USMS059805 | 111 E. CAPITOL STREET          | JACKSON           | USD  | -            | -             | -            |
| 2161 | USMS059901 | 10000-MILLER CREEK-WILLIAMS    | MILLER CREEK      | USD  | 20,842.82    | (9,789.51)    | 11,053.31    |
| 2161 | USMS060001 | 240 VVYX LANE                  | QUITMAN           | USD  | 20,920.28    | (9,490.60)    | 11,429.68    |

TRADEMARK

REEL: 003737 FRAME: 0098

| CoCd | Location   | Street Address                 | City             | Crcy | Current APC  | Accumul. dep. | Curr.bk.val. |
|------|------------|--------------------------------|------------------|------|--------------|---------------|--------------|
| 2161 | USMS060201 | 1666 BONNER ROAD               | SANDERSVILLE     | USD  | 22,248.07    | (10,505.02)   | 11,743.05    |
| 2161 | USMS060301 | 11 KELLY CREEK ROAD            | SEINARY          | USD  | 256,700.23   | (116,092.81)  | 140,607.42   |
| 2161 | USMS060401 | 967 HIGHWAY 583                | TYLERTOWN        | USD  | 16,966.38    | (9,257.59)    | 7,708.79     |
| 2161 | USMT060602 | 222 N 32ND STREET SUITE 902    | BILLINGS         | USD  | 1,438.45     | (744.61)      | 693.84       |
| 2161 | USMT060801 | "2210 N COOK, SUITE 2"         | HELENA           | USD  | 8,354.10     | (4,808.11)    | 3,745.99     |
| 2161 | USMT060901 | "LAUREL, MT"                   | LAUREL           | USD  | 8,663.92     | (4,779.00)    | 3,884.92     |
| 2161 | USNC061001 | BRANCHVILLE-HWY 186 & HWY 35   | BRANCHVILLE      | USD  | 31,590.66    | (15,321.84)   | 16,268.82    |
| 2161 | USNC061204 | 709 W. 4TH STREET              | CHARLOTTE        | USD  | 1,200,435.29 | (339,830.99)  | 860,604.30   |
| 2161 | USNC061204 | 709 W. 4TH STREET              | CHARLOTTE        | USD  | 324,774.68   | (157,180.27)  | 167,594.41   |
| 2161 | USNC061206 | "701 EAST TRADE STREET, SUITE  | CHARLOTTE        | USD  | 54,999.25    | (24,589.07)   | 30,410.18    |
| 2161 | USNC061206 | "701 EAST TRADE STREET, SUITE  | CHARLOTTE        | USD  | -            | -             | -            |
| 2161 | USNC061403 | 115 W. FLORIDA STREET          | GREENSBORO       | USD  | 8,944.23     | (2,691.06)    | 6,253.17     |
| 2161 | USNC061403 | 115 W. FLORIDA STREET          | GREENSBORO       | USD  | 48,505.37    | (24,508.70)   | 23,996.67    |
| 2161 | USNC061501 | GULF-NEAR HWY 2139 & 2140      | GULF             | USD  | 34,596.67    | (17,045.79)   | 17,550.88    |
| 2161 | USNC061801 | MOCKSVILLE-MILLING & CORNATZE  | MOCKSVILLE       | USD  | 37,226.44    | (17,979.62)   | 19,246.82    |
| 2161 | USNC061902 | 115 NORTH HARRINGTON STREET    | RALEIGH          | USD  | 279,389.92   | (135,729.80)  | 143,660.32   |
| 2161 | USNC062001 | ROCKY MOUNT-EXIT 138 & S FALLS | ROCKY MOUNT      | USD  | 40,394.73    | (20,118.83)   | 20,275.90    |
| 2161 | USNE062601 | 540 S. 2ND STREET              | LINCOLN          | USD  | 8,944.23     | (2,691.06)    | 6,253.17     |
| 2161 | USNE062601 | 540 S. 2ND STREET              | LINCOLN          | USD  | 30,253.63    | (16,512.26)   | 13,741.37    |
| 2161 | USNE062702 | "OMAHA, NE"                    | OMAHA            | USD  | 285,191.06   | (85,700.48)   | 199,490.58   |
| 2161 | USNE062702 | "OMAHA, NE"                    | OMAHA            | USD  | 35,452.97    | (16,973.35)   | 18,479.62    |
| 2161 | USNE062702 | "OMAHA, NE"                    | OMAHA            | USD  | -            | -             | -            |
| 2161 | USNE062901 | "SABETHA, NE"                  | SABETHA          | USD  | 4,615.97     | (2,546.17)    | 2,069.80     |
| 2161 | USNE063001 | "TECUMSEH, NE"                 | TECUMSEH         | USD  | 8,625.19     | (4,200.68)    | 4,424.51     |
| 2161 | USNJ065401 | 7 GIRALDA FARMS                | MADISON          | USD  | -            | -             | -            |
| 2161 | USNJ065901 | 1085 RAYMOND BLVD.             | NEWARK           | USD  | 896,464.90   | (302,464.76)  | 594,000.14   |
| 2161 | USNJ065901 | 1085 RAYMOND BLVD.             | NEWARK           | USD  | -            | -             | -            |
| 2161 | USNJ065903 | 165 HALSEY STREET              | NEWARK           | USD  | 39,485.71    | (3,927.71)    | 35,558.00    |
| 2161 | USNJ065903 | 165 HALSEY STREET              | NEWARK           | USD  | -            | -             | -            |
| 2161 | USNJ065904 | 744 BROAD STREET               | NEWARK           | USD  | 337,524.46   | (101,423.72)  | 236,100.74   |
| 2161 | USNJ065904 | 744 BROAD STREET               | NEWARK           | USD  | 67,574.11    | (34,612.11)   | 32,962.00    |
| 2161 | USNJ065906 | CTI-IT                         | NEWARK           | USD  | 186.75       | (61.03)       | 125.72       |
| 2161 | USNJ066801 | 27 HOBBS STREET                | TRENTON          | USD  | 8,944.23     | (2,691.06)    | 6,253.17     |
| 2161 | USNJ066801 | 27 HOBBS STREET                | TRENTON          | USD  | 56,097.84    | (29,089.86)   | 27,007.98    |
| 2161 | USNM067501 | 3451 CANDELARIA NE             | ALBUQUERQUE      | USD  | 8,592.36     | (219.40)      | 8,372.96     |
| 2161 | USNM067501 | 3451 CANDELARIA NE             | ALBUQUERQUE      | USD  | 7,358.24     | (3,478.97)    | 3,879.27     |
| 2161 | USNM067502 | "ALBUQUERQUE, NM"              | ALBUQUERQUE      | USD  | 17,611.84    | (5,298.89)    | 12,312.95    |
| 2161 | USNM067502 | "ALBUQUERQUE, NM"              | ALBUQUERQUE      | USD  | 44,370.83    | (24,287.64)   | 20,083.19    |
| 2161 | USNM067503 | 104 GOLD AVENUE                | ALBUQUERQUE      | USD  | 123.56       | (51.09)       | 72.47        |
| 2161 | USNM067601 | "BERNARDO, NM"                 | BERNARDO         | USD  | 26,808.73    | (13,276.31)   | 13,532.42    |
| 2161 | USNM067701 | "BOSQUE, NM"                   | BOSQUE           | USD  | 26,862.20    | (13,305.81)   | 13,556.39    |
| 2161 | USNM067801 | "DONA ANA, NM"                 | DONA ANA         | USD  | 27,113.01    | (13,444.15)   | 13,668.86    |
| 2161 | USNM067901 | "GAGE-OFF I-10, EXIT 62"       | GAGE             | USD  | 28,800.42    | (14,209.08)   | 14,591.34    |
| 2161 | USNM068001 | "GARY-OFF I-10, EXIT 15"       | GARY             | USD  | 603,479.70   | (181,545.65)  | 421,934.05   |
| 2161 | USNM068001 | "GARY-OFF I-10, EXIT 15"       | GARY             | USD  | 50,722.04    | (26,350.64)   | 24,371.40    |
| 2161 | USNM068101 | "LAMY, NM"                     | LAMY             | USD  | 8,944.23     | (2,691.06)    | 6,253.17     |
| 2161 | USNM068101 | "LAMY, NM"                     | LAMY             | USD  | 26,812.41    | (13,278.34)   | 13,534.07    |
| 2161 | USNM068201 | "LAS VEGAS, NM"                | LAS VEGAS        | USD  | 7,627.50     | (4,207.32)    | 3,420.18     |
| 2161 | USNM068301 | "MT. ADEN-OFF I-10, EXIT 116"  | MT. ADEN         | USD  | 28,509.05    | (14,086.31)   | 14,422.74    |
| 2161 | USNM068401 | "RANCHO DE LA FE, NM"          | RANCHO DE LA FE  | USD  | 26,899.09    | (13,326.15)   | 13,572.94    |
| 2161 | USNM068501 | "RATON, NM"                    | RATON            | USD  | 139,380.40   | (68,803.28)   | 70,577.12    |
| 2161 | USNM068601 | "WAGON MOUND, NM"              | WAGON MOUND      | USD  | 26,899.09    | (13,326.15)   | 13,572.94    |
| 2161 | USNM068701 | "WILCOX, NM"                   | WILCOX           | USD  | 193.64       | (106.81)      | 86.83        |
| 2161 | USNV068801 | DEETH-OFF I-80                 | DEETH            | USD  | 30,026.80    | (14,813.54)   | 15,213.26    |
| 2161 | USNV068901 | HAZEN-CALIFORNIA ROAD          | HAZEN            | USD  | 30,024.97    | (14,821.62)   | 15,203.35    |
| 2161 | USNV069001 | 2080 EAST FLAMINGO             | LAS VEGAS        | USD  | 21,447.71    | (10,006.37)   | 11,441.34    |
| 2161 | USNV069101 | LOVELOCK-UP VALLEY & IRISH AME | LOVELOCK         | USD  | 29,982.54    | (14,719.65)   | 15,262.89    |
| 2161 | USNV069201 | MOTE-EXIT 220 OFF I-80         | MOTE             | USD  | 220,727.39   | (99,801.63)   | 120,925.76   |
| 2161 | USNV069301 | PALISADES-OFF HIGHWAY 278      | PALISADES        | USD  | 52,088.62    | (27,107.88)   | 24,980.74    |
| 2161 | USNV069401 | RENO                           | RENO             | USD  | 309.82       | (113.93)      | 195.89       |
| 2161 | USNV069402 | 200 S VIRGINIA ST. STE. 603    | RENO             | USD  | 270,589.49   | (81,315.57)   | 189,273.92   |
| 2161 | USNV069402 | 200 S VIRGINIA ST. STE. 603    | RENO             | USD  | 332,206.03   | (149,742.69)  | 182,463.34   |
| 2161 | USNV069501 | ROSE CREEK-RR ACCESS&HERSCHELL | ROSE CREEK       | USD  | 28,580.96    | (14,129.94)   | 14,451.02    |
| 2161 | USNV069601 | "SAGE, NV"                     | SAGE             | USD  | 193.64       | (106.80)      | 86.84        |
| 2161 | USNY069801 | 11 NORTH PEARL STREET          | ALBANY           | USD  | -            | -             | -            |
| 2161 | USNY069801 | 11 NORTH PEARL STREET          | ALBANY           | USD  | 369,460.79   | (154,793.56)  | 214,667.23   |
| 2161 | USNY070607 | 715 DELAWARE AVENUE            | BUFFALO          | USD  | 589.55       | (73.13)       | 516.42       |
| 2161 | USNY070607 | 715 DELAWARE AVENUE            | BUFFALO          | USD  | 8,372.54     | (1,979.26)    | 6,393.28     |
| 2161 | USNY070607 | 715 DELAWARE AVENUE            | BUFFALO          | USD  | 177,003.91   | (28,890.89)   | 148,113.02   |
| 2161 | USNY070607 | 715 DELAWARE AVENUE            | BUFFALO          | USD  | -            | -             | -            |
| 2161 | USNY070608 | "BUFFALO, NY"                  | BUFFALO          | USD  | 542,518.81   | (163,021.83)  | 379,496.98   |
| 2161 | USNY070608 | "BUFFALO, NY"                  | BUFFALO          | USD  | 249,926.86   | (110,994.29)  | 138,932.57   |
| 2161 | USNY070701 | BUFFALO JCT-HARLEM BY HWY YARD | BUFFALO JUNCTION | USD  | 352,144.47   | (105,814.15)  | 246,330.32   |
| 2161 | USNY070701 | BUFFALO JCT-HARLEM BY HWY YARD | BUFFALO JUNCTION | USD  | 62,976.62    | (32,619.93)   | 30,356.69    |
| 2161 | USNY071101 | 715 ROUTE 22                   | CHESTERFIELD     | USD  | 526,573.72   | (124,298.87)  | 402,274.85   |
| 2161 | USNY071101 | 715 ROUTE 22                   | CHESTERFIELD     | USD  | 6,305.22     | (2,318.63)    | 3,986.59     |
| 2161 | USNY071601 | DUNKIRK-RTE 90 EXIT 59         | DUNKIRK          | USD  | 28,370.73    | (13,756.01)   | 14,614.72    |
| 2161 | USNY071901 | EDEN ANGOLA-RTE 90 EXIT 57 A   | EDEN ANGOLA      | USD  | 38,862.24    | (19,576.67)   | 19,285.57    |
| 2161 | USNY073601 | 1649 FRONT STREET - ROUTE 9    | KEESEVILLE       | USD  | 123.56       | (45.45)       | 78.11        |
| 2161 | USNY074201 | MOHAWK RIVER-RTE 90 MI 187.1   | MOHAWK RIVER     | USD  | 33,597.11    | (16,353.95)   | 17,243.16    |
| 2161 | USNY074302 | "MONROE, NY"                   | MONROE           | USD  | 3,732.60     | (1,626.61)    | 2,105.99     |
| 2161 | USNY074501 | "NEW PALTZ (ALBANY), NY"       | NEW PALTZ        | USD  | 221.31       | (221.31)      | -            |
| 2161 | USNY074501 | "NEW PALTZ (ALBANY), NY"       | NEW PALTZ        | USD  | 275,116.48   | (82,666.01)   | 192,450.47   |
| 2161 | USNY074501 | "NEW PALTZ (ALBANY), NY"       | NEW PALTZ        | USD  | 127,766.06   | (67,707.20)   | 60,058.86    |
| 2161 | USNY074709 | 104 BROAD STREET               | NEW YORK         | USD  | 1,809.13     | (665.29)      | 1,143.84     |
| 2161 | USNY074712 | 111 8TH AVENUE                 | NEW YORK         | USD  | 874,855.76   | (240,963.69)  | 633,892.07   |
| 2161 | USNY074712 | 111 8TH AVENUE                 | NEW YORK         | USD  | 340,993.07   | (101,732.59)  | 239,260.48   |
| 2161 | USNY074712 | 111 8TH AVENUE                 | NEW YORK         | USD  | -            | -             | -            |
| 2161 | USNY074714 | 111 EIGHTH STREET              | NEW YORK         | USD  | 214,918.32   | (93,911.96)   | 121,006.36   |
| 2161 | USNY074745 | "295 GREENWICH ST., BOX 415"   | NEW YORK         | USD  | 5.53         | (2.28)        | 3.25         |
| 2161 | USNY074772 | 60 HUDSON ST.                  | NEW YORK         | USD  | 44,973.00    | (1,216.33)    | 43,756.67    |
| 2161 | USNY074772 | 60 HUDSON ST.                  | NEW YORK         | USD  | 314,348.30   | (44,075.02)   | 270,273.28   |
| 2161 | USNY074772 | 60 HUDSON ST.                  | NEW YORK         | USD  | -            | -             | -            |
| 2161 | USNY074772 | 60 HUDSON ST.                  | NEW YORK         | USD  | -            | -             | -            |

TRADEMARK

REEL: 003737 FRAME: 0099

| CoCd | Location   | Street Address                  | City           | Crcy | Current APC  | Accumul. dep.  | Curr.bk.val. |
|------|------------|---------------------------------|----------------|------|--------------|----------------|--------------|
| 2161 | USNY074776 | "75 BROAD ST., B1 FLOOR"        | NEW YORK       | USD  | 1,174.74     | (259.20)       | 915.54       |
| 2161 | USNY074778 | 76 9TH AVENUE                   | NEW YORK       | USD  | 746,973.05   | (307,465.36)   | 439,507.69   |
| 2161 | USNY074779 | 80 PINE STREET                  | NEW YORK       | USD  | 24,793.04    | (10,256.85)    | 14,536.19    |
| 2161 | USNY074785 | "CTI-IT NETWORK ENG, NEW YORK"  | NEW YORK       | USD  | 2,795,272.73 | (1,158,327.51) | 1,636,945.22 |
| 2161 | USNY074785 | "CTI-IT NETWORK ENG, NEW YORK"  | NEW YORK       | USD  | -            | -              | -            |
| 2161 | USNY075401 | 800 WASHINGTON STREET           | POUGHKEEPSIE   | USD  | 2,474.89     | (967.25)       | 1,507.64     |
| 2161 | USNY075403 | "POUGHKEEPSIE, NY"              | POUGHKEEPSIE   | USD  | 8,944.23     | (2,691.06)     | 6,253.17     |
| 2161 | USNY075403 | "POUGHKEEPSIE, NY"              | POUGHKEEPSIE   | USD  | 20,641.82    | (11,347.08)    | 9,294.74     |
| 2161 | USNY075601 | 362 BIG BOOM RD.                | QUEENSBURY     | USD  | 6,141.09     | (2,258.30)     | 3,882.79     |
| 2161 | USNY075707 | 175 SULLY'S TRAIL               | ROCHESTER      | USD  | 111,387.96   | -              | 111,387.96   |
| 2161 | USNY075707 | 175 SULLY'S TRAIL               | ROCHESTER      | USD  | 580.91       | (480.65)       | 100.26       |
| 2161 | USNY075708 | 180 SOUTH CLINTON               | ROCHESTER      | USD  | -            | -              | -            |
| 2161 | USNY075708 | 180 SOUTH CLINTON               | ROCHESTER      | USD  | -            | -              | -            |
| 2161 | USNY075708 | 180 SOUTH CLINTON               | ROCHESTER      | USD  | -            | -              | -            |
| 2161 | USNY075711 | 2060 BRIGHTON-HENRIETTA TL RD   | ROCHESTER      | USD  | -            | -              | -            |
| 2161 | USNY075719 | 435 WEST COMMERCIAL STREET      | ROCHESTER      | USD  | 2,326.12     | (1,144.44)     | 1,181.68     |
| 2161 | USNY075719 | 435 WEST COMMERCIAL STREET      | ROCHESTER      | USD  | 2,174.27     | (1,798.98)     | 375.29       |
| 2161 | USNY075719 | 435 WEST COMMERCIAL STREET      | ROCHESTER      | USD  | 284,362.43   | (62,782.92)    | 221,579.51   |
| 2161 | USNY075719 | 435 WEST COMMERCIAL STREET      | ROCHESTER      | USD  | -            | -              | -            |
| 2161 | USNY075719 | 435 WEST COMMERCIAL STREET      | ROCHESTER      | USD  | -            | -              | -            |
| 2161 | USNY075723 | 95 N FITZHUGH STREET            | ROCHESTER      | USD  | 103,738.36   | (31,211.95)    | 72,526.41    |
| 2161 | USNY075723 | 95 N FITZHUGH STREET            | ROCHESTER      | USD  | 2,010.15     | (2,010.15)     | -            |
| 2161 | USNY075723 | 95 N FITZHUGH STREET            | ROCHESTER      | USD  | 71,107.56    | (40,865.64)    | 30,241.92    |
| 2161 | USNY075723 | 95 N FITZHUGH STREET            | ROCHESTER      | USD  | 31,347.41    | (31,347.41)    | -            |
| 2161 | USNY075723 | 95 N FITZHUGH STREET            | ROCHESTER      | USD  | -            | -              | -            |
| 2161 | USNY075723 | 95 N FITZHUGH STREET            | ROCHESTER      | USD  | -            | -              | -            |
| 2161 | USNY075723 | 95 N FITZHUGH STREET            | ROCHESTER      | USD  | 2,389,924.46 | (709,680.54)   | 1,680,243.92 |
| 2161 | USNY075723 | 95 N FITZHUGH STREET            | ROCHESTER      | USD  | 2,877,815.48 | (1,311,636.93) | 1,566,178.55 |
| 2161 | USNY075723 | 95 N FITZHUGH STREET            | ROCHESTER      | USD  | -            | -              | -            |
| 2161 | USNY075727 | ROCHESTER JCT-EXIT 46 RTE 90 E  | ROCHESTER      | USD  | 61,232.04    | (30,394.60)    | 30,837.44    |
| 2161 | USNY075801 | 701 ROUTE 276                   | ROUSES POINT   | USD  | 4,946.06     | (1,818.82)     | 3,127.24     |
| 2161 | USNY075901 | "SAUGERTIES, NY"                | SAUGERTIES     | USD  | 14,141.12    | (6,949.13)     | 7,191.99     |
| 2161 | USNY076001 | US RTE 9/NYS ROUTE 94           | SCHROON        | USD  | 7,022.61     | (2,582.43)     | 4,440.18     |
| 2161 | USNY076101 | 33 PRECISION DRIVE              | SHIRLEY        | USD  | 60,643.87    | (20,055.63)    | 40,588.24    |
| 2161 | USNY076201 | "SPRING VALLEY, NY"             | SPRING VALLEY  | USD  | 3,579.54     | (1,974.47)     | 1,605.07     |
| 2161 | USNY076502 | "109 S WARREN ST, STATE TOWER10 | SYRACUSE       | USD  | 23,046.59    | (9,379.70)     | 13,666.89    |
| 2161 | USNY076504 | "SYRACUSE, NY"                  | SYRACUSE       | USD  | 8,944.23     | (2,691.06)     | 6,253.17     |
| 2161 | USNY076504 | "SYRACUSE, NY"                  | SYRACUSE       | USD  | 18,074.72    | (9,809.65)     | 8,265.07     |
| 2161 | USNY076505 | 109 S. WARREN STREET            | SYRACUSE       | USD  | 62,439.94    | (32,489.03)    | 29,950.91    |
| 2161 | USNY076801 | UTICA-RTE 90 EXIT 31            | UTICA          | USD  | 8,944.23     | (2,691.06)     | 6,253.17     |
| 2161 | USNY076801 | UTICA-RTE 90 EXIT 31            | UTICA          | USD  | 33,910.63    | (16,534.44)    | 17,376.19    |
| 2161 | USNY076901 | 75 ORANGE AVE                   | WALDEN         | USD  | 658.37       | (242.10)       | 416.27       |
| 2161 | USNY077001 | "WALDEN TOWER, NY"              | WALDEN TOWER   | USD  | 25,541.77    | (14,088.80)    | 11,452.97    |
| 2161 | USNY077301 | WATERLOO-RTE 90 EXIT 41         | WATERLOO       | USD  | 28,542.23    | (13,843.35)    | 14,698.88    |
| 2161 | USNY077602 | "WHITE PLAINS, NY"              | WHITE PLAINS   | USD  | 11,065.03    | (3,329.15)     | 7,735.88     |
| 2161 | USNY077602 | "WHITE PLAINS, NY"              | WHITE PLAINS   | USD  | 101,007.08   | (52,667.39)    | 48,339.69    |
| 2161 | USNY077603 | 55 CHURCH ST.                   | WHITE PLAINS   | USD  | 1,971.42     | (724.94)       | 1,246.48     |
| 2161 | USNY077801 | "WOODBURY, NY"                  | WOODBURY       | USD  | 8,981.12     | (2,702.17)     | 6,278.95     |
| 2161 | USNY077801 | "WOODBURY, NY"                  | WOODBURY       | USD  | 42,862.23    | (23,259.69)    | 19,602.54    |
| 2161 | USOH077902 | "AKRON, OH"                     | AKRON          | USD  | 10,954.38    | (3,021.21)     | 7,933.17     |
| 2161 | USOH077902 | "AKRON, OH"                     | AKRON          | USD  | 13,156.31    | (6,960.39)     | 6,195.92     |
| 2161 | USOH079102 | "CINCINNATI, OH"                | CINCINNATI     | USD  | 227,704.86   | (68,419.46)    | 159,285.40   |
| 2161 | USOH079102 | "CINCINNATI, OH"                | CINCINNATI     | USD  | 82,858.58    | (44,820.27)    | 38,038.31    |
| 2161 | USOH079207 | 1468 WEST 9TH STREET            | CLEVELAND      | USD  | -            | -              | -            |
| 2161 | USOH079207 | 1468 WEST 9TH STREET            | CLEVELAND      | USD  | -            | -              | -            |
| 2161 | USOH079207 | 1468 WEST 9TH STREET            | CLEVELAND      | USD  | -            | -              | -            |
| 2161 | USOH079207 | 1468 WEST 9TH STREET            | CLEVELAND      | USD  | -            | -              | -            |
| 2161 | USOH079207 | 1468 WEST 9TH STREET            | CLEVELAND      | USD  | -            | -              | -            |
| 2161 | USOH079207 | 1468 WEST 9TH STREET            | CLEVELAND      | USD  | -            | -              | -            |
| 2161 | USOH079208 | 1621 EUCLID AVE                 | CLEVELAND      | USD  | 1,172.80     | (145.55)       | 1,027.25     |
| 2161 | USOH079208 | 1621 EUCLID AVE                 | CLEVELAND      | USD  | 413,338.64   | (113,839.56)   | 299,499.08   |
| 2161 | USOH079208 | 1621 EUCLID AVE                 | CLEVELAND      | USD  | 999,182.71   | (341,625.97)   | 657,556.74   |
| 2161 | USOH079208 | 1621 EUCLID AVE                 | CLEVELAND      | USD  | -            | -              | -            |
| 2161 | USOH079406 | 376 W. BROAD STREET             | COLUMBUS       | USD  | 278.47       | (102.40)       | 176.07       |
| 2161 | USOH079412 | "COLUMBUS, OH"                  | COLUMBUS       | USD  | 243,329.38   | (73,114.61)    | 170,214.77   |
| 2161 | USOH079412 | "COLUMBUS, OH"                  | COLUMBUS       | USD  | 81,364.82    | (44,040.07)    | 37,324.75    |
| 2161 | USOH079703 | 130 WEST SECOND ST              | DAYTON         | USD  | 31.35        | (12.98)        | 18.37        |
| 2161 | USOH079705 | "DAYTON, OH"                    | DAYTON         | USD  | 64,000.09    | (35,184.63)    | 28,815.46    |
| 2161 | USOH080101 | HURON-TAYLOR AVE & BOGART RD    | HURON          | USD  | 31,559.31    | (15,288.43)    | 16,270.88    |
| 2161 | USOH081301 | MONROE CTR-RTE 7 & RICHARDSON   | MONROE CENTER  | USD  | 29,184.00    | (14,135.74)    | 15,048.26    |
| 2161 | USOH081401 | MONTVILLE-HWY 534 & IRELAND R   | MONTVILLE      | USD  | 29,115.78    | (14,091.94)    | 15,023.84    |
| 2161 | USOH081601 | "MT. GILEAD, OH"                | MT. GILEAD     | USD  | 11,041.08    | (6,090.21)     | 4,950.87     |
| 2161 | USOH081701 | "NEW LONDON, OH"                | NEW LONDON     | USD  | 11,042.92    | (6,091.24)     | 4,951.68     |
| 2161 | USOH082101 | 13375 B. NATIONAL ROAD          | REYNOLDSBURG   | USD  | -            | -              | -            |
| 2161 | USOH082101 | 13375 B. NATIONAL ROAD          | REYNOLDSBURG   | USD  | -            | -              | -            |
| 2161 | USOH082601 | "SPRINGFIELD, OH"               | SPRINGFIELD    | USD  | 12,422.33    | (6,852.12)     | 5,570.21     |
| 2161 | USOH082807 | 500 HOBART STREET               | TOLEDO         | USD  | 9,976.97     | (3,001.79)     | 6,975.18     |
| 2161 | USOH082807 | 500 HOBART STREET               | TOLEDO         | USD  | 64,605.00    | (33,738.22)    | 30,866.78    |
| 2161 | USOH083503 | YOUNGSTOWN, OH                  | YOUNGSTOWN     | USD  | 10,954.38    | (3,021.21)     | 7,933.17     |
| 2161 | USOH083503 | YOUNGSTOWN, OH                  | YOUNGSTOWN     | USD  | 19,018.95    | (10,424.41)    | 8,594.54     |
| 2161 | USOK083701 | BAXTERS-SPRINGS-OTTAWA OFF 5TH  | BAXTER SPRINGS | USD  | 38,923.08    | (18,593.68)    | 20,329.40    |
| 2161 | USOK083801 | CHELSEA-N 4275 & E 0310         | CHELSEA        | USD  | 93,560.37    | (43,086.08)    | 50,474.29    |
| 2161 | USOK083901 | GODFREY-HWY 7                   | GODFREY        | USD  | 36,997.78    | (17,774.27)    | 19,223.51    |
| 2161 | USOK084003 | 620 SOUTH SANTA FE              | OKLAHOMA CITY  | USD  | 511,026.78   | (153,559.22)   | 357,467.56   |
| 2161 | USOK084003 | 620 SOUTH SANTA FE              | OKLAHOMA CITY  | USD  | 116,322.97   | (56,460.82)    | 59,862.15    |
| 2161 | USOK084101 | OVERBROOK-OFF OVERBROOK RD.     | OVERBROOK      | USD  | 317,269.44   | (143,074.42)   | 174,195.02   |
| 2161 | USOK084201 | PAULS VALLEY-OFF PECAN STREET   | PAULS VALLEY   | USD  | 85,241.32    | (40,836.67)    | 44,404.65    |
| 2161 | USOK084301 | STROUD-2.7 MI FROM HWY 66       | STROUD         | USD  | 42,203.87    | (20,562.93)    | 21,640.94    |
| 2161 | USOK084401 | 419 EAST 1ST STREET             | TULSA          | USD  | 235,861.49   | (70,876.86)    | 164,984.63   |
| 2161 | USOK084401 | 419 EAST 1ST STREET             | TULSA          | USD  | 332,721.48   | (158,987.52)   | 173,733.96   |
| 2161 | USOK084501 | FW X2, OK                       | TULSA          | USD  | 4,038.74     | (2,227.76)     | 1,810.98     |
| 2161 | USOR084601 | ALBANY, OR                      | ALBANY         | USD  | 218,227.90   | (76,086.54)    | 142,141.36   |
| 2161 | USOR084801 | EUGENE, OR                      | EUGENE         | USD  | 243,011.48   | (73,024.78)    | 169,986.70   |
| 2161 | USOR084801 | EUGENE, OR                      | EUGENE         | USD  | 61,025.46    | (28,711.11)    | 28,307.02    |

TRADEMARK

REEL: 003737 FRAME: 0100



| CoCd | Location   | Street Address                  | City         | Crev | Current APC  | Accumul. dep.  | Curr.bk.val. |
|------|------------|---------------------------------|--------------|------|--------------|----------------|--------------|
| 2161 | USOR085201 | 1040 CRATER LAKE AVE SUITE A    | MEDFORD      | USD  | 99.59        | (41.20)        | 58.39        |
| 2161 | USOR085202 | MEDFORD, OR                     | MEDFORD      | USD  | 409,549.08   | (123,060.98)   | 286,488.10   |
| 2161 | USOR085202 | MEDFORD, OR                     | MEDFORD      | USD  | 194,572.84   | (85,440.35)    | 109,132.49   |
| 2161 | USOR085505 | 111 SW 5TH STREET SUITE 811     | PORTLAND     | USD  | 807.74       | (445.56)       | 362.18       |
| 2161 | USOR085525 | 921 SW WASHINGTON, STE. 350     | PORTLAND     | USD  | -            | -              | -            |
| 2161 | USOR085527 | PORTLAND, OR                    | PORTLAND     | USD  | 360,669.09   | (108,366.83)   | 252,302.26   |
| 2161 | USOR085527 | PORTLAND, OR                    | PORTLAND     | USD  | 174,698.19   | (77,041.17)    | 97,657.02    |
| 2161 | USOR085601 | RIDDLE, OR                      | RIDDLE       | USD  | 113,964.12   | (43,668.14)    | 70,295.98    |
| 2161 | USOR085701 | SALEM, OR                       | SALEM        | USD  | 8,944.23     | (2,691.06)     | 6,253.17     |
| 2161 | USOR085701 | SALEM, OR                       | SALEM        | USD  | 120,641.87   | (46,825.50)    | 73,816.37    |
| 2161 | USOR086001 | WOLF CREEK, OR                  | WOLF CREEK   | USD  | 113,964.12   | (40,138.40)    | 73,825.72    |
| 2161 | USOR086101 | YONCALLA, OR                    | YONCALLA     | USD  | 114,628.02   | (43,942.80)    | 70,685.22    |
| 2161 | USPA086201 | ALTOONA, PA                     | ALTOONA      | USD  | 795,915.14   | (239,379.28)   | 556,535.86   |
| 2161 | USPA086201 | ALTOONA, PA                     | ALTOONA      | USD  | 93,167.55    | (49,168.35)    | 43,999.20    |
| 2161 | USPA086501 | "BOLIVAR, PA"                   | BOLIVAR      | USD  | 8,394.67     | (4,304.04)     | 4,060.63     |
| 2161 | USPA086701 | ERIE-GREENE RD NEAR STRONG RD   | ERIE         | USD  | 8,944.23     | (2,691.06)     | 6,253.17     |
| 2161 | USPA086701 | ERIE-GREENE RD NEAR STRONG RD   | ERIE         | USD  | 56,523.85    | (29,131.42)    | 27,392.43    |
| 2161 | USPA087103 | HARRISBURG, PA                  | HARRISBURG   | USD  | 70,981.79    | (36,175.83)    | 34,805.96    |
| 2161 | USPA087801 | "NEW HAMILTON, PA"              | NEW HAMILTON | USD  | 17,622.91    | (8,556.58)     | 9,066.33     |
| 2161 | USPA088109 | 2300 CHESTNUT STREET            | PHILADELPHIA | USD  | 18,423.27    | (5,081.11)     | 13,342.16    |
| 2161 | USPA088109 | 2300 CHESTNUT STREET            | PHILADELPHIA | USD  | 812,457.40   | (320,180.29)   | 492,277.11   |
| 2161 | USPA088109 | 2300 CHESTNUT STREET            | PHILADELPHIA | USD  | -            | -              | -            |
| 2161 | USPA088113 | 401 NORTH BROAD STREET          | PHILADELPHIA | USD  | 221.30       | (91.54)        | 129.76       |
| 2161 | USPA088301 | "1001 LIBERTY AVE, SUITE 700"   | PITTSBURGH   | USD  | 1,051.18     | (386.56)       | 664.62       |
| 2161 | USPA088307 | "PITTSBURGH, PA"                | PITTSBURGH   | USD  | 583.27       | (72.42)        | 510.85       |
| 2161 | USPA088307 | "PITTSBURGH, PA"                | PITTSBURGH   | USD  | 4,282.54     | (336.97)       | 3,945.57     |
| 2161 | USPA088307 | "PITTSBURGH, PA"                | PITTSBURGH   | USD  | 15,746.29    | (3,143.57)     | 12,602.72    |
| 2161 | USPA088307 | "PITTSBURGH, PA"                | PITTSBURGH   | USD  | 98,824.95    | (39,125.68)    | 59,699.27    |
| 2161 | USPA088501 | "READING, PA"                   | READING      | USD  | 17,414.51    | (8,464.66)     | 8,949.85     |
| 2161 | USPA089201 | "WALKER, PA"                    | WALKER       | USD  | 17,019.86    | (8,262.33)     | 8,757.53     |
| 2161 | USPA089601 | "YOUNGSTOWN, PA"                | YOUNGSTOWN   | USD  | 34,679.63    | (19,129.22)    | 15,550.41    |
| 2161 | USRI089701 | 295 SHANNOCK ROAD               | GREEN HILL   | USD  | 36,440.84    | (17,084.72)    | 19,356.12    |
| 2161 | USRI089901 | 1 GREEN STREET                  | PROVIDENCE   | USD  | 60,221.42    | (30,897.08)    | 29,324.34    |
| 2161 | USRI089902 | "235 PROMENADE ST., STE. D104"  | PROVIDENCE   | USD  | 761.64       | (360.11)       | 401.53       |
| 2161 | USRI089903 | 1229 WESTMISTER STREET          | PROVIDENCE   | USD  | 735.84       | (270.61)       | 465.23       |
| 2161 | USSC090201 | GAFFNEY-GLOBE ST & 13TH ST      | GAFFNEY      | USD  | 233,263.72   | (110,232.51)   | 123,031.21   |
| 2161 | USSC090302 | GREENVILLE-OLD EASLEY ROAD      | GREENVILLE   | USD  | 85,624.88    | (45,209.44)    | 40,415.44    |
| 2161 | USSC090601 | WESTMINSTER-HOLCOM ST & N AVE.  | WESTMINSTER  | USD  | 31,729.00    | (15,389.99)    | 16,339.01    |
| 2161 | USTN091201 | "CHATTANOOGA, TN"               | CHATTANOOGA  | USD  | 341,171.55   | (93,978.94)    | 247,192.61   |
| 2161 | USTN091201 | "CHATTANOOGA, TN"               | CHATTANOOGA  | USD  | 81,883.07    | (41,494.97)    | 40,388.10    |
| 2161 | USTN091301 | "CHRISTIANA, TN"                | CHRISTIANA   | USD  | 4,890.74     | (2,097.71)     | 2,793.03     |
| 2161 | USTN091804 | "NASHVILLE, TN"                 | NASHVILLE    | USD  | 309,028.64   | (92,865.05)    | 216,163.59   |
| 2161 | USTN091804 | "NASHVILLE, TN"                 | NASHVILLE    | USD  | 59,961.54    | (31,956.78)    | 28,004.76    |
| 2161 | USTN091804 | "NASHVILLE, TN"                 | NASHVILLE    | USD  | -            | -              | -            |
| 2161 | USTX092001 | ALPINE-NEAR RTE 67N & US-90     | ALPINE       | USD  | 52,706.37    | (27,321.54)    | 25,384.83    |
| 2161 | USTX092201 | 4118 1/2 BLUESTEIN BLVD.        | AUSTIN       | USD  | 434,591.06   | (130,593.43)   | 303,997.63   |
| 2161 | USTX092201 | 4118 1/2 BLUESTEIN BLVD.        | AUSTIN       | USD  | 118,198.48   | (58,989.90)    | 59,208.58    |
| 2161 | USTX092202 | 501 WALLER STREET               | AUSTIN       | USD  | -            | -              | -            |
| 2161 | USTX092301 | 124 E 26TH STREET               | BRYAN        | USD  | 5,809.14     | (1,747.80)     | 4,061.34     |
| 2161 | USTX092301 | 124 E 26TH STREET               | BRYAN        | USD  | 48,953.55    | (24,029.46)    | 24,924.09    |
| 2161 | USTX092501 | HIGHWAY 62 SOUTH                | BUNA         | USD  | 19,347.20    | (10,537.76)    | 8,809.44     |
| 2161 | USTX092601 | COLUMBUS-OFF 1-10 EXIT 689      | COLUMBUS     | USD  | 29,842.40    | (14,723.07)    | 15,119.33    |
| 2161 | USTX092701 | COMSTOCK-RANCH RD 1024 & US-90  | COMSTOCK     | USD  | 190,286.24   | (91,600.86)    | 98,685.38    |
| 2161 | USTX092901 | CORSICANA-OFF BUSINESS 45       | CORSICANA    | USD  | 48,289.63    | (23,564.96)    | 24,724.67    |
| 2161 | USTX093008 | "15305 DALLAS PKWY, STE 300"    | DALLAS       | USD  | 5,071.47     | (2,397.78)     | 2,673.69     |
| 2161 | USTX093010 | "1950 STEMMONS FREEWAY, STE 404 | DALLAS       | USD  | 2,429.69     | (462.09)       | 1,967.60     |
| 2161 | USTX093011 | 1999 BRYAN SUITE 2505           | DALLAS       | USD  | 189.95       | (78.58)        | 111.37       |
| 2161 | USTX093014 | 2323 BRYAN STE 900 75120        | DALLAS       | USD  | 228.68       | (228.68)       | -            |
| 2161 | USTX093014 | 2323 BRYAN STE 900 75120        | DALLAS       | USD  | 60,706.38    | (26,311.64)    | 34,394.74    |
| 2161 | USTX093014 | 2323 BRYAN STE 900 75120        | DALLAS       | USD  | 3,917,192.66 | (1,492,427.07) | 2,424,765.59 |
| 2161 | USTX093014 | 2323 BRYAN STE 900 75120        | DALLAS       | USD  | -            | -              | -            |
| 2161 | USTX093024 | 4316 BRYAN STREET               | DALLAS       | USD  | 604,575.39   | (181,868.65)   | 422,706.74   |
| 2161 | USTX093024 | 4316 BRYAN STREET               | DALLAS       | USD  | 105,125.18   | (55,076.86)    | 50,048.32    |
| 2161 | USTX093027 | "5080 SPECTRUM DRIVE, STE 305"  | DALLAS       | USD  | -            | -              | -            |
| 2161 | USTX093029 | "7929 BROOK RIVER DR, STE 200"  | DALLAS       | USD  | 62,533.87    | (29,535.82)    | 32,998.05    |
| 2161 | USTX093034 | CTI-SALES WEST DIV, DALLAS      | DALLAS       | USD  | 5,554.77     | (2,268.50)     | 3,286.27     |
| 2161 | USTX093201 | DRYDEN-HWY 349 & US-90          | DRYDEN       | USD  | 30,012.05    | (14,805.83)    | 15,206.22    |
| 2161 | USTX093301 | EL PASO                         | EL PASO      | USD  | 8,944.23     | (2,691.06)     | 6,253.17     |
| 2161 | USTX093301 | EL PASO                         | EL PASO      | USD  | 652,703.63   | (227,060.78)   | 425,642.85   |
| 2161 | USTX093303 | "7101 N. MESA, PO BOX 289"      | EL PASO      | USD  | 4,982.95     | (2,061.45)     | 2,921.50     |
| 2161 | USTX093304 | "310 N MESA, STE B105"          | EL PASO      | USD  | 9,960.37     | (3,662.76)     | 6,297.61     |
| 2161 | USTX093402 | 119 NORTH EAST 23RD STREET      | FORT WORTH   | USD  | 8,944.23     | (2,691.06)     | 6,253.17     |
| 2161 | USTX093402 | 119 NORTH EAST 23RD STREET      | FORT WORTH   | USD  | 34,764.47    | (19,165.49)    | 15,598.98    |
| 2161 | USTX093601 | GIDDINGS-OFF COUNTY ROAD 200    | GIDDINGS     | USD  | 137,514.32   | (60,676.44)    | 76,837.88    |
| 2161 | USTX093801 | HACIENDA-RANCH RD 2369 & US-90  | HACIENDA     | USD  | 29,479.09    | (14,545.44)    | 14,933.65    |
| 2161 | USTX094001 | OLD HOWTH ROAD-HWY 290          | HEMPSTEAD    | USD  | 54,633.60    | (25,433.77)    | 29,199.83    |
| 2161 | USTX094101 | HONDO-AVENUE G & 18TH STREET    | HONDO        | USD  | 29,672.73    | (14,635.68)    | 15,037.05    |
| 2161 | USTX094201 | HOTWELLS-I-10 HWY 54 & US-90    | HOT WELLS    | USD  | 1,657,587.73 | (498,175.94)   | 1,159,411.79 |
| 2161 | USTX094201 | HOTWELLS-I-10 HWY 54 & US-90    | HOT WELLS    | USD  | 29,761.23    | (14,687.23)    | 15,074.00    |
| 2161 | USTX094301 | 1 SHELL PLAZA                   | HOUSTON      | USD  | -            | -              | -            |
| 2161 | USTX094301 | 1 SHELL PLAZA                   | HOUSTON      | USD  | 1,157,424.51 | (511,730.37)   | 645,694.14   |
| 2161 | USTX094309 | 1415 LOUISIANA                  | HOUSTON      | USD  | 67,027.88    | (17,322.12)    | 49,705.76    |
| 2161 | USTX094315 | "777 WALKER STREET, SUITE 170"  | HOUSTON      | USD  | 8,944.23     | (2,691.06)     | 6,253.17     |
| 2161 | USTX094315 | "777 WALKER STREET, SUITE 170"  | HOUSTON      | USD  | 67,332.53    | (35,488.10)    | 31,844.43    |
| 2161 | USTX094316 | 910 LOUISIANA STREET            | HOUSTON      | USD  | 60,706.38    | (26,311.64)    | 34,394.74    |
| 2161 | USTX094316 | 910 LOUISIANA STREET            | HOUSTON      | USD  | 402,976.25   | (167,140.74)   | 235,835.51   |
| 2161 | USTX094316 | 910 LOUISIANA STREET            | HOUSTON      | USD  | -            | -              | -            |
| 2161 | USTX094401 | 33902 HUFFMAN-CLEVELAND ROAD    | HUFFMAN      | USD  | 23,904.15    | (11,301.86)    | 12,602.29    |
| 2161 | USTX094602 | "6012 CAMPUS CIRCLE DR, STE 20  | IRVING       | USD  | 3,540.81     | (1,065.32)     | 2,475.49     |
| 2161 | USTX094602 | "6012 CAMPUS CIRCLE DR, STE 20  | IRVING       | USD  | 97.74        | (97.74)        | -            |
| 2161 | USTX094602 | "6012 CAMPUS CIRCLE DR, STE 20  | IRVING       | USD  | 103.27       | (103.27)       | -            |
| 2161 | USTX094602 | "6012 CAMPUS CIRCLE DR, STE 20  | IRVING       | USD  | -            | -              | -            |
| 2161 | USTX094602 | "6012 CAMPUS CIRCLE DR, STE 20  | IRVING       | USD  | 1,605,489.70 | (881,432.66)   | 724,057.04   |
| 2161 | USTX094604 | 8050 JETSTAR                    | IRVING       | USD  | 62,991.50    | (27,594.42)    | 35,397.08    |

TRADEMARK

REEL: 003737 FRAME: 0101

| CoCd       | Location   | Street Address                 | City           | Crcy | Current APC    | Accumul. dep.   | Curr.bk.val.  |
|------------|------------|--------------------------------|----------------|------|----------------|-----------------|---------------|
| 2161       | USTX094604 | 8050 JETSTAR                   | IRVING         | USD  | 2,460,502.65   | (750,670.04)    | 1,709,832.61  |
| 2161       | USTX094604 | 8050 JETSTAR                   | IRVING         | USD  | -              | -               | -             |
| 2161       | USTX094801 | KOSSE-MAIN ST OFF RR ROW RTE 7 | KOSSE          | USD  | 41,632.18      | (19,818.64)     | 21,813.54     |
| 2161       | USTX095001 | MCNARY-EXIT OFF I-10 & HWY 20  | MCNARY         | USD  | 30,128.22      | (14,860.74)     | 15,267.48     |
| 2161       | USTX095401 | ROSENBERG-AVENUE E & 6TH ST.   | ROSENBERG      | USD  | 29,303.89      | (14,454.56)     | 14,849.33     |
| 2161       | USTX095501 | "4701 ROWLETT ROAD, SUITE 209" | ROWLETT        | USD  | 1,401.57       | (515.40)        | 886.17        |
| 2161       | USTX095601 | RYAN-RYAN RD & US-90           | RYAN           | USD  | 189,590.98     | (90,489.64)     | 99,101.34     |
| 2161       | USTX095701 | 231 ROTARY AVENUE              | SAN ANTONIO    | USD  | 173,478.42     | (52,132.05)     | 121,346.37    |
| 2161       | USTX095701 | 231 ROTARY AVENUE              | SAN ANTONIO    | USD  | 291,500.24     | (60,735.30)     | 230,764.94    |
| 2161       | USTX095702 | 1305 E. HOUSTON                | SAN ANTONIO    | USD  | -              | -               | -             |
| 2161       | USTX095801 | SANGER-NEAR 482 RAILROAD AVE.  | SANGER         | USD  | 43,924.49      | (21,380.83)     | 22,543.66     |
| 2161       | USTX095901 | SEGUIN-OFF N AUSTIN STREET     | SEGUIN         | USD  | 215,740.45     | (98,340.62)     | 117,399.83    |
| 2161       | USTX096001 | 29979 HIGHWAY 105              | SOUR LAKE      | USD  | 23,487.37      | (11,104.82)     | 12,382.55     |
| 2161       | USTX096101 | STANDART-RANCH RD 3008 & US-90 | STANDART       | USD  | 52,520.12      | (27,249.06)     | 25,271.06     |
| 2161       | USTX096201 | TESNUS-HWY 385 N & US-90       | TESNUS         | USD  | 30,266.55      | (14,931.97)     | 15,334.58     |
| 2161       | USTX096401 | THORNTON-HIGHWAY 14            | THORNTON       | USD  | 7,448.61       | (4,100.82)      | 3,339.99      |
| 2161       | USUT096601 | CISCO-OFF US-6                 | CISCO          | USD  | 29,381.35      | (14,511.54)     | 14,869.81     |
| 2161       | USUT096801 | COLTON-FRONTAGE RD OFF US-6    | COLTON         | USD  | 27,898.62      | (13,810.62)     | 14,088.00     |
| 2161       | USUT096901 | GREENRIVER-SILLMAN & AIRPORT   | GREEN RIVER    | USD  | 54,237.07      | (27,833.70)     | 26,403.37     |
| 2161       | USUT097101 | MARBLEHEAD-FRONTAGE OFF I-80   | MARBLE HEAD    | USD  | 28,817.03      | (14,239.76)     | 14,577.27     |
| 2161       | USUT097501 | WEST 400 SOUTH STREET          | PROVO          | USD  | 28,424.21      | (14,060.74)     | 14,363.47     |
| 2161       | USUT097601 | 136 E. SOUTH TEMPLE            | SALT LAKE CITY | USD  | 1,646,259.79   | (494,029.50)    | 1,152,230.29  |
| 2161       | USUT097601 | 136 E. SOUTH TEMPLE            | SALT LAKE CITY | USD  | 150,174.61     | (74,198.68)     | 75,975.93     |
| 2161       | USUT097601 | 136 E. SOUTH TEMPLE            | SALT LAKE CITY | USD  | -              | -               | -             |
| 2161       | USUT097602 | "136 S. MAIN STREET, STE. 150" | SALT LAKE CITY | USD  | 27,139.33      | (2,360.25)      | 24,779.08     |
| 2161       | USUT097603 | "185 SOUTH STATE ST, SUITE 330 | SALT LAKE CITY | USD  | 68,226.94      | (28,220.54)     | 40,006.40     |
| 2161       | USUT097801 | SPRUCE-RR ACCESS 40 MI S I-80  | SPRUCE         | USD  | 29,219.05      | (14,337.65)     | 14,881.40     |
| 2161       | USUT098001 | WELLINGTON-NE 200 ST & MAIN ST | WELLINGTON     | USD  | 224,705.00     | (107,654.24)    | 117,050.76    |
| 2161       | USUT098101 | WENDOVER-ACCESS HWY 40 & I-80  | WENDOVER       | USD  | 193,726.34     | (87,080.09)     | 106,646.25    |
| 2161       | USVA098201 | "1530 WILSON BLVD, SUITE 650"  | ARLINGTON      | USD  | 298,103.93     | (119,785.85)    | 178,318.08    |
| 2161       | USVA098202 | 3030 CLARENDON BLVD            | ARLINGTON      | USD  | 5,901.35       | (2,441.37)      | 3,459.98      |
| 2161       | USVA098401 | INDUSTRIAL AVENUE              | CHESAPEAKE     | USD  | 250,503.89     | (120,254.78)    | 130,249.11    |
| 2161       | USVA098801 | 901 GUNNERY ROAD               | FREDRICKSBURG  | USD  | 8,941.23       | (2,691.06)      | 6,250.17      |
| 2161       | USVA098801 | 901 GUNNERY ROAD               | FREDRICKSBURG  | USD  | 40,750.65      | (20,267.97)     | 20,482.68     |
| 2161       | USVA099201 | 12100 SUNSET HILLS ROAD        | RESTON         | USD  | -              | -               | -             |
| 2161       | USVA099305 | 727 HOSPITAL STREET            | RICHMOND       | USD  | 45,884.82      | (21,690.11)     | 24,194.71     |
| 2161       | USVA099306 | 7487 WHITE PINE RD             | RICHMOND       | USD  | 7,983.43       | (1,887.26)      | 6,096.17      |
| 2161       | USVA099601 | 12030 SUNRISE VALLEY DRIVE     | VIRGINIA       | USD  | 1,368.38       | (566.11)        | 802.27        |
| 2161       | USVA099701 | WAVERLY-HWY 602 & HWY 460      | WAVERLY        | USD  | 28,346.75      | (13,713.04)     | 14,633.71     |
| 2161       | USVT100003 | 7 BURLINGTON SQUARE            | BURLINGTON     | USD  | -              | -               | -             |
| 2161       | USWA100701 | "CENTRALIA, WA"                | CENTRALIA      | USD  | 115,310.38     | (44,323.32)     | 70,987.06     |
| 2161       | USWA100801 | "KELSO, WA"                    | KELSO          | USD  | 115,374.93     | (44,358.91)     | 71,016.02     |
| 2161       | USWA101101 | "LOVELAND, WA"                 | LOVELAND       | USD  | 115,397.04     | (44,370.53)     | 71,026.51     |
| 2161       | USWA101201 | 11781 HARBOUR REACH DR.        | MUKILTEO       | USD  | 7,404.35       | (3,048.33)      | 4,356.02      |
| 2161       | USWA101401 | 1110 THIRD AVENUE #720         | SEATTLE        | USD  | 2,065.47       | (976.56)        | 1,088.91      |
| 2161       | USWA101406 | 2001 6TH AVENUE                | SEATTLE        | USD  | 114.34         | (114.34)        | -             |
| 2161       | USWA101406 | 2001 6TH AVENUE                | SEATTLE        | USD  | 129.09         | (30.51)         | 98.58         |
| 2161       | USWA101406 | 2001 6TH AVENUE                | SEATTLE        | USD  | 1,625,911.19   | (596,210.84)    | 1,029,700.35  |
| 2161       | USWA101406 | 2001 6TH AVENUE                | SEATTLE        | USD  | -              | -               | -             |
| 2161       | USWA101409 | "2201 6TH AVENUE, SUITE 1205"  | SEATTLE        | USD  | 177,461.57     | (73,385.60)     | 104,075.97    |
| 2161       | USWA101505 | "SPOKANE, WA"                  | SPOKANE        | USD  | 9,073.32       | (5,004.83)      | 4,068.49      |
| 2161       | USWI102101 | ZUELKE BLD 103 W COLLEGE #303  | APPLETON       | USD  | 619.64         | (292.96)        | 326.68        |
| 2161       | USWI103101 | T. 25 N. R. 14E                | CLINTONVILLE   | USD  | 650.99         | (153.90)        | 497.09        |
| 2161       | USWI103401 | 1325 W CLAIRMONT AVE           | EAU CLAIRE     | USD  | 619.64         | (292.96)        | 326.68        |
| 2161       | USWI103406 | "EAU CLAIRE, WI"               | EAU CLAIRE     | USD  | 8,944.23       | (2,691.06)      | 6,253.17      |
| 2161       | USWI103406 | "EAU CLAIRE, WI"               | EAU CLAIRE     | USD  | 29,416.39      | (16,157.73)     | 13,258.66     |
| 2161       | USWI103701 | "FON DU LAC, WI"               | FOND DU LAC    | USD  | 5,211.63       | (2,874.72)      | 2,336.91      |
| 2161       | USWI104010 | 2661 SO BROADWAY               | GREEN BAY      | USD  | 765.33         | (316.62)        | 448.71        |
| 2161       | USWI104020 | "GREEN BAY, WI"                | GREEN BAY      | USD  | 69,648.87      | (22,935.12)     | 46,713.75     |
| 2161       | USWI104020 | "GREEN BAY, WI"                | GREEN BAY      | USD  | -              | -               | -             |
| 2161       | USWI104201 | "HATFIELD, WI"                 | HATFIELD       | USD  | 4,772.72       | (2,632.62)      | 2,140.10      |
| 2161       | USWI104402 | 7500 BAIN ST RD                | KENOSHA        | USD  | 4,248.96       | (2,343.74)      | 1,905.22      |
| 2161       | USWI104602 | "106 CAMARON AVENUE, 2ND FLOOR | LA CROSSE      | USD  | 619.64         | (292.96)        | 326.68        |
| 2161       | USWI104906 | 244 W. WASHINGTON AVE STE 107  | MADISON        | USD  | 619.64         | (292.96)        | 326.68        |
| 2161       | USWI104911 | 3650 MILWAUKEE STREET          | MADISON        | USD  | 392.81         | (100.01)        | 292.80        |
| 2161       | USWI105607 | 324 E WISCONSIN AVE            | MILWAUKEE      | USD  | -              | -               | -             |
| 2161       | USWI105609 | "411 E WISCONSIN AVE, SUITE 51 | MILWAUKEE      | USD  | 65,744.73      | (34,829.53)     | 30,915.20     |
| 2161       | USWI105619 | "MILWAUKEE, WI"                | MILWAUKEE      | USD  | 252,711.83     | (75,943.34)     | 176,768.49    |
| 2161       | USWI105619 | "MILWAUKEE, WI"                | MILWAUKEE      | USD  | 14,633.49      | (7,428.04)      | 7,205.45      |
| 2161       | USWI106101 | "NEW LONDON, WI"               | NEW LONDON     | USD  | 8,798.54       | (4,301.39)      | 4,497.15      |
| 2161       | USWI106501 | PLOVER, WI                     | PLOVER         | USD  | 4,796.69       | (2,645.84)      | 2,150.85      |
| 2161       | USWI107101 | 24615 89TH ST                  | SALEM          | USD  | 3,983.41       | (1,647.94)      | 2,335.47      |
| 2161       | USWI107401 | 313 E LAKE                     | SILVER LAKE    | USD  | 3,983.41       | (1,647.94)      | 2,335.47      |
| 2161       | USWI108001 | 9703 RIB MOUNTAIN DR           | WAUSAU         | USD  | 4,001.85       | (1,655.55)      | 2,346.30      |
| 2161       | USWI108901 | WOODVILLE, WI                  | WOODVILLE      | USD  | 8,798.54       | (4,301.39)      | 4,497.15      |
| 2161       | USWY109301 | CASPER, WY                     | CASPER         | USD  | 8,815.14       | (4,862.42)      | 3,952.72      |
| 2161 Total |            |                                |                |      | 114,092,114.59 | (39,823,937.53) | 74,268,177.06 |
| 2169       | AR00000101 | DEL CAMPO 1301/1359,14 JULIO   | BUENOS AIRES   | USD  | 540.34         | (198.70)        | 341.64        |
| 2169       | AR00000102 | AV. DEL CAMPO 1301             | BUENOS AIRES   | USD  | 2,526.52       | (929.08)        | 1,597.44      |
| 2169       | AU00000201 | 13A UNION STREET PYRMONT, NSW  | SYDNEY         | USD  | 665.75         | (244.81)        | 420.94        |
| 2169       | AU00000301 | GLOBAL CENTER, UNKNOWN         | UNKNOWN        | USD  | 411.25         | (151.23)        | 260.02        |
| 2169       | BE00000401 | KOUTERVELDSTRATT 15 1831 DIEGE | BRUSSELS       | USD  | 10,192.73      | (3,748.19)      | 6,444.54      |
| 2169       | BR00000501 | AV. PEDRO II 329 - SAO CRISTOV | RIO DE JANEIRO | USD  | 2,305.21       | (847.70)        | 1,457.51      |
| 2169       | BR00000601 | RAPOSO TAVARES RD, KM 25.5     | SAO PAULO      | USD  | 24,711.89      | (9,087.35)      | 15,624.54     |
| 2169       | BR00000602 | RUA EID MANSUR #666            | SAO PAULO      | USD  | 261.87         | (96.28)         | 165.59        |
| 2169       | CA0N002102 | 275 SLATER ST. #917 & #931     | OTTAWA         | USD  | 1,480.87       | (818.39)        | 662.48        |
| 2169       | CA0N002201 | CANADA - G.A.                  | TORONTO        | USD  | 1,991.71       | (732.42)        | 1,259.29      |
| 2169       | CA0N002205 | CANADA-VIDEO OPERATIONS        | TORONTO        | USD  | -              | -               | -             |
| 2169       | CAQC002501 | MONTREAL/MAISONNEUVE - ADMIN   | MONTREAL       | USD  | 8,498.89       | (3,616.88)      | 4,882.01      |
| 2169       | CAQC002501 | MONTREAL/MAISONNEUVE - ADMIN   | MONTREAL       | USD  | 1,991.71       | (732.42)        | 1,259.29      |
| 2169       | CAQC002507 | "CANADA-OPERATIONS, MONTREAL"  | MONTREAL       | USD  | 3,983.41       | (2,197.23)      | 1,786.18      |
| 2169       | CAQC002509 | 2015 RUE PEEL BUREAU 775       | MONTREAL       | USD  | 7.37           | (7.37)          | -             |
| 2169       | CAQC002509 | 2015 RUE PEEL BUREAU 775       | MONTREAL       | USD  | 479.48         | (396.72)        | 82.76         |
| 2169       | CN00002601 | 1 ON YIP STREET, CHAI WAN      | HONG KONG      | USD  | 584.60         | (191.42)        | 369.62        |

TRADEMARK

REEL: 003737 FRAME: 0102

| CoCd | Location   | Street Address                 | City           | Crcy | Current APC  | Accumul.dep. | Curr.bk.val. |
|------|------------|--------------------------------|----------------|------|--------------|--------------|--------------|
| 2169 | CN00002602 | 181 QUEENS ROAD CENTRAL,4TH FL | HONG KONG      | USD  | 4,296.92     | (1,580.11)   | 2,716.81     |
| 2169 | DE00002701 | KLEYERSTRASSE 90               | FRANKFURT      | USD  | 29,547.33    | (10,865.50)  | 18,681.83    |
| 2169 | DE00002702 | FRANKFURT - NETWORK SERVICES   | FRANKFURT      | USD  | 234.21       | (97.00)      | 137.21       |
| 2169 | DE00002801 | WENDENSTRASSE 375 20537        | HAMBURG        | USD  | 307.97       | (113.24)     | 194.73       |
| 2169 | DK00002901 | SYDVESTVEJ 100, 2600 GLOSTRUP  | COPENHAGEN     | USD  | 10,222.23    | (3,758.94)   | 6,463.29     |
| 2169 | FR00003001 | "227 AVENUE DES NATIONS, PARIS | PARIS          | USD  | 86.68        | (71.99)      | 14.69        |
| 2169 | FR00003001 | "227 AVENUE DES NATIONS, PARIS | PARIS          | USD  | 12,302.47    | (4,524.03)   | 7,778.44     |
| 2169 | GB00003102 | "68 STAINES ROAD W, 3RD FLOOR  | LONDON         | USD  | 302.44       | (167.13)     | 135.31       |
| 2169 | GB00003102 | "68 STAINES ROAD W, 3RD FLOOR  | LONDON         | USD  | 11,415.42    | (6,296.73)   | 5,118.69     |
| 2169 | GB00003103 | "69-77 PAULE, EC-2 TELEPHONE H | LONDON         | USD  | 1,167.37     | (548.14)     | 619.23       |
| 2169 | GB00003104 | 11 BEAR ST STE. 12A LEICESTER  | LONDON         | USD  | 134.63       | (134.63)     | -            |
| 2169 | GB00003105 | "240 E. INDIA DOCK RD, DOCKLAN | LONDON         | USD  | 6,185.36     | (2,274.54)   | 3,910.82     |
| 2169 | GB00003106 | 393-394 EDINBURG AVE.(SLOUGH)  | LONDON         | USD  | 24,835.45    | (9,132.81)   | 15,702.64    |
| 2169 | GB00003201 | CTI-SITA UK POP                | MIDDLESEX      | USD  | 774.55       | (428.02)     | 346.53       |
| 2169 | GB00003201 | CTI-SITA UK POP                | MIDDLESEX      | USD  | 142.00       | (79.82)      | 62.18        |
| 2169 | GCUK0345   | GCUK0345                       | BASINGSTOKE    | USD  | 58,806.06    | (14,972.20)  | 43,833.86    |
| 2169 | GCUK0345   | GCUK0345                       | BASINGSTOKE    | USD  | 168,399.14   | (42,874.97)  | 125,524.17   |
| 2169 | IT00003301 | "VIA BERNINA, 12 I-20158"      | MILAN          | USD  | 7,933.62     | (3,279.96)   | 4,653.66     |
| 2169 | JP00003401 | 1 ON YIP STREET                | HONG KONG      | USD  | 16.60        | (6.10)       | 10.50        |
| 2169 | JP00003501 | 3RD FLR FUKIDE BLDG. 4-1-13    | TOKYO          | USD  | 138.31       | (114.87)     | 23.44        |
| 2169 | JP00003501 | 3RD FLR FUKIDE BLDG. 4-1-13    | TOKYO          | USD  | 64,706.45    | (25,426.14)  | 39,280.31    |
| 2169 | JP00003502 | 2-2-2 OTEMACHI CHIYODA-KU      | TOKYO          | USD  | 936.84       | (344.50)     | 592.34       |
| 2169 | JP00003503 | "1-5-3 HORIDOME-CHO, NIHONBASH | TOKYO          | USD  | 693.41       | (255.01)     | 438.40       |
| 2169 | LS KQL     | Killmore Quay (LS)             |                | USD  | 2,030.85     | (70.94)      | 1,959.91     |
| 2169 | LS KQL     | Killmore Quay (LS)             |                | USD  | 641,342.43   | (22,403.08)  | 618,939.35   |
| 2169 | MX00003601 | SANTA APOLONIA NO. 9           | SANTA APOLONIA | USD  | 18.44        | (6.79)       | 11.65        |
| 2169 | NL00003701 | JOHAN HUIZINGALAAN 759         | AMSTERDAM      | USD  | 4,794.85     | (1,763.22)   | 3,031.63     |
| 2169 | NL00003801 | 1096 AX AMSTERDAM              | KONINGSGRACHT  | USD  | 20,957.16    | (7,706.64)   | 13,250.52    |
| 2169 | POP AMM    | Amsterdam 2 (Pop)              | AMSTERDAM      | USD  | 859,049.69   | (30,007.77)  | 829,041.92   |
| 2169 | POP AMM    | Amsterdam 2 (Pop)              | AMSTERDAM      | USD  | -            | -            | -            |
| 2169 | POP AMS    | Amsterdam G (Pop)              | AMSTERDAM      | USD  | 385,049.21   | (13,450.33)  | 371,598.88   |
| 2169 | POP AMS    | Amsterdam G (Pop)              | AMSTERDAM      | USD  | 164,092.72   | (5,732.00)   | 158,360.72   |
| 2169 | POP CLH    | Paris Clichy (Pop)             | PARIS          | USD  | -            | -            | -            |
| 2169 | POP CLH    | Paris Clichy (Pop)             | PARIS          | USD  | 121,444.84   | (4,242.26)   | 117,202.58   |
| 2169 | POP CLH    | Paris Clichy (Pop)             | PARIS          | USD  | -            | -            | -            |
| 2169 | POP DUB    | Dublin (PoP)                   | DUBLIN         | USD  | 15,028.29    | (524.95)     | 14,503.34    |
| 2169 | POP FRK    | Frankfurt III (PoP)            | FRANKFURT      | USD  | -            | -            | -            |
| 2169 | POP FRK    | Frankfurt III (PoP)            | FRANKFURT      | USD  | 239,640.30   | (8,371.04)   | 231,269.26   |
| 2169 | POP FRK    | Frankfurt III (PoP)            | FRANKFURT      | USD  | 175,871.64   | (6,143.47)   | 169,728.17   |
| 2169 | POP HAW    | Hamburg Wendenstrasse (PoP)    | HAMBURG        | USD  | 1,088,535.76 | (38,024.08)  | 1,050,511.68 |
| 2169 | POP HAW    | Hamburg Wendenstrasse (PoP)    | HAMBURG        | USD  | 168,154.41   | (5,873.89)   | 162,280.52   |
| 2169 | POP HK     | Hong Kong POP                  | HONG KONG      | USD  | 33,568.64    | (6,792.20)   | 26,776.44    |
| 2169 | POP HK     | Hong Kong POP                  | HONG KONG      | USD  | 631,632.10   | (127,802.85) | 503,829.25   |
| 2169 | POP STM    | Stockholm (POP)                | STOCKHOLM      | USD  | 9,950.38     | (458.83)     | 9,391.55     |
| 2169 | POP STM    | Stockholm (POP)                | STOCKHOLM      | USD  | 2,317.74     | (107.97)     | 2,209.77     |
| 2169 | POP STM    | Stockholm (POP)                | STOCKHOLM      | USD  | 4,101.89     | (191.12)     | 3,910.77     |
| 2169 | RSCNWP     | Paris (CNW)                    | PARIS          | USD  | 138,910.14   | (4,852.36)   | 134,057.78   |
| 2169 | USAL004001 | 4521 CHILTON ROAD #352         | BILLINGSLEY    | USD  | 527.43       | (249.38)     | 278.05       |
| 2169 | USAL004102 | "111 VILLAGE STREET, SUITE 206 | BIRMINGHAM     | USD  | 217.61       | (80.02)      | 137.59       |
| 2169 | USAL004103 | 90 MEADOWS DRIVE               | BIRMINGHAM     | USD  | 278.47       | (230.40)     | 48.07        |
| 2169 | USAL004103 | 90 MEADOWS DRIVE               | BIRMINGHAM     | USD  | 18.44        | (12.21)      | 6.23         |
| 2169 | USAL004301 | 8600 MEMORIAL PARKWAY-QWEST    | HUNTSVILLE     | USD  | 1,100.98     | (926.22)     | 174.76       |
| 2169 | USAL004601 | 211 N. CONCEPTION ST.          | MOBILE         | USD  | 38.73        | (32.05)      | 6.68         |
| 2169 | USAL004602 | 10000-MOBILE-FRONTIER          | MOBILE         | USD  | 8,298.77     | (3,405.07)   | 4,893.70     |
| 2169 | USAL004603 | "500 STREET, FRANCIS STREET"   | MOBILE         | USD  | 164,695.59   | (45,215.43)  | 119,480.16   |
| 2169 | USAL004603 | "500 STREET, FRANCIS STREET"   | MOBILE         | USD  | 7,007.85     | (4,857.33)   | 2,150.52     |
| 2169 | USAL004603 | "500 STREET, FRANCIS STREET"   | MOBILE         | USD  | 3.69         | (3.05)       | 0.64         |
| 2169 | USAL004603 | "500 STREET, FRANCIS STREET"   | MOBILE         | USD  | 3,691.54     | (807.45)     | 2,884.09     |
| 2169 | USAL004603 | "500 STREET, FRANCIS STREET"   | MOBILE         | USD  | 12.91        | (4.75)       | 8.16         |
| 2169 | USAL004603 | "500 STREET, FRANCIS STREET"   | MOBILE         | USD  | 211,326.97   | (48,801.55)  | 162,525.42   |
| 2169 | USAL004701 | 525 NORTH COURT                | MONTGOMERY     | USD  | 355.93       | (294.49)     | 61.44        |
| 2169 | USAR005201 | CTI-OPERATIONS NORTEL          | BENTONVILLE    | USD  | 435.21       | (306.55)     | 128.66       |
| 2169 | USAR005201 | CTI-OPERATIONS NORTEL          | BENTONVILLE    | USD  | 31.35        | (31.35)      | -            |
| 2169 | USAR005201 | CTI-OPERATIONS NORTEL          | BENTONVILLE    | USD  | -            | -            | -            |
| 2169 | USAZ005801 | 6135 WEST OLIVE                | GLENDALE       | USD  | 3,616.41     | (1,384.40)   | 2,232.01     |
| 2169 | USAZ005901 | 1845 S. DOBSON SUITE 13        | MESA           | USD  | 44.26        | (36.62)      | 7.64         |
| 2169 | USAZ005902 | 625 W. MCKELLIPS # 212         | MESA           | USD  | 20,825.82    | (9,893.64)   | 11,032.18    |
| 2169 | USAZ006001 | "2824 HIGHWAY 260, SUITE 1"    | OVERGUARD      | USD  | -            | -            | -            |
| 2169 | USAZ006101 | 11024 N. 28 SUITE 140          | PHOENIX        | USD  | 57.17        | (37.84)      | 19.33        |
| 2169 | USAZ006102 | 11225 N 28TH DR 2ND FL STEA208 | PHOENIX        | USD  | 5.53         | (5.53)       | -            |
| 2169 | USAZ006103 | 11811 N TATUM BLVD STE 2900    | PHOENIX        | USD  | 82.98        | (57.41)      | 25.57        |
| 2169 | USAZ006104 | 1209 EAST WASHINGTON STREET    | PHOENIX        | USD  | -            | -            | -            |
| 2169 | USAZ006104 | 1209 EAST WASHINGTON STREET    | PHOENIX        | USD  | -            | -            | -            |
| 2169 | USAZ006107 | 1224 EAST WASHINGTON STREET    | PHOENIX        | USD  | -            | -            | -            |
| 2169 | USAZ006107 | 1224 EAST WASHINGTON STREET    | PHOENIX        | USD  | -            | -            | -            |
| 2169 | USAZ006107 | 1224 EAST WASHINGTON STREET    | PHOENIX        | USD  | -            | -            | -            |
| 2169 | USAZ006107 | 1224 EAST WASHINGTON STREET    | PHOENIX        | USD  | -            | -            | -            |
| 2169 | USAZ006107 | 1224 EAST WASHINGTON STREET    | PHOENIX        | USD  | -            | -            | -            |
| 2169 | USAZ006108 | 14601 SOUTH 50TH STREET        | PHOENIX        | USD  | 157,134.47   | (19,627.47)  | 137,507.00   |
| 2169 | USAZ006108 | 14601 SOUTH 50TH STREET        | PHOENIX        | USD  | 66,603.31    | (32,790.58)  | 33,812.73    |
| 2169 | USAZ006108 | 14601 SOUTH 50TH STREET        | PHOENIX        | USD  | 5,632.94     | (3,678.67)   | 1,954.27     |
| 2169 | USAZ006108 | 14601 SOUTH 50TH STREET        | PHOENIX        | USD  | 75,778.16    | (24,284.27)  | 51,493.89    |
| 2169 | USAZ006108 | 14601 SOUTH 50TH STREET        | PHOENIX        | USD  | 6,225.07     | (57.62)      | 6,167.45     |
| 2169 | USAZ006108 | 14601 SOUTH 50TH STREET        | PHOENIX        | USD  | -            | -            | -            |
| 2169 | USAZ006108 | 14601 SOUTH 50TH STREET        | PHOENIX        | USD  | -            | -            | -            |
| 2169 | USAZ006108 | 14601 SOUTH 50TH STREET        | PHOENIX        | USD  | -            | -            | -            |
| 2169 | USAZ006108 | 14601 SOUTH 50TH STREET        | PHOENIX        | USD  | 63,889.35    | -            | 63,889.35    |
| 2169 | USAZ006108 | 14601 SOUTH 50TH STREET        | PHOENIX        | USD  | -            | -            | -            |
| 2169 | USAZ006108 | 14601 SOUTH 50TH STREET        | PHOENIX        | USD  | -            | -            | -            |
| 2169 | USAZ006109 | 14605 SOUTH 50TH STREET        | PHOENIX        | USD  | 46,152.24    | (10,979.97)  | 35,172.27    |
| 2169 | USAZ006109 | 14605 SOUTH 50TH STREET        | PHOENIX        | USD  | 31,626.94    | (6,835.71)   | 24,791.23    |
| 2169 | USAZ006109 | 14605 SOUTH 50TH STREET        | PHOENIX        | USD  | 25,450.16    | (4,508.68)   | 20,941.48    |
| 2169 | USAZ006109 | 14605 SOUTH 50TH STREET        | PHOENIX        | USD  | -            | -            | -            |
| 2169 | USAZ006109 | 14605 SOUTH 50TH STREET        | PHOENIX        | USD  | 171,037.74   | (89,038.72)  | 81,999.02    |
| 2169 | USAZ006109 | 14605 SOUTH 50TH STREET        | PHOENIX        | USD  | 68,821.14    | (17,617.13)  | 51,204.01    |
| 2169 | USAZ006109 | 14605 SOUTH 50TH STREET        | PHOENIX        | USD  | 2,691,376.26 | (492,650.49) | 1,448,725.77 |

TRADEMARK

| CoCd | Location   | Street Address                 | City         | Crvc | Current APC   | Accumul. dep.  | Curr.bk.val. |
|------|------------|--------------------------------|--------------|------|---------------|----------------|--------------|
| 2169 | USAZ006109 | 14605 SOUTH 50TH STREET        | PHOENIX      | USD  | 97,245.79     | (56,372.82)    | 40,872.97    |
| 2169 | USAZ006109 | 14605 SOUTH 50TH STREET        | PHOENIX      | USD  | 544,511.84    | (272,070.30)   | 272,441.54   |
| 2169 | USAZ006109 | 14605 SOUTH 50TH STREET        | PHOENIX      | USD  | 85,277.69     | (15,260.49)    | 70,017.20    |
| 2169 | USAZ006109 | 14605 SOUTH 50TH STREET        | PHOENIX      | USD  | 398,736.37    | (244,779.96)   | 153,956.41   |
| 2169 | USAZ006109 | 14605 SOUTH 50TH STREET        | PHOENIX      | USD  | 3,565,413.06  | (639,126.09)   | 2,926,286.97 |
| 2169 | USAZ006109 | 14605 SOUTH 50TH STREET        | PHOENIX      | USD  | 75,366.80     | (4,253.58)     | 71,113.22    |
| 2169 | USAZ006109 | 14605 SOUTH 50TH STREET        | PHOENIX      | USD  | -             | -              | -            |
| 2169 | USAZ006109 | 14605 SOUTH 50TH STREET        | PHOENIX      | USD  | 383,080.68    | -              | 383,080.68   |
| 2169 | USAZ006109 | 14605 SOUTH 50TH STREET        | PHOENIX      | USD  | -             | -              | -            |
| 2169 | USAZ006109 | 14605 SOUTH 50TH STREET        | PHOENIX      | USD  | -             | -              | -            |
| 2169 | USAZ006109 | 14605 SOUTH 50TH STREET        | PHOENIX      | USD  | -             | -              | -            |
| 2169 | USAZ006109 | 14605 SOUTH 50TH STREET        | PHOENIX      | USD  | 587,603.23    | -              | 587,603.23   |
| 2169 | USAZ006110 | "2228 W. NORTHERN AVE.,STE B21 | PHOENIX      | USD  | 182.57        | (67.14)        | 115.43       |
| 2169 | USAZ006111 | 2600 N CENTRAL AVE             | PHOENIX      | USD  | -             | -              | -            |
| 2169 | USAZ006111 | 2600 N CENTRAL AVE             | PHOENIX      | USD  | -             | -              | -            |
| 2169 | USAZ006111 | 2600 N CENTRAL AVE             | PHOENIX      | USD  | -             | -              | -            |
| 2169 | USAZ006111 | 2600 N CENTRAL AVE             | PHOENIX      | USD  | 5.52          | (2.01)         | 3.51         |
| 2169 | USAZ006111 | 2600 N CENTRAL AVE             | PHOENIX      | USD  | -             | -              | -            |
| 2169 | USAZ006112 | 2729 EAST CAMELBACK SUITE 270  | PHOENIX      | USD  | 57.17         | (37.84)        | 19.33        |
| 2169 | USAZ006113 | 3110 N. CENTRAL AVENUE         | PHOENIX      | USD  | 103.27        | (37.97)        | 65.30        |
| 2169 | USAZ006114 | "3443 N. CENTRAL AVE. STE 1414 | PHOENIX      | USD  | 27.66         | (27.66)        | -            |
| 2169 | USAZ006115 | 3627 E INDIAN SCHOOL RD STE209 | PHOENIX      | USD  | 5.53          | (5.53)         | -            |
| 2169 | USAZ006116 | 3824 E INDIAN SCHOOL 1ST FLOOR | PHOENIX      | USD  | 9.22          | (9.22)         | -            |
| 2169 | USAZ006117 | 3838 N. CENTRAL                | PHOENIX      | USD  | -             | -              | -            |
| 2169 | USAZ006118 | 3900 E. CAMELBACK ROAD         | PHOENIX      | USD  | 285.85        | (135.13)       | 150.72       |
| 2169 | USAZ006119 | 429 SOUTH 6TH DRIVE            | PHOENIX      | USD  | 730.29        | (268.54)       | 461.75       |
| 2169 | USAZ006120 | 4315 W. VAN BUREN              | PHOENIX      | USD  | 4,572.21      | (460.85)       | 4,111.36     |
| 2169 | USAZ006120 | 4315 W. VAN BUREN              | PHOENIX      | USD  | 79.30         | (52.49)        | 26.81        |
| 2169 | USAZ006121 | 4545 N. 43RD AVENUE SUITE A2   | PHOENIX      | USD  | 105.12        | (52.11)        | 53.01        |
| 2169 | USAZ006122 | 4745 N. 7TH STREET             | PHOENIX      | USD  | 5.53          | (5.53)         | -            |
| 2169 | USAZ006123 | 5225 N. 19TH AVE STE 200       | PHOENIX      | USD  | 16.60         | (16.60)        | -            |
| 2169 | USAZ006124 | 801 S. 16TH STREET             | PHOENIX      | USD  | 963,457.85    | (251,994.25)   | 711,463.60   |
| 2169 | USAZ006124 | 801 S. 16TH STREET             | PHOENIX      | USD  | 75,227.17     | (35,322.67)    | 39,904.50    |
| 2169 | USAZ006124 | 801 S. 16TH STREET             | PHOENIX      | USD  | 149.38        | (54.94)        | 94.44        |
| 2169 | USAZ006124 | 801 S. 16TH STREET             | PHOENIX      | USD  | 30,211.22     | (19,520.86)    | 10,690.36    |
| 2169 | USAZ006124 | 801 S. 16TH STREET             | PHOENIX      | USD  | 2,137.40      | (886.51)       | 1,250.89     |
| 2169 | USAZ006124 | 801 S. 16TH STREET             | PHOENIX      | USD  | 207,265.70    | (87,709.55)    | 119,556.15   |
| 2169 | USAZ006124 | 801 S. 16TH STREET             | PHOENIX      | USD  | 193,645.29    | (107,118.58)   | 86,526.71    |
| 2169 | USAZ006124 | 801 S. 16TH STREET             | PHOENIX      | USD  | 47,051.08     | (31,815.54)    | 15,235.54    |
| 2169 | USAZ006124 | 801 S. 16TH STREET             | PHOENIX      | USD  | 2,130.04      | (1,740.47)     | 389.57       |
| 2169 | USAZ006124 | 801 S. 16TH STREET             | PHOENIX      | USD  | 23,494.83     | (7,549.40)     | 15,945.43    |
| 2169 | USAZ006124 | 801 S. 16TH STREET             | PHOENIX      | USD  | 3,892.50      | (294.28)       | 3,598.22     |
| 2169 | USAZ006124 | 801 S. 16TH STREET             | PHOENIX      | USD  | 3,381,374.65  | (835,907.77)   | 2,545,466.88 |
| 2169 | USAZ006124 | 801 S. 16TH STREET             | PHOENIX      | USD  | 2,075.02      | (19.49)        | 2,055.53     |
| 2169 | USAZ006124 | 801 S. 16TH STREET             | PHOENIX      | USD  | -             | -              | -            |
| 2169 | USAZ006124 | 801 S. 16TH STREET             | PHOENIX      | USD  | -             | -              | -            |
| 2169 | USAZ006124 | 801 S. 16TH STREET             | PHOENIX      | USD  | 270,419.78    | -              | 270,419.78   |
| 2169 | USAZ006124 | 801 S. 16TH STREET             | PHOENIX      | USD  | -             | -              | -            |
| 2169 | USAZ006124 | 801 S. 16TH STREET             | PHOENIX      | USD  | -             | -              | -            |
| 2169 | USAZ006124 | 801 S. 16TH STREET             | PHOENIX      | USD  | 237,595.29    | -              | 237,595.29   |
| 2169 | USAZ006125 | 8629 N. 22ND AVE               | PHOENIX      | USD  | 199.17        | (109.86)       | 89.31        |
| 2169 | USAZ006126 | 9021 N. 25TH AVE STE 260       | PHOENIX      | USD  | 5.53          | (3.67)         | 1.86         |
| 2169 | USAZ006127 | PHO-MB LEVEL 3-FIBER/CONDUIT   | PHOENIX      | USD  | 828,037.37    | (210,536.40)   | 617,500.97   |
| 2169 | USAZ006128 | 120 VAN BUREN                  | Phoenix      | USD  | 27,321.26     | (2,281.51)     | 25,039.75    |
| 2169 | USAZ006301 | 15230 N. 75TH ST.              | SCOTTSDALE   | USD  | 5.53          | (5.53)         | -            |
| 2169 | USAZ006302 | 9414 E. SAN SALVADOR           | SCOTTSDALE   | USD  | 5.53          | (5.53)         | -            |
| 2169 | USAZ006303 | 9832 N. HAYDEN RD. STE 211     | SCOTTSDALE   | USD  | 12.91         | (12.91)        | -            |
| 2169 | USAZ006304 | 3014 NORTH HAYDEN              | SCOTTSDALE   | USD  | 11.07         | (11.07)        | -            |
| 2169 | USAZ006305 | "6900 E. CAMELBACK, SUITE 935" | SCOTTSDALE   | USD  | 18.44         | (18.44)        | -            |
| 2169 | USAZ006306 | 15111 N. HAYDEN RD.            | SCOTTSDALE   | USD  | 40.57         | (33.56)        | 7.01         |
| 2169 | USAZ006307 | 7432 E. STETSON DRIVE          | SCOTTSDALE   | USD  | 82.99         | (54.94)        | 28.05        |
| 2169 | USAZ006308 | 10190 EAST MCKELLIPS           | SCOTTSDALE   | USD  | 143.84        | (72.66)        | 71.18        |
| 2169 | USAZ006501 | 365 SHORT ST                   | SIERRA VISTA | USD  | 9,349.95      | (4,420.65)     | 4,929.30     |
| 2169 | USAZ006701 | 1400 S. MCCLINTOCK SUITE 9     | TEMPE        | USD  | 46.10         | (38.14)        | 7.96         |
| 2169 | USAZ006702 | 1111 E. APACHE BLV.            | TEMPE        | USD  | 12.91         | (8.54)         | 4.37         |
| 2169 | USAZ006703 | "500 WEST BROADWAY, SUITE 102" | TEMPE        | USD  | 79.30         | (52.49)        | 26.81        |
| 2169 | USAZ006704 | 420 E. SOUTHERN                | TEMPE        | USD  | 101.43        | (37.30)        | 64.13        |
| 2169 | USAZ006802 | 210 WEST ELM STREET            | TUCSON       | USD  | 75.61         | (62.56)        | 13.05        |
| 2169 | USAZ006802 | 210 WEST ELM STREET            | TUCSON       | USD  | 1,049.33      | (385.87)       | 663.46       |
| 2169 | USAZ006803 | 177 N CHURCH ST. #600          | TUCSON       | USD  | 1,202.39      | (994.85)       | 207.54       |
| 2169 | USAZ006803 | 177 N CHURCH ST. #600          | TUCSON       | USD  | 3,642.24      | (3,013.57)     | 628.67       |
| 2169 | USAZ006803 | 177 N CHURCH ST. #600          | TUCSON       | USD  | 9,580.46      | (3,564.87)     | 6,015.59     |
| 2169 | USAZ006901 | WILCOX-OFF I-10 & PAGE RANCH   | WILCOX       | USD  | 142.00        | (52.22)        | 89.78        |
| 2169 | USCA007101 | 320 S. GARFIELD                | ALHAMBRA     | USD  | 12.91         | (8.54)         | 4.37         |
| 2169 | USCA007201 | 222 S HARBOR BLVD SUITE 1020   | ANAHEIM      | USD  | -             | -              | -            |
| 2169 | USCA007201 | 222 S HARBOR BLVD SUITE 1020   | ANAHEIM      | USD  | -             | -              | -            |
| 2169 | USCA007201 | 222 S HARBOR BLVD SUITE 1020   | ANAHEIM      | USD  | -             | -              | -            |
| 2169 | USCA007201 | 222 S HARBOR BLVD SUITE 1020   | ANAHEIM      | USD  | -             | -              | -            |
| 2169 | USCA007203 | "704 N. VALLEY ST., STE. Y&Z"  | ANAHEIM      | USD  | 426.00        | (100.71)       | 325.29       |
| 2169 | USCA007204 | 1134 N. GILBERT STREET         | ANAHEIM      | USD  | 18.44         | (10.17)        | 8.27         |
| 2169 | USCA007205 | 2461 W. LAPALMA                | ANAHEIM      | USD  | 33,086.96     | (9,301.83)     | 23,785.13    |
| 2169 | USCA007205 | 2461 W. LAPALMA                | ANAHEIM      | USD  | 1,933,730.59  | (500,560.01)   | 1,433,170.58 |
| 2169 | USCA007205 | 2461 W. LAPALMA                | ANAHEIM      | USD  | 102,118.24    | (44,426.30)    | 57,691.94    |
| 2169 | USCA007205 | 2461 W. LAPALMA                | ANAHEIM      | USD  | 741.35        | (272.63)       | 468.72       |
| 2169 | USCA007205 | 2461 W. LAPALMA                | ANAHEIM      | USD  | 112,056.31    | (72,915.23)    | 39,141.08    |
| 2169 | USCA007205 | 2461 W. LAPALMA                | ANAHEIM      | USD  | 5,084.38      | (2,006.41)     | 3,077.97     |
| 2169 | USCA007205 | 2461 W. LAPALMA                | ANAHEIM      | USD  | 2,498,024.61  | (1,175,650.49) | 1,322,374.12 |
| 2169 | USCA007205 | 2461 W. LAPALMA                | ANAHEIM      | USD  | 7,785.84      | (4,736.49)     | 3,049.35     |
| 2169 | USCA007205 | 2461 W. LAPALMA                | ANAHEIM      | USD  | 10,909.27     | (2,298.26)     | 8,611.01     |
| 2169 | USCA007205 | 2461 W. LAPALMA                | ANAHEIM      | USD  | 234,530.99    | (64,408.90)    | 170,122.09   |
| 2169 | USCA007205 | 2461 W. LAPALMA                | ANAHEIM      | USD  | 69,102.25     | (44,845.35)    | 24,256.90    |
| 2169 | USCA007205 | 2461 W. LAPALMA                | ANAHEIM      | USD  | 28,838.09     | (9,984.62)     | 18,853.47    |
| 2169 | USCA007205 | 2461 W. LAPALMA                | ANAHEIM      | USD  | 11,568,959.73 | (3,383,779.85) | 8,185,179.88 |
| 2169 | USCA007205 | 2461 W. LAPALMA                | ANAHEIM      | USD  | 1,613.90      | (75.19)        | 1,538.74     |

TRADEMARK

REEL: 003737 FRAME: 0104

| CoCd | Location   | Street Address                  | City             | Crcy | Current APC | Accumul. dep. | Curr.bk.val. |
|------|------------|---------------------------------|------------------|------|-------------|---------------|--------------|
| 2169 | USCA007205 | 2461 W. LAPALMA                 | ANAHEIM          | USD  | -           | -             | -            |
| 2169 | USCA007205 | 2461 W. LAPALMA                 | ANAHEIM          | USD  | -           | -             | -            |
| 2169 | USCA007205 | 2461 W. LAPALMA                 | ANAHEIM          | USD  | -           | -             | -            |
| 2169 | USCA007205 | 2461 W. LAPALMA                 | ANAHEIM          | USD  | -           | -             | -            |
| 2169 | USCA007401 | 470 CLOVERLEAF DRIVE            | BALDWIN PARK     | USD  | 40.57       | (33.56)       | 7.01         |
| 2169 | USCA007402 | 414 CLOVERLEAF                  | BALDWIN PARK     | USD  | 55.32       | (45.77)       | 9.55         |
| 2169 | USCA007501 | 531 GETTY COURT                 | BENECIA          | USD  | 6,006.48    | (3,567.92)    | 2,438.56     |
| 2169 | USCA007601 | 735 ASHBY AVE.                  | BERKELEY         | USD  | 77.46       | (51.27)       | 26.19        |
| 2169 | USCA007701 | 9454 WILSHIRE BLVD              | BEVERLY HILLS    | USD  | 99.59       | (72.78)       | 26.81        |
| 2169 | USCA007702 | *325 S ROBERTSON BLVD,2ND FL,B  | BEVERLY HILLS    | USD  | 16.60       | (16.60)       | -            |
| 2169 | USCA007703 | 8530 WILSHIRE BLVD. STE 305     | BEVERLY HILLS    | USD  | 90.36       | (74.76)       | 15.60        |
| 2169 | USCA007801 | THREE POINTE DRIVE              | BREA             | USD  | 180.73      | (85.46)       | 95.27        |
| 2169 | USCA007901 | 3000 WEST ALAMEDA               | BURBANK          | USD  | -           | -             | -            |
| 2169 | USCA008001 | 197 AIRPORT BLVD 1ST FLOOR      | BURLINGAME       | USD  | 68.23       | (68.23)       | -            |
| 2169 | USCA008101 | *1601 N. CARMEN DR., STE. 202*  | CAMARILLO        | USD  | 123.56      | (123.56)      | -            |
| 2169 | USCA008201 | 21430 STRATHERN-SUITE J         | CANOGA PARK      | USD  | 42.42       | (35.10)       | 7.32         |
| 2169 | USCA008301 | *6405 EL CAMINO REAL, 1ST FLOOR | CARLSBAD         | USD  | 230.52      | (127.15)      | 103.37       |
| 2169 | USCA008302 | 6353 EL CAMINO                  | CARLSBAD         | USD  | 62.70       | (34.59)       | 28.11        |
| 2169 | USCA008401 | 1601 NORTH CARMEN DRIVE         | CARMEN           | USD  | 175.20      | (175.20)      | -            |
| 2169 | USCA008501 | 1165 E 230TH STREET             | CARSON           | USD  | 53.48       | (44.25)       | 9.23         |
| 2169 | USCA008502 | 24418 SOUTH MAIN ST STE405/406  | CARSON           | USD  | 79.30       | (52.49)       | 26.81        |
| 2169 | USCA008503 | *519 W. CARSON ST., STE. 203*   | CARSON           | USD  | 105.12      | (57.98)       | 47.14        |
| 2169 | USCA008504 | 966 E. SANDHILL AVENUE          | CARSON           | USD  | 562.47      | (206.82)      | 355.65       |
| 2169 | USCA008601 | 21345 LASSEN STREET             | CHATSWORTH       | USD  | 5.53        | (5.53)        | -            |
| 2169 | USCA008602 | *20440 CORISCO, 1ST FLOOR*      | CHATSWORTH       | USD  | 81.14       | (53.71)       | 27.43        |
| 2169 | USCA008701 | *5171 EDISON AVE, SUITE B*      | CHICO            | USD  | 31.35       | (31.35)       | -            |
| 2169 | USCA008702 | 2520 DOMINIC DRIVE SUITE E      | CHICO            | USD  | 60.85       | (50.35)       | 10.50        |
| 2169 | USCA008801 | 2748 TANAGER AVENUE             | CITY OF COMMERCE | USD  | 210.24      | (77.31)       | 132.93       |
| 2169 | USCA008901 | *18005 CORTNEY COURT, 1ST FLOOR | CITY OF INDUSTRY | USD  | 114.34      | (68.86)       | 45.48        |
| 2169 | USCA008902 | 748 EPPERSON DRIVE              | CITY OF INDUSTRY | USD  | 11.07       | (11.07)       | -            |
| 2169 | USCA008903 | 17700 CASTLETON                 | CITY OF INDUSTRY | USD  | 94.05       | (44.47)       | 49.58        |
| 2169 | USCA009001 | 1401 ENEA CIRCLE                | CONCORD          | USD  | -           | -             | -            |
| 2169 | USCA009002 | *1070 CONCORD AVE, 1ST FL ST12  | CONCORD          | USD  | 44.26       | (36.62)       | 7.64         |
| 2169 | USCA009101 | 1530 WEST 6TH STREET            | CORONA           | USD  | 671.28      | (246.86)      | 424.42       |
| 2169 | USCA009201 | 3140 REDHILL STE 120            | COSTA MESA       | USD  | 11.07       | (11.07)       | -            |
| 2169 | USCA009202 | 3505 CADILLAC AVENUE-SUITE D103 | COSTA MESA       | USD  | 40.57       | (33.56)       | 7.01         |
| 2169 | USCA009203 | 3303 HARBOR BLVD SUITE F-1      | COSTA MESA       | USD  | 90.36       | (74.76)       | 15.60        |
| 2169 | USCA009204 | *1525 MESA VERDE DR, STE 216*   | COSTA MESA       | USD  | 154.91      | (102.53)      | 52.38        |
| 2169 | USCA009205 | *1012 BRIOSO, SUITE 101*        | COSTA MESA       | USD  | 86.68       | (57.38)       | 29.30        |
| 2169 | USCA009206 | *3520 CADILLAC AVE., STE. E*    | COSTA MESA       | USD  | 36.88       | (20.35)       | 16.53        |
| 2169 | USCA009301 | 531 MERCANTILE DRIVE            | COTATI           | USD  | 359.61      | (132.25)      | 227.36       |
| 2169 | USCA009401 | 600 CORPORATE POINT             | CULVER CITY      | USD  | 36,075.74   | (10,812.85)   | 25,262.89    |
| 2169 | USCA009401 | 600 CORPORATE POINT             | CULVER CITY      | USD  | 6,023.07    | (2,205.61)    | 3,817.46     |
| 2169 | USCA009601 | 1855 BUSINESS CENTER DR 1ST FL  | DUARTE           | USD  | 9.22        | (9.22)        | -            |
| 2169 | USCA009801 | 1166-A FESLER STREET            | EL CAJON         | USD  | 217.61      | (80.02)       | 137.59       |
| 2169 | USCA009901 | EL GRANDA                       | EL GRANDA        | USD  | -           | -             | -            |
| 2169 | USCA009901 | EL GRANDA                       | EL GRANDA        | USD  | -           | -             | -            |
| 2169 | USCA009901 | EL GRANDA                       | EL GRANDA        | USD  | -           | -             | -            |
| 2169 | USCA009901 | EL GRANDA                       | EL GRANDA        | USD  | -           | -             | -            |
| 2169 | USCA010001 | 1970 E GRAND                    | EL SEGUNDO       | USD  | 1,964.05    | (1,964.05)    | -            |
| 2169 | USCA010001 | 1970 E GRAND                    | EL SEGUNDO       | USD  | 4,877.97    | (2,482.61)    | 2,395.36     |
| 2169 | USCA010001 | 1970 E GRAND                    | EL SEGUNDO       | USD  | 8,248.25    | (1,269.64)    | 6,978.61     |
| 2169 | USCA010002 | 300 N SEPULVEDA BLVD STE 2050   | EL SEGUNDO       | USD  | 44.26       | (36.62)       | 7.64         |
| 2169 | USCA010003 | 525 S DOUGLAS ST                | EL SEGUNDO       | USD  | 92.21       | (65.31)       | 26.90        |
| 2169 | USCA010004 | 2335 ALASKA AVE.                | EL SEGUNDO       | USD  | 47.95       | (39.68)       | 8.27         |
| 2169 | USCA010005 | 300 N CONTINENTAL ST410 4THFL   | EL SEGUNDO       | USD  | 11.07       | (11.07)       | -            |
| 2169 | USCA010101 | 365 VIA LINDA DEL SUR           | ENCINITAS        | USD  | 55.33       | (36.63)       | 18.70        |
| 2169 | USCA010201 | *16000 VENTURA BLV,#514,515,53  | ENCINO           | USD  | 3.68        | (3.68)        | -            |
| 2169 | USCA010201 | *16000 VENTURA BLV,#514,515,53  | ENCINO           | USD  | 4,877.83    | (2,306.23)    | 2,571.60     |
| 2169 | USCA010202 | *15821 VENTURA BLVD, SUITE 160  | ENCINO           | USD  | 55.33       | (36.63)       | 18.70        |
| 2169 | USCA010203 | *15760 VENTURA BLVD, 8TH FL SA  | ENCINO           | USD  | 16.60       | (10.99)       | 5.61         |
| 2169 | USCA010301 | 9160 MADISON AVE.               | FAIR OAKS        | USD  | 18.44       | (12.21)       | 6.23         |
| 2169 | USCA010401 | *1049 UNION STREET, STE C*      | FAIRFIELD        | USD  | 147.53      | (97.65)       | 49.88        |
| 2169 | USCA010501 | 1291 E HILLSIDE BLVD SUITE 150  | FOSTER CITY      | USD  | 7.38        | (7.38)        | -            |
| 2169 | USCA010601 | 10620 LAWSON RIVER AVENUE #1    | FOUNTAIN VALLEY  | USD  | 88.52       | (73.24)       | 15.28        |
| 2169 | USCA010602 | *8700 WARNER AVE., 2ND FLOOR*   | FOUNTAIN VALLEY  | USD  | 86.67       | (43.16)       | 43.51        |
| 2169 | USCA010701 | 43555 GRIMMER BLVD.             | FREMONT          | USD  | 18.44       | (12.21)       | 6.23         |
| 2169 | USCA010801 | 4709 NORTH EL CAPITAN           | FRESNO           | USD  | 156.75      | (74.10)       | 82.65        |
| 2169 | USCA010901 | *680 LANGSDORF DRIVE, STE 102*  | FULLERTON        | USD  | 202.86      | (111.90)      | 90.96        |
| 2169 | USCA011001 | *300 PLAZA ALICANTE,9THFL ST90  | GARDEN GROVE     | USD  | 1.84        | (1.84)        | -            |
| 2169 | USCA011101 | *1201 W 190TH, 1ST FLOOR*       | GARDENA          | USD  | 197.32      | (130.61)      | 66.71        |
| 2169 | USCA011301 | 404 W CHEVY CHASE DRIVE         | GLENDALE         | USD  | 22.13       | (22.13)       | -            |
| 2169 | USCA011302 | 124 SOUTH ORANGE STREET         | GLENDALE         | USD  | 1,316.74    | (311.27)      | 1,005.47     |
| 2169 | USCA011401 | *11344 COLOMA ROAD, SUITE 680*  | GOLD RIVER       | USD  | 182.57      | (67.14)       | 115.43       |
| 2169 | USCA011601 | GORMAN                          | GORMAN           | USD  | -           | -             | -            |
| 2169 | USCA011701 | 948 HUBER STREET                | GROVER BEACH     | USD  | 824.33      | (315.84)      | 508.49       |
| 2169 | USCA011701 | 948 HUBER STREET                | GROVER BEACH     | USD  | -           | -             | -            |
| 2169 | USCA011801 | 700 ALGUIRE PKWY                | HAYWARD          | USD  | 18.44       | (12.21)       | 6.23         |
| 2169 | USCA011802 | 3481 ARDEN ROAD                 | HAYWARD          | USD  | 140.16      | (77.31)       | 62.85        |
| 2169 | USCA011901 | *6253 HOLLYWOOD BLVD, STE 328*  | HOLLYWOOD        | USD  | 82.99       | (54.94)       | 28.05        |
| 2169 | USCA011902 | 1800 N. HIGHLAND                | HOLLYWOOD        | USD  | 158.60      | (74.99)       | 83.61        |
| 2169 | USCA012101 | 714 ADAMS AVE 1ST FL STE 109    | HUNTINGTON BEACH | USD  | 18.44       | (18.44)       | -            |
| 2169 | USCA012102 | 16892 BOLSA CHICA ST SUITE 204  | HUNTINGTON BEACH | USD  | 46.10       | (38.14)       | 7.96         |
| 2169 | USCA012103 | 7662 EDINGER AVENUE             | HUNTINGTON BEACH | USD  | 97.74       | (80.87)       | 16.87        |
| 2169 | USCA012104 | *101 MAIN STREET, STE. 3C*      | HUNTINGTON BEACH | USD  | 160.44      | (88.49)       | 71.95        |
| 2169 | USCA012105 | 5305 PRODUCTION DRIVE           | HUNTINGTON BEACH | USD  | 71.92       | (29.75)       | 42.17        |
| 2169 | USCA012201 | 2911 SLAUSON AVE                | HUNTINGTON PARK  | USD  | 591.97      | (333.44)      | 258.53       |
| 2169 | USCA012301 | *18537 E GALE #B, 1ST FLOOR*    | INDUSTRIAL       | USD  | 35.04       | (23.20)       | 11.84        |
| 2169 | USCA012302 | 1215 BIXBY AVE 1ST FL           | INDUSTRIAL       | USD  | 188.11      | (103.76)      | 84.35        |
| 2169 | USCA012501 | *10054 MESA RIDGE CT, RM 118*   | IRVINE           | USD  | 14.75       | (14.75)       | -            |
| 2169 | USCA012502 | *15 HAMMOND, SUITE 310*         | IRVINE           | USD  | 3.68        | (3.68)        | -            |
| 2169 | USCA012503 | 16600 ASTON 1ST FLOOR           | IRVINE           | USD  | 12.91       | (12.91)       | -            |
| 2169 | USCA012504 | 17100 GILLETTE AVE              | IRVINE           | USD  | 1.84        | (1.84)        | -            |
| 2169 | USCA012505 | 17922 SKYPARK CIR 1ST FL STE F  | IRVINE           | USD  | 95.89       | (95.89)       | 14.01        |

TRADEMARK

REEL: 003737 FRAME: 0105

| CoCd | Location   | Street Address                 | City         | Crcy | Current APC  | Accumul. dep. | Curr.bk.val. |
|------|------------|--------------------------------|--------------|------|--------------|---------------|--------------|
| 2169 | USCA012506 | 18552 MACARTHUR BLVD           | IRVINE       | USD  | 46.10        | (38.14)       | 7.96         |
| 2169 | USCA012507 | 18881 VON KARMAN               | IRVINE       | USD  | 12.91        | -             | -            |
| 2169 | USCA012508 | "1920 MAIN STREET, STE. 120"   | IRVINE       | USD  | 29.51        | (16.28)       | 13.23        |
| 2169 | USCA012509 | 1929 MAIN STREET SUITE 105     | IRVINE       | USD  | 158.60       | (104.98)      | 53.62        |
| 2169 | USCA012510 | 19800 MACARTHUR BLVD           | IRVINE       | USD  | 20.29        | (16.78)       | 3.51         |
| 2169 | USCA012511 | 2102 BUSINESS CENTER DR STE220 | IRVINE       | USD  | 11.06        | (11.06)       | -            |
| 2169 | USCA012512 | 220 TECHNOLOGY DR 2ND FL ST200 | IRVINE       | USD  | 772.70       | (473.22)      | 299.48       |
| 2169 | USCA012513 | 2300 MICHAELSON ROAD           | IRVINE       | USD  | 3.69         | (3.69)        | -            |
| 2169 | USCA012514 | "2301 DUPONT DR, STE 400"      | IRVINE       | USD  | 12.91        | (12.91)       | -            |
| 2169 | USCA012515 | 60 PARKER                      | IRVINE       | USD  | 66.39        | (43.95)       | 22.44        |
| 2169 | USCA012516 | 72 CORPORATE PARK              | IRVINE       | USD  | 158.60       | (74.99)       | 83.61        |
| 2169 | USCA012517 | "96 CORPORATE PARK, 3RD FL S30 | IRVINE       | USD  | 116.18       | (64.08)       | 52.10        |
| 2169 | USCA012601 | KERN COUNTY                    | KERN         | USD  | -            | -             | -            |
| 2169 | USCA012801 | LA CONCHITA                    | LA CONCHITA  | USD  | -            | -             | -            |
| 2169 | USCA012801 | LA CONCHITA                    | LA CONCHITA  | USD  | -            | -             | -            |
| 2169 | USCA012901 | 1901 EAST LAMBERT RD, STE 201  | LA HALORA    | USD  | 175.20       | (175.20)      | -            |
| 2169 | USCA012901 | 1901 EAST LAMBERT RD, STE 201  | LA HALORA    | USD  | 186.26       | (88.07)       | 98.19        |
| 2169 | USCA013001 | 7474 EL CAJON BLVD             | LA MESA      | USD  | 510.84       | (281.77)      | 229.07       |
| 2169 | USCA013201 | 11 COLUMBIA                    | LAGUNA HILLS | USD  | 7.38         | (7.38)        | -            |
| 2169 | USCA013202 | 23015 DELAGO DRIVE D-2         | LAGUNA HILLS | USD  | 263.71       | (131.80)      | 131.91       |
| 2169 | USCA013401 | 200 S SCHOOL STREET            | LODI         | USD  | 14.75        | (9.77)        | 4.98         |
| 2169 | USCA013501 | 2500 GRAND AVENUE              | LONG BEACH   | USD  | 44.26        | (36.62)       | 7.64         |
| 2169 | USCA013502 | 2220 EAST ARTESIA BLVD         | LONG BEACH   | USD  | 79.30        | (65.61)       | 13.69        |
| 2169 | USCA013503 | 5924 BIXBY VILLAGE, APT 136    | LONG BEACH   | USD  | 38.73        | (25.64)       | 13.09        |
| 2169 | USCA013601 | 4465 CORPORATE CENTER DR       | LOS ALAMITOS | USD  | 11.07        | (11.07)       | -            |
| 2169 | USCA013701 | 4984 EL CAMINO REAL, STE 101   | LOS ALTOS    | USD  | 237.90       | (123.95)      | 113.95       |
| 2169 | USCA013802 | 1200 W. 7TH STREET             | LOS ANGELES  | USD  | 16,509.02    | (3,902.76)    | 12,606.26    |
| 2169 | USCA013802 | 1200 W. 7TH STREET             | LOS ANGELES  | USD  | 5,409.03     | (2,187.88)    | 3,221.15     |
| 2169 | USCA013802 | 1200 W. 7TH STREET             | LOS ANGELES  | USD  | 16,380.91    | (6,573.86)    | 9,807.05     |
| 2169 | USCA013802 | 1200 W. 7TH STREET             | LOS ANGELES  | USD  | 2,418.47     | (260.41)      | 2,158.06     |
| 2169 | USCA013802 | 1200 W. 7TH STREET             | LOS ANGELES  | USD  | 17,381.31    | (6,391.66)    | 10,989.65    |
| 2169 | USCA013802 | 1200 W. 7TH STREET             | LOS ANGELES  | USD  | -            | -             | -            |
| 2169 | USCA013803 | 12424 WILSHIRE BLVD            | LOS ANGELES  | USD  | 16.60        | (16.60)       | -            |
| 2169 | USCA013804 | 1645 VINE STREET               | LOS ANGELES  | USD  | 508.99       | (120.34)      | 388.65       |
| 2169 | USCA013805 | "1801 AVE OF THE STARS 6F,S640 | LOS ANGELES  | USD  | 27.66        | (27.66)       | -            |
| 2169 | USCA013806 | 1925 CENTURY PARK EAST         | LOS ANGELES  | USD  | 193.64       | (93.54)       | 102.10       |
| 2169 | USCA013807 | 2555 BRIAR CREST ROAD          | LOS ANGELES  | USD  | -            | -             | -            |
| 2169 | USCA013807 | 2555 BRIAR CREST ROAD          | LOS ANGELES  | USD  | -            | -             | -            |
| 2169 | USCA013808 | 2724 WEST 8TH STREET           | LOS ANGELES  | USD  | 379.89       | (209.54)      | 170.35       |
| 2169 | USCA013809 | 3151 E WASHINGTON BLVD         | LOS ANGELES  | USD  | 14.75        | (12.21)       | 2.54         |
| 2169 | USCA013811 | 333 SOUTH HOPE ST. 35TH FLOOR  | LOS ANGELES  | USD  | 29.50        | (10.75)       | 18.75        |
| 2169 | USCA013813 | 420 SOUTH GRAND STREET         | LOS ANGELES  | USD  | 9.22         | (2.18)        | 7.04         |
| 2169 | USCA013813 | 420 SOUTH GRAND STREET         | LOS ANGELES  | USD  | 57,814.78    | (38,568.73)   | 19,246.05    |
| 2169 | USCA013813 | 420 SOUTH GRAND STREET         | LOS ANGELES  | USD  | 165,942.25   | (62,696.05)   | 103,246.20   |
| 2169 | USCA013814 | 433 S. OLIVE STREET            | LOS ANGELES  | USD  | 781.93       | (184.38)      | 597.55       |
| 2169 | USCA013814 | 433 S. OLIVE STREET            | LOS ANGELES  | USD  | 1,202.40     | (284.26)      | 918.14       |
| 2169 | USCA013814 | 433 S. OLIVE STREET            | LOS ANGELES  | USD  | 10,766.27    | (3,959.10)    | 6,807.17     |
| 2169 | USCA013815 | 434 SOUTH GRAND STREET         | LOS ANGELES  | USD  | 2,120.80     | (501.36)      | 1,619.44     |
| 2169 | USCA013815 | 434 SOUTH GRAND STREET         | LOS ANGELES  | USD  | -            | -             | -            |
| 2169 | USCA013816 | 444 S FLOWER MAIN FLOOR        | LOS ANGELES  | USD  | 1,488.24     | (708.49)      | 779.75       |
| 2169 | USCA013818 | 530 WEST 6TH STREET            | LOS ANGELES  | USD  | 26,784.75    | (6,331.88)    | 20,452.87    |
| 2169 | USCA013818 | 530 WEST 6TH STREET            | LOS ANGELES  | USD  | 13,917.96    | (5,019.08)    | 8,898.88     |
| 2169 | USCA013819 | "550 SOUTH HOPE ST., SUITE 210 | LOS ANGELES  | USD  | 1,067.78     | (353.40)      | 714.38       |
| 2169 | USCA013820 | 5777 W CENTURY BLV 12THF S1200 | LOS ANGELES  | USD  | 27.66        | (27.66)       | -            |
| 2169 | USCA013821 | 600 W. 7TH STREET              | LOS ANGELES  | USD  | 36.88        | (8.71)        | 28.17        |
| 2169 | USCA013821 | 600 W. 7TH STREET              | LOS ANGELES  | USD  | 182,759.96   | (7,956.96)    | 174,803.00   |
| 2169 | USCA013821 | 600 W. 7TH STREET              | LOS ANGELES  | USD  | -            | -             | -            |
| 2169 | USCA013822 | 611 W 6TH STREET               | LOS ANGELES  | USD  | -            | -             | -            |
| 2169 | USCA013822 | 611 W 6TH STREET               | LOS ANGELES  | USD  | -            | -             | -            |
| 2169 | USCA013822 | 611 W 6TH STREET               | LOS ANGELES  | USD  | 5,082.54     | (1,873.67)    | 3,208.87     |
| 2169 | USCA013823 | 624 S GRAND AVE                | LOS ANGELES  | USD  | 2,105,672.24 | (452,471.22)  | 1,653,201.02 |
| 2169 | USCA013823 | 624 S GRAND AVE                | LOS ANGELES  | USD  | 8,645.32     | (1,399.84)    | 7,245.48     |
| 2169 | USCA013823 | 624 S GRAND AVE                | LOS ANGELES  | USD  | 118.03       | (43.40)       | 74.63        |
| 2169 | USCA013823 | 624 S GRAND AVE                | LOS ANGELES  | USD  | 32,105.17    | (22,534.68)   | 9,570.49     |
| 2169 | USCA013823 | 624 S GRAND AVE                | LOS ANGELES  | USD  | 9,984.34     | (4,048.76)    | 5,935.58     |
| 2169 | USCA013823 | 624 S GRAND AVE                | LOS ANGELES  | USD  | 229,795.20   | (76,352.67)   | 153,442.53   |
| 2169 | USCA013823 | 624 S GRAND AVE                | LOS ANGELES  | USD  | 1,766.69     | (1,649.23)    | 117.46       |
| 2169 | USCA013823 | 624 S GRAND AVE                | LOS ANGELES  | USD  | 5,729.92     | (1,135.15)    | 4,594.77     |
| 2169 | USCA013823 | 624 S GRAND AVE                | LOS ANGELES  | USD  | 1,180.27     | (558.03)      | 622.24       |
| 2169 | USCA013823 | 624 S GRAND AVE                | LOS ANGELES  | USD  | 2,047.03     | (1,693.71)    | 353.32       |
| 2169 | USCA013823 | 624 S GRAND AVE                | LOS ANGELES  | USD  | 20,714.98    | (1,474.95)    | 19,240.03    |
| 2169 | USCA013823 | 624 S GRAND AVE                | LOS ANGELES  | USD  | 3,929,733.37 | (962,387.74)  | 2,967,345.63 |
| 2169 | USCA013823 | 624 S GRAND AVE                | LOS ANGELES  | USD  | -            | -             | -            |
| 2169 | USCA013823 | 624 S GRAND AVE                | LOS ANGELES  | USD  | 95,875.95    | -             | 95,875.95    |
| 2169 | USCA013824 | 630 S. GRAND STREET            | LOS ANGELES  | USD  | 7,507.62     | (1,774.78)    | 5,732.84     |
| 2169 | USCA013824 | 630 S. GRAND STREET            | LOS ANGELES  | USD  | 8,614.12     | (3,167.69)    | 5,446.43     |
| 2169 | USCA013825 | "650 S. GRAND, 10TH FLOOR"     | LOS ANGELES  | USD  | 295.07       | (108.51)      | 186.56       |
| 2169 | USCA013826 | 6818 S. AVALON                 | LOS ANGELES  | USD  | 210.24       | (77.31)       | 132.93       |
| 2169 | USCA013827 | 700 S FLOWER ST                | LOS ANGELES  | USD  | 11.07        | (11.07)       | -            |
| 2169 | USCA013828 | 7400 WEST 81ST                 | LOS ANGELES  | USD  | 18.44        | (12.21)       | 6.23         |
| 2169 | USCA013829 | "777 FIGEUROA STREET, STE 4500 | LOS ANGELES  | USD  | 256.34       | (94.25)       | 162.09       |
| 2169 | USCA013830 | 800 S. HOPE ST.                | LOS ANGELES  | USD  | 6,930.40     | (2,548.54)    | 4,381.86     |
| 2169 | USCA013831 | 811 WILSHIRE BLVD              | LOS ANGELES  | USD  | 86.68        | (86.68)       | -            |
| 2169 | USCA013831 | 811 WILSHIRE BLVD              | LOS ANGELES  | USD  | 1,670.80     | (1,386.86)    | 283.94       |
| 2169 | USCA013831 | 811 WILSHIRE BLVD              | LOS ANGELES  | USD  | 121.70       | (121.70)      | -            |
| 2169 | USCA013831 | 811 WILSHIRE BLVD              | LOS ANGELES  | USD  | -            | -             | -            |
| 2169 | USCA013831 | 811 WILSHIRE BLVD              | LOS ANGELES  | USD  | 34,700.70    | (10,048.98)   | 24,651.72    |
| 2169 | USCA013831 | 811 WILSHIRE BLVD              | LOS ANGELES  | USD  | -            | -             | -            |
| 2169 | USCA013832 | 900 N. ALAMEDA STREET          | LOS ANGELES  | USD  | 29,322.33    | (3,291.99)    | 26,030.34    |
| 2169 | USCA013833 | 9600 SEPULVEDA BLVD.           | LOS ANGELES  | USD  | 94.05        | (44.47)       | 49.58        |
| 2169 | USCA013834 | LA-MB LEVEL 3-FIBER/CONDUIT    | LOS ANGELES  | USD  | 432,810.07   | (110,034.15)  | 322,775.92   |
| 2169 | USCA013835 | LOS ANGELES                    | LOS ANGELES  | USD  | 7,613.22     | (4,112.27)    | 3,500.95     |
| 2169 | USCA013835 | LOS ANGELES                    | LOS ANGELES  | USD  | -            | -             | -            |
| 2169 | USCA013835 | LOS ANGELES                    | LOS ANGELES  | USD  | -            | -             | -            |

TRADEMARK

REEL: 003737 FRAME: 0106

| CoCd | Location   | Street Address                  | City                 | Crcy | Current APC  | Accumul. dep.  | Curr.bk.val. |
|------|------------|---------------------------------|----------------------|------|--------------|----------------|--------------|
| 2169 | USCA013836 | LOS ANGELES COUNTY              | LOS ANGELES          | USD  | -            | -              | -            |
| 2169 | USCA013836 | LOS ANGELES COUNTY              | LOS ANGELES          | USD  | -            | -              | -            |
| 2169 | USCA013837 | LOS ANGELES GLOBAL CENTER       | LOS ANGELES          | USD  | 1,455.05     | (687.94)       | 767.11       |
| 2169 | USCA013838 | ONE WILSHIRE BLVD               | LOS ANGELES          | USD  | 145.69       | (32.13)        | 113.56       |
| 2169 | USCA013838 | ONE WILSHIRE BLVD               | LOS ANGELES          | USD  | 5,112.05     | (1,307.68)     | 3,804.37     |
| 2169 | USCA013838 | ONE WILSHIRE BLVD               | LOS ANGELES          | USD  | -            | -              | -            |
| 2169 | USCA013901 | 22761 PACIFIC COAST HWY         | MALIBU               | USD  | 12.91        | (12.91)        | -            |
| 2169 | USCA014001 | 3013 WASHINGTON BLVD            | MARINA DEL REY       | USD  | 18.44        | (15.26)        | 3.18         |
| 2169 | USCA014101 | 2527 SANDHILL RD 3RD FLOOR      | MENLO PARK           | USD  | 9.22         | (9.22)         | -            |
| 2169 | USCA014102 | 275 MIDDLE RD                   | MENLO PARK           | USD  | 405.72       | (134.27)       | 271.45       |
| 2169 | USCA014201 | MILPITAS                        | MILPITAS             | USD  | 2,513.57     | (284.95)       | 2,228.62     |
| 2169 | USCA014201 | MILPITAS                        | MILPITAS             | USD  | -            | -              | -            |
| 2169 | USCA014202 | "388 S ABBOTT AVE, SUITE 390"   | MILPITAS             | USD  | 27.66        | (27.66)        | -            |
| 2169 | USCA014203 | 426 SOUTHVILLE DRIVE            | MILPITAS             | USD  | 36.88        | (20.35)        | 16.53        |
| 2169 | USCA014301 | "1312 KANSAS AVE, STE 137D"     | MODESTO              | USD  | 143.85       | (95.21)        | 48.64        |
| 2169 | USCA014501 | MONTEREY COUNTY                 | MONTEREY             | USD  | -            | -              | -            |
| 2169 | USCA014701 | 303 RAVENDALE DR                | MOUNTAIN VIEW        | USD  | 5.53         | (5.53)         | -            |
| 2169 | USCA014702 | 2525 CHARLESTON RD.             | MOUNTAIN VIEW        | USD  | 18.44        | (18.44)        | -            |
| 2169 | USCA014703 | "305 HOPE STREET, MOUNTAIN VIE  | MOUNTAIN VIEW        | USD  | 2,360.54     | (558.03)       | 1,802.51     |
| 2169 | USCA014801 | "610 NEWPORT CENTER DR, 8F S83  | NEWPORT BEACH        | USD  | 18.44        | (18.44)        | -            |
| 2169 | USCA014802 | "1527 MONROVIA AVE., STE. 300"  | NEWPORT BEACH        | USD  | 129.09       | (71.21)        | 57.88        |
| 2169 | USCA014803 | "CTI-SALES WEST DIV, NEWPORT B  | NEWPORT BEACH        | USD  | 18.44        | (17.63)        | 0.81         |
| 2169 | USCA014901 | 475 14TH STREET SUITE 1100      | OAKLAND              | USD  | 680.50       | (680.50)       | -            |
| 2169 | USCA014901 | 475 14TH STREET SUITE 1100      | OAKLAND              | USD  | -            | -              | -            |
| 2169 | USCA014901 | 475 14TH STREET SUITE 1100      | OAKLAND              | USD  | 1,726.19     | (1,321.81)     | 404.38       |
| 2169 | USCA014903 | 1614 CAMPBELL STREET            | OAKLAND              | USD  | 212.08       | (77.98)        | 134.10       |
| 2169 | USCA014904 | 1999 HARRISON ST. 8TH FLOOR     | OAKLAND              | USD  | 199.17       | (94.16)        | 105.01       |
| 2169 | USCA015001 | "2122 EL CAMINO REAL, 1ST FLOOR | OCEANSIDE            | USD  | 16.60        | (10.99)        | 5.61         |
| 2169 | USCA015101 | 1720 S. BON VIEW                | ONTARIO              | USD  | 12.91        | (12.91)        | -            |
| 2169 | USCA015102 | 800 N. HAVEN-SUITE 400          | ONTARIO              | USD  | 9.22         | (7.63)         | 1.59         |
| 2169 | USCA015103 | 1920 CARLOS AVE. 1ST FLOOR      | ONTARIO              | USD  | 359.61       | (132.25)       | 227.36       |
| 2169 | USCA015201 | 500 N STATE COLLEGE SUITE 800   | ORANGE               | USD  | 108.81       | (82.00)        | 26.81        |
| 2169 | USCA015202 | "ONE CITY BLVD WEST, SUITE 170  | ORANGE               | USD  | 173.36       | (114.75)       | 58.61        |
| 2169 | USCA015203 | "1045 W. KATELLA, SUITE 300"    | ORANGE               | USD  | 106.96       | (70.79)        | 36.17        |
| 2169 | USCA015301 | 529 BRYANT STREET               | PALO ALTO            | USD  | 9,135.01     | (882.82)       | 8,252.19     |
| 2169 | USCA015301 | 529 BRYANT STREET               | PALO ALTO            | USD  | 81,427.80    | (27,584.47)    | 53,843.33    |
| 2169 | USCA015301 | 529 BRYANT STREET               | PALO ALTO            | USD  | -            | -              | -            |
| 2169 | USCA015301 | 529 BRYANT STREET               | PALO ALTO            | USD  | -            | -              | -            |
| 2169 | USCA015401 | "43 MALAGA COVE PLAZA **A**"    | PALOS VERDES ESTATES | USD  | 77.46        | (51.27)        | 26.19        |
| 2169 | USCA015501 | 110 E. HOLLY STREET             | PASADENA             | USD  | 79.30        | (52.49)        | 26.81        |
| 2169 | USCA015502 | 1035 S. FAIROAKS                | PASADENA             | USD  | 147.53       | (97.65)        | 49.88        |
| 2169 | USCA015601 | PASO ROBLES                     | PASO ROBLES          | USD  | -            | -              | -            |
| 2169 | USCA015601 | PASO ROBLES                     | PASO ROBLES          | USD  | -            | -              | -            |
| 2169 | USCA015801 | "4457 WILLOW RD, 2ND FL STE 20  | PLEASANTON           | USD  | 9.22         | (9.22)         | -            |
| 2169 | USCA015802 | 7133 KILL CENTER PKWY           | PLEASANTON           | USD  | 11.07        | (9.16)         | 1.91         |
| 2169 | USCA015803 | 5064 FRANKLIN DRIVE             | PLEASANTON           | USD  | 44.26        | (36.62)        | 7.64         |
| 2169 | USCA015901 | 4102 W. VALLEY BLVD             | POMONA               | USD  | 5.53         | (5.53)         | -            |
| 2169 | USCA016002 | "3301 SUNRISE BLVD, SUITE D"    | RANCHO CORDOVA       | USD  | 40.57        | (33.56)        | 7.01         |
| 2169 | USCA016003 | "3345 SUNRISE BLVD, BLDG 5"     | RANCHO CORDOVA       | USD  | 55.33        | (36.63)        | 18.70        |
| 2169 | USCA016004 | "3333 SUNRISE BLVD, SUITE J"    | RANCHO CORDOVA       | USD  | 260.03       | (172.13)       | 87.90        |
| 2169 | USCA016202 | 2951 CHURCH CREEK ROAD          | REDDING              | USD  | 1,877.37     | (776.66)       | 1,100.71     |
| 2169 | USCA016301 | "7154 RESEDA BLVD, 1ST FLOOR"   | RESEDA               | USD  | 154.91       | (102.53)       | 52.38        |
| 2169 | USCA016302 | "7116 RESEDA BLVD, 1ST FLOOR"   | RESEDA               | USD  | 154.91       | (102.53)       | 52.38        |
| 2169 | USCA016303 | "7112 RESEDA BLVD, 1ST FLOOR"   | RESEDA               | USD  | 154.91       | (102.53)       | 52.38        |
| 2169 | USCA016304 | 7144 RESEDA BLVD                | RESEDA               | USD  | 215.77       | (119.02)       | 96.75        |
| 2169 | USCA016401 | "2010 IOWA AVE., BLDG E #100"   | RIVERSIDE            | USD  | 156.75       | (74.10)        | 82.65        |
| 2169 | USCA016402 | 11700 STERLING AVE.             | RIVERSIDE            | USD  | 27.66        | (15.26)        | 12.40        |
| 2169 | USCA016501 | "600 MARTIN AVENUE 2ND FL,ST21  | ROHNERT PARK         | USD  | 31.35        | (31.35)        | -            |
| 2169 | USCA016601 | "2130 PROFESSIONAL DR, STE 230  | ROSEVILLE            | USD  | 81.14        | (53.71)        | 27.43        |
| 2169 | USCA016701 | "1010 21ST STREET, 2ND FLOOR"   | SACRAMENTO           | USD  | 468.42       | (221.48)       | 246.94       |
| 2169 | USCA016703 | 1303 J STREET                   | SACRAMENTO           | USD  | 656,198.65   | (171,100.10)   | 485,098.55   |
| 2169 | USCA016703 | 1303 J STREET                   | SACRAMENTO           | USD  | 324.57       | (76.77)        | 247.80       |
| 2169 | USCA016703 | 1303 J STREET                   | SACRAMENTO           | USD  | 50,569.45    | (12,855.79)    | 37,713.66    |
| 2169 | USCA016703 | 1303 J STREET                   | SACRAMENTO           | USD  | 142.00       | (52.22)        | 89.78        |
| 2169 | USCA016703 | 1303 J STREET                   | SACRAMENTO           | USD  | 40,012.98    | (29,886.45)    | 10,126.53    |
| 2169 | USCA016703 | 1303 J STREET                   | SACRAMENTO           | USD  | 138.24       | -              | -            |
| 2169 | USCA016703 | 1303 J STREET                   | SACRAMENTO           | USD  | 2,401,178.07 | (803,789.65)   | 1,597,388.42 |
| 2169 | USCA016703 | 1303 J STREET                   | SACRAMENTO           | USD  | 3,496.57     | (3,108.61)     | 387.96       |
| 2169 | USCA016703 | 1303 J STREET                   | SACRAMENTO           | USD  | 12,056.97    | (916.85)       | 11,140.12    |
| 2169 | USCA016703 | 1303 J STREET                   | SACRAMENTO           | USD  | 995.86       | (936.79)       | 59.07        |
| 2169 | USCA016703 | 1303 J STREET                   | SACRAMENTO           | USD  | 1,691.11     | (1,691.11)     | -            |
| 2169 | USCA016703 | 1303 J STREET                   | SACRAMENTO           | USD  | 7,995,139.91 | (2,569,202.02) | 5,425,937.89 |
| 2169 | USCA016703 | 1303 J STREET                   | SACRAMENTO           | USD  | -            | -              | -            |
| 2169 | USCA016703 | 1303 J STREET                   | SACRAMENTO           | USD  | 58,966.14    | -              | 58,966.14    |
| 2169 | USCA016703 | 1303 J STREET                   | SACRAMENTO           | USD  | 410,400.00   | -              | 410,400.00   |
| 2169 | USCA016704 | "209 COMMERCE CIRCLE **B**"     | SACRAMENTO           | USD  | 16.60        | (16.60)        | -            |
| 2169 | USCA016705 | "3100 FITE CIRCLE, STE. 107"    | SACRAMENTO           | USD  | 55.33        | (55.33)        | -            |
| 2169 | USCA016705 | "3100 FITE CIRCLE, STE. 107"    | SACRAMENTO           | USD  | 184.42       | (87.20)        | 97.22        |
| 2169 | USCA016706 | "3800 WATT AVE., SUITE 110"     | SACRAMENTO           | USD  | 106.96       | (59.00)        | 47.96        |
| 2169 | USCA016707 | "5301 MADISON AVE, SUITE 402"   | SACRAMENTO           | USD  | 64.55        | (42.72)        | 21.83        |
| 2169 | USCA016708 | 770 L STREET                    | SACRAMENTO           | USD  | 223,667.00   | (60,000.86)    | 163,666.14   |
| 2169 | USCA016708 | 770 L STREET                    | SACRAMENTO           | USD  | 10,065.96    | (2,043.53)     | 8,022.43     |
| 2169 | USCA016708 | 770 L STREET                    | SACRAMENTO           | USD  | 14.75        | (5.42)         | 9.33         |
| 2169 | USCA016708 | 770 L STREET                    | SACRAMENTO           | USD  | 12,360.73    | (2,873.79)     | 9,486.94     |
| 2169 | USCA016708 | 770 L STREET                    | SACRAMENTO           | USD  | 1,121.34     | (198.57)       | 922.77       |
| 2169 | USCA016708 | 770 L STREET                    | SACRAMENTO           | USD  | 894.42       | (379.26)       | 515.16       |
| 2169 | USCA016708 | 770 L STREET                    | SACRAMENTO           | USD  | 1,355.28     | (271.60)       | 1,083.68     |
| 2169 | USCA016708 | 770 L STREET                    | SACRAMENTO           | USD  | 4,580.90     | (3,876.50)     | 704.40       |
| 2169 | USCA016708 | 770 L STREET                    | SACRAMENTO           | USD  | 894.42       | (422.88)       | 471.54       |
| 2169 | USCA016708 | 770 L STREET                    | SACRAMENTO           | USD  | 50,746.86    | (26,031.62)    | 24,715.24    |
| 2169 | USCA016708 | 770 L STREET                    | SACRAMENTO           | USD  | 1,595,121.10 | (675,556.82)   | 919,564.28   |
| 2169 | USCA016801 | 238 JOHN STREET                 | SALINAS              | USD  | -            | -              | -            |
| 2169 | USCA016803 | "1514 MOFFETT STREET, SUITE ""  | SALINAS              | USD  | 64.55        | -              | 21.83        |

TRADEMARK

REEL: 003737 FRAME: 0107





| CoCd | Location   | Street Address                  | City             | Crev | Current APC | Accumul. dep. | Curr.bk.val. |
|------|------------|---------------------------------|------------------|------|-------------|---------------|--------------|
| 2169 | USCA017327 | "CTI-OPERATIONS POOL, SAN FRAN  | SAN FRANCISCO    | USD  | 328.27      | (238.31)      | 89.96        |
| 2169 | USCA017327 | "CTI-OPERATIONS POOL, SAN FRAN  | SAN FRANCISCO    | USD  | -           | -             | -            |
| 2169 | USCA017328 | CTI-SALES WEST DIV NAM'S        | SAN FRANCISCO    | USD  | 282.16      | (155.92)      | 126.24       |
| 2169 | USCA017328 | CTI-SALES WEST DIV NAM'S        | SAN FRANCISCO    | USD  | 1,667.13    | (921.28)      | 745.85       |
| 2169 | USCA017328 | CTI-SALES WEST DIV NAM'S        | SAN FRANCISCO    | USD  | 12.91       | (12.91)       | -            |
| 2169 | USCA017328 | CTI-SALES WEST DIV NAM'S        | SAN FRANCISCO    | USD  | 649.15      | (358.73)      | 290.42       |
| 2169 | USCA017329 | CTI-SALES WEST DIV RAE'S        | SAN FRANCISCO    | USD  | 1,012.45    | (239.35)      | 773.10       |
| 2169 | USCA017329 | CTI-SALES WEST DIV RAE'S        | SAN FRANCISCO    | USD  | 632.55      | (296.14)      | 336.41       |
| 2169 | USCA017329 | CTI-SALES WEST DIV RAE'S        | SAN FRANCISCO    | USD  | 118.03      | (65.22)       | 52.81        |
| 2169 | USCA017329 | CTI-SALES WEST DIV RAE'S        | SAN FRANCISCO    | USD  | 83.00       | (68.46)       | 14.54        |
| 2169 | USCA017330 | CTI-WHOLESALE OPERATIONS        | SAN FRANCISCO    | USD  | -           | -             | -            |
| 2169 | USCA017331 | SANFR-MB LEVEL 3-FIBER/CONDUIT  | SAN FRANCISCO    | USD  | 36,037.67   | (3,910.69)    | 32,126.98    |
| 2169 | USCA017331 | SANFR-MB LEVEL 3-FIBER/CONDUIT  | SAN FRANCISCO    | USD  | 949,235.81  | (241,323.48)  | 707,912.33   |
| 2169 | USCA017401 | "301 W. VALLEY BLVD, STE 207"   | SAN GABRIEL      | USD  | 44.26       | (36.62)       | 7.64         |
| 2169 | USCA017501 | "11 GREAT OAKS BLVD, 1ST FL"    | SAN JOSE         | USD  | 167.82      | (37.03)       | 130.79       |
| 2169 | USCA017501 | "11 GREAT OAKS BLVD, 1ST FL"    | SAN JOSE         | USD  | 7,673.84    | (4,279.41)    | 3,394.43     |
| 2169 | USCA017501 | "11 GREAT OAKS BLVD, 1ST FL"    | SAN JOSE         | USD  | 399,249.02  | (38,990.38)   | 360,258.64   |
| 2169 | USCA017501 | "11 GREAT OAKS BLVD, 1ST FL"    | SAN JOSE         | USD  | 191,372.68  | -             | 191,372.68   |
| 2169 | USCA017502 | "151 METRO DRIVE, SUITE 100"    | SAN JOSE         | USD  | 69,067.92   | (16,327.59)   | 52,740.33    |
| 2169 | USCA017502 | "151 METRO DRIVE, SUITE 100"    | SAN JOSE         | USD  | -           | -             | -            |
| 2169 | USCA017502 | "151 METRO DRIVE, SUITE 100"    | SAN JOSE         | USD  | 116.17      | (98.66)       | 17.51        |
| 2169 | USCA017502 | "151 METRO DRIVE, SUITE 100"    | SAN JOSE         | USD  | 3,799.00    | (1,396.98)    | 2,402.02     |
| 2169 | USCA017503 | 1930 ALMADEN ROAD               | SAN JOSE         | USD  | 18.44       | (12.21)       | 6.23         |
| 2169 | USCA017504 | 2085 HAMILTON AVENUE            | SAN JOSE         | USD  | 143.84      | (79.34)       | 64.50        |
| 2169 | USCA017505 | 2211 JUNCTION AVENUE            | SAN JOSE         | USD  | 9.22        | (2.18)        | 7.04         |
| 2169 | USCA017506 | 2514 CHANNING AVENUE            | SAN JOSE         | USD  | 62.70       | (51.88)       | 10.82        |
| 2169 | USCA017507 | 30 GREAT OAKS BLVD              | SAN JOSE         | USD  | 44.26       | (36.62)       | 7.64         |
| 2169 | USCA017508 | "305 HOPE STREET, SAN JOSE"     | SAN JOSE         | USD  | 1,576.77    | (372.72)      | 1,204.05     |
| 2169 | USCA017508 | "305 HOPE STREET, SAN JOSE"     | SAN JOSE         | USD  | 936.84      | (221.48)      | 715.36       |
| 2169 | USCA017508 | "305 HOPE STREET, SAN JOSE"     | SAN JOSE         | USD  | 204.72      | (48.07)       | 156.65       |
| 2169 | USCA017509 | 333 W SANTA CLARA               | SAN JOSE         | USD  | -           | -             | -            |
| 2169 | USCA017509 | 333 W SANTA CLARA               | SAN JOSE         | USD  | -           | -             | -            |
| 2169 | USCA017509 | 333 W SANTA CLARA               | SAN JOSE         | USD  | -           | -             | -            |
| 2169 | USCA017509 | 333 W SANTA CLARA               | SAN JOSE         | USD  | -           | -             | -            |
| 2169 | USCA017510 | 350 S WINCHESTER BLVD 2ND FLOOR | SAN JOSE         | USD  | 29.51       | (29.51)       | -            |
| 2169 | USCA017511 | 41 N. FIRST STREET              | SAN JOSE         | USD  | 110.65      | (61.03)       | 49.62        |
| 2169 | USCA017513 | "55 ALMADEN BLVD., STE. 300"    | SAN JOSE         | USD  | 1,663.44    | (393.25)      | 1,270.19     |
| 2169 | USCA017514 | "55 S MARKET ST, SUITE 1180"    | SAN JOSE         | USD  | 8,881.21    | (2,088.30)    | 6,792.91     |
| 2169 | USCA017514 | "55 S MARKET ST, SUITE 1180"    | SAN JOSE         | USD  | 38,437.50   | (3,771.12)    | 34,666.38    |
| 2169 | USCA017514 | "55 S MARKET ST, SUITE 1180"    | SAN JOSE         | USD  | 17,997.62   | (734.94)      | 17,262.68    |
| 2169 | USCA017514 | "55 S MARKET ST, SUITE 1180"    | SAN JOSE         | USD  | -           | -             | -            |
| 2169 | USCA017514 | "55 S MARKET ST, SUITE 1180"    | SAN JOSE         | USD  | -           | -             | -            |
| 2169 | USCA017515 | 95 SOUTH ALMADEN                | SAN JOSE         | USD  | 4,538.50    | (918.43)      | 3,620.07     |
| 2169 | USCA017515 | 95 SOUTH ALMADEN                | SAN JOSE         | USD  | 17,611.83   | (6,866.37)    | 10,745.46    |
| 2169 | USCA017516 | SANJO-MB LEVEL 3-FIBER/CONDUIT  | SAN JOSE         | USD  | 17,710.08   | (5,608.00)    | 12,102.08    |
| 2169 | USCA017516 | SANJO-MB LEVEL 3-FIBER/CONDUIT  | SAN JOSE         | USD  | 749,917.07  | (190,664.16)  | 559,252.91   |
| 2169 | USCA017601 | SAN JUAN BATISTA                | SAN JUAN BATISTA | USD  | -           | -             | -            |
| 2169 | USCA017601 | SAN JUAN BATISTA                | SAN JUAN BATISTA | USD  | -           | -             | -            |
| 2169 | USCA017701 | 14425 CATALINA STREET           | SAN LEANDRO      | USD  | 12.91       | (12.91)       | -            |
| 2169 | USCA017801 | SAN LUIS OBISPO                 | SAN LUIS OBISPO  | USD  | -           | -             | -            |
| 2169 | USCA017801 | SAN LUIS OBISPO                 | SAN LUIS OBISPO  | USD  | 49.79       | (18.30)       | 31.49        |
| 2169 | USCA017801 | SAN LUIS OBISPO                 | SAN LUIS OBISPO  | USD  | -           | -             | -            |
| 2169 | USCA017802 | 761 SANTA ROSA STREET           | SAN LUIS OBISPO  | USD  | 617.80      | (204.46)      | 413.34       |
| 2169 | USCA017803 | 763 SANTA ROSA STREET           | SAN LUIS OBISPO  | USD  | -           | -             | -            |
| 2169 | USCA017803 | 763 SANTA ROSA STREET           | SAN LUIS OBISPO  | USD  | -           | -             | -            |
| 2169 | USCA017803 | 763 SANTA ROSA STREET           | SAN LUIS OBISPO  | USD  | -           | -             | -            |
| 2169 | USCA017803 | 763 SANTA ROSA STREET           | SAN LUIS OBISPO  | USD  | -           | -             | -            |
| 2169 | USCA017803 | 763 SANTA ROSA STREET           | SAN LUIS OBISPO  | USD  | -           | -             | -            |
| 2169 | USCA017803 | 763 SANTA ROSA STREET           | SAN LUIS OBISPO  | USD  | -           | -             | -            |
| 2169 | USCA017804 | SAN LUIS OBISPO COUNTY          | SAN LUIS OBISPO  | USD  | -           | -             | -            |
| 2169 | USCA017805 | 99 MCMILLAN STREET              | SAN LUIS OBISPO  | USD  | 7,686.51    | (3,179.92)    | 4,506.59     |
| 2169 | USCA017806 | "2945 MCMILLAN AVE, 1ST FL ST22 | SAN LUIS OBISPO  | USD  | 145.69      | (74.57)       | 71.12        |
| 2169 | USCA017901 | SAN MATEO COUNTY                | SAN MATEO        | USD  | -           | -             | -            |
| 2169 | USCA018101 | 111 SMITH RANCH RD.             | SAN RAFAEL       | USD  | 59.01       | (39.05)       | 19.96        |
| 2169 | USCA018102 | 120 N. REDWOOD DRIVE            | SAN RAFAEL       | USD  | 132.78      | (62.78)       | 70.00        |
| 2169 | USCA018301 | 2530 N GRAND AVENUE             | SANTA ANA        | USD  | 11.07       | (11.07)       | -            |
| 2169 | USCA018302 | 1224 VILLAGE WAY                | SANTA ANA        | USD  | 1.84        | (1.84)        | -            |
| 2169 | USCA018303 | "6 HUTTON CENTRE, 10TH FL ST105 | SANTA ANA        | USD  | 12.91       | (12.91)       | -            |
| 2169 | USCA018304 | "302 N TUSTIN AVE, SUITE 701"   | SANTA ANA        | USD  | 431.53      | (285.64)      | 145.89       |
| 2169 | USCA018305 | "1540 FIRST STREET, ROOM 200"   | SANTA ANA        | USD  | 221.30      | (123.81)      | 97.49        |
| 2169 | USCA018402 | 3035 GIBRALTAR RD               | SANTA BARBARA    | USD  | -           | -             | -            |
| 2169 | USCA018402 | 3035 GIBRALTAR RD               | SANTA BARBARA    | USD  | -           | -             | -            |
| 2169 | USCA018403 | SANTA BARBARA                   | SANTA BARBARA    | USD  | -           | -             | -            |
| 2169 | USCA018404 | SANTA BARBARA COUNTY            | SANTA BARBARA    | USD  | -           | -             | -            |
| 2169 | USCA018404 | SANTA BARBARA COUNTY            | SANTA BARBARA    | USD  | -           | -             | -            |
| 2169 | USCA018501 | SANTA CLARA-TAX COUNTY          | SANTA CLARA      | USD  | 19,363.80   | (10,700.73)   | 8,663.07     |
| 2169 | USCA018503 | SANTA CLARA                     | SANTA CLARA      | USD  | -           | -             | -            |
| 2169 | USCA018503 | SANTA CLARA                     | SANTA CLARA      | USD  | 26,485.56   | (10,816.32)   | 15,669.24    |
| 2169 | USCA018503 | SANTA CLARA                     | SANTA CLARA      | USD  | 6,940.00    | (572.69)      | 6,367.31     |
| 2169 | USCA018503 | SANTA CLARA                     | SANTA CLARA      | USD  | 9,207.09    | (940.88)      | 8,266.21     |
| 2169 | USCA018504 | 2880 LAKESIDE DR, SUITE 350     | SANTA CLARA      | USD  | 14.75       | (14.75)       | -            |
| 2169 | USCA018505 | 1700 SPACE PARK DRIVE           | SANTA CLARA      | USD  | 25,166.98   | (6,633.94)    | 18,533.04    |
| 2169 | USCA018505 | 1700 SPACE PARK DRIVE           | SANTA CLARA      | USD  | 2,720.00    | (253.94)      | 2,466.06     |
| 2169 | USCA018505 | 1700 SPACE PARK DRIVE           | SANTA CLARA      | USD  | 172,266.22  | (64,683.48)   | 107,582.74   |
| 2169 | USCA018505 | 1700 SPACE PARK DRIVE           | SANTA CLARA      | USD  | -           | -             | -            |
| 2169 | USCA018601 | 11333 GREENSTONE AVE            | SANTA FE SPRINGS | USD  | 497.92      | (278.09)      | 219.83       |
| 2169 | USCA018701 | 2811 AIRPARK DRIVE              | SANTA MARIA      | USD  | 55.33       | (55.33)       | -            |
| 2169 | USCA018801 | SANTA PAULA                     | SANTA PAULA      | USD  | -           | -             | -            |
| 2169 | USCA018901 | "CTI-SALES WEST DIV, SANTA ROS  | SANTA ROSA       | USD  | -           | -             | -            |
| 2169 | USCA019001 | SANTA SUSANNA                   | SANTA SUSANNA    | USD  | -           | -             | -            |
| 2169 | USCA019101 | "8665 ARGENT STREET, SUITE D"   | SANTEE           | USD  | 14.75       | (14.75)       | -            |
| 2169 | USCA019301 | SISQUOC                         | SISQUOC          | USD  | 485.02      | (160.52)      | 324.50       |
| 2169 | USCA019301 | SISQUOC                         | SISQUOC          | USD  | -           | -             | -            |
| 2169 | USCA019501 | 5625 FIRESTONE BLVD.            | SOUTH GATE       | USD  | 81.14       | (81.14)       | 27.43        |

TRADEMARK

REEL: 003737 FRAME: 0109

| CoCd | Location   | Street Address                    | City              | Crcy | Current APC  | Accumul. dep.  | Curr.bk.val. |
|------|------------|-----------------------------------|-------------------|------|--------------|----------------|--------------|
| 2169 | USCA019601 | SOUTH PASADENA                    | SOUTH PASADENA    | USD  | -            | -              | -            |
| 2169 | USCA019701 | "343 E MAIN STREET, STE 322"      | STOCKTON          | USD  | 105.12       | (105.12)       | -            |
| 2169 | USCA019701 | "343 E MAIN STREET, STE 322"      | STOCKTON          | USD  | 5.52         | (5.52)         | -            |
| 2169 | USCA019702 | 3525 W BENJAMIN HOLD DR           | STOCKTON          | USD  | 18.44        | (12.21)        | 6.23         |
| 2169 | USCA019901 | 8969 BRADLEY AVENUE               | SUN VALLEY        | USD  | 295.06       | (195.31)       | 99.75        |
| 2169 | USCA020001 | "1004 STEWART DR, 1ST FLOOR"      | SUNNYVALE         | USD  | 903.64       | (460.82)       | 442.82       |
| 2169 | USCA020002 | 1244 REAMWOOD AVE.                | SUNNYVALE         | USD  | 5,698.49     | (2,711.67)     | 2,986.82     |
| 2169 | USCA020004 | 960 HAMLIN COURT                  | SUNNYVALE         | USD  | -            | -              | -            |
| 2169 | USCA020005 | 1111 KARLSTAD DRIVE               | SUNNYVALE         | USD  | -            | -              | -            |
| 2169 | USCA020006 | 1154 EAST ARQUES AVENUE           | SUNNYVALE         | USD  | -            | -              | -            |
| 2169 | USCA020008 | 444 TOYAMA DR                     | SUNNYVALE         | USD  | 41,772.92    | (5,515.11)     | 36,257.81    |
| 2169 | USCA020008 | 444 TOYAMA DR                     | SUNNYVALE         | USD  | 33,029.38    | (8,199.02)     | 24,830.36    |
| 2169 | USCA020008 | 444 TOYAMA DR                     | SUNNYVALE         | USD  | 185,870.35   | (31,632.86)    | 154,237.49   |
| 2169 | USCA020008 | 444 TOYAMA DR                     | SUNNYVALE         | USD  | 29,110.28    | (24,975.70)    | 4,134.58     |
| 2169 | USCA020008 | 444 TOYAMA DR                     | SUNNYVALE         | USD  | 8,313.57     | (1,990.24)     | 6,323.33     |
| 2169 | USCA020008 | 444 TOYAMA DR                     | SUNNYVALE         | USD  | 12.91        | (4.75)         | 8.16         |
| 2169 | USCA020008 | 444 TOYAMA DR                     | SUNNYVALE         | USD  | 81,444.61    | (4,384.60)     | 77,060.01    |
| 2169 | USCA020008 | 444 TOYAMA DR                     | SUNNYVALE         | USD  | 1,108.35     | (262.02)       | 846.33       |
| 2169 | USCA020008 | 444 TOYAMA DR                     | SUNNYVALE         | USD  | 3,773,755.49 | (1,505,305.67) | 2,268,449.82 |
| 2169 | USCA020008 | 444 TOYAMA DR                     | SUNNYVALE         | USD  | -            | -              | -            |
| 2169 | USCA020008 | 444 TOYAMA DR                     | SUNNYVALE         | USD  | -            | -              | -            |
| 2169 | USCA020008 | 444 TOYAMA DR                     | SUNNYVALE         | USD  | 65,155.41    | -              | 65,155.41    |
| 2169 | USCA020009 | 255 CASPIAN WAY                   | SUNNYVALE         | USD  | -            | -              | -            |
| 2169 | USCA020101 | 9267 LA ROSA DRIVE                | TEMPLE CITY       | USD  | 9.22         | (9.22)         | -            |
| 2169 | USCA020301 | 19701 HAMILTON AVE 2ND FLOOR      | TORRANCE          | USD  | 29.51        | (24.42)        | 5.09         |
| 2169 | USCA020402 | 15991 RED HILL AVE SUITE 201      | TUSTIN            | USD  | -            | -              | -            |
| 2169 | USCA020403 | 1451 EDINGER AVE                  | TUSTIN            | USD  | 12.91        | (12.91)        | -            |
| 2169 | USCA020404 | "1342 BELL AVE., STE. 3G"         | TUSTIN            | USD  | 46.10        | (21.79)        | 24.31        |
| 2169 | USCA020501 | 7118 DECELISS PLACE               | VAN NUYS          | USD  | 3.68         | (3.68)         | -            |
| 2169 | USCA020502 | "14435 SHERMAN WAY, SUITE 218"    | VAN NUYS          | USD  | 55.33        | (36.63)        | 18.70        |
| 2169 | USCA020503 | "6320 VAN NUYS BLVD, STE 420"     | VAN NUYS          | USD  | 143.85       | (95.21)        | 48.64        |
| 2169 | USCA020504 | 7730 GLORIA                       | VAN NUYS          | USD  | 215.77       | (119.02)       | 96.75        |
| 2169 | USCA020505 | 13222 KESWICK STREET              | VAN NUYS          | USD  | 186.26       | (102.74)       | 83.52        |
| 2169 | USCA020601 | 2253 S. SANTA FE                  | VISTA             | USD  | 6,646.40     | (3,142.39)     | 3,504.01     |
| 2169 | USCA020602 | 170 EUCALYPTUS AVE.               | VISTA             | USD  | 18.44        | (18.44)        | -            |
| 2169 | USCA020603 | "956 VALE TERRACE, 1ST FL, STE 11 | VISTA             | USD  | 215.77       | (119.02)       | 96.75        |
| 2169 | USCA020701 | 20519 WALNUT DRIVE 1ST FLOOR      | WALNUT            | USD  | 12.91        | (12.91)        | -            |
| 2169 | USCA020702 | 21038 COMMERCE POINT DRIVE        | WALNUT            | USD  | 12.91        | (12.91)        | -            |
| 2169 | USCA020801 | 2815 N MITCHELL DRIVE             | WALNUT CREEK      | USD  | 9.20         | (9.20)         | -            |
| 2169 | USCA020802 | "CTI-SALES WEST DIV, WALNUT CR    | WALNUT CREEK      | USD  | 820.65       | (609.14)       | 211.51       |
| 2169 | USCA020901 | "1502 W. CONVINA, SUITE 217"      | WEST CONVINA      | USD  | 112.49       | (62.05)        | 50.44        |
| 2169 | USCA021001 | "4045 E. THOUSAND OAKS, STE 105   | WEST LAKE VILLAGE | USD  | 256.34       | (94.25)        | 162.09       |
| 2169 | USCA021101 | "21731 VENTURA BLVD, SUITE 350    | WOODLAND HILLS    | USD  | 25.82        | (25.82)        | -            |
| 2169 | USCA021102 | 6312 VARIEL 1ST FLOOR STE 214     | WOODLAND HILLS    | USD  | 29.51        | (29.51)        | -            |
| 2169 | USCA021103 | 6230 CANAGA BLVD                  | WOODLAND HILLS    | USD  | 57.17        | (57.17)        | -            |
| 2169 | USCA021104 | "21300 VICTORY BLVD, SUITE 920    | WOODLAND HILLS    | USD  | 282.16       | (177.51)       | 104.65       |
| 2169 | USCA021201 | WOODY                             | WOODY             | USD  | -            | -              | -            |
| 2169 | USCO021501 | 13900 E. HARVARD                  | AURORA            | USD  | 92.21        | (33.91)        | 58.30        |
| 2169 | USCO021601 | 6350 NAUTILUS DRIVE, BOULDER      | BOULDER           | USD  | -            | -              | -            |
| 2169 | USCO021602 | 4888 PEARL EAST CIRCLE            | BOULDER           | USD  | 5.53         | (5.53)         | -            |
| 2169 | USCO021801 | 1120 N CIRCLE DR STE 16           | COLORADO SPRINGS  | USD  | 12.91        | (12.91)        | -            |
| 2169 | USCO021802 | 5040 CORPORATE PLAZA DRIVE        | COLORADO SPRINGS  | USD  | 1.84         | (1.84)         | -            |
| 2169 | USCO021804 | "4065 N SINTON RD, 2ND FL STE 20  | COLORADO SPRINGS  | USD  | 27.66        | (27.66)        | -            |
| 2169 | USCO021805 | 2870 JANITELL RD.                 | COLORADO SPRINGS  | USD  | 29.51        | (29.51)        | -            |
| 2169 | USCO021806 | "5825 DELMONICO DRIVE, SUITE 30   | COLORADO SPRINGS  | USD  | 118.03       | (65.10)        | 52.93        |
| 2169 | USCO021807 | 5040-B CORPORATE PLAZA DR ST B    | COLORADO SPRINGS  | USD  | 86.67        | (86.67)        | -            |
| 2169 | USCO022001 | 1050 17TH ST.                     | DENVER            | USD  | 138.32       | (83.28)        | 55.04        |
| 2169 | USCO022002 | 1306 S. SHERMAN STREET            | DENVER            | USD  | 3.69         | (3.69)         | -            |
| 2169 | USCO022003 | "1616 CHAMPA STREET, SUITE 301    | DENVER            | USD  | 650.98       | (538.63)       | 112.35       |
| 2169 | USCO022004 | 1660 LINCOLN ST STE 2540          | DENVER            | USD  | -            | -              | -            |
| 2169 | USCO022004 | 1660 LINCOLN ST STE 2540          | DENVER            | USD  | -            | -              | -            |
| 2169 | USCO022004 | 1660 LINCOLN ST STE 2540          | DENVER            | USD  | -            | -              | -            |
| 2169 | USCO022004 | 1660 LINCOLN ST STE 2540          | DENVER            | USD  | -            | -              | -            |
| 2169 | USCO022005 | 1900 GRANT STREET SUTIE 750       | DENVER            | USD  | -            | -              | -            |
| 2169 | USCO022005 | 1900 GRANT STREET SUTIE 750       | DENVER            | USD  | -            | -              | -            |
| 2169 | USCO022005 | 1900 GRANT STREET SUTIE 750       | DENVER            | USD  | -            | -              | -            |
| 2169 | USCO022005 | 1900 GRANT STREET SUTIE 750       | DENVER            | USD  | -            | -              | -            |
| 2169 | USCO022005 | 1900 GRANT STREET SUTIE 750       | DENVER            | USD  | -            | -              | -            |
| 2169 | USCO022005 | 1900 GRANT STREET SUTIE 750       | DENVER            | USD  | -            | -              | -            |
| 2169 | USCO022005 | 1900 GRANT STREET SUTIE 750       | DENVER            | USD  | -            | -              | -            |
| 2169 | USCO022006 | 2350 ARAPAHOE ST.                 | DENVER            | USD  | 66.38        | (66.38)        | -            |
| 2169 | USCO022007 | 3755 MARK DABLING BLVD            | DENVER            | USD  | 143.85       | (95.21)        | 48.64        |
| 2169 | USCO022008 | 469 S1 CHERRY STREET SUITE 200    | DENVER            | USD  | 97.74        | (62.86)        | 34.88        |
| 2169 | USCO022009 | 4700 KINGSTON                     | DENVER            | USD  | 1,715.07     | (1,153.94)     | 561.13       |
| 2169 | USCO022010 | "555 17TH STREET, SUITE 845"      | DENVER            | USD  | 254.50       | (93.59)        | 160.91       |
| 2169 | USCO022011 | "655 BROADWAY, 8TH FLOOR"         | DENVER            | USD  | 1.84         | (1.84)         | -            |
| 2169 | USCO022012 | 700 14TH STREET                   | DENVER            | USD  | 3,496.55     | (1,653.17)     | 1,843.38     |
| 2169 | USCO022013 | 789 SHERMAN STREET SUITE 420      | DENVER            | USD  | 106.96       | (106.96)       | -            |
| 2169 | USCO022014 | 910 15TH STREET                   | DENVER            | USD  | 671.28       | (671.28)       | -            |
| 2169 | USCO022014 | 910 15TH STREET                   | DENVER            | USD  | 1,023.52     | (561.51)       | 462.01       |
| 2169 | USCO022015 | "910 16TH STREET, SUITE 1225"     | DENVER            | USD  | 248.96       | (164.80)       | 84.16        |
| 2169 | USCO022016 | 931 14TH STREET                   | DENVER            | USD  | 25,709.59    | (6,077.70)     | 19,631.89    |
| 2169 | USCO022016 | 931 14TH STREET                   | DENVER            | USD  | 11,350.89    | (4,158.20)     | 7,192.69     |
| 2169 | USCO022017 | 950 17TH STREET (ALL FLOORS)      | DENVER            | USD  | 602,251.11   | (168,485.19)   | 433,765.92   |
| 2169 | USCO022017 | 950 17TH STREET (ALL FLOORS)      | DENVER            | USD  | 195,422.76   | (13,065.31)    | 182,357.45   |
| 2169 | USCO022017 | 950 17TH STREET (ALL FLOORS)      | DENVER            | USD  | 95.90        | (35.27)        | 60.63        |
| 2169 | USCO022017 | 950 17TH STREET (ALL FLOORS)      | DENVER            | USD  | 40,516.44    | (32,118.86)    | 8,397.58     |
| 2169 | USCO022017 | 950 17TH STREET (ALL FLOORS)      | DENVER            | USD  | 32,202.91    | (14,122.05)    | 18,080.86    |
| 2169 | USCO022017 | 950 17TH STREET (ALL FLOORS)      | DENVER            | USD  | 2,704,857.75 | (809,293.73)   | 1,895,564.02 |
| 2169 | USCO022017 | 950 17TH STREET (ALL FLOORS)      | DENVER            | USD  | 101,344.56   | (67,812.30)    | 33,532.26    |
| 2169 | USCO022017 | 950 17TH STREET (ALL FLOORS)      | DENVER            | USD  | 48,898.64    | (21,286.79)    | 27,611.85    |
| 2169 | USCO022017 | 950 17TH STREET (ALL FLOORS)      | DENVER            | USD  | 897,698.97   | (196,598.41)   | 701,100.56   |
| 2169 | USCO022017 | 950 17TH STREET (ALL FLOORS)      | DENVER            | USD  | 68,737.18    | (36,819.63)    | 31,917.55    |
| 2169 | USCO022017 | 950 17TH STREET (ALL FLOORS)      | DENVER            | USD  | 52,378.56    | (17,643.82)    | 34,734.74    |
| 2169 | USCO022017 | 950 17TH STREET (ALL FLOORS)      | DENVER            | USD  | 5,807,438.44 | (4,980,217.40) | 827,221.04   |

TRADEMARK

REEL: 003737 FRAME: 0110

| CoCd | Location   | Street Address                 | City              | Crcy | Current APC  | Accumul. dep.  | Curr.bk.val. |
|------|------------|--------------------------------|-------------------|------|--------------|----------------|--------------|
| 2169 | USCO022017 | 950 17TH STREET (ALL FLOORS)   | DENVER            | USD  | -            | -              | -            |
| 2169 | USCO022017 | 950 17TH STREET (ALL FLOORS)   | DENVER            | USD  | -            | -              | -            |
| 2169 | USCO022017 | 950 17TH STREET (ALL FLOORS)   | DENVER            | USD  | 1,253,716.63 | -              | 1,253,716.63 |
| 2169 | USCO022018 | CIT-FACILITIES                 | DENVER            | USD  | 29.51        | (16.31)        | 13.20        |
| 2169 | USCO022019 | CIT-IT NETWORK ENG             | DENVER            | USD  | 62,849.36    | (18,415.84)    | 44,433.52    |
| 2169 | USCO022019 | CIT-IT NETWORK ENG             | DENVER            | USD  | 22,755.22    | (14,971.29)    | 7,783.93     |
| 2169 | USCO022019 | CIT-IT NETWORK ENG             | DENVER            | USD  | -            | -              | -            |
| 2169 | USCO022019 | CIT-IT NETWORK ENG             | DENVER            | USD  | 148,950.07   | (71,520.57)    | 77,429.50    |
| 2169 | USCO022019 | CIT-IT NETWORK ENG             | DENVER            | USD  | 914.71       | (864.65)       | 50.06        |
| 2169 | USCO022019 | CIT-IT NETWORK ENG             | DENVER            | USD  | 173.35       | (143.97)       | 29.38        |
| 2169 | USCO022019 | CIT-IT NETWORK ENG             | DENVER            | USD  | 7,385.94     | (4,071.18)     | 3,314.76     |
| 2169 | USCO022020 | CIT-OPERATIONS                 | DENVER            | USD  | 1,200.56     | (361.51)       | 839.05       |
| 2169 | USCO022021 | CIT-OPERATIONS CCALL ADMIN     | DENVER            | USD  | 27,138.83    | (9,009.16)     | 18,129.67    |
| 2169 | USCO022022 | CIT-OPERATIONS EVENT           | DENVER            | USD  | -            | -              | -            |
| 2169 | USCO022022 | CIT-OPERATIONS EVENT           | DENVER            | USD  | 3,762.11     | (2,079.00)     | 1,683.11     |
| 2169 | USCO022023 | CIT-OPERATIONS FINANCE         | DENVER            | USD  | 3,762.11     | (2,079.00)     | 1,683.11     |
| 2169 | USCO022024 | CIT-OPERATIONS GLOBAL          | DENVER            | USD  | -            | -              | -            |
| 2169 | USCO022024 | CIT-OPERATIONS GLOBAL          | DENVER            | USD  | 11,682.82    | (6,465.22)     | 5,217.60     |
| 2169 | USCO022025 | CIT-OPERATIONS NMC             | DENVER            | USD  | 5,357.32     | (1,613.17)     | 3,744.15     |
| 2169 | USCO022025 | CIT-OPERATIONS NMC             | DENVER            | USD  | -            | -              | -            |
| 2169 | USCO022025 | CIT-OPERATIONS NMC             | DENVER            | USD  | 2,952.50     | (1,654.44)     | 1,298.06     |
| 2169 | USCO022025 | CIT-OPERATIONS NMC             | DENVER            | USD  | 523.74       | (346.86)       | 176.88       |
| 2169 | USCO022025 | CIT-OPERATIONS NMC             | DENVER            | USD  | -            | -              | -            |
| 2169 | USCO022025 | CIT-OPERATIONS NMC             | DENVER            | USD  | 250.81       | (138.60)       | 112.21       |
| 2169 | USCO022026 | CIT-OPERATIONS TRAINING        | DENVER            | USD  | 27.66        | (15.41)        | 12.25        |
| 2169 | USCO022026 | CIT-OPERATIONS TRAINING        | DENVER            | USD  | 2,469.38     | (1,364.57)     | 1,104.81     |
| 2169 | USCO022027 | CTI-RETAIL OPERATIONS POOL     | DENVER            | USD  | 512.68       | (404.41)       | 108.27       |
| 2169 | USCO022027 | CTI-RETAIL OPERATIONS POOL     | DENVER            | USD  | 15,776.90    | (9,187.56)     | 6,589.34     |
| 2169 | USCO022027 | CTI-RETAIL OPERATIONS POOL     | DENVER            | USD  | -            | -              | -            |
| 2169 | USCO022027 | CTI-RETAIL OPERATIONS POOL     | DENVER            | USD  | 333,975.78   | (189,828.38)   | 144,147.40   |
| 2169 | USCO022027 | CTI-RETAIL OPERATIONS POOL     | DENVER            | USD  | 5,322.24     | (4,529.53)     | 792.71       |
| 2169 | USCO022027 | CTI-RETAIL OPERATIONS POOL     | DENVER            | USD  | -            | -              | -            |
| 2169 | USCO022028 | CTI-W/S OPERATIONS POOL        | DENVER            | USD  | 2,679.58     | (1,736.55)     | 943.03       |
| 2169 | USCO022028 | CTI-W/S OPERATIONS POOL        | DENVER            | USD  | 24,049.83    | (14,194.51)    | 9,855.32     |
| 2169 | USCO022029 | DEN-MB LEVEL 3-FIBER/CONDUIT   | DENVER            | USD  | 643,606.83   | (163,629.61)   | 479,977.22   |
| 2169 | USCO022030 | VIDEO OPERATIONS, DENVER       | DENVER            | USD  | 151,727.33   | (58,892.28)    | 92,835.05    |
| 2169 | USCO022101 | DOTSERO-COLORADO RIVER & I-70  | DOTSERO           | USD  | 28,031.41    | (11,596.56)    | 16,434.85    |
| 2169 | USCO022201 | 6909 S. HOLLY CIRCLE #350      | ENGLEWOOD         | USD  | 9.22         | (7.63)         | 1.59         |
| 2169 | USCO022202 | *5660 GREENWOOD PLAZA BLV,ST40 | ENGLEWOOD         | USD  | 210.24       | (139.17)       | 71.07        |
| 2169 | USCO022204 | 5800 DTC PARKWAY               | ENGLEWOOD         | USD  | 55.32        | (26.17)        | 29.15        |
| 2169 | USCO022401 | 217 RACQUET DR. STE 5          | FT. COLLINS       | USD  | 118.03       | (78.13)        | 39.90        |
| 2169 | USCO022501 | "17301 WEST COLFAX, SUITE 408" | GOLDEN            | USD  | 302.44       | (111.21)       | 191.23       |
| 2169 | USCO022601 | GRANDJUNCTION-70 BUS & N 28TH  | GRAND JUNCTION    | USD  | 7,686.51     | (3,179.92)     | 4,506.59     |
| 2169 | USCO022701 | 7000 F. BELLVIEW               | GREENWOOD VILLAGE | USD  | 18.44        | (18.44)        | -            |
| 2169 | USCO022801 | 155 SHERIDAN                   | LAKEWOOD          | USD  | 8,453.69     | (3,529.34)     | 4,924.35     |
| 2169 | USCO022901 | *3595 S TELLER, SUITE 305"     | LITTLETON         | USD  | 5.53         | (5.53)         | -            |
| 2169 | USCO023101 | *361 CENTENNIAL BLVD., 3RD FL" | LOUISVILLE        | USD  | 59.01        | (32.55)        | 26.46        |
| 2169 | USCO023601 | 12000 NORTH PECOS STREET       | WESTMINSTER       | USD  | -            | -              | -            |
| 2169 | USCO023601 | 12000 NORTH PECOS STREET       | WESTMINSTER       | USD  | -            | -              | -            |
| 2169 | USCO023601 | 12000 NORTH PECOS STREET       | WESTMINSTER       | USD  | -            | -              | -            |
| 2169 | USCO023601 | 12000 NORTH PECOS STREET       | WESTMINSTER       | USD  | -            | -              | -            |
| 2169 | USCO023602 | "12050 N. PECOS ST., STE 100"  | WESTMINSTER       | USD  | -            | -              | -            |
| 2169 | USCO023603 | 12110 NORTH PECOS STREET       | WESTMINSTER       | USD  | -            | -              | -            |
| 2169 | USCO023604 | 1499 WEST 121 STREET           | WESTMINSTER       | USD  | 312,271.72   | (50,232.05)    | 262,039.67   |
| 2169 | USCO023604 | 1499 WEST 121 STREET           | WESTMINSTER       | USD  | 6,894.87     | (2,713.23)     | 4,181.64     |
| 2169 | USCO023604 | 1499 WEST 121 STREET           | WESTMINSTER       | USD  | 7,594.36     | (2,202.37)     | 5,391.99     |
| 2169 | USCO023604 | 1499 WEST 121 STREET           | WESTMINSTER       | USD  | 9,629.16     | (2,371.58)     | 7,257.58     |
| 2169 | USCO023604 | 1499 WEST 121 STREET           | WESTMINSTER       | USD  | 2,286,596.29 | (1,021,840.60) | 1,264,755.69 |
| 2169 | USCO023604 | 1499 WEST 121 STREET           | WESTMINSTER       | USD  | 4,055.39     | (1,788.66)     | 2,266.73     |
| 2169 | USCO023604 | 1499 WEST 121 STREET           | WESTMINSTER       | USD  | 151,144.61   | (67,019.89)    | 84,124.72    |
| 2169 | USCO023604 | 1499 WEST 121 STREET           | WESTMINSTER       | USD  | 31,512.00    | (17,728.23)    | 13,783.77    |
| 2169 | USCO023604 | 1499 WEST 121 STREET           | WESTMINSTER       | USD  | 64,140.00    | (20,729.33)    | 43,410.67    |
| 2169 | USCO023604 | 1499 WEST 121 STREET           | WESTMINSTER       | USD  | 148,354.95   | (10,166.19)    | 138,188.76   |
| 2169 | USCO023604 | 1499 WEST 121 STREET           | WESTMINSTER       | USD  | -            | -              | -            |
| 2169 | USCO023604 | 1499 WEST 121 STREET           | WESTMINSTER       | USD  | -            | -              | -            |
| 2169 | USCO023604 | 1499 WEST 121 STREET           | WESTMINSTER       | USD  | -            | -              | -            |
| 2169 | USCO023604 | 1499 WEST 121 STREET           | WESTMINSTER       | USD  | -            | -              | -            |
| 2169 | USCO023605 | CTI                            | WESTMINSTER       | USD  | 1,100.98     | (472.23)       | 628.75       |
| 2169 | USCO023605 | CTI                            | WESTMINSTER       | USD  | 1,973.26     | (817.34)       | 1,155.92     |
| 2169 | USCO023605 | CTI                            | WESTMINSTER       | USD  | 1,877.37     | (712.43)       | 1,164.94     |
| 2169 | USCO023605 | CTI                            | WESTMINSTER       | USD  | 6,799.45     | (6,374.58)     | 424.87       |
| 2169 | USCO023605 | CTI                            | WESTMINSTER       | USD  | 20,203.05    | (17,088.21)    | 3,114.84     |
| 2169 | USCO023605 | CTI                            | WESTMINSTER       | USD  | 433.38       | (179.50)       | 253.88       |
| 2169 | USCO023606 | CTI-BUSINESS PROCESS           | WESTMINSTER       | USD  | 374.37       | (310.92)       | 63.45        |
| 2169 | USCO023606 | CTI-BUSINESS PROCESS           | WESTMINSTER       | USD  | 555.10       | (229.92)       | 325.18       |
| 2169 | USCO023606 | CTI-BUSINESS PROCESS           | WESTMINSTER       | USD  | 1,466.13     | (1,128.44)     | 337.69       |
| 2169 | USCO023606 | CTI-BUSINESS PROCESS           | WESTMINSTER       | USD  | 278.47       | (247.84)       | 30.63        |
| 2169 | USCO023607 | CTI-CENTRAL NATIONAL ACCOUNTS  | WESTMINSTER       | USD  | 34,878.79    | (19,397.73)    | 15,481.06    |
| 2169 | USCO023607 | CTI-CENTRAL NATIONAL ACCOUNTS  | WESTMINSTER       | USD  | 23.97        | (23.97)        | -            |
| 2169 | USCO023608 | CTI-CORPORATE PLUS             | WESTMINSTER       | USD  | 603.04       | (249.78)       | 353.26       |
| 2169 | USCO023609 | CTI-EXECUTIVE STAFF            | WESTMINSTER       | USD  | 73.77        | (34.93)        | 38.84        |
| 2169 | USCO023610 | CTI-GA ACCOUNTING              | WESTMINSTER       | USD  | -            | -              | -            |
| 2169 | USCO023610 | CTI-GA ACCOUNTING              | WESTMINSTER       | USD  | 125.40       | (69.89)        | 55.51        |
| 2169 | USCO023610 | CTI-GA ACCOUNTING              | WESTMINSTER       | USD  | -            | -              | -            |
| 2169 | USCO023610 | CTI-GA ACCOUNTING              | WESTMINSTER       | USD  | 693.41       | (628.82)       | 64.59        |
| 2169 | USCO023610 | CTI-GA ACCOUNTING              | WESTMINSTER       | USD  | -            | -              | -            |
| 2169 | USCO023611 | CTI-GA BUS ANALYSIS            | WESTMINSTER       | USD  | 678.66       | (595.89)       | 82.77        |
| 2169 | USCO023612 | CTI-GA CCALL ADMIN             | WESTMINSTER       | USD  | 101.44       | (56.08)        | 45.36        |
| 2169 | USCO023612 | CTI-GA CCALL ADMIN             | WESTMINSTER       | USD  | 350.40       | (285.00)       | 65.40        |
| 2169 | USCO023613 | CTI-GA CCALL BILLING           | WESTMINSTER       | USD  | 1,751.96     | (483.55)       | 1,268.41     |
| 2169 | USCO023613 | CTI-GA CCALL BILLING           | WESTMINSTER       | USD  | -            | -              | -            |
| 2169 | USCO023613 | CTI-GA CCALL BILLING           | WESTMINSTER       | USD  | 221.27       | (122.37)       | 98.90        |
| 2169 | USCO023613 | CTI-GA CCALL BILLING           | WESTMINSTER       | USD  | 748.77       | (648.64)       | 100.13       |
| 2169 | USCO023613 | CTI-GA CCALL BILLING           | WESTMINSTER       | USD  | -            | -              | -            |

TRADEMARK

REEL: 003737 FRAME: 0111

| CoCd | Location   | Street Address                 | City        | Crcy | Current APC | Accumul. dep. | Curr.bk.val. |
|------|------------|--------------------------------|-------------|------|-------------|---------------|--------------|
| 2169 | USCO023614 | CTI-GA FACILITIES              | WESTMINSTER | USD  | 106,272.22  | (39,292.20)   | 66,980.02    |
| 2169 | USCO023614 | CTI-GA FACILITIES              | WESTMINSTER | USD  | 21,316.84   | (14,744.30)   | 6,572.54     |
| 2169 | USCO023614 | CTI-GA FACILITIES              | WESTMINSTER | USD  | 12,920.25   | (6,877.64)    | 6,042.61     |
| 2169 | USCO023614 | CTI-GA FACILITIES              | WESTMINSTER | USD  | 70.08       | (38.73)       | 31.35        |
| 2169 | USCO023614 | CTI-GA FACILITIES              | WESTMINSTER | USD  | 663.86      | (576.86)      | 87.00        |
| 2169 | USCO023614 | CTI-GA FACILITIES              | WESTMINSTER | USD  | 33.20       | (27.57)       | 5.63         |
| 2169 | USCO023614 | CTI-GA FACILITIES              | WESTMINSTER | USD  | 938.68      | (938.68)      | -            |
| 2169 | USCO023614 | CTI-GA FACILITIES              | WESTMINSTER | USD  | 1,775.93    | (893.86)      | 882.07       |
| 2169 | USCO023615 | CTI-GA GENERAL ADMIN           | WESTMINSTER | USD  | -           | -             | -            |
| 2169 | USCO023615 | CTI-GA GENERAL ADMIN           | WESTMINSTER | USD  | 4,307.98    | (2,401.93)    | 1,906.05     |
| 2169 | USCO023615 | CTI-GA GENERAL ADMIN           | WESTMINSTER | USD  | 36,772.72   | (20,003.68)   | 16,769.04    |
| 2169 | USCO023615 | CTI-GA GENERAL ADMIN           | WESTMINSTER | USD  | 324.59      | (290.64)      | 33.95        |
| 2169 | USCO023615 | CTI-GA GENERAL ADMIN           | WESTMINSTER | USD  | -           | -             | -            |
| 2169 | USCO023616 | CTI-GA HUMAN RESOURCES         | WESTMINSTER | USD  | 66.39       | (66.39)       | -            |
| 2169 | USCO023616 | CTI-GA HUMAN RESOURCES         | WESTMINSTER | USD  | 14.75       | (8.16)        | 6.59         |
| 2169 | USCO023616 | CTI-GA HUMAN RESOURCES         | WESTMINSTER | USD  | -           | -             | -            |
| 2169 | USCO023616 | CTI-GA HUMAN RESOURCES         | WESTMINSTER | USD  | 573.53      | (558.97)      | 14.56        |
| 2169 | USCO023616 | CTI-GA HUMAN RESOURCES         | WESTMINSTER | USD  | 2,489.63    | (2,489.63)    | -            |
| 2169 | USCO023616 | CTI-GA HUMAN RESOURCES         | WESTMINSTER | USD  | 10,548.66   | (3,879.07)    | 6,669.59     |
| 2169 | USCO023617 | CTI-HSG ENGINEERING            | WESTMINSTER | USD  | 1,047.49    | (829.65)      | 217.84       |
| 2169 | USCO023617 | CTI-HSG ENGINEERING            | WESTMINSTER | USD  | 3,422.78    | (2,322.16)    | 1,100.62     |
| 2169 | USCO023617 | CTI-HSG ENGINEERING            | WESTMINSTER | USD  | 2,165.09    | (1,908.31)    | 256.78       |
| 2169 | USCO023617 | CTI-HSG ENGINEERING            | WESTMINSTER | USD  | 553.27      | (553.27)      | -            |
| 2169 | USCO023618 | CTI-IT ADMIN                   | WESTMINSTER | USD  | 966.34      | (355.72)      | 610.62       |
| 2169 | USCO023618 | CTI-IT ADMIN                   | WESTMINSTER | USD  | 743.23      | (681.06)      | 62.17        |
| 2169 | USCO023618 | CTI-IT ADMIN                   | WESTMINSTER | USD  | 81.14       | (81.14)       | -            |
| 2169 | USCO023619 | CTI-IT DEVELOP                 | WESTMINSTER | USD  | 8,306.14    | (2,561.30)    | 5,744.84     |
| 2169 | USCO023619 | CTI-IT DEVELOP                 | WESTMINSTER | USD  | 3,122.18    | (2,647.81)    | 474.37       |
| 2169 | USCO023619 | CTI-IT DEVELOP                 | WESTMINSTER | USD  | 34,246.26   | (18,889.53)   | 15,356.73    |
| 2169 | USCO023619 | CTI-IT DEVELOP                 | WESTMINSTER | USD  | 27,675.48   | (14,581.23)   | 13,094.25    |
| 2169 | USCO023619 | CTI-IT DEVELOP                 | WESTMINSTER | USD  | 94,359.17   | (90,142.19)   | 4,216.98     |
| 2169 | USCO023619 | CTI-IT DEVELOP                 | WESTMINSTER | USD  | 35,801.00   | (29,689.14)   | 6,111.86     |
| 2169 | USCO023619 | CTI-IT DEVELOP                 | WESTMINSTER | USD  | 1,123.10    | (615.53)      | 507.57       |
| 2169 | USCO023620 | *CTI-IT NETWORK ENG, WESTMINST | WESTMINSTER | USD  | 45,838.73   | (18,238.06)   | 27,600.67    |
| 2169 | USCO023620 | *CTI-IT NETWORK ENG, WESTMINST | WESTMINSTER | USD  | 55,826.73   | (32,079.12)   | 23,747.61    |
| 2169 | USCO023620 | *CTI-IT NETWORK ENG, WESTMINST | WESTMINSTER | USD  | 1,338.87    | (739.89)      | 598.98       |
| 2169 | USCO023620 | *CTI-IT NETWORK ENG, WESTMINST | WESTMINSTER | USD  | 202,988.14  | (94,360.45)   | 108,627.69   |
| 2169 | USCO023620 | *CTI-IT NETWORK ENG, WESTMINST | WESTMINSTER | USD  | 17,912.49   | (15,788.14)   | 2,124.35     |
| 2169 | USCO023620 | *CTI-IT NETWORK ENG, WESTMINST | WESTMINSTER | USD  | 7,699.41    | (7,337.43)    | 361.98       |
| 2169 | USCO023620 | *CTI-IT NETWORK ENG, WESTMINST | WESTMINSTER | USD  | 11,900.44   | (5,239.50)    | 6,660.94     |
| 2169 | USCO023621 | CTI-MARKETING                  | WESTMINSTER | USD  | 103.27      | (48.89)       | 54.38        |
| 2169 | USCO023621 | CTI-MARKETING                  | WESTMINSTER | USD  | 575.37      | (556.40)      | 18.97        |
| 2169 | USCO023621 | CTI-MARKETING                  | WESTMINSTER | USD  | -           | -             | -            |
| 2169 | USCO023622 | CTI-MODULAR FURNITURE          | WESTMINSTER | USD  | 2,050.72    | (2,050.72)    | -            |
| 2169 | USCO023622 | CTI-MODULAR FURNITURE          | WESTMINSTER | USD  | 27,186.77   | (15,242.45)   | 11,944.32    |
| 2169 | USCO023622 | CTI-MODULAR FURNITURE          | WESTMINSTER | USD  | 188.10      | (138.31)      | 49.79        |
| 2169 | USCO023623 | CTI-OPERATIONS CORP            | WESTMINSTER | USD  | 444.45      | (354.42)      | 90.03        |
| 2169 | USCO023623 | CTI-OPERATIONS CORP            | WESTMINSTER | USD  | -           | -             | -            |
| 2169 | USCO023623 | CTI-OPERATIONS CORP            | WESTMINSTER | USD  | 485.02      | (286.34)      | 198.68       |
| 2169 | USCO023623 | CTI-OPERATIONS CORP            | WESTMINSTER | USD  | -           | -             | -            |
| 2169 | USCO023624 | CTI-OPERATIONS ENHANCED        | WESTMINSTER | USD  | 1,702.17    | (936.97)      | 765.20       |
| 2169 | USCO023624 | CTI-OPERATIONS ENHANCED        | WESTMINSTER | USD  | 3,507.61    | (3,230.26)    | 277.35       |
| 2169 | USCO023624 | CTI-OPERATIONS ENHANCED        | WESTMINSTER | USD  | -           | -             | -            |
| 2169 | USCO023624 | CTI-OPERATIONS ENHANCED        | WESTMINSTER | USD  | 278.49      | (202.50)      | 75.99        |
| 2169 | USCO023624 | CTI-OPERATIONS ENHANCED        | WESTMINSTER | USD  | -           | -             | -            |
| 2169 | USCO023624 | CTI-OPERATIONS ENHANCED        | WESTMINSTER | USD  | 228.67      | (228.67)      | -            |
| 2169 | USCO023625 | *CTI-OPERATIONS EVENT, WESTMIN | WESTMINSTER | USD  | 1,112.01    | (577.12)      | 534.89       |
| 2169 | USCO023625 | *CTI-OPERATIONS EVENT, WESTMIN | WESTMINSTER | USD  | 6,452.75    | (4,138.54)    | 2,314.21     |
| 2169 | USCO023625 | *CTI-OPERATIONS EVENT, WESTMIN | WESTMINSTER | USD  | 743.15      | (416.62)      | 326.53       |
| 2169 | USCO023625 | *CTI-OPERATIONS EVENT, WESTMIN | WESTMINSTER | USD  | 2,318.31    | (1,989.29)    | 329.02       |
| 2169 | USCO023625 | *CTI-OPERATIONS EVENT, WESTMIN | WESTMINSTER | USD  | -           | -             | -            |
| 2169 | USCO023625 | *CTI-OPERATIONS EVENT, WESTMIN | WESTMINSTER | USD  | 317.20      | (160.48)      | 156.72       |
| 2169 | USCO023626 | CTI-OPERATIONS FINANCE         | WESTMINSTER | USD  | 418.63      | (418.63)      | -            |
| 2169 | USCO023626 | CTI-OPERATIONS FINANCE         | WESTMINSTER | USD  | 392.83      | (217.78)      | 175.05       |
| 2169 | USCO023626 | CTI-OPERATIONS FINANCE         | WESTMINSTER | USD  | 1,936.38    | (1,070.07)    | 866.31       |
| 2169 | USCO023626 | CTI-OPERATIONS FINANCE         | WESTMINSTER | USD  | 2,880.60    | (1,591.86)    | 1,288.74     |
| 2169 | USCO023626 | CTI-OPERATIONS FINANCE         | WESTMINSTER | USD  | 581.02      | (426.64)      | 154.38       |
| 2169 | USCO023627 | *CTI-OPERATIONS GLOBAL, WESTMI | WESTMINSTER | USD  | 3,684.65    | (2,948.47)    | 736.18       |
| 2169 | USCO023627 | *CTI-OPERATIONS GLOBAL, WESTMI | WESTMINSTER | USD  | 1,300.13    | (820.96)      | 479.17       |
| 2169 | USCO023627 | *CTI-OPERATIONS GLOBAL, WESTMI | WESTMINSTER | USD  | 20,394.72   | (17,010.52)   | 3,384.20     |
| 2169 | USCO023627 | *CTI-OPERATIONS GLOBAL, WESTMI | WESTMINSTER | USD  | 1,323.99    | (1,108.21)    | 215.78       |
| 2169 | USCO023627 | *CTI-OPERATIONS GLOBAL, WESTMI | WESTMINSTER | USD  | -           | -             | -            |
| 2169 | USCO023628 | CTI-OPERATIONS MGMT POOL       | WESTMINSTER | USD  | -           | -             | -            |
| 2169 | USCO023628 | CTI-OPERATIONS MGMT POOL       | WESTMINSTER | USD  | -           | -             | -            |
| 2169 | USCO023628 | CTI-OPERATIONS MGMT POOL       | WESTMINSTER | USD  | 2,581.57    | (2,327.57)    | 254.00       |
| 2169 | USCO023628 | CTI-OPERATIONS MGMT POOL       | WESTMINSTER | USD  | 79.30       | (79.30)       | -            |
| 2169 | USCO023629 | CTI-OPERATIONS NMC             | WESTMINSTER | USD  | 2,000.92    | (1,122.33)    | 878.59       |
| 2169 | USCO023629 | CTI-OPERATIONS NMC             | WESTMINSTER | USD  | 29.45       | (16.46)       | 12.99        |
| 2169 | USCO023629 | CTI-OPERATIONS NMC             | WESTMINSTER | USD  | 2,989.40    | (1,890.41)    | 1,098.99     |
| 2169 | USCO023629 | CTI-OPERATIONS NMC             | WESTMINSTER | USD  | 1,798.06    | (1,403.72)    | 394.34       |
| 2169 | USCO023629 | CTI-OPERATIONS NMC             | WESTMINSTER | USD  | -           | -             | -            |
| 2169 | USCO023630 | CTI-OPERATIONS POOL, WESTMINST | WESTMINSTER | USD  | 562.47      | (169.36)      | 393.11       |
| 2169 | USCO023630 | CTI-OPERATIONS POOL, WESTMINST | WESTMINSTER | USD  | 2,281.22    | (1,615.59)    | 665.63       |
| 2169 | USCO023630 | CTI-OPERATIONS POOL, WESTMINST | WESTMINSTER | USD  | 230.52      | (127.39)      | 103.13       |
| 2169 | USCO023630 | CTI-OPERATIONS POOL, WESTMINST | WESTMINSTER | USD  | 34,135.60   | (19,929.78)   | 14,205.82    |
| 2169 | USCO023630 | CTI-OPERATIONS POOL, WESTMINST | WESTMINSTER | USD  | 6,517.25    | (5,330.65)    | 1,186.60     |
| 2169 | USCO023630 | CTI-OPERATIONS POOL, WESTMINST | WESTMINSTER | USD  | 3,725.27    | (3,222.35)    | 502.92       |
| 2169 | USCO023630 | CTI-OPERATIONS POOL, WESTMINST | WESTMINSTER | USD  | 416.78      | (172.64)      | 244.14       |
| 2169 | USCO023631 | CTI-OPERATIONS PROJ MGMT       | WESTMINSTER | USD  | 1,246.66    | (691.12)      | 555.54       |
| 2169 | USCO023631 | CTI-OPERATIONS PROJ MGMT       | WESTMINSTER | USD  | 634.39      | (541.16)      | 93.23        |
| 2169 | USCO023631 | CTI-OPERATIONS PROJ MGMT       | WESTMINSTER | USD  | 1,182.12    | (653.26)      | 528.86       |
| 2169 | USCO023631 | CTI-OPERATIONS PROJ MGMT       | WESTMINSTER | USD  | 1,370.22    | (1,187.58)    | 182.64       |
| 2169 | USCO023631 | CTI-OPERATIONS PROJ MGMT       | WESTMINSTER | USD  | -           | -             | -            |
| 2169 | USCO023632 | CTI-OPERATIONS SONATA          | WESTMINSTER | USD  | 250.81      | (250.81)      | 41.58        |

TRADEMARK

REEL: 003737 FRAME: 0112

| CoCd | Location   | Street Address                 | City        | Crcy | Current APC | Accumul. dep. | Curr.bk.val. |
|------|------------|--------------------------------|-------------|------|-------------|---------------|--------------|
| 2169 | USCO023632 | CTI-OPERATIONS SONATA          | WESTMINSTER | USD  | 5,467.71    | (4,630.04)    | 837.67       |
| 2169 | USCO023632 | CTI-OPERATIONS SONATA          | WESTMINSTER | USD  | 9.22        | (9.22)        | -            |
| 2169 | USCO023633 | CTI-OPERATIONS TRAINING        | WESTMINSTER | USD  | 1,294.61    | (712.63)      | 581.98       |
| 2169 | USCO023633 | CTI-OPERATIONS TRAINING        | WESTMINSTER | USD  | 352.23      | (313.78)      | 38.45        |
| 2169 | USCO023633 | CTI-OPERATIONS TRAINING        | WESTMINSTER | USD  | 62.67       | (34.73)       | 27.94        |
| 2169 | USCO023633 | CTI-OPERATIONS TRAINING        | WESTMINSTER | USD  | 2,869.54    | (1,631.13)    | 1,238.41     |
| 2169 | USCO023633 | CTI-OPERATIONS TRAINING        | WESTMINSTER | USD  | 1,132.30    | (1,007.55)    | 124.75       |
| 2169 | USCO023633 | CTI-OPERATIONS TRAINING        | WESTMINSTER | USD  | -           | -             | -            |
| 2169 | USCO023633 | CTI-OPERATIONS TRAINING        | WESTMINSTER | USD  | -           | -             | -            |
| 2169 | USCO023634 | *CTI-OPERATIONS WHOLESALE, WES | WESTMINSTER | USD  | 816.98      | (496.69)      | 320.29       |
| 2169 | USCO023634 | *CTI-OPERATIONS WHOLESALE, WES | WESTMINSTER | USD  | 14,742.31   | (9,013.14)    | 5,729.17     |
| 2169 | USCO023634 | *CTI-OPERATIONS WHOLESALE, WES | WESTMINSTER | USD  | 191.79      | (149.78)      | 42.01        |
| 2169 | USCO023634 | *CTI-OPERATIONS WHOLESALE, WES | WESTMINSTER | USD  | -           | -             | -            |
| 2169 | USCO023635 | CTI-SALES                      | WESTMINSTER | USD  | 599.38      | (599.38)      | -            |
| 2169 | USCO023636 | CTI-SALES ACCT SUPPORT         | WESTMINSTER | USD  | 33.21       | (18.36)       | 14.85        |
| 2169 | USCO023636 | CTI-SALES ACCT SUPPORT         | WESTMINSTER | USD  | 136.43      | (75.52)       | 60.91        |
| 2169 | USCO023636 | CTI-SALES ACCT SUPPORT         | WESTMINSTER | USD  | 5.52        | (3.09)        | 2.43         |
| 2169 | USCO023636 | CTI-SALES ACCT SUPPORT         | WESTMINSTER | USD  | 1,263.31    | (1,027.46)    | 235.85       |
| 2169 | USCO023637 | CTI-SALES ADMIN                | WESTMINSTER | USD  | 2,924.85    | (1,669.02)    | 1,255.83     |
| 2169 | USCO023637 | CTI-SALES ADMIN                | WESTMINSTER | USD  | 523.74      | (289.43)      | 234.31       |
| 2169 | USCO023637 | CTI-SALES ADMIN                | WESTMINSTER | USD  | 852.00      | (722.90)      | 129.10       |
| 2169 | USCO023637 | CTI-SALES ADMIN                | WESTMINSTER | USD  | -           | -             | -            |
| 2169 | USCO023637 | CTI-SALES ADMIN                | WESTMINSTER | USD  | 516.37      | (285.35)      | 231.02       |
| 2169 | USCO023638 | CTI-SALES COMMUNICATIONS CONS. | WESTMINSTER | USD  | 387.27      | (337.48)      | 49.79        |
| 2169 | USCO023638 | CTI-SALES COMMUNICATIONS CONS. | WESTMINSTER | USD  | 49.79       | (27.51)       | 22.28        |
| 2169 | USCO023638 | CTI-SALES COMMUNICATIONS CONS. | WESTMINSTER | USD  | 110.67      | (66.23)       | 44.44        |
| 2169 | USCO023638 | CTI-SALES COMMUNICATIONS CONS. | WESTMINSTER | USD  | -           | -             | -            |
| 2169 | USCO023639 | CTI-SALES DIST PROD            | WESTMINSTER | USD  | 99.59       | (31.05)       | 68.54        |
| 2169 | USCO023639 | CTI-SALES DIST PROD            | WESTMINSTER | USD  | 154.91      | (154.91)      | -            |
| 2169 | USCO023640 | *CTI-SALES EAST DIV, WESTMINST | WESTMINSTER | USD  | -           | -             | -            |
| 2169 | USCO023640 | *CTI-SALES EAST DIV, WESTMINST | WESTMINSTER | USD  | 9.22        | (5.11)        | 4.11         |
| 2169 | USCO023640 | *CTI-SALES EAST DIV, WESTMINST | WESTMINSTER | USD  | 754.28      | (754.28)      | -            |
| 2169 | USCO023640 | *CTI-SALES EAST DIV, WESTMINST | WESTMINSTER | USD  | -           | -             | -            |
| 2169 | USCO023641 | CTI-SALES MARCOM               | WESTMINSTER | USD  | 42.41       | (23.84)       | 18.57        |
| 2169 | USCO023642 | CTI-SALES MARKETING            | WESTMINSTER | USD  | 1,089.91    | (607.47)      | 482.44       |
| 2169 | USCO023642 | CTI-SALES MARKETING            | WESTMINSTER | USD  | 289.42      | (160.33)      | 129.09       |
| 2169 | USCO023642 | CTI-SALES MARKETING            | WESTMINSTER | USD  | -           | -             | -            |
| 2169 | USCO023642 | CTI-SALES MARKETING            | WESTMINSTER | USD  | 599.37      | (479.80)      | 119.57       |
| 2169 | USCO023642 | CTI-SALES MARKETING            | WESTMINSTER | USD  | -           | -             | -            |
| 2169 | USCO023643 | CTI-SALES NATIONAL             | WESTMINSTER | USD  | 195.48      | (162.35)      | 33.13        |
| 2169 | USCO023644 | CTI-SALES NATIONAL ACCTS SVCS  | WESTMINSTER | USD  | -           | -             | -            |
| 2169 | USCO023644 | CTI-SALES NATIONAL ACCTS SVCS  | WESTMINSTER | USD  | 647.32      | (618.99)      | 28.33        |
| 2169 | USCO023645 | CTI-SALES SERVICES             | WESTMINSTER | USD  | 368.84      | (338.95)      | 29.89        |
| 2169 | USCO023646 | *CTI-SALES WEST DIV, WESTMINST | WESTMINSTER | USD  | -           | -             | -            |
| 2169 | USCO023646 | *CTI-SALES WEST DIV, WESTMINST | WESTMINSTER | USD  | 1.84        | (1.03)        | 0.81         |
| 2169 | USCO023646 | *CTI-SALES WEST DIV, WESTMINST | WESTMINSTER | USD  | 545.88      | (524.88)      | 21.00        |
| 2169 | USCO023647 | CTI-SALES WHOLESALE MARKETING  | WESTMINSTER | USD  | 254.50      | (211.36)      | 43.14        |
| 2169 | USCO023647 | CTI-SALES WHOLESALE MARKETING  | WESTMINSTER | USD  | 433.37      | (375.23)      | 58.14        |
| 2169 | USCO023648 | CTI-SERVICE MANAGEMENT         | WESTMINSTER | USD  | 4,855.70    | (1,813.30)    | 3,042.40     |
| 2169 | USCO023648 | CTI-SERVICE MANAGEMENT         | WESTMINSTER | USD  | 22,880.49   | (22,144.40)   | 736.09       |
| 2169 | USCO023648 | CTI-SERVICE MANAGEMENT         | WESTMINSTER | USD  | 1,051.16    | (886.14)      | 165.02       |
| 2169 | USCO023649 | CTI-SONATA CERTIFICATION       | WESTMINSTER | USD  | 193.64      | (160.82)      | 32.82        |
| 2169 | USCO023649 | CTI-SONATA CERTIFICATION       | WESTMINSTER | USD  | 1,220.84    | (674.65)      | 546.19       |
| 2169 | USCO023649 | CTI-SONATA CERTIFICATION       | WESTMINSTER | USD  | 105.12      | (105.12)      | -            |
| 2169 | USCO023650 | HOME USE EQUIPMENT             | WESTMINSTER | USD  | -           | -             | -            |
| 2169 | USCO023650 | HOME USE EQUIPMENT             | WESTMINSTER | USD  | -           | -             | -            |
| 2169 | USCO023651 | VIDEO OPERATIONS, WESTMINSTER  | WESTMINSTER | USD  | 719.22      | (264.78)      | 454.44       |
| 2169 | USCO023651 | VIDEO OPERATIONS, WESTMINSTER  | WESTMINSTER | USD  | 70,759.12   | (37,438.87)   | 33,320.25    |
| 2169 | USCO023651 | VIDEO OPERATIONS, WESTMINSTER  | WESTMINSTER | USD  | 1,176.56    | (997.15)      | 199.41       |
| 2169 | USCO023651 | VIDEO OPERATIONS, WESTMINSTER  | WESTMINSTER | USD  | 508.99      | (508.99)      | -            |
| 2169 | USCO023701 | 4725 INDEPENDENCE ST           | WHEAT RIDGE | USD  | 553.26      | (203.48)      | 349.78       |
| 2169 | USCT023802 | 60 MAIN STREET                 | BRIDGEPORT  | USD  | 36.88       | (17.43)       | 19.45        |
| 2169 | USCT023901 | 25 SPRING LANE                 | FARMINGTON  | USD  | 180.73      | (85.46)       | 95.27        |
| 2169 | USCT024001 | *ONE GREENWICH PLAZA, 1ST FLOO | GREENWICH   | USD  | 197.33      | (72.57)       | 124.76       |
| 2169 | USCT024002 | 37 BROOKSIDE DRIVE             | GREENWICH   | USD  | 276.63      | (101.74)      | 174.89       |
| 2169 | USCT024101 | 185 ASYLUM ST.                 | HARTFORD    | USD  | 44.26       | (20.92)       | 23.34        |
| 2169 | USCT024201 | *350 GEORGE STREET, 3RD FLOOR" | NEW HAVEN   | USD  | 18.44       | (18.44)       | -            |
| 2169 | USCT024202 | 2 BREWERY STREET               | NEW HAVEN   | USD  | 11.07       | (6.11)        | 4.96         |
| 2169 | USCT024301 | 26 WASHINGTON STREET           | NEW LONDON  | USD  | 215.77      | (188.81)      | 26.96        |
| 2169 | USCT024301 | 26 WASHINGTON STREET           | NEW LONDON  | USD  | 20,875.19   | (5,719.23)    | 15,155.96    |
| 2169 | USCT024401 | *18 MARSHALL AVENUE, POLE 1023 | NORWALK     | USD  | 11.07       | (6.11)        | 4.96         |
| 2169 | USCT024501 | 1800 SILAS DEANS HIGHWAY       | ROCKY HILL  | USD  | 60.86       | (60.86)       | -            |
| 2169 | USCT024601 | 4 ARMSTRONG RD BLDG 2 3RD FL   | SHELTON     | USD  | -           | -             | -            |
| 2169 | USCT024601 | 4 ARMSTRONG RD BLDG 2 3RD FL   | SHELTON     | USD  | -           | -             | -            |
| 2169 | USCT024601 | 4 ARMSTRONG RD BLDG 2 3RD FL   | SHELTON     | USD  | -           | -             | -            |
| 2169 | USCT024701 | *777 LONGRIDGE RD, 3RD FLOOR"  | STAMFORD    | USD  | 1.84        | (1.84)        | -            |
| 2169 | USCT024702 | 1351 WASHINGTON BLVD           | STAMFORD    | USD  | 1.84        | (1.84)        | -            |
| 2169 | USCT024703 | 655 WASHINGTON BLVD. SUITE 800 | STAMFORD    | USD  | 29.51       | (29.51)       | -            |
| 2169 | USCT024705 | CHERRY STREET                  | STAMFORD    | USD  | 11.07       | (6.11)        | 4.96         |
| 2169 | USCT024706 | 3 LANDMARK SQUARE              | STAMFORD    | USD  | 199.17      | (94.16)       | 105.01       |
| 2169 | USCT024801 | 3191 BROADBRIDGE AVE           | STRATFORD   | USD  | 123.56      | (62.05)       | 61.51        |
| 2169 | USCT025101 | 43 DANBURY ROAD                | WILTON      | USD  | 29.51       | (29.51)       | -            |
| 2169 | USCT025102 | KENT & DANBURY ROAD            | WILTON      | USD  | 213.92      | (99.29)       | 114.63       |
| 2169 | USDC025201 | *1133 21ST STREET, SUITE 550"  | WASHINGTON  | USD  | 713.69      | (262.43)      | 451.26       |
| 2169 | USDC025202 | *1200 "H" STREET NW"           | WASHINGTON  | USD  | 9,355.48    | (2,211.63)    | 7,143.85     |
| 2169 | USDC025202 | *1200 "H" STREET NW"           | WASHINGTON  | USD  | 126,030.68  | (47,841.11)   | 78,189.57    |
| 2169 | USDC025203 | *1220 "L" STREET NW"           | WASHINGTON  | USD  | 258,937.49  | (74,958.42)   | 183,979.07   |
| 2169 | USDC025203 | *1220 "L" STREET NW"           | WASHINGTON  | USD  | 121,054.17  | (34,014.21)   | 87,039.96    |
| 2169 | USDC025203 | *1220 "L" STREET NW"           | WASHINGTON  | USD  | 403.88      | (148.50)      | 255.38       |
| 2169 | USDC025203 | *1220 "L" STREET NW"           | WASHINGTON  | USD  | 645.47      | (616.87)      | 28.60        |
| 2169 | USDC025203 | *1220 "L" STREET NW"           | WASHINGTON  | USD  | 4,448.14    | (1,734.45)    | 2,713.69     |
| 2169 | USDC025203 | *1220 "L" STREET NW"           | WASHINGTON  | USD  | 257,292.53  | (60,381.73)   | 196,910.80   |
| 2169 | USDC025203 | *1220 "L" STREET NW"           | WASHINGTON  | USD  | 3,448.62    | (1,266.72)    | 2,181.90     |
| 2169 | USDC025203 | *1220 "L" STREET NW"           | WASHINGTON  | USD  | 68,476.93   | (10,690.47)   | 57,786.46    |
| 2169 | USDC025203 | *1220 "L" STREET NW"           | WASHINGTON  | USD  | 1,268.79    | (637.48)      | 671.61       |

TRADEMARK

REEL: 003737 FRAME: 0113

| CoCd | Location   | Street Address                 | City             | Crev | Current APC  | Accumul. dep.  | Curr.bk.val. |
|------|------------|--------------------------------|------------------|------|--------------|----------------|--------------|
| 2169 | USDC025203 | "1220 ""L"" STREET NW"         | WASHINGTON       | USD  | 7,712.33     | (5,488.24)     | 2,224.09     |
| 2169 | USDC025203 | "1220 ""L"" STREET NW"         | WASHINGTON       | USD  | 12,757.89    | (1,104.53)     | 11,653.36    |
| 2169 | USDC025203 | "1220 ""L"" STREET NW"         | WASHINGTON       | USD  | 6,883,597.72 | (1,740,781.17) | 5,142,816.55 |
| 2169 | USDC025203 | "1220 ""L"" STREET NW"         | WASHINGTON       | USD  | -            | -              | -            |
| 2169 | USDC025203 | "1220 ""L"" STREET NW"         | WASHINGTON       | USD  | -            | -              | -            |
| 2169 | USDC025203 | "1220 ""L"" STREET NW"         | WASHINGTON       | USD  | -            | -              | -            |
| 2169 | USDC025203 | "1220 ""L"" STREET NW"         | WASHINGTON       | USD  | 516,005.58   | -              | 516,005.58   |
| 2169 | USDC025205 | 1601 MASSACHUSETTS AVE. N. W.  | WASHINGTON       | USD  | 1.84         | (0.68)         | 1.16         |
| 2169 | USDC025206 | 1717 'K' STREET N.W.           | WASHINGTON       | USD  | 160.44       | (59.01)        | 101.43       |
| 2169 | USDC025207 | 1990 'M' STREET N.W. STE 500   | WASHINGTON       | USD  | -            | -              | -            |
| 2169 | USDC025207 | 1990 'M' STREET N.W. STE 500   | WASHINGTON       | USD  | -            | -              | -            |
| 2169 | USDC025207 | 1990 'M' STREET N.W. STE 500   | WASHINGTON       | USD  | -            | -              | -            |
| 2169 | USDC025207 | 1990 'M' STREET N.W. STE 500   | WASHINGTON       | USD  | 3.68         | (3.68)         | -            |
| 2169 | USDC025207 | 1990 'M' STREET N.W. STE 500   | WASHINGTON       | USD  | -            | -              | -            |
| 2169 | USDC025208 | 2000 'M' STREET NW LOWER LEVEL | WASHINGTON       | USD  | 2,434.31     | (2,434.31)     | -            |
| 2169 | USDC025208 | 2000 'M' STREET NW LOWER LEVEL | WASHINGTON       | USD  | 11.06        | (11.06)        | -            |
| 2169 | USDC025208 | 2000 'M' STREET NW LOWER LEVEL | WASHINGTON       | USD  | -            | -              | -            |
| 2169 | USDC025208 | 2000 'M' STREET NW LOWER LEVEL | WASHINGTON       | USD  | 1,735.36     | (1,638.91)     | 96.45        |
| 2169 | USDC025209 | 2021 'L' STREET NW             | WASHINGTON       | USD  | 100,980.00   | (47,139.82)    | 53,840.18    |
| 2169 | USDC025209 | 2021 'L' STREET NW             | WASHINGTON       | USD  | 6,343.96     | (2,999.40)     | 3,344.56     |
| 2169 | USDC025209 | 2021 'L' STREET NW             | WASHINGTON       | USD  | -            | -              | -            |
| 2169 | USDC025210 | "2055 ""L"" STREET"            | WASHINGTON       | USD  | 13,940.10    | (3,407.68)     | 10,532.42    |
| 2169 | USDC025210 | "2055 ""L"" STREET"            | WASHINGTON       | USD  | 8,271.11     | (3,041.55)     | 5,229.56     |
| 2169 | USDC025211 | 2100 'M' STREET NW SUITE 306   | WASHINGTON       | USD  | 1.84         | (1.84)         | -            |
| 2169 | USDC025212 | "2233 WISCONSIN AVE., STE 215" | WASHINGTON       | USD  | 60.86        | (33.56)        | 27.30        |
| 2169 | USDC025213 | 600 NEW HAMPSHIRE AV STE 100   | WASHINGTON       | USD  | 1.84         | (1.84)         | -            |
| 2169 | USDC025214 | 601 PENNSYLVANIA AVE           | WASHINGTON       | USD  | 655,519.98   | (196,390.11)   | 459,129.87   |
| 2169 | USDC025214 | 601 PENNSYLVANIA AVE           | WASHINGTON       | USD  | -            | -              | -            |
| 2169 | USDC025215 | 730 12TH STREET NW             | WASHINGTON       | USD  | 20,197.36    | (4,883.38)     | 15,313.98    |
| 2169 | USDC025215 | 730 12TH STREET NW             | WASHINGTON       | USD  | 8,073.79     | (2,968.99)     | 5,104.80     |
| 2169 | USDC025216 | "901 15TH STREET N.W., RM 1100 | WASHINGTON       | USD  | 1.84         | (1.84)         | -            |
| 2169 | USDC025217 | "WASHINGTON, DC"               | WASHINGTON       | USD  | 1.84         | (1.84)         | -            |
| 2169 | USDC025217 | "WASHINGTON, DC"               | WASHINGTON       | USD  | -            | -              | -            |
| 2169 | USDC025218 | WDC-MB LEVEL 3-FIBER/CONDUIT   | WASHINGTON       | USD  | 1,177,251.92 | (299,300.06)   | 877,951.86   |
| 2169 | USDE025301 | 817 NEW CHURCHMAN'S ROAD       | NEW CASTLE       | USD  | 27.66        | (27.66)        | -            |
| 2169 | USDE025401 | RT 113 MASON DIXON CTR         | SELBYVILLE       | USD  | 3.69         | (3.05)         | 0.64         |
| 2169 | USFL025701 | "435 DOUGLAS AVE E, STE 2105"  | ALTAMONTE SPRING | USD  | 6,126.33     | (3,388.03)     | 2,738.30     |
| 2169 | USFL025801 | 4800 N FEDERAL HWY STE 200-D   | BOCA RATON       | USD  | 1,709.56     | (1,414.48)     | 295.08       |
| 2169 | USFL025801 | 4800 N FEDERAL HWY STE 200-D   | BOCA RATON       | USD  | 88.52        | (88.52)        | -            |
| 2169 | USFL025801 | 4800 N FEDERAL HWY STE 200-D   | BOCA RATON       | USD  | -            | -              | -            |
| 2169 | USFL025801 | 4800 N FEDERAL HWY STE 200-D   | BOCA RATON       | USD  | 18.44        | (18.44)        | -            |
| 2169 | USFL025802 | 3785 N FEDERAL HIGHWAY         | BOCA RATON       | USD  | 125.40       | (69.17)        | 56.23        |
| 2169 | USFL025803 | 1600 SOUTH DIXIE HWY.          | BOCA RATON       | USD  | 3.68         | (3.06)         | 0.62         |
| 2169 | USFL025804 | 500 N.E. SPANISH RIVER BLVD    | BOCA RATON       | USD  | 86.68        | (71.72)        | 14.96        |
| 2169 | USFL025805 | 2266 N. DIXIE HIGHWAY          | BOCA RATON       | USD  | 105.12       | (57.98)        | 47.14        |
| 2169 | USFL025806 | 2501 N. MILITARY TRAIL         | BOCA RATON       | USD  | 1,342.50     | (483.72)       | 858.78       |
| 2169 | USFL025901 | 400 N PARSON AVE               | BRANDON          | USD  | 22.13        | (22.13)        | -            |
| 2169 | USFL026101 | 1326 CAPE CORAL PKWY           | CAPE CORAL       | USD  | 7.37         | (7.37)         | -            |
| 2169 | USFL026201 | "267 LIVEOAKS BLVD, BLD 6 ST20 | CASSELBERRY      | USD  | 86.68        | (57.38)        | 29.30        |
| 2169 | USFL026501 | 16088 US HWY 19                | CLEARWATER       | USD  | 114.34       | (72.64)        | 41.70        |
| 2169 | USFL026502 | "16100 FAIRCHILD, SUITE A104"  | CLEARWATER       | USD  | 689.72       | (380.45)       | 309.27       |
| 2169 | USFL026503 | 16805 US HIGHWAY 19            | CLEARWATER       | USD  | 317.20       | (238.14)       | 79.06        |
| 2169 | USFL026504 | 2050 US 19TH STE 328           | CLEARWATER       | USD  | 114.34       | (63.08)        | 51.26        |
| 2169 | USFL026505 | "2325 ULMERTON ROAD, STE 16"   | CLEARWATER       | USD  | 105.12       | (57.98)        | 47.14        |
| 2169 | USFL026506 | 26750 US 19 NORTH STE 302      | CLEARWATER       | USD  | 1.84         | (1.84)         | -            |
| 2169 | USFL026507 | "600 CLEVELAND ST, 8TH FLR"    | CLEARWATER       | USD  | 121.72       | (80.56)        | 41.16        |
| 2169 | USFL026508 | "611 DRUID ROAD, STE. 715"     | CLEARWATER       | USD  | 132.78       | (62.79)        | 69.99        |
| 2169 | USFL026601 | "610 CHEMSTRAND RD, SWITCH ROO | CONTONMENT       | USD  | 212.08       | (77.98)        | 134.10       |
| 2169 | USFL026701 | 9621 W SAMPLE RD               | CORAL SPRINGS    | USD  | 5.52         | (4.90)         | 0.62         |
| 2169 | USFL026702 | "9480 W SAMPLE RD, 5THFL,STE50 | CORAL SPRINGS    | USD  | 5.53         | (5.53)         | -            |
| 2169 | USFL026901 | 7320 GRIFFIN ROAD SUITE 105    | DAVIE            | USD  | 27.66        | (27.66)        | -            |
| 2169 | USFL027002 | 10000-DAYTONA BEACH-FRONTIER   | DAYTONA BEACH    | USD  | 7,704.95     | (3,187.54)     | 4,517.41     |
| 2169 | USFL027003 | 149 RIDGEWOOD AVE.             | DAYTONA BEACH    | USD  | 135,826.10   | (36,805.19)    | 99,020.91    |
| 2169 | USFL027003 | 149 RIDGEWOOD AVE.             | DAYTONA BEACH    | USD  | 49,467.42    | (4,375.34)     | 45,092.08    |
| 2169 | USFL027003 | 149 RIDGEWOOD AVE.             | DAYTONA BEACH    | USD  | 5,420.02     | (4,312.08)     | 1,107.94     |
| 2169 | USFL027003 | 149 RIDGEWOOD AVE.             | DAYTONA BEACH    | USD  | 12.91        | (4.75)         | 8.16         |
| 2169 | USFL027003 | 149 RIDGEWOOD AVE.             | DAYTONA BEACH    | USD  | 4,169.68     | (1,349.74)     | 2,819.94     |
| 2169 | USFL027003 | 149 RIDGEWOOD AVE.             | DAYTONA BEACH    | USD  | -            | -              | -            |
| 2169 | USFL027003 | 149 RIDGEWOOD AVE.             | DAYTONA BEACH    | USD  | -            | -              | -            |
| 2169 | USFL027301 | CTI-SALES WHOLESAL             | FT MEYERS        | USD  | 51.64        | (45.99)        | 5.65         |
| 2169 | USFL027303 | 1500 SEABOARD STREET           | FT MEYERS        | USD  | 16,912.90    | (4,274.63)     | 12,638.27    |
| 2169 | USFL027303 | 1500 SEABOARD STREET           | FT MEYERS        | USD  | 2,535.74     | (657.03)       | 1,878.71     |
| 2169 | USFL027304 | 1550 SEABOARD STREET           | FT MEYERS        | USD  | 23,402.54    | (5,532.37)     | 17,870.17    |
| 2169 | USFL027304 | 1550 SEABOARD STREET           | FT MEYERS        | USD  | 3,691.54     | (807.45)       | 2,884.09     |
| 2169 | USFL027304 | 1550 SEABOARD STREET           | FT MEYERS        | USD  | 169,810.65   | (37,142.25)    | 132,668.40   |
| 2169 | USFL027402 | 113 & 115 NW 2ND STREET        | FT. LAUDERDALE   | USD  | 140,985.07   | (38,230.48)    | 102,754.59   |
| 2169 | USFL027402 | 113 & 115 NW 2ND STREET        | FT. LAUDERDALE   | USD  | 149.38       | (54.94)        | 94.44        |
| 2169 | USFL027402 | 113 & 115 NW 2ND STREET        | FT. LAUDERDALE   | USD  | 5,665.29     | (4,659.72)     | 1,005.57     |
| 2169 | USFL027402 | 113 & 115 NW 2ND STREET        | FT. LAUDERDALE   | USD  | 5,482.73     | (2,034.97)     | 3,447.76     |
| 2169 | USFL027403 | 1620 W OAKLAND                 | FT. LAUDERDALE   | USD  | 31.35        | (31.35)        | -            |
| 2169 | USFL027404 | 2121 S FEDERAL HWY             | FT. LAUDERDALE   | USD  | 106.96       | (70.79)        | 36.17        |
| 2169 | USFL027406 | "500 CYPRESS ROAD, SUITE 170"  | FT. LAUDERDALE   | USD  | 15,030.00    | (3,553.08)     | 11,476.92    |
| 2169 | USFL027407 | 6363 N.W. 6TH WAY              | FT. LAUDERDALE   | USD  | 1.84         | (1.84)         | -            |
| 2169 | USFL027408 | 915 MIDDLE RIVER DRIVE         | FT. LAUDERDALE   | USD  | 704.48       | (291.44)       | 413.04       |
| 2169 | USFL027409 | ONE E. BROWARD BLVD STE 900    | FT. LAUDERDALE   | USD  | -            | -              | -            |
| 2169 | USFL027409 | ONE E. BROWARD BLVD STE 900    | FT. LAUDERDALE   | USD  | -            | -              | -            |
| 2169 | USFL027409 | ONE E. BROWARD BLVD STE 900    | FT. LAUDERDALE   | USD  | -            | -              | -            |
| 2169 | USFL027409 | ONE E. BROWARD BLVD STE 900    | FT. LAUDERDALE   | USD  | -            | -              | -            |
| 2169 | USFL027501 | 7502 SYMMES ROAD               | GIBSONTON        | USD  | 88.52        | (58.59)        | 29.93        |
| 2169 | USFL027801 | "1101 GULF BREEZE PKWY, STE 10 | GULF BREEZE      | USD  | 103.27       | (56.95)        | 46.32        |
| 2169 | USFL027701 | 1452 E HALLANDALE BEACH BLVD   | HALLANDALE       | USD  | 7.37         | (6.75)         | 0.62         |
| 2169 | USFL028201 | "4313 HOLLYWOOD BLVD,STE68 2FL | HOLLYWOOD        | USD  | 84.83        | (56.15)        | 28.68        |
| 2169 | USFL028202 | 6100 HOLLYWOOD BLVD.           | HOLLYWOOD        | USD  | 206.55       | (113.93)       | 92.62        |
| 2169 | USFL028203 | 2025 TAFT STREET               | HOLLYWOOD        | USD  | 12,781.33    | (1,893.42)     | 10,887.91    |

TRADEMARK

REEL: 003737 FRAME: 0114

| CoCd | Location   | Street Address                 | City              | Crcy | Current APC  | Accumul. dep. | Curr.bk.val. |
|------|------------|--------------------------------|-------------------|------|--------------|---------------|--------------|
| 2169 | USFL028203 | 2025 TAFT STREET               | HOLLYWOOD         | USD  | 9,612.91     | (2,551.20)    | 7,061.71     |
| 2169 | USFL028203 | 2025 TAFT STREET               | HOLLYWOOD         | USD  | 3,233.44     | (155.91)      | 3,077.53     |
| 2169 | USFL028203 | 2025 TAFT STREET               | HOLLYWOOD         | USD  | 116.87       | (24.14)       | 92.73        |
| 2169 | USFL028203 | 2025 TAFT STREET               | HOLLYWOOD         | USD  | 52,628.93    | (3,244.25)    | 49,384.68    |
| 2169 | USFL028203 | 2025 TAFT STREET               | HOLLYWOOD         | USD  | 4,486.91     | (2,630.69)    | 1,856.22     |
| 2169 | USFL028203 | 2025 TAFT STREET               | HOLLYWOOD         | USD  | 1,566,706.37 | (96,738.96)   | 1,469,967.41 |
| 2169 | USFL028501 | 10441 ALTA ROAD                | JACKSONVILLE      | USD  | 27.66        | (27.66)       | -            |
| 2169 | USFL028503 | 10000-JACKSONVILLE-FRONTIER    | JACKSONVILLE      | USD  | 7,686.51     | (3,179.92)    | 4,506.59     |
| 2169 | USFL028504 | 125 N. BROAD STREET            | JACKSONVILLE      | USD  | 143,869.36   | (39,327.25)   | 104,542.11   |
| 2169 | USFL028504 | 125 N. BROAD STREET            | JACKSONVILLE      | USD  | 7,690.20     | (6,362.85)    | 1,327.35     |
| 2169 | USFL028504 | 125 N. BROAD STREET            | JACKSONVILLE      | USD  | 12.91        | (4.75)        | 8.16         |
| 2169 | USFL028504 | 125 N. BROAD STREET            | JACKSONVILLE      | USD  | 12,617.80    | (4,983.58)    | 7,634.22     |
| 2169 | USFL028701 | 2936 VINELAND ROAD             | KISSIMEE          | USD  | 59.01        | (24.42)       | 34.59        |
| 2169 | USFL028801 | "101 W. MAIN STREET, STE. 160" | LAKELAND          | USD  | 156.75       | (34.59)       | 122.16       |
| 2169 | USFL028801 | "101 W. MAIN STREET, STE. 160" | LAKELAND          | USD  | 108.81       | (60.02)       | 48.79        |
| 2169 | USFL028802 | 333 NORTH LAKE PARKER AVENUE   | LAKELAND          | USD  | 217.61       | (80.02)       | 137.59       |
| 2169 | USFL028901 | "2300 TALL PINES DR, STE 125"  | LARGO             | USD  | 29.51        | (29.51)       | -            |
| 2169 | USFL028902 | "115 FIRST AVE, N.W."          | LARGO             | USD  | 25.82        | (25.82)       | -            |
| 2169 | USFL029001 | "3500 N STATE RD, 7, SUITE 405 | LAUDERDALE LAKES  | USD  | 90.36        | (59.81)       | 30.55        |
| 2169 | USFL029101 | 725 G. W. STATE RD. STE 434    | LONGWOOD          | USD  | 132.78       | (73.24)       | 59.54        |
| 2169 | USFL029201 | "1532 LAND O LAKES BLVD, STE G | LUTZ              | USD  | 90.36        | (59.81)       | 30.55        |
| 2169 | USFL029301 | "678 BALD EAGLE DRIVE, 2ND FLR | MARCOS ISLAND     | USD  | 119.87       | (66.13)       | 53.74        |
| 2169 | USFL029401 | 3900 W SARNO ROAD              | MELBOURNE         | USD  | 46.10        | (25.42)       | 20.68        |
| 2169 | USFL029403 | 10000-MELBOURNE-FRONTIER       | MELBOURNE         | USD  | 10,972.82    | (3,026.29)    | 7,946.53     |
| 2169 | USFL029403 | 10000-MELBOURNE-FRONTIER       | MELBOURNE         | USD  | 1,899.50     | (698.51)      | 1,200.99     |
| 2169 | USFL029404 | 1220 E. PROSPECT AVE.          | MELBOURNE         | USD  | 108,372.74   | (29,760.36)   | 78,612.38    |
| 2169 | USFL029404 | 1220 E. PROSPECT AVE.          | MELBOURNE         | USD  | 7,216.25     | (1,988.57)    | 5,227.68     |
| 2169 | USFL029501 | "1 NE FIRST STREET, 6&7 FLRS"  | MIAMI             | USD  | -            | -             | -            |
| 2169 | USFL029501 | "1 NE FIRST STREET, 6&7 FLRS"  | MIAMI             | USD  | 604.88       | (220.21)      | 384.67       |
| 2169 | USFL029502 | 100 N. BISCAYNE BLVD.          | MIAMI             | USD  | 77,434.93    | (13,681.42)   | 63,753.51    |
| 2169 | USFL029502 | 100 N. BISCAYNE BLVD.          | MIAMI             | USD  | 31,371.21    | (11,528.47)   | 19,842.74    |
| 2169 | USFL029504 | 1221 BRICKELL AVE              | MIAMI             | USD  | 9,402.22     | (1,587.85)    | 7,814.37     |
| 2169 | USFL029504 | 1221 BRICKELL AVE              | MIAMI             | USD  | 9,852.75     | (2,761.66)    | 7,091.09     |
| 2169 | USFL029504 | 1221 BRICKELL AVE              | MIAMI             | USD  | -            | -             | -            |
| 2169 | USFL029504 | 1221 BRICKELL AVE              | MIAMI             | USD  | -            | -             | -            |
| 2169 | USFL029504 | 1221 BRICKELL AVE              | MIAMI             | USD  | -            | -             | -            |
| 2169 | USFL029507 | 19325 NW 2ND AVE.              | MIAMI             | USD  | 44.26        | (20.92)       | 23.34        |
| 2169 | USFL029509 | "2 S. BISCAYNE BLVD, STE 1770" | MIAMI             | USD  | 1,510.38     | (357.06)      | 1,153.32     |
| 2169 | USFL029509 | "2 S. BISCAYNE BLVD, STE 1770" | MIAMI             | USD  | 175.20       | (96.64)       | 78.56        |
| 2169 | USFL029510 | 200 S.E. 1ST ST.               | MIAMI             | USD  | -            | -             | -            |
| 2169 | USFL029510 | 200 S.E. 1ST ST.               | MIAMI             | USD  | 27.66        | (10.06)       | 17.60        |
| 2169 | USFL029512 | "36 NE 2ND STREET, 1ST FLOOR"  | MIAMI             | USD  | 20,549.50    | (4,412.70)    | 16,136.80    |
| 2169 | USFL029512 | "36 NE 2ND STREET, 1ST FLOOR"  | MIAMI             | USD  | 17,417.74    | (4,303.49)    | 13,114.25    |
| 2169 | USFL029512 | "36 NE 2ND STREET, 1ST FLOOR"  | MIAMI             | USD  | 130,346.37   | (38,460.61)   | 91,885.76    |
| 2169 | USFL029512 | "36 NE 2ND STREET, 1ST FLOOR"  | MIAMI             | USD  | 8,034.54     | (1,757.40)    | 6,277.14     |
| 2169 | USFL029512 | "36 NE 2ND STREET, 1ST FLOOR"  | MIAMI             | USD  | 12.91        | (4.75)        | 8.16         |
| 2169 | USFL029512 | "36 NE 2ND STREET, 1ST FLOOR"  | MIAMI             | USD  | 9,403.51     | (846.06)      | 8,557.45     |
| 2169 | USFL029512 | "36 NE 2ND STREET, 1ST FLOOR"  | MIAMI             | USD  | 70.08        | (16.58)       | 53.50        |
| 2169 | USFL029512 | "36 NE 2ND STREET, 1ST FLOOR"  | MIAMI             | USD  | 837,079.05   | (208,579.99)  | 628,499.06   |
| 2169 | USFL029512 | "36 NE 2ND STREET, 1ST FLOOR"  | MIAMI             | USD  | -            | -             | -            |
| 2169 | USFL029512 | "36 NE 2ND STREET, 1ST FLOOR"  | MIAMI             | USD  | -            | -             | -            |
| 2169 | USFL029512 | "36 NE 2ND STREET, 1ST FLOOR"  | MIAMI             | USD  | 62,554.11    | -             | 62,554.11    |
| 2169 | USFL029512 | "36 NE 2ND STREET, 1ST FLOOR"  | MIAMI             | USD  | -            | -             | -            |
| 2169 | USFL029513 | 45 NW 5TH STREET               | MIAMI             | USD  | 9,892.14     | (2,338.49)    | 7,553.65     |
| 2169 | USFL029513 | 45 NW 5TH STREET               | MIAMI             | USD  | 38,347.70    | (14,991.75)   | 23,355.95    |
| 2169 | USFL029514 | 50 NE 9TH STREET               | MIAMI             | USD  | 18,423.70    | (2,519.76)    | 15,903.94    |
| 2169 | USFL029514 | 50 NE 9TH STREET               | MIAMI             | USD  | 4,568.00     | (1,026.86)    | 3,541.14     |
| 2169 | USFL029514 | 50 NE 9TH STREET               | MIAMI             | USD  | 3,543.72     | (834.95)      | 2,708.77     |
| 2169 | USFL029514 | 50 NE 9TH STREET               | MIAMI             | USD  | 22,367.67    | (5,049.52)    | 17,318.15    |
| 2169 | USFL029514 | 50 NE 9TH STREET               | MIAMI             | USD  | 3,235.68     | (180.85)      | 3,054.83     |
| 2169 | USFL029514 | 50 NE 9TH STREET               | MIAMI             | USD  | 15,385.10    | (4,659.20)    | 10,725.90    |
| 2169 | USFL029514 | 50 NE 9TH STREET               | MIAMI             | USD  | 22,551.30    | (6,178.44)    | 16,372.86    |
| 2169 | USFL029514 | 50 NE 9TH STREET               | MIAMI             | USD  | 221,287.19   | (24,067.53)   | 197,219.66   |
| 2169 | USFL029514 | 50 NE 9TH STREET               | MIAMI             | USD  | -            | -             | -            |
| 2169 | USFL029514 | 50 NE 9TH STREET               | MIAMI             | USD  | -            | -             | -            |
| 2169 | USFL029514 | 50 NE 9TH STREET               | MIAMI             | USD  | -            | -             | -            |
| 2169 | USFL029514 | 50 NE 9TH STREET               | MIAMI             | USD  | -            | -             | -            |
| 2169 | USFL029514 | 50 NE 9TH STREET               | MIAMI             | USD  | -            | -             | -            |
| 2169 | USFL029514 | 50 NE 9TH STREET               | MIAMI             | USD  | 42,788.59    | -             | 42,788.59    |
| 2169 | USFL029514 | 50 NE 9TH STREET               | MIAMI             | USD  | -            | -             | -            |
| 2169 | USFL029515 | 520 NW 165TH STREET            | MIAMI             | USD  | 112,636.45   | (41,430.52)   | 71,205.93    |
| 2169 | USFL029516 | 5305 N.W. 35TH CT.             | MIAMI             | USD  | 226.83       | (83.40)       | 143.43       |
| 2169 | USFL029517 | 7400 NW 79TH AVE               | MIAMI             | USD  | 106.96       | (70.79)       | 36.17        |
| 2169 | USFL029518 | 9350 S DIXIE HWY SUITE1520     | MIAMI             | USD  | 38.73        | (32.05)       | 6.68         |
| 2169 | USFL029519 | MIA-MB LEVEL 3-FIBER/CONDUIT   | MIAMI             | USD  | 317,709.16   | (80,795.34)   | 236,913.82   |
| 2169 | USFL029521 | 701 Waterford Way, 3rd Floor   | Miami             | USD  | 3,506.11     | (1,923.58)    | 1,582.53     |
| 2169 | USFL029521 | 701 Waterford Way, 3rd Floor   | Miami             | USD  | 19,132.07    | (1,978.86)    | 17,153.21    |
| 2169 | USFL029521 | 701 Waterford Way, 3rd Floor   | Miami             | USD  | 52,437.46    | (29,078.59)   | 23,358.87    |
| 2169 | USFL029601 | "17070 COLLINS AVE, STE 266B"  | MIAMI BEACH       | USD  | 313.52       | (207.53)      | 105.99       |
| 2169 | USFL029701 | 1990 NE 163RD STREET           | N. MIAMI          | USD  | 265.56       | (97.64)       | 167.92       |
| 2169 | USFL029701 | 1990 NE 163RD STREET           | N. MIAMI          | USD  | 1.84         | (1.84)        | -            |
| 2169 | USFL029702 | 1810 N.E. 144TH STREET         | N. MIAMI          | USD  | 25.82        | (25.82)       | -            |
| 2169 | USFL029801 | 36507 US HIGHWAY 19            | N. PALM HARBOR    | USD  | 90.36        | (74.76)       | 15.60        |
| 2169 | USFL029901 | 8020 STATE ROAD 54             | NEWPORT RICHELIEU | USD  | 105.12       | (57.98)       | 47.14        |
| 2169 | USFL030001 | 10000-ORLANDO-FRONTIER         | ORLANDO           | USD  | 44.26        | (16.28)       | 27.98        |
| 2169 | USFL030002 | "101 S. ORANGE AVE., RM 401"   | ORLANDO           | USD  | 689.72       | (380.46)      | 309.26       |
| 2169 | USFL030003 | "111 NORTH ORANGE AVE., STE 91 | ORLANDO           | USD  | 143.85       | (68.01)       | 75.84        |
| 2169 | USFL030004 | 1111 CENTRAL FLORIDA PKWAY     | ORLANDO           | USD  | 212.08       | (77.98)       | 134.10       |
| 2169 | USFL030005 | 1210 DIVISION STREET-WILLIAMS  | ORLANDO           | USD  | 140.16       | (33.13)       | 107.03       |
| 2169 | USFL030006 | 1319 S. DIVISION STREET        | ORLANDO           | USD  | 193,276.55   | (53,302.33)   | 139,974.22   |
| 2169 | USFL030006 | 1319 S. DIVISION STREET        | ORLANDO           | USD  | 989.56       | (118.47)      | 871.09       |
| 2169 | USFL030006 | 1319 S. DIVISION STREET        | ORLANDO           | USD  | 497.93       | (274.66)      | 223.27       |
| 2169 | USFL030006 | 1319 S. DIVISION STREET        | ORLANDO           | USD  | 12.91        | (4.75)        | 8.16         |
| 2169 | USFL030006 | 1319 S. DIVISION STREET        | ORLANDO           | USD  | 28,501.66    | (7,106.90)    | 17,361.36    |

TRADEMARK

REEL: 003737 FRAME: 0115

| CoCd | Location   | Street Address                 | City            | Crvc | Current APC  | Accumul. dep.  | Curr.bk.val. |
|------|------------|--------------------------------|-----------------|------|--------------|----------------|--------------|
| 2169 | USFL030006 | 1319 S. DIVISION STREET        | ORLANDO         | USD  | -            | -              | -            |
| 2169 | USFL030007 | 133 W. KALEY STREET            | ORLANDO         | USD  | 1,547.26     | (541.36)       | 1,005.90     |
| 2169 | USFL030008 | 225 E ROBINSON ST. SUITE 640   | ORLANDO         | USD  | 10,050.73    | (4,751.98)     | 5,298.75     |
| 2169 | USFL030009 | *4677 L.B. MCLOED ST., SUITE J | ORLANDO         | USD  | 127.25       | (46.80)        | 80.45        |
| 2169 | USFL030010 | 5750 MAJOR BLVD.               | ORLANDO         | USD  | 33.20        | (33.20)        | -            |
| 2169 | USFL030011 | 9411 TRADE POST DR             | ORLANDO         | USD  | 86.68        | (57.38)        | 29.30        |
| 2169 | USFL030012 | ORL-MB LEVEL 3-FIBER/CONDUIT   | ORLANDO         | USD  | 168,967.57   | (42,986.99)    | 125,980.58   |
| 2169 | USFL030202 | 221 ROYAL PALM WAY             | PALM BEACH      | USD  | 352.24       | (129.54)       | 222.70       |
| 2169 | USFL030301 | 15 W STRONG SUITE 31B          | PENSACOLA       | USD  | 79.30        | (52.49)        | 26.81        |
| 2169 | USFL030302 | 9295 SCENIC HIGHWAY            | PENSACOLA       | USD  | 73.77        | (48.83)        | 24.94        |
| 2169 | USFL030304 | 121 W. BELMONT                 | PENSACOLA       | USD  | 30,060.00    | (7,652.80)     | 22,407.20    |
| 2169 | USFL030305 | 118 PALAFOX STREET             | PENSACOLA       | USD  | 6,013.85     | (1,421.67)     | 4,592.18     |
| 2169 | USFL030305 | 118 PALAFOX STREET             | PENSACOLA       | USD  | 868.60       | (189.99)       | 678.61       |
| 2169 | USFL030305 | 118 PALAFOX STREET             | PENSACOLA       | USD  | 36,481.07    | (7,979.41)     | 28,501.66    |
| 2169 | USFL030401 | 1501 S UNIVERSITY DR           | PLANTATION      | USD  | 29.51        | (29.51)        | -            |
| 2169 | USFL030501 | 1301 WEST COPANS RD            | POMPANO BEACH   | USD  | 7.38         | (7.38)         | -            |
| 2169 | USFL030502 | 5200 NE 14TH STREET CAUSEWAY   | POMPANO BEACH   | USD  | 46.10        | (38.14)        | 7.96         |
| 2169 | USFL030503 | *2700 W ATLANTIC BLVD,1STF S10 | POMPANO BEACH   | USD  | 44.26        | (36.62)        | 7.64         |
| 2169 | USFL030504 | 3195 POWERLINE RD SUITE 103E   | POMPANO BEACH   | USD  | 105.12       | (69.58)        | 35.54        |
| 2169 | USFL030701 | *1819 MAIN STREET, STE #401*   | SARASOTA        | USD  | 3.68         | (3.68)         | -            |
| 2169 | USFL030702 | 130 N. TAMiami TRAIL           | SARASOTA        | USD  | 201.01       | (95.04)        | 105.97       |
| 2169 | USFL030901 | 6090 CENTRAL AVE               | ST. PETERSBURG  | USD  | 505.30       | (278.73)       | 226.57       |
| 2169 | USFL030902 | 6798 CROSSWINDS DR. N STE B203 | ST. PETERSBURG  | USD  | 5.53         | (5.53)         | -            |
| 2169 | USFL030903 | 1500 66TH STREET NORTH         | ST. PETERSBURG  | USD  | 2,640.85     | (1,092.52)     | 1,548.33     |
| 2169 | USFL030904 | 5982 CENTRAL AVE.              | ST. PETERSBURG  | USD  | 106.96       | (59.00)        | 47.96        |
| 2169 | USFL030905 | 215 2ND AVENUE NORTH           | ST. PETERSBURG  | USD  | 105.12       | (57.98)        | 47.14        |
| 2169 | USFL030906 | 2390 31ST STREET SOUTH         | ST. PETERSBURG  | USD  | 127.25       | (46.80)        | 80.45        |
| 2169 | USFL030907 | 2401 72ND ST NORTH             | ST. PETERSBURG  | USD  | 263.72       | (96.97)        | 166.75       |
| 2169 | USFL031101 | 6929 SUNSET STRIP              | SUNRISE         | USD  | 105.12       | (69.58)        | 35.54        |
| 2169 | USFL031201 | 10000-TALLAHASSEE-FRONTIER     | TALLAHASSEE     | USD  | 88.52        | (32.55)        | 55.97        |
| 2169 | USFL031201 | 10000-TALLAHASSEE-FRONTIER     | TALLAHASSEE     | USD  | 7,704.95     | (3,187.54)     | 4,517.41     |
| 2169 | USFL031202 | 1346-B SOUTH ADAMS STREET      | TALLAHASSEE     | USD  | 226,471.64   | (61,949.82)    | 164,521.82   |
| 2169 | USFL031202 | 1346-B SOUTH ADAMS STREET      | TALLAHASSEE     | USD  | 11,101.92    | (8,483.80)     | 2,618.12     |
| 2169 | USFL031202 | 1346-B SOUTH ADAMS STREET      | TALLAHASSEE     | USD  | 2,822.94     | (617.46)       | 2,205.48     |
| 2169 | USFL031202 | 1346-B SOUTH ADAMS STREET      | TALLAHASSEE     | USD  | 208,488.11   | (51,424.18)    | 157,063.93   |
| 2169 | USFL031301 | 8333 WEST MCNAB RD             | TAMARAC         | USD  | 5.52         | (4.90)         | 0.62         |
| 2169 | USFL031302 | 7112 WEST MCNAB RD             | TAMARAC         | USD  | 252.65       | (167.23)       | 85.42        |
| 2169 | USFL031401 | 100 SOUTH ASHLEY DRIVE         | TAMPA           | USD  | -            | -              | -            |
| 2169 | USFL031401 | 100 SOUTH ASHLEY DRIVE         | TAMPA           | USD  | 1,266.94     | (841.73)       | 425.21       |
| 2169 | USFL031403 | 1100 N. FLORIDA AVE.           | TAMPA           | USD  | 70.08        | (33.13)        | 36.95        |
| 2169 | USFL031404 | 12421 N FLORIDA AVE            | TAMPA           | USD  | 5.52         | (4.28)         | 1.24         |
| 2169 | USFL031406 | 201 EAST KENNEDY BLVD STE 438  | TAMPA           | USD  | -            | -              | -            |
| 2169 | USFL031406 | 201 EAST KENNEDY BLVD STE 438  | TAMPA           | USD  | -            | -              | -            |
| 2169 | USFL031408 | *3102 W WATERS AVE,1ST FL,ST10 | TAMPA           | USD  | 44.26        | (36.62)        | 7.64         |
| 2169 | USFL031409 | *400 NORTH TAMPA ST, STE 710*  | TAMPA           | USD  | 285,651.11   | (68,865.12)    | 216,785.99   |
| 2169 | USFL031409 | *400 NORTH TAMPA ST, STE 710*  | TAMPA           | USD  | 2,983.86     | (2,924.32)     | 59.54        |
| 2169 | USFL031409 | *400 NORTH TAMPA ST, STE 710*  | TAMPA           | USD  | 2,557.84     | (1,255.28)     | 1,302.56     |
| 2169 | USFL031409 | *400 NORTH TAMPA ST, STE 710*  | TAMPA           | USD  | 117,471.26   | (54,637.37)    | 62,833.89    |
| 2169 | USFL031409 | *400 NORTH TAMPA ST, STE 710*  | TAMPA           | USD  | 3,245.72     | (2,809.89)     | 435.83       |
| 2169 | USFL031409 | *400 NORTH TAMPA ST, STE 710*  | TAMPA           | USD  | 1,587.12     | (408.72)       | 1,178.40     |
| 2169 | USFL031409 | *400 NORTH TAMPA ST, STE 710*  | TAMPA           | USD  | 10,453.10    | (2,053.34)     | 8,399.76     |
| 2169 | USFL031409 | *400 NORTH TAMPA ST, STE 710*  | TAMPA           | USD  | 12.91        | (4.75)         | 8.16         |
| 2169 | USFL031409 | *400 NORTH TAMPA ST, STE 710*  | TAMPA           | USD  | 3,946.53     | (2,176.90)     | 1,769.63     |
| 2169 | USFL031409 | *400 NORTH TAMPA ST, STE 710*  | TAMPA           | USD  | 2,888,397.77 | (1,056,127.20) | 1,832,270.57 |
| 2169 | USFL031409 | *400 NORTH TAMPA ST, STE 710*  | TAMPA           | USD  | 164,994.00   | -              | 164,994.00   |
| 2169 | USFL031410 | 4014 W SOUTH AVENUE            | TAMPA           | USD  | 42.42        | (42.42)        | -            |
| 2169 | USFL031411 | *405 N RED STREET, STE. 220*   | TAMPA           | USD  | 106.96       | (59.00)        | 47.96        |
| 2169 | USFL031413 | *4904 EISENHOWER BLVD., STE 13 | TAMPA           | USD  | 182.57       | (67.14)        | 115.43       |
| 2169 | USFL031414 | 501 S BOULEVARD                | TAMPA           | USD  | 70.08        | (70.08)        | -            |
| 2169 | USFL031415 | 5404 HOOVER BOULEVARD          | TAMPA           | USD  | 132.78       | (48.82)        | 83.96        |
| 2169 | USFL031416 | 8001 N DALE MABRY HWY FL701STC | TAMPA           | USD  | 18.44        | (12.21)        | 6.23         |
| 2169 | USFL031417 | 8402 WEST WATERS AVENUE        | TAMPA           | USD  | 51.64        | (42.73)        | 8.91         |
| 2169 | USFL031418 | 8405 BENJAMIN ROAD             | TAMPA           | USD  | 459.20       | (217.11)       | 242.09       |
| 2169 | USFL031419 | *900 NORTH TAMPA, 7TH FLOOR*   | TAMPA           | USD  | 1,626.56     | (1,076.64)     | 549.92       |
| 2169 | USFL031419 | *900 NORTH TAMPA, 7TH FLOOR*   | TAMPA           | USD  | -            | -              | -            |
| 2169 | USFL031420 | *9340 N FLORIDA AVE, STE R*    | TAMPA           | USD  | 130.94       | (130.94)       | -            |
| 2169 | USFL031421 | TAM-MB LEVEL 3-FIBER/CONDUIT   | TAMPA           | USD  | 29,912.46    | (7,615.21)     | 22,297.25    |
| 2169 | USFL031601 | PARRISH ROAD                   | TITUSVILLE      | USD  | 857.44       | (7.28)         | 850.16       |
| 2169 | USFL031601 | PARRISH ROAD                   | TITUSVILLE      | USD  | -            | -              | -            |
| 2169 | USFL031701 | 3058 WISTER CIRCLE             | VALRICO         | USD  | 31.35        | (31.35)        | -            |
| 2169 | USFL031801 | 2108 OLD DIXIE HWY SOUTHEAST   | VERO BEACH      | USD  | 51.64        | (12.21)        | 39.43        |
| 2169 | USFL031901 | *4500 PGA BLVD, ROOM #104*     | WEST PALM BEACH | USD  | 29.51        | (29.51)        | -            |
| 2169 | USFL031906 | 49 NW 5TH STREET               | WEST PALM BEACH | USD  | 1.84         | (0.43)         | 1.41         |
| 2169 | USFL031906 | 49 NW 5TH STREET               | WEST PALM BEACH | USD  | 29,648.76    | (12,138.61)    | 17,510.15    |
| 2169 | USGA032301 | ALBANY                         | ALBANY          | USD  | -            | -              | -            |
| 2169 | USGA032401 | 4090 NINE MCFARLAND DR         | ALPHARETTA      | USD  | 82.99        | (54.94)        | 28.05        |
| 2169 | USGA032402 | 292 SOUTH MAIN STREET          | ALPHARETTA      | USD  | 289.53       | (106.47)       | 183.06       |
| 2169 | USGA032501 | 100 PEACHTREE ST NW SUITE 420  | ATLANTA         | USD  | -            | -              | -            |
| 2169 | USGA032502 | 1140 HAMMOND DRIVE             | ATLANTA         | USD  | 295.07       | (139.50)       | 155.57       |
| 2169 | USGA032503 | *1475 PEACHTREE ST, SUITE 120* | ATLANTA         | USD  | 5.53         | (2.61)         | 2.92         |
| 2169 | USGA032504 | 150 INTERSTATE NORTH PARKWAY   | ATLANTA         | USD  | 114.34       | (63.08)        | 51.26        |
| 2169 | USGA032505 | 159 RALPH MCGILL BLVD.         | ATLANTA         | USD  | 217.61       | (102.88)       | 114.73       |
| 2169 | USGA032506 | *180 ALLEN RD, 3RD FL, STE 300 | ATLANTA         | USD  | 82.99        | (68.67)        | 14.32        |
| 2169 | USGA032507 | *2 CORPORATE SQUARE, SUITE 100 | ATLANTA         | USD  | 521.90       | (191.93)       | 329.97       |
| 2169 | USGA032509 | 250 WILLIAMS STREET            | ATLANTA         | USD  | 58,661.00    | (6,740.32)     | 51,920.68    |
| 2169 | USGA032509 | 250 WILLIAMS STREET            | ATLANTA         | USD  | 2,007,567.08 | (374,193.18)   | 1,633,373.90 |
| 2169 | USGA032509 | 250 WILLIAMS STREET            | ATLANTA         | USD  | 10,830.88    | (2,705.65)     | 8,125.23     |
| 2169 | USGA032509 | 250 WILLIAMS STREET            | ATLANTA         | USD  | 165,211.39   | (34,117.77)    | 131,093.62   |
| 2169 | USGA032509 | 250 WILLIAMS STREET            | ATLANTA         | USD  | 7,319.95     | (1,828.61)     | 5,491.34     |
| 2169 | USGA032509 | 250 WILLIAMS STREET            | ATLANTA         | USD  | 4,547.73     | (3,790.31)     | 757.42       |
| 2169 | USGA032509 | 250 WILLIAMS STREET            | ATLANTA         | USD  | 28,366.94    | (13,359.94)    | 15,006.63    |
| 2169 | USGA032509 | 250 WILLIAMS STREET            | ATLANTA         | USD  | 810,384.96   | (334,307.30)   | 476,077.66   |
| 2169 | USGA032509 | 250 WILLIAMS STREET            | ATLANTA         | USD  | 3,838.08     | (2,251.79)     | 1,586.29     |
| 2169 | USGA032509 | 250 WILLIAMS STREET            | ATLANTA         | USD  | 4,656.48     | (1,266.99)     | 3,450.39     |

TRADEMARK

REEL: 003737 FRAME: 0116



| CoCd | Location   | Street Address                  | City           | Crcy | Current APC  | Accumul. dep. | Curr.bk.val. |
|------|------------|---------------------------------|----------------|------|--------------|---------------|--------------|
| 2169 | USGA032509 | 250 WILLIAMS STREET             | ATLANTA        | USD  | 96,050.40    | (14,663.66)   | 81,386.74    |
| 2169 | USGA032509 | 250 WILLIAMS STREET             | ATLANTA        | USD  | 68,583.53    | (36,921.21)   | 31,762.32    |
| 2169 | USGA032509 | 250 WILLIAMS STREET             | ATLANTA        | USD  | 31,159.72    | (9,906.60)    | 21,253.12    |
| 2169 | USGA032509 | 250 WILLIAMS STREET             | ATLANTA        | USD  | 5,140.00     | (405.01)      | 4,734.99     |
| 2169 | USGA032509 | 250 WILLIAMS STREET             | ATLANTA        | USD  | -            | -             | -            |
| 2169 | USGA032509 | 250 WILLIAMS STREET             | ATLANTA        | USD  | 2,144,953.95 | (338,979.83)  | 1,805,974.12 |
| 2169 | USGA032509 | 250 WILLIAMS STREET             | ATLANTA        | USD  | -            | -             | -            |
| 2169 | USGA032509 | 250 WILLIAMS STREET             | ATLANTA        | USD  | -            | -             | -            |
| 2169 | USGA032509 | 250 WILLIAMS STREET             | ATLANTA        | USD  | 63,072.70    | -             | 63,072.70    |
| 2169 | USGA032510 | "2690 CUMBERLAND PKWY, STE 300  | ATLANTA        | USD  | 940.53       | (345.86)      | 594.67       |
| 2169 | USGA032511 | "2859 PACES FERRY RD, STE 1130  | ATLANTA        | USD  | 10,710.86    | (3,596.46)    | 7,114.40     |
| 2169 | USGA032511 | "2859 PACES FERRY RD, STE 1130  | ATLANTA        | USD  | 477.64       | (158.07)      | 319.57       |
| 2169 | USGA032512 | "2970 PEACHTREE RD,NW,8TH F R85 | ATLANTA        | USD  | 116.18       | (76.90)       | 39.28        |
| 2169 | USGA032513 | "2987 CLAIRMONT RD, SUITE 205"  | ATLANTA        | USD  | 81.14        | (53.71)       | 27.43        |
| 2169 | USGA032514 | "3185 NE EXPRESSWAY, 1ST FLOOR  | ATLANTA        | USD  | 29.51        | (29.51)       | -            |
| 2169 | USGA032515 | 3350 CUMBERLAND CIRCLE NW #B    | ATLANTA        | USD  | 24,450.03    | (12,231.62)   | 12,218.41    |
| 2169 | USGA032516 | 3610B DEKLAB TECH PRKWAY STE109 | ATLANTA        | USD  | 29.51        | (29.51)       | -            |
| 2169 | USGA032517 | "3783 PRESIDENTIAL PKWY, RM 130 | ATLANTA        | USD  | 12.91        | (12.91)       | -            |
| 2169 | USGA032518 | "4 CONCOURSE PKWY, 2NDFL, ST27  | ATLANTA        | USD  | 29.51        | (29.51)       | -            |
| 2169 | USGA032519 | 400 INTERSTATE N PRKWAY STE1100 | ATLANTA        | USD  | 12.91        | (12.91)       | -            |
| 2169 | USGA032520 | 4170 ASHFORD DUNWOODY ROAD      | ATLANTA        | USD  | 138.31       | (91.54)       | 46.77        |
| 2169 | USGA032520 | 4170 ASHFORD DUNWOODY ROAD      | ATLANTA        | USD  | -            | -             | -            |
| 2169 | USGA032521 | 4501 CIRCLE 75 PRKWAY SE        | ATLANTA        | USD  | 188.11       | (103.76)      | 84.35        |
| 2169 | USGA032522 | 4591 WINTER CHAPEL ROAD         | ATLANTA        | USD  | 15,629.35    | (6,104.13)    | 9,525.22     |
| 2169 | USGA032523 | 4965 ROSWILL ROAD               | ATLANTA        | USD  | 9.22         | (9.22)        | -            |
| 2169 | USGA032524 | 530 14TH STREET N.W.            | ATLANTA        | USD  | 18.44        | (18.44)       | -            |
| 2169 | USGA032525 | 55 MARIETTA STREET N.W.         | ATLANTA        | USD  | 1,001.39     | (236.74)      | 764.65       |
| 2169 | USGA032525 | 55 MARIETTA STREET N.W.         | ATLANTA        | USD  | 25,818.40    | (6,103.45)    | 19,714.95    |
| 2169 | USGA032525 | 55 MARIETTA STREET N.W.         | ATLANTA        | USD  | 6,880.58     | (2,511.37)    | 4,369.21     |
| 2169 | USGA032526 | 550 PHARR ROAD-SUITE 540        | ATLANTA        | USD  | 9.22         | (7.63)        | 1.59         |
| 2169 | USGA032527 | 56 MARIETTA STREET              | ATLANTA        | USD  | 7,673.60     | (1,814.04)    | 5,859.56     |
| 2169 | USGA032527 | 56 MARIETTA STREET              | ATLANTA        | USD  | 5,040.45     | (207.14)      | 4,833.31     |
| 2169 | USGA032527 | 56 MARIETTA STREET              | ATLANTA        | USD  | 6,473.04     | (1,530.23)    | 4,942.81     |
| 2169 | USGA032527 | 56 MARIETTA STREET              | ATLANTA        | USD  | 151,845.98   | (11,294.80)   | 140,551.18   |
| 2169 | USGA032527 | 56 MARIETTA STREET              | ATLANTA        | USD  | -            | -             | -            |
| 2169 | USGA032528 | 5600 ROSWELL ROAD-SUITE 300N    | ATLANTA        | USD  | 119.87       | (119.87)      | -            |
| 2169 | USGA032528 | 5600 ROSWELL ROAD-SUITE 300N    | ATLANTA        | USD  | 1,337.02     | (491.67)      | 845.35       |
| 2169 | USGA032529 | 5775 PEACHTREE DUNWOODY RD.     | ATLANTA        | USD  | -            | -             | -            |
| 2169 | USGA032530 | 5825 GLENRIDGE DR BLDG 3 ST101  | ATLANTA        | USD  | 9.22         | (7.63)        | 1.59         |
| 2169 | USGA032531 | 5901 PEACHTREE DUNWOODY RD B    | ATLANTA        | USD  | -            | -             | -            |
| 2169 | USGA032531 | 5901 PEACHTREE DUNWOODY RD B    | ATLANTA        | USD  | -            | -             | -            |
| 2169 | USGA032531 | 5901 PEACHTREE DUNWOODY RD B    | ATLANTA        | USD  | -            | -             | -            |
| 2169 | USGA032531 | 5901 PEACHTREE DUNWOODY RD B    | ATLANTA        | USD  | -            | -             | -            |
| 2169 | USGA032531 | 5901 PEACHTREE DUNWOODY RD B    | ATLANTA        | USD  | -            | -             | -            |
| 2169 | USGA032532 | 65 10TH STREET                  | ATLANTA        | USD  | 1,906.87     | (450.79)      | 1,456.08     |
| 2169 | USGA032532 | 65 10TH STREET                  | ATLANTA        | USD  | 8,982.96     | (3,303.32)    | 5,679.64     |
| 2169 | USGA032533 | 70 COURTLAND STREET NE          | ATLANTA        | USD  | 2,876.91     | (680.09)      | 2,196.82     |
| 2169 | USGA032533 | 70 COURTLAND STREET NE          | ATLANTA        | USD  | 1,316.74     | (311.27)      | 1,005.47     |
| 2169 | USGA032533 | 70 COURTLAND STREET NE          | ATLANTA        | USD  | 12,398.36    | (4,559.29)    | 7,839.07     |
| 2169 | USGA032534 | "8302 DUNWOODY PLA,3RD FL,ST30  | ATLANTA        | USD  | 27.66        | (27.66)       | -            |
| 2169 | USGA032536 | ATL-MB LEVEL 3-FIBER/CONDUIT    | ATLANTA        | USD  | 350,331.59   | (89,088.45)   | 261,243.14   |
| 2169 | USGA032601 | 2559 WASHINGTON ROAD            | AUGUSTA        | USD  | 64.55        | (26.71)       | 37.84        |
| 2169 | USGA032801 | 2337 PERIMETER PARK DRIVE       | CHAMBLEE       | USD  | 12.91        | (12.91)       | -            |
| 2169 | USGA032802 | "3411 PIERCE DR, 1ST FL, STE A  | CHAMBLEE       | USD  | 18.44        | (18.44)       | -            |
| 2169 | USGA032901 | CTI-SITA GA POP                 | COLLEGE PARK   | USD  | 1,171.06     | (647.16)      | 523.90       |
| 2169 | USGA033001 | 4448 MORELAND AVE.              | CONLEY         | USD  | 331.95       | (183.10)      | 148.85       |
| 2169 | USGA033101 | 1641 SIGMAN ROAD                | CONYERS        | USD  | 177.04       | (83.70)       | 93.34        |
| 2169 | USGA033102 | 1483-B MILSTEAD AVENUE          | CONYERS        | USD  | 291.38       | (107.15)      | 184.23       |
| 2169 | USGA033201 | 10816 OLD ATLANTA HIGHWAY       | COVINGTON      | USD  | 1,959,487.46 | (583,986.13)  | 1,375,501.33 |
| 2169 | USGA033201 | 10816 OLD ATLANTA HIGHWAY       | COVINGTON      | USD  | -            | -             | -            |
| 2169 | USGA033401 | 3402 OAKCLIFF ROAD B-6          | DORAVILLE      | USD  | 1.84         | (1.84)        | -            |
| 2169 | USGA033501 | 981 BURNT HICKORY RD            | DOUGLASVILLE   | USD  | 16.59        | (16.59)       | -            |
| 2169 | USGA033502 | 4310 INDUSTRIAL ACCESS ROAD     | DOUGLASVILLE   | USD  | 18.44        | (12.21)       | 6.23         |
| 2169 | USGA033601 | 11445 JOHNS CREEK PKWY          | DULUTH         | USD  | 199.17       | (94.16)       | 105.01       |
| 2169 | USGA033602 | 4450 RIVER GREEN PARKWAY        | DULUTH         | USD  | 150,267.25   | (32,867.63)   | 117,399.62   |
| 2169 | USGA033602 | 4450 RIVER GREEN PARKWAY        | DULUTH         | USD  | 5,332.38     | (1,274.58)    | 4,057.80     |
| 2169 | USGA033701 | 2717 CAMPBELL BLVD.             | ELLENWOOD      | USD  | 118.03       | (65.10)       | 52.93        |
| 2169 | USGA033902 | "304 SPRING STREET, 1ST FLR"    | GAINESVILLE    | USD  | 29.51        | (16.28)       | 13.23        |
| 2169 | USGA034001 | 6002 COMMERCE BLVD.             | GARDEN CITY    | USD  | 44.26        | (29.29)       | 14.97        |
| 2169 | USGA034101 | "1025 COBB PLACE BLVD., NW"     | KENNESAW       | USD  | 182.57       | (67.14)       | 115.43       |
| 2169 | USGA034201 | "577 MULBERRY ST., STE 175"     | MACON          | USD  | 86,629.95    | (23,774.78)   | 62,855.17    |
| 2169 | USGA034201 | "577 MULBERRY ST., STE 175"     | MACON          | USD  | 3,304.75     | (2,718.07)    | 586.68       |
| 2169 | USGA034201 | "577 MULBERRY ST., STE 175"     | MACON          | USD  | 42.42        | (15.59)       | 26.83        |
| 2169 | USGA034201 | "577 MULBERRY ST., STE 175"     | MACON          | USD  | 10,974.67    | (3,678.26)    | 7,296.41     |
| 2169 | USGA034301 | "1700 CUMBERLAND PNT DR, STE 1  | MARIETTA       | USD  | 27.66        | (27.66)       | -            |
| 2169 | USGA034701 | 6075 ATLANTIC BLVD.             | NORCROSS       | USD  | 5.53         | (5.53)        | -            |
| 2169 | USGA034702 | 270 SCIENTIFIC DR SUITE 1       | NORCROSS       | USD  | 14.75        | (14.75)       | -            |
| 2169 | USGA034703 | "4960 PEACHTREE IND.BLV,1F/S24  | NORCROSS       | USD  | 3.69         | (3.69)        | -            |
| 2169 | USGA034704 | "5275 TRIANGLE PRKWAY, STE 100" | NORCROSS       | USD  | 79.30        | (52.49)       | 26.81        |
| 2169 | USGA034705 | 5335 TRIANGLE PARKWAY           | NORCROSS       | USD  | 438.91       | (161.41)      | 277.50       |
| 2169 | USGA034706 | 3091 GOVERNORS LAKE PKWY        | NORCROSS       | USD  | 708.16       | (276.68)      | 431.48       |
| 2169 | USGA034707 | 3617 PARKWAY LANE               | NORCROSS       | USD  | 76.89        | (43.19)       | 33.70        |
| 2169 | USGA034708 | 5405 BUFORD HWY SUITE 340       | NORCROSS       | USD  | 359.61       | (132.25)      | 227.36       |
| 2169 | USGA034901 | "200 GOVENORS TRUTLEN RD, STE   | POOLER         | USD  | 300.60       | (110.54)      | 190.06       |
| 2169 | USGA035001 | 5001 MCNEEL INDUSTRIAL WAY      | POWDER SPRINGS | USD  | 241.59       | (99.95)       | 141.64       |
| 2169 | USGA035101 | 408 S. ATLANTA STREET           | ROSWELL        | USD  | 164.13       | (135.80)      | 28.33        |
| 2169 | USGA035201 | 2220 ATLANTA ROAD               | SYMRNA         | USD  | 66.39        | (43.95)       | 22.44        |
| 2169 | USGA035202 | 4695 ATLANTA ROAD SE            | SYMRNA         | USD  | 90,792.26    | (38,849.03)   | 51,943.23    |
| 2169 | USGA035301 | "1841 MONTREAL RD,FLR2,STE 210  | TUCKER         | USD  | 5.53         | (5.53)        | -            |
| 2169 | USGA035302 | 4744-A N ROYAL ATLANTA DR 1FLR  | TUCKER         | USD  | 29.51        | (29.51)       | -            |
| 2169 | USGA035303 | 1798 MONTREAL CIRCLE            | TUCKER         | USD  | 1,482.71     | (701.03)      | 781.68       |
| 2169 | USGA035304 | 4892 N. ROYAL                   | TUCKER         | USD  | 374.37       | (137.68)      | 236.69       |
| 2169 | USHI035401 | 96-1333 B WA.HONA ST.           | PEARL CITY     | USD  | 44.26        | (16.28)       | 27.98        |
| 2169 | USIA035601 | "1819 STATE STREET, 1ST FLOOR"  | BETTENDORF     | USD  | 92.21        | (44.26)       | 47.95        |

TRADEMARK

REEL: 003737 FRAME: 0117

| CoCd | Location   | Street Address                  | City          | Crcy | Current APC  | Accumul. dep.  | Curr.bk.val. |
|------|------------|---------------------------------|---------------|------|--------------|----------------|--------------|
| 2169 | USIA035801 | "1900 N. 3RD STREET, 2ND FLOOR  | CLINTON       | USD  | 31.34        | (25.28)        | 6.06         |
| 2169 | USIA035801 | "1900 N. 3RD STREET, 2ND FLOOR  | CLINTON       | USD  | 20,799.00    | (5,698.36)     | 15,100.64    |
| 2169 | USIA035801 | "1900 N. 3RD STREET, 2ND FLOOR  | CLINTON       | USD  | 885.20       | (418.50)       | 466.70       |
| 2169 | USIA035802 | 1515 21ST STREET                | CLINTON       | USD  | 285.85       | (135.15)       | 150.70       |
| 2169 | USIA035901 | 2720 W LOCUST STREET            | DAVENPORT     | USD  | 46.10        | (38.14)        | 7.96         |
| 2169 | USIA035902 | 1314 WASHINGTON                 | DAVENPORT     | USD  | 81.14        | (53.71)        | 27.43        |
| 2169 | USIA035903 | 5155 UTICA RIDGE ROAD           | DAVENPORT     | USD  | 81.14        | (38.36)        | 42.78        |
| 2169 | USIA036001 | 520 ARMY POST ROAD              | DES MOINES    | USD  | 1,665.19     | (745.46)       | 919.73       |
| 2169 | USIA036001 | 520 ARMY POST ROAD              | DES MOINES    | USD  | 21,256.12    | (5,823.59)     | 15,432.53    |
| 2169 | USIA036001 | 520 ARMY POST ROAD              | DES MOINES    | USD  | 60.86        | (40.28)        | 20.58        |
| 2169 | USIA036002 | DES MOINES                      | DES MOINES    | USD  | 1,527.44     | (327.81)       | 1,199.63     |
| 2169 | USIA036201 | 1201 EAST MAIN STREET           | MANCHESTER    | USD  | 1,831.50     | (704.42)       | 1,127.08     |
| 2169 | USIA036301 | 307 WEST MAIN                   | MARSHALLTOWN  | USD  | 88.52        | (48.83)        | 39.69        |
| 2169 | USIA036701 | 3829 71ST STREET                | URBANDALE     | USD  | 5.53         | (5.53)         | -            |
| 2169 | USIA036801 | 1600 36TH STREET                | W. DES MOINES | USD  | 75.61        | (50.04)        | 25.57        |
| 2169 | USIA036901 | 304 SOUTH VINE                  | WEST UNION    | USD  | 94.05        | (62.26)        | 31.79        |
| 2169 | USID037001 | 720 PARK BLVD SUITE 260         | BOISE         | USD  | 84.84        | (84.84)        | -            |
| 2169 | USIL037101 | 101 OVERLAND DRIVE              | AURORA        | USD  | 674.96       | (248.20)       | 426.76       |
| 2169 | USIL037201 | 550 WEST HIGHWAY 22             | BARRINGTON    | USD  | 95.90        | (48.39)        | 47.51        |
| 2169 | USIL037301 | 2315 W 136TH STREET             | BLUE ISLAND   | USD  | 5.53         | (5.53)         | -            |
| 2169 | USIL037501 | 728 NW JACKSON HIGHWAY 14       | CAREY         | USD  | 38.73        | (21.36)        | 17.37        |
| 2169 | USIL037601 | 1420 N ELM                      | CENTRALIA     | USD  | 27.66        | (27.66)        | -            |
| 2169 | USIL037701 | 10 CANAL STREET                 | CHICAGO       | USD  | 14,755.21    | (3,649.89)     | 11,105.32    |
| 2169 | USIL037701 | 10 CANAL STREET                 | CHICAGO       | USD  | 11,806.40    | (4,341.61)     | 7,464.79     |
| 2169 | USIL037703 | 100 S WACKER DRIVE SUITE 1600   | CHICAGO       | USD  | 1.84         | (1.84)         | -            |
| 2169 | USIL037703 | 100 S WACKER DRIVE SUITE 1600   | CHICAGO       | USD  | -            | -              | -            |
| 2169 | USIL037703 | 100 S WACKER DRIVE SUITE 1600   | CHICAGO       | USD  | -            | -              | -            |
| 2169 | USIL037704 | 1000 WEST WASHINGTON STREET     | CHICAGO       | USD  | 3.68         | (3.68)         | -            |
| 2169 | USIL037705 | 101 NORTH WACKER DR             | CHICAGO       | USD  | 7,411.04     | (1,556.98)     | 5,854.06     |
| 2169 | USIL037705 | 101 NORTH WACKER DR             | CHICAGO       | USD  | 188,566.38   | (19,690.73)    | 168,875.65   |
| 2169 | USIL037705 | 101 NORTH WACKER DR             | CHICAGO       | USD  | 11,994.25    | (2,884.79)     | 9,109.46     |
| 2169 | USIL037705 | 101 NORTH WACKER DR             | CHICAGO       | USD  | 20.29        | (11.14)        | 9.15         |
| 2169 | USIL037705 | 101 NORTH WACKER DR             | CHICAGO       | USD  | 6,406.67     | (3,143.60)     | 3,263.07     |
| 2169 | USIL037705 | 101 NORTH WACKER DR             | CHICAGO       | USD  | 2,469,123.29 | (637,309.97)   | 1,831,813.32 |
| 2169 | USIL037705 | 101 NORTH WACKER DR             | CHICAGO       | USD  | -            | -              | -            |
| 2169 | USIL037705 | 101 NORTH WACKER DR             | CHICAGO       | USD  | 16,972.60    | (4,868.64)     | 12,103.96    |
| 2169 | USIL037705 | 101 NORTH WACKER DR             | CHICAGO       | USD  | 85,612.62    | (8,258.63)     | 77,353.99    |
| 2169 | USIL037705 | 101 NORTH WACKER DR             | CHICAGO       | USD  | 68,153.21    | (36,596.39)    | 31,556.82    |
| 2169 | USIL037705 | 101 NORTH WACKER DR             | CHICAGO       | USD  | 42,969.36    | (11,772.42)    | 31,196.94    |
| 2169 | USIL037705 | 101 NORTH WACKER DR             | CHICAGO       | USD  | 12,341.50    | (108.20)       | 12,233.30    |
| 2169 | USIL037705 | 101 NORTH WACKER DR             | CHICAGO       | USD  | 5,150.62     | (9.60)         | 5,141.02     |
| 2169 | USIL037705 | 101 NORTH WACKER DR             | CHICAGO       | USD  | -            | -              | -            |
| 2169 | USIL037705 | 101 NORTH WACKER DR             | CHICAGO       | USD  | 7,615,265.67 | (1,861,749.98) | 5,753,515.69 |
| 2169 | USIL037705 | 101 NORTH WACKER DR             | CHICAGO       | USD  | -            | -              | -            |
| 2169 | USIL037705 | 101 NORTH WACKER DR             | CHICAGO       | USD  | 39,000.00    | -              | 39,000.00    |
| 2169 | USIL037705 | 101 NORTH WACKER DR             | CHICAGO       | USD  | 62,635.90    | -              | 62,635.90    |
| 2169 | USIL037705 | 101 NORTH WACKER DR             | CHICAGO       | USD  | -            | -              | -            |
| 2169 | USIL037705 | 101 NORTH WACKER DR             | CHICAGO       | USD  | -            | -              | -            |
| 2169 | USIL037705 | 101 NORTH WACKER DR             | CHICAGO       | USD  | -            | -              | -            |
| 2169 | USIL037705 | 101 NORTH WACKER DR             | CHICAGO       | USD  | 1,859,122.75 | -              | 1,859,122.75 |
| 2169 | USIL037706 | 111 N. CANAL                    | CHICAGO       | USD  | 503.45       | (185.10)       | 318.35       |
| 2169 | USIL037707 | "123 N. WACKER DRIVE, SUITE 97  | CHICAGO       | USD  | 38.72        | (14.09)        | 24.63        |
| 2169 | USIL037708 | "130 E RANDOLPH ST, G-2"        | CHICAGO       | USD  | -            | -              | -            |
| 2169 | USIL037708 | "130 E RANDOLPH ST, G-2"        | CHICAGO       | USD  | -            | -              | -            |
| 2169 | USIL037709 | "150 SOUTH WACKER DR., STE 780  | CHICAGO       | USD  | 263.72       | (96.97)        | 166.75       |
| 2169 | USIL037710 | 16 W. ONTARIO                   | CHICAGO       | USD  | 304.29       | (143.87)       | 160.42       |
| 2169 | USIL037713 | 1849 P MERCHANDISE MART         | CHICAGO       | USD  | -            | -              | -            |
| 2169 | USIL037714 | 20 N CLARK ST.                  | CHICAGO       | USD  | 16.60        | (16.60)        | -            |
| 2169 | USIL037715 | 20 N WACKER SUITE 930           | CHICAGO       | USD  | 966.35       | (639.65)       | 326.70       |
| 2169 | USIL037715 | 20 N WACKER SUITE 930           | CHICAGO       | USD  | 175,309.50   | -              | 175,309.50   |
| 2169 | USIL037716 | 2100 EAST GOLF ROAD             | CHICAGO       | USD  | 3.68         | (3.68)         | -            |
| 2169 | USIL037717 | 212 WEST VANBUREN SUITE 1000    | CHICAGO       | USD  | -            | -              | -            |
| 2169 | USIL037717 | 212 WEST VANBUREN SUITE 1000    | CHICAGO       | USD  | -            | -              | -            |
| 2169 | USIL037717 | 212 WEST VANBUREN SUITE 1000    | CHICAGO       | USD  | -            | -              | -            |
| 2169 | USIL037717 | 212 WEST VANBUREN SUITE 1000    | CHICAGO       | USD  | -            | -              | -            |
| 2169 | USIL037717 | 212 WEST VANBUREN SUITE 1000    | CHICAGO       | USD  | -            | -              | -            |
| 2169 | USIL037718 | 223 W. JACKSON BLVD.            | CHICAGO       | USD  | 25.82        | (17.09)        | 8.73         |
| 2169 | USIL037719 | 2720 N PAULINA STREET           | CHICAGO       | USD  | 9.22         | (9.22)         | -            |
| 2169 | USIL037721 | "335 SOUTH LASALLE, 3RD FLOOR"  | CHICAGO       | USD  | 359.62       | (132.24)       | 227.38       |
| 2169 | USIL037722 | 350 EAST CERMAK ROAD            | CHICAGO       | USD  | 555.10       | (60.22)        | 494.88       |
| 2169 | USIL037722 | 350 EAST CERMAK ROAD            | CHICAGO       | USD  | 103,445.70   | (24,997.02)    | 78,448.68    |
| 2169 | USIL037722 | 350 EAST CERMAK ROAD            | CHICAGO       | USD  | 2,530.09     | (50.95)        | 2,479.14     |
| 2169 | USIL037722 | 350 EAST CERMAK ROAD            | CHICAGO       | USD  | 179,829.59   | -              | 179,829.59   |
| 2169 | USIL037723 | "351 EAST 21ST STREET, 3RD FLR  | CHICAGO       | USD  | 67,280.12    | (27,633.90)    | 39,646.22    |
| 2169 | USIL037724 | "440 S. LASALLE ST, 5TH FL"     | CHICAGO       | USD  | 958.98       | (337.75)       | 621.23       |
| 2169 | USIL037725 | "455 N.CITY FRONT PLZ, STE 312  | CHICAGO       | USD  | 7,020.01     | (2,212.84)     | 4,807.17     |
| 2169 | USIL037725 | "455 N.CITY FRONT PLZ, STE 312  | CHICAGO       | USD  | 708.16       | (257.85)       | 450.31       |
| 2169 | USIL037727 | 520 S. FEDERAL STREET           | CHICAGO       | USD  | 19,284.50    | (4,767.56)     | 14,516.94    |
| 2169 | USIL037727 | 520 S. FEDERAL STREET           | CHICAGO       | USD  | 145,715.44   | (55,621.53)    | 90,093.91    |
| 2169 | USIL037729 | 600 WEST FULTON STREET          | CHICAGO       | USD  | 81.14        | (38.36)        | 42.78        |
| 2169 | USIL037730 | "710 N. LAKESHORE DR., 2ND FLOO | CHICAGO       | USD  | 5,809.14     | (1,373.28)     | 4,435.86     |
| 2169 | USIL037730 | "710 N. LAKESHORE DR., 2ND FLOO | CHICAGO       | USD  | 68,642.98    | (16,204.38)    | 52,438.60    |
| 2169 | USIL037730 | "710 N. LAKESHORE DR., 2ND FLOO | CHICAGO       | USD  | 5,220.85     | (1,919.88)     | 3,300.97     |
| 2169 | USIL037732 | CHI-MB LEVEL 3-FIBER/CONDUIT    | CHICAGO       | USD  | 3,448,593.11 | (882,793.19)   | 2,565,799.92 |
| 2169 | USIL037733 | CTI-SALES CENTRAL DIV-NAM'S     | CHICAGO       | USD  | 140.16       | (77.45)        | 62.71        |
| 2169 | USIL037733 | CTI-SALES CENTRAL DIV-NAM'S     | CHICAGO       | USD  | 160.44       | (142.68)       | 17.76        |
| 2169 | USIL037801 | 1700 ST. LOUIS ROAD             | COLLIERVILLE  | USD  | 162.29       | (89.52)        | 72.77        |
| 2169 | USIL037901 | 285 MEMORIAL DRIVE              | CRYSTAL LAKE  | USD  | 38.73        | (21.36)        | 17.37        |
| 2169 | USIL038001 | 266 EASTGATE DR.                | DANVILLE      | USD  | 1,185.82     | (503.72)       | 682.10       |
| 2169 | USIL038101 | 1011 EAST TOUHY AVE SUITE 350   | DES PLAINES   | USD  | -            | -              | -            |
| 2169 | USIL038102 | 2604 E DEMPSTER ST              | DES PLAINES   | USD  | 12.91        | (12.91)        | -            |
| 2169 | USIL038103 | 70 EAST RAWLS ROAD              | DES PLAINES   | USD  | 274.78       | (100.89)       | 173.89       |
| 2169 | USIL038201 | 1401 BRANDING LANE              | DOWNERS GROVE | USD  | 457.35       | (168.19)       | 289.16       |
| 2169 | USIL038301 | 835 CHURCH ROAD                 | ELMHURST      | USD  | 298.76       | (124.36)       | 174.40       |
| 2169 | USIL038501 | 1799 NORTH STATE                | FREEBURG      | USD  | 27.66        | -              | -            |

TRADEMARK

REEL: 003737 FRAME: 0118

| CoCd | Location   | Street Address                  | City               | Crcy | Current APC  | Accumul. dep.  | Curr.bk.val. |
|------|------------|---------------------------------|--------------------|------|--------------|----------------|--------------|
| 2169 | USIL038801 | 2500 W. HIGGINGS RD.            | HOFFMAN ESTATES    | USD  | 14.75        | (14.75)        | -            |
| 2169 | USIL038901 | 1 JC WHITNEY WAY                | LA SALLE           | USD  | 481.32       | (227.56)       | 253.76       |
| 2169 | USIL039001 | 75 TRI STATE INTERNATIONAL      | LINCOLNSHIRE       | USD  | 23.97        | (15.86)        | 8.11         |
| 2169 | USIL039101 | *4513 WESTERN AVE, 1ST FLOOR*   | LISLE              | USD  | 276.63       | (101.74)       | 174.89       |
| 2169 | USIL039201 | 2200 S MAIN STE 203             | LOMBARD            | USD  | 86.68        | (57.38)        | 29.30        |
| 2169 | USIL039301 | 21807 WEST GRANT HIGHWAY        | MARNAGO            | USD  | 38.73        | (21.36)        | 17.37        |
| 2169 | USIL039401 | 600 HOLIDAY INN PLAZA 5TH FLR   | MATTESON           | USD  | 106.96       | (88.50)        | 18.46        |
| 2169 | USIL039501 | *1601 N BOND ST, 3RD FLR,STE30  | NAPERVILLE         | USD  | 485.02       | (267.54)       | 217.48       |
| 2169 | USIL039503 | 1250 DIEHL RD.                  | NAPERVILLE         | USD  | 309.82       | (113.93)       | 195.89       |
| 2169 | USIL039504 | 1240 DIEHL ROAD                 | NAPERVILLE         | USD  | 1,917.94     | (906.80)       | 1,011.14     |
| 2169 | USIL039601 | 9205 KEATING AVE.               | OAK LAWN           | USD  | 3.69         | (3.69)         | -            |
| 2169 | USIL039701 | 2907 BUTTERFIELD RD             | OAKBROOK           | USD  | 12.91        | (12.91)        | -            |
| 2169 | USIL039801 | 2 TRANSAM PLAZA DR #160         | OAKBROOK TERRACE   | USD  | 38.73        | (32.05)        | 6.68         |
| 2169 | USIL039901 | 9715 PRAIRIE RIDGE RD           | RICHMOND           | USD  | 36.88        | (20.35)        | 16.53        |
| 2169 | USIL040001 | 6019 FINCHAM DRIVE              | ROCKFORD           | USD  | 178.88       | (98.66)        | 80.22        |
| 2169 | USIL040002 | 304 MAIN ST.                    | ROCKFORD           | USD  | 49.79        | (32.95)        | 16.84        |
| 2169 | USIL040101 | 1642 SAUGET BUSINESS BLVD.      | SAUGET             | USD  | 212.08       | (77.98)        | 134.10       |
| 2169 | USIL040201 | 2000 E. ALGONQUIN ROAD          | SCHAUMBURG         | USD  | 149.38       | (70.62)        | 78.76        |
| 2169 | USIL040202 | *1701 E. WOODFIELD RD, STE 630  | SCHAUMBURG         | USD  | 182.57       | (67.14)        | 115.43       |
| 2169 | USIL040401 | 515 MAIN STREET                 | TEUTOPOLIS         | USD  | 101.43       | (67.14)        | 34.29        |
| 2169 | USIL040501 | 666 WEST JACKSON                | WOODSTOCK          | USD  | 47.95        | (26.44)        | 21.51        |
| 2169 | USIL040502 | 2000 LAKE AVENUE                | WOODSTOCK          | USD  | 36.88        | (20.35)        | 16.53        |
| 2169 | USIN040601 | ANNAPOLIS-COUNTY 350 & 1900E    | ANNAPOLIS          | USD  | 852.01       | (704.95)       | 147.06       |
| 2169 | USIN041001 | CRAWFORDSVILLE-HWY 231 & I-74   | CRAWFORDSVILLE     | USD  | 857.44       | (7.28)         | 850.16       |
| 2169 | USIN041001 | CRAWFORDSVILLE-HWY 231 & I-74   | CRAWFORDSVILLE     | USD  | -            | -              | -            |
| 2169 | USIN041101 | 112 EAST COLLIN DRIVE           | FT. WAYNE          | USD  | 110.65       | (45.77)        | 64.88        |
| 2169 | USIN041201 | *GREENSBURG, IN*                | GREENSBURG         | USD  | 1,550.00     | (5.27)         | 1,544.73     |
| 2169 | USIN041201 | *GREENSBURG, IN*                | GREENSBURG         | USD  | 687.00       | (5.83)         | 681.17       |
| 2169 | USIN041201 | *GREENSBURG, IN*                | GREENSBURG         | USD  | -            | -              | -            |
| 2169 | USIN041201 | *GREENSBURG, IN*                | GREENSBURG         | USD  | -            | -              | -            |
| 2169 | USIN041301 | 9005 INDIANAPOLIS BLVD.         | HIGHLAND           | USD  | 44.26        | (36.62)        | 7.64         |
| 2169 | USIN041401 | *1 EAST OHIO ST, STE 200*       | INDIANAPOLIS       | USD  | 160.44       | (75.86)        | 84.58        |
| 2169 | USIN041402 | 3828 S MADISON AVE              | INDIANAPOLIS       | USD  | -            | -              | -            |
| 2169 | USIN041403 | 3905 VINCENNES ROAD STE 500     | INDIANAPOLIS       | USD  | 431.54       | (285.65)       | 145.89       |
| 2169 | USIN041403 | 3905 VINCENNES ROAD STE 500     | INDIANAPOLIS       | USD  | 182.57       | (182.57)       | -            |
| 2169 | USIN041403 | 3905 VINCENNES ROAD STE 500     | INDIANAPOLIS       | USD  | 494.24       | (200.18)       | 294.06       |
| 2169 | USIN041404 | 550 KENTUCKY AVENUE             | INDIANAPOLIS       | USD  | 137,964.32   | (58,877.57)    | 79,086.75    |
| 2169 | USIN041404 | 550 KENTUCKY AVENUE             | INDIANAPOLIS       | USD  | -            | -              | -            |
| 2169 | USIN041404 | 550 KENTUCKY AVENUE             | INDIANAPOLIS       | USD  | -            | -              | -            |
| 2169 | USIN041405 | 5587 W 73RD ST                  | INDIANAPOLIS       | USD  | 252.65       | (209.04)       | 43.61        |
| 2169 | USIN041405 | 5587 W 73RD ST                  | INDIANAPOLIS       | USD  | 62.70        | (41.50)        | 21.20        |
| 2169 | USIN041405 | 5587 W 73RD ST                  | INDIANAPOLIS       | USD  | 215.77       | (79.34)        | 136.43       |
| 2169 | USIN041406 | 6435 CASTLEWAY W DR             | INDIANAPOLIS       | USD  | 438,604.75   | (119,856.05)   | 318,748.70   |
| 2169 | USIN041407 | 700 W. HENRY STREET             | INDIANAPOLIS       | USD  | 4,068.24     | (2,340.83)     | 1,727.41     |
| 2169 | USIN041407 | 700 W. HENRY STREET             | INDIANAPOLIS       | USD  | 9,973.28     | (3,833.09)     | 6,140.19     |
| 2169 | USIN041407 | 700 W. HENRY STREET             | INDIANAPOLIS       | USD  | 94,030.80    | (25,033.07)    | 68,997.73    |
| 2169 | USIN041407 | 700 W. HENRY STREET             | INDIANAPOLIS       | USD  | 2,611.35     | (2,239.57)     | 371.78       |
| 2169 | USIN041407 | 700 W. HENRY STREET             | INDIANAPOLIS       | USD  | 793.56       | (201.47)       | 592.09       |
| 2169 | USIN041407 | 700 W. HENRY STREET             | INDIANAPOLIS       | USD  | 383,529.44   | (27,326.58)    | 356,202.86   |
| 2169 | USIN041407 | 700 W. HENRY STREET             | INDIANAPOLIS       | USD  | 390.96       | (324.70)       | 66.26        |
| 2169 | USIN041407 | 700 W. HENRY STREET             | INDIANAPOLIS       | USD  | 1,917.94     | (1,586.90)     | 331.04       |
| 2169 | USIN041407 | 700 W. HENRY STREET             | INDIANAPOLIS       | USD  | 3,100.00     | (10.53)        | 3,089.47     |
| 2169 | USIN041407 | 700 W. HENRY STREET             | INDIANAPOLIS       | USD  | 4,554,809.36 | (1,191,559.00) | 3,363,250.36 |
| 2169 | USIN041407 | 700 W. HENRY STREET             | INDIANAPOLIS       | USD  | -            | -              | -            |
| 2169 | USIN041407 | 700 W. HENRY STREET             | INDIANAPOLIS       | USD  | -            | -              | -            |
| 2169 | USIN041407 | 700 W. HENRY STREET             | INDIANAPOLIS       | USD  | 490,388.70   | -              | 490,388.70   |
| 2169 | USIN041407 | 700 W. HENRY STREET             | INDIANAPOLIS       | USD  | 182.57       | (67.14)        | 115.43       |
| 2169 | USIN041409 | *9302 N.MERIDIAN ST., STE.345*  | INDIANAPOLIS       | USD  | 211,557.85   | (87,484.22)    | 124,073.63   |
| 2169 | USIN041410 | CTECH - NWS                     | INDIANAPOLIS       | USD  | 2,544.96     | (2,113.62)     | 431.34       |
| 2169 | USIN041410 | CTECH - NWS                     | INDIANAPOLIS       | USD  | 660.21       | (548.31)       | 111.90       |
| 2169 | USIN041410 | CTECH - NWS                     | INDIANAPOLIS       | USD  | 204.70       | (112.90)       | 91.80        |
| 2169 | USIN041501 | 4415 HAMBURG PIKE               | JEFFERSONVILLE     | USD  | 86.67        | (57.17)        | 29.50        |
| 2169 | USIN041701 | *8789 LOUISIANA AVE, SUITE C*   | MERRIVILLE         | USD  | 27.66        | (15.26)        | 12.40        |
| 2169 | USIN041702 | 8450 BROADWAY                   | MERRIVILLE         | USD  | 857.44       | (7.28)         | 850.16       |
| 2169 | USIN041801 | MONON-HWY 421 & RAILROAD ST.    | MONON              | USD  | -            | -              | -            |
| 2169 | USIN041801 | MONON-HWY 421 & RAILROAD ST.    | MONON              | USD  | -            | -              | -            |
| 2169 | USIN042002 | 3620 DEAHL COURT                | SOUTHBEND          | USD  | 64.55        | (34.28)        | 30.27        |
| 2169 | USIN042101 | *122 S MERIDIAN ST, 1ST FLOOR*  | SUNMAN             | USD  | 118.03       | (65.10)        | 52.93        |
| 2169 | USKS042601 | 327 CHESTNUT                    | HALSTEAD           | USD  | 47.95        | (39.68)        | 8.27         |
| 2169 | USKS042701 | 115 S. HIGHWAY 75               | HOLTON             | USD  | 208.39       | (86.32)        | 122.07       |
| 2169 | USKS042801 | 600 INDUSTRIAL PARKWAY          | INDUSTRIAL AIRPORT | USD  | -            | -              | -            |
| 2169 | USKS042901 | 830 ST. PAUL                    | KANSAS CITY        | USD  | 47.95        | (39.68)        | 8.27         |
| 2169 | USKS042901 | 830 ST. PAUL                    | KANSAS CITY        | USD  | -            | -              | -            |
| 2169 | USKS043001 | 17315 W 95TH STREET             | LENEXA             | USD  | 3.68         | (3.68)         | -            |
| 2169 | USKS043002 | 14572 W 107TH                   | LENEXA             | USD  | 9.22         | (9.22)         | -            |
| 2169 | USKS043101 | NORTON-COUNTY RD & US-36 MI123  | NORTON             | USD  | 7,704.95     | (3,187.54)     | 4,517.41     |
| 2169 | USKS043201 | 11600 COLLEGE BLVD 2NDFLR S220  | OVERLAND PARK      | USD  | 1.84         | (1.84)         | -            |
| 2169 | USKS043202 | 7208 W 80TH 2ND FLR STE 204     | OVERLAND PARK      | USD  | 29.51        | (29.51)        | -            |
| 2169 | USKS043203 | 7916 SANTA FE DRIVE             | OVERLAND PARK      | USD  | 269.25       | (111.40)       | 157.85       |
| 2169 | USKS043301 | 609 WEST NORTH STREET           | SALINA             | USD  | 173.35       | (126.58)       | 46.77        |
| 2169 | USKS043302 | 1550 S BROADWAY                 | SALINA             | USD  | 234.21       | (129.19)       | 105.02       |
| 2169 | USKS043701 | TOPEKA-NW TAYLOR S KANSAS RIVE  | TOPEKA             | USD  | 10,856.64    | (4,495.69)     | 6,360.95     |
| 2169 | USKS044001 | 1800 S WEST                     | WICHITA            | USD  | 123.56       | (81.78)        | 41.78        |
| 2169 | USKY044101 | *720 GREENUP AVENUE, SUITE 102  | ASHLAND            | USD  | 291.38       | (107.15)       | 184.23       |
| 2169 | USKY044301 | 2845 CHANCELLOR DRIVE           | COVINGTON          | USD  | 92.20        | (76.60)        | 15.60        |
| 2169 | USKY044302 | 100 E. RIVERCENTER BLVD         | COVINGTON          | USD  | 984.79       | (814.81)       | 169.98       |
| 2169 | USKY044302 | 100 E. RIVERCENTER BLVD         | COVINGTON          | USD  | 851.59       | (429.15)       | 422.44       |
| 2169 | USKY044303 | *1717 DIXIE HIGHWAY, SUITE 800  | COVINGTON          | USD  | 143.85       | (52.89)        | 90.96        |
| 2169 | USKY044401 | *2525 HARRRODSBURG RD, SUITE 23 | LEXINGTON          | USD  | 276.63       | (101.74)       | 174.89       |
| 2169 | USKY044501 | 2000 MEIDENGER TOWER            | LOUISVILLE         | USD  | 42,316.66    | (21,352.07)    | 20,964.59    |
| 2169 | USKY044501 | 2000 MEIDENGER TOWER            | LOUISVILLE         | USD  | -            | -              | -            |
| 2169 | USKY044601 | 12910 SHELBYVILLE RD SUITE 302  | MIDDLETOWN         | USD  | -            | -              | -            |
| 2169 | USKY044601 | 12910 SHELBYVILLE RD SUITE 302  | MIDDLETOWN         | USD  | -            | -              | -            |
| 2169 | USKY044601 | 12910 SHELBYVILLE RD SUITE 302  | MIDDLETOWN         | USD  | -            | -              | -            |
| 2169 | USLA044901 | 10000-BATON ROUGE-FRONTIER      | BATON ROUGE        | USD  | 5.52         | (2.91)         | 3.51         |

TRADEMARK

REEL: 003737 FRAME: 0119

| CoCd | Location   | Street Address                   | City        | Crev | Current APC  | Accumul. dep.  | Curr.bk.val. |
|------|------------|----------------------------------|-------------|------|--------------|----------------|--------------|
| 2169 | USLA044901 | 10000-BATON ROUGE-FRONTIER       | BATON ROUGE | USD  | 55.32        | (13.11)        | 42.21        |
| 2169 | USLA044902 | "445 NORTH BLVD., LOWER LEVEL"   | BATON ROUGE | USD  | 235,729.39   | (63,822.90)    | 171,906.49   |
| 2169 | USLA044902 | "445 NORTH BLVD., LOWER LEVEL"   | BATON ROUGE | USD  | 5,645.88     | (1,234.92)     | 4,410.96     |
| 2169 | USLA044902 | "445 NORTH BLVD., LOWER LEVEL"   | BATON ROUGE | USD  | 12.91        | (4.75)         | 8.16         |
| 2169 | USLA044902 | "445 NORTH BLVD., LOWER LEVEL"   | BATON ROUGE | USD  | 22,551.30    | (6,178.44)     | 16,372.86    |
| 2169 | USLA044902 | "445 NORTH BLVD., LOWER LEVEL"   | BATON ROUGE | USD  | 291,519.92   | (65,681.16)    | 225,838.76   |
| 2169 | USLA045201 | 116 LAITRAND LANE                | HARAHAN     | USD  | 18.44        | (15.26)        | 3.18         |
| 2169 | USLA045301 | 1479 A HIGHWAY 964               | JACKSON     | USD  | 719.22       | (264.46)       | 454.76       |
| 2169 | USLA045401 | 214 EDWARDS AVE                  | JEFFERSON   | USD  | 9.20         | (9.20)         | -            |
| 2169 | USLA045501 | ONE GALLERIA BLVD SUITE 907      | METAIRIE    | USD  | -            | -              | -            |
| 2169 | USLA045501 | ONE GALLERIA BLVD SUITE 907      | METAIRIE    | USD  | 60.82        | (58.59)        | 2.23         |
| 2169 | USLA045501 | ONE GALLERIA BLVD SUITE 907      | METAIRIE    | USD  | 1.84         | (1.84)         | -            |
| 2169 | USLA045501 | ONE GALLERIA BLVD SUITE 907      | METAIRIE    | USD  | -            | -              | -            |
| 2169 | USLA045501 | ONE GALLERIA BLVD SUITE 907      | METAIRIE    | USD  | 9.20         | (8.58)         | 0.62         |
| 2169 | USLA045501 | ONE GALLERIA BLVD SUITE 907      | METAIRIE    | USD  | -            | -              | -            |
| 2169 | USLA045502 | 4421 CHASTANT STREET             | METAIRIE    | USD  | 300.60       | (110.54)       | 190.06       |
| 2169 | USLA045602 | 2460 CANAL STREET 2ND FLOOR      | NEW ORLEANS | USD  | 60.86        | (50.35)        | 10.51        |
| 2169 | USLA045603 | 10000-NEW ORLEANS-FRONTIER       | NEW ORLEANS | USD  | 177.04       | (65.11)        | 111.93       |
| 2169 | USLA045603 | 10000-NEW ORLEANS-FRONTIER       | NEW ORLEANS | USD  | 7,686.51     | (3,179.92)     | 4,506.59     |
| 2169 | USLA045603 | 10000-NEW ORLEANS-FRONTIER       | NEW ORLEANS | USD  | 130,290.73   | (35,545.87)    | 94,744.86    |
| 2169 | USLA045604 | "1250 POYDRAS ST., STE.400"      | NEW ORLEANS | USD  | 254.49       | (93.56)        | 160.93       |
| 2169 | USLA045604 | "1250 POYDRAS ST., STE.400"      | NEW ORLEANS | USD  | 14,071.03    | (9,313.86)     | 4,757.17     |
| 2169 | USLA045604 | "1250 POYDRAS ST., STE.400"      | NEW ORLEANS | USD  | 2,571.80     | (170.52)       | 2,401.28     |
| 2169 | USLA045604 | "1250 POYDRAS ST., STE.400"      | NEW ORLEANS | USD  | 4,560.14     | (997.44)       | 3,562.70     |
| 2169 | USLA045604 | "1250 POYDRAS ST., STE.400"      | NEW ORLEANS | USD  | 224,751.43   | (51,354.88)    | 173,396.55   |
| 2169 | USLA045701 | 17329 HIGHWAY 171 NORTH          | RAGLEY      | USD  | 7,686.51     | (3,179.92)     | 4,506.59     |
| 2169 | USLA045801 | 550 E 70TH STREET                | SHREVEPORT  | USD  | 1.84         | (1.84)         | -            |
| 2169 | USLA046101 | 1479-A HIGHWAY 964               | ZACHARY     | USD  | 12,422.00    | (272.26)       | 12,149.74    |
| 2169 | USLA046101 | 1479-A HIGHWAY 964               | ZACHARY     | USD  | -            | -              | -            |
| 2169 | USMA046201 | CTI-DEC CONFERNET                | ACTON       | USD  | 309.82       | (309.82)       | -            |
| 2169 | USMA046201 | CTI-DEC CONFERNET                | ACTON       | USD  | 8,055.34     | (4,451.50)     | 3,603.84     |
| 2169 | USMA046201 | CTI-DEC CONFERNET                | ACTON       | USD  | -            | -              | -            |
| 2169 | USMA046301 | 1 TECHNOLOGY DR STE 125          | ANDOVER     | USD  | 18.44        | (12.21)        | 6.23         |
| 2169 | USMA046302 | "100 TURNPIKE STREET, ANDOVER"   | ANDOVER     | USD  | 40.57        | (19.19)        | 21.38        |
| 2169 | USMA046402 | 230 CONGRESS ST SUITE 702        | BOSTON      | USD  | 131,522.62   | (43,537.42)    | 87,985.20    |
| 2169 | USMA046402 | 230 CONGRESS ST SUITE 702        | BOSTON      | USD  | 12,813.52    | (2,496.96)     | 10,316.56    |
| 2169 | USMA046402 | 230 CONGRESS ST SUITE 702        | BOSTON      | USD  | 307.98       | (113.25)       | 194.73       |
| 2169 | USMA046402 | 230 CONGRESS ST SUITE 702        | BOSTON      | USD  | 24,415.00    | (15,968.34)    | 8,446.66     |
| 2169 | USMA046402 | 230 CONGRESS ST SUITE 702        | BOSTON      | USD  | 1,088.06     | (595.53)       | 492.53       |
| 2169 | USMA046402 | 230 CONGRESS ST SUITE 702        | BOSTON      | USD  | 843,398.92   | (210,989.64)   | 632,409.28   |
| 2169 | USMA046402 | 230 CONGRESS ST SUITE 702        | BOSTON      | USD  | 1,692.93     | (1,502.91)     | 190.02       |
| 2169 | USMA046402 | 230 CONGRESS ST SUITE 702        | BOSTON      | USD  | 3,054.88     | (832.76)       | 2,222.12     |
| 2169 | USMA046402 | 230 CONGRESS ST SUITE 702        | BOSTON      | USD  | 29,506.22    | (6,098.23)     | 23,407.99    |
| 2169 | USMA046402 | 230 CONGRESS ST SUITE 702        | BOSTON      | USD  | 761.64       | (360.11)       | 401.53       |
| 2169 | USMA046402 | 230 CONGRESS ST SUITE 702        | BOSTON      | USD  | 26,363.56    | (9,339.02)     | 17,024.54    |
| 2169 | USMA046402 | 230 CONGRESS ST SUITE 702        | BOSTON      | USD  | 6,948,023.79 | (1,596,165.33) | 5,351,858.46 |
| 2169 | USMA046402 | 230 CONGRESS ST SUITE 702        | BOSTON      | USD  | -            | -              | -            |
| 2169 | USMA046402 | 230 CONGRESS ST SUITE 702        | BOSTON      | USD  | 53,594.00    | -              | 53,594.00    |
| 2169 | USMA046402 | 230 CONGRESS ST SUITE 702        | BOSTON      | USD  | 523,327.68   | -              | 523,327.68   |
| 2169 | USMA046403 | "470 ATLANTIC AVE, 1ST FLR,#10   | BOSTON      | USD  | -            | -              | -            |
| 2169 | USMA046404 | 23 DRYDOCK AVE                   | BOSTON      | USD  | 61,270.18    | (25,342.45)    | 35,927.73    |
| 2169 | USMA046405 | 5 BROAD STREET                   | BOSTON      | USD  | 31.35        | (31.35)        | -            |
| 2169 | USMA046406 | 1249 BOYLESTON STREET            | BOSTON      | USD  | 199.17       | (147.40)       | 51.77        |
| 2169 | USMA046407 | 12 FARNSWORTH STREET             | BOSTON      | USD  | 101.43       | (67.14)        | 34.29        |
| 2169 | USMA046408 | "230 CONGRESS ST., STE 702"      | BOSTON      | USD  | 370.68       | (81.78)        | 288.90       |
| 2169 | USMA046408 | "230 CONGRESS ST., STE 702"      | BOSTON      | USD  | 49.79        | (41.52)        | 8.27         |
| 2169 | USMA046408 | "230 CONGRESS ST., STE 702"      | BOSTON      | USD  | 93,049.54    | (6,721.45)     | 86,328.09    |
| 2169 | USMA046409 | "75 FEDERAL STREET, 3RD FLOOR"   | BOSTON      | USD  | 116.18       | (64.08)        | 52.10        |
| 2169 | USMA046410 | 185 FRANKLIN STREET              | BOSTON      | USD  | 7,542.65     | (3,121.11)     | 4,421.54     |
| 2169 | USMA046411 | 6 BOWDIN STREET                  | BOSTON      | USD  | 8,556.96     | (2,022.85)     | 6,534.11     |
| 2169 | USMA046411 | 6 BOWDIN STREET                  | BOSTON      | USD  | 6,130.02     | (2,254.21)     | 3,875.81     |
| 2169 | USMA046412 | 8 HARRISON STREET                | BOSTON      | USD  | 10,733.08    | (2,537.30)     | 8,195.78     |
| 2169 | USMA046412 | 8 HARRISON STREET                | BOSTON      | USD  | 5,058.56     | (1,860.17)     | 3,198.39     |
| 2169 | USMA046413 | 2 INTERNATIONAL PLACE            | BOSTON      | USD  | 228.68       | (84.09)        | 144.59       |
| 2169 | USMA046414 | 1 SUMMER STREET                  | BOSTON      | USD  | 27,692.07    | (6,546.39)     | 21,145.68    |
| 2169 | USMA046414 | 1 SUMMER STREET                  | BOSTON      | USD  | 953.43       | (571.84)       | 381.59       |
| 2169 | USMA046414 | 1 SUMMER STREET                  | BOSTON      | USD  | 2,213.01     | (523.15)       | 1,689.86     |
| 2169 | USMA046415 | BOS-MB LEVEL 3-FIBER/CONDUIT     | BOSTON      | USD  | 4,757.96     | (1,211.31)     | 3,546.65     |
| 2169 | USMA046416 | "225 FRANKLIN ST., 24TH FLOOR"   | BOSTON      | USD  | 1,678.19     | (617.13)       | 1,061.06     |
| 2169 | USMA046417 | "1 BOSTON PLACE, COMM. ROOM"     | BOSTON      | USD  | 418.63       | (153.94)       | 264.69       |
| 2169 | USMA046418 | "60 STATE ST, 12FL"              | BOSTON      | USD  | 678.65       | (249.56)       | 429.09       |
| 2169 | USMA046419 | "75 STATE ST, 22ND FLOOR"        | BOSTON      | USD  | 376.21       | (138.32)       | 237.89       |
| 2169 | USMA046601 | 1 BRADLEY CIRCLE                 | BRAINTREE   | USD  | 12.91        | (4.75)         | 8.16         |
| 2169 | USMA046701 | 8 NEW ENGLAND EXECUTIVE PARK     | BURLINGTON  | USD  | 18.44        | (12.21)        | 6.23         |
| 2169 | USMA046702 | 32 THIRD AVE N.W. PARK           | BURLINGTON  | USD  | 79.30        | (52.49)        | 26.81        |
| 2169 | USMA046801 | 1 BROADWAY 12TH FLOOR            | CAMBRIDGE   | USD  | 130.93       | (86.68)        | 44.25        |
| 2169 | USMA046802 | 1 MAIN STREET                    | CAMBRIDGE   | USD  | 3,037.34     | (1,570.84)     | 1,466.50     |
| 2169 | USMA046803 | 10 FAWCETT STREET 2ND FLOOR      | CAMBRIDGE   | USD  | 29.51        | (29.51)        | -            |
| 2169 | USMA046804 | 10 WARE STREET                   | CAMBRIDGE   | USD  | 8,553.27     | (2,022.00)     | 6,531.27     |
| 2169 | USMA046804 | 10 WARE STREET                   | CAMBRIDGE   | USD  | 7,098.23     | (2,610.27)     | 4,487.96     |
| 2169 | USMA046805 | 130 WAVERLY STREET               | CAMBRIDGE   | USD  | 29.51        | (13.96)        | 15.55        |
| 2169 | USMA046806 | 17 MONSIGNOR OBRIEN HIGHWAY      | CAMBRIDGE   | USD  | 82.99        | (68.67)        | 14.32        |
| 2169 | USMA046807 | 201 BROADWAY                     | CAMBRIDGE   | USD  | 29.51        | (29.51)        | -            |
| 2169 | USMA046808 | 210 BENT STREET                  | CAMBRIDGE   | USD  | 18,941.49    | (4,477.76)     | 14,463.73    |
| 2169 | USMA046808 | 210 BENT STREET                  | CAMBRIDGE   | USD  | 6,615.03     | (2,432.58)     | 4,182.45     |
| 2169 | USMA046809 | 5 CAMBRIDGE CENTER               | CAMBRIDGE   | USD  | 1.84         | (1.84)         | -            |
| 2169 | USMA046810 | ONE ALEWIFE CENTER SUITE 350     | CAMBRIDGE   | USD  | 7.38         | (7.38)         | -            |
| 2169 | USMA047001 | 300 ROSEWOOD DRIVE               | DANVERS     | USD  | 53.48        | (50.36)        | 3.12         |
| 2169 | USMA047101 | 10 GREENFIELD ROAD               | DEERFIELD   | USD  | 49.79        | (41.20)        | 8.59         |
| 2169 | USMA047301 | 333 RUSSELL ST                   | HADLEY      | USD  | 12.91        | (8.54)         | 4.37         |
| 2169 | USMA047401 | 400 KIDDS HILL                   | HYANNIS     | USD  | 82.99        | (54.94)        | 28.05        |
| 2169 | USMA047501 | "100 TURNPIKE STREET, LAWRENCE   | LAWRENCE    | USD  | 7.38         | (6.11)         | 1.27         |
| 2169 | USMA047601 | 92 HAYDEN AVENUE                 | LINGTON     | USD  | 81.14        | (53.71)        | 27.43        |
| 2169 | USMA047701 | "CTI-NETWORK SERVICES, LITTLETON | LITTLETON   | USD  | 1,936.37     | (719.22)       | 1,217.15     |

TRADEMARK

REEL: 003737 FRAME: 0120

| CoCd | Location   | Street Address                 | City           | Crev | Current APC | Accumul. dep. | Curr.bk.val. |
|------|------------|--------------------------------|----------------|------|-------------|---------------|--------------|
| 2169 | USMA047701 | "CTI-NETWORK SERVICES, LITLLET | LITTLETON      | USD  | 38.73       | (38.73)       | -            |
| 2169 | USMA047801 | 800 SOUTH MAIN ST SUITE 200    | MANSFIELD      | USD  | -           | -             | -            |
| 2169 | USMA047801 | 800 SOUTH MAIN ST SUITE 200    | MANSFIELD      | USD  | -           | -             | -            |
| 2169 | USMA047801 | 800 SOUTH MAIN ST SUITE 200    | MANSFIELD      | USD  | -           | -             | -            |
| 2169 | USMA047901 | "28 LORD RD, SUITE 205"        | MARLBORO       | USD  | 71.92       | (47.61)       | 24.31        |
| 2169 | USMA048001 | 94 WELLS AVE. 1ST FLOOR        | NEWTON         | USD  | 118.03      | (78.13)       | 39.90        |
| 2169 | USMA048002 | "CTI-SALES EAST DIV, NEWTON"   | NEWTON         | USD  | -           | -             | -            |
| 2169 | USMA048101 | 1776 HERITAGE DRIVE            | NORTH QUINCY   | USD  | 5,384.98    | (1,980.22)    | 3,404.76     |
| 2169 | USMA048201 | "306 WASHINGTON STREET,2ND FLR | NORWELL        | USD  | 75.61       | (52.75)       | 22.86        |
| 2169 | USMA048301 | 100 RIVER RIDGE DR SUITE 104   | NORWOOD        | USD  | 57.17       | (47.30)       | 9.87         |
| 2169 | USMA048401 | 3 CENTENNIAL DRIVE             | PEABODY        | USD  | 177.04      | (94.01)       | 83.03        |
| 2169 | USMA048501 | 561 FOREST AVE                 | PORTLAND       | USD  | 81.14       | (53.71)       | 27.43        |
| 2169 | USMA048601 | 17 HERBERT ST.                 | SOMERVILLE     | USD  | 6,229.39    | (2,282.92)    | 3,946.47     |
| 2169 | USMA048701 | 1441 MAIN STREET 2ND FLOOR     | SPRINGFIELD    | USD  | 9,194.80    | (2,410.09)    | 6,784.71     |
| 2169 | USMA048701 | 1441 MAIN STREET 2ND FLOOR     | SPRINGFIELD    | USD  | -           | -             | -            |
| 2169 | USMA048701 | 1441 MAIN STREET 2ND FLOOR     | SPRINGFIELD    | USD  | 162.29      | (76.72)       | 85.57        |
| 2169 | USMA048702 | 65 INDUSTRY AVE                | SPRINGFIELD    | USD  | 92.21       | (61.03)       | 31.18        |
| 2169 | USMA048704 | 66 INDUSTRY DRIVE              | SPRINGFIELD    | USD  | 263.71      | (96.98)       | 166.73       |
| 2169 | USMA048801 | 9 GLENDALE ROAD                | STOCKBRIDGE    | USD  | 682.34      | (250.93)      | 431.41       |
| 2169 | USMA048901 | 58 DAY ST.                     | W. SOMERVILLE  | USD  | 40.57       | (26.85)       | 13.72        |
| 2169 | USMA049001 | 411 WAVERLY OAKS DR.           | WALTHAM        | USD  | 9.22        | (9.22)        | -            |
| 2169 | USMA049002 | 20 SEYON STREET                | WALTHAM        | USD  | 759.80      | (179.61)      | 580.19       |
| 2169 | USMA049101 | "1700 RESEARCH DR, STE 100"    | WESTBOROUGH    | USD  | 55.33       | (36.63)       | 18.70        |
| 2169 | USMA049102 | 600 FRIBERG PARKWAY            | WESTBOROUGH    | USD  | 5,348.10    | (1,966.65)    | 3,381.45     |
| 2169 | USMA049302 | 65 TOWER OFFICE PARK 1ST FLOOR | WOBURN         | USD  | 38.73       | (25.64)       | 13.09        |
| 2169 | USMA049303 | 181 NEW BOSTON STREET          | WOBURN         | USD  | 81.14       | (53.71)       | 27.43        |
| 2169 | USMA049304 | 45 INDUSTRIAL HIGHWAY          | WOBURN         | USD  | 28,912.47   | (5,703.29)    | 23,209.18    |
| 2169 | USMA049304 | 45 INDUSTRIAL HIGHWAY          | WOBURN         | USD  | 378.06      | (168.27)      | 209.79       |
| 2169 | USMD049501 | TEN E. BALTIMORE ST.           | BALTIMORE      | USD  | 591.98      | (217.69)      | 374.29       |
| 2169 | USMD049502 | "1829 REISTERSTOWN RD, STE 210 | BALTIMORE      | USD  | 368.83      | (152.58)      | 216.25       |
| 2169 | USMD049503 | 8101 PULASKI HIGHWAY SUITE F   | BALTIMORE      | USD  | 9,412.66    | (3,490.64)    | 5,922.02     |
| 2169 | USMD049504 | 1430 DESOTO RD.                | BALTIMORE      | USD  | 149.38      | (123.60)      | 25.78        |
| 2169 | USMD049504 | 1430 DESOTO RD.                | BALTIMORE      | USD  | 276.62      | (183.10)      | 93.52        |
| 2169 | USMD049506 | 1705 WHITEHEAD ROAD            | BALTIMORE      | USD  | 3,896.74    | (1,432.95)    | 2,463.79     |
| 2169 | USMD049507 | BAL-MB LEVEL 3-FIBER/CONDUIT   | BALTIMORE      | USD  | 48,870.55   | (12,441.64)   | 36,428.91    |
| 2169 | USMD049508 | 2434 WEST BELVEDERE BLVD.      | BALTIMORE      | USD  | 630.70      | (231.93)      | 398.77       |
| 2169 | USMD049602 | "CTI-SALES EAST DIV, BETHESDA" | BETHESDA       | USD  | 64.52       | (58.07)       | 6.45         |
| 2169 | USMD049701 | 802 WOOKS RD                   | CAMBRIDGE      | USD  | 3.69        | (3.05)        | 0.64         |
| 2169 | USMD049801 | 25 KENT TOWN CENTER            | CHESTER        | USD  | 3.69        | (3.05)        | 0.64         |
| 2169 | USMD049901 | 7100 BALTIMORE AVENUE STE 100  | COLLEGE PARK   | USD  | 9.22        | (7.63)        | 1.59         |
| 2169 | USMD050001 | 7142 COLUMBIA GATEWAY DR.      | COLUMBIA       | USD  | 18.44       | (18.44)       | -            |
| 2169 | USMD050101 | 555 QUINCE ORCHARD RD          | GATHERSBURG    | USD  | 11.06       | (11.06)       | -            |
| 2169 | USMD050201 | 7442 B & A BLVD.               | GLEN BURNIE    | USD  | 46.10       | (21.79)       | 24.31        |
| 2169 | USMD050202 | 7491 B & A BLVD.               | GLEN BURNIE    | USD  | 46.10       | (21.79)       | 24.31        |
| 2169 | USMD050301 | 10945 MCCORMICK ROAD           | HUNT VALLEY    | USD  | 311.66      | (114.61)      | 197.05       |
| 2169 | USMD050401 | "1400 MCCORMICK DR, STE 200"   | LANDOVER       | USD  | 31.36       | (31.36)       | -            |
| 2169 | USMD050501 | 4500 FORBES ROAD               | LANHAM         | USD  | 59.01       | (59.01)       | -            |
| 2169 | USMD050601 | 320 MAIN STREET                | LAUREL         | USD  | 260.02      | (143.44)      | 116.58       |
| 2169 | USMD050801 | 116 SOUTH BLVD                 | SALISBURY      | USD  | 3.69        | (3.05)        | 0.64         |
| 2169 | USMD050901 | 574 RITCHE HIGHWAY             | SEVERNA PARK   | USD  | 3.69        | (3.05)        | 0.64         |
| 2169 | USMD051001 | 8730 GEORGIA AVENUE            | SILVER SPRINGS | USD  | 802.21      | (663.74)      | 138.47       |
| 2169 | USMD051002 | 8484 GEORGIA AVENUE            | SILVER SPRINGS | USD  | 27.66       | (15.26)       | 12.40        |
| 2169 | USMD051101 | 9690 DEERCO RD SUITE 310       | TIMONIUM       | USD  | -           | -             | -            |
| 2169 | USMD051101 | 9690 DEERCO RD SUITE 310       | TIMONIUM       | USD  | -           | -             | -            |
| 2169 | USMD051101 | 9690 DEERCO RD SUITE 310       | TIMONIUM       | USD  | -           | -             | -            |
| 2169 | USMD051101 | 9690 DEERCO RD SUITE 310       | TIMONIUM       | USD  | -           | -             | -            |
| 2169 | USMD051101 | 9690 DEERCO RD SUITE 310       | TIMONIUM       | USD  | -           | -             | -            |
| 2169 | USME051201 | 145 NORTH STREET               | CALAIS         | USD  | 182.57      | (67.14)       | 115.43       |
| 2169 | USME051301 | 1000 BRUNSWICK AVE             | GARDINIES      | USD  | 79.30       | (52.49)       | 26.81        |
| 2169 | USME051401 | "729 MAIN STREET, LEWISTON"    | LEWISTON       | USD  | 68.23       | (56.45)       | 11.78        |
| 2169 | USME051402 | 10 FALCON ROAD                 | LEWISTON       | USD  | 116.18      | (42.72)       | 73.46        |
| 2169 | USME051501 | 153 US ROUTE 1                 | SCARBOROUGH    | USD  | 60.86       | (40.28)       | 20.58        |
| 2169 | USME051602 | 48 ATLANTIC PLACE              | SOUTH PORTLAND | USD  | 35.04       | (35.04)       | -            |
| 2169 | USMI051701 | 1615 PLYMOUTH RD               | ANN ARBOR      | USD  | 77.46       | (64.09)       | 13.37        |
| 2169 | USMI051701 | 1615 PLYMOUTH RD               | ANN ARBOR      | USD  | -           | -             | -            |
| 2169 | USMI051801 | 175 MAIN STREET                | BATTLE CREEK   | USD  | 1,266.95    | (419.31)      | 847.64       |
| 2169 | USMI051901 | 100 EAST HART STREET           | BAY CITY       | USD  | 256.34      | (212.09)      | 44.25        |
| 2169 | USMI051901 | 100 EAST HART STREET           | BAY CITY       | USD  | -           | -             | -            |
| 2169 | USMI052001 | 30300 TELEGRAPH ROAD           | BINGHAM FARMS  | USD  | -           | -             | -            |
| 2169 | USMI052001 | 30300 TELEGRAPH ROAD           | BINGHAM FARMS  | USD  | -           | -             | -            |
| 2169 | USMI052001 | 30300 TELEGRAPH ROAD           | BINGHAM FARMS  | USD  | -           | -             | -            |
| 2169 | USMI052001 | 30300 TELEGRAPH ROAD           | BINGHAM FARMS  | USD  | -           | -             | -            |
| 2169 | USMI052001 | 30300 TELEGRAPH ROAD           | BINGHAM FARMS  | USD  | -           | -             | -            |
| 2169 | USMI052001 | 30300 TELEGRAPH ROAD           | BINGHAM FARMS  | USD  | -           | -             | -            |
| 2169 | USMI052001 | 30300 TELEGRAPH ROAD           | BINGHAM FARMS  | USD  | -           | -             | -            |
| 2169 | USMI052001 | 30300 TELEGRAPH ROAD           | BINGHAM FARMS  | USD  | -           | -             | -            |
| 2169 | USMI052002 | 30700 TELEGRAPH RD.            | BINGHAM FARMS  | USD  | -           | -             | -            |
| 2169 | USMI052101 | 109 RANDOLPH STREET            | BROOKLYN       | USD  | -           | -             | -            |
| 2169 | USMI052201 | 16100 ANDOVER                  | DEARBORN       | USD  | -           | -             | -            |
| 2169 | USMI052301 | "1249 WASHINGTON BLV.#18387508 | DETROIT        | USD  | 105.12      | (57.98)       | 47.14        |
| 2169 | USMI052301 | "1249 WASHINGTON BLV.#18387508 | DETROIT        | USD  | 3,891.20    | (1,430.90)    | 2,460.30     |
| 2169 | USMI052302 | "660 PLAZA DR., #2160"         | DETROIT        | USD  | 309.82      | (128.18)      | 181.64       |
| 2169 | USMI052303 | 1860 GRATIOT                   | DETROIT        | USD  | 114.34      | (42.04)       | 72.30        |
| 2169 | USMI052304 | WILLIAMS TELECOMMUNICATION     | DETROIT        | USD  | -           | -             | -            |
| 2169 | USMI052305 | 7650 WEST CHICAGO              | DETROIT        | USD  | -           | -             | -            |
| 2169 | USMI052305 | 7650 WEST CHICAGO              | DETROIT        | USD  | 1,899.50    | (1,797.01)    | 102.49       |
| 2169 | USMI052306 | 5664 COMMERCIAL STREET         | DETROIT        | USD  | 1,550.00    | (5.27)        | 1,544.73     |
| 2169 | USMI052306 | 5664 COMMERCIAL STREET         | DETROIT        | USD  | 2,230.63    | (481.97)      | 1,748.66     |
| 2169 | USMI052306 | 5664 COMMERCIAL STREET         | DETROIT        | USD  | -           | -             | -            |
| 2169 | USMI052306 | 5664 COMMERCIAL STREET         | DETROIT        | USD  | -           | -             | -            |
| 2169 | USMI052307 | 12330 JOS CAMPAU               | DETROIT        | USD  | 276.63      | (101.74)      | 174.89       |
| 2169 | USMI052308 | 444 MICHIGAN AVENUE            | DETROIT        | USD  | 4,831.73    | (1,142.21)    | 3,689.52     |
| 2169 | USMI052308 | 444 MICHIGAN AVENUE            | DETROIT        | USD  | 6,884.30    | (2,848.27)    | 4,036.03     |
| 2169 | USMI052309 | DET-MB LEVEL 3-FIBER/CONDUIT   | DETROIT        | USD  | 528,359.97  | (134,319.01)  | 394,040.96   |
| 2169 | USMI052309 | DET-MB LEVEL 3-FIBER/CONDUIT   | DETROIT        | USD  | 3,090.82    | -             | 1,954.21     |

TRADEMARK

REEL: 003737 FRAME: 0121

| CoCd | Location   | Street Address                 | City             | Crcy | Current APC   | Accumul. dep.  | Curr.bk.val. |
|------|------------|--------------------------------|------------------|------|---------------|----------------|--------------|
| 2169 | USMI052401 | 302 W ANN ARBOR RD             | DURAND           | USD  | 5.52          | (4.88)         | 0.64         |
| 2169 | USMI052501 | 31700 MIDDLEBELT               | FARMINGTON HILLS | USD  | 387.27        | (158.73)       | 228.54       |
| 2169 | USMI052502 | *28104 ORCHARD LAKE RD, STE 15 | FARMINGTON HILLS | USD  | 70.08         | (33.13)        | 36.95        |
| 2169 | USMI052601 | 2001 SOUTH GRAND TRAVERSE      | FLINT            | USD  | -             | -              | -            |
| 2169 | USMI052802 | 209 GRAHAM                     | GRAND RAPIDS     | USD  | -             | -              | -            |
| 2169 | USMI052802 | 209 GRAHAM                     | GRAND RAPIDS     | USD  | -             | -              | -            |
| 2169 | USMI052802 | 209 GRAHAM                     | GRAND RAPIDS     | USD  | -             | -              | -            |
| 2169 | USMI052802 | 209 GRAHAM                     | GRAND RAPIDS     | USD  | -             | -              | -            |
| 2169 | USMI052802 | 209 GRAHAM                     | GRAND RAPIDS     | USD  | 3.69          | (3.69)         | -            |
| 2169 | USMI052803 | 2215 29TH STREET               | GRAND RAPIDS     | USD  | 7.37          | (7.37)         | -            |
| 2169 | USMI052804 | 1900 CHICAGO DRIVE             | GRAND RAPIDS     | USD  | 20.29         | (20.29)        | -            |
| 2169 | USMI052805 | 2700 29TH STREET SE            | GRAND RAPIDS     | USD  | 193.64        | (106.81)       | 86.83        |
| 2169 | USMI052806 | 131 CALEDONIA NE               | GRAND RAPIDS     | USD  | 385.43        | (212.61)       | 172.82       |
| 2169 | USMI052807 | 5976 CLAY AVE.                 | GRAND RAPIDS     | USD  | 213.92        | (101.14)       | 112.78       |
| 2169 | USMI052808 | 529 32ND STREET SE             | GRAND RAPIDS     | USD  | 106.96        | (50.57)        | 56.39        |
| 2169 | USMI052809 | 6000 CLAY AVE.                 | GRAND RAPIDS     | USD  | 14.75         | (6.98)         | 7.77         |
| 2169 | USMI052810 | *4829 EAST BELTLINE AVE, N.E.* | GRAND RAPIDS     | USD  | 70.08         | (33.13)        | 36.95        |
| 2169 | USMI052811 | *3777 SPARKS DRIVE, STE. 109*  | GRAND RAPIDS     | USD  | 317.20        | (116.64)       | 200.56       |
| 2169 | USMI052812 | 400 ANN ST. NW                 | GRAND RAPIDS     | USD  | 129.09        | (47.46)        | 81.63        |
| 2169 | USMI052901 | 91 MANCHESTER                  | HIGHLAND PARK    | USD  | -             | -              | -            |
| 2169 | USMI052901 | 91 MANCHESTER                  | HIGHLAND PARK    | USD  | -             | -              | -            |
| 2169 | USMI052901 | 91 MANCHESTER                  | HIGHLAND PARK    | USD  | 3.68          | (3.04)         | 0.64         |
| 2169 | USMI053001 | N 3602 NORTH U.S. 2            | IRON MOUNTAIN    | USD  | 165.97        | (83.70)        | 82.27        |
| 2169 | USMI053002 | 1901 N STEPHENSON AVE          | IRON MOUNTAIN    | USD  | 101.43        | (55.95)        | 45.48        |
| 2169 | USMI053101 | 170 W. NORTH                   | JACKSON          | USD  | 1,359.15      | (1,124.56)     | 234.59       |
| 2169 | USMI053103 | 209 E. WASHINGTON AVENUE       | JACKSON          | USD  | 503.46        | (185.13)       | 318.33       |
| 2169 | USMI053201 | 303 MILLS STREET               | KALAMAZOO        | USD  | -             | -              | -            |
| 2169 | USMI053301 | 3680 44TH SE                   | KENTWOOD         | USD  | 18.44         | (18.44)        | -            |
| 2169 | USMI053302 | 4405 44TH STREET SE            | KENTWOOD         | USD  | 167.82        | (77.31)        | 90.51        |
| 2169 | USMI053401 | 940 LONG BLVD. SUITE #1        | LANSING          | USD  | 5.52          | (4.90)         | 0.62         |
| 2169 | USMI053402 | *6810 S. CEDAR, STE 10*        | LANSING          | USD  | 339.33        | (190.49)       | 148.84       |
| 2169 | USMI053501 | *CTI-SALES EAST DIV, LIVONIA*  | LIVONIA          | USD  | 57.17         | (57.17)        | -            |
| 2169 | USMI053502 | 11820 GLOBE                    | LIVONIA          | USD  | 1.84          | (1.84)         | -            |
| 2169 | USMI053503 | 31500 SCHOOLCRAFT ROAD         | LIVONIA          | USD  | 106.96        | (59.00)        | 47.96        |
| 2169 | USMI053601 | 1000 JEFFERSON AVE.            | MIDLAND          | USD  | -             | -              | -            |
| 2169 | USMI053701 | 21800 HAGGERTY RD.             | NORTHVILLE       | USD  | 7.37          | (7.37)         | -            |
| 2169 | USMI053801 | 324 SAGINAW                    | PONTIAC          | USD  | 59.02         | (59.02)        | -            |
| 2169 | USMI053901 | 3777 LAPEER ROAD SOUTH         | PORT HURON       | USD  | 110.65        | (45.77)        | 64.88        |
| 2169 | USMI054001 | 16230 13 MILE RD               | ROSEVILLE        | USD  | 5.53          | (5.53)         | -            |
| 2169 | USMI054101 | *26622 WOODWARD AVE., SUITE 20 | ROYAL OAK        | USD  | 256.34        | (94.25)        | 162.09       |
| 2169 | USMI054201 | 315 MERIDITH                   | SAGINAW          | USD  | 29.51         | (29.51)        | -            |
| 2169 | USMI054301 | 100 GALLERIA SUITE 414         | SOUTHFIELD       | USD  | 39,293.75     | (9,831.06)     | 29,462.69    |
| 2169 | USMI054301 | 100 GALLERIA SUITE 414         | SOUTHFIELD       | USD  | 6,983.54      | (97.58)        | 6,885.96     |
| 2169 | USMI054301 | 100 GALLERIA SUITE 414         | SOUTHFIELD       | USD  | 3,391.44      | (1,591.63)     | 1,799.81     |
| 2169 | USMI054301 | 100 GALLERIA SUITE 414         | SOUTHFIELD       | USD  | 7,793.49      | (3,116.16)     | 4,677.33     |
| 2169 | USMI054301 | 100 GALLERIA SUITE 414         | SOUTHFIELD       | USD  | 805.90        | (666.80)       | 139.10       |
| 2169 | USMI054301 | 100 GALLERIA SUITE 414         | SOUTHFIELD       | USD  | 163,520.57    | (60,538.91)    | 102,981.66   |
| 2169 | USMI054301 | 100 GALLERIA SUITE 414         | SOUTHFIELD       | USD  | 57,600.00     | -              | 57,600.00    |
| 2169 | USMI054301 | 100 GALLERIA SUITE 414         | SOUTHFIELD       | USD  | -             | -              | -            |
| 2169 | USMI054302 | *17117 W.NINE MILE RD, STE. 80 | SOUTHFIELD       | USD  | 217.61        | (102.89)       | 114.72       |
| 2169 | USMI054303 | 18000 WEST NINE MILE RD.       | SOUTHFIELD       | USD  | 224.99        | (82.74)        | 142.25       |
| 2169 | USMI054304 | 20 OAK HOLLOW                  | SOUTHFIELD       | USD  | 66,615.13     | (18,356.16)    | 48,258.97    |
| 2169 | USMI054304 | 20 OAK HOLLOW                  | SOUTHFIELD       | USD  | 8,411.07      | (1,705.27)     | 6,705.80     |
| 2169 | USMI054304 | 20 OAK HOLLOW                  | SOUTHFIELD       | USD  | 19,123.39     | (15,366.22)    | 3,757.17     |
| 2169 | USMI054304 | 20 OAK HOLLOW                  | SOUTHFIELD       | USD  | 36,592.06     | (26,783.84)    | 9,808.22     |
| 2169 | USMI054304 | 20 OAK HOLLOW                  | SOUTHFIELD       | USD  | 51,005.56     | (16,288.85)    | 34,716.71    |
| 2169 | USMI054304 | 20 OAK HOLLOW                  | SOUTHFIELD       | USD  | 1,135,616.36  | (438,536.23)   | 697,080.13   |
| 2169 | USMI054304 | 20 OAK HOLLOW                  | SOUTHFIELD       | USD  | 1,267,097.05  | (899,681.32)   | 367,415.73   |
| 2169 | USMI054304 | 20 OAK HOLLOW                  | SOUTHFIELD       | USD  | 140,358.03    | (88,106.45)    | 52,251.58    |
| 2169 | USMI054304 | 20 OAK HOLLOW                  | SOUTHFIELD       | USD  | -             | -              | -            |
| 2169 | USMI054304 | 20 OAK HOLLOW                  | SOUTHFIELD       | USD  | 77,454.04     | (32,347.19)    | 45,106.85    |
| 2169 | USMI054304 | 20 OAK HOLLOW                  | SOUTHFIELD       | USD  | -             | -              | -            |
| 2169 | USMI054304 | 20 OAK HOLLOW                  | SOUTHFIELD       | USD  | -             | -              | -            |
| 2169 | USMI054304 | 20 OAK HOLLOW                  | SOUTHFIELD       | USD  | 72,633.30     | -              | 72,633.30    |
| 2169 | USMI054304 | 20 OAK HOLLOW                  | SOUTHFIELD       | USD  | -             | -              | -            |
| 2169 | USMI054304 | 20 OAK HOLLOW                  | SOUTHFIELD       | USD  | 85,351.20     | -              | 85,351.20    |
| 2169 | USMI054305 | 200 GALLERIA                   | SOUTHFIELD       | USD  | 602,471.53    | (169,596.26)   | 432,875.27   |
| 2169 | USMI054305 | 200 GALLERIA                   | SOUTHFIELD       | USD  | 90,472.34     | (9,619.11)     | 80,853.23    |
| 2169 | USMI054305 | 200 GALLERIA                   | SOUTHFIELD       | USD  | 201.01        | (73.93)        | 127.08       |
| 2169 | USMI054305 | 200 GALLERIA                   | SOUTHFIELD       | USD  | 4,710.04      | (1,266.75)     | 3,443.29     |
| 2169 | USMI054305 | 200 GALLERIA                   | SOUTHFIELD       | USD  | 334,110.73    | (193,034.77)   | 141,075.96   |
| 2169 | USMI054305 | 200 GALLERIA                   | SOUTHFIELD       | USD  | 101,463.13    | (38,100.81)    | 63,362.32    |
| 2169 | USMI054305 | 200 GALLERIA                   | SOUTHFIELD       | USD  | 1,101,443.53  | (273,787.81)   | 827,655.72   |
| 2169 | USMI054305 | 200 GALLERIA                   | SOUTHFIELD       | USD  | 536,153.09    | (298,663.64)   | 237,489.45   |
| 2169 | USMI054305 | 200 GALLERIA                   | SOUTHFIELD       | USD  | 3,702,777.47  | (2,125,514.93) | 1,577,262.54 |
| 2169 | USMI054305 | 200 GALLERIA                   | SOUTHFIELD       | USD  | 370,766.02    | (155,088.00)   | 215,678.02   |
| 2169 | USMI054305 | 200 GALLERIA                   | SOUTHFIELD       | USD  | 10,374,168.98 | (846,241.97)   | 9,527,927.01 |
| 2169 | USMI054305 | 200 GALLERIA                   | SOUTHFIELD       | USD  | 33,304.90     | (13,704.55)    | 19,600.35    |
| 2169 | USMI054305 | 200 GALLERIA                   | SOUTHFIELD       | USD  | 11,229,455.49 | (4,666,194.75) | 6,563,260.74 |
| 2169 | USMI054305 | 200 GALLERIA                   | SOUTHFIELD       | USD  | 35,000.00     | -              | 35,000.00    |
| 2169 | USMI054305 | 200 GALLERIA                   | SOUTHFIELD       | USD  | 1,650.00      | -              | 1,650.00     |
| 2169 | USMI054305 | 200 GALLERIA                   | SOUTHFIELD       | USD  | -             | -              | -            |
| 2169 | USMI054305 | 200 GALLERIA                   | SOUTHFIELD       | USD  | 92,618.72     | -              | 92,618.72    |
| 2169 | USMI054305 | 200 GALLERIA                   | SOUTHFIELD       | USD  | -             | -              | -            |
| 2169 | USMI054305 | 200 GALLERIA                   | SOUTHFIELD       | USD  | -             | -              | -            |
| 2169 | USMI054305 | 200 GALLERIA                   | SOUTHFIELD       | USD  | -             | -              | -            |
| 2169 | USMI054305 | 200 GALLERIA                   | SOUTHFIELD       | USD  | 288,708.18    | -              | 288,708.18   |
| 2169 | USMI054305 | 200 GALLERIA                   | SOUTHFIELD       | USD  | (71,303.60)   | -              | (71,303.60)  |
| 2169 | USMI054305 | 200 GALLERIA                   | SOUTHFIELD       | USD  | 5,000,000.00  | -              | 5,000,000.00 |
| 2169 | USMI054306 | 21500 MELROSE AVE FL-1         | SOUTHFIELD       | USD  | 199.17        | (94.16)        | 105.01       |
| 2169 | USMI054307 | 23000 WEST EIGHT MILE ROAD     | SOUTHFIELD       | USD  | 57.17         | (31.54)        | 25.63        |
| 2169 | USMI054308 | 24450 EVERGREEN SUITE 204      | SOUTHFIELD       | USD  | 7.37          | (7.37)         | -            |
| 2169 | USMI054309 | 24725 W 12 MILE RD SUITE 200   | SOUTHFIELD       | USD  | 291.38        | (116.46)       | 174.92       |
| 2169 | USMI054309 | 24725 W 12 MILE RD SUITE 200   | SOUTHFIELD       | USD  | 1,174.75      | (106.25)       | 288.99       |

TRADEMARK

| CoCd | Location   | Street Address                 | City             | Crcy | Current APC  | Accumul. dep. | Curr.bk.val. |
|------|------------|--------------------------------|------------------|------|--------------|---------------|--------------|
| 2169 | USMI054309 | 24725 W 12 MILE RD SUITE 200   | SOUTHFIELD       | USD  | 1,041.93     | (978.96)      | 62.97        |
| 2169 | USMI054309 | 24725 W 12 MILE RD SUITE 200   | SOUTHFIELD       | USD  | 7,773.18     | (7,773.18)    | -            |
| 2169 | USMI054309 | 24725 W 12 MILE RD SUITE 200   | SOUTHFIELD       | USD  | -            | -             | -            |
| 2169 | USMI054309 | 24725 W 12 MILE RD SUITE 200   | SOUTHFIELD       | USD  | 1,021.67     | (383.40)      | 638.27       |
| 2169 | USMI054310 | 300 GALLERIA OFFICE CENTRE     | SOUTHFIELD       | USD  | 52,873.60    | (32,176.99)   | 20,696.61    |
| 2169 | USMI054310 | 300 GALLERIA OFFICE CENTRE     | SOUTHFIELD       | USD  | -            | -             | -            |
| 2169 | USMI054401 | 38800 RYAN ROAD                | STERLING HEIGHTS | USD  | 38.73        | (38.73)       | -            |
| 2169 | USMI054402 | 36960 METRO COURT              | STERLING HEIGHTS | USD  | 1.84         | (1.84)        | -            |
| 2169 | USMI054403 | 38810 RYAN ROAD                | STERLING HEIGHTS | USD  | 62.70        | (62.70)       | -            |
| 2169 | USMI054501 | *8750 TELEGRAPH, 3RD FLR,STE30 | TAYLOR           | USD  | 241.59       | (159.91)      | 81.68        |
| 2169 | USMI054701 | 861 ROBINWOOD COURT            | TRAVERSE CITY    | USD  | 228.68       | (94.59)       | 134.09       |
| 2169 | USMI054801 | *26091 SHERWOOD, STE. 200*     | WARREN           | USD  | 132.78       | (62.79)       | 69.99        |
| 2169 | USMI054901 | 1950 BYRON CENTER              | WYOMING          | USD  | 241.59       | (114.22)      | 127.37       |
| 2169 | USMN055001 | 1105 HIGHWAY 27 WEST           | ALEXANDRIA       | USD  | 2,329.68     | (426.37)      | 1,903.31     |
| 2169 | USMN055001 | 1105 HIGHWAY 27 WEST           | ALEXANDRIA       | USD  | 359.61       | (132.25)      | 227.36       |
| 2169 | USMN055101 | APPLE VALLEY CENTRAL OFFICE    | APPLE VALLEY     | USD  | 3,725.23     | (1,541.12)    | 2,184.11     |
| 2169 | USMN055201 | 1550 E 79TH STREET             | BLOOMINGTON      | USD  | 341.17       | (228.57)      | 112.60       |
| 2169 | USMN055202 | *9065 LYNDALE AVE., SOUTH*     | BLOOMINGTON      | USD  | 108.81       | (60.02)       | 48.79        |
| 2169 | USMN055301 | 8401 73RD N AVE                | BROOKLYN PARK    | USD  | 46.11        | (46.11)       | -            |
| 2169 | USMN055401 | 14450 BURNHAVEN DRIVE          | BURNSVILLE       | USD  | 520.06       | (481.23)      | 38.83        |
| 2169 | USMN055401 | 14450 BURNHAVEN DRIVE          | BURNSVILLE       | USD  | -            | -             | -            |
| 2169 | USMN055401 | 14450 BURNHAVEN DRIVE          | BURNSVILLE       | USD  | 4,981.12     | (2,222.52)    | 2,758.60     |
| 2169 | USMN055501 | 3901 UNIVERSITY AVE.           | COLUMBIA HEIGHTS | USD  | 40.57        | (22.38)       | 18.19        |
| 2169 | USMN055601 | 4835 HOWARD GRESSEN            | DULUTH           | USD  | 374.37       | (145.81)      | 228.56       |
| 2169 | USMN055701 | 10000-EAGAN-FIBER BUILD        | EAGAN            | USD  | 282,997.31   | (71,942.19)   | 211,055.12   |
| 2169 | USMN055701 | 10000-EAGAN-FIBER BUILD        | EAGAN            | USD  | 4,813.29     | (1,770.00)    | 3,043.29     |
| 2169 | USMN055701 | 10000-EAGAN-FIBER BUILD        | EAGAN            | USD  | -            | -             | -            |
| 2169 | USMN055701 | 10000-EAGAN-FIBER BUILD        | EAGAN            | USD  | -            | -             | -            |
| 2169 | USMN055701 | 10000-EAGAN-FIBER BUILD        | EAGAN            | USD  | -            | -             | -            |
| 2169 | USMN055702 | 3045 HIGHWAY 13                | EAGAN            | USD  | 84.83        | (56.15)       | 28.68        |
| 2169 | USMN055703 | 3535 BLUECROSS ROAD            | EAGAN            | USD  | 363.30       | (200.40)      | 162.90       |
| 2169 | USMN055704 | 800 LONE OAK ROAD              | EAGAN            | USD  | 4,689.74     | (1,724.56)    | 2,965.18     |
| 2169 | USMN055705 | 2855 EAGANDALE BLVD.           | EAGAN            | USD  | 4,383.58     | (1,611.98)    | 2,771.60     |
| 2169 | USMN055706 | 3199 PILOT KNOB ROAD           | EAGAN            | USD  | 6,609.51     | (2,734.37)    | 3,875.14     |
| 2169 | USMN055707 | 655 E. LONE OAK DRIVE          | EAGAN            | USD  | 6,875.05     | (2,844.20)    | 4,030.85     |
| 2169 | USMN055708 | 3344 HWY. 149                  | EAGAN            | USD  | 6,329.20     | (2,919.98)    | 3,409.22     |
| 2169 | USMN055709 | *610 OPPERMAN DR., BLDG. F*    | EAGAN            | USD  | 6,924.87     | (2,864.80)    | 4,060.07     |
| 2169 | USMN055710 | 2785 HIGHWAY 55                | EAGAN            | USD  | 68.24        | (33.58)       | 34.66        |
| 2169 | USMN055801 | 8513 COURTLAND ROAD            | EDEN PRAIRIE     | USD  | 31.35        | (31.35)       | -            |
| 2169 | USMN055802 | 6436 CITY WEST PKWY.           | EDEN PRAIRIE     | USD  | 40.57        | (33.56)       | 7.01         |
| 2169 | USMN055803 | 6450 CARLSON DRIVE             | EDEN PRAIRIE     | USD  | 195.48       | (92.42)       | 103.06       |
| 2169 | USMN055804 | 7500 OFFICE RIDGE DRIVE        | EDEN PRAIRIE     | USD  | 304.29       | (131.33)      | 172.96       |
| 2169 | USMN056001 | *622 MENDELSSHON AVE, STE 100* | GOLDEN VALLEY    | USD  | 5.53         | (5.53)        | -            |
| 2169 | USMN056101 | LAKEVILLE CENTRAL OFFICE       | LAKEVILLE        | USD  | 3,669.90     | (867.57)      | 2,802.33     |
| 2169 | USMN056101 | LAKEVILLE CENTRAL OFFICE       | LAKEVILLE        | USD  | 38,674.09    | (13,607.39)   | 25,066.70    |
| 2169 | USMN056201 | 100 S VICTORY DRIVE            | MANKATO          | USD  | 47.95        | (31.73)       | 16.22        |
| 2169 | USMN056202 | 1531 E. MADISON                | MANKATO          | USD  | 210.24       | (77.31)       | 132.93       |
| 2169 | USMN056301 | 1500 COMMERCE DRIVE            | MENDOTA          | USD  | 339.33       | (138.34)      | 200.99       |
| 2169 | USMN056401 | *11311 HAMPSHIRE AV S,1STFLS10 | MINNEAPOLIS      | USD  | 11.06        | (11.06)       | -            |
| 2169 | USMN056403 | 1300 NICOLLET MALL SUITE 4007  | MINNEAPOLIS      | USD  | -            | -             | -            |
| 2169 | USMN056403 | 1300 NICOLLET MALL SUITE 4007  | MINNEAPOLIS      | USD  | -            | -             | -            |
| 2169 | USMN056404 | *1433 UTICA AVE S, SUITE 200*  | MINNEAPOLIS      | USD  | 9.22         | (9.22)        | -            |
| 2169 | USMN056405 | 1700 93RD LANE NE              | MINNEAPOLIS      | USD  | 81.14        | (44.75)       | 36.39        |
| 2169 | USMN056406 | 3100 WEST LAKE STREET          | MINNEAPOLIS      | USD  | 59.01        | (48.82)       | 10.19        |
| 2169 | USMN056407 | 3255 HENNEPIN SUITE 150        | MINNEAPOLIS      | USD  | 9.22         | (7.63)        | 1.59         |
| 2169 | USMN056408 | *330 SECOND AVE, 7TH FLR STE79 | MINNEAPOLIS      | USD  | 11.06        | (11.06)       | -            |
| 2169 | USMN056409 | 331 2ND AVE S                  | MINNEAPOLIS      | USD  | 475.80       | (475.80)      | -            |
| 2169 | USMN056409 | 331 2ND AVE S                  | MINNEAPOLIS      | USD  | 45,820.25    | (24,584.67)   | 21,235.58    |
| 2169 | USMN056410 | 511 11TH AVENUE SOUTH STE 180  | MINNEAPOLIS      | USD  | 116,557.17   | (32,253.67)   | 84,303.50    |
| 2169 | USMN056410 | 511 11TH AVENUE SOUTH STE 180  | MINNEAPOLIS      | USD  | 266,762.75   | (111,090.24)  | 155,672.51   |
| 2169 | USMN056410 | 511 11TH AVENUE SOUTH STE 180  | MINNEAPOLIS      | USD  | 17,989.16    | (5,162.65)    | 12,826.51    |
| 2169 | USMN056410 | 511 11TH AVENUE SOUTH STE 180  | MINNEAPOLIS      | USD  | 215.77       | (142.82)      | 72.95        |
| 2169 | USMN056410 | 511 11TH AVENUE SOUTH STE 180  | MINNEAPOLIS      | USD  | 43,596.44    | (7,845.30)    | 35,751.14    |
| 2169 | USMN056410 | 511 11TH AVENUE SOUTH STE 180  | MINNEAPOLIS      | USD  | 1,054.87     | (915.46)      | 139.41       |
| 2169 | USMN056410 | 511 11TH AVENUE SOUTH STE 180  | MINNEAPOLIS      | USD  | 5,575.23     | (1,246.41)    | 4,328.82     |
| 2169 | USMN056410 | 511 11TH AVENUE SOUTH STE 180  | MINNEAPOLIS      | USD  | 5,993.56     | (4,959.06)    | 1,034.50     |
| 2169 | USMN056410 | 511 11TH AVENUE SOUTH STE 180  | MINNEAPOLIS      | USD  | 1,503.64     | (12.36)       | 1,491.28     |
| 2169 | USMN056410 | 511 11TH AVENUE SOUTH STE 180  | MINNEAPOLIS      | USD  | 1,139,632.42 | (500,209.74)  | 639,422.68   |
| 2169 | USMN056410 | 511 11TH AVENUE SOUTH STE 180  | MINNEAPOLIS      | USD  | -            | -             | -            |
| 2169 | USMN056410 | 511 11TH AVENUE SOUTH STE 180  | MINNEAPOLIS      | USD  | -            | -             | -            |
| 2169 | USMN056411 | 5500 WAYZATA BLVD. #800        | MINNEAPOLIS      | USD  | 138.31       | (99.49)       | 38.82        |
| 2169 | USMN056412 | 608 2ND AVE S                  | MINNEAPOLIS      | USD  | 18.44        | (15.26)       | 3.18         |
| 2169 | USMN056413 | 625 MARQUETTE AVE S SB-86      | MINNEAPOLIS      | USD  | 6,987.57     | (3,854.32)    | 3,133.25     |
| 2169 | USMN056414 | *701 FOURTH AVE S, SUITE 1250* | MINNEAPOLIS      | USD  | 12.91        | (12.91)       | -            |
| 2169 | USMN056415 | *7401 METRO BLVD., SUITE 250*  | MINNEAPOLIS      | USD  | 287.69       | (105.79)      | 181.90       |
| 2169 | USMN056416 | "MINNEAPOLIS, MN"              | MINNEAPOLIS      | USD  | 199.17       | (94.17)       | 105.00       |
| 2169 | USMN056601 | 24755 27TH AVENUE NORTH        | PLYMOUTH         | USD  | 81.14        | (53.71)       | 27.43        |
| 2169 | USMN056602 | 14430 21ST AVENUE NORTH        | PLYMOUTH         | USD  | 44.26        | (24.42)       | 19.84        |
| 2169 | USMN056701 | 3815 HIGHWAY 12 WEST           | ROCHESTER        | USD  | 44.26        | (24.42)       | 19.84        |
| 2169 | USMN056801 | ROSEMOUNT CENTRAL OFFICE       | ROSEMOUNT        | USD  | 3,208.86     | (1,327.51)    | 1,881.35     |
| 2169 | USMN056901 | 2335 WEST H-WAY 36 NORTH       | ROSEVILLE        | USD  | 25.82        | (17.09)       | 8.73         |
| 2169 | USMN057001 | HIGHWAY 4 NORTH                | SHERBURN         | USD  | 60.86        | (40.28)       | 20.58        |
| 2169 | USMN057101 | *203 COOPER AVE N, 1ST FL ST10 | ST. CLOUD        | USD  | 1.84         | (1.84)        | -            |
| 2169 | USMN057201 | 1550 UTICA AVENUE SUITE 935    | ST. LOUIS PARK   | USD  | -            | -             | -            |
| 2169 | USMN057201 | 1550 UTICA AVENUE SUITE 935    | ST. LOUIS PARK   | USD  | 352.22       | (352.22)      | -            |
| 2169 | USMN057201 | 1550 UTICA AVENUE SUITE 935    | ST. LOUIS PARK   | USD  | 36.88        | (36.88)       | -            |
| 2169 | USMN057201 | 1550 UTICA AVENUE SUITE 935    | ST. LOUIS PARK   | USD  | -            | -             | -            |
| 2169 | USMN057202 | *6465 WAYZATA BLVD, SUITE 400* | ST. LOUIS PARK   | USD  | 88.52        | (58.59)       | 29.93        |
| 2169 | USMN057301 | 666 UNIVERSITY AVENUE          | ST. PAUL         | USD  | 55.33        | (45.78)       | 9.55         |
| 2169 | USMN057302 | 4295 LEXINGTON AVENUE          | ST. PAUL         | USD  | 118.03       | (78.13)       | 39.90        |
| 2169 | USMN057303 | 2386 TERRITORIAL RD.           | ST. PAUL         | USD  | 210.24       | (115.97)      | 94.27        |
| 2169 | USMN057401 | 445 EAST LAKE STREET           | WAYZATA          | USD  | 518.21       | (366.50)      | 151.71       |
| 2169 | USMO057601 | 133 VALLEY CENTER DRIVE        | CHESTERFIELD     | USD  | 142.00       | (67.14)       | 74.86        |
| 2169 | USMO057801 | 409 PARK LANE                  | CHILLICOTHE      | USD  | 234.21       | (134.22)      | 79.19        |

TRADEMARK

REEL: 003737 FRAME: 0123

| CoCd | Location   | Street Address                 | City             | Crcy | Current APC  | Accumul. dep.  | Curr.bk.val. |
|------|------------|--------------------------------|------------------|------|--------------|----------------|--------------|
| 2169 | USMO057901 | 309 SOUTH 9TH STREET           | COLUMBUS         | USD  | 57.17        | (37.84)        | 19.33        |
| 2169 | USMO058001 | *9705 WATSON RD, ROOM 300"     | CRESTWOOD        | USD  | 234.21       | (129.18)       | 105.03       |
| 2169 | USMO058101 | 301 DUCK ROAD                  | GRANDVIEW        | USD  | 241.59       | (133.27)       | 108.32       |
| 2169 | USMO058201 | "109 VIRGINIA, 4TH FLOOR"      | HANNIBAL         | USD  | 960.81       | (459.80)       | 501.01       |
| 2169 | USMO058301 | RT 1 BOX 706 POB E             | HARRISONVILLE    | USD  | 1.84         | (1.84)         | -            |
| 2169 | USMO058301 | RT 1 BOX 706 POB E             | HARRISONVILLE    | USD  | 20.28        | (18.38)        | 1.90         |
| 2169 | USMO058401 | *587 S.MCDONNELL BLVD, BASEMEN | HAZELWOOD        | USD  | 2,651.92     | (921.37)       | 1,730.55     |
| 2169 | USMO058501 | 1100 MAIN STREET               | KANSAS CITY      | USD  | 565,188.36   | (151,165.42)   | 414,022.94   |
| 2169 | USMO058501 | 1100 MAIN STREET               | KANSAS CITY      | USD  | 74,620.26    | (30,390.53)    | 44,229.73    |
| 2169 | USMO058501 | 1100 MAIN STREET               | KANSAS CITY      | USD  | 210.24       | (77.31)        | 132.93       |
| 2169 | USMO058501 | 1100 MAIN STREET               | KANSAS CITY      | USD  | 43,871.00    | (32,586.67)    | 11,284.33    |
| 2169 | USMO058501 | 1100 MAIN STREET               | KANSAS CITY      | USD  | 1,445.83     | (563.31)       | 882.52       |
| 2169 | USMO058501 | 1100 MAIN STREET               | KANSAS CITY      | USD  | 1,864,864.06 | (774,085.55)   | 1,090,778.51 |
| 2169 | USMO058501 | 1100 MAIN STREET               | KANSAS CITY      | USD  | 1,259.55     | (1,137.34)     | 122.21       |
| 2169 | USMO058501 | 1100 MAIN STREET               | KANSAS CITY      | USD  | 3,054.88     | (1,064.33)     | 1,990.55     |
| 2169 | USMO058501 | 1100 MAIN STREET               | KANSAS CITY      | USD  | 66,016.33    | (8,565.34)     | 57,450.99    |
| 2169 | USMO058501 | 1100 MAIN STREET               | KANSAS CITY      | USD  | 65,465.37    | (35,147.58)    | 30,317.79    |
| 2169 | USMO058501 | 1100 MAIN STREET               | KANSAS CITY      | USD  | 25,266.74    | (9,310.63)     | 15,956.11    |
| 2169 | USMO058501 | 1100 MAIN STREET               | KANSAS CITY      | USD  | 4,984,587.84 | (1,802,751.04) | 3,181,836.80 |
| 2169 | USMO058501 | 1100 MAIN STREET               | KANSAS CITY      | USD  | -            | -              | -            |
| 2169 | USMO058501 | 1100 MAIN STREET               | KANSAS CITY      | USD  | -            | -              | -            |
| 2169 | USMO058501 | 1100 MAIN STREET               | KANSAS CITY      | USD  | 91,330.00    | -              | 91,330.00    |
| 2169 | USMO058501 | 1100 MAIN STREET               | KANSAS CITY      | USD  | 127,853.25   | -              | 127,853.25   |
| 2169 | USMO058501 | 1100 MAIN STREET               | KANSAS CITY      | USD  | -            | -              | -            |
| 2169 | USMO058502 | 127 WEST 10TH ST               | KANSAS CITY      | USD  | -            | -              | -            |
| 2169 | USMO058502 | 127 WEST 10TH ST               | KANSAS CITY      | USD  | -            | -              | -            |
| 2169 | USMO058502 | 127 WEST 10TH ST               | KANSAS CITY      | USD  | 123.55       | (106.36)       | 17.19        |
| 2169 | USMO058502 | 127 WEST 10TH ST               | KANSAS CITY      | USD  | -            | -              | -            |
| 2169 | USMO058502 | 127 WEST 10TH ST               | KANSAS CITY      | USD  | 130,301.09   | (62,888.06)    | 67,413.03    |
| 2169 | USMO058503 | 1301 W. 25TH ST.               | KANSAS CITY      | USD  | 14.75        | (5.42)         | 9.33         |
| 2169 | USMO058504 | 1303 SWIFT DRIVE               | KANSAS CITY      | USD  | 1,999.08     | (736.30)       | 1,262.78     |
| 2169 | USMO058505 | 3100 BROADWAY STE 1300         | KANSAS CITY      | USD  | 14.75        | (14.75)        | -            |
| 2169 | USMO058506 | 324 E. 11TH ST. SUITE 110      | KANSAS CITY      | USD  | 440.74       | (222.34)       | 218.40       |
| 2169 | USMO058507 | 4153 BROADWAY                  | KANSAS CITY      | USD  | 5.53         | (5.53)         | -            |
| 2169 | USMO058508 | 5950 N. OAK TRAFFIC WAY 201    | KANSAS CITY      | USD  | 110.65       | (61.03)        | 49.62        |
| 2169 | USMO058509 | 6110 DERAMUS AVE.              | KANSAS CITY      | USD  | 1389.12      | (160.98)       | 228.14       |
| 2169 | USMO058510 | 612 WEST 47TH STREET           | KANSAS CITY      | USD  | 108.81       | (82.00)        | 26.81        |
| 2169 | USMO058511 | 615 W 39TH STREET              | KANSAS CITY      | USD  | 29.51        | (29.51)        | -            |
| 2169 | USMO058512 | 7235 CENTRAL                   | KANSAS CITY      | USD  | 81.14        | (53.71)        | 27.43        |
| 2169 | USMO058513 | 7920 WARD PARKWAY SUITE 100    | KANSAS CITY      | USD  | 70.08        | (60.72)        | 9.36         |
| 2169 | USMO058514 | *8900 WARD PARKWAY, SUITE 150" | KANSAS CITY      | USD  | 182.57       | (67.14)        | 115.43       |
| 2169 | USMO058601 | *22993 PROFESSIONAL LANE, STE  | LEBANON          | USD  | 374.37       | (195.16)       | 179.21       |
| 2169 | USMO058701 | 2450 ADIE ROAD                 | MARYLAND HEIGHTS | USD  | 46.10        | (38.14)        | 7.96         |
| 2169 | USMO058702 | *13801 RIVERPORT DR, SUITE 200 | MARYLAND HEIGHTS | USD  | 119.87       | (79.34)        | 40.53        |
| 2169 | USMO058801 | 820 ATLANTIC                   | N. KANSAS CITY   | USD  | 9.22         | (7.63)         | 1.59         |
| 2169 | USMO058802 | *320 ARMOR RD, STE 210"        | N. KANSAS CITY   | USD  | 405.72       | (134.27)       | 271.45       |
| 2169 | USMO058901 | 101 S. HANLEY                  | ST LOUIS         | USD  | 79.30        | (52.49)        | 26.81        |
| 2169 | USMO058903 | 1452 WARSON ROAD NORTH         | ST LOUIS         | USD  | 202.86       | (83.93)        | 118.93       |
| 2169 | USMO058904 | 1709 WASHINGTON                | ST LOUIS         | USD  | 3.68         | (3.68)         | -            |
| 2169 | USMO058905 | 2921 S BRENTWOOD               | ST LOUIS         | USD  | 77.46        | (68.54)        | 8.92         |
| 2169 | USMO058906 | 300 BILTMORE DR                | ST LOUIS         | USD  | 5.53         | (5.53)         | -            |
| 2169 | USMO058907 | 4530 WOODSON                   | ST LOUIS         | USD  | 27.66        | (27.66)        | -            |
| 2169 | USMO058908 | 4550 GUSTIME AVE               | ST LOUIS         | USD  | 12.91        | (10.41)        | 2.50         |
| 2169 | USMO058909 | 4700 LE BOURGET DR.            | ST LOUIS         | USD  | 77.46        | (51.27)        | 26.19        |
| 2169 | USMO058910 | 5105 BROWN AVENUE              | ST LOUIS         | USD  | 212.08       | (77.98)        | 134.10       |
| 2169 | USMO058911 | 511 WITHERS AVENUE             | ST LOUIS         | USD  | 696,838.13   | (180,893.29)   | 515,944.84   |
| 2169 | USMO058911 | 511 WITHERS AVENUE             | ST LOUIS         | USD  | 19,733.66    | (5,167.05)     | 14,566.61    |
| 2169 | USMO058911 | 511 WITHERS AVENUE             | ST LOUIS         | USD  | 9,121.28     | (3,414.90)     | 5,706.38     |
| 2169 | USMO058911 | 511 WITHERS AVENUE             | ST LOUIS         | USD  | 22,539.69    | (3,637.68)     | 18,902.01    |
| 2169 | USMO058911 | 511 WITHERS AVENUE             | ST LOUIS         | USD  | 216.15       | (142.37)       | 73.78        |
| 2169 | USMO058911 | 511 WITHERS AVENUE             | ST LOUIS         | USD  | 4,582.32     | (1,759.00)     | 2,823.32     |
| 2169 | USMO058911 | 511 WITHERS AVENUE             | ST LOUIS         | USD  | 12.91        | (4.75)         | 8.16         |
| 2169 | USMO058911 | 511 WITHERS AVENUE             | ST LOUIS         | USD  | 21,103.75    | (5,781.85)     | 15,321.90    |
| 2169 | USMO058911 | 511 WITHERS AVENUE             | ST LOUIS         | USD  | 4,186.27     | (989.63)       | 3,196.64     |
| 2169 | USMO058911 | 511 WITHERS AVENUE             | ST LOUIS         | USD  | 1,238,956.89 | (497,377.59)   | 741,579.30   |
| 2169 | USMO058911 | 511 WITHERS AVENUE             | ST LOUIS         | USD  | -            | -              | -            |
| 2169 | USMO058911 | 511 WITHERS AVENUE             | ST LOUIS         | USD  | -            | -              | -            |
| 2169 | USMO058912 | 6501 HALL                      | ST LOUIS         | USD  | 1.84         | (1.84)         | -            |
| 2169 | USMO058913 | 717 OFFICE PARKWAY             | ST LOUIS         | USD  | 2,308.92     | (804.77)       | 1,504.15     |
| 2169 | USMO058914 | 900 WALNUT                     | ST LOUIS         | USD  | -            | -              | -            |
| 2169 | USMO058914 | 900 WALNUT                     | ST LOUIS         | USD  | -            | -              | -            |
| 2169 | USMO058914 | 900 WALNUT                     | ST LOUIS         | USD  | -            | -              | -            |
| 2169 | USMO058915 | ONE MERCHANTILE CTR SUITE 2310 | ST LOUIS         | USD  | 523.74       | (362.89)       | 160.85       |
| 2169 | USMO058915 | ONE MERCHANTILE CTR SUITE 2310 | ST LOUIS         | USD  | 617.82       | (549.86)       | 67.96        |
| 2169 | USMO058915 | ONE MERCHANTILE CTR SUITE 2310 | ST LOUIS         | USD  | 206.53       | (206.53)       | -            |
| 2169 | USMO058915 | ONE MERCHANTILE CTR SUITE 2310 | ST LOUIS         | USD  | -            | -              | -            |
| 2169 | USMO058917 | STL-MB LEVEL 3-FIBER/CONDUIT   | ST LOUIS         | USD  | 5,027.44     | (419.83)       | 4,607.61     |
| 2169 | USMO058917 | STL-MB LEVEL 3-FIBER/CONDUIT   | ST LOUIS         | USD  | 8,649.16     | (2,201.93)     | 6,447.23     |
| 2169 | USMO059001 | 1 MID RIVERS MALL DR           | ST. PETERS       | USD  | 223.14       | (147.70)       | 75.44        |
| 2169 | USMS059301 | 310 ABBY CT                    | BILOXI           | USD  | 12.91        | (8.54)         | 4.37         |
| 2169 | USMS059401 | 1290 W GOVERNMENT              | BRANDON          | USD  | 12.91        | (8.54)         | 4.37         |
| 2169 | USMS059501 | 15235 O'NEAL ROAD              | GULFPORT         | USD  | 18.44        | (12.21)        | 6.23         |
| 2169 | USMS059701 | 7101 N TULANE RD               | HORN LAKE        | USD  | 12.91        | (8.54)         | 4.37         |
| 2169 | USMS059801 | 700 SOUTHWEST STREET           | JACKSON          | USD  | 1,737.20     | (379.98)       | 1,357.22     |
| 2169 | USMS059801 | 700 SOUTHWEST STREET           | JACKSON          | USD  | 55,373.05    | (12,111.61)    | 43,261.44    |
| 2169 | USMS059802 | 751 GLENCROSS RD               | JACKSON          | USD  | 12.91        | (8.54)         | 4.37         |
| 2169 | USMS059803 | 100 BYRAM DR                   | JACKSON          | USD  | 12.91        | (8.54)         | 4.37         |
| 2169 | USMS059804 | 10000-JACKSON-WILLIAMS         | JACKSON          | USD  | 11.04        | (4.02)         | 7.02         |
| 2169 | USMS059805 | 111 E. CAPITOL STREET          | JACKSON          | USD  | -            | -              | -            |
| 2169 | USMS059806 | *1307 AIRPORT ROAD N, SUITE 2C | JACKSON          | USD  | 217.61       | (80.02)        | 137.59       |
| 2169 | USMS060101 | 715 RICE RD                    | RIDGELAND        | USD  | 12.91        | (8.54)         | 4.37         |
| 2169 | USMS060301 | 11 KELLY CREEK ROAD            | SEINARY          | USD  | 7,686.51     | (3,179.92)     | 4,506.59     |
| 2169 | USMS060501 | 7230 HIGHWAY 61 N              | WALLS            | USD  | 12.91        | (8.54)         | 4.37         |
| 2169 | USMT060601 | 550 S 24TH ST WEST             | BILLINGS         | USD  | 7,789.78     | -              | 5,777.78     |

TRADEMARK

REEL: 003737 FRAME: 0124



| CoCd | Location   | Street Address                 | City            | Crvc | Current APC  | Accumul. dep.  | Curr.bk.val. |
|------|------------|--------------------------------|-----------------|------|--------------|----------------|--------------|
| 2169 | USMT060601 | 550 S 24TH ST WEST             | BILLINGS        | USD  | 36,508.00    | (6,372.75)     | 30,135.25    |
| 2169 | USMT060601 | 550 S 24TH ST WEST             | BILLINGS        | USD  | 8,161.30     | (4,215.87)     | 3,945.43     |
| 2169 | USMT060601 | 550 S 24TH ST WEST             | BILLINGS        | USD  | 34,631.71    | (33,684.75)    | 946.96       |
| 2169 | USMT060601 | 550 S 24TH ST WEST             | BILLINGS        | USD  | 14,109.75    | (9,113.84)     | 4,995.91     |
| 2169 | USMT060601 | 550 S 24TH ST WEST             | BILLINGS        | USD  | 8,190.00     | (40.39)        | 8,149.61     |
| 2169 | USMT060601 | 550 S 24TH ST WEST             | BILLINGS        | USD  | 8,392.83     | (7,053.37)     | 1,339.46     |
| 2169 | USMT060601 | 550 S 24TH ST WEST             | BILLINGS        | USD  | 92,594.91    | (42,259.21)    | 50,335.70    |
| 2169 | USMT060601 | 550 S 24TH ST WEST             | BILLINGS        | USD  | 2,495,433.34 | (1,287,817.49) | 1,207,615.85 |
| 2169 | USMT060601 | 550 S 24TH ST WEST             | BILLINGS        | USD  | -            | -              | -            |
| 2169 | USMT060601 | 550 S 24TH ST WEST             | BILLINGS        | USD  | -            | -              | -            |
| 2169 | USMT060601 | 550 S 24TH ST WEST             | BILLINGS        | USD  | -            | -              | -            |
| 2169 | USMT060601 | 550 S 24TH ST WEST             | BILLINGS        | USD  | -            | -              | -            |
| 2169 | USMT060602 | 222 N 32ND STREET SUITE 902    | BILLINGS        | USD  | 4,352.24     | (1,200.35)     | 3,151.89     |
| 2169 | USMT060602 | 222 N 32ND STREET SUITE 902    | BILLINGS        | USD  | 149.38       | (82.40)        | 66.98        |
| 2169 | USMT060602 | 222 N 32ND STREET SUITE 902    | BILLINGS        | USD  | 64.54        | (57.53)        | 7.01         |
| 2169 | USMT060602 | 222 N 32ND STREET SUITE 902    | BILLINGS        | USD  | 5,813,657.35 | (1,460,844.99) | 4,352,812.36 |
| 2169 | USMT060602 | 222 N 32ND STREET SUITE 902    | BILLINGS        | USD  | 26,564.68    | (9,633.15)     | 16,931.53    |
| 2169 | USMT060602 | 222 N 32ND STREET SUITE 902    | BILLINGS        | USD  | 793,784.37   | (18,031.39)    | 775,752.98   |
| 2169 | USMT060602 | 222 N 32ND STREET SUITE 902    | BILLINGS        | USD  | -            | -              | -            |
| 2169 | USMT060603 | 900 FIRST AVENUE NORTH         | BILLINGS        | USD  | 326.42       | (216.98)       | 109.44       |
| 2169 | USMT060701 | 66 WEST PARK SUITE 302         | BUTTE           | USD  | 44.26        | (36.62)        | 7.64         |
| 2169 | USMT060801 | "2210 N COOK, SUITE 2"         | HELENA          | USD  | 47.95        | (39.68)        | 8.27         |
| 2169 | USNC061101 | "55 JEWELERS PARK DR. CARY"    | CARY            | USD  | 27,588.49    | (12,176.41)    | 15,412.08    |
| 2169 | USNC061203 | 4822 ALBEMARLA ROAD            | CHARLOTTE       | USD  | 84.83        | (70.18)        | 14.65        |
| 2169 | USNC061204 | 709 W. 4TH STREET              | CHARLOTTE       | USD  | 8,247.14     | (3,636.15)     | 4,610.99     |
| 2169 | USNC061204 | 709 W. 4TH STREET              | CHARLOTTE       | USD  | -            | -              | -            |
| 2169 | USNC061204 | 709 W. 4TH STREET              | CHARLOTTE       | USD  | -            | -              | -            |
| 2169 | USNC061205 | 7517 ORR ROAD                  | CHARLOTTE       | USD  | 130.94       | (61.91)        | 69.03        |
| 2169 | USNC061206 | "701 EAST TRADE STREET, SUITE  | CHARLOTTE       | USD  | 145,661.89   | (39,796.67)    | 105,865.22   |
| 2169 | USNC061206 | "701 EAST TRADE STREET, SUITE  | CHARLOTTE       | USD  | 8,748.59     | (1,723.36)     | 7,025.23     |
| 2169 | USNC061206 | "701 EAST TRADE STREET, SUITE  | CHARLOTTE       | USD  | 15,253.10    | (10,954.71)    | 4,298.39     |
| 2169 | USNC061206 | "701 EAST TRADE STREET, SUITE  | CHARLOTTE       | USD  | 97.74        | (35.94)        | 61.80        |
| 2169 | USNC061206 | "701 EAST TRADE STREET, SUITE  | CHARLOTTE       | USD  | 394.65       | (326.52)       | 68.13        |
| 2169 | USNC061206 | "701 EAST TRADE STREET, SUITE  | CHARLOTTE       | USD  | 1,527.44     | (491.01)       | 1,036.43     |
| 2169 | USNC061206 | "701 EAST TRADE STREET, SUITE  | CHARLOTTE       | USD  | 4,394.64     | (52.50)        | 4,342.14     |
| 2169 | USNC061206 | "701 EAST TRADE STREET, SUITE  | CHARLOTTE       | USD  | 102,817.10   | (40,134.54)    | 62,682.56    |
| 2169 | USNC061206 | "701 EAST TRADE STREET, SUITE  | CHARLOTTE       | USD  | -            | -              | -            |
| 2169 | USNC061207 | 9405 D. DUCKS LANE STE. A      | CHARLOTTE       | USD  | 359.61       | (132.25)       | 227.36       |
| 2169 | USNC061301 | 6330 CLEMENTINE DRIVE          | CLEMMONS        | USD  | 47.95        | (26.44)        | 21.51        |
| 2169 | USNC061401 | 4000 PIEDMONT SUITE 332        | GREENSBORO      | USD  | 68.23        | (46.92)        | 21.31        |
| 2169 | USNC061401 | 4000 PIEDMONT SUITE 332        | GREENSBORO      | USD  | 247.14       | (247.14)       | -            |
| 2169 | USNC061401 | 4000 PIEDMONT SUITE 332        | GREENSBORO      | USD  | 9.22         | (9.22)         | -            |
| 2169 | USNC061401 | 4000 PIEDMONT SUITE 332        | GREENSBORO      | USD  | -            | -              | -            |
| 2169 | USNC061402 | 7605-A BUSINESS PARKWAY        | GREENSBORO      | USD  | 619.14       | (188.60)       | 430.54       |
| 2169 | USNC061403 | 115 W. FLORIDA STREET          | GREENSBORO      | USD  | 3,608.74     | (180.73)       | 3,428.01     |
| 2169 | USNC061403 | 115 W. FLORIDA STREET          | GREENSBORO      | USD  | 7,443.09     | (3,529.54)     | 3,913.55     |
| 2169 | USNC061404 | "GLOBAL CENTER, GREENSBORO"    | GREENSBORO      | USD  | 311.66       | (68.77)        | 242.89       |
| 2169 | USNC061601 | 827 HERMAN COURT               | HIGH POINT      | USD  | 219.46       | (105.79)       | 113.67       |
| 2169 | USNC061701 | 128 BRANCHWOOD SHOPPING CENTER | JACKSONVILLE    | USD  | 59.01        | (32.55)        | 26.46        |
| 2169 | USNC061702 | 1203 C. HARGETT STREET         | JACKSONVILLE    | USD  | 265.56       | (125.57)       | 139.99       |
| 2169 | USNC061901 | NORTEL - RALEIGH               | RALEIGH         | USD  | 30,050.78    | (14,711.52)    | 15,339.26    |
| 2169 | USNC061901 | NORTEL - RALEIGH               | RALEIGH         | USD  | 127.25       | (105.68)       | 21.57        |
| 2169 | USNC061902 | 115 NORTH HARRINGTON STREET    | RALEIGH         | USD  | 204.70       | (169.37)       | 35.33        |
| 2169 | USNC061902 | 115 NORTH HARRINGTON STREET    | RALEIGH         | USD  | 3,430.15     | (1,261.38)     | 2,168.77     |
| 2169 | USNC061903 | "3100 SMOKETREE CT., SUITE 100 | RALEIGH         | USD  | 223.13       | (73.05)        | 150.08       |
| 2169 | USNC061904 | 6131 FALLS OF NEUSE RD.        | RALEIGH         | USD  | 704.47       | (259.05)       | 445.42       |
| 2169 | USNC062101 | "500 SHEPARD, SUITE 210"       | WINSTON SALEM   | USD  | 29.51        | (29.51)        | -            |
| 2169 | USND062201 | 203 4TH STREET                 | DEVILS LAKE     | USD  | 132.78       | (109.85)       | 22.93        |
| 2169 | USND062301 | 1400 14TH ST                   | NORTH OAKS      | USD  | 42.42        | (28.07)        | 14.35        |
| 2169 | USNE062401 | "231 SOUTH 9TH, STE. 100"      | BLAIR           | USD  | 435.22       | (205.77)       | 229.45       |
| 2169 | USNE062501 | 302 E 2ND ST                   | CHADRON         | USD  | 68.23        | (45.16)        | 23.07        |
| 2169 | USNE062701 | 10330 REGENCY PARKWAY SUI 202  | OMAHA           | USD  | -            | -              | -            |
| 2169 | USNE062701 | 10330 REGENCY PARKWAY SUI 202  | OMAHA           | USD  | -            | -              | -            |
| 2169 | USNE062701 | 10330 REGENCY PARKWAY SUI 202  | OMAHA           | USD  | -            | -              | -            |
| 2169 | USNE062702 | "OMAHA, NE"                    | OMAHA           | USD  | 134.62       | (118.39)       | 16.23        |
| 2169 | USNE062702 | "OMAHA, NE"                    | OMAHA           | USD  | 7,441.17     | (694.71)       | 6,746.46     |
| 2169 | USNE062702 | "OMAHA, NE"                    | OMAHA           | USD  | -            | -              | -            |
| 2169 | USNE062703 | 10004 SOUTH 15 2ND STREET      | OMAHA           | USD  | 355.93       | (130.89)       | 225.04       |
| 2169 | USNE062801 | 405 W. DOUGLAS                 | O'NEILL         | USD  | 204.70       | (112.91)       | 91.79        |
| 2169 | USNE063101 | 202 NORTH MAIN STREET          | VALENTINE       | USD  | 282.16       | (186.76)       | 95.40        |
| 2169 | USNH063201 | 116 S RIVER ROAD BLDG C        | BEDFORD         | USD  | 2,215.55     | (461.32)       | 1,754.23     |
| 2169 | USNH063201 | 116 S RIVER ROAD BLDG C        | BEDFORD         | USD  | 5.53         | (5.53)         | -            |
| 2169 | USNH063301 | 1 RFD STEELHILL RD             | LACONIA         | USD  | 1.84         | (1.84)         | -            |
| 2169 | USNH063501 | "835 HANOVER, ROOM 104"        | MANCHESTER      | USD  | 36.88        | (36.88)        | -            |
| 2169 | USNH063602 | "9 CONGRESS STREET, 1ST FLOOR" | NASHUA          | USD  | 171.51       | (85.30)        | 86.21        |
| 2169 | USNH063701 | 65 LAFAYETTE ROAD              | NORTH HAMPTON   | USD  | 461.05       | (306.40)       | 154.65       |
| 2169 | USNH063801 | 270 WEST ROAD                  | PORTSMOUTH      | USD  | 12.91        | (12.91)        | -            |
| 2169 | USNH063901 | "1 STILES ROAD, SUITE 305"     | SALEM           | USD  | 1.84         | (1.84)         | -            |
| 2169 | USNH063902 | CTECH                          | SALEM           | USD  | 129.09       | (129.09)       | -            |
| 2169 | USNH063903 | 4 NORTHWESTERN BLVD            | SALEM           | USD  | 3.69         | (3.05)         | 0.64         |
| 2169 | USNH063904 | 87 STILES ROAD                 | SALEM           | USD  | 82.99        | (54.94)        | 28.05        |
| 2169 | USNJ064001 | "575 N MAIN STREET, SUITE #3"  | BARNGAT         | USD  | 29.51        | (29.51)        | -            |
| 2169 | USNJ064101 | "74 BRICK BLVD., STE. 112"     | BRICKTOWN       | USD  | 44.26        | (24.42)        | 19.84        |
| 2169 | USNJ064201 | ONE CHERRY HILL SUITE 700      | CHERRY HILL     | USD  | 501.62       | (346.68)       | 154.94       |
| 2169 | USNJ064301 | "60 WALNUT AVE, ROOM 100"      | CLARK           | USD  | 29.51        | (29.51)        | -            |
| 2169 | USNJ064401 | 300 KNICKERBOCKER ROAD         | CRESSKILL       | USD  | 27.66        | (27.66)        | -            |
| 2169 | USNJ064501 | 50 HOBOKEN ROAD                | EAST RUTHERFORD | USD  | 57.17        | (57.17)        | -            |
| 2169 | USNJ064601 | 201 MEADOW ROAD FLR 2          | EDISON          | USD  | 5.53         | (5.53)         | -            |
| 2169 | USNJ064602 | RARITAN PLAZA II               | EDISON          | USD  | 182.57       | (67.14)        | 115.43       |
| 2169 | USNJ064701 | "999 WEST MAIN STREET, 2ND FLR | FREEHOLD        | USD  | -            | -              | -            |
| 2169 | USNJ064801 | 200 PARK PLACE                 | FLORHAM PARK    | USD  | 4,689.62     | (1,270.87)     | 3,418.75     |
| 2169 | USNJ064801 | 200 PARK PLACE                 | FLORHAM PARK    | USD  | 12,614.13    | (2,981.97)     | 9,632.16     |
| 2169 | USNJ064801 | 200 PARK PLACE                 | FLORHAM PARK    | USD  | 98,618.92    | (10,701.78)    | 87,917.14    |
| 2169 | USNJ064801 | 200 PARK PLACE                 | FLORHAM PARK    | USD  | 2,572.65     | (797.68)       | 1,865.27     |

TRADEMARK

REEL: 003737 FRAME: 0125

| CoCd | Location   | Street Address                 | City          | Crcy | Current APC  | Accumul. dep.  | Curr.bk.val. |
|------|------------|--------------------------------|---------------|------|--------------|----------------|--------------|
| 2169 | USNJ064801 | 200 PARK PLACE                 | FLORHAM PARK  | USD  | 10,408.35    | (4,884.70)     | 5,523.65     |
| 2169 | USNJ064801 | 200 PARK PLACE                 | FLORHAM PARK  | USD  | 1,564,838.54 | (421,218.12)   | 1,143,620.42 |
| 2169 | USNJ064801 | 200 PARK PLACE                 | FLORHAM PARK  | USD  | 56,711.99    | (12,862.33)    | 43,849.66    |
| 2169 | USNJ064801 | 200 PARK PLACE                 | FLORHAM PARK  | USD  | 191,690.32   | (76,162.40)    | 115,527.92   |
| 2169 | USNJ064801 | 200 PARK PLACE                 | FLORHAM PARK  | USD  | 20,757.39    | (4,252.82)     | 16,504.57    |
| 2169 | USNJ064801 | 200 PARK PLACE                 | FLORHAM PARK  | USD  | 8,806.92     | (91.69)        | 8,715.23     |
| 2169 | USNJ064801 | 200 PARK PLACE                 | FLORHAM PARK  | USD  | -            | -              | -            |
| 2169 | USNJ064801 | 200 PARK PLACE                 | FLORHAM PARK  | USD  | -            | -              | -            |
| 2169 | USNJ064801 | 200 PARK PLACE                 | FLORHAM PARK  | USD  | -            | -              | -            |
| 2169 | USNJ064801 | 200 PARK PLACE                 | FLORHAM PARK  | USD  | -            | -              | -            |
| 2169 | USNJ064801 | 200 PARK PLACE                 | FLORHAM PARK  | USD  | 170,000.00   | -              | 170,000.00   |
| 2169 | USNJ064801 | 200 PARK PLACE                 | FLORHAM PARK  | USD  | 30,000.00    | -              | 30,000.00    |
| 2169 | USNJ064901 | 1 CENTENNIAL SQUARE            | HADDONFIELD   | USD  | 42.42        | (35.10)        | 7.32         |
| 2169 | USNJ065001 | 521 LAFAYETTE AVENUE           | HAWTHORNE     | USD  | 46.11        | (46.11)        | -            |
| 2169 | USNJ065101 | 50 HARRISON STREET             | HOBOKEN       | USD  | 9.22         | (7.63)         | 1.59         |
| 2169 | USNJ065201 | CTI-IT NETWORK ENG, JERSEY CIT | JERSEY CITY   | USD  | 3,133.24     | (2,694.28)     | 438.96       |
| 2169 | USNJ065201 | CTI-IT NETWORK ENG, JERSEY CIT | JERSEY CITY   | USD  | 17,329.69    | (8,299.01)     | 9,030.68     |
| 2169 | USNJ065201 | CTI-IT NETWORK ENG, JERSEY CIT | JERSEY CITY   | USD  | 2,849.23     | (1,743.32)     | 1,105.91     |
| 2169 | USNJ065201 | CTI-IT NETWORK ENG, JERSEY CIT | JERSEY CITY   | USD  | 1,836.80     | (872.44)       | 964.36       |
| 2169 | USNJ065202 | *CTI-OPERATIONS POOL, JERSEY C | JERSEY CITY   | USD  | 7,389.61     | (4,324.68)     | 3,064.93     |
| 2169 | USNJ065202 | *CTI-OPERATIONS POOL, JERSEY C | JERSEY CITY   | USD  | 4,505.31     | (2,793.71)     | 1,711.60     |
| 2169 | USNJ065202 | *CTI-OPERATIONS POOL, JERSEY C | JERSEY CITY   | USD  | 83,017.29    | (46,129.87)    | 36,887.42    |
| 2169 | USNJ065202 | *CTI-OPERATIONS POOL, JERSEY C | JERSEY CITY   | USD  | -            | -              | -            |
| 2169 | USNJ065203 | *CTI-OPERATIONS GLOBAL, JERSEY | JERSEY CITY   | USD  | 145.69       | (145.69)       | -            |
| 2169 | USNJ065203 | *CTI-OPERATIONS GLOBAL, JERSEY | JERSEY CITY   | USD  | 1,281.69     | (708.28)       | 573.41       |
| 2169 | USNJ065204 | *CTI-OPERATIONS EVENT, JERSEY  | JERSEY CITY   | USD  | 925.77       | (515.99)       | 409.78       |
| 2169 | USNJ065204 | *CTI-OPERATIONS EVENT, JERSEY  | JERSEY CITY   | USD  | 7,000.42     | (3,868.60)     | 3,131.82     |
| 2169 | USNJ065205 | CTI-OPERATIONS FINANCIAL       | JERSEY CITY   | USD  | 145.69       | (80.51)        | 65.18        |
| 2169 | USNJ065206 | *CTI-OPERATIONS WHOLESAL, JER  | JERSEY CITY   | USD  | 21,348.14    | (15,180.02)    | 6,168.12     |
| 2169 | USNJ065207 | 101 HUDSON STREET              | JERSEY CITY   | USD  | 1,375.76     | (505.92)       | 869.84       |
| 2169 | USNJ065208 | 111 PAPONIA AVENUE             | JERSEY CITY   | USD  | 1,451.36     | (343.10)       | 1,108.26     |
| 2169 | USNJ065208 | 111 PAPONIA AVENUE             | JERSEY CITY   | USD  | 65,802.84    | (24,566.91)    | 41,235.93    |
| 2169 | USNJ065209 | *525 WASHINGTON ST., 18TH FLOO | JERSEY CITY   | USD  | 2,260.95     | (803.81)       | 1,457.14     |
| 2169 | USNJ065210 | *95 GREEN ST., 5TH FLOOR"      | JERSEY CITY   | USD  | 820.66       | (301.78)       | 518.88       |
| 2169 | USNJ065211 | *HARBORSIDE FINAN.CTR,PL STE70 | JERSEY CITY   | USD  | 276.63       | (101.74)       | 174.89       |
| 2169 | USNJ065301 | 1255 RT 70                     | LAKEWOOD      | USD  | 53.48        | (44.25)        | 9.23         |
| 2169 | USNJ065401 | 7 GIRALDA FARMS                | MADISON       | USD  | -            | -              | -            |
| 2169 | USNJ065401 | 7 GIRALDA FARMS                | MADISON       | USD  | -            | -              | -            |
| 2169 | USNJ065401 | 7 GIRALDA FARMS                | MADISON       | USD  | -            | -              | -            |
| 2169 | USNJ065401 | 7 GIRALDA FARMS                | MADISON       | USD  | -            | -              | -            |
| 2169 | USNJ065501 | 575 CORPORATE DRIVE            | MAHWAHUKEN    | USD  | 77.46        | (51.27)        | 26.19        |
| 2169 | USNJ065601 | 5 EVES DRIVE                   | MARLTON       | USD  | 20.29        | (20.29)        | -            |
| 2169 | USNJ065701 | 703 W MAPLE AVE                | MERCHANTVILLE | USD  | 29.51        | (29.51)        | -            |
| 2169 | USNJ065901 | 1085 RAYMOND BLVD.             | NEWARK        | USD  | 14,652.06    | (2,882.23)     | 11,769.83    |
| 2169 | USNJ065901 | 1085 RAYMOND BLVD.             | NEWARK        | USD  | 823,017.60   | (222,747.44)   | 600,270.16   |
| 2169 | USNJ065901 | 1085 RAYMOND BLVD.             | NEWARK        | USD  | 93,733.60    | (31,378.41)    | 62,355.19    |
| 2169 | USNJ065901 | 1085 RAYMOND BLVD.             | NEWARK        | USD  | 116.18       | (42.73)        | 73.45        |
| 2169 | USNJ065901 | 1085 RAYMOND BLVD.             | NEWARK        | USD  | 58,220.48    | (42,397.84)    | 15,822.64    |
| 2169 | USNJ065901 | 1085 RAYMOND BLVD.             | NEWARK        | USD  | 18,626.17    | (7,742.48)     | 10,883.69    |
| 2169 | USNJ065901 | 1085 RAYMOND BLVD.             | NEWARK        | USD  | 220,790.33   | (56,465.33)    | 164,325.00   |
| 2169 | USNJ065901 | 1085 RAYMOND BLVD.             | NEWARK        | USD  | 16,678.69    | (12,840.39)    | 3,838.30     |
| 2169 | USNJ065901 | 1085 RAYMOND BLVD.             | NEWARK        | USD  | 7,362.86     | (2,522.67)     | 4,840.19     |
| 2169 | USNJ065901 | 1085 RAYMOND BLVD.             | NEWARK        | USD  | 64,289.40    | (8,318.81)     | 55,970.59    |
| 2169 | USNJ065901 | 1085 RAYMOND BLVD.             | NEWARK        | USD  | 835.41       | (394.98)       | 440.43       |
| 2169 | USNJ065901 | 1085 RAYMOND BLVD.             | NEWARK        | USD  | 23,321.59    | (7,532.55)     | 15,789.04    |
| 2169 | USNJ065901 | 1085 RAYMOND BLVD.             | NEWARK        | USD  | 6,951,686.73 | (2,365,451.89) | 4,586,234.84 |
| 2169 | USNJ065901 | 1085 RAYMOND BLVD.             | NEWARK        | USD  | -            | -              | -            |
| 2169 | USNJ065901 | 1085 RAYMOND BLVD.             | NEWARK        | USD  | -            | -              | -            |
| 2169 | USNJ065901 | 1085 RAYMOND BLVD.             | NEWARK        | USD  | 550,879.96   | -              | 550,879.96   |
| 2169 | USNJ065901 | 1085 RAYMOND BLVD.             | NEWARK        | USD  | 11.06        | (11.06)        | -            |
| 2169 | USNJ065903 | 165 HALSEY STREET              | NEWARK        | USD  | 29,704.08    | (7,022.00)     | 22,682.08    |
| 2169 | USNJ065903 | 165 HALSEY STREET              | NEWARK        | USD  | 16.56        | (6.04)         | 10.52        |
| 2169 | USNJ065903 | 165 HALSEY STREET              | NEWARK        | USD  | 133,965.44   | (29,573.36)    | 104,392.08   |
| 2169 | USNJ065903 | 165 HALSEY STREET              | NEWARK        | USD  | 3,416.91     | (358.60)       | 3,058.31     |
| 2169 | USNJ065903 | 165 HALSEY STREET              | NEWARK        | USD  | 665,025.98   | (193,598.77)   | 471,427.21   |
| 2169 | USNJ065903 | 165 HALSEY STREET              | NEWARK        | USD  | -            | -              | -            |
| 2169 | USNJ065903 | 165 HALSEY STREET              | NEWARK        | USD  | -            | -              | -            |
| 2169 | USNJ065904 | 744 BROAD STREET               | NEWARK        | USD  | 4,084.84     | (965.68)       | 3,119.16     |
| 2169 | USNJ065904 | 744 BROAD STREET               | NEWARK        | USD  | -            | -              | -            |
| 2169 | USNJ065904 | 744 BROAD STREET               | NEWARK        | USD  | 46.10        | (46.10)        | -            |
| 2169 | USNJ065904 | 744 BROAD STREET               | NEWARK        | USD  | 5,554.63     | (2,766.71)     | 2,787.92     |
| 2169 | USNJ065905 | 95 WILLIAMS STREET             | NEWARK        | USD  | 15,273.43    | (3,681.44)     | 11,591.99    |
| 2169 | USNJ065905 | 95 WILLIAMS STREET             | NEWARK        | USD  | 455.51       | (107.69)       | 347.82       |
| 2169 | USNJ065905 | 95 WILLIAMS STREET             | NEWARK        | USD  | 13,150.80    | (5,092.82)     | 8,057.98     |
| 2169 | USNJ065906 | CTI-IT                         | NEWARK        | USD  | 9,678.50     | (1,691.47)     | 7,987.03     |
| 2169 | USNJ065906 | CTI-IT                         | NEWARK        | USD  | 3.69         | (1.33)         | 2.36         |
| 2169 | USNJ065906 | CTI-IT                         | NEWARK        | USD  | 326.42       | (307.98)       | 18.44        |
| 2169 | USNJ065906 | CTI-IT                         | NEWARK        | USD  | 9,158.05     | (3,171.65)     | 5,986.40     |
| 2169 | USNJ065907 | CTI-NETWORK SERVICES, NEWARK   | NEWARK        | USD  | 440.76       | (104.24)       | 336.52       |
| 2169 | USNJ065907 | CTI-NETWORK SERVICES, NEWARK   | NEWARK        | USD  | 261.88       | (217.48)       | 44.40        |
| 2169 | USNJ065907 | CTI-NETWORK SERVICES, NEWARK   | NEWARK        | USD  | 156,286.18   | (67,229.28)    | 89,056.90    |
| 2169 | USNJ065907 | CTI-NETWORK SERVICES, NEWARK   | NEWARK        | USD  | 752.42       | (752.42)       | -            |
| 2169 | USNJ065907 | CTI-NETWORK SERVICES, NEWARK   | NEWARK        | USD  | 118,617.11   | (98,295.69)    | 20,321.42    |
| 2169 | USNJ065908 | NEW-MB LEVEL 3-FIBER/CONDUIT   | NEWARK        | USD  | 433,244.75   | (110,159.30)   | 323,085.45   |
| 2169 | USNJ066001 | 11 BAUER DR.                   | OAKLAND       | USD  | 64.55        | (53.41)        | 11.14        |
| 2169 | USNJ066101 | 720 HILTON ROAD                | PENNSAUKEN    | USD  | 212.08       | (170.89)       | 41.19        |
| 2169 | USNJ066102 | 5525 S US HIGHWAY 130          | PENNSAUKEN    | USD  | 1.84         | (1.52)         | 0.32         |
| 2169 | USNJ066103 | 770 HILTON RD                  | PENNSAUKEN    | USD  | 27.66        | (18.30)        | 9.36         |
| 2169 | USNJ066201 | 220 OLD NEW BRUNSWICK RD       | PISCATAWAY    | USD  | 14.75        | (14.75)        | -            |
| 2169 | USNJ066202 | 20 CORPORATE PLACE             | PISCATAWAY    | USD  | 1,379.44     | (813.28)       | 566.16       |
| 2169 | USNJ066301 | 275 NORTH FRANKLIN PLACE ST220 | RAMSEY        | USD  | 57.17        | (37.84)        | 19.33        |
| 2169 | USNJ066401 | 111 CANFIELD AVENUE            | RANDOLPH      | USD  | 51.64        | (42.72)        | 8.92         |
| 2169 | USNJ066501 | 313 BROAD AVENUE               | RIDGEFIELD    | USD  | 12.91        | (12.91)        | -            |
| 2169 | USNJ066601 | US 46                          | SADDLEBROOK   | USD  | 29.51        | (29.51)        | -            |
| 2169 | USNJ066701 | 100 PLAZA DRIVE                | SECAUCUS      | USD  | -            | -              | -            |
| 2169 | USNJ066701 | 100 PLAZA DRIVE                | SECAUCUS      | USD  | -            | -              | -            |
| 2169 | USNJ066701 | 100 PLAZA DRIVE                | SECAUCUS      | USD  | -            | -              | -            |

TRADEMARK

REEL: 003737 FRAME: 0126

| CoCd | Location   | Street Address                 | City             | Crev | Current APC | Accumul. dep. | Curr.bk.val. |
|------|------------|--------------------------------|------------------|------|-------------|---------------|--------------|
| 2169 | USNJ066701 | 100 PLAZA DRIVE                | SECAUCUS         | USD  | -           | -             | -            |
| 2169 | USNJ066702 | 101 VENTURE WAY                | SECAUCUS         | USD  | 29.51       | (29.51)       | -            |
| 2169 | USNJ066901 | 546 VALLEY ROAD                | UPPER MONCLAIR   | USD  | 60.86       | (40.28)       | 20.58        |
| 2169 | USNJ067001 | 163 WASHINGTON VALLEY RD RM103 | WARREN           | USD  | 7.36        | (7.36)        | -            |
| 2169 | USNJ067101 | 1612 UNION VALLEY ROAD         | WEST MILFORD     | USD  | 29.51       | (29.51)       | -            |
| 2169 | USNJ067201 | 1167 MCBRIDE AVE               | WEST PATTERSON   | USD  | 49.79       | (41.20)       | 8.59         |
| 2169 | USNJ067301 | 110 SOUTH JEFFERSON ROAD       | WHIPPANY         | USD  | 562.47      | (310.26)      | 252.21       |
| 2169 | USNJ067401 | 15 EAST CENTRE STREET          | WOODBURY         | USD  | 307.98      | (145.62)      | 162.36       |
| 2169 | USNM067501 | 3451 CANDELARIA NE             | ALBUQUERQUE      | USD  | 64.55       | (42.72)       | 21.83        |
| 2169 | USNM067503 | 104 GOLD AVENUE                | ALBUQUERQUE      | USD  | 7,229.79    | (541.14)      | 6,688.65     |
| 2169 | USNM067503 | 104 GOLD AVENUE                | ALBUQUERQUE      | USD  | -           | -             | -            |
| 2169 | USNV069002 | 230 S. LAS VEGAS BLVD, STE 200 | LAS VEGAS        | USD  | 3,740.91    | (808.74)      | 2,932.17     |
| 2169 | USNV069002 | 230 S. LAS VEGAS BLVD, STE 200 | LAS VEGAS        | USD  | 2,707.24    | (1,313.98)    | 1,393.26     |
| 2169 | USNV069004 | 2725 EAST DESERT INN ROAD      | LAS VEGAS        | USD  | 94.05       | (34.59)       | 59.46        |
| 2169 | USNV069005 | 3787 EAST DESERT INN ROAD      | LAS VEGAS        | USD  | 213.92      | (117.99)      | 95.93        |
| 2169 | USNV069006 | 4625 WEST NEVSO DR             | LAS VEGAS        | USD  | 44.26       | (36.62)       | 7.64         |
| 2169 | USNV069007 | 6600 BERMUDA RD                | LAS VEGAS        | USD  | 307.97      | (203.85)      | 104.12       |
| 2169 | USNV069008 | "900 E KAREN, SUITE D-212"     | LAS VEGAS        | USD  | 130.93      | (108.32)      | 22.61        |
| 2169 | USNV069201 | MOTE-EXIT 220 OFF I-80         | MOTE             | USD  | 7,704.95    | (3,187.54)    | 4,517.41     |
| 2169 | USNV069401 | RENO                           | RENO             | USD  | 95.90       | (79.36)       | 16.54        |
| 2169 | USNV069401 | RENO                           | RENO             | USD  | 92.21       | (21.81)       | 70.40        |
| 2169 | USNV069402 | 200 S VIRGINIA ST. STE. 603    | RENO             | USD  | 3,588.76    | (848.41)      | 2,740.35     |
| 2169 | USNV069403 | 6990 RESOURCE DRIVE            | RENO             | USD  | 392.81      | (144.45)      | 248.36       |
| 2169 | USNV069701 | 625 GREG STREET                | STAPLES          | USD  | 46.10       | (21.79)       | 24.31        |
| 2169 | USNY069801 | 11 NORTH PEARL STREET          | ALBANY           | USD  | 410,892.80  | (110,892.56)  | 299,544.24   |
| 2169 | USNY069801 | 11 NORTH PEARL STREET          | ALBANY           | USD  | 10,668.83   | (3,185.62)    | 7,483.21     |
| 2169 | USNY069801 | 11 NORTH PEARL STREET          | ALBANY           | USD  | 164.13      | (60.37)       | 103.76       |
| 2169 | USNY069801 | 11 NORTH PEARL STREET          | ALBANY           | USD  | 53,932.80   | (35,120.27)   | 18,812.53    |
| 2169 | USNY069801 | 11 NORTH PEARL STREET          | ALBANY           | USD  | 90.36       | (33.23)       | 57.13        |
| 2169 | USNY069801 | 11 NORTH PEARL STREET          | ALBANY           | USD  | 11,301.27   | (1,513.74)    | 9,787.53     |
| 2169 | USNY069801 | 11 NORTH PEARL STREET          | ALBANY           | USD  | 12,445.34   | (5,189.54)    | 7,255.80     |
| 2169 | USNY069801 | 11 NORTH PEARL STREET          | ALBANY           | USD  | 793.56      | (286.26)      | 507.30       |
| 2169 | USNY069801 | 11 NORTH PEARL STREET          | ALBANY           | USD  | 1,396.04    | (657.34)      | 738.70       |
| 2169 | USNY069801 | 11 NORTH PEARL STREET          | ALBANY           | USD  | 24,455.97   | (6,700.27)    | 17,755.70    |
| 2169 | USNY069801 | 11 NORTH PEARL STREET          | ALBANY           | USD  | 119,454.02  | (36,499.70)   | 82,954.32    |
| 2169 | USNY069802 | 1674 WESTERN AVE               | ALBANY           | USD  | 116.18      | (64.08)       | 52.10        |
| 2169 | USNY069803 | 80 STATE STREET                | ALBANY           | USD  | 239.74      | (88.17)       | 151.57       |
| 2169 | USNY069901 | 100 CORPORATE PARKWAY #430     | AMHERST          | USD  | 12.91       | (12.91)       | -            |
| 2169 | USNY069902 | "150 CROSS POINT PRKWY, STE 10 | AMHERST          | USD  | 5,625.23    | (880.76)      | 4,744.47     |
| 2169 | USNY070001 | 4372 ROUTE 22                  | ANENIA           | USD  | 55.33       | (20.36)       | 34.97        |
| 2169 | USNY070301 | 1 MARINE MIDLAND PLAZA 4TH FLR | BINGHAMTON       | USD  | 2,655.61    | (1,255.56)    | 1,400.05     |
| 2169 | USNY070301 | 1 MARINE MIDLAND PLAZA 4TH FLR | BINGHAMTON       | USD  | 3,151.70    | (1,563.76)    | 1,587.94     |
| 2169 | USNY070401 | 600 ALBANY POST ROAD           | BRIARCLIFF MANOR | USD  | 6,074.68    | (1,820.74)    | 4,253.94     |
| 2169 | USNY070401 | 600 ALBANY POST ROAD           | BRIARCLIFF MANOR | USD  | 6,041.51    | (2,212.38)    | 3,829.13     |
| 2169 | USNY070501 | 2761 BATH AVE                  | BROOKLYN         | USD  | 95.90       | (63.48)       | 32.42        |
| 2169 | USNY070502 | 32 COURT ST. 8TH FLOOR         | BROOKLYN         | USD  | 63,091.46   | (26,064.60)   | 37,026.86    |
| 2169 | USNY070503 | 55 WASHINGTON ST.              | BROOKLYN         | USD  | 276.63      | (101.74)      | 174.89       |
| 2169 | USNY070504 | 4 CHASE METROTECH CENTER       | BROOKLYN         | USD  | 553.26      | (203.48)      | 349.78       |
| 2169 | USNY070601 | 2525 WALDEN AVE                | BUFFALO          | USD  | 20.29       | (20.29)       | -            |
| 2169 | USNY070603 | 3673 DELEWARE                  | BUFFALO          | USD  | 14.75       | (14.75)       | -            |
| 2169 | USNY070604 | "424 MAIN STREET, SUITE 301"   | BUFFALO          | USD  | -           | -             | -            |
| 2169 | USNY070604 | "424 MAIN STREET, SUITE 301"   | BUFFALO          | USD  | -           | -             | -            |
| 2169 | USNY070604 | "424 MAIN STREET, SUITE 301"   | BUFFALO          | USD  | 134.53      | (134.53)      | -            |
| 2169 | USNY070604 | "424 MAIN STREET, SUITE 301"   | BUFFALO          | USD  | 20.28       | (20.28)       | -            |
| 2169 | USNY070604 | "424 MAIN STREET, SUITE 301"   | BUFFALO          | USD  | -           | -             | -            |
| 2169 | USNY070604 | "424 MAIN STREET, SUITE 301"   | BUFFALO          | USD  | 3.68        | (3.06)        | 0.62         |
| 2169 | USNY070605 | 528 ELMWOOD AVE                | BUFFALO          | USD  | 62.70       | (41.50)       | 21.20        |
| 2169 | USNY070606 | 60 LAKEFRONT BLVD              | BUFFALO          | USD  | 237.90      | (196.84)      | 41.06        |
| 2169 | USNY070607 | 715 DELAWARE AVENUE            | BUFFALO          | USD  | 224,444.89  | (59,526.54)   | 164,918.35   |
| 2169 | USNY070607 | 715 DELAWARE AVENUE            | BUFFALO          | USD  | 1,403.90    | (125.78)      | 1,278.12     |
| 2169 | USNY070607 | 715 DELAWARE AVENUE            | BUFFALO          | USD  | 5,827.58    | (3,419.96)    | 2,407.62     |
| 2169 | USNY070607 | 715 DELAWARE AVENUE            | BUFFALO          | USD  | 267.40      | (98.33)       | 169.07       |
| 2169 | USNY070607 | 715 DELAWARE AVENUE            | BUFFALO          | USD  | 22,418.92   | (3,728.09)    | 18,690.83    |
| 2169 | USNY070607 | 715 DELAWARE AVENUE            | BUFFALO          | USD  | 12.91       | (4.75)        | 8.16         |
| 2169 | USNY070607 | 715 DELAWARE AVENUE            | BUFFALO          | USD  | 21,256.12   | (5,823.59)    | 15,432.53    |
| 2169 | USNY070607 | 715 DELAWARE AVENUE            | BUFFALO          | USD  | 95,585.28   | (31,148.23)   | 64,437.05    |
| 2169 | USNY070607 | 715 DELAWARE AVENUE            | BUFFALO          | USD  | -           | -             | -            |
| 2169 | USNY071201 | 80 RED SCHOOLHOUSE ROAD        | CHESTNUT         | USD  | 632.55      | (232.61)      | 399.94       |
| 2169 | USNY071401 | 3370 WALDEN AVENUE             | DEPEW            | USD  | 221.30      | (100.90)      | 120.40       |
| 2169 | USNY071501 | 5010 CAMPUSWOOD DRIVE STE 206  | DEWITT           | USD  | -           | -             | -            |
| 2169 | USNY071501 | 5010 CAMPUSWOOD DRIVE STE 206  | DEWITT           | USD  | 92.12       | (92.12)       | -            |
| 2169 | USNY071501 | 5010 CAMPUSWOOD DRIVE STE 206  | DEWITT           | USD  | -           | -             | -            |
| 2169 | USNY071501 | 5010 CAMPUSWOOD DRIVE STE 206  | DEWITT           | USD  | -           | -             | -            |
| 2169 | USNY071801 | "274 FAIRPORT ROAD, EAST ROCHE | EAST ROCHESTER   | USD  | -           | -             | -            |
| 2169 | USNY071802 | 349 WEST COMMERCIAL STREET     | EAST ROCHESTER   | USD  | 2,631.63    | (611.01)      | 2,020.62     |
| 2169 | USNY071802 | 349 WEST COMMERCIAL STREET     | EAST ROCHESTER   | USD  | 1,945.61    | (1,945.61)    | -            |
| 2169 | USNY071802 | 349 WEST COMMERCIAL STREET     | EAST ROCHESTER   | USD  | 818.81      | (752.29)      | 66.52        |
| 2169 | USNY071802 | 349 WEST COMMERCIAL STREET     | EAST ROCHESTER   | USD  | 178,628.29  | (85,679.87)   | 92,948.42    |
| 2169 | USNY071802 | 349 WEST COMMERCIAL STREET     | EAST ROCHESTER   | USD  | 122,711.16  | (57,271.45)   | 65,439.71    |
| 2169 | USNY071901 | EDEN ANGOLA-RTE 90 EXIT 57 A   | EDEN ANGOLA      | USD  | 355.93      | (130.87)      | 225.06       |
| 2169 | USNY072001 | "91-31 QUEENS BLVD., RM 620"   | ELMHURST         | USD  | 119.87      | (66.13)       | 53.74        |
| 2169 | USNY072201 | 5 WAREHOUSE LANE               | ELMSFORD         | USD  | 9.22        | (9.22)        | -            |
| 2169 | USNY072401 | 195 H CENTRAL AVE              | FARMINGDALE      | USD  | 3.69        | (3.69)        | -            |
| 2169 | USNY072501 | 990 STEWART AVE SUITE 180      | GARDEN CITY      | USD  | -           | -             | -            |
| 2169 | USNY072501 | 990 STEWART AVE SUITE 180      | GARDEN CITY      | USD  | -           | -             | -            |
| 2169 | USNY072501 | 990 STEWART AVE SUITE 180      | GARDEN CITY      | USD  | -           | -             | -            |
| 2169 | USNY072501 | 990 STEWART AVE SUITE 180      | GARDEN CITY      | USD  | -           | -             | -            |
| 2169 | USNY072502 | 642 FRANKLIN AVE               | GARDEN CITY      | USD  | 29.51       | (29.51)       | -            |
| 2169 | USNY072601 | 245 GREAT NECK RD              | GREAT NECK       | USD  | 354.08      | (234.37)      | 119.71       |
| 2169 | USNY072701 | 250 RABRO DRIVE EAST           | HAUPPAUGE        | USD  | 18.44       | (18.44)       | -            |
| 2169 | USNY073001 | "4250 VETS HIGHWAY, STE. 155"  | HOLBROOK         | USD  | 119.87      | (66.13)       | 53.74        |
| 2169 | USNY073101 | 703C S. MAIN STREET            | HORSEHEADS       | USD  | 40.57       | (33.56)       | 7.01         |
| 2169 | USNY073201 | "150 ROGER AVE, 2ND FL"        | INWOOD           | USD  | 6,074.61    | (1,820.72)    | 4,253.89     |
| 2169 | USNY073201 | "150 ROGER AVE, 2ND FL"        | INWOOD           | USD  | 344.86      | (166.82)      | 218.04       |

TRADEMARK

REEL: 003737 FRAME: 0127

| CoCd | Location   | Street Address                 | City          | Crcy | Current APC | Accumul. dep. | Curr.bk.val. |
|------|------------|--------------------------------|---------------|------|-------------|---------------|--------------|
| 2169 | USNY073501 | "2 JERICHO PLAZA, 1ST FLOOR"   | JERICHO       | USD  | 2,428.77    | (2,001.86)    | 426.91       |
| 2169 | USNY073701 | 1 LAKE KIAMESHA ROAD           | LAKE KIAMESHA | USD  | 40.57       | (33.56)       | 7.01         |
| 2169 | USNY073802 | 450 OLD NISKAYUNA RD           | LATHAM        | USD  | 68.23       | (45.16)       | 23.07        |
| 2169 | USNY073901 | 48-75 36TH STREET              | LONG ISLAND   | USD  | 3,876.87    | (271.91)      | 3,604.96     |
| 2169 | USNY073901 | 48-75 36TH STREET              | LONG ISLAND   | USD  | 29.51       | (29.51)       | -            |
| 2169 | USNY073902 | "29-28 41ST AVE., SUITE 808"   | LONG ISLAND   | USD  | 14.75       | (6.98)        | 7.77         |
| 2169 | USNY074101 | "245 OLD COUNTRY RD, 2ND FLOOR | MELVILLE      | USD  | 20.28       | (20.28)       | -            |
| 2169 | USNY074102 | 548 BROADHOLLOW RD             | MELVILLE      | USD  | 82.99       | (68.67)       | 14.32        |
| 2169 | USNY074103 | 25 MELVILLE PARK ROAD          | MELVILLE      | USD  | 106.96      | (59.00)       | 47.96        |
| 2169 | USNY074104 | 25 DESHON DRIVE                | MELVILLE      | USD  | 438.92      | (181.60)      | 257.32       |
| 2169 | USNY074105 | 535 BROADHOLLOW RD             | MELVILLE      | USD  | 193.64      | (71.21)       | 122.43       |
| 2169 | USNY074302 | "MONROE, NY"                   | MONROE        | USD  | 359.61      | (298.65)      | 60.96        |
| 2169 | USNY074501 | "NEW PALTZ (ALBANY), NY"       | NEW PALTZ     | USD  | -           | -             | -            |
| 2169 | USNY074601 | 3 COTTAGE PLAZA                | NEW ROCHELLE  | USD  | -           | -             | -            |
| 2169 | USNY074602 | 1 RAMADA PLAZA                 | NEW ROCHELLE  | USD  | -           | -             | -            |
| 2169 | USNY074701 | 350 5TH AVE SUITE 4621         | NEW YORK      | USD  | 213.92      | (117.99)      | 95.93        |
| 2169 | USNY074701 | 350 5TH AVE SUITE 4621         | NEW YORK      | USD  | 335.65      | (335.65)      | -            |
| 2169 | USNY074701 | 350 5TH AVE SUITE 4621         | NEW YORK      | USD  | 12.91       | (10.68)       | 2.23         |
| 2169 | USNY074702 | "1 LIBERTY PLAZA,CONCOURSE LEV | NEW YORK      | USD  | 3.68        | (3.68)        | -            |
| 2169 | USNY074702 | "1 LIBERTY PLAZA,CONCOURSE LEV | NEW YORK      | USD  | 1,552.79    | (367.07)      | 1,185.72     |
| 2169 | USNY074703 | 1 NORTH END AVE                | NEW YORK      | USD  | 8,846.48    | (3,253.13)    | 5,593.35     |
| 2169 | USNY074704 | 1 ROCKEFELLER PLAZA 28TH FLR   | NEW YORK      | USD  | 276.63      | (101.74)      | 174.89       |
| 2169 | USNY074705 | 1 WALL STREET COURT            | NEW YORK      | USD  | 9.22        | (7.63)        | 1.59         |
| 2169 | USNY074706 | 100 AVENUES OF THE AMERICA     | NEW YORK      | USD  | 14.75       | (12.21)       | 2.54         |
| 2169 | USNY074707 | 100 CHURCH STREET SUITE 135    | NEW YORK      | USD  | 9.22        | (7.63)        | 1.59         |
| 2169 | USNY074708 | "101 PARK AVENUE, 10TH FLOOR"  | NEW YORK      | USD  | 82.98       | (45.52)       | 37.46        |
| 2169 | USNY074709 | 104 BROAD STREET               | NEW YORK      | USD  | 1,016.14    | (373.66)      | 642.48       |
| 2169 | USNY074709 | 104 BROAD STREET               | NEW YORK      | USD  | 41,088.14   | (9,713.20)    | 31,374.94    |
| 2169 | USNY074710 | 1095 A OF A                    | NEW YORK      | USD  | 17,333.37   | (6,374.06)    | 10,959.31    |
| 2169 | USNY074710 | 1095 A OF A                    | NEW YORK      | USD  | 26,224.12   | (6,199.37)    | 20,024.75    |
| 2169 | USNY074710 | 1095 A OF A                    | NEW YORK      | USD  | 9,193.19    | (3,432.25)    | 5,760.94     |
| 2169 | USNY074711 | 110 E. 59TH STREET 18TH FLR    | NEW YORK      | USD  | 336,023.11  | (54,990.29)   | 281,032.82   |
| 2169 | USNY074711 | 110 E. 59TH STREET 18TH FLR    | NEW YORK      | USD  | 328,341.52  | (139,225.66)  | 189,115.86   |
| 2169 | USNY074711 | 110 E. 59TH STREET 18TH FLR    | NEW YORK      | USD  | 5,437.29    | (1,811.93)    | 3,625.36     |
| 2169 | USNY074711 | 110 E. 59TH STREET 18TH FLR    | NEW YORK      | USD  | 39,275.43   | (12,856.73)   | 26,418.70    |
| 2169 | USNY074711 | 110 E. 59TH STREET 18TH FLR    | NEW YORK      | USD  | -           | -             | -            |
| 2169 | USNY074712 | 111 8TH AVENUE                 | NEW YORK      | USD  | -           | -             | -            |
| 2169 | USNY074712 | 111 8TH AVENUE                 | NEW YORK      | USD  | 54,750.04   | (10,235.73)   | 44,514.31    |
| 2169 | USNY074712 | 111 8TH AVENUE                 | NEW YORK      | USD  | 7,994.80    | (1,684.38)    | 6,310.42     |
| 2169 | USNY074712 | 111 8TH AVENUE                 | NEW YORK      | USD  | 2,564.15    | (99.36)       | 2,464.79     |
| 2169 | USNY074712 | 111 8TH AVENUE                 | NEW YORK      | USD  | 343.02      | (126.13)      | 216.89       |
| 2169 | USNY074712 | 111 8TH AVENUE                 | NEW YORK      | USD  | 13,481.57   | (1,683.58)    | 11,797.99    |
| 2169 | USNY074712 | 111 8TH AVENUE                 | NEW YORK      | USD  | 3,297.38    | (779.48)      | 2,517.90     |
| 2169 | USNY074712 | 111 8TH AVENUE                 | NEW YORK      | USD  | 669,000.29  | (171,012.81)  | 497,987.48   |
| 2169 | USNY074712 | 111 8TH AVENUE                 | NEW YORK      | USD  | -           | -             | -            |
| 2169 | USNY074712 | 111 8TH AVENUE                 | NEW YORK      | USD  | 170,564.92  | -             | 170,564.92   |
| 2169 | USNY074713 | 111 BROADWAY                   | NEW YORK      | USD  | 276.63      | (101.74)      | 174.89       |
| 2169 | USNY074714 | 111 EIGHTH STREET              | NEW YORK      | USD  | 141,595.49  | (39,031.56)   | 102,563.93   |
| 2169 | USNY074714 | 111 EIGHTH STREET              | NEW YORK      | USD  | 318,470.71  | (114,640.40)  | 203,830.31   |
| 2169 | USNY074715 | 111 FULTON ST                  | NEW YORK      | USD  | 276.63      | (101.74)      | 174.89       |
| 2169 | USNY074716 | "111 WEST 57ST, SUITE 1100"    | NEW YORK      | USD  | 256.34      | (94.25)       | 162.09       |
| 2169 | USNY074717 | 121 VARICK STREET              | NEW YORK      | USD  | 1,416.32    | (334.82)      | 1,081.50     |
| 2169 | USNY074717 | 121 VARICK STREET              | NEW YORK      | USD  | 32,457.41   | (11,816.30)   | 20,641.11    |
| 2169 | USNY074717 | 121 VARICK STREET              | NEW YORK      | USD  | 7,974.20    | (2,932.37)    | 5,041.83     |
| 2169 | USNY074718 | 122 EAST 42ND STREET #710      | NEW YORK      | USD  | -           | -             | -            |
| 2169 | USNY074718 | 122 EAST 42ND STREET #710      | NEW YORK      | USD  | -           | -             | -            |
| 2169 | USNY074719 | 1221 6TH AVENUE 7TH FLOOR      | NEW YORK      | USD  | -           | -             | -            |
| 2169 | USNY074719 | 1221 6TH AVENUE 7TH FLOOR      | NEW YORK      | USD  | 560.63      | (185.54)      | 375.09       |
| 2169 | USNY074720 | 1250 BROADWAY                  | NEW YORK      | USD  | 370.68      | (136.32)      | 234.36       |
| 2169 | USNY074721 | 1251 AVENUE OF AMERICA         | NEW YORK      | USD  | 2,176.12    | (800.23)      | 1,375.89     |
| 2169 | USNY074722 | 1270 AVE.OF THE AMERICAS 12FL  | NEW YORK      | USD  | 464.73      | (170.90)      | 293.83       |
| 2169 | USNY074723 | "1334 YORK AVE., 9TH FLOOR"    | NEW YORK      | USD  | 64.55       | (30.51)       | 34.04        |
| 2169 | USNY074724 | 138 E LAFAYETTE ST             | NEW YORK      | USD  | 55.33       | (36.63)       | 18.70        |
| 2169 | USNY074725 | 140 WEST STREET                | NEW YORK      | USD  | 17,962.23   | (4,246.26)    | 13,715.97    |
| 2169 | USNY074725 | 140 WEST STREET                | NEW YORK      | USD  | 30,594.82   | (11,411.04)   | 19,183.78    |
| 2169 | USNY074726 | "1411 BROADWAY, 35TH FLOOR"    | NEW YORK      | USD  | 365.15      | (134.27)      | 230.88       |
| 2169 | USNY074727 | "1460 BROADWAY, 2ND FLR"       | NEW YORK      | USD  | 12.91       | (6.10)        | 6.81         |
| 2169 | USNY074728 | 1585 BROADWAY                  | NEW YORK      | USD  | 276.63      | (101.74)      | 174.89       |
| 2169 | USNY074729 | 17 BATTERY PARK 18TH FLOOR     | NEW YORK      | USD  | 82.99       | (68.67)       | 14.32        |
| 2169 | USNY074730 | "17 STATE STREET, 30TH FLOOR"  | NEW YORK      | USD  | 582.76      | (482.17)      | 100.59       |
| 2169 | USNY074731 | 170 BROADWAY SUITE 1700        | NEW YORK      | USD  | 29.51       | (29.51)       | -            |
| 2169 | USNY074732 | "19 SQUADRON BLVD, FLOOR #2"   | NEW YORK      | USD  | 60.86       | (40.28)       | 20.58        |
| 2169 | USNY074733 | 2 RECTOR ST                    | NEW YORK      | USD  | 276.63      | (101.74)      | 174.89       |
| 2169 | USNY074734 | 200 VESEY STREET               | NEW YORK      | USD  | 708.16      | (260.44)      | 447.72       |
| 2169 | USNY074735 | 221 E 37TH STREET              | NEW YORK      | USD  | 24,213.96   | (5,724.17)    | 18,489.79    |
| 2169 | USNY074735 | 221 E 37TH STREET              | NEW YORK      | USD  | 125.40      | (29.65)       | 95.75        |
| 2169 | USNY074735 | 221 E 37TH STREET              | NEW YORK      | USD  | 19,068.74   | (7,012.18)    | 12,056.56    |
| 2169 | USNY074737 | 226 W. 26TH ST                 | NEW YORK      | USD  | 6,929.57    | (2,176.29)    | 4,753.28     |
| 2169 | USNY074737 | 226 W. 26TH ST                 | NEW YORK      | USD  | 719.23      | (238.02)      | 481.21       |
| 2169 | USNY074738 | 228 E. 56TH STREET             | NEW YORK      | USD  | 21,263.29   | (5,628.99)    | 15,634.30    |
| 2169 | USNY074738 | 228 E. 56TH STREET             | NEW YORK      | USD  | 8,151.24    | (3,372.16)    | 4,779.08     |
| 2169 | USNY074738 | 228 E. 56TH STREET             | NEW YORK      | USD  | 125.40      | (29.65)       | 95.75        |
| 2169 | USNY074738 | 228 E. 56TH STREET             | NEW YORK      | USD  | 189,361.36  | (72,101.79)   | 117,259.57   |
| 2169 | USNY074740 | 230 W. 36TH STREET             | NEW YORK      | USD  | 46.10       | (30.51)       | 15.59        |
| 2169 | USNY074740 | 230 W. 36TH STREET             | NEW YORK      | USD  | 25,067.82   | (5,926.02)    | 19,141.80    |
| 2169 | USNY074740 | 230 W. 36TH STREET             | NEW YORK      | USD  | 125.40      | (29.65)       | 95.75        |
| 2169 | USNY074741 | "25 BROADWAY, 5TH FLOOR"       | NEW YORK      | USD  | 15,752.91   | (5,792.84)    | 9,960.07     |
| 2169 | USNY074742 | 250 VESEY F-4                  | NEW YORK      | USD  | 149.38      | (82.41)       | 66.97        |
| 2169 | USNY074742 | 250 VESEY F-4                  | NEW YORK      | USD  | 83,725.39   | (19,792.61)   | 63,932.78    |
| 2169 | USNY074743 | 270 PARK AVENUE                | NEW YORK      | USD  | 24,804.10   | (9,121.30)    | 15,682.80    |
| 2169 | USNY074743 | 270 PARK AVENUE                | NEW YORK      | USD  | 3,448.60    | (815.25)      | 2,633.35     |
| 2169 | USNY074744 | 275 MADISON AVE                | NEW YORK      | USD  | 8,403.89    | (2,791.50)    | 5,612.39     |
| 2169 | USNY074746 | 300 BLVD. EAST                 | NEW YORK      | USD  | 60.86       | (40.28)       | 20.58        |
| 2169 | USNY074746 | 300 BLVD. EAST                 | NEW YORK      | USD  | 260,608.25  | (61,517.21)   | 199,091.04   |
| 2169 | USNY074746 | 300 BLVD. EAST                 | NEW YORK      | USD  | 1,862.61    | (684.95)      | 1,177.66     |

TRADEMARK

REEL: 003737 FRAME: 0128

| CoCd | Location   | Street Address                  | City     | Crev | Current APC  | Accumul. dep. | Curr.bk.val. |
|------|------------|---------------------------------|----------|------|--------------|---------------|--------------|
| 2169 | USNY074747 | 303 W 34TH ST                   | NEW YORK | USD  | 57.17        | (57.17)       | -            |
| 2169 | USNY074748 | "31 W. 52ND ST, 19TH FL"        | NEW YORK | USD  | 405.72       | (134.27)      | 271.45       |
| 2169 | USNY074749 | 32 AVENUE OF AMERICAS           | NEW YORK | USD  | -            | -             | -            |
| 2169 | USNY074749 | 32 AVENUE OF AMERICAS           | NEW YORK | USD  | 64,347.52    | (5,481.06)    | 58,866.46    |
| 2169 | USNY074750 | 32 OLD SLIP RD                  | NEW YORK | USD  | 276.63       | (101.74)      | 174.89       |
| 2169 | USNY074751 | 320 7TH AVENUE SUITE 1206       | NEW YORK | USD  | 5.53         | (5.53)        | -            |
| 2169 | USNY074752 | "33 THOMAS ST, 25TH FLOOR"      | NEW YORK | USD  | 1,088.06     | (400.12)      | 687.94       |
| 2169 | USNY074753 | 33 WHITEHALL ST                 | NEW YORK | USD  | 276.63       | (101.74)      | 174.89       |
| 2169 | USNY074754 | "335 MADISON AVENUE, 22ND FLOOR | NEW YORK | USD  | 923.94       | (339.80)      | 584.14       |
| 2169 | USNY074755 | "375 HUDSON STREET, 4TH FLOOR"  | NEW YORK | USD  | 77.46        | (51.27)       | 26.19        |
| 2169 | USNY074756 | 383 MADISON AVE.                | NEW YORK | USD  | 16,486.89    | (3,897.49)    | 12,589.40    |
| 2169 | USNY074756 | 383 MADISON AVE.                | NEW YORK | USD  | 22,954.41    | (8,012.96)    | 14,941.45    |
| 2169 | USNY074756 | 383 MADISON AVE.                | NEW YORK | USD  | 22,731.25    | (8,359.00)    | 14,372.25    |
| 2169 | USNY074757 | 39 BROADWAY                     | NEW YORK | USD  | 149.38       | (35.31)       | 114.07       |
| 2169 | USNY074757 | 39 BROADWAY                     | NEW YORK | USD  | 8,881.52     | (3,282.31)    | 5,599.21     |
| 2169 | USNY074759 | 40 WALL ST                      | NEW YORK | USD  | 276.63       | (101.74)      | 174.89       |
| 2169 | USNY074760 | 420 LEXINGTON AVE.              | NEW YORK | USD  | 2,120.80     | (808.57)      | 1,312.23     |
| 2169 | USNY074761 | "425 LEXINGTON AVE., 17TH FLOOR | NEW YORK | USD  | 212.08       | (77.98)       | 134.10       |
| 2169 | USNY074762 | 435 W. 50TH STREET              | NEW YORK | USD  | 14,587.40    | (3,448.46)    | 11,138.94    |
| 2169 | USNY074762 | 435 W. 50TH STREET              | NEW YORK | USD  | 125.40       | (29.65)       | 95.75        |
| 2169 | USNY074762 | 435 W. 50TH STREET              | NEW YORK | USD  | 14,845.58    | (5,459.19)    | 9,386.39     |
| 2169 | USNY074763 | "45 BROADWAY, 7TH FLOOR"        | NEW YORK | USD  | 23.92        | (8.70)        | 15.22        |
| 2169 | USNY074764 | "450 PARK AVENUE, SUITE 1200,"  | NEW YORK | USD  | 3,312.12     | (1,217.98)    | 2,094.14     |
| 2169 | USNY074765 | "460 WEST 33RD STREET, 3RD FLR  | NEW YORK | USD  | 3.68         | (3.68)        | -            |
| 2169 | USNY074766 | "4840 BROADWAY, STE 325"        | NEW YORK | USD  | 156.75       | (103.76)      | 52.99        |
| 2169 | USNY074767 | 500 RIVERSIDE DRIVE             | NEW YORK | USD  | 9.22         | (7.63)        | 1.59         |
| 2169 | USNY074768 | 516 WEST 19TH STREET            | NEW YORK | USD  | 31,138.85    | (12,031.43)   | 19,107.42    |
| 2169 | USNY074769 | 520 MADISON AVE                 | NEW YORK | USD  | 6,074.68     | (1,820.74)    | 4,253.94     |
| 2169 | USNY074769 | 520 MADISON AVE                 | NEW YORK | USD  | 553.26       | (203.48)      | 349.78       |
| 2169 | USNY074770 | "550 MADISON AVE, 28TH FL"      | NEW YORK | USD  | 1,445.83     | (478.50)      | 967.33       |
| 2169 | USNY074771 | "570 WASHINGTON ST., 3RD FLOOR  | NEW YORK | USD  | 14,544.98    | (3,438.42)    | 11,106.56    |
| 2169 | USNY074771 | "570 WASHINGTON ST., 3RD FLOOR  | NEW YORK | USD  | 6,039.66     | (2,219.92)    | 3,819.74     |
| 2169 | USNY074772 | 60 HUDSON ST.                   | NEW YORK | USD  | 3,385.90     | (367.41)      | 3,018.49     |
| 2169 | USNY074772 | 60 HUDSON ST.                   | NEW YORK | USD  | 216,608.45   | (18,864.71)   | 197,743.74   |
| 2169 | USNY074772 | 60 HUDSON ST.                   | NEW YORK | USD  | -            | -             | -            |
| 2169 | USNY074772 | 60 HUDSON ST.                   | NEW YORK | USD  | 615,688.01   | (297,655.78)  | 318,032.23   |
| 2169 | USNY074772 | 60 HUDSON ST.                   | NEW YORK | USD  | -            | -             | -            |
| 2169 | USNY074772 | 60 HUDSON ST.                   | NEW YORK | USD  | 2,752.20     | (341.72)      | 2,410.48     |
| 2169 | USNY074772 | 60 HUDSON ST.                   | NEW YORK | USD  | 18,995.54    | (1,332.28)    | 17,663.26    |
| 2169 | USNY074772 | 60 HUDSON ST.                   | NEW YORK | USD  | 389,265.85   | (46,348.22)   | 342,917.63   |
| 2169 | USNY074772 | 60 HUDSON ST.                   | NEW YORK | USD  | -            | -             | -            |
| 2169 | USNY074772 | 60 HUDSON ST.                   | NEW YORK | USD  | 63,904.55    | -             | 63,904.55    |
| 2169 | USNY074772 | 60 HUDSON ST.                   | NEW YORK | USD  | -            | -             | -            |
| 2169 | USNY074772 | 60 HUDSON ST.                   | NEW YORK | USD  | -            | -             | -            |
| 2169 | USNY074773 | 630 5TH AVE                     | NEW YORK | USD  | 1,493.77     | (701.03)      | 792.74       |
| 2169 | USNY074773 | 630 5TH AVE                     | NEW YORK | USD  | 621.49       | (228.56)      | 392.93       |
| 2169 | USNY074775 | 641 SIXTH AVE 2ND FLOOR         | NEW YORK | USD  | 7.38         | (7.38)        | -            |
| 2169 | USNY074776 | "75 BROAD ST., B1 FLOOR"        | NEW YORK | USD  | 33,858.99    | (7,981.66)    | 25,877.33    |
| 2169 | USNY074776 | "75 BROAD ST., B1 FLOOR"        | NEW YORK | USD  | 17,005.06    | (4,959.39)    | 12,045.67    |
| 2169 | USNY074776 | "75 BROAD ST., B1 FLOOR"        | NEW YORK | USD  | 291.38       | (68.87)       | 222.51       |
| 2169 | USNY074776 | "75 BROAD ST., B1 FLOOR"        | NEW YORK | USD  | 5,836.80     | (2,146.37)    | 3,690.43     |
| 2169 | USNY074777 | 75 WALL STREET                  | NEW YORK | USD  | -            | -             | -            |
| 2169 | USNY074777 | 75 WALL STREET                  | NEW YORK | USD  | 276.63       | (101.74)      | 174.89       |
| 2169 | USNY074778 | 76 9TH AVENUE                   | NEW YORK | USD  | 6,532.06     | (747.05)      | 5,785.01     |
| 2169 | USNY074778 | 76 9TH AVENUE                   | NEW YORK | USD  | 12,753.65    | (3,600.94)    | 9,152.71     |
| 2169 | USNY074778 | 76 9TH AVENUE                   | NEW YORK | USD  | 95.90        | (35.28)       | 60.62        |
| 2169 | USNY074778 | 76 9TH AVENUE                   | NEW YORK | USD  | 247,285.25   | (51,290.29)   | 195,994.96   |
| 2169 | USNY074778 | 76 9TH AVENUE                   | NEW YORK | USD  | 355.92       | (325.05)      | 30.87        |
| 2169 | USNY074778 | 76 9TH AVENUE                   | NEW YORK | USD  | 3,342.56     | (837.92)      | 2,504.64     |
| 2169 | USNY074778 | 76 9TH AVENUE                   | NEW YORK | USD  | 25.82        | (9.50)        | 16.32        |
| 2169 | USNY074778 | 76 9TH AVENUE                   | NEW YORK | USD  | 1,631,887.42 | (314,130.49)  | 1,317,756.93 |
| 2169 | USNY074778 | 76 9TH AVENUE                   | NEW YORK | USD  | (480.09)     | -             | (480.09)     |
| 2169 | USNY074778 | 76 9TH AVENUE                   | NEW YORK | USD  | -            | -             | -            |
| 2169 | USNY074779 | 80 PINE STREET                  | NEW YORK | USD  | -            | -             | -            |
| 2169 | USNY074779 | 80 PINE STREET                  | NEW YORK | USD  | 128,271.24   | (16,927.66)   | 111,343.58   |
| 2169 | USNY074779 | 80 PINE STREET                  | NEW YORK | USD  | 4,789.31     | (1,116.50)    | 3,672.81     |
| 2169 | USNY074779 | 80 PINE STREET                  | NEW YORK | USD  | 769.33       | (161.87)      | 607.46       |
| 2169 | USNY074779 | 80 PINE STREET                  | NEW YORK | USD  | 10,006.49    | (4,876.72)    | 5,129.77     |
| 2169 | USNY074779 | 80 PINE STREET                  | NEW YORK | USD  | 29,115.29    | (15,202.84)   | 13,912.45    |
| 2169 | USNY074779 | 80 PINE STREET                  | NEW YORK | USD  | 826.19       | (546.48)      | 279.71       |
| 2169 | USNY074779 | 80 PINE STREET                  | NEW YORK | USD  | 30,386.65    | (19,374.57)   | 11,012.08    |
| 2169 | USNY074779 | 80 PINE STREET                  | NEW YORK | USD  | -            | -             | -            |
| 2169 | USNY074779 | 80 PINE STREET                  | NEW YORK | USD  | 161,951.90   | (49,039.01)   | 112,912.89   |
| 2169 | USNY074779 | 80 PINE STREET                  | NEW YORK | USD  | 5,071.47     | (1,657.19)    | 3,414.28     |
| 2169 | USNY074779 | 80 PINE STREET                  | NEW YORK | USD  | -            | -             | -            |
| 2169 | USNY074779 | 80 PINE STREET                  | NEW YORK | USD  | -            | -             | -            |
| 2169 | USNY074779 | 80 PINE STREET                  | NEW YORK | USD  | -            | -             | -            |
| 2169 | USNY074780 | "85 BROAD STREET, 7TH FLOOR"    | NEW YORK | USD  | 8,036.90     | (2,936.98)    | 5,099.92     |
| 2169 | USNY074781 | 86 TRINITY PLACE                | NEW YORK | USD  | 553.26       | (203.48)      | 349.78       |
| 2169 | USNY074782 | 88 PINE STREET                  | NEW YORK | USD  | -            | -             | -            |
| 2169 | USNY074782 | 88 PINE STREET                  | NEW YORK | USD  | -            | -             | -            |
| 2169 | USNY074782 | 88 PINE STREET                  | NEW YORK | USD  | -            | -             | -            |
| 2169 | USNY074783 | 9 MURRAY STREET 8TH FLOOR       | NEW YORK | USD  | 25.82        | (25.82)       | -            |
| 2169 | USNY074784 | 90 WEST STREET SUITE 1301       | NEW YORK | USD  | 29.51        | (29.51)       | -            |
| 2169 | USNY074785 | CTI-IT NETWORK ENG, NEW YORK    | NEW YORK | USD  | 1.84         | (1.03)        | 0.81         |
| 2169 | USNY074785 | CTI-IT NETWORK ENG, NEW YORK    | NEW YORK | USD  | 1,012.38     | (368.55)      | 643.83       |
| 2169 | USNY074786 | "CTI-OPERATIONS GLOBAL, NEW YO  | NEW YORK | USD  | 18.44        | (10.19)       | 8.25         |
| 2169 | USNY074787 | "CTI-OPERATIONS GLOBAL, NEW YO  | NEW YORK | USD  | 837.26       | (462.69)      | 374.57       |
| 2169 | USNY074787 | "CTI-OPERATIONS POOL, NEW YORK  | NEW YORK | USD  | -            | -             | -            |
| 2169 | USNY074787 | "CTI-OPERATIONS POOL, NEW YORK  | NEW YORK | USD  | 97.74        | (30.48)       | 67.26        |
| 2169 | USNY074787 | "CTI-OPERATIONS POOL, NEW YORK  | NEW YORK | USD  | -            | -             | -            |
| 2169 | USNY074787 | "CTI-OPERATIONS POOL, NEW YORK  | NEW YORK | USD  | 182.57       | (100.89)      | 81.68        |
| 2169 | USNY074787 | "CTI-OPERATIONS POOL, NEW YORK  | NEW YORK | USD  | -            | -             | -            |

TRADEMARK

REEL: 003737 FRAME: 0129

| CoCd            | Location | Street Address                 | City         | Crcy | Current APC  | Accumul. dep.  | Curr.bk.val. |
|-----------------|----------|--------------------------------|--------------|------|--------------|----------------|--------------|
| 2169 USNY074788 |          | "CTI-SALES EAST DIV, NEW YORK" | NEW YORK     | USD  | -            | -              | -            |
| 2169 USNY074788 |          | "CTI-SALES EAST DIV, NEW YORK" | NEW YORK     | USD  | 269.25       | (149.76)       | 119.49       |
| 2169 USNY074788 |          | "CTI-SALES EAST DIV, NEW YORK" | NEW YORK     | USD  | 398.34       | (220.13)       | 178.21       |
| 2169 USNY074788 |          | "CTI-SALES EAST DIV, NEW YORK" | NEW YORK     | USD  | 173.34       | (152.35)       | 20.99        |
| 2169 USNY074789 |          | CTI-SALES EAST NATIONAL        | NEW YORK     | USD  | 140.16       | (77.45)        | 62.71        |
| 2169 USNY074789 |          | CTI-SALES EAST NATIONAL        | NEW YORK     | USD  | 53.48        | (44.60)        | 8.88         |
| 2169 USNY074789 |          | CTI-SALES EAST NATIONAL        | NEW YORK     | USD  | 2,083.92     | (766.32)       | 1,317.59     |
| 2169 USNY074790 |          | "CTI-SALES WEST DIV, NEW YORK" | NEW YORK     | USD  | 23.97        | (13.48)        | 10.49        |
| 2169 USNY074791 |          | "FOUR TIMES SQUARE, 24TH FLOOR | NEW YORK     | USD  | 11.07        | (5.23)         | 5.84         |
| 2169 USNY074792 |          | GRAND CENTRAL STATION TRACK105 | NEW YORK     | USD  | 64.55        | (35.61)        | 28.94        |
| 2169 USNY074793 |          | NYC-MB LEVEL 3-FIBER/CONDUIT   | NEW YORK     | USD  | 345,990.35   | (87,962.51)    | 258,027.84   |
| 2169 USNY074795 |          | TWO PENN PLAZA SUITE 1195      | NEW YORK     | USD  | -            | -              | -            |
| 2169 USNY074795 |          | TWO PENN PLAZA SUITE 1195      | NEW YORK     | USD  | -            | -              | -            |
| 2169 USNY074795 |          | TWO PENN PLAZA SUITE 1195      | NEW YORK     | USD  | -            | -              | -            |
| 2169 USNY074795 |          | TWO PENN PLAZA SUITE 1195      | NEW YORK     | USD  | -            | -              | -            |
| 2169 USNY074801 |          | 104 S WARREN STREET            | ONEIDA       | USD  | 121.72       | (67.14)        | 54.58        |
| 2169 USNY074901 |          | ONE BLUE HILL PLAZA            | PEARL RIVER  | USD  | 339.33       | (224.61)       | 114.72       |
| 2169 USNY075101 |          | 1120 PITTSFORD-VICTOR ROAD     | PITTSFORD    | USD  | 39,221.86    | (9,869.45)     | 29,352.41    |
| 2169 USNY075101 |          | 1120 PITTSFORD-VICTOR ROAD     | PITTSFORD    | USD  | 100,969.74   | (56,936.72)    | 44,033.02    |
| 2169 USNY075101 |          | 1120 PITTSFORD-VICTOR ROAD     | PITTSFORD    | USD  | 295,611.48   | (123,447.96)   | 172,163.52   |
| 2169 USNY075101 |          | 1120 PITTSFORD-VICTOR ROAD     | PITTSFORD    | USD  | 25,003.83    | (3,027.88)     | 21,975.95    |
| 2169 USNY075101 |          | 1120 PITTSFORD-VICTOR ROAD     | PITTSFORD    | USD  | 636,236.70   | (605,441.48)   | 30,795.22    |
| 2169 USNY075101 |          | 1120 PITTSFORD-VICTOR ROAD     | PITTSFORD    | USD  | 272,402.97   | (114,411.80)   | 157,991.17   |
| 2169 USNY075101 |          | 1120 PITTSFORD-VICTOR ROAD     | PITTSFORD    | USD  | 1,483,945.00 | (790,993.08)   | 692,951.92   |
| 2169 USNY075101 |          | 1120 PITTSFORD-VICTOR ROAD     | PITTSFORD    | USD  | 518,304.42   | (359,998.91)   | 158,305.51   |
| 2169 USNY075101 |          | 1120 PITTSFORD-VICTOR ROAD     | PITTSFORD    | USD  | 3,579.54     | (2,961.70)     | 617.84       |
| 2169 USNY075101 |          | 1120 PITTSFORD-VICTOR ROAD     | PITTSFORD    | USD  | -            | -              | -            |
| 2169 USNY075101 |          | 1120 PITTSFORD-VICTOR ROAD     | PITTSFORD    | USD  | -            | -              | -            |
| 2169 USNY075101 |          | 1120 PITTSFORD-VICTOR ROAD     | PITTSFORD    | USD  | -            | -              | -            |
| 2169 USNY075102 |          | 1080 PITTSFORD-VICTOR ROAD     | PITTSFORD    | USD  | 10,991.34    | (1,210.48)     | 9,780.86     |
| 2169 USNY075102 |          | 1080 PITTSFORD-VICTOR ROAD     | PITTSFORD    | USD  | 1,675.00     | (264.79)       | 1,410.21     |
| 2169 USNY075102 |          | 1080 PITTSFORD-VICTOR ROAD     | PITTSFORD    | USD  | 16,273.77    | (3,841.97)     | 12,431.80    |
| 2169 USNY075102 |          | 1080 PITTSFORD-VICTOR ROAD     | PITTSFORD    | USD  | 61,075.69    | (31,399.57)    | 29,676.12    |
| 2169 USNY075102 |          | 1080 PITTSFORD-VICTOR ROAD     | PITTSFORD    | USD  | 131,378.87   | (72,672.70)    | 58,706.17    |
| 2169 USNY075102 |          | 1080 PITTSFORD-VICTOR ROAD     | PITTSFORD    | USD  | 1,165,464.09 | (656,263.65)   | 509,200.44   |
| 2169 USNY075102 |          | 1080 PITTSFORD-VICTOR ROAD     | PITTSFORD    | USD  | 1,763,605.37 | (1,101,198.27) | 662,407.10   |
| 2169 USNY075102 |          | 1080 PITTSFORD-VICTOR ROAD     | PITTSFORD    | USD  | 1,226,927.79 | (244,110.40)   | 982,817.39   |
| 2169 USNY075102 |          | 1080 PITTSFORD-VICTOR ROAD     | PITTSFORD    | USD  | 4,184,501.41 | (1,751,992.58) | 2,432,508.83 |
| 2169 USNY075102 |          | 1080 PITTSFORD-VICTOR ROAD     | PITTSFORD    | USD  | 404,355.13   | (108,253.73)   | 296,101.40   |
| 2169 USNY075102 |          | 1080 PITTSFORD-VICTOR ROAD     | PITTSFORD    | USD  | -            | -              | -            |
| 2169 USNY075102 |          | 1080 PITTSFORD-VICTOR ROAD     | PITTSFORD    | USD  | -            | -              | -            |
| 2169 USNY075102 |          | 1080 PITTSFORD-VICTOR ROAD     | PITTSFORD    | USD  | 75,000.00    | -              | 75,000.00    |
| 2169 USNY075102 |          | 1080 PITTSFORD-VICTOR ROAD     | PITTSFORD    | USD  | -            | -              | -            |
| 2169 USNY075102 |          | 1080 PITTSFORD-VICTOR ROAD     | PITTSFORD    | USD  | 139,642.50   | -              | 139,642.50   |
| 2169 USNY075102 |          | 1080 PITTSFORD-VICTOR ROAD     | PITTSFORD    | USD  | 72,036.00    | -              | 72,036.00    |
| 2169 USNY075201 |          | 206 TERMINAL DRIVE             | PLAINVIEW    | USD  | 208.39       | (86.21)        | 122.18       |
| 2169 USNY075301 |          | 972 POMONA PROFESSIONAL BLDG   | POMONA       | USD  | 160.44       | (93.37)        | 67.07        |
| 2169 USNY075401 |          | 800 WASHINGTON STREET          | POUGHKEEPSIE | USD  | 164.14       | (38.79)        | 125.35       |
| 2169 USNY075401 |          | 800 WASHINGTON STREET          | POUGHKEEPSIE | USD  | 831.72       | (393.25)       | 438.47       |
| 2169 USNY075401 |          | 800 WASHINGTON STREET          | POUGHKEEPSIE | USD  | 2,753.36     | (851.74)       | 1,901.62     |
| 2169 USNY075402 |          | 682 DUTCHESS TURNPIKE          | POUGHKEEPSIE | USD  | 94.05        | (62.26)        | 31.79        |
| 2169 USNY075702 |          | 1 CITY CENTER                  | ROCHESTER    | USD  | 3.69         | (3.69)         | -            |
| 2169 USNY075705 |          | 120 NORTH PLYMOUTH AVENUE      | ROCHESTER    | USD  | 309.82       | (257.61)       | 52.21        |
| 2169 USNY075706 |          | 161 CHESTNUT STREET            | ROCHESTER    | USD  | 221.30       | (183.10)       | 38.20        |
| 2169 USNY075707 |          | 175 SULLY'S TRAIL              | ROCHESTER    | USD  | 5,311.21     | (1,171.86)     | 4,139.35     |
| 2169 USNY075707 |          | 175 SULLY'S TRAIL              | ROCHESTER    | USD  | 36,338.32    | (9,783.08)     | 26,555.24    |
| 2169 USNY075707 |          | 175 SULLY'S TRAIL              | ROCHESTER    | USD  | 9,936.18     | (1,453.68)     | 8,482.50     |
| 2169 USNY075707 |          | 175 SULLY'S TRAIL              | ROCHESTER    | USD  | 11,571.92    | (2,982.53)     | 8,589.39     |
| 2169 USNY075707 |          | 175 SULLY'S TRAIL              | ROCHESTER    | USD  | 1,110,075.68 | (205,422.31)   | 904,653.37   |
| 2169 USNY075707 |          | 175 SULLY'S TRAIL              | ROCHESTER    | USD  | 754,119.39   | (281,365.19)   | 472,754.20   |
| 2169 USNY075707 |          | 175 SULLY'S TRAIL              | ROCHESTER    | USD  | 800,599.78   | (296,509.59)   | 504,090.19   |
| 2169 USNY075707 |          | 175 SULLY'S TRAIL              | ROCHESTER    | USD  | 434,279.00   | (108,487.64)   | 325,791.36   |
| 2169 USNY075707 |          | 175 SULLY'S TRAIL              | ROCHESTER    | USD  | 7,946,193.08 | (3,967,305.73) | 3,978,887.35 |
| 2169 USNY075707 |          | 175 SULLY'S TRAIL              | ROCHESTER    | USD  | 82,692.38    | (12,563.32)    | 70,129.06    |
| 2169 USNY075707 |          | 175 SULLY'S TRAIL              | ROCHESTER    | USD  | -            | -              | -            |
| 2169 USNY075707 |          | 175 SULLY'S TRAIL              | ROCHESTER    | USD  | -            | -              | -            |
| 2169 USNY075707 |          | 175 SULLY'S TRAIL              | ROCHESTER    | USD  | 14,800.00    | -              | 14,800.00    |
| 2169 USNY075707 |          | 175 SULLY'S TRAIL              | ROCHESTER    | USD  | -            | -              | -            |
| 2169 USNY075707 |          | 175 SULLY'S TRAIL              | ROCHESTER    | USD  | -            | -              | -            |
| 2169 USNY075707 |          | 175 SULLY'S TRAIL              | ROCHESTER    | USD  | -            | -              | -            |
| 2169 USNY075707 |          | 175 SULLY'S TRAIL              | ROCHESTER    | USD  | 1,024,253.70 | -              | 1,024,253.70 |
| 2169 USNY075707 |          | 175 SULLY'S TRAIL              | ROCHESTER    | USD  | -            | -              | -            |
| 2169 USNY075708 |          | 180 SOUTH CLINTON              | ROCHESTER    | USD  | -            | -              | -            |
| 2169 USNY075708 |          | 180 SOUTH CLINTON              | ROCHESTER    | USD  | -            | -              | -            |
| 2169 USNY075708 |          | 180 SOUTH CLINTON              | ROCHESTER    | USD  | -            | -              | -            |
| 2169 USNY075708 |          | 180 SOUTH CLINTON              | ROCHESTER    | USD  | -            | -              | -            |
| 2169 USNY075708 |          | 180 SOUTH CLINTON              | ROCHESTER    | USD  | -            | -              | -            |
| 2169 USNY075708 |          | 180 SOUTH CLINTON              | ROCHESTER    | USD  | -            | -              | -            |
| 2169 USNY075708 |          | 180 SOUTH CLINTON              | ROCHESTER    | USD  | -            | -              | -            |
| 2169 USNY075709 |          | 1815 SOUTH CLINTON             | ROCHESTER    | USD  | 291.38       | (107.15)       | 184.23       |
| 2169 USNY075710 |          | 205 VILLAGE LANDING            | ROCHESTER    | USD  | 12.91        | (12.91)        | -            |
| 2169 USNY075711 |          | 2060 BRIGHTON-HENRIETTA TL RD  | ROCHESTER    | USD  | -            | -              | -            |
| 2169 USNY075711 |          | 2060 BRIGHTON-HENRIETTA TL RD  | ROCHESTER    | USD  | -            | -              | -            |
| 2169 USNY075711 |          | 2060 BRIGHTON-HENRIETTA TL RD  | ROCHESTER    | USD  | -            | -              | -            |
| 2169 USNY075711 |          | 2060 BRIGHTON-HENRIETTA TL RD  | ROCHESTER    | USD  | -            | -              | -            |
| 2169 USNY075713 |          | 240 COMMERCE DR                | ROCHESTER    | USD  | 42.42        | (35.10)        | 7.32         |
| 2169 USNY075717 |          | 400 BAUSCH & LOMB PLACE        | ROCHESTER    | USD  | -            | -              | -            |
| 2169 USNY075718 |          | 415 W. MAINSTREET              | ROCHESTER    | USD  | 86.67        | (35.74)        | 50.93        |
| 2169 USNY075719 |          | 435 WEST COMMERCIAL STREET     | ROCHESTER    | USD  | 348.55       | (76.89)        | 271.66       |
| 2169 USNY075719 |          | 435 WEST COMMERCIAL STREET     | ROCHESTER    | USD  | 14,068.00    | (2,928.98)     | 11,139.02    |
| 2169 USNY075719 |          | 435 WEST COMMERCIAL STREET     | ROCHESTER    | USD  | 11,330.61    | (5,345.72)     | 5,984.89     |
| 2169 USNY075719 |          | 435 WEST COMMERCIAL STREET     | ROCHESTER    | USD  | 26,074.53    | (18,691.05)    | 7,383.48     |
| 2169 USNY075719 |          | 435 WEST COMMERCIAL STREET     | ROCHESTER    | USD  | 140,833.29   | (45,750.28)    | 95,083.01    |
| 2169 USNY075719 |          | 435 WEST COMMERCIAL STREET     | ROCHESTER    | USD  | 142,986.01   | (57,383.54)    | 85,602.47    |

TRADEMARK

REEL: 003737 FRAME: 0130

| CoCd | Location   | Street Address                 | City                | Crcy | Current APC   | Accumul. dep.  | Curr.bk.val. |
|------|------------|--------------------------------|---------------------|------|---------------|----------------|--------------|
| 2169 | USNY075719 | 435 WEST COMMERCIAL STREET     | ROCHESTER           | USD  | 48,911.94     | (13,400.54)    | 35,511.40    |
| 2169 | USNY075719 | 435 WEST COMMERCIAL STREET     | ROCHESTER           | USD  | 160,966.34    | (9,558.47)     | 151,407.87   |
| 2169 | USNY075719 | 435 WEST COMMERCIAL STREET     | ROCHESTER           | USD  | -             | -              | -            |
| 2169 | USNY075719 | 435 WEST COMMERCIAL STREET     | ROCHESTER           | USD  | -             | -              | -            |
| 2169 | USNY075719 | 435 WEST COMMERCIAL STREET     | ROCHESTER           | USD  | -             | -              | -            |
| 2169 | USNY075719 | 435 WEST COMMERCIAL STREET     | ROCHESTER           | USD  | 62,550.32     | -              | 62,550.32    |
| 2169 | USNY075722 | 75 TOWN CENTER                 | ROCHESTER           | USD  | 38.73         | (21.36)        | 17.37        |
| 2169 | USNY075723 | 95 N FITZHUGH STREET           | ROCHESTER           | USD  | 496,347.70    | (135,081.11)   | 361,266.59   |
| 2169 | USNY075723 | 95 N FITZHUGH STREET           | ROCHESTER           | USD  | 634.41        | (233.29)       | 401.12       |
| 2169 | USNY075723 | 95 N FITZHUGH STREET           | ROCHESTER           | USD  | 17,257.76     | (9,544.74)     | 7,713.02     |
| 2169 | USNY075723 | 95 N FITZHUGH STREET           | ROCHESTER           | USD  | 77,683.84     | (46,060.06)    | 31,623.78    |
| 2169 | USNY075723 | 95 N FITZHUGH STREET           | ROCHESTER           | USD  | 170,125.97    | (81,906.48)    | 88,219.49    |
| 2169 | USNY075723 | 95 N FITZHUGH STREET           | ROCHESTER           | USD  | 1,199,187.91  | (1,172,149.76) | 27,038.15    |
| 2169 | USNY075723 | 95 N FITZHUGH STREET           | ROCHESTER           | USD  | 10,001.00     | (683.28)       | 9,317.72     |
| 2169 | USNY075723 | 95 N FITZHUGH STREET           | ROCHESTER           | USD  | 857,888.35    | (244,578.94)   | 613,309.41   |
| 2169 | USNY075723 | 95 N FITZHUGH STREET           | ROCHESTER           | USD  | 10,329.21     | (7,790.90)     | 2,538.31     |
| 2169 | USNY075723 | 95 N FITZHUGH STREET           | ROCHESTER           | USD  | 11,423,342.14 | (5,040,602.88) | 6,382,739.26 |
| 2169 | USNY075726 | NY FCR CUSTOM WORK             | ROCHESTER           | USD  | 4,143.85      | (979.56)       | 3,164.29     |
| 2169 | USNY075726 | NY FCR CUSTOM WORK             | ROCHESTER           | USD  | 418,259.35    | (153,619.93)   | 264,639.42   |
| 2169 | USNY075728 | ROCHESTER NY 3 CITY CENTER     | ROCHESTER           | USD  | -             | -              | -            |
| 2169 | USNY075729 | "ROCHESTER, BHTL RD, BRIGHTON" | ROCHESTER           | USD  | -             | -              | -            |
| 2169 | USNY075730 | "ROCHESTER, NY FIT LOCATION"   | ROCHESTER           | USD  | 12,820.69     | (3,263.92)     | 9,556.77     |
| 2169 | USNY075730 | "ROCHESTER, NY FIT LOCATION"   | ROCHESTER           | USD  | 33,082.59     | (21,897.93)    | 11,184.66    |
| 2169 | USNY075730 | "ROCHESTER, NY FIT LOCATION"   | ROCHESTER           | USD  | 173.36        | (71.72)        | 101.64       |
| 2169 | USNY075730 | "ROCHESTER, NY FIT LOCATION"   | ROCHESTER           | USD  | 606,444.77    | (606,444.77)   | -            |
| 2169 | USNY075730 | "ROCHESTER, NY FIT LOCATION"   | ROCHESTER           | USD  | 1,444,613.34  | (653,066.25)   | 791,547.09   |
| 2169 | USNY075730 | "ROCHESTER, NY FIT LOCATION"   | ROCHESTER           | USD  | 1.84          | (0.76)         | 1.08         |
| 2169 | USNY076101 | 33 PRECISION DRIVE             | SHIRLEY             | USD  | 2,655.61      | (288.17)       | 2,367.44     |
| 2169 | USNY076101 | 33 PRECISION DRIVE             | SHIRLEY             | USD  | 17,746.80     | (3,834.07)     | 13,912.73    |
| 2169 | USNY076101 | 33 PRECISION DRIVE             | SHIRLEY             | USD  | 9,232.41      | (1,886.95)     | 7,345.46     |
| 2169 | USNY076101 | 33 PRECISION DRIVE             | SHIRLEY             | USD  | 22,043.77     | (8,100.39)     | 13,943.38    |
| 2169 | USNY076101 | 33 PRECISION DRIVE             | SHIRLEY             | USD  | 6,601.59      | (1,052.64)     | 5,548.95     |
| 2169 | USNY076101 | 33 PRECISION DRIVE             | SHIRLEY             | USD  | 52,628.93     | (3,244.25)     | 49,384.68    |
| 2169 | USNY076101 | 33 PRECISION DRIVE             | SHIRLEY             | USD  | 2,392.74      | (624.40)       | 1,768.34     |
| 2169 | USNY076101 | 33 PRECISION DRIVE             | SHIRLEY             | USD  | 2,767,769.59  | (352,849.85)   | 2,414,919.74 |
| 2169 | USNY076101 | 33 PRECISION DRIVE             | SHIRLEY             | USD  | -             | -              | -            |
| 2169 | USNY076101 | 33 PRECISION DRIVE             | SHIRLEY             | USD  | -             | -              | -            |
| 2169 | USNY076101 | 33 PRECISION DRIVE             | SHIRLEY             | USD  | -             | -              | -            |
| 2169 | USNY076201 | "SPRING VALLEY, NY"            | SPRING VALLEY       | USD  | 3,540.81      | (837.04)       | 2,703.77     |
| 2169 | USNY076301 | 309 BRADLEY AVENUE             | STATEN ISLAND       | USD  | 36.88         | (30.51)        | 6.37         |
| 2169 | USNY076302 | 7 TELEPORT DRIVE               | STATEN ISLAND       | USD  | 403.87        | (148.51)       | 255.36       |
| 2169 | USNY076501 | 6700 OLD COLLAMER RD           | SYRACUSE            | USD  | 352.24        | (83.27)        | 268.97       |
| 2169 | USNY076502 | "109 S WARREN ST,STATE TOWER10 | SYRACUSE            | USD  | 95,290.17     | (24,090.25)    | 71,199.92    |
| 2169 | USNY076502 | "109 S WARREN ST,STATE TOWER10 | SYRACUSE            | USD  | 82.99         | (30.51)        | 52.48        |
| 2169 | USNY076502 | "109 S WARREN ST,STATE TOWER10 | SYRACUSE            | USD  | 9,681.90      | (6,408.62)     | 3,273.28     |
| 2169 | USNY076502 | "109 S WARREN ST,STATE TOWER10 | SYRACUSE            | USD  | 48,444.53     | (14,201.61)    | 34,242.92    |
| 2169 | USNY076505 | 109 S. WARREN STREET           | SYRACUSE            | USD  | 2,747.82      | (1,515.69)     | 1,232.13     |
| 2169 | USNY076601 | 530 GRAND ISLAND BLVD          | TONAWANDA           | USD  | 20.29         | (20.29)        | -            |
| 2169 | USNY076901 | 75 ORANGE AVE                  | WALDEN              | USD  | 898.12        | (368.62)       | 529.50       |
| 2169 | USNY077201 | 94 SUNPATCH ROAD               | WASSIAC             | USD  | 464.73        | (170.90)       | 293.83       |
| 2169 | USNY077501 | 2410 NORTH AMERICA DRIVE       | WEST SENECA         | USD  | 630.70        | (231.93)       | 398.77       |
| 2169 | USNY077701 | 1150 WEHRLE DRIVE              | WILLIAMSVILLE       | USD  | 7.38          | (7.38)         | -            |
| 2169 | USNY077702 | 2451 WEHRLE DRIVE              | WILLIAMSVILLE       | USD  | 31.35         | (31.35)        | -            |
| 2169 | USOH077901 | "526 CANTON ROAD, ROOM 208"    | AKRON               | USD  | 66.39         | (66.39)        | -            |
| 2169 | USOH077903 | 441 KENNEDY ROAD               | AKRON               | USD  | 95.90         | (79.35)        | 16.55        |
| 2169 | USOH077904 | 440 GRANT STREET               | AKRON               | USD  | 114.34        | (63.08)        | 51.26        |
| 2169 | USOH078001 | 2250 S UNION                   | ALLIANCE            | USD  | 18.44         | (18.44)        | -            |
| 2169 | USOH078002 | 2500 WEST STATE, SUITE 84      | ALLIANCE            | USD  | 202.86        | (111.90)       | 90.96        |
| 2169 | USOH078003 | 1805 W. STATE STREET           | ALLIANCE            | USD  | 366.99        | (134.96)       | 232.03       |
| 2169 | USOH078101 | 5533 MAHONING AVENUE           | AUSTIN TOWER CENTER | USD  | 25.82         | (25.82)        | -            |
| 2169 | USOH078201 | 37190 COLORADO AVENUE          | AVON                | USD  | 180.73        | (85.46)        | 95.27        |
| 2169 | USOH078301 | 480 TUSCARAWAS AVE WEST        | BARBERTON           | USD  | 70.08         | (70.08)        | -            |
| 2169 | USOH078401 | 6753 CHESTNUT RIDGE ROAD       | BEACH CITY          | USD  | 241.59        | (88.85)        | 152.74       |
| 2169 | USOH078501 | 26150 RICHMOND RD.             | BEDFORD HEIGHTS     | USD  | 29.51         | (19.53)        | 9.98         |
| 2169 | USOH078502 | 5198 RICHMOND ROAD             | BEDFORD HEIGHTS     | USD  | 105.12        | (57.98)        | 47.14        |
| 2169 | USOH078601 | 3659 S. GREEN ROAD, SUITE 322  | BEECHWOOD           | USD  | 287.69        | (136.02)       | 151.67       |
| 2169 | USOH078602 | 24800 HIGHPOINT ROAD           | BEECHWOOD           | USD  | 272.94        | (100.38)       | 172.56       |
| 2169 | USOH078701 | 4100 BRIMFIELD PLAZA           | BRIMFIELD           | USD  | 14.75         | (14.13)        | 0.62         |
| 2169 | USOH078801 | 3864 CENTER ROAD               | BRUNSWICK           | USD  | 38.73         | (38.73)        | -            |
| 2169 | USOH078901 | 400 WHEELING AVENUE            | CAMBRIDGE           | USD  | 59.01         | (32.55)        | 26.46        |
| 2169 | USOH079001 | 4041 BATTON, 2ND FLR, RM 208   | CANTON              | USD  | 29.51         | (29.51)        | -            |
| 2169 | USOH079002 | 5399 LAUBY RD STE 230          | CANTON              | USD  | 101.43        | (67.14)        | 34.29        |
| 2169 | USOH079003 | 4450 BELDEN VILLAGE AVE. NW    | CANTON              | USD  | 156.75        | (74.10)        | 82.65        |
| 2169 | USOH079102 | "CINCINNATI, OH"               | CINCINNATI          | USD  | 1,643.00      | (5.58)         | 1,637.42     |
| 2169 | USOH079102 | "CINCINNATI, OH"               | CINCINNATI          | USD  | 728.22        | (6.18)         | 722.04       |
| 2169 | USOH079102 | "CINCINNATI, OH"               | CINCINNATI          | USD  | -             | -              | -            |
| 2169 | USOH079102 | "CINCINNATI, OH"               | CINCINNATI          | USD  | -             | -              | -            |
| 2169 | USOH079103 | 4010 EXECUTIVE PARK DR STE 208 | CINCINNATI          | USD  | -             | -              | -            |
| 2169 | USOH079103 | 4010 EXECUTIVE PARK DR STE 208 | CINCINNATI          | USD  | -             | -              | -            |
| 2169 | USOH079103 | 4010 EXECUTIVE PARK DR STE 208 | CINCINNATI          | USD  | -             | -              | -            |
| 2169 | USOH079104 | 425 WALNUT STREET              | CINCINNATI          | USD  | 1.84          | (1.84)         | -            |
| 2169 | USOH079105 | 3091 GALBRAITH RD              | CINCINNATI          | USD  | 9.21          | (9.21)         | -            |
| 2169 | USOH079106 | 7205 CENTRAL AVENUE            | CINCINNATI          | USD  | 5.53          | (5.53)         | -            |
| 2169 | USOH079107 | 2503 SPRING GROVE AVENUE       | CINCINNATI          | USD  | 75.61         | (50.04)        | 25.57        |
| 2169 | USOH079108 | 7875 MONTGOMERY ROAD           | CINCINNATI          | USD  | 313.51        | (207.51)       | 106.00       |
| 2169 | USOH079109 | 730 TRICOUNTY PKWY.            | CINCINNATI          | USD  | 213.92        | (78.67)        | 135.25       |
| 2169 | USOH079203 | 1127 EUCLID AVE, STE 1400      | CLEVELAND           | USD  | -             | -              | -            |
| 2169 | USOH079203 | 1127 EUCLID AVE, STE 1400      | CLEVELAND           | USD  | 8,046.11      | (4,440.70)     | 3,605.41     |
| 2169 | USOH079204 | 12380 PLAZA DRIVE              | CLEVELAND           | USD  | 376.21        | (207.52)       | 168.69       |
| 2169 | USOH079205 | 13570 EUCLID AVENUE            | CLEVELAND           | USD  | 180.73        | (85.46)        | 95.27        |
| 2169 | USOH079206 | 1375 EAST 9TH STREET           | CLEVELAND           | USD  | 224.99        | (82.74)        | 142.25       |
| 2169 | USOH079208 | 1621 EUCLID AVE                | CLEVELAND           | USD  | 388,882.27    | (108,474.86)   | 280,407.41   |
| 2169 | USOH079208 | 1621 EUCLID AVE                | CLEVELAND           | USD  | 308,138.12    | (261,367.61)   | 46,770.51    |

TRADEMARK

REEL: 003737 FRAME: 0131

| CoCd | Location   | Street Address                 | City              | Crcy | Current APC  | Accumul. dep.  | Curr.bk.val. |
|------|------------|--------------------------------|-------------------|------|--------------|----------------|--------------|
| 2169 | USOH079208 | 1621 EUCLID AVE                | CLEVELAND         | USD  | 32,774.53    | (22,456.02)    | 10,318.51    |
| 2169 | USOH079208 | 1621 EUCLID AVE                | CLEVELAND         | USD  | 5,842.35     | (3,762.76)     | 2,079.59     |
| 2169 | USOH079208 | 1621 EUCLID AVE                | CLEVELAND         | USD  | 169,567.15   | (56,366.82)    | 113,220.33   |
| 2169 | USOH079208 | 1621 EUCLID AVE                | CLEVELAND         | USD  | 11,476.24    | (10,863.49)    | 612.75       |
| 2169 | USOH079208 | 1621 EUCLID AVE                | CLEVELAND         | USD  | 20,951.72    | (4,442.89)     | 16,508.83    |
| 2169 | USOH079208 | 1621 EUCLID AVE                | CLEVELAND         | USD  | 32,187.92    | (2,108.59)     | 30,079.33    |
| 2169 | USOH079208 | 1621 EUCLID AVE                | CLEVELAND         | USD  | 80,107.26    | (38,801.68)    | 41,305.58    |
| 2169 | USOH079208 | 1621 EUCLID AVE                | CLEVELAND         | USD  | 45,483.53    | (12,461.24)    | 33,022.29    |
| 2169 | USOH079208 | 1621 EUCLID AVE                | CLEVELAND         | USD  | 14,557.05    | (9.57)         | 14,547.48    |
| 2169 | USOH079208 | 1621 EUCLID AVE                | CLEVELAND         | USD  | 4,185,921.77 | (1,509,717.41) | 2,676,204.36 |
| 2169 | USOH079208 | 1621 EUCLID AVE                | CLEVELAND         | USD  | -            | -              | -            |
| 2169 | USOH079208 | 1621 EUCLID AVE                | CLEVELAND         | USD  | -            | -              | -            |
| 2169 | USOH079208 | 1621 EUCLID AVE                | CLEVELAND         | USD  | -            | -              | -            |
| 2169 | USOH079208 | 1621 EUCLID AVE                | CLEVELAND         | USD  | -            | -              | -            |
| 2169 | USOH079208 | 1621 EUCLID AVE                | CLEVELAND         | USD  | -            | -              | -            |
| 2169 | USOH079209 | 5667 SCHAAF ROAD               | CLEVELAND         | USD  | 365.15       | (165.45)       | 199.70       |
| 2169 | USOH079210 | 5705 VALLEY BELT ROAD          | CLEVELAND         | USD  | 3.68         | (3.68)         | -            |
| 2169 | USOH079211 | 8000 HUB PARKWAY               | CLEVELAND         | USD  | 289.53       | (106.47)       | 183.06       |
| 2169 | USOH079301 | 2150 LEE ROAD                  | CLEVELAND HEIGHTS | USD  | 132.78       | (73.24)        | 59.54        |
| 2169 | USOH079401 | 2500 CORPORATE EXCHANGE ST 250 | COLUMBUS          | USD  | -            | -              | -            |
| 2169 | USOH079401 | 2500 CORPORATE EXCHANGE ST 250 | COLUMBUS          | USD  | -            | -              | -            |
| 2169 | USOH079401 | 2500 CORPORATE EXCHANGE ST 250 | COLUMBUS          | USD  | -            | -              | -            |
| 2169 | USOH079401 | 2500 CORPORATE EXCHANGE ST 250 | COLUMBUS          | USD  | -            | -              | -            |
| 2169 | USOH079403 | 3001 BETHEL ROAD, STE. 115     | COLUMBUS          | USD  | 70.08        | (38.65)        | 31.43        |
| 2169 | USOH079404 | 330 W SPRINT STREET            | COLUMBUS          | USD  | 815.12       | (443.22)       | 371.90       |
| 2169 | USOH079405 | 355 EAST CAMPUS VIEW BLVD      | COLUMBUS          | USD  | 4,352.24     | (1,047.55)     | 3,304.69     |
| 2169 | USOH079405 | 355 EAST CAMPUS VIEW BLVD      | COLUMBUS          | USD  | 929.46       | (669.71)       | 259.75       |
| 2169 | USOH079405 | 355 EAST CAMPUS VIEW BLVD      | COLUMBUS          | USD  | 16,735.82    | (7,068.37)     | 9,667.45     |
| 2169 | USOH079405 | 355 EAST CAMPUS VIEW BLVD      | COLUMBUS          | USD  | 196,317.04   | (20,495.86)    | 175,821.18   |
| 2169 | USOH079405 | 355 EAST CAMPUS VIEW BLVD      | COLUMBUS          | USD  | 151.21       | (151.21)       | -            |
| 2169 | USOH079405 | 355 EAST CAMPUS VIEW BLVD      | COLUMBUS          | USD  | 3,054.88     | (1,212.19)     | 1,842.69     |
| 2169 | USOH079405 | 355 EAST CAMPUS VIEW BLVD      | COLUMBUS          | USD  | -            | -              | -            |
| 2169 | USOH079405 | 355 EAST CAMPUS VIEW BLVD      | COLUMBUS          | USD  | 1,677,526.43 | (618,624.53)   | 1,058,901.90 |
| 2169 | USOH079405 | 355 EAST CAMPUS VIEW BLVD      | COLUMBUS          | USD  | -            | -              | -            |
| 2169 | USOH079406 | 376 W. BROAD STREET            | COLUMBUS          | USD  | 1,550.00     | (5.27)         | 1,544.73     |
| 2169 | USOH079406 | 376 W. BROAD STREET            | COLUMBUS          | USD  | 687.00       | (5.83)         | 681.17       |
| 2169 | USOH079406 | 376 W. BROAD STREET            | COLUMBUS          | USD  | -            | -              | -            |
| 2169 | USOH079406 | 376 W. BROAD STREET            | COLUMBUS          | USD  | -            | -              | -            |
| 2169 | USOH079407 | 5005 LOCKBOURNE ROAD           | COLUMBUS          | USD  | 55.33        | (55.33)        | -            |
| 2169 | USOH079407 | 5005 LOCKBOURNE ROAD           | COLUMBUS          | USD  | 610.42       | (336.71)       | 273.71       |
| 2169 | USOH079408 | 5736 KATHY RUN LANE            | COLUMBUS          | USD  | 86.68        | (57.38)        | 29.30        |
| 2169 | USOH079409 | 700 CHILDREN'S DRIVE           | COLUMBUS          | USD  | 11.04        | (11.04)        | -            |
| 2169 | USOH079410 | 800 EAST BROAD ST              | COLUMBUS          | USD  | 18.44        | (18.44)        | -            |
| 2169 | USOH079411 | BORDENT BLDG. 180 E BROAD ST   | COLUMBUS          | USD  | 27.66        | (27.66)        | -            |
| 2169 | USOH079413 | ONE RIVERSIDE PLAZA, 5TH FLOOR | COLUMBUS          | USD  | 324.57       | (119.35)       | 205.22       |
| 2169 | USOH079501 | 3636 COPLEY, STE 201           | COPLEY            | USD  | 22.13        | (22.13)        | -            |
| 2169 | USOH079502 | 3573 COPLEY ROAD, SUITE 102    | COPLEY            | USD  | 291.38       | (107.15)       | 184.23       |
| 2169 | USOH079601 | 2110 KENT AVE                  | CUYAHOGA FALLS    | USD  | 20.29        | (20.29)        | -            |
| 2169 | USOH079602 | 205 W PORTAGE TRAIL            | CUYAHOGA FALLS    | USD  | 25.82        | (25.82)        | -            |
| 2169 | USOH079603 | 1405 MAIN STREET               | CUYAHOGA FALLS    | USD  | 307.97       | (169.86)       | 138.11       |
| 2169 | USOH079701 | 10 WEST 2ND STREET             | DAYTON            | USD  | 352.23       | (129.54)       | 222.69       |
| 2169 | USOH079702 | 1240 MCCOOK AVE                | DAYTON            | USD  | 59.01        | (39.05)        | 19.96        |
| 2169 | USOH079703 | 130 WEST SECOND ST             | DAYTON            | USD  | 178.88       | (148.01)       | 30.87        |
| 2169 | USOH079703 | 130 WEST SECOND ST             | DAYTON            | USD  | 1,368.38     | (754.79)       | 613.59       |
| 2169 | USOH079703 | 130 WEST SECOND ST             | DAYTON            | USD  | 16.60        | (16.60)        | -            |
| 2169 | USOH079703 | 130 WEST SECOND ST             | DAYTON            | USD  | 14.76        | (14.76)        | -            |
| 2169 | USOH079704 | 2543 N. DIXIE HWY              | DAYTON            | USD  | 1,643.00     | (5.58)         | 1,637.42     |
| 2169 | USOH079704 | 2543 N. DIXIE HWY              | DAYTON            | USD  | 846.25       | (55.00)        | 791.25       |
| 2169 | USOH079704 | 2543 N. DIXIE HWY              | DAYTON            | USD  | -            | -              | -            |
| 2169 | USOH079704 | 2543 N. DIXIE HWY              | DAYTON            | USD  | -            | -              | -            |
| 2169 | USOH079801 | 105 CLEVELAND RD. SUITE 204    | ELYRIA            | USD  | 9.21         | (9.21)         | -            |
| 2169 | USOH079901 | 7100 DIXIE HWY                 | FAIRFIELD         | USD  | 5.52         | (5.52)         | -            |
| 2169 | USOH080001 | 5200 TEWART ROAD SUITE ""F""   | FRANKLIN          | USD  | -            | -              | -            |
| 2169 | USOH080001 | 5200 TEWART ROAD SUITE ""F""   | FRANKLIN          | USD  | -            | -              | -            |
| 2169 | USOH080001 | 5200 TEWART ROAD SUITE ""F""   | FRANKLIN          | USD  | 132.77       | (132.77)       | -            |
| 2169 | USOH080001 | 5200 TEWART ROAD SUITE ""F""   | FRANKLIN          | USD  | 49.79        | (48.21)        | 1.58         |
| 2169 | USOH080101 | HURON-TAYLOR AVE & BOGART RD   | HURON             | USD  | 1,550.00     | (5.27)         | 1,544.73     |
| 2169 | USOH080101 | HURON-TAYLOR AVE & BOGART RD   | HURON             | USD  | 687.00       | (5.83)         | 681.17       |
| 2169 | USOH080101 | HURON-TAYLOR AVE & BOGART RD   | HURON             | USD  | -            | -              | -            |
| 2169 | USOH080101 | HURON-TAYLOR AVE & BOGART RD   | HURON             | USD  | -            | -              | -            |
| 2169 | USOH080201 | 6155 ROCKSIDE ROAD             | INDEPENDENCE      | USD  | -            | -              | -            |
| 2169 | USOH080201 | 6155 ROCKSIDE ROAD             | INDEPENDENCE      | USD  | 3.68         | (3.68)         | -            |
| 2169 | USOH080201 | 6155 ROCKSIDE ROAD             | INDEPENDENCE      | USD  | 206.54       | (206.54)       | -            |
| 2169 | USOH080201 | 6155 ROCKSIDE ROAD             | INDEPENDENCE      | USD  | 55.31        | (55.31)        | -            |
| 2169 | USOH080201 | 6155 ROCKSIDE ROAD             | INDEPENDENCE      | USD  | -            | -              | -            |
| 2169 | USOH080201 | 6155 ROCKSIDE ROAD             | INDEPENDENCE      | USD  | -            | -              | -            |
| 2169 | USOH080202 | 5005 ROCKSIDE ROAD             | INDEPENDENCE      | USD  | 662.06       | (243.46)       | 418.60       |
| 2169 | USOH080301 | 1480 SOUTH WATER STREET        | KENT              | USD  | 105.12       | (57.98)        | 47.14        |
| 2169 | USOH080401 | 1406 WESTWOOD AVE              | LAKEWOOD          | USD  | 27.66        | (27.66)        | -            |
| 2169 | USOH080402 | 14725 DEROIT AVENUE            | LAKEWOOD          | USD  | 280.32       | (103.09)       | 177.23       |
| 2169 | USOH080501 | 29 SOUTH ILLINOIS, SUITE A     | MANSFIELD         | USD  | 23.98        | (23.98)        | -            |
| 2169 | USOH080701 | 427 GROSVENOR DRIVE            | MASSILLION        | USD  | 86.68        | (57.38)        | 29.30        |
| 2169 | USOH080801 | 1705 INDIANWOOD CIRCLE 85029   | MAUMEE            | USD  | 289.53       | (289.53)       | -            |
| 2169 | USOH080801 | 1705 INDIANWOOD CIRCLE 85029   | MAUMEE            | USD  | 1.84         | (1.84)         | -            |
| 2169 | USOH080901 | 2 PRESTIGE PLACE, SUITE 340    | MIAMISBURG        | USD  | 47.95        | (39.68)        | 8.27         |
| 2169 | USOH081001 | 8282 MIDDLEBRANCH ROAD         | MIDDLEBRANCH      | USD  | 103.27       | (56.95)        | 46.32        |
| 2169 | USOH081101 | 7123 PEARL RD.                 | MIDDLEBURG HTS.   | USD  | 472.11       | (173.59)       | 298.52       |
| 2169 | USOH081201 | 6393 MANCHESTER SUITE F        | MIDDLETOWN        | USD  | -            | -              | -            |
| 2169 | USOH081202 | 931 JEANETTE AVENUE            | MIDDLETOWN        | USD  | 55.33        | (36.63)        | 18.70        |
| 2169 | USOH081501 | 66420 BELMONT-MORRISTOWN       | MORRISTOWN        | USD  | 483.18       | (250.77)       | 232.41       |
| 2169 | USOH081601 | "MT. GILEAD, OH"               | MT. GILEAD        | USD  | 1,550.00     | (5.27)         | 1,544.73     |
| 2169 | USOH081601 | "MT. GILEAD, OH"               | MT. GILEAD        | USD  | 687.00       | (5.83)         | 681.17       |
| 2169 | USOH081601 | "MT. GILEAD, OH"               | MT. GILEAD        | USD  | -            | -              | -            |
| 2169 | USOH081601 | "MT. GILEAD, OH"               | MT. GILEAD        | USD  | -            | -              | -            |
| 2169 | USOH081701 | "NEW LONDON, OH"               | NEW LONDON        | USD  | 1,550.00     | (5.27)         | 1,544.73     |

TRADEMARK

REEL: 003737 FRAME: 0132



| CoCd | Location   | Street Address                 | City                 | Crcy | Current APC | Accumul. dep. | Curr.bk.val. |
|------|------------|--------------------------------|----------------------|------|-------------|---------------|--------------|
| 2169 | USOH081701 | "NEW LONDON, OH"               | NEW LONDON           | USD  | 687.00      | (5.83)        | 681.17       |
| 2169 | USOH081701 | "NEW LONDON, OH"               | NEW LONDON           | USD  | -           | -             | -            |
| 2169 | USOH081701 | "NEW LONDON, OH"               | NEW LONDON           | USD  | -           | -             | -            |
| 2169 | USOH081801 | 515 WEST HIGH AVE              | NEW PHILADELPHIA     | USD  | 18.42       | (16.56)       | 1.86         |
| 2169 | USOH081802 | 113 HIGH STREET                | NEW PHILADELPHIA     | USD  | 106.96      | (76.41)       | 30.55        |
| 2169 | USOH081901 | 195 UNION STREET               | NEWARK               | USD  | 35.04       | (35.04)       | -            |
| 2169 | USOH082001 | 7215 WHIPPLE AVE N.W.          | NORTH CANTON         | USD  | 23.97       | (23.35)       | 0.62         |
| 2169 | USOH082002 | 4535 STRAUSSER N.W.            | NORTH CANTON         | USD  | 175.19      | (117.21)      | 57.98        |
| 2169 | USOH082003 | 7800 WHIPPLE AVENUE            | NORTH CANTON         | USD  | 142.00      | (88.50)       | 53.50        |
| 2169 | USOH082101 | 13375 B. NATIONAL ROAD         | REYNOLDSBURG         | USD  | -           | -             | -            |
| 2169 | USOH082201 | 3185 COLUMBIA RD.              | RICHFIELD            | USD  | 101.43      | (67.14)       | 34.29        |
| 2169 | USOH082301 | 20600 CHAGRIN BLVD             | SHAKER HEIGHTS       | USD  | 12.91       | (12.91)       | -            |
| 2169 | USOH082501 | 29999 SOLON INDUSTRIAL PKWY    | SOLON                | USD  | 1.84        | (1.84)        | -            |
| 2169 | USOH082502 | 6230 COCHRAN ROAD              | SOLON                | USD  | 5.53        | (5.53)        | -            |
| 2169 | USOH082601 | "SPRINGFIELD, OH"              | SPRINGFIELD          | USD  | 1,550.00    | (5.27)        | 1,544.73     |
| 2169 | USOH082601 | "SPRINGFIELD, OH"              | SPRINGFIELD          | USD  | 687.00      | (5.83)        | 681.17       |
| 2169 | USOH082601 | "SPRINGFIELD, OH"              | SPRINGFIELD          | USD  | -           | -             | -            |
| 2169 | USOH082701 | 4137 HUDSON DRIVE              | STOW                 | USD  | 95.90       | (95.90)       | -            |
| 2169 | USOH082801 | "1000 REGENCY CT,BLDG1,STE. 20 | TOLEDO               | USD  | -           | -             | -            |
| 2169 | USOH082801 | "1000 REGENCY CT,BLDG1,STE. 20 | TOLEDO               | USD  | -           | -             | -            |
| 2169 | USOH082801 | "1000 REGENCY CT,BLDG1,STE. 20 | TOLEDO               | USD  | -           | -             | -            |
| 2169 | USOH082802 | 1812 SYLVANIA AVE.             | TOLEDO               | USD  | 875.98      | (467.53)      | 408.45       |
| 2169 | USOH082803 | 2400 N REYNOLDS RD SUITE D     | TOLEDO               | USD  | 372.52      | (372.52)      | -            |
| 2169 | USOH082804 | 245 N SUMMIT SUITE 1210        | TOLEDO               | USD  | 3.69        | (3.69)        | -            |
| 2169 | USOH082805 | 4271 MONROE STREET             | TOLEDO               | USD  | 3,409.88    | (1,259.00)    | 2,150.88     |
| 2169 | USOH082806 | 4755 SOUTH AVENUE              | TOLEDO               | USD  | 311.66      | (114.61)      | 197.05       |
| 2169 | USOH082807 | 500 HOBART STREET              | TOLEDO               | USD  | 1,550.00    | (5.27)        | 1,544.73     |
| 2169 | USOH082807 | 500 HOBART STREET              | TOLEDO               | USD  | 687.00      | (5.83)        | 681.17       |
| 2169 | USOH082807 | 500 HOBART STREET              | TOLEDO               | USD  | -           | -             | -            |
| 2169 | USOH082807 | 500 HOBART STREET              | TOLEDO               | USD  | -           | -             | -            |
| 2169 | USOH082808 | 5151 MONROE STREET             | TOLEDO               | USD  | 134.63      | (99.09)       | 35.54        |
| 2169 | USOH082809 | 5225 SECOR ROAD, #10           | TOLEDO               | USD  | 861.22      | (407.19)      | 454.03       |
| 2169 | USOH082810 | 5241 SECOR ROAD                | TOLEDO               | USD  | 116.18      | (48.06)       | 68.12        |
| 2169 | USOH082811 | 9271 MONROE STREET             | TOLEDO               | USD  | 14.74       | (14.12)       | 0.62         |
| 2169 | USOH082901 | 3777 BOETTTLER OAKS            | UNIONTOWN            | USD  | 77.46       | (51.27)       | 26.19        |
| 2169 | USOH083001 | 1360 REIMERS RD                | WADSWORTH            | USD  | 298.76      | (109.87)      | 188.89       |
| 2169 | USOH083101 | 24331-A MILES ROAD             | WARRENSVILLE HEIGHTS | USD  | 221.30      | (122.08)      | 99.22        |
| 2169 | USOH083201 | 403 WEST MAIN STREET           | WESTERVILLE          | USD  | 5.53        | (5.53)        | -            |
| 2169 | USOH083202 | "4079 EXECUTIVE PKWY, SUITE 10 | WESTERVILLE          | USD  | 182.57      | (67.14)       | 115.43       |
| 2169 | USOH083301 | 2001 CROCKER RD STE 500        | WESTLAKE             | USD  | 9.22        | (7.63)        | 1.59         |
| 2169 | USOH083401 | 7720 RIVERS EDGE               | WORTHINGTON          | USD  | 14.76       | (14.76)       | -            |
| 2169 | USOH083402 | 100 OLD WEST WILSON BRIDGE RD. | WORTHINGTON          | USD  | 215.77      | (79.34)       | 136.43       |
| 2169 | USOH083502 | 4822 MARKET STREET             | YOUNGSTOWN           | USD  | 1.84        | (1.84)        | -            |
| 2169 | USOH083601 | 1306 BRANDYWINE BLVD.          | ZANESVILLE           | USD  | 59.01       | (32.55)       | 26.46        |
| 2169 | USOH083602 | 3401 E PIKE                    | ZANESVILLE           | USD  | 36.88       | (36.88)       | -            |
| 2169 | USOK084001 | 4325 SW 21ST STREET            | OKLAHOMA CITY        | USD  | 20,265.69   | (5,552.24)    | 14,713.45    |
| 2169 | USOK084001 | 4325 SW 21ST STREET            | OKLAHOMA CITY        | USD  | 9.22        | (9.22)        | -            |
| 2169 | USOK084002 | "4141 NW EXPRESSWAY, SUITE 330 | OKLAHOMA CITY        | USD  | 3,835.45    | (408.40)      | 3,427.05     |
| 2169 | USOK084002 | "4141 NW EXPRESSWAY, SUITE 330 | OKLAHOMA CITY        | USD  | 118.03      | (65.10)       | 52.93        |
| 2169 | USOK084003 | 620 SOUTH SANTA FE             | OKLAHOMA CITY        | USD  | 272.93      | (99.37)       | 173.56       |
| 2169 | USOK084003 | 620 SOUTH SANTA FE             | OKLAHOMA CITY        | USD  | 7,686.51    | (3,179.92)    | 4,506.59     |
| 2169 | USOK084004 | 2524 S.E. 15TH ST.             | OKLAHOMA CITY        | USD  | 359.61      | (132.25)      | 227.36       |
| 2169 | USOK084401 | 419 EAST 1ST STREET            | TULSA                | USD  | 20,341.88   | (5,573.12)    | 14,768.76    |
| 2169 | USOK084401 | 419 EAST 1ST STREET            | TULSA                | USD  | 3,597.66    | (425.56)      | 3,172.10     |
| 2169 | USOK084401 | 419 EAST 1ST STREET            | TULSA                | USD  | 14.75       | (3.48)        | 11.27        |
| 2169 | USOK084401 | 419 EAST 1ST STREET            | TULSA                | USD  | -           | -             | -            |
| 2169 | USOR084701 | 9605 SW NIMBUS AVENUE          | BEAVERTON            | USD  | 153.07      | (84.44)       | 68.63        |
| 2169 | USOR084802 | 1760 E. 13TH STREET            | EUGENE               | USD  | 195.49      | (107.83)      | 87.66        |
| 2169 | USOR084901 | 4225 NORTH RIVER ROAD          | KEIZER               | USD  | 114.34      | (75.69)       | 38.65        |
| 2169 | USOR084902 | "379 RIVER ROAD NORTH, STE. C" | KEIZER               | USD  | 743.20      | (273.30)      | 469.90       |
| 2169 | USOR085001 | 4900 SW MEADOWS ROAD           | LAKE OSWEGO          | USD  | -           | -             | -            |
| 2169 | USOR085001 | 4900 SW MEADOWS ROAD           | LAKE OSWEGO          | USD  | -           | -             | -            |
| 2169 | USOR085101 | 3280 NE RIVERGATE RD           | MCMINNVILLE          | USD  | 359.61      | (132.25)      | 227.36       |
| 2169 | USOR085201 | 1040 CRATER LAKE AVE SUITE A   | MEDFORD              | USD  | 44.26       | (36.62)       | 7.64         |
| 2169 | USOR085301 | "7303 SE LAKE ROAD, 1ST FLOOR" | MILWAUKEE            | USD  | 7.37        | (7.37)        | -            |
| 2169 | USOR085302 | 11049 S. EAST 21ST STREET      | MILWAUKEE            | USD  | 221.30      | (104.63)      | 116.67       |
| 2169 | USOR085401 | "4500 SW KRUSE WAY, SUITE 100" | OSWEGO               | USD  | 71.92       | (47.61)       | 24.31        |
| 2169 | USOR085501 | "1 SW COLUMBIA STREET, STE 730 | PORTLAND             | USD  | 256.34      | (94.25)       | 162.09       |
| 2169 | USOR085502 | 10101 SW BARBOUR ST.           | PORTLAND             | USD  | 5.53        | (5.53)        | -            |
| 2169 | USOR085503 | "11 SW 5TH STREET, SUITE 811"  | PORTLAND             | USD  | 2,010.15    | (1,663.19)    | 346.96       |
| 2169 | USOR085503 | "11 SW 5TH STREET, SUITE 811"  | PORTLAND             | USD  | 248.96      | (102.99)      | 145.97       |
| 2169 | USOR085504 | 1100 NW MURRAY ROAD            | PORTLAND             | USD  | 588.29      | (246.53)      | 341.76       |
| 2169 | USOR085505 | 111 SW 5TH STREET SUITE 811    | PORTLAND             | USD  | 64.54       | (56.27)       | 8.27         |
| 2169 | USOR085505 | 111 SW 5TH STREET SUITE 811    | PORTLAND             | USD  | -           | -             | -            |
| 2169 | USOR085505 | 111 SW 5TH STREET SUITE 811    | PORTLAND             | USD  | 3,288.19    | (2,356.00)    | 932.19       |
| 2169 | USOR085506 | 11815 NE GLEN WIDING DR.       | PORTLAND             | USD  | 272.94      | (150.56)      | 122.38       |
| 2169 | USOR085507 | 12790 SE STARK 1ST FLR STE 108 | PORTLAND             | USD  | 9.22        | (9.22)        | -            |
| 2169 | USOR085508 | 14333 NE SANDY BLVD            | PORTLAND             | USD  | 79.30       | (52.49)       | 26.81        |
| 2169 | USOR085509 | "15055 SW SEQUOIA PKWY, STE 12 | PORTLAND             | USD  | 287.69      | (105.79)      | 181.90       |
| 2169 | USOR085510 | "15895 SW 72ND AVE, STE 200"   | PORTLAND             | USD  | 84.83       | (56.15)       | 28.68        |
| 2169 | USOR085511 | 2020 LLOYD CENTER 75106        | PORTLAND             | USD  | 5.52        | (4.90)        | 0.62         |
| 2169 | USOR085512 | "2204 NORTH CLARK AVE, 1ST FLR | PORTLAND             | USD  | 154.91      | (85.46)       | 69.45        |
| 2169 | USOR085513 | 2940 SE DELMONT STE B4C        | PORTLAND             | USD  | 71.92       | (47.61)       | 24.31        |
| 2169 | USOR085514 | 340 NE 11TH AVE                | PORTLAND             | USD  | 604.89      | (298.29)      | 306.60       |
| 2169 | USOR085515 | 3417 NE 7TH AVENUE             | PORTLAND             | USD  | 57.17       | (27.03)       | 30.14        |
| 2169 | USOR085516 | 520 SW 6TH AVE SUITE 1030      | PORTLAND             | USD  | 34,024.97   | (8,629.67)    | 25,395.30    |
| 2169 | USOR085516 | 520 SW 6TH AVE SUITE 1030      | PORTLAND             | USD  | 27,478.16   | (18,188.28)   | 9,289.88     |
| 2169 | USOR085516 | 520 SW 6TH AVE SUITE 1030      | PORTLAND             | USD  | 3,363.76    | (2,784.44)    | 579.32       |
| 2169 | USOR085516 | 520 SW 6TH AVE SUITE 1030      | PORTLAND             | USD  | 108,587.22  | (32,104.78)   | 76,482.44    |
| 2169 | USOR085517 | 541 NE 20TH AVENUE             | PORTLAND             | USD  | 206.55      | (107.69)      | 98.86        |
| 2169 | USOR085518 | 550 NE COLUMBIA BLVD.          | PORTLAND             | USD  | 407.56      | (175.31)      | 232.25       |
| 2169 | USOR085519 | "621 SW ALDER, SUITE 200"      | PORTLAND             | USD  | 133,112.31  | (33,888.24)   | 99,224.07    |
| 2169 | USOR085519 | "621 SW ALDER, SUITE 200"      | PORTLAND             | USD  | 11,479.97   | (2,944.63)    | 8,535.34     |
| 2169 | USOR085520 | "6623 NE 82ND AVE, STE 107"    | PORTLAND             | USD  | 330.10      | (182.08)      | 148.02       |

TRADEMARK

REEL: 003737 FRAME: 0133

| CoCd | Location   | Street Address                 | City             | Crcty | Current APC  | Accumul. dep. | Curr.bk.val. |
|------|------------|--------------------------------|------------------|-------|--------------|---------------|--------------|
| 2169 | USOR085521 | 6840 NORTH CUTTER CIRCLE       | PORTLAND         | USD   | 293.23       | (138.75)      | 154.48       |
| 2169 | USOR085522 | 7303 SE LAKE ROAD              | PORTLAND         | USD   | 25.82        | (21.36)       | 4.46         |
| 2169 | USOR085523 | 8150 N. LOMBARD                | PORTLAND         | USD   | 169.66       | (80.22)       | 89.44        |
| 2169 | USOR085524 | "851 SW 6TH AV,STE 400,4TH FLO | PORTLAND         | USD   | 4,003.68     | (1,501.54)    | 2,502.14     |
| 2169 | USOR085526 | 9217 SW BEAVERTON-HILLSDALE HW | PORTLAND         | USD   | 46.10        | (38.14)       | 7.96         |
| 2169 | USOR085702 | "655 COTTAGE STREET, NE"       | SALEM            | USD   | 156.75       | (74.10)       | 82.65        |
| 2169 | USOR085801 | "9900 SW GREENBURG, #220"      | TIGARD           | USD   | -            | -             | -            |
| 2169 | USOR085802 | 7376 SW DURHAM RD              | TIGARD           | USD   | 7.37         | (7.37)        | -            |
| 2169 | USOR085901 | 8600 SW SALISH LANE            | WILSONVILLE      | USD   | 27.66        | (27.66)       | -            |
| 2169 | USOR085902 | 10965 COMMERCE CIRCLE          | WILSONVILLE      | USD   | 81.14        | (61.96)       | 19.18        |
| 2169 | USPA086401 | 1389 NEWBERWICK HWY            | BLOOMSBURG       | USD   | 486.86       | (179.01)      | 307.85       |
| 2169 | USPA086601 | 300 OLD POND ROAD              | BRIDGEVILLE      | USD   | 70.08        | (38.65)       | 31.43        |
| 2169 | USPA086801 | 102 PICKERING WAY              | EXTON            | USD   | 9.22         | (7.63)        | 1.59         |
| 2169 | USPA086901 | 414 COMMERCE DRIVE             | FORT WASHINGTON  | USD   | 46.10        | (38.14)       | 7.96         |
| 2169 | USPA087101 | 3907 N FRONT STREET            | HARRISBURG       | USD   | 31.35        | (31.35)       | -            |
| 2169 | USPA087102 | 140 SOUTH 17TH STREET          | HARRISBURG       | USD   | 46.10        | (38.14)       | 7.96         |
| 2169 | USPA087103 | HARRISBURG, PA                 | HARRISBURG       | USD   | 6,157.60     | (1,999.11)    | 4,158.49     |
| 2169 | USPA087201 | "145 WEST BROAD STREET, 3RD FL | HAZELTON         | USD   | 265.56       | (141.38)      | 124.18       |
| 2169 | USPA087301 | 700 DRESNER ROAD               | HORSHAM          | USD   | 40.57        | (33.56)       | 7.01         |
| 2169 | USPA087302 | 400 LAKESIDE DRIVE             | HORSHAM          | USD   | 2,449.06     | (900.59)      | 1,548.47     |
| 2169 | USPA087401 | "630 ALLENDALE ROAD,TELECOM RM | KING OF PRUSSIA  | USD   | 1,040.11     | (382.49)      | 657.62       |
| 2169 | USPA087501 | 1000 NEW HOLLAND AVE. BLDG 16  | LANCASTER        | USD   | 359.61       | (132.25)      | 227.36       |
| 2169 | USPA087601 | 800 TOWN CENTER DRIVE          | LONGHORNE        | USD   | 123.56       | (45.45)       | 78.11        |
| 2169 | USPA087701 | ROUTE 10                       | MORGANTOWN       | USD   | 9.22         | (7.63)        | 1.59         |
| 2169 | USPA087901 | 47 FRIENDS LANE                | NEWTON           | USD   | 49.79        | (41.20)       | 8.59         |
| 2169 | USPA088001 | "501 MOSSIDE BLVD, 1ST FL"     | NORTH VERSAILLES | USD   | 525.59       | (193.28)      | 332.31       |
| 2169 | USPA088102 | 1428 COTTMAN AVE               | PHILADELPHIA     | USD   | 88.52        | (58.59)       | 29.93        |
| 2169 | USPA088103 | 1528 WALNUT ST SUITE 1101      | PHILADELPHIA     | USD   | 153.07       | (153.07)      | -            |
| 2169 | USPA088104 | 1601 MARKET S STE 230475034    | PHILADELPHIA     | USD   | 245.27       | (57.98)       | 187.29       |
| 2169 | USPA088104 | 1601 MARKET S STE 230475034    | PHILADELPHIA     | USD   | -            | -             | -            |
| 2169 | USPA088104 | 1601 MARKET S STE 230475034    | PHILADELPHIA     | USD   | 36.89        | (27.20)       | 9.69         |
| 2169 | USPA088105 | 1631 ARCH STREET               | PHILADELPHIA     | USD   | 4,481.34     | (1,059.40)    | 3,421.94     |
| 2169 | USPA088105 | 1631 ARCH STREET               | PHILADELPHIA     | USD   | 14,947.01    | (5,496.52)    | 9,450.49     |
| 2169 | USPA088106 | "1650 MARKET ST, 47TH FL"      | PHILADELPHIA     | USD   | 285.84       | (105.11)      | 180.73       |
| 2169 | USPA088107 | "2 INTERNATIONAL PLAZA, STE 25 | PHILADELPHIA     | USD   | 134.62       | (63.64)       | 70.98        |
| 2169 | USPA088108 | 20 NORTH 3RD STREET            | PHILADELPHIA     | USD   | 186.26       | (88.05)       | 98.21        |
| 2169 | USPA088109 | 2300 CHESTNUT STREET           | PHILADELPHIA     | USD   | 502,303.67   | (143,805.25)  | 358,498.42   |
| 2169 | USPA088109 | 2300 CHESTNUT STREET           | PHILADELPHIA     | USD   | 389,230.45   | (288,771.88)  | 100,458.57   |
| 2169 | USPA088109 | 2300 CHESTNUT STREET           | PHILADELPHIA     | USD   | 3,020.77     | (2,515.26)    | 505.51       |
| 2169 | USPA088109 | 2300 CHESTNUT STREET           | PHILADELPHIA     | USD   | 1,514.07     | (892.09)      | 621.98       |
| 2169 | USPA088109 | 2300 CHESTNUT STREET           | PHILADELPHIA     | USD   | 80,912.38    | (13,097.76)   | 67,814.62    |
| 2169 | USPA088109 | 2300 CHESTNUT STREET           | PHILADELPHIA     | USD   | 1,471.63     | (1,305.16)    | 166.47       |
| 2169 | USPA088109 | 2300 CHESTNUT STREET           | PHILADELPHIA     | USD   | 1,527.44     | (601.21)      | 926.23       |
| 2169 | USPA088109 | 2300 CHESTNUT STREET           | PHILADELPHIA     | USD   | 918.40       | (434.22)      | 484.18       |
| 2169 | USPA088109 | 2300 CHESTNUT STREET           | PHILADELPHIA     | USD   | 4,075.62     | (3,372.16)    | 703.46       |
| 2169 | USPA088109 | 2300 CHESTNUT STREET           | PHILADELPHIA     | USD   | 2,339,444.48 | (914,602.34)  | 1,424,842.14 |
| 2169 | USPA088109 | 2300 CHESTNUT STREET           | PHILADELPHIA     | USD   | -            | -             | -            |
| 2169 | USPA088109 | 2300 CHESTNUT STREET           | PHILADELPHIA     | USD   | -            | -             | -            |
| 2169 | USPA088112 | 3103 S 3RD STREET              | PHILADELPHIA     | USD   | 29.51        | (29.51)       | -            |
| 2169 | USPA088113 | 401 NORTH BROAD STREET         | PHILADELPHIA     | USD   | 33,066.01    | (7,591.10)    | 25,474.91    |
| 2169 | USPA088113 | 401 NORTH BROAD STREET         | PHILADELPHIA     | USD   | 203.04       | (45.39)       | 157.65       |
| 2169 | USPA088113 | 401 NORTH BROAD STREET         | PHILADELPHIA     | USD   | 186.26       | (68.49)       | 117.77       |
| 2169 | USPA088113 | 401 NORTH BROAD STREET         | PHILADELPHIA     | USD   | 28,982.30    | (3,025.86)    | 25,956.44    |
| 2169 | USPA088113 | 401 NORTH BROAD STREET         | PHILADELPHIA     | USD   | 33,447.73    | (12,299.76)   | 21,147.97    |
| 2169 | USPA088114 | 423 S. 17TH STREET             | PHILADELPHIA     | USD   | 6,482.26     | (1,532.43)    | 4,949.83     |
| 2169 | USPA088114 | 423 S. 17TH STREET             | PHILADELPHIA     | USD   | 10,083.93    | (3,708.17)    | 6,375.76     |
| 2169 | USPA088116 | 6501 MARKET STREET, 1ST FLOOR  | PHILADELPHIA     | USD   | 186.26       | (88.06)       | 98.20        |
| 2169 | USPA088117 | 7979 OXFORD AVENUE             | PHILADELPHIA     | USD   | 9.22         | (7.63)        | 1.59         |
| 2169 | USPA088119 | 900 RACE STREET                | PHILADELPHIA     | USD   | 8,280.33     | (1,957.46)    | 6,322.87     |
| 2169 | USPA088119 | 900 RACE STREET                | PHILADELPHIA     | USD   | 9,895.83     | (3,638.99)    | 6,256.84     |
| 2169 | USPA088120 | PHI-MB LEVEL 3-FIBER/CONDUIT   | PHILADELPHIA     | USD   | 485,898.08   | (123,557.55)  | 362,340.53   |
| 2169 | USPA088201 | 374 HALL STREET                | PHOENIXVILLE     | USD   | 14.75        | (14.75)       | -            |
| 2169 | USPA088301 | 1001 LIBERTY AVE, SUITE 700    | PITTSBURGH       | USD   | 199.17       | (94.16)       | 105.01       |
| 2169 | USPA088302 | 4840 MCKNIGHT ROAD SUITE 204   | PITTSBURGH       | USD   | 18.44        | (18.44)       | -            |
| 2169 | USPA088303 | 535 SMITHFIELD STREET          | PITTSBURGH       | USD   | -            | -             | -            |
| 2169 | USPA088303 | 535 SMITHFIELD STREET          | PITTSBURGH       | USD   | -            | -             | -            |
| 2169 | USPA088303 | 535 SMITHFIELD STREET          | PITTSBURGH       | USD   | -            | -             | -            |
| 2169 | USPA088303 | 535 SMITHFIELD STREET          | PITTSBURGH       | USD   | -            | -             | -            |
| 2169 | USPA088303 | 535 SMITHFIELD STREET          | PITTSBURGH       | USD   | 47.95        | (39.68)       | 8.27         |
| 2169 | USPA088303 | 535 SMITHFIELD STREET          | PITTSBURGH       | USD   | 7.37         | (7.37)        | -            |
| 2169 | USPA088304 | 790 HOLIDAY DR                 | PITTSBURGH       | USD   | 213.92       | (78.67)       | 135.25       |
| 2169 | USPA088305 | PENN CENTER W,BLDG 4,STE. 111  | PITTSBURGH       | USD   | 1,692.95     | (1,219.56)    | 473.39       |
| 2169 | USPA088305 | PENN CENTER W,BLDG 4,STE. 111  | PITTSBURGH       | USD   | 4,975.58     | (2,891.45)    | 2,084.13     |
| 2169 | USPA088305 | PENN CENTER W,BLDG 4,STE. 111  | PITTSBURGH       | USD   | 114.33       | (114.33)      | -            |
| 2169 | USPA088305 | PENN CENTER W,BLDG 4,STE. 111  | PITTSBURGH       | USD   | 4,582.32     | (1,534.41)    | 3,047.91     |
| 2169 | USPA088305 | PENN CENTER W,BLDG 4,STE. 111  | PITTSBURGH       | USD   | -            | -             | -            |
| 2169 | USPA088306 | PENN CENTER W., BLDG.2, STE326 | PITTSBURGH       | USD   | 1,917.94     | (1,057.94)    | 860.00       |
| 2169 | USPA088306 | PENN CENTER W., BLDG.2, STE326 | PITTSBURGH       | USD   | -            | -             | -            |
| 2169 | USPA088306 | PENN CENTER W., BLDG.2, STE326 | PITTSBURGH       | USD   | 1,512.67     | (325.45)      | 1,187.22     |
| 2169 | USPA088306 | PENN CENTER W., BLDG.2, STE326 | PITTSBURGH       | USD   | 2,710.42     | (1,881.20)    | 829.22       |
| 2169 | USPA088306 | PENN CENTER W., BLDG.2, STE326 | PITTSBURGH       | USD   | 1,805.08     | -             | 1,805.08     |
| 2169 | USPA088306 | PENN CENTER W., BLDG.2, STE326 | PITTSBURGH       | USD   | -            | -             | -            |
| 2169 | USPA088307 | PITTSBURGH, PA                 | PITTSBURGH       | USD   | 488.71       | (124.41)      | 364.30       |
| 2169 | USPA088307 | PITTSBURGH, PA                 | PITTSBURGH       | USD   | 343.02       | (141.91)      | 201.11       |
| 2169 | USPA088307 | PITTSBURGH, PA                 | PITTSBURGH       | USD   | 16,910.92    | (1,211.48)    | 15,699.44    |
| 2169 | USPA088307 | PITTSBURGH, PA                 | PITTSBURGH       | USD   | 583.93       | (165.34)      | 418.59       |
| 2169 | USPA088307 | PITTSBURGH, PA                 | PITTSBURGH       | USD   | -            | -             | -            |
| 2169 | USPA088401 | 600 W GERMANTOWN PIKE,STE 230  | PLYMOUTH MEETING | USD   | -            | -             | -            |
| 2169 | USPA088401 | 600 W GERMANTOWN PIKE,STE 230  | PLYMOUTH MEETING | USD   | -            | -             | -            |
| 2169 | USPA088401 | 600 W GERMANTOWN PIKE,STE 230  | PLYMOUTH MEETING | USD   | -            | -             | -            |
| 2169 | USPA088601 | QUARRY ROAD                    | SCOTT            | USD   | 119.87       | (49.58)       | 70.29        |
| 2169 | USPA088701 | 2400 STAFFORD AVE              | SCRANTON         | USD   | 359.61       | (132.25)      | 227.36       |
| 2169 | USPA088801 | 1151 H. DENTER AVE.            | SOMERSET         | USD   | 59.01        | (27.90)       | 31.11        |
| 2169 | USPA088901 | 500 SCIENCE PARK ROAD          | STATE COLLEGE    | USD   | 27.66        | (22.89)       | 4.77         |
| 2169 | USPA089001 | 100 CONSTITUTION AVENUE        | UPPER DARBY      | USD   | 95.90        | (35.27)       | 60.63        |

TRADEMARK

REEL: 003737 FRAME: 0134

| CoCd | Location   | Street Address                 | City           | Crcy | Current APC  | Accumul. dep.  | Curr.bk.val. |
|------|------------|--------------------------------|----------------|------|--------------|----------------|--------------|
| 2169 | USPA089101 | 1220 VALLEY FORGE ROAD #5      | VALLEY FORGE   | USD  | 29.51        | (29.51)        | -            |
| 2169 | USPA089102 | *1288 VALLEY FORGE RD, SUITE 7 | VALLEY FORGE   | USD  | 276.63       | (101.74)       | 174.89       |
| 2169 | USPA089301 | 487 DEVON PARK DRIVE           | WAYNE          | USD  | 5.53         | (5.53)         | -            |
| 2169 | USPA089401 | 350 E MARKET STREET            | WEST CHESTER   | USD  | 12.91        | (12.91)        | -            |
| 2169 | USPA089501 | 1311 COMMERCE PARK DRIVE       | WILLIAMSPORT   | USD  | 55.33        | (26.16)        | 29.17        |
| 2169 | USRI089801 | 500 MASHASSUCK PARKWAY         | PAWTUCKET      | USD  | 12.91        | (12.91)        | -            |
| 2169 | USRI089802 | 250 MAIN STREET                | PAWTUCKET      | USD  | 59.01        | (59.01)        | -            |
| 2169 | USRI089803 | 25 MAPLE                       | PAWTUCKET      | USD  | 9.22         | (6.10)         | 3.12         |
| 2169 | USRI089902 | *235 PROMENADE ST., STE. D104* | PROVIDENCE     | USD  | 3,954.91     | (738.07)       | 3,216.84     |
| 2169 | USRI089902 | *235 PROMENADE ST., STE. D104* | PROVIDENCE     | USD  | 68.23        | (37.63)        | 30.60        |
| 2169 | USRI090001 | ONE CVS DRIVE                  | WOONSOCKET     | USD  | 14.75        | (6.98)         | 7.77         |
| 2169 | USSC090101 | 250 BERRY HILL ROAD            | COLUMBIA       | USD  | 165.98       | (109.87)       | 56.11        |
| 2169 | USSC090201 | GAFFNEY-GLOBE ST & 13TH ST     | GAFFNEY        | USD  | 71,738.27    | (16,958.87)    | 54,779.40    |
| 2169 | USSC090301 | 430 WOODRUFF RD. SUITE 450     | GREENVILLE     | USD  | 1.84         | (1.84)         | -            |
| 2169 | USSC090301 | 430 WOODRUFF RD. SUITE 450     | GREENVILLE     | USD  | 673.95       | (181.66)       | 492.29       |
| 2169 | USSC090401 | 113 REED STREET                | LEXINGTON      | USD  | 31.35        | (17.29)        | 14.06        |
| 2169 | USSC090501 | 5675 N. BLACKSTOCK ROAD        | SPARTANBURG    | USD  | 20,265.69    | (5,552.24)     | 14,713.45    |
| 2169 | USSC090501 | 5675 N. BLACKSTOCK ROAD        | SPARTANBURG    | USD  | 142.00       | (78.31)        | 63.69        |
| 2169 | USSC090502 | 348 A EAST BLACKSTOCK ROAD     | SPARTANBURG    | USD  | 311.66       | (114.61)       | 197.05       |
| 2169 | USSD090701 | 125 W PLEASANT DR              | PIERRE         | USD  | 160.44       | (160.44)       | -            |
| 2169 | USSD090801 | 834 WEST 3RD STREET            | REDFIELD       | USD  | 269.25       | (178.22)       | 91.03        |
| 2169 | USSD090901 | 3501 SOUTH KELLEY AVENUE       | SIoux FALLS    | USD  | 309.82       | (113.93)       | 195.89       |
| 2169 | USTN091001 | 115 HAYWOOD LANE               | ANTIOCH        | USD  | 138.31       | (76.28)        | 62.03        |
| 2169 | USTN091101 | 155 FRANKLIN RD.               | BRENTWOOD      | USD  | 215.77       | (79.34)        | 136.43       |
| 2169 | USTN091201 | *CHATTANOOGA, TN*              | CHATTANOOGA    | USD  | 7,061.79     | (682.46)       | 6,379.33     |
| 2169 | USTN091201 | *CHATTANOOGA, TN*              | CHATTANOOGA    | USD  | 289.53       | (68.44)        | 221.09       |
| 2169 | USTN091201 | *CHATTANOOGA, TN*              | CHATTANOOGA    | USD  | -            | -              | -            |
| 2169 | USTN091401 | *3001 KEITH STREET, NW*        | CLEVELAND      | USD  | 291.38       | (107.15)       | 184.23       |
| 2169 | USTN091501 | 175 COMMERCE ROAD              | COLLIERSVILLE  | USD  | 99.58        | (83.03)        | 16.55        |
| 2169 | USTN091601 | 107 WOODRUFF STREET            | MADISON        | USD  | 114.34       | (63.08)        | 51.26        |
| 2169 | USTN091701 | 4500 QUALITY ROAD              | MEMPHIS        | USD  | 54,827.21    | (27,262.08)    | 27,565.13    |
| 2169 | USTN091702 | 1919 LYNNFIELD DRIVE           | MEMPHIS        | USD  | -            | -              | -            |
| 2169 | USTN091702 | 1919 LYNNFIELD DRIVE           | MEMPHIS        | USD  | -            | -              | -            |
| 2169 | USTN091702 | 1919 LYNNFIELD DRIVE           | MEMPHIS        | USD  | -            | -              | -            |
| 2169 | USTN091801 | *3401 W END AVE., SUITE 304*   | NASHVILLE      | USD  | -            | -              | -            |
| 2169 | USTN091801 | *3401 W END AVE., SUITE 304*   | NASHVILLE      | USD  | -            | -              | -            |
| 2169 | USTN091801 | *3401 W END AVE., SUITE 304*   | NASHVILLE      | USD  | -            | -              | -            |
| 2169 | USTN091801 | *3401 W END AVE., SUITE 304*   | NASHVILLE      | USD  | -            | -              | -            |
| 2169 | USTN091802 | 340 HERRON                     | NASHVILLE      | USD  | -            | -              | -            |
| 2169 | USTN091803 | *501 GREAT CIRCLE RD, STE 200* | NASHVILLE      | USD  | 123.56       | (81.78)        | 41.78        |
| 2169 | USTN091804 | *NASHVILLE, TN*                | NASHVILLE      | USD  | 4,249.88     | (382.38)       | 3,867.50     |
| 2169 | USTN091804 | *NASHVILLE, TN*                | NASHVILLE      | USD  | 8,805.73     | (3,699.34)     | 5,106.39     |
| 2169 | USTN091804 | *NASHVILLE, TN*                | NASHVILLE      | USD  | -            | -              | -            |
| 2169 | USTN091805 | 1214 MURFREESBORO ROAD         | NASHVILLE      | USD  | 5.53         | (2.61)         | 2.92         |
| 2169 | USTN091806 | *104 WOODMONT BLVD., SUITE 405 | NASHVILLE      | USD  | 182.57       | (67.14)        | 115.43       |
| 2169 | USTX091901 | 5080 SPECTRUM DRIVE #305 W     | ADDISON        | USD  | -            | -              | -            |
| 2169 | USTX092101 | *219 BILLINGS, ROOM 330*       | ARLINGTON      | USD  | 20.29        | (20.29)        | -            |
| 2169 | USTX092102 | 1001 W MITCHELL SUITE 101      | ARLINGTON      | USD  | 416.78       | (275.87)       | 140.91       |
| 2169 | USTX092203 | 1305 E. 6TH STREET             | AUSTIN         | USD  | 3,447.48     | (619.61)       | 2,827.87     |
| 2169 | USTX092401 | 6464 CIRCLE OAK DRIVE          | BULVERDE       | USD  | 228.68       | (126.14)       | 102.54       |
| 2169 | USTX092701 | COMSTOCK-RANCH RD 1024 & US-90 | COMSTOCK       | USD  | 7,686.51     | (3,179.92)     | 4,506.59     |
| 2169 | USTX092801 | 724 BUFFALO                    | CORPUS CHRISTI | USD  | 121.72       | (67.14)        | 54.58        |
| 2169 | USTX093001 | 10610 METRIC                   | DALLAS         | USD  | 1.84         | (1.84)         | -            |
| 2169 | USTX093002 | *10935 ESTATE LANE,4TH FL ST44 | DALLAS         | USD  | 57.17        | (57.17)        | -            |
| 2169 | USTX093003 | 1201 MAIN ST.                  | DALLAS         | USD  | 6,292.32     | (1,487.51)     | 4,804.81     |
| 2169 | USTX093003 | 1201 MAIN ST.                  | DALLAS         | USD  | 2,225.92     | (526.19)       | 1,699.73     |
| 2169 | USTX093003 | 1201 MAIN ST.                  | DALLAS         | USD  | 14,688.84    | (5,401.46)     | 9,287.38     |
| 2169 | USTX093004 | *12200 FORD ROAD, SUITE 344*   | DALLAS         | USD  | 287.69       | (105.79)       | 181.90       |
| 2169 | USTX093005 | 1313 VALWOOD PRKWAY-CARROLLTON | DALLAS         | USD  | 610.42       | (224.48)       | 385.94       |
| 2169 | USTX093006 | *13355 KNOLL ROAD, SUITE 1400* | DALLAS         | USD  | 4,036.88     | (1,484.49)     | 2,552.39     |
| 2169 | USTX093007 | *1501 LBJ FRWY, 5TH FLR STE 50 | DALLAS         | USD  | 18.44        | (18.44)        | -            |
| 2169 | USTX093008 | *15305 DALLAS PKWY, STE 300*   | DALLAS         | USD  | 47.95        | (22.67)        | 25.28        |
| 2169 | USTX093010 | *1950 STEMMONS FREEWAY,STE 404 | DALLAS         | USD  | 11,511.32    | (2,555.68)     | 8,955.64     |
| 2169 | USTX093010 | *1950 STEMMONS FREEWAY,STE 404 | DALLAS         | USD  | 145,020.65   | (34,089.78)    | 110,930.87   |
| 2169 | USTX093010 | *1950 STEMMONS FREEWAY,STE 404 | DALLAS         | USD  | 31,403.54    | -              | 31,403.54    |
| 2169 | USTX093011 | 1999 BRYAN SUITE 2505          | DALLAS         | USD  | -            | -              | -            |
| 2169 | USTX093011 | 1999 BRYAN SUITE 2505          | DALLAS         | USD  | 1,045.63     | (939.30)       | 106.33       |
| 2169 | USTX093011 | 1999 BRYAN SUITE 2505          | DALLAS         | USD  | 27.65        | (27.65)        | -            |
| 2169 | USTX093011 | 1999 BRYAN SUITE 2505          | DALLAS         | USD  | -            | -              | -            |
| 2169 | USTX093011 | 1999 BRYAN SUITE 2505          | DALLAS         | USD  | 18.44        | (18.44)        | -            |
| 2169 | USTX093012 | 2020 LIVE OAKS                 | DALLAS         | USD  | -            | -              | -            |
| 2169 | USTX093013 | *2230 LBJ FREEWAY, SUITE 100*  | DALLAS         | USD  | 73.76        | (59.82)        | 13.94        |
| 2169 | USTX093014 | 2323 BRYAN STE 900 75120       | DALLAS         | USD  | 35,438.84    | (5,468.03)     | 29,970.81    |
| 2169 | USTX093014 | 2323 BRYAN STE 900 75120       | DALLAS         | USD  | 916,153.09   | (255,034.28)   | 661,118.81   |
| 2169 | USTX093014 | 2323 BRYAN STE 900 75120       | DALLAS         | USD  | 48,626.53    | (18,840.97)    | 29,785.56    |
| 2169 | USTX093014 | 2323 BRYAN STE 900 75120       | DALLAS         | USD  | 212.08       | (77.98)        | 134.10       |
| 2169 | USTX093014 | 2323 BRYAN STE 900 75120       | DALLAS         | USD  | 36,721.19    | (22,704.72)    | 14,016.47    |
| 2169 | USTX093014 | 2323 BRYAN STE 900 75120       | DALLAS         | USD  | 10,466.31    | (3,295.87)     | 7,170.44     |
| 2169 | USTX093014 | 2323 BRYAN STE 900 75120       | DALLAS         | USD  | 3,675,510.35 | (1,268,389.55) | 2,407,120.80 |
| 2169 | USTX093014 | 2323 BRYAN STE 900 75120       | DALLAS         | USD  | 387,731.35   | (256,661.28)   | 131,070.07   |
| 2169 | USTX093014 | 2323 BRYAN STE 900 75120       | DALLAS         | USD  | 7,637.20     | (2,537.36)     | 5,099.84     |
| 2169 | USTX093014 | 2323 BRYAN STE 900 75120       | DALLAS         | USD  | 39,550.11    | (8,340.89)     | 31,209.22    |
| 2169 | USTX093014 | 2323 BRYAN STE 900 75120       | DALLAS         | USD  | 29,458.79    | (9,899.79)     | 19,558.99    |
| 2169 | USTX093014 | 2323 BRYAN STE 900 75120       | DALLAS         | USD  | 36,057.25    | (24,182.35)    | 11,874.90    |
| 2169 | USTX093014 | 2323 BRYAN STE 900 75120       | DALLAS         | USD  | 26,442.99    | (1,854.63)     | 24,588.36    |
| 2169 | USTX093014 | 2323 BRYAN STE 900 75120       | DALLAS         | USD  | 9,313,870.57 | (3,228,099.20) | 6,085,771.37 |
| 2169 | USTX093014 | 2323 BRYAN STE 900 75120       | DALLAS         | USD  | -            | -              | -            |
| 2169 | USTX093014 | 2323 BRYAN STE 900 75120       | DALLAS         | USD  | -            | -              | -            |
| 2169 | USTX093014 | 2323 BRYAN STE 900 75120       | DALLAS         | USD  | -            | -              | -            |
| 2169 | USTX093014 | 2323 BRYAN STE 900 75120       | DALLAS         | USD  | 150,835.01   | -              | 150,835.01   |
| 2169 | USTX093015 | *2351 W NORTHWEST HWY,BLD2S211 | DALLAS         | USD  | 27.66        | (15.26)        | 12.40        |
| 2169 | USTX093016 | 2378 SATSUMA                   | DALLAS         | USD  | 16.60        | (16.60)        | -            |
| 2169 | USTX093017 | 2400 ROSS AVENUE               | DALLAS         | USD  | 16,007.41    | (3,999.11)     | 12,008.30    |
| 2169 | USTX093017 | 2400 ROSS AVENUE               | DALLAS         | USD  | 1,067.78     | (392.65)       | 675.13       |
| 2169 | USTX093017 | 2400 ROSS AVENUE               | DALLAS         | USD  | 3,559.25     | (841.40)       | 2,717.85     |

TRADEMARK

REEL: 003737 FRAME: 0135

| CoCd | Location   | Street Address                  | City          | Crcy | Current APC  | Accumul. dep. | Curr.bk.val. |
|------|------------|---------------------------------|---------------|------|--------------|---------------|--------------|
| 2169 | USTX093017 | 2400 ROSS AVENUE                | DALLAS        | USD  | 10,229.62    | (3,761.74)    | 6,467.88     |
| 2169 | USTX093018 | "2730 STEMMONS FRWY, STE 801"   | DALLAS        | USD  | 1,215.31     | (277.31)      | 928.00       |
| 2169 | USTX093018 | "2730 STEMMONS FRWY, STE 801"   | DALLAS        | USD  | 27,461.56    | (9,768.48)    | 17,693.08    |
| 2169 | USTX093018 | "2730 STEMMONS FRWY, STE 801"   | DALLAS        | USD  | -            | -             | -            |
| 2169 | USTX093019 | "2775 VILLA CREEK, STE 290"     | DALLAS        | USD  | 3.68         | (3.68)        | -            |
| 2169 | USTX093020 | 300 CRESCENT COURT SUITE 400    | DALLAS        | USD  | 1,736.70     | (620.46)      | 1,116.24     |
| 2169 | USTX093020 | 300 CRESCENT COURT SUITE 400    | DALLAS        | USD  | 333.80       | (122.76)      | 211.04       |
| 2169 | USTX093021 | "3003 CARLISLE STREET, SUITE70  | DALLAS        | USD  | 75.61        | (50.04)       | 25.57        |
| 2169 | USTX093022 | 400 SOUTH AKARD STREET          | DALLAS        | USD  | 348.55       | (37.82)       | 310.73       |
| 2169 | USTX093022 | 400 SOUTH AKARD STREET          | DALLAS        | USD  | 553.23       | (113.64)      | 439.59       |
| 2169 | USTX093023 | 4211 BRYAN STREET               | DALLAS        | USD  | 22,093.18    | (5,550.47)    | 16,542.71    |
| 2169 | USTX093023 | 4211 BRYAN STREET               | DALLAS        | USD  | 2,729.37     | (645.22)      | 2,084.15     |
| 2169 | USTX093023 | 4211 BRYAN STREET               | DALLAS        | USD  | 137,639.73   | (51,743.72)   | 85,896.01    |
| 2169 | USTX093024 | 4316 BRYAN STREET               | DALLAS        | USD  | 5,240.18     | (568.64)      | 4,671.54     |
| 2169 | USTX093024 | 4316 BRYAN STREET               | DALLAS        | USD  | 18,000.00    | (2,038.63)    | 15,961.37    |
| 2169 | USTX093024 | 4316 BRYAN STREET               | DALLAS        | USD  | 342.31       | (162.14)      | 180.17       |
| 2169 | USTX093025 | 500 SOUTH ERVAY ST.             | DALLAS        | USD  | 831.72       | (393.96)      | 437.76       |
| 2169 | USTX093026 | "5001 LBJ FREEWAY, STE 550"     | DALLAS        | USD  | 409.41       | (135.49)      | 273.92       |
| 2169 | USTX093028 | 5310 HARVEST HILL RD            | DALLAS        | USD  | 3.68         | (3.68)        | -            |
| 2169 | USTX093029 | "7929 BROOK RIVER DR, STE 200"  | DALLAS        | USD  | 3,896.74     | (2,579.31)    | 1,317.43     |
| 2169 | USTX093030 | "8117 PRESTON RD, SUITE 495"    | DALLAS        | USD  | 409.41       | (135.49)      | 273.92       |
| 2169 | USTX093031 | 9441 LBJ FREEWAY                | DALLAS        | USD  | 313.51       | (172.92)      | 140.59       |
| 2169 | USTX093032 | 9603 WHITEROCK TRAL SUITE 206   | DALLAS        | USD  | 71.92        | (47.61)       | 24.31        |
| 2169 | USTX093033 | "CTI-NETWORK SERVICES, DALLAS"  | DALLAS        | USD  | 532.96       | (532.96)      | -            |
| 2169 | USTX093033 | "CTI-NETWORK SERVICES, DALLAS"  | DALLAS        | USD  | 947.91       | (523.83)      | 424.08       |
| 2169 | USTX093034 | CTI-SALES WEST DIV, DALLAS      | DALLAS        | USD  | 18.44        | (10.36)       | 8.08         |
| 2169 | USTX093034 | CTI-SALES WEST DIV, DALLAS      | DALLAS        | USD  | 1,524.31     | (494.88)      | 1,029.43     |
| 2169 | USTX093034 | CTI-SALES WEST DIV, DALLAS      | DALLAS        | USD  | -            | -             | -            |
| 2169 | USTX093035 | CTI-SW BELL TX POP              | DALLAS        | USD  | 4,167.83     | (4,167.83)    | -            |
| 2169 | USTX093036 | DAL-MB LEVEL 3-FIBER/CONDUIT    | DALLAS        | USD  | 226,186.07   | (57,510.86)   | 168,675.21   |
| 2169 | USTX093037 | READY ACCESS - TEXAS            | DALLAS        | USD  | 66,987.69    | (35,369.56)   | 31,618.13    |
| 2169 | USTX093037 | READY ACCESS - TEXAS            | DALLAS        | USD  | 26,219.08    | (8,579.82)    | 17,639.26    |
| 2169 | USTX093038 | WEST AIRFIELD                   | DALLAS        | USD  | -            | -             | -            |
| 2169 | USTX093038 | WEST AIRFIELD                   | DALLAS        | USD  | -            | -             | -            |
| 2169 | USTX093101 | "3923 E MCKINNEY, 1ST FLR ST B  | DENTON        | USD  | 116.18       | (64.08)       | 52.10        |
| 2169 | USTX093301 | EL PASO                         | EL PASO       | USD  | 102,382.87   | (28,061.84)   | 74,321.03    |
| 2169 | USTX093301 | EL PASO                         | EL PASO       | USD  | 16,486.89    | (13,641.21)   | 2,845.68     |
| 2169 | USTX093301 | EL PASO                         | EL PASO       | USD  | 2,681.42     | (986.09)      | 1,695.33     |
| 2169 | USTX093301 | EL PASO                         | EL PASO       | USD  | 12.91        | (4.75)        | 8.16         |
| 2169 | USTX093301 | EL PASO                         | EL PASO       | USD  | 24,075.03    | (6,595.90)    | 17,479.13    |
| 2169 | USTX093301 | EL PASO                         | EL PASO       | USD  | 197,641.43   | (60,482.30)   | 137,159.13   |
| 2169 | USTX093301 | EL PASO                         | EL PASO       | USD  | -            | -             | -            |
| 2169 | USTX093302 | 21 ZANE GREY STE C              | EL PASO       | USD  | 27.66        | (15.26)       | 12.40        |
| 2169 | USTX093304 | "310 N MESA, STE B105"          | EL PASO       | USD  | 261.87       | (261.87)      | -            |
| 2169 | USTX093304 | "310 N MESA, STE B105"          | EL PASO       | USD  | 531.12       | (246.77)      | 284.35       |
| 2169 | USTX093401 | 816 CONGRESS AVENUE             | FORT WORTH    | USD  | 1.84         | (1.84)        | -            |
| 2169 | USTX093402 | 119 NORTH EAST 23RD STREET      | FORT WORTH    | USD  | 3,387.75     | (800.86)      | 2,586.89     |
| 2169 | USTX093402 | 119 NORTH EAST 23RD STREET      | FORT WORTH    | USD  | -            | -             | -            |
| 2169 | USTX093403 | 621 GRENURRY RD                 | FORT WORTH    | USD  | 105.12       | (57.98)       | 47.14        |
| 2169 | USTX093404 | "5201 MCCART, SUITE I"          | FORT WORTH    | USD  | 304.29       | (143.87)      | 160.42       |
| 2169 | USTX093405 | "200 TAYLOR STREET, SUITE 2260  | FORT WORTH    | USD  | 81.14        | (29.84)       | 51.30        |
| 2169 | USTX093501 | "3112 N. JUPITER, STE. 420"     | GARLAND       | USD  | 164.13       | (77.61)       | 86.52        |
| 2169 | USTX093701 | 2100 N HWY 360 SUITE 1904       | GRAND PRAIRIE | USD  | 16.60        | (16.60)       | -            |
| 2169 | USTX093702 | 2080 STATE HIGHWAY              | GRAND PRAIRIE | USD  | 27.66        | (15.26)       | 12.40        |
| 2169 | USTX093901 | 6125 AIRPORT FREEWAY            | HALTOM CITY   | USD  | 12.91        | (12.91)       | -            |
| 2169 | USTX094301 | 1 SHELL PLAZA                   | HOUSTON       | USD  | 27,673.63    | (9,042.66)    | 18,630.97    |
| 2169 | USTX094301 | 1 SHELL PLAZA                   | HOUSTON       | USD  | 3,031.40     | (611.82)      | 2,419.58     |
| 2169 | USTX094301 | 1 SHELL PLAZA                   | HOUSTON       | USD  | 27,850.21    | (6,048.28)    | 21,801.93    |
| 2169 | USTX094303 | 1111 BAGBY STREET               | HOUSTON       | USD  | 243.44       | (89.52)       | 153.92       |
| 2169 | USTX094304 | 1121 CAPITAL STREET             | HOUSTON       | USD  | 21,811.02    | (5,470.65)    | 16,340.37    |
| 2169 | USTX094307 | "12925 NW FREEWAY, #319"        | HOUSTON       | USD  | 24,505.39    | (11,586.10)   | 12,919.29    |
| 2169 | USTX094308 | "1300 POST OAK BLVD., 9TH FLOOR | HOUSTON       | USD  | 365.15       | (134.27)      | 230.88       |
| 2169 | USTX094309 | 1415 LOUISIANA                  | HOUSTON       | USD  | 2,404.61     | (15.82)       | 2,388.79     |
| 2169 | USTX094309 | 1415 LOUISIANA                  | HOUSTON       | USD  | -            | -             | -            |
| 2169 | USTX094310 | 20555 SH 249                    | HOUSTON       | USD  | 518.21       | (255.58)      | 262.63       |
| 2169 | USTX094311 | 2600 SOUTHWEST FWY              | HOUSTON       | USD  | 77.46        | (51.27)       | 26.19        |
| 2169 | USTX094312 | "3950 BRAXTON, SUITE 1301"      | HOUSTON       | USD  | 403.87       | (148.52)      | 255.35       |
| 2169 | USTX094313 | "5065 WESTHEIMER RD, 7TH FL"    | HOUSTON       | USD  | 405.72       | (134.27)      | 271.45       |
| 2169 | USTX094314 | 5555 SAN FELIP ST. SUITE 401A   | HOUSTON       | USD  | 61,253.58    | (28,931.17)   | 32,322.41    |
| 2169 | USTX094315 | "777 WALKER STREET, SUITE 170"  | HOUSTON       | USD  | 2,104.21     | (1,026.94)    | 1,077.27     |
| 2169 | USTX094316 | 910 LOUISIANA STREET            | HOUSTON       | USD  | 750,122.31   | (197,004.76)  | 553,117.55   |
| 2169 | USTX094316 | 910 LOUISIANA STREET            | HOUSTON       | USD  | 20,626.84    | (5,102.04)    | 15,524.80    |
| 2169 | USTX094316 | 910 LOUISIANA STREET            | HOUSTON       | USD  | 51,148.99    | (31,402.19)   | 19,746.80    |
| 2169 | USTX094316 | 910 LOUISIANA STREET            | HOUSTON       | USD  | 53,712.14    | (7,503.66)    | 46,208.48    |
| 2169 | USTX094316 | 910 LOUISIANA STREET            | HOUSTON       | USD  | 125.40       | (103.76)      | 21.64        |
| 2169 | USTX094316 | 910 LOUISIANA STREET            | HOUSTON       | USD  | 3,342.56     | (829.80)      | 2,512.76     |
| 2169 | USTX094316 | 910 LOUISIANA STREET            | HOUSTON       | USD  | 12.91        | (4.75)        | 8.16         |
| 2169 | USTX094316 | 910 LOUISIANA STREET            | HOUSTON       | USD  | 22,246.55    | (6,094.94)    | 16,151.61    |
| 2169 | USTX094316 | 910 LOUISIANA STREET            | HOUSTON       | USD  | 1,734,715.99 | (363,577.87)  | 1,371,138.12 |
| 2169 | USTX094316 | 910 LOUISIANA STREET            | HOUSTON       | USD  | -            | -             | -            |
| 2169 | USTX094316 | 910 LOUISIANA STREET            | HOUSTON       | USD  | -            | -             | -            |
| 2169 | USTX094317 | 9207 COUNTRY CREEK DR.          | HOUSTON       | USD  | 1.84         | (1.84)        | -            |
| 2169 | USTX094318 | AMERICAN TELCO                  | HOUSTON       | USD  | 615.96       | (340.38)      | 275.58       |
| 2169 | USTX094319 | "CTI-NETWORK SERVICES, HOUSTON  | HOUSTON       | USD  | 2,740.45     | (1,493.71)    | 1,246.74     |
| 2169 | USTX094319 | "CTI-NETWORK SERVICES, HOUSTON  | HOUSTON       | USD  | 38.73        | (38.73)       | -            |
| 2169 | USTX094320 | "CTI-OPERATIONS POOL, HOUSTON"  | HOUSTON       | USD  | 6,546.81     | (3,617.87)    | 2,928.94     |
| 2169 | USTX094321 | HOU-MB LEVEL 3-FIBER/CONDUIT    | HOUSTON       | USD  | 95,274.41    | (24,234.83)   | 71,039.58    |
| 2169 | USTX094501 | 1527 CENTRAL PARK DRIVE         | HURST         | USD  | 9.22         | (9.22)        | -            |
| 2169 | USTX094501 | 1527 CENTRAL PARK DRIVE         | HURST         | USD  | 3,926.23     | (3,734.04)    | 192.19       |
| 2169 | USTX094601 | 5215 NOTH O'CONNOR 2ND FLOOR    | IRVING        | USD  | 7.38         | (7.38)        | -            |
| 2169 | USTX094602 | "6012 CAMPUS CIRCLE DR, STE 20  | IRVING        | USD  | 1,093.60     | (1,093.60)    | -            |
| 2169 | USTX094602 | "6012 CAMPUS CIRCLE DR, STE 20  | IRVING        | USD  | 1,110.17     | (421.04)      | 689.13       |
| 2169 | USTX094602 | "6012 CAMPUS CIRCLE DR, STE 20  | IRVING        | USD  | 53.46        | (53.46)       | -            |
| 2169 | USTX094602 | "6012 CAMPUS CIRCLE DR, STE 20  | IRVING        | USD  | 662,681.06   | (281,499.39)  | 381,181.67   |

TRADEMARK

REEL: 003737 FRAME: 0136

| CoCd | Location   | Street Address                 | City           | Crcy | Current APC  | Accumul. dep. | Curr.bk.val. |
|------|------------|--------------------------------|----------------|------|--------------|---------------|--------------|
| 2169 | USTX094603 | 7880 BENT BRANCH DRIVE         | IRVING         | USD  | 497.93       | (117.72)      | 380.21       |
| 2169 | USTX094604 | 8050 JETSTAR                   | IRVING         | USD  | 20,202.88    | (4,619.12)    | 15,583.76    |
| 2169 | USTX094604 | 8050 JETSTAR                   | IRVING         | USD  | 1,530.66     | (562.86)      | 967.80       |
| 2169 | USTX094604 | 8050 JETSTAR                   | IRVING         | USD  | 281,584.09   | (48,574.10)   | 233,009.99   |
| 2169 | USTX094604 | 8050 JETSTAR                   | IRVING         | USD  | 2,198.25     | (1,818.82)    | 379.43       |
| 2169 | USTX094604 | 8050 JETSTAR                   | IRVING         | USD  | 1,527.44     | (592.84)      | 934.60       |
| 2169 | USTX094604 | 8050 JETSTAR                   | IRVING         | USD  | 1,825,249.27 | (433,262.08)  | 1,391,987.19 |
| 2169 | USTX094604 | 8050 JETSTAR                   | IRVING         | USD  | -            | -             | -            |
| 2169 | USTX094701 | 1420 MARINA BAY DRIVE          | KEMAH          | USD  | 7,760.28     | (3,230.51)    | 4,529.77     |
| 2169 | USTX094901 | 101 EAST CORPORATE DRIVE       | LEWISVILLE     | USD  | 409.40       | (225.81)      | 183.59       |
| 2169 | USTX095101 | "1551 N WALNUT AVENUE, STE 17" | NEW BRAUNFELS  | USD  | 116.18       | (64.08)       | 52.10        |
| 2169 | USTX095201 | 101 EAST PARK BLVD             | PLANO          | USD  | 121,801.47   | (28,959.75)   | 92,841.72    |
| 2169 | USTX095201 | 101 EAST PARK BLVD             | PLANO          | USD  | 2,112.16     | (194.19)      | 1,917.97     |
| 2169 | USTX095301 | NORTEL - RICHARDSON            | RICHARDSON     | USD  | 90,026.91    | (38,962.41)   | 51,064.50    |
| 2169 | USTX095301 | NORTEL - RICHARDSON            | RICHARDSON     | USD  | 708.15       | (588.12)      | 120.03       |
| 2169 | USTX095301 | NORTEL - RICHARDSON            | RICHARDSON     | USD  | 178.88       | (148.57)      | 30.31        |
| 2169 | USTX095302 | "1820 N GREENVILLE, STE 100"   | RICHARDSON     | USD  | 28,467.23    | (13,084.51)   | 15,382.72    |
| 2169 | USTX095302 | "1820 N GREENVILLE, STE 100"   | RICHARDSON     | USD  | 29.51        | (29.51)       | -            |
| 2169 | USTX095303 | "1300 E. LOOKOUT DR, SUITE 3"  | RICHARDSON     | USD  | 6,092.84     | (1,826.19)    | 4,266.65     |
| 2169 | USTX095303 | "1300 E. LOOKOUT DR, SUITE 3"  | RICHARDSON     | USD  | 481.33       | (159.29)      | 322.04       |
| 2169 | USTX095501 | "4701 ROWLETT ROAD, SUITE 209" | ROWLETT        | USD  | 195,482.19   | (53,913.80)   | 141,568.39   |
| 2169 | USTX095501 | "4701 ROWLETT ROAD, SUITE 209" | ROWLETT        | USD  | 8,538.52     | (7,064.75)    | 1,473.77     |
| 2169 | USTX095501 | "4701 ROWLETT ROAD, SUITE 209" | ROWLETT        | USD  | 45,224.62    | (16,074.09)   | 29,150.53    |
| 2169 | USTX095701 | 231 ROTARY AVENUE              | SAN ANTONIO    | USD  | 3,645.14     | (1,205.06)    | 2,440.08     |
| 2169 | USTX095701 | 231 ROTARY AVENUE              | SAN ANTONIO    | USD  | 45,767.83    | (1,696.28)    | 44,071.55    |
| 2169 | USTX095701 | 231 ROTARY AVENUE              | SAN ANTONIO    | USD  | -            | -             | -            |
| 2169 | USTX096301 | 25329 I-45 NORTH               | THE WOODLANDS  | USD  | 5.53         | (5.53)        | -            |
| 2169 | USTX096501 | "105 JORDAN PLAZA, SUITE 102"  | TYLER          | USD  | 307.98       | (113.26)      | 194.72       |
| 2169 | USTX096701 | "13TH STREET, BLDG. B-13,SECT  | CLEARFIELD     | USD  | 212.08       | (77.98)       | 134.10       |
| 2169 | USUT097001 | 1601 W FOX PARK DR WEST        | JORDON         | USD  | 12.91        | (8.54)        | 4.37         |
| 2169 | USUT097201 | "5899 SOUTH STREET, STE 10"    | MURRAY         | USD  | 86.68        | (57.38)       | 29.30        |
| 2169 | USUT097202 | 5280 SOUTH 300 WEST            | MURRAY         | USD  | 285.84       | (157.67)      | 128.17       |
| 2169 | USUT097203 | 5286 S. 320 WEST STREET        | MURRAY         | USD  | 57.17        | (31.54)       | 25.63        |
| 2169 | USUT097301 | 1815 SOUTH STATE STREET        | OREM           | USD  | 398.35       | (279.55)      | 118.80       |
| 2169 | USUT097401 | 57 NORTH CARBON AVE            | PRICE          | USD  | 125.40       | (103.76)      | 21.64        |
| 2169 | USUT097402 | 50 NORTH CARBON AVE            | PRICE          | USD  | 36.88        | (24.41)       | 12.47        |
| 2169 | USUT097403 | 720 E MAIN ST                  | PRICE          | USD  | 38.73        | (25.64)       | 13.09        |
| 2169 | USUT097601 | 136 E. SOUTH TEMPLE            | SALT LAKE CITY | USD  | 335,827.33   | (91,411.77)   | 244,415.56   |
| 2169 | USUT097601 | 136 E. SOUTH TEMPLE            | SALT LAKE CITY | USD  | 134.62       | (49.51)       | 85.11        |
| 2169 | USUT097601 | 136 E. SOUTH TEMPLE            | SALT LAKE CITY | USD  | 1.84         | (1.52)        | 0.32         |
| 2169 | USUT097601 | 136 E. SOUTH TEMPLE            | SALT LAKE CITY | USD  | 16,870.47    | (6,475.86)    | 10,394.61    |
| 2169 | USUT097602 | "136 S. MAIN STREET, STE. 150" | SALT LAKE CITY | USD  | 8,481.71     | (1,041.02)    | 7,440.69     |
| 2169 | USUT097604 | 1977 W NORTH TEMPLE            | SALT LAKE CITY | USD  | 9.22         | (7.63)        | 1.59         |
| 2169 | USUT097605 | 201 EAST S TEMPLE              | SALT LAKE CITY | USD  | 44.26        | (16.28)       | 27.98        |
| 2169 | USUT097605 | 201 EAST S TEMPLE              | SALT LAKE CITY | USD  | 6,273.88     | (2,307.09)    | 3,966.79     |
| 2169 | USUT097606 | 2280 WEST ALEXANDER STREET     | SALT LAKE CITY | USD  | 309.82       | (113.93)      | 195.89       |
| 2169 | USUT097607 | 320 S 200 WEST                 | SALT LAKE CITY | USD  | 12.91        | (8.54)        | 4.37         |
| 2169 | USUT097608 | "4141 S HIGHLAND RD, UITE 300" | SALT LAKE CITY | USD  | 29.51        | (29.51)       | -            |
| 2169 | USUT097609 | "455 SOUTH 300 EAST, SUITE 200 | SALT LAKE CITY | USD  | 25.82        | (25.82)       | -            |
| 2169 | USUT097610 | "5225 WILEY POST WAY, SUITE 30 | SALT LAKE CITY | USD  | 53.48        | (44.25)       | 9.23         |
| 2169 | USUT097611 | "GLOBAL CENTER, SALT LAKE CITY | SALT LAKE CITY | USD  | 10,032.29    | (2,766.89)    | 7,265.40     |
| 2169 | USUT097611 | "GLOBAL CENTER, SALT LAKE CITY | SALT LAKE CITY | USD  | 37,466.18    | (14,678.79)   | 22,787.39    |
| 2169 | USUT097701 | 9575 BRANDY CREEK DR           | SANDY          | USD  | 12.91        | (8.54)        | 4.37         |
| 2169 | USUT097901 | 595 SOUTH BLUFF                | ST. GEORGE     | USD  | 359.61       | (132.23)      | 227.38       |
| 2169 | USVA098201 | "1530 WILSON BLVD, SUITE 650"  | ARLINGTON      | USD  | 839.11       | (839.11)      | -            |
| 2169 | USVA098201 | "1530 WILSON BLVD, SUITE 650"  | ARLINGTON      | USD  | 173.35       | (132.19)      | 41.16        |
| 2169 | USVA098201 | "1530 WILSON BLVD, SUITE 650"  | ARLINGTON      | USD  | 1,453.19     | (877.19)      | 576.00       |
| 2169 | USVA098201 | "1530 WILSON BLVD, SUITE 650"  | ARLINGTON      | USD  | 12.91        | (2.96)        | 9.95         |
| 2169 | USVA098201 | "1530 WILSON BLVD, SUITE 650"  | ARLINGTON      | USD  | 31.35        | (25.94)       | 5.41         |
| 2169 | USVA098202 | 3030 CLARENDON BLVD            | ARLINGTON      | USD  | 1.84         | (1.84)        | -            |
| 2169 | USVA098301 | "12715 FILIGREE COURT,1ST FLOO | ASHBURN        | USD  | 3,054.88     | (1,023.87)    | 2,031.01     |
| 2169 | USVA098301 | "12715 FILIGREE COURT,1ST FLOO | ASHBURN        | USD  | 296,780.71   | (19,310.55)   | 277,470.16   |
| 2169 | USVA098301 | "12715 FILIGREE COURT,1ST FLOO | ASHBURN        | USD  | -            | -             | -            |
| 2169 | USVA098301 | "12715 FILIGREE COURT,1ST FLOO | ASHBURN        | USD  | 857,320.54   | -             | 857,320.54   |
| 2169 | USVA098401 | INDUSTRIAL AVENUE              | CHESAPEAKE     | USD  | 20,189.51    | (5,531.37)    | 14,658.14    |
| 2169 | USVA098401 | INDUSTRIAL AVENUE              | CHESAPEAKE     | USD  | 7,704.95     | (3,187.54)    | 4,517.41     |
| 2169 | USVA098501 | 1615 N. FRANKLIN STREET        | CHRISTIAN BURG | USD  | 4,000.00     | (1,470.95)    | 2,529.05     |
| 2169 | USVA098701 | 11166 MAIN STREET SUITE 404    | FAIRFAX        | USD  | 9.22         | (9.22)        | -            |
| 2169 | USVA098701 | 11166 MAIN STREET SUITE 404    | FAIRFAX        | USD  | 52,135.83    | -             | 52,135.83    |
| 2169 | USVA098901 | 544 HERNDON PARKWAY            | HERNDON        | USD  | -            | -             | -            |
| 2169 | USVA099001 | 105 BRADLEY                    | LYNCHBURGH     | USD  | 21,292.80    | (7,830.06)    | 13,462.74    |
| 2169 | USVA099101 | 5583 PORTSMOUTH BLVD.          | PORTSMOUTH     | USD  | 123.56       | (68.15)       | 55.41        |
| 2169 | USVA099201 | 12100 SUNSET HILLS ROAD        | RESTON         | USD  | 64,215.61    | (175.93)      | 64,039.68    |
| 2169 | USVA099201 | 12100 SUNSET HILLS ROAD        | RESTON         | USD  | 17,665.07    | (5,425.76)    | 12,239.31    |
| 2169 | USVA099201 | 12100 SUNSET HILLS ROAD        | RESTON         | USD  | 1,432.51     | (1,177.35)    | 255.16       |
| 2169 | USVA099201 | 12100 SUNSET HILLS ROAD        | RESTON         | USD  | -            | -             | -            |
| 2169 | USVA099201 | 12100 SUNSET HILLS ROAD        | RESTON         | USD  | -            | -             | -            |
| 2169 | USVA099301 | 1108 EAST MAIN STREET          | RICHMOND       | USD  | 2,403.05     | (834.39)      | 1,568.66     |
| 2169 | USVA099302 | 1632 E PARHAM ROAD             | RICHMOND       | USD  | 232.37       | (109.85)      | 122.52       |
| 2169 | USVA099303 | 301 W. FRANKLIN STREET         | RICHMOND       | USD  | 47.95        | (22.67)       | 25.28        |
| 2169 | USVA099304 | 3823 GASKINS ROAD              | RICHMOND       | USD  | 2,500.70     | (919.56)      | 1,581.14     |
| 2169 | USVA099306 | 7487 WHITE PINE RD             | RICHMOND       | USD  | 16.60        | (16.60)       | -            |
| 2169 | USVA099401 | 45195 BUSINESS COURT           | STERLING       | USD  | 7,550.03     | (2,778.48)    | 4,771.55     |
| 2169 | USVA099501 | "7990 SCIENCE APPLIC.COURT,1FL | VIENNA         | USD  | -            | -             | -            |
| 2169 | USVA099501 | "7990 SCIENCE APPLIC.COURT,1FL | VIENNA         | USD  | 1.84         | (0.68)        | 1.16         |
| 2169 | USVA099502 | 1919 GALLOWS RD.               | VIENNA         | USD  | 20,378.10    | (8,383.77)    | 11,994.33    |
| 2169 | USVA099601 | 12030 SUNRISE VALLEY DRIVE     | VIRGINIA       | USD  | 7,304.48     | (2,517.55)    | 4,786.93     |
| 2169 | USVA099601 | 12030 SUNRISE VALLEY DRIVE     | VIRGINIA       | USD  | 81.14        | (53.71)       | 27.43        |
| 2169 | USVA099801 | 2700 POTOMAC MILLS CIRCLE      | WOODBIDGE      | USD  | 47.95        | (31.73)       | 16.22        |
| 2169 | USVA099802 | 14416 JEFFERSON DAVIS HWY      | WOODBIDGE      | USD  | 46.10        | (21.79)       | 24.31        |
| 2169 | USVT099901 | 999 PUTNEY ROAD                | BRATTLEBRO     | USD  | 47.95        | (39.68)       | 8.27         |
| 2169 | USVT100001 | 126 COLLEGE STREET             | BURLINGTON     | USD  | 18.44        | (15.26)       | 3.18         |
| 2169 | USVT100003 | 7 BURLINGTON SQUARE            | BURLINGTON     | USD  | -            | -             | -            |
| 2169 | USVT100003 | 7 BURLINGTON SQUARE            | BURLINGTON     | USD  | -            | -             | -            |

TRADEMARK

REEL: 003737 FRAME: 0137

| CoCd | Location   | Street Address                 | City              | Crvc | Current APC  | Accumul. dep.  | Curr.bk.val. |
|------|------------|--------------------------------|-------------------|------|--------------|----------------|--------------|
| 2169 | USVT100003 | 7 BURLINGTON SQUARE            | BURLINGTON        | USD  | -            | -              | -            |
| 2169 | USVT100003 | 7 BURLINGTON SQUARE            | BURLINGTON        | USD  | -            | -              | -            |
| 2169 | USVT100003 | 7 BURLINGTON SQUARE            | BURLINGTON        | USD  | -            | -              | -            |
| 2169 | USVT100003 | 7 BURLINGTON SQUARE            | BURLINGTON        | USD  | -            | -              | -            |
| 2169 | USVT100003 | 7 BURLINGTON SQUARE            | BURLINGTON        | USD  | -            | -              | -            |
| 2169 | USVT100004 | "729 MAIN STREET, BURLINGTON"  | BURLINGTON        | USD  | 66.39        | (53.77)        | 12.62        |
| 2169 | USVT100101 | JOHNSON STATE COLLEGE          | JOHNSON           | USD  | 2,093.13     | (1,604.15)     | 488.98       |
| 2169 | USVT100201 | "1 PINE HAVEN SHORE RD, 2FLRST | SHELBURNE         | USD  | 119.87       | (66.13)        | 53.74        |
| 2169 | USVT100301 | 2 NORTH MAIN STREET            | ST. ALBANS        | USD  | 597.51       | (389.00)       | 208.51       |
| 2169 | USWA100401 | 3310 AUBURN WAY NORTH          | AUBURN            | USD  | 119.87       | (119.87)       | -            |
| 2169 | USWA100402 | 412 8TH STREET SW SUITE E      | AUBURN            | USD  | 71.92        | (47.61)        | 24.31        |
| 2169 | USWA100501 | 500 108TH AVE NE #800          | BELLEVUE          | USD  | 31.35        | (31.35)        | -            |
| 2169 | USWA100502 | 12819 S EAST 38TH STREET       | BELLEVUE          | USD  | 46.10        | (38.14)        | 7.96         |
| 2169 | USWA100503 | 10655 NE 4TH STREET            | BELLEVUE          | USD  | 46.10        | (38.14)        | 7.96         |
| 2169 | USWA100601 | 12309 152ND STREET             | BRUSH PRAIRIE     | USD  | 79.30        | (52.49)        | 26.81        |
| 2169 | USWA100901 | 2333 S TACOMA                  | KENNEWICK         | USD  | 18.44        | (18.44)        | -            |
| 2169 | USWA101001 | "22431 83RD AVE, SOUTH"        | KENT              | USD  | 84.83        | (56.15)        | 28.68        |
| 2169 | USWA101301 | "8430 154TH AVE NE, 2ND FLOOR" | REDMOND           | USD  | 7,928.08     | (3,289.21)     | 4,638.87     |
| 2169 | USWA101302 | "8547 154TH AVE., NE"          | REDMOND           | USD  | 142.00       | (78.33)        | 63.67        |
| 2169 | USWA101401 | 1110 THIRD AVENUE #720         | SEATTLE           | USD  | 1,060.41     | (877.38)       | 183.03       |
| 2169 | USWA101401 | 1110 THIRD AVENUE #720         | SEATTLE           | USD  | 15,878.32    | (15,878.32)    | -            |
| 2169 | USWA101402 | 1122 3RD AVENUE                | SEATTLE           | USD  | 22,867.73    | (5,405.92)     | 17,461.81    |
| 2169 | USWA101404 | "1420 FIFTH AVE, 28TH FLR,S280 | SEATTLE           | USD  | 110.65       | (73.24)        | 37.41        |
| 2169 | USWA101405 | 1725 8TH AVE SOUTH             | SEATTLE           | USD  | 59.01        | (39.05)        | 19.96        |
| 2169 | USWA101406 | 2001 6TH AVENUE                | SEATTLE           | USD  | 459,916.12   | (125,837.28)   | 334,078.84   |
| 2169 | USWA101406 | 2001 6TH AVENUE                | SEATTLE           | USD  | 7,470.29     | (1,573.19)     | 5,897.10     |
| 2169 | USWA101406 | 2001 6TH AVENUE                | SEATTLE           | USD  | 59,299.33    | (41,503.35)    | 17,795.98    |
| 2169 | USWA101406 | 2001 6TH AVENUE                | SEATTLE           | USD  | 6,211.17     | (2,648.24)     | 3,562.93     |
| 2169 | USWA101406 | 2001 6TH AVENUE                | SEATTLE           | USD  | 122,634.13   | (24,615.38)    | 98,018.75    |
| 2169 | USWA101406 | 2001 6TH AVENUE                | SEATTLE           | USD  | 2,120.78     | (1,811.71)     | 309.07       |
| 2169 | USWA101406 | 2001 6TH AVENUE                | SEATTLE           | USD  | 8,325.31     | (2,259.90)     | 6,065.41     |
| 2169 | USWA101406 | 2001 6TH AVENUE                | SEATTLE           | USD  | 45,833.13    | (9,819.59)     | 36,013.54    |
| 2169 | USWA101406 | 2001 6TH AVENUE                | SEATTLE           | USD  | 25.82        | (9.50)         | 16.32        |
| 2169 | USWA101406 | 2001 6TH AVENUE                | SEATTLE           | USD  | 27,365.17    | (10,793.87)    | 16,571.30    |
| 2169 | USWA101406 | 2001 6TH AVENUE                | SEATTLE           | USD  | 3,291,722.68 | (1,424,958.88) | 1,866,763.80 |
| 2169 | USWA101406 | 2001 6TH AVENUE                | SEATTLE           | USD  | 64,155.16    | -              | 64,155.16    |
| 2169 | USWA101406 | 2001 6TH AVENUE                | SEATTLE           | USD  | -            | -              | -            |
| 2169 | USWA101406 | 2001 6TH AVENUE                | SEATTLE           | USD  | -            | -              | -            |
| 2169 | USWA101406 | 2001 6TH AVENUE                | SEATTLE           | USD  | 237,594.50   | -              | 237,594.50   |
| 2169 | USWA101407 | 2006 S WELER                   | SEATTLE           | USD  | 237.90       | (127.45)       | 110.45       |
| 2169 | USWA101408 | 2033 6TH AVENUE                | SEATTLE           | USD  | 23,605.40    | (6,009.55)     | 17,595.85    |
| 2169 | USWA101409 | "2201 6TH AVENUE, SUITE 1205"  | SEATTLE           | USD  | 48,748.84    | (22,110.43)    | 26,638.41    |
| 2169 | USWA101410 | "2401 4TH AVENUE, SUITE 800"   | SEATTLE           | USD  | -            | -              | -            |
| 2169 | USWA101410 | "2401 4TH AVENUE, SUITE 800"   | SEATTLE           | USD  | -            | -              | -            |
| 2169 | USWA101411 | "2414 SW ANDOVER ST, 1ST FLOOR | SEATTLE           | USD  | 1,399.73     | (1,158.13)     | 241.60       |
| 2169 | USWA101411 | "2414 SW ANDOVER ST, 1ST FLOOR | SEATTLE           | USD  | 11.07        | (11.07)        | -            |
| 2169 | USWA101412 | 300 ELLIOTT AVE SUITE 330&560  | SEATTLE           | USD  | -            | -              | -            |
| 2169 | USWA101412 | 300 ELLIOTT AVE SUITE 330&560  | SEATTLE           | USD  | 3,828.52     | (2,536.65)     | 1,291.87     |
| 2169 | USWA101412 | 300 ELLIOTT AVE SUITE 330&560  | SEATTLE           | USD  | 14.74        | (14.74)        | -            |
| 2169 | USWA101412 | 300 ELLIOTT AVE SUITE 330&560  | SEATTLE           | USD  | -            | -              | -            |
| 2169 | USWA101412 | 300 ELLIOTT AVE SUITE 330&560  | SEATTLE           | USD  | -            | -              | -            |
| 2169 | USWA101412 | 300 ELLIOTT AVE SUITE 330&560  | SEATTLE           | USD  | 1,128.63     | (415.02)       | 713.61       |
| 2169 | USWA101413 | "375 CORPORATE DRIVE, S.STE 10 | SEATTLE           | USD  | 359.61       | (148.76)       | 210.85       |
| 2169 | USWA101414 | "600 UNIVERSITY ST, SUITE 820" | SEATTLE           | USD  | 189.95       | (125.73)       | 64.22        |
| 2169 | USWA101415 | 6015 6TH ST SOUTH              | SEATTLE           | USD  | 547.72       | (453.18)       | 94.54        |
| 2169 | USWA101415 | 6015 6TH ST SOUTH              | SEATTLE           | USD  | 5.53         | (5.53)         | -            |
| 2169 | USWA101416 | 615 SOUTH ALASKA STREET        | SEATTLE           | USD  | 267.40       | (147.51)       | 119.89       |
| 2169 | USWA101417 | 8300 MILITARY RD SOUTH         | SEATTLE           | USD  | 11.07        | (11.07)        | -            |
| 2169 | USWA101418 | 900 4TH AVENUE                 | SEATTLE           | USD  | 160.44       | (88.49)        | 71.95        |
| 2169 | USWA101418 | 900 4TH AVENUE                 | SEATTLE           | USD  | 805.91       | (533.45)       | 272.46       |
| 2169 | USWA101418 | 900 4TH AVENUE                 | SEATTLE           | USD  | 1,041.96     | (924.83)       | 117.13       |
| 2169 | USWA101418 | 900 4TH AVENUE                 | SEATTLE           | USD  | 7,081.62     | (3,348.18)     | 3,733.44     |
| 2169 | USWA101418 | 900 4TH AVENUE                 | SEATTLE           | USD  | 571.68       | (210.19)       | 361.49       |
| 2169 | USWA101419 | "9725 THIRD AVE NE,3RD FLR,#30 | SEATTLE           | USD  | 44.26        | (36.62)        | 7.64         |
| 2169 | USWA101419 | "9725 THIRD AVE NE,3RD FLR,#30 | SEATTLE           | USD  | -            | -              | -            |
| 2169 | USWA101420 | SEA-MB LEVEL 3-FIBER/CONDUIT   | SEATTLE           | USD  | 31,627.55    | (8,051.87)     | 23,575.68    |
| 2169 | USWA101501 | 1212 NORTH WASHINGTON ST ST200 | SPOKANE           | USD  | 68.23        | (68.23)        | -            |
| 2169 | USWA101502 | "421 W RIVERSIDE AVE, SUITE 77 | SPOKANE           | USD  | 33.20        | (33.20)        | -            |
| 2169 | USWA101503 | "SPOKANE INDUSTRIES PARK,BLDG2 | SPOKANE           | USD  | 173.35       | (104.58)       | 68.77        |
| 2169 | USWA101504 | 2310 N FANCHER ROAD            | SPOKANE           | USD  | 1,523.28     | (781.37)       | 741.91       |
| 2169 | USWA101601 | 7272 CLEANWATER LANE           | TUMWATER          | USD  | 46.10        | (46.10)        | -            |
| 2169 | USWA101701 | "1111 MAIN STREET, SUITE 520"  | VANCOUVER         | USD  | 306.13       | (257.43)       | 48.70        |
| 2169 | USWA101702 | 9901 NE 7TH AVENUE C-237       | VANCOUVER         | USD  | 66.39        | (43.95)        | 22.44        |
| 2169 | USWA101703 | "16209 SE MCGILLIVRAY, STE L"  | VANCOUVER         | USD  | 75.61        | (50.04)        | 25.57        |
| 2169 | USWA101704 | 7000 NE 40TH AVENUE            | VANCOUVER         | USD  | 156.75       | (74.10)        | 82.65        |
| 2169 | USWA101801 | 17280 WOODINVILLE REDMOND RDNE | WOODINVILLE       | USD  | 3.68         | (3.68)         | -            |
| 2169 | USWA101901 | 1460 NORTH 16TH AVE            | YAKIMA            | USD  | 1.84         | (1.84)         | -            |
| 2169 | USWA101902 | "402 EAST YAKIMA AVE, 13TH FLR | YAKIMA            | USD  | 1.84         | (1.84)         | -            |
| 2169 | USWA101903 | 103 NORTH 7TH AVENUE           | YAKIMA            | USD  | 127.25       | (46.80)        | 80.45        |
| 2169 | USWH102001 | 628 DOOR ST                    | ANTIGO            | USD  | 75.61        | (50.04)        | 25.57        |
| 2169 | USWH102101 | ZUELKE BLD 103 W COLLEGE #303  | APPLETON          | USD  | 752.42       | (622.55)       | 129.87       |
| 2169 | USWH102101 | ZUELKE BLD 103 W COLLEGE #303  | APPLETON          | USD  | 22,491.51    | (11,428.70)    | 11,062.81    |
| 2169 | USWH102102 | "611 N LYNDALE, STE 140"       | APPLETON          | USD  | 12.91        | (7.12)         | 5.79         |
| 2169 | USWH102103 | 3040 W ELBERG AVE              | APPLETON          | USD  | 269.25       | (178.22)       | 91.03        |
| 2169 | USWH102104 | 111 S LILAS DR                 | APPLETON          | USD  | 134.62       | (89.11)        | 45.51        |
| 2169 | USWH102105 | 2626 W WISCONSIN AVE           | APPLETON          | USD  | 29.51        | (19.53)        | 9.98         |
| 2169 | USWH102106 | 330 WOODS EDGE DRIVE           | APPLETON          | USD  | 31.35        | (20.76)        | 10.59        |
| 2169 | USWH102107 | N1046 TOWERVIEW DRIVE          | APPLETON          | USD  | 18.44        | (10.17)        | 8.27         |
| 2169 | USWH102108 | 1500 N. CASALOMA DRIVE         | APPLETON          | USD  | 627.02       | (255.19)       | 371.83       |
| 2169 | USWH102301 | 204 W. SOUTH STREET            | BAR DUEL          | USD  | 73.77        | (73.77)        | 46.63        |
| 2169 | USWH102401 | 3114 S HIGHWAY 12              | BARABOO           | USD  | 112.49       | (61.69)        | 50.80        |
| 2169 | USWH102402 | 324 S. HIGHWAY 12              | BARABOO           | USD  | 147.53       | (54.24)        | 93.29        |
| 2169 | USWH102501 | 225 MEMORIAL DRIVE             | BERLIN            | USD  | 53.48        | (35.40)        | 18.08        |
| 2169 | USWH102601 | 405 AIRPORT ROAD               | BLACK RIVER FALLS | USD  | 35.04        | (22.89)        | 12.15        |

TRADEMARK

REEL: 003737 FRAME: 0138

| CoCd | Location   | Street Address                 | City              | Crcy | Current APC | Accumul. dep. | Curr.bk.val. |
|------|------------|--------------------------------|-------------------|------|-------------|---------------|--------------|
| 2169 | USW1102602 | HWY 54 ROUTE 5                 | BLACK RIVER FALLS | USD  | 88.52       | (41.86)       | 46.66        |
| 2169 | USW1102701 | 117 1/2 W GREENBAY STREET      | BONDUEL           | USD  | 101.43      | (67.14)       | 34.29        |
| 2169 | USW1102801 | 2310 FIRST CENTER AVENUE       | BRODHEAD          | USD  | 27.66       | (18.30)       | 9.36         |
| 2169 | USW1103001 | 4860 HALLIE RD                 | CHIPPewa FALLS    | USD  | 35.04       | (19.33)       | 15.71        |
| 2169 | USW1103201 | 540 BOWERS BLVD                | DELEVAN           | USD  | 31.35       | (20.76)       | 10.59        |
| 2169 | USW1103202 | 1038 EAST GENEVA STREET        | DELEVAN           | USD  | 27.66       | (18.30)       | 9.36         |
| 2169 | USW1103203 | N3320 HWY US HWY 14            | DELEVAN           | USD  | 57.17       | (31.54)       | 25.63        |
| 2169 | USW1103301 | 1273 W RED TAIL DR             | DEPERE            | USD  | 86.68       | (57.38)       | 29.30        |
| 2169 | USW1103302 | 1031 LAWRENCE DRIVE            | DEPERE            | USD  | 33.20       | (21.98)       | 11.22        |
| 2169 | USW1103401 | 1325 W CLAIRMONT AVE           | EAU CLAIRE        | USD  | 10,679.59   | (5,546.10)    | 5,133.49     |
| 2169 | USW1103402 | 210 WATER STREET               | EAU CLAIRE        | USD  | 5.53        | (5.53)        | -            |
| 2169 | USW1103403 | 2132 EASTRIDGE CENTER          | EAU CLAIRE        | USD  | 1,331.48    | (489.63)      | 841.85       |
| 2169 | USW1103404 | 2268 BIRCH STREET              | EAU CLAIRE        | USD  | 153.07      | (84.43)       | 68.64        |
| 2169 | USW1103405 | 402 GRAHAM #701                | EAU CLAIRE        | USD  | 199.17      | (94.16)       | 105.01       |
| 2169 | USW1103406 | "EAU CLAIRE, WI"               | EAU CLAIRE        | USD  | 73.77       | (20.36)       | 53.41        |
| 2169 | USW1103501 | "217 N MAIN STREET, 1ST FLOOR" | EDGERTON          | USD  | 27.66       | (18.30)       | 9.36         |
| 2169 | USW1103601 | "500 UNION STREET, 1ST FLOOR"  | EVANSVILLE        | USD  | 27.66       | (18.30)       | 9.36         |
| 2169 | USW1103702 | N5756 HWY 151                  | FOND DU LAC       | USD  | 25.82       | (12.21)       | 13.61        |
| 2169 | USW1103801 | N 116 W 15970 MAIN STREET      | GERMANTOWN        | USD  | 114.34      | (42.04)       | 72.30        |
| 2169 | USW1103901 | 6101 N. BAKER ROAD             | GLENDALE          | USD  | 627.02      | (518.79)      | 108.23       |
| 2169 | USW1104001 | 1123 CEDAR STREET              | GREEN BAY         | USD  | 553.25      | (457.76)      | 95.49        |
| 2169 | USW1104001 | 1123 CEDAR STREET              | GREEN BAY         | USD  | 1,584.14    | (1,310.71)    | 273.43       |
| 2169 | USW1104001 | 1123 CEDAR STREET              | GREEN BAY         | USD  | 265.56      | (143.17)      | 122.39       |
| 2169 | USW1104002 | 113 ST JOSEPH 1ST FLOOR        | GREEN BAY         | USD  | 51.64       | (34.19)       | 17.45        |
| 2169 | USW1104003 | "1150 SPRINGHURST DR,ST140,EXC | GREEN BAY         | USD  | 101.43      | (67.14)       | 34.29        |
| 2169 | USW1104004 | 1232 MAIN STREET               | GREEN BAY         | USD  | 12.91       | (6.10)        | 6.81         |
| 2169 | USW1104005 | 124 SPEIGLER STREET            | GREEN BAY         | USD  | 82.99       | (45.77)       | 37.22        |
| 2169 | USW1104006 | 1330 BELLEVUE STREET           | GREEN BAY         | USD  | 462.88      | (233.48)      | 229.40       |
| 2169 | USW1104007 | 1700 N WEBSTER AVE SECOND AVE  | GREEN BAY         | USD  | 86.68       | (46.65)       | 40.03        |
| 2169 | USW1104008 | 1901 S. ONEIDA STREET          | GREEN BAY         | USD  | 42.42       | (23.40)       | 19.02        |
| 2169 | USW1104009 | 2353 RIDGE ROAD                | GREEN BAY         | USD  | 7.38        | (4.07)        | 3.31         |
| 2169 | USW1104010 | 2661 SO BROADWAY               | GREEN BAY         | USD  | 3.69        | (3.69)        | -            |
| 2169 | USW1104010 | 2661 SO BROADWAY               | GREEN BAY         | USD  | -           | -             | -            |
| 2169 | USW1104010 | 2661 SO BROADWAY               | GREEN BAY         | USD  | 24,036.93   | (11,872.01)   | 12,164.92    |
| 2169 | USW1104011 | 2710 EXECUTIVE DRIVE           | GREEN BAY         | USD  | -           | -             | -            |
| 2169 | USW1104011 | 2710 EXECUTIVE DRIVE           | GREEN BAY         | USD  | -           | -             | -            |
| 2169 | USW1104011 | 2710 EXECUTIVE DRIVE           | GREEN BAY         | USD  | 5.52        | (4.58)        | 0.94         |
| 2169 | USW1104011 | 2710 EXECUTIVE DRIVE           | GREEN BAY         | USD  | -           | -             | -            |
| 2169 | USW1104011 | 2710 EXECUTIVE DRIVE           | GREEN BAY         | USD  | -           | -             | -            |
| 2169 | USW1104012 | 2737 S RIDGE ROAD              | GREEN BAY         | USD  | 1,251.23    | (734.60)      | 516.63       |
| 2169 | USW1104012 | 2737 S RIDGE ROAD              | GREEN BAY         | USD  | 2,369.76    | (257.16)      | 2,112.60     |
| 2169 | USW1104012 | 2737 S RIDGE ROAD              | GREEN BAY         | USD  | 20,244.47   | (11,200.18)   | 9,044.29     |
| 2169 | USW1104012 | 2737 S RIDGE ROAD              | GREEN BAY         | USD  | 12,406.37   | (5,173.29)    | 7,233.08     |
| 2169 | USW1104012 | 2737 S RIDGE ROAD              | GREEN BAY         | USD  | 23,870.92   | (12,424.38)   | 11,446.54    |
| 2169 | USW1104012 | 2737 S RIDGE ROAD              | GREEN BAY         | USD  | -           | -             | -            |
| 2169 | USW1104013 | 2777 S RIDGE ROAD              | GREEN BAY         | USD  | 863.07      | (569.77)      | 293.30       |
| 2169 | USW1104014 | 3014 HOLMGREN WAY              | GREEN BAY         | USD  | 29.51       | (19.53)       | 9.98         |
| 2169 | USW1104015 | "3061 S RIDGE RD, PO BOX 2475" | GREEN BAY         | USD  | 64.55       | (64.55)       | -            |
| 2169 | USW1104015 | "3061 S RIDGE RD, PO BOX 2475" | GREEN BAY         | USD  | 1,266.85    | (1,266.85)    | -            |
| 2169 | USW1104015 | "3061 S RIDGE RD, PO BOX 2475" | GREEN BAY         | USD  | 2,908.26    | (1,934.49)    | 973.77       |
| 2169 | USW1104016 | 580 POTTS AVENUE               | GREEN BAY         | USD  | 82.99       | (45.77)       | 37.22        |
| 2169 | USW1104017 | 700 PILGRIM WAY                | GREEN BAY         | USD  | 90.36       | (59.81)       | 30.55        |
| 2169 | USW1104018 | 744 S WEBSTER AVENUE           | GREEN BAY         | USD  | 361.45      | (249.72)      | 111.73       |
| 2169 | USW1104019 | 975 HANSEN RD                  | GREEN BAY         | USD  | 516.36      | (281.56)      | 234.80       |
| 2169 | USW1104020 | "GREEN BAY, WI"                | GREEN BAY         | USD  | 5,389.45    | (395.13)      | 4,994.32     |
| 2169 | USW1104010 | N987 CRAFTSMEN DRIVE           | GREENVILLE        | USD  | 167.82      | (79.34)       | 88.48        |
| 2169 | USW1104301 | "1 PARKER PLACE, SUITE 750"    | JANESVILLE        | USD  | 31.35       | (20.76)       | 10.59        |
| 2169 | USW1104302 | 1000 MINERAL POINT AVE         | JANESVILLE        | USD  | 153.06      | (74.82)       | 78.24        |
| 2169 | USW1104303 | 113 S FRANKLIN STREET          | JANESVILLE        | USD  | 66.39       | (43.95)       | 22.44        |
| 2169 | USW1104304 | 119 S PARKER DRIVE             | JANESVILLE        | USD  | 59.01       | (39.05)       | 19.96        |
| 2169 | USW1104305 | 2100 EAST MILWAUKEE            | JANESVILLE        | USD  | 47.95       | (31.73)       | 16.22        |
| 2169 | USW1104306 | 557 N WASHINGTON STREET        | JANESVILLE        | USD  | 49.79       | (32.96)       | 16.83        |
| 2169 | USW1104307 | 580 N WASHINGTON AVE           | JANESVILLE        | USD  | 25.82       | (17.09)       | 8.73         |
| 2169 | USW1104401 | 5935 7TH AVENUE                | KENOSHA           | USD  | 18.44       | (15.26)       | 3.18         |
| 2169 | USW1104403 | 6950 51ST STREET               | KENOSHA           | USD  | 632.55      | (299.08)      | 333.47       |
| 2169 | USW1104501 | 1034 1ST STREET                | KEWAUNEE          | USD  | 9.22        | (5.09)        | 4.13         |
| 2169 | USW1104601 | 206 FIFTH AVE SOUTH            | LA CROSSE         | USD  | 9,547.27    | (4,015.63)    | 5,531.64     |
| 2169 | USW1104602 | "106 CAMARON AVENUE, 2ND FLOOR | LA CROSSE         | USD  | 36.88       | (24.41)       | 12.47        |
| 2169 | USW1104701 | "569 BROAD STREET, 1ST FLOOR"  | LAKE GENEVA       | USD  | 27.66       | (18.30)       | 9.36         |
| 2169 | USW1104801 | 15235 HIGHWAY 32               | LAKEWOOD          | USD  | 66.39       | (43.95)       | 22.44        |
| 2169 | USW1104901 | 1212 DEMING WAY                | MADISON           | USD  | 12.91       | (7.12)        | 5.79         |
| 2169 | USW1104902 | 1812 WEST BELTLINE HWY         | MADISON           | USD  | 49.79       | (32.96)       | 16.83        |
| 2169 | USW1104903 | "224 W WASHINGTON AVE, STE. 10 | MADISON           | USD  | 12,796.72   | (5,208.92)    | 7,587.80     |
| 2169 | USW1104904 | 2401 INTERNATIONAL LANE        | MADISON           | USD  | 92.21       | (50.87)       | 41.34        |
| 2169 | USW1104905 | 2401 S PARK STREET             | MADISON           | USD  | 304.29      | (201.42)      | 102.87       |
| 2169 | USW1104906 | 244 W. WASHINGTON AVE STE 107  | MADISON           | USD  | 50,179.91   | (22,398.71)   | 27,781.20    |
| 2169 | USW1104907 | 2501 INTERNATIONAL LANE        | MADISON           | USD  | 75.61       | (50.04)       | 25.57        |
| 2169 | USW1104908 | 255 N SHERMAN                  | MADISON           | USD  | 169.67      | (85.00)       | 84.67        |
| 2169 | USW1104911 | 3650 MILWAUKEE STREET          | MADISON           | USD  | 1,268.79    | (466.57)      | 802.22       |
| 2169 | USW1104912 | "37 KESSEL COURT, STE 211"     | MADISON           | USD  | 44.26       | (29.29)       | 14.97        |
| 2169 | USW1104913 | 640 W. WASHINGTON AVE STE 302  | MADISON           | USD  | 757.95      | (627.12)      | 130.83       |
| 2169 | USW1104914 | 6425 NORMANDY LANE             | MADISON           | USD  | 164.13      | (60.37)       | 103.76       |
| 2169 | USW1104915 | "644 SCIENCE DRIVE, STE 301"   | MADISON           | USD  | 132.78      | (48.82)       | 83.96        |
| 2169 | USW1104916 | 702 E. WASHINGTON AVE.         | MADISON           | USD  | 140.16      | (66.26)       | 73.90        |
| 2169 | USW1104917 | 8030 EXCELSIOR                 | MADISON           | USD  | 979.25      | (365.52)      | 613.73       |
| 2169 | USW1104918 | 810 W BADGER RD                | MADISON           | USD  | 46.10       | (30.51)       | 15.59        |
| 2169 | USW1105001 | 2318 WALDO BLVD                | MANITOWOC         | USD  | 11.07       | (9.16)        | 1.91         |
| 2169 | USW1105002 | 402 NORTH 10TH STREET          | MANITOWOC         | USD  | 258.18      | (94.95)       | 163.23       |
| 2169 | USW1105101 | 1801 MARINETTE AVE             | MARINETTE         | USD  | 66.39       | (43.95)       | 22.44        |
| 2169 | USW1105102 | 2720 CAHILL ROAD               | MARINETTE         | USD  | 188.11      | (70.54)       | 117.57       |
| 2169 | USW1105103 | 3123 SHORE DRIVE               | MARINETTE         | USD  | 12.91       | (6.10)        | 6.81         |
| 2169 | USW1105201 | 17-10 3M DRIVE                 | MENOMINEE         | USD  | 60.86       | (33.56)       | 27.30        |
| 2169 | USW1105301 | N82 W15855 VALLEY VIEW         | MENOMONEE FALLS   | USD  | 79.30       | (52.49)       | 26.81        |
| 2169 | USW1105401 | 10400 ENTERPRISE DRIVE         | MEQUON            | USD  | 167.82      | (79.34)       | 88.48        |

TRADEMARK

REEL: 003737 FRAME: 0139

| CoCd       | Location   | Street Address                  | City             | Crcy | Current APC    | Accumul. dep.   | Curr.bk.val.   |
|------------|------------|---------------------------------|------------------|------|----------------|-----------------|----------------|
| 2169       | USW1105501 | 2711 ALLEN BLVD                 | MIDDLETON        | USD  | 25.82          | (17.09)         | 8.73           |
| 2169       | USW1105601 | "10625 W NORTH AVE, BASEMENT"   | MILWAUKEE        | USD  | 212.08         | (116.97)        | 95.11          |
| 2169       | USW1105602 | "111 E. WISCONSIN AVE., STE 210 | MILWAUKEE        | USD  | 300.60         | (142.12)        | 158.48         |
| 2169       | USW1105603 | 11270 WEST PARKPLACE            | MILWAUKEE        | USD  | 123.56         | (81.78)         | 41.78          |
| 2169       | USW1105604 | "216 N. WATER ST., 3RD FLOOR"   | MILWAUKEE        | USD  | 123.56         | (68.15)         | 55.41          |
| 2169       | USW1105605 | 2323 N MAYFAIR ROAD SUITE 600   | MILWAUKEE        | USD  | 35.04          | (28.99)         | 6.05           |
| 2169       | USW1105606 | 2375 S URREL                    | MILWAUKEE        | USD  | 31.35          | (20.76)         | 10.59          |
| 2169       | USW1105607 | 324 E WISCONSIN AVE             | MILWAUKEE        | USD  | -              | -               | -              |
| 2169       | USW1105607 | 324 E WISCONSIN AVE             | MILWAUKEE        | USD  | -              | -               | -              |
| 2169       | USW1105608 | 3555 S 27TH STREET              | MILWAUKEE        | USD  | 9.22           | (9.22)          | -              |
| 2169       | USW1105609 | "411 E WISCONSIN AVE, SUITE 51  | MILWAUKEE        | USD  | 49,442.24      | (12,442.64)     | 36,999.60      |
| 2169       | USW1105609 | "411 E WISCONSIN AVE, SUITE 51  | MILWAUKEE        | USD  | 14,111.60      | (11,750.61)     | 2,360.99       |
| 2169       | USW1105609 | "411 E WISCONSIN AVE, SUITE 51  | MILWAUKEE        | USD  | 5,779.62       | (2,485.29)      | 3,294.33       |
| 2169       | USW1105609 | "411 E WISCONSIN AVE, SUITE 51  | MILWAUKEE        | USD  | 72,646.11      | (13,052.72)     | 59,593.39      |
| 2169       | USW1105609 | "411 E WISCONSIN AVE, SUITE 51  | MILWAUKEE        | USD  | 22,622.43      | (22,279.30)     | 343.13         |
| 2169       | USW1105609 | "411 E WISCONSIN AVE, SUITE 51  | MILWAUKEE        | USD  | 12,056.56      | (2,891.72)      | 9,164.84       |
| 2169       | USW1105609 | "411 E WISCONSIN AVE, SUITE 51  | MILWAUKEE        | USD  | 24,761.55      | (9,019.12)      | 15,742.43      |
| 2169       | USW1105609 | "411 E WISCONSIN AVE, SUITE 51  | MILWAUKEE        | USD  | 314,156.47     | (165,997.70)    | 148,158.77     |
| 2169       | USW1105610 | 4900 W BROWN DEER RD            | MILWAUKEE        | USD  | -              | -               | -              |
| 2169       | USW1105611 | 5061 W STATE ST                 | MILWAUKEE        | USD  | 143.84         | (74.00)         | 69.84          |
| 2169       | USW1105612 | 777 EAST WISCONSIN AVENUE       | MILWAUKEE        | USD  | 195.48         | (129.39)        | 66.09          |
| 2169       | USW1105613 | "7915 W APPLETON AVE, 1ST FLR"  | MILWAUKEE        | USD  | 81.14          | (53.71)         | 27.43          |
| 2169       | USW1105614 | 8220 W SLESKE CT. 1ST FLOOR     | MILWAUKEE        | USD  | 64.55          | (42.72)         | 21.83          |
| 2169       | USW1105615 | 839 N JEFFERSON STREET          | MILWAUKEE        | USD  | 79.30          | (52.49)         | 26.81          |
| 2169       | USW1105616 | "8901 W WATERTOWN PLANK, STE LL | MILWAUKEE        | USD  | 25.82          | (14.24)         | 11.58          |
| 2169       | USW1105617 | "942 JUNEAU, ASTOR BLDG 2ND FL  | MILWAUKEE        | USD  | 47.95          | (31.73)         | 16.22          |
| 2169       | USW1105618 | "9700 W BLUEMOUND, 1ST FLR, S20 | MILWAUKEE        | USD  | 153.07         | (84.43)         | 68.64          |
| 2169       | USW1105701 | 1112 7TH AVE                    | MONROE           | USD  | 15,183.10      | (6,838.11)      | 8,344.99       |
| 2169       | USW1105702 | 109 WEST 8TH STREET             | MONROE           | USD  | 2,054.42       | (755.49)        | 1,298.93       |
| 2169       | USW1105801 | "55 JEWELERS PARK DR, NEENAH"   | NEENAH           | USD  | 2,037.57       | (581.28)        | 1,456.29       |
| 2169       | USW1105802 | 630 MUTTART ROAD                | NEENAH           | USD  | 51.64          | (34.19)         | 17.45          |
| 2169       | USW1105901 | 949 CTY TRUNK G                 | NEKOOSA          | USD  | 123.56         | (65.39)         | 58.17          |
| 2169       | USW1106001 | 16363 W RYERSON                 | NEW BERLIN       | USD  | 2,082.06       | (1,346.22)      | 735.84         |
| 2169       | USW1106002 | 5405 S WESTRIDGE CT             | NEW BERLIN       | USD  | 82.99          | (54.94)         | 28.05          |
| 2169       | USW1106003 | 17000 W. CLEVELAND AVENUE       | NEW BERLIN       | USD  | 256.34         | (94.25)         | 162.09         |
| 2169       | USW1106201 | 9350 A 22ND STREET              | OAK CREEK        | USD  | 94.05          | (51.88)         | 42.17          |
| 2169       | USW1106301 | 715 MAIN ST                     | OCONTO           | USD  | 57.17          | (37.84)         | 19.33          |
| 2169       | USW1106302 | 405 1ST STREET                  | OCONTO           | USD  | 7.38           | (4.07)          | 3.31           |
| 2169       | USW1106401 | 121 FRENCH STREET               | PESHTIGO         | USD  | 7.38           | (4.07)          | 3.31           |
| 2169       | USW1106601 | 1800 SUNSET DRIVE               | PLYMOUTH         | USD  | 125.40         | (80.22)         | 45.18          |
| 2169       | USW1106602 | N5 821 COUNTRY ROAD             | PLYMOUTH         | USD  | 108.81         | (72.02)         | 36.79          |
| 2169       | USW1106701 | 369 W WESTERN AVE               | PURT WASHINGTON  | USD  | 95.90          | (63.48)         | 32.42          |
| 2169       | USW1106801 | 331 W GREEN BAY ST              | PULASKI          | USD  | 272.94         | (100.35)        | 172.59         |
| 2169       | USW1106901 | 335 S. HIGH STREET              | RANDOLPH         | USD  | 387.28         | (183.11)        | 204.17         |
| 2169       | USW1107001 | 1672 MENOMINEE DRIVE            | RHINELANDER      | USD  | 12.91          | (8.54)          | 4.37           |
| 2169       | USW1107201 | 2806 NORTH 15TH STREET          | SHEBOYGN         | USD  | 114.34         | (42.04)         | 72.30          |
| 2169       | USW1107301 | W7740 PINE STREET               | SHIOCTON         | USD  | 33.20          | (21.98)         | 11.22          |
| 2169       | USW1107501 | 1625 DEPOT STREET               | STEVENS POINT    | USD  | 99.58          | (53.03)         | 46.55          |
| 2169       | USW1107502 | 3000 MINNESOTA AVENUE           | STEVENS POINT    | USD  | 171.51         | (63.08)         | 108.43         |
| 2169       | USW1107601 | 1326 WILLOW ROAD                | STURTEVANT       | USD  | 136.47         | (50.18)         | 86.29          |
| 2169       | USW1107701 | 110 S LAKE                      | TWIN LAKE        | USD  | 47.95          | (31.73)         | 16.22          |
| 2169       | USW1107801 | 860 WEST STREET                 | WATERTOWN        | USD  | 77.46          | (42.72)         | 34.74          |
| 2169       | USW1107901 | 20875 CROSSROADS CIRCLE         | WAUKESHA         | USD  | 29.51          | (19.53)         | 9.98           |
| 2169       | USW1108001 | 9703 RIB MOUNTAIN DR            | WAUSAU           | USD  | 35.04          | (19.33)         | 15.71          |
| 2169       | USW1108002 | 3910 SCHOFIELD AVE.             | WAUSAU           | USD  | 59.01          | (32.55)         | 26.46          |
| 2169       | USW1108002 | 3910 SCHOFIELD AVE.             | WAUSAU           | USD  | -              | -               | -              |
| 2169       | USW1108003 | 211 FOREST STREET               | WAUSAU           | USD  | 36.88          | (13.57)         | 23.31          |
| 2169       | USW1108004 | "210 MCCLELLAN ST., SUITE 200"  | WAUSAU           | USD  | 217.61         | (80.02)         | 137.59         |
| 2169       | USW1108101 | 10437 INNOVATION DR #307        | WAUWATOSA        | USD  | 40.57          | (33.56)         | 7.01           |
| 2169       | USW1108102 | 2500 MAYFAIR ROAD               | WAUWATOSA        | USD  | 11.07          | (9.16)          | 1.91           |
| 2169       | USW1108201 | 11800 W GREENFIELD AVE          | WEST ALLIS       | USD  | 79.30          | (52.49)         | 26.81          |
| 2169       | USW1108301 | 1900 SOUTH 18TH AVENUE          | WEST BEND        | USD  | 18.44          | (12.21)         | 6.23           |
| 2169       | USW1108302 | C/O 100 N 6TH AVENUE            | WEST BEND        | USD  | 248.96         | (164.79)        | 84.17          |
| 2169       | USW1108401 | 451 WEST AVENUE NORTH           | WEST SALEM       | USD  | 33.20          | (21.98)         | 11.22          |
| 2169       | USW1108501 | 527 MAIN STREET                 | WHITEWATER       | USD  | 27.66          | (18.30)         | 9.36           |
| 2169       | USW1108601 | 6395 LAKE ROAD                  | WINSOR           | USD  | 44.26          | (24.42)         | 19.84          |
| 2169       | USW1108701 | 2111 ENGEL ROAD                 | WISCONSIN RAPIDS | USD  | 12.91          | (8.54)          | 4.37           |
| 2169       | USW1108801 | 803 CHERRY ST                   | WITTENBURG       | USD  | 68.23          | (45.16)         | 23.07          |
| 2169       | USWV109001 | 301 9TH STREET                  | HUNTINGTON       | USD  | 12,042.05      | (3,747.85)      | 8,294.20       |
| 2169       | USWV109101 | 102 INDUSTRIAL BLVD.            | KEARNEYSVILLE    | USD  | 169.66         | (62.39)         | 107.27         |
| 2169       | USWV109201 | 67 43RD STREET                  | WHEELING         | USD  | 492.40         | (303.26)        | 189.14         |
| 2169 Total |            |                                 |                  |      | 315,552,845.93 | (97,475,900.38) | 218,076,945.55 |
| 2185       | USM1052001 | 30300 TELEGRAPH ROAD            | BINGHAM FARMS    | USD  | -              | -               | -              |
| 2185       | USMN055401 | 14450 BURNHAVEN DRIVE           | BURNSVILLE       | USD  | 112.49         | (112.49)        | -              |
| 2185       | USMN056402 | 1221 NICOLLET MALL SUITE 300    | MINNEAPOLIS      | USD  | -              | -               | -              |
| 2185       | USMN056402 | 1221 NICOLLET MALL SUITE 300    | MINNEAPOLIS      | USD  | -              | -               | -              |
| 2185       | USMN056409 | 331 2ND AVE S                   | MINNEAPOLIS      | USD  | 66.39          | (66.39)         | -              |
| 2185       | USNY074707 | 100 CHURCH STREET SUITE 135     | NEW YORK         | USD  | -              | -               | -              |
| 2185       | USNY074725 | 140 WEST STREET                 | NEW YORK         | USD  | 6,952.53       | (2,091.83)      | 4,860.70       |
| 2185       | USNY074725 | 140 WEST STREET                 | NEW YORK         | USD  | 5,165.52       | (2,797.96)      | 2,367.56       |
| 2185       | USNY074735 | 221 E 37TH STREET               | NEW YORK         | USD  | 6,565.25       | (1,975.30)      | 4,589.95       |
| 2185       | USNY074735 | 221 E 37TH STREET               | NEW YORK         | USD  | 4,813.29       | (2,803.69)      | 2,009.60       |
| 2185       | USNY074736 | 222 E 56TH STREET               | NEW YORK         | USD  | 8,225.01       | (2,474.68)      | 5,750.33       |
| 2185       | USNY074736 | 222 E 56TH STREET               | NEW YORK         | USD  | 684.18         | (326.07)        | 358.11         |
| 2185       | USNY074772 | 60 HUDSON ST.                   | NEW YORK         | USD  | -              | -               | -              |
| 2185       | USW1104011 | 2710 EXECUTIVE DRIVE            | GREEN BAY        | USD  | -              | -               | -              |
| 2185       | USW1104015 | "3061 S RIDGE RD, PO BOX 2475"  | GREEN BAY        | USD  | 341.17         | (341.17)        | -              |
| 2185 Total |            |                                 |                  |      | 32,925.83      | (12,789.58)     | 20,136.25      |
| 2192       | USAL004103 | 90 MEADOWS DRIVE                | BIRMINGHAM       | USD  | 29.51          | (13.96)         | 15.55          |
| 2192       | USAZ005501 | 221 N FLORENCE ST.              | CASA GRANDE      | USD  | 357.76         | (197.34)        | 160.42         |
| 2192       | USAZ005601 | "1500 E CEDAR AVE, STE 16"      | FLAGSTAFF        | USD  | 322.73         | (178.02)        | 144.71         |
| 2192       | USAZ006104 | 1209 EAST WASHINGTON STREET     | PHOENIX          | USD  | -              | -               | -              |
| 2192       | USAZ006104 | 1209 EAST WASHINGTON STREET     | PHOENIX          | USD  | -              | -               | -              |
| 2192       | USAZ006105 | 1212 EAST WASHINGTON STREET     | PHOENIX          | USD  | -              | -               | -              |

TRADEMARK

REEL: 003737 FRAME: 0140



| CoCd | Location   | Street Address                 | City             | Crcy | Current APC | Accumul. dep. | Curr.bk.val. |
|------|------------|--------------------------------|------------------|------|-------------|---------------|--------------|
| 2192 | USAZ006107 | 1224 EAST WASHINGTON STREET    | PHOENIX          | USD  | -           | -             | -            |
| 2192 | USAZ006107 | 1224 EAST WASHINGTON STREET    | PHOENIX          | USD  | -           | -             | -            |
| 2192 | USAZ006107 | 1224 EAST WASHINGTON STREET    | PHOENIX          | USD  | -           | -             | -            |
| 2192 | USAZ006124 | 801 S. 16TH STREET             | PHOENIX          | USD  | 415,165.43  | (114,986.17)  | 300,179.26   |
| 2192 | USAZ006124 | 801 S. 16TH STREET             | PHOENIX          | USD  | 55,957.69   | (46,299.21)   | 9,658.48     |
| 2192 | USAZ006308 | 10190 EAST MCKELLIPS           | SCOTTSDALE       | USD  | 499.77      | (269.59)      | 230.18       |
| 2192 | USAZ006501 | 365 SHORT ST                   | SIERRA VISTA     | USD  | 2,190.87    | (1,208.49)    | 982.38       |
| 2192 | USAZ006803 | 177 N CHURCH ST. #600          | TUCSON           | USD  | 689.72      | (190.23)      | 499.49       |
| 2192 | USAZ006803 | 177 N CHURCH ST. #600          | TUCSON           | USD  | 1,117.57    | (616.43)      | 501.14       |
| 2192 | USAZ007002 | 1700 S 1ST AVE #120            | YUMA             | USD  | 1,056.71    | (582.90)      | 473.81       |
| 2192 | USCA008303 | 5720 EL CAMINO REAL            | CARLSBAD         | USD  | 81.14       | (44.75)       | 36.39        |
| 2192 | USCA010802 | 2014 TULARE SUITE 707/108      | FRESNO           | USD  | 60.86       | (33.56)       | 27.30        |
| 2192 | USCA013837 | LOS ANGELES GLOBAL CENTER      | LOS ANGELES      | USD  | 87,118.66   | (26,158.03)   | 60,960.63    |
| 2192 | USCA013837 | LOS ANGELES GLOBAL CENTER      | LOS ANGELES      | USD  | 9.22        | (9.22)        | -            |
| 2192 | USCA013837 | LOS ANGELES GLOBAL CENTER      | LOS ANGELES      | USD  | 1,193.18    | (565.31)      | 627.87       |
| 2192 | USCA014002 | *GLOBAL CENTER, MARINA DEL REY | MARINA DEL REY   | USD  | 346.70      | (191.24)      | 155.46       |
| 2192 | USCA014905 | 1624 FRANKLIN ST.              | OAKLAND          | USD  | 778.24      | (429.28)      | 348.96       |
| 2192 | USCA015301 | 529 BRYANT STREET              | PALO ALTO        | USD  | 3,946.53    | (1,865.92)    | 2,080.61     |
| 2192 | USCA016708 | 770 L STREET                   | SACRAMENTO       | USD  | 77.46       | (42.72)       | 34.74        |
| 2192 | USCA017201 | 10065 BARNES CANYON ROAD       | SAN DIEGO        | USD  | 1,246.66    | (687.64)      | 559.02       |
| 2192 | USCA017308 | 274 BRANNAN STREET SUITE 504   | SAN FRANCISCO    | USD  | 31,199.69   | (14,751.18)   | 16,448.51    |
| 2192 | USCA017314 | 444 MARKET STREET              | SAN FRANCISCO    | USD  | 136.47      | (75.28)       | 61.19        |
| 2192 | USCA017322 | 747 HOWARD STREET              | SAN FRANCISCO    | USD  | 1,195.03    | (659.17)      | 535.86       |
| 2192 | USCA018306 | 501 N FRENCH STREET            | SANTA ANA        | USD  | -           | -             | -            |
| 2192 | USCA020002 | 1244 REAMWOOD AVE.             | SUNNYVALE        | USD  | 12,121.72   | (5,731.11)    | 6,390.61     |
| 2192 | USCO021809 | *102 S TEJON, STE 310*         | COLORADO SPRINGS | USD  | 2,343.94    | (2,326.57)    | 17.37        |
| 2192 | USCO022012 | 700 14TH STREET                | DENVER           | USD  | 263.72      | (145.46)      | 118.26       |
| 2192 | USCO022014 | 910 15TH STREET                | DENVER           | USD  | 274.79      | (151.56)      | 123.23       |
| 2192 | USCO022205 | *8765 E. ORCHARD RD, SUITE 708 | ENGLEWOOD        | USD  | 973.72      | (537.10)      | 436.62       |
| 2192 | USCT024101 | 185 ASYLUM ST.                 | HARTFORD         | USD  | 40.57       | (22.38)       | 18.19        |
| 2192 | USCT024706 | 3 LANDMARK SQUARE              | STAMFORD         | USD  | 46.10       | (25.42)       | 20.68        |
| 2192 | USFL029509 | *2 S. BISCAYNE BLVD, STE 1770* | MIAMI            | USD  | 59.01       | (32.55)       | 26.46        |
| 2192 | USFL031412 | *4200 W CYPRESS ST, SUITE 600* | TAMPA            | USD  | 94.05       | (51.88)       | 42.17        |
| 2192 | USGA032515 | 3350 CUMBERLAND CIRCLE NW #B   | ATLANTA          | USD  | 94.05       | (51.89)       | 42.16        |
| 2192 | USID037002 | 9458 FAIRVIEW AVE SUITE 1      | BOISE            | USD  | -           | -             | -            |
| 2192 | USIL037705 | 101 NORTH WACKER DR            | CHICAGO          | USD  | -           | -             | -            |
| 2192 | USIL039504 | 1240 DIEHL ROAD                | NAPERVILLE       | USD  | 3,797.15    | (2,046.70)    | 1,750.45     |
| 2192 | USMA046802 | 1 MAIN STREET                  | CAMBRIDGE        | USD  | 1,351.78    | (735.64)      | 606.14       |
| 2192 | USMD049509 | *10 E BALTIMORE, LOWER LEVEL*  | BALTIMORE        | USD  | 1,720.60    | (902.58)      | 818.02       |
| 2192 | USMD050602 | *14405 LAUREL PLACE, SUITE 200 | LAUREL           | USD  | 282.16      | (155.64)      | 126.52       |
| 2192 | USMI054306 | 21500 MELROSE AVE FL-1         | SOUTHFIELD       | USD  | 73.77       | (40.69)       | 33.08        |
| 2192 | USMN055401 | 14450 BURNHAVEN DRIVE          | BURNSVILLE       | USD  | 3,280.79    | (1,551.16)    | 1,729.63     |
| 2192 | USMO058506 | 324 E. 11TH ST. SUITE 110      | KANSAS CITY      | USD  | 250.81      | (125.83)      | 124.98       |
| 2192 | USNJ067301 | 110 SOUTH JEFFERSON ROAD       | WHIPPANY         | USD  | 88.52       | (48.82)       | 39.70        |
| 2192 | USNM067501 | 3451 CANDELARIA NE             | ALBUQUERQUE      | USD  | 601.20      | (284.25)      | 316.95       |
| 2192 | USNM067504 | *20 FIRST PLAZA, SUITE 510*    | ALBUQUERQUE      | USD  | 394.65      | (204.32)      | 190.33       |
| 2192 | USNV069002 | *230 S. LAS VEGAS BLVD, STE 20 | LAS VEGAS        | USD  | 8,326.45    | (7,782.30)    | 544.15       |
| 2192 | USNY074772 | 60 HUDSON ST.                  | NEW YORK         | USD  | -           | -             | -            |
| 2192 | USNY074782 | 88 PINE STREET                 | NEW YORK         | USD  | -           | -             | -            |
| 2192 | USNY075708 | 180 SOUTH CLINTON              | ROCHESTER        | USD  | -           | -             | -            |
| 2192 | USNY075723 | 95 N FITZHUGH STREET           | ROCHESTER        | USD  | 3,135.09    | (864.66)      | 2,270.43     |
| 2192 | USNY075723 | 95 N FITZHUGH STREET           | ROCHESTER        | USD  | -           | -             | -            |
| 2192 | USNY075723 | 95 N FITZHUGH STREET           | ROCHESTER        | USD  | 36,062.80   | (17,200.08)   | 18,862.72    |
| 2192 | USNY075725 | *GLOBAL CENTER, ROCHESTER*     | ROCHESTER        | USD  | 662.06      | (662.06)      | -            |
| 2192 | USOH079202 | *11 SUPERIOR AVE, STE 300*     | CLEVELAND        | USD  | 1,373.91    | (757.85)      | 616.06       |
| 2192 | USOH079404 | 330 W SPRINT STREET            | COLUMBUS         | USD  | 177.04      | (177.04)      | -            |
| 2192 | USOH079404 | 330 W SPRINT STREET            | COLUMBUS         | USD  | 2,930.40    | (1,568.46)    | 1,361.94     |
| 2192 | USOH079703 | 130 WEST SECOND ST             | DAYTON           | USD  | 160.44      | (88.52)       | 71.92        |
| 2192 | USTX093025 | 500 SOUTH ERVAY ST.            | DALLAS           | USD  | 606.73      | (286.86)      | 319.87       |
| 2192 | USTX094309 | 1415 LOUISIANA                 | HOUSTON          | USD  | 2,083.91    | (985.27)      | 1,098.64     |
| 2192 | USTX094314 | 5555 SAN FELIP ST. SUITE 401A  | HOUSTON          | USD  | 29.51       | (16.28)       | 13.23        |
| 2192 | USTX094316 | 910 LOUISIANA STREET           | HOUSTON          | USD  | 697.10      | (329.59)      | 367.51       |
| 2192 | USTX094604 | 8050 JETSTAR                   | IRVING           | USD  | 667.59      | (667.59)      | -            |
| 2192 | USTX094604 | 8050 JETSTAR                   | IRVING           | USD  | 14,283.11   | (6,777.01)    | 7,506.10     |
| 2192 | USVA099302 | 1632 E PARHAM ROAD             | RICHMOND         | USD  | 9.22        | (9.22)        | -            |
| 2192 | USVA099502 | 1919 GALLOWS RD.               | VIENNA           | USD  | 302.44      | (166.83)      | 135.61       |
| 2192 | USWA101409 | *2201 6TH AVENUE, SUITE 1205*  | SEATTLE          | USD  | 261.87      | (144.45)      | 117.42       |
| 2192 | USWI104910 | 3 S. PINCKNEY ST.              | MADISON          | USD  | -           | -             | -            |

|                    |  |  |  |  |                       |                         |                       |
|--------------------|--|--|--|--|-----------------------|-------------------------|-----------------------|
| 2192 Total         |  |  |  |  | 704,700.37            | (263,721.26)            | 440,979.11            |
| <b>Grand Total</b> |  |  |  |  | <b>438,843,616.99</b> | <b>(141,450,570.19)</b> | <b>297,393,046.80</b> |

Former Locations

| Shift                | Company | Site                     | Country | Address  | Postal Code | Our S.F. | Type              | Owned/Leased | Expir.      | Renewal Notification   | Payee   |
|----------------------|---------|--------------------------|---------|--|-------------|----------|-------------------|--------------|-------------|--|---|
| New Site             | GCTI    | Anaheim                  | CA      | 2441 W. LaPalma  | 92801-2658  |          | 1 Rank            | Leased       | 30-Apr-2009 |  |   |
| Downsized            | GCTI    | Anaheim                  | CA      | 24612463 W. LaPalma, Floor 1 and 2                     | 92801-2670  | 88,662   | POP               | Leased       | 30-Apr-2009 | 1-Oct-2008   | Living Stream Ministry                                |
| New Site             | GCTI    | Atlanta                  | GA      | 100 Ashford Center North, Suite 500                    | 30339-4865  | 5,506    | Sales             | Leased       | 19-Feb-2010 |  | Acquport Ashford Center North                         |
| Additional space     | GCTI    | Billings                 | MT      | 550 South 24th Street West                             | 59101       | 12,800   | Call Center       | Leased       | 28-Feb-2010 | 30-Dec-2009  | American Dream Homes                                  |
| Terminated           | GCDC    | Bridgewater              | NJ      | 1 E Chimney Rock Road                                  | 08807       |          |                   |              |             |  |   |
| New Site             | GCTI    | Boston                   | MA      | 226 Causeway Street                                    | 02114-2171  | 3,750    | Sales             | Leased       | 5-Apr-2011  |  | Intercontinental Fund 11 226 Causeway Street, LLC     |
| New Site             | GCTI    | Charlotte                | NC      | 8731 Red Oak Blvd., Suite 210                          | 28217       | 2,096    | Sales             | Leased       | 3-Sep-2012  |  | NC Owner LLC  |
| Downsized            | GCTI    | Chicago                  | IL      | 101 North Wacker Drive                                 | 60606       | 1,479    | Sales             | Leased       | 29-Feb-2016 |  | Equity Office Properties                              |
| New Site             | GCTI    | Dallas                   | TX      | 14640 Dallas Parkway, Suite 260, aka Wellington Centre | 75254       | 3,340    | Sales             | Leased       | 31-Aug-2011 | 3-Jan-2011   | Parkway, Ltd  |
| Downsized            | GCTI    | Dallas                   | TX      | 2323 Bryan Street                                      | 75201-2628  | 18,719   | POP               | Leased       | 31-Mar-2016 |  | Bryan Street Acquist                                  |
| Downsized            | GCTI    | El Segundo               | CA      | 1970 E. Grand Avenue, Suites 100                       | 90245       | 8,364    | Office            | Leased       | 31-Jan-2007 | 1-Jul-2006   | Ardian Realty Finance VI                              |
| Added and Terminated | GCTI    | Houston                  | TX      | 13831 Northwest Freeway, Suite 425                     | 77040       | 2,558    | Sales             | Leased       | 30-Apr-2007 |  | One Northwest Centre LLC                              |
| New Site             | GCTI    | Las Vegas (North)        | NV      | One Aerjjet Way  | 89000       | 174      | Cage              | Leased       | 18-Feb-2008 | 4-4-07 - Per Jenn, auto renew and we need  |   |
| New Site             | GCDC    | Miami                    | FL      | 701 Waterford Way, Suite 390                           | 33126       | 14,677   | Office Operations | Leased       | 31-Jan-2017 | 4-Aug-2016   | Teachers Insurance and Annuity Association of America |
| Terminated           | GCDC    | Miami                    | FL      | 1221 Brookline Ave., 28th Floor                        | 33131       |          |                   |              |             |  |   |
| Terminated           | GCNAN   | San Jose                 | CA      | 250 Stockton Avenue                                    | 95129-2761  |          |                   |              |             |  |   |
| New Site             | GCTI    | New York                 | NY      | 110 East 58th Street, 18th Floor                       | 10022       | 11,910   | Office            | Leased       | 30-May-2008 |  | Geometry Group, Inc.                                  |
| New Site             | GCNAN   | Phoenix                  | AZ      | 120 East Van Buren Street                              | 85004       |          | Cabinet           | Leased       | 19-Aug-2007 |  | Sterling Network Services LLC                         |
| Downsized            | GCNAN   | Reston                   | VA      | 12010 Sunset Hills Rd., 4th Floor                      | 20190       | 10,913   | Sales             | Leased       | 23-Nov-2011 | 1-Sep-2005   | Sitel Systems, Inc.                                   |
| New Site             | GCNAN   | San Francisco            | CA      | 200 Paul Avenue  | 94124-3121  | 4        | POP               | Leased       | 31-Aug-2011 |  |   |
| New Site             | GCTI    | Seattle                  | WA      | 1000 Denny Way, Level 3                                | 98109-5340  |          | POP               | Leased       |             |  |   |
| New Site             | GCNAN   | Seattle                  | WA      | 140 Fourth Avenue North (Fisher Plaza)                 | 98109       |          | License Agreement | Leased       | 31-Mar-2007 |  |   |
| Downsized            | GCTI    | Tampa                    | FL      | 400 North Tampa Street, Suite 710                      | 33602       | 13,303   | POP               | Leased       | 31-Jan-2016 | We must provide landlord written confirmation that we plan on exercising our renewal option(s) 9 months prior to expiration of the lease | Park Tower Investors, Ltd                             |
| New Site             | GCDC    | Washington               | DC      | 13601 Street NW  | 20045       | 1,770    | Office            | Leased       | 31-May-2008 |  | Brownstein Hyatt & Farber                             |
| Terminated           | GCTI    | Pensacola                | FL      | 117 - 119 N. Palafox St.                               | 32501       |          |                   |              |             |  |   |
| Terminated           | GCNA    | Denver/Westminster       | CO      | 12110 North Pease Street, West Building                | 80224       |          |                   |              |             |  |   |
| Terminated           | GCTI    | Phoenix                  | AZ      | 1212, 1220, 1234 East Washington Street                | 85034       |          |                   |              |             |  |   |
| Terminated           | GCTI    | Heber-Oversgaard         | AZ      | 2824 Highway 260, Suite One                            | 85833       |          |                   |              |             |  |   |
| Terminated           | GCFM    | San Francisco            | CA      | 450 Mission St.  | 94105       |          |                   |              |             |  |   |
| Terminated           | GCTI    | Phoenix                  | AZ      | 1212, 1220, 1234 East Washington Street                | 85034       |          |                   |              |             |  |   |
| Terminated           | GCTI    | Pensacola                | FL      | 117 - 119 N. Palafox St.                               | 32501       |          |                   |              |             |  |   |
| Terminated           | GCTI    | Heber-Oversgaard         | AZ      | 2824 Highway 260, Suite One                            | 85833       |          |                   |              |             |  |   |
| Terminated           | GCNA    | Denver/Westminster       | CO      | 12110 North Pease Street, West Building                | 80224       |          |                   |              |             |  |   |
| Terminated           | GCFM    | San Francisco            | CA      | 450 Mission Street                                     | 94105       |          |                   |              |             |  |   |
| Terminated           | GCDC    | Madison                  | NJ      | 7 Giralda Farms  | 07840-1027  |          |                   |              |             |  |   |
| Terminated           | GCFM    | Houston                  | TX      | 12245 I-45 North / 12085 North Freeway                 | 77060       |          |                   |              |             |  |   |
| Terminated           | GCNAN   | Tuvedo Park              | NY      | Intersection, Routes 17 & 17A                          |             |          |                   |              |             |  |   |
| Terminated           | GCNA    | Rochester                | NY      | 111 Field Street                                       | 14620       |          |                   |              |             |  |   |
| Terminated           | GCTI    | Detroit/Southfield       | MI      | 100 Galleria, Suite 225                                | 48034       |          |                   |              |             |  |   |
| Terminated           | GCTI    | West Palm Beach I & II   | FL      | 420/424 Hampton Road                                   | 33405-5125  |          |                   |              |             |  |   |
| Terminated           | GCNAN   | Ashabula                 | OH      | New London Road - Regan                                | 44004       |          |                   |              |             |  |   |
| Terminated           | GCNAN   | Brockton                 | NY      | Marlin Road - Regan                                    | 14716       |          |                   |              |             |  |   |
| Terminated           | GCNAN   | Mentor City              | OH      | Heisley Road - Regan                                   | 44060       |          |                   |              |             |  |   |
| Terminated           | GCNAN   | Ripley                   | NY      | Peedue Road  | 14775       |          |                   |              |             |  |   |
| Terminated           | GCNAN   | Springfield/Lake City    | PA      | Holiday Road N.  | 16423       |          |                   |              |             |  |   |
| Terminated           | GCDC    | Washington               | DC      | 1615 L Street NW, Suite 450                            | 20036       |          |                   |              |             |  |   |
| Terminated           | GCDC    | New York                 | NY      | 45 West 60th Street, Apt. 6A                           | 10023       |          |                   |              |             |  |   |
| Terminated           | GCNA    | Rochester                | NY      | 3441 W. Henrietta Rd.                                  | 14632       |          |                   |              |             |  |   |
| Terminated           | GCNAN   | Ashland                  | NY      | Comfort Hill Road - Tower                              | 12407       |          |                   |              |             |  |   |
| Terminated           | GCNAN   | Barbon                   | NY      | Prospect Hill Road - Tower                             | 13734       |          |                   |              |             |  |   |
| Terminated           | GCNAN   | Binghamton               | NY      | Webb Road - Tower                                      | 13801       |          |                   |              |             |  |   |
| Terminated           | GCNAN   | Coming                   | NY      | Ellison Road - Tower                                   | 14830       |          |                   |              |             |  |   |
| Terminated           | GCNAN   | East Aurora/Golden       | NY      | 725 Devis Road - Tower                                 | 14052       |          |                   |              |             |  |   |
| Terminated           | GCNAN   | Ira                      | NY      | Southard Road, 76-29-83 /43-11-37 - Tower              | 13033       |          |                   |              |             |  |   |
| Terminated           | GCNAN   | Jellisonville/Monticello | NY      | Sniss Hill Road - Tower                                | 12748       |          |                   |              |             |  |   |
| Terminated           | GCNAN   | Lyons/Galen              | NY      | Harris Road - Tower                                    | 14489       |          |                   |              |             |  |   |
| Terminated           | GCNAN   | New Baltimore/Harnacrok  | NY      | County Road #54 - Tower                                | 12124       |          |                   |              |             |  |   |
| Terminated           | GCNAN   | Pembroke                 | NY      | 1312 Main Road - Tower                                 | 14036       |          |                   |              |             |  |   |
| Terminated           | GCNAN   | 78-23-32 / 42-69-24      |         |  |             |          |                   |              |             |  |   |
| Terminated           | GCNAN   | Saugerties               | NY      | East Hill Road - Tower                                 | 12477       |          |                   |              |             |  |   |
| Terminated           | GCNAN   | Catskill/Vedder Mountain | NY      | Grove School Road - Tower                              | 12414       |          |                   |              |             |  |   |
| Terminated           | GCNAN   | Warwick                  | NY      | Brady Road - Tower                                     | 10990       |          |                   |              |             |  |   |

| Shift      | Company                   | Site                 | Country | Address  | Postal Code | Our S.F. | Type | Owned/Leased | Expir. | Renewal Notification | Payee |
|------------|---------------------------|----------------------|---------|--|-------------|----------|------|--------------|--------|----------------------|-------|
| Terminated | GCNAN                     | Churchville          | NY      | 20 Fitch Street                                      | 14428       |          |      |              |        |                      |       |
| Terminated | GCTI                      | Denver               | CO      | 950 17th Street, Suite 1220                          | 80202       |          |      |              |        |                      |       |
| Terminated | GCTI                      | Denver               | CO      | 950 17th Street, Suite 1280                          | 80202       |          |      |              |        |                      |       |
| Terminated | GCTI                      | Mandeville           | LA      | 2895 Highway 190, Suite 231                          | 70471       |          |      |              |        |                      |       |
| Terminated | GCACS                     | Cedar Rapids         | IA      | 230 Second Street SE                                 | 52401       |          |      |              |        |                      |       |
| Terminated | GCNAN                     | Sweden               | NY      | 7615 Fourth Section Rd., 77-86-18 / 43-08-34 - Tower | 14420       |          |      |              |        |                      |       |
| Terminated | GCNAN                     | Wauarsing            | NY      | Sams Point Road - Tower                              | 12489       |          |      |              |        |                      |       |
| Terminated | GCTI                      | San Francisco        | CA      | 185 Berry Street                                     | 94107       |          |      |              |        |                      |       |
| Terminated | Ameritel Management Inc., | Benson               | AZ      | Rural area of Arizona SE of Tucson.                  |             |          |      |              |        |                      |       |
| Terminated | GCTI                      | Atlanta              | GA      | 250 Williams Street, Suite 101 Reduction Area        | 30303-1032  |          |      |              |        |                      |       |
| Terminated | IXNet                     | Chicago              | IL      | 141 West Jackson Blvd.                               | 60604       |          |      |              |        |                      |       |
| Terminated | GCTI                      | Goleta               | CA      | 7246 Hollister Avenue                                | 93101       |          |      |              |        |                      |       |
| Terminated | GCDC                      | Bridgewater          | NJ      | 1E Chimney Rock Road                                 | 08807       |          |      |              |        |                      |       |
| Terminated | GCTI                      | Boston/Woburn        | MA      | 130 New Boston Street                                | 01501       |          |      |              |        |                      |       |
| Terminated | GCNAN                     | Hallstead            | PA      | Hickory Knob Road - Tower                            | 18822       |          |      |              |        |                      |       |
| Terminated | GCTI                      | New York             | NY      | 88 Pine Street, 8th Floor                            | 10005       |          |      |              |        |                      |       |
| Terminated | GCTI                      | Denver               | CO      | 950 17th Street, Suite 700                           | 80202       |          |      |              |        |                      |       |
| Terminated | GCTI                      | Denver               | CO      | 950 17th Street, Suite 750                           | 80202       |          |      |              |        |                      |       |
| Terminated | GCFM                      | Los Angeles          | CA      | 1200 West 7th Street, Suite 220                      | 90017       |          |      |              |        |                      |       |
| Terminated | GCNAN                     | Fairport Pinnton     | NY      | Thayer Road/Baker Hill - Tower                       | 14450       |          |      |              |        |                      |       |
| Terminated | GCNAN                     | Ganandaigua          | NY      | 5416 Bliss Road - Tower                              | 14424       |          |      |              |        |                      |       |
| Terminated | GCNAN                     | Ashland              | NY      | Comfort Hill Road - Tower                            | 12407       |          |      |              |        |                      |       |
| Terminated | GCNAN                     | Barton               | NY      | Prospect Hill Road - Tower                           | 13734       |          |      |              |        |                      |       |
| Terminated | GCNAN                     | Binghamton           | NY      | Webb Road - Tower                                    | 13901       |          |      |              |        |                      |       |
| Terminated | GCNAN                     | Coming               | NY      | Ellison Road - Tower                                 | 14830       |          |      |              |        |                      |       |
| Terminated | GCNAN                     | Prattsburg/Lert Hill | NY      | Gay Road, RD2 - Tower                                | 14873       |          |      |              |        |                      |       |
| Terminated | GCNA                      | East Rochester       | NY      | 301 West Commercial Street                           | 14445-2401  |          |      |              |        |                      |       |
| Terminated | GCFM                      | Chicago              | IL      | 30 South Wacker Dr., Suite 1701                      | 60606       |          |      |              |        |                      |       |
| Terminated | GCTI                      | Denver               | CO      | 950 17th Street, Suite 805                           | 80202       |          |      |              |        |                      |       |
| Terminated | GCTI                      | Los Angeles          | CA      | 624 S. Grand Ave. #1140                              | 90017       |          |      |              |        |                      |       |
| Terminated | GCTI                      | Los Angeles          | CA      | 624 S. Grand Ave. #1100                              | 90017       |          |      |              |        |                      |       |
| Terminated | GC-Telemanagement         | LaCrosse             | WI      | 206 Fifth Avenue South                               | 54601       |          |      |              |        |                      |       |

SCHEDULE 4.4(A)  
to Pledge and Security Agreement

Pledged Stock:

| <u>Holder</u>  | <u>Stock Issuer</u>                           | <u>Class of Stock</u> | <u>Certificated (Y/N)</u> | <u>Stock Certificate No.</u> | <u>No. of Pledged Stock</u> | <u>% of Outstanding Stock of the Stock Issuer</u>                                |
|--|---|-----------------------|---------------------------|------------------------------|-----------------------------|--|
| Global Crossing Limited  | Global Crossing Holdings Limited              |                       | Y                         | 2                            | 1,200,000                   | 100%   |
| Global Crossing Holdings Limited   | Global Crossing (Bidco) Ltd.                  |                       | Y                         | 6                            | 300,000,003                 | 100%   |
| Global Crossing Holdings Limited   | GC IMPSAT Holdings Nederlands B.V.            |                       | N                         | N/A                          | N/A                         | 100%   |
| Global Crossing Holding Limited  | GC Impsat Holdings I Plc                      | Common                | Y                         | 5                            | 1                           | 100%   |
| Global Crossing Holdings Limited   | Global Crossing North American Holdings, Inc. |                       | Y                         | 1                            | 12,500                      | 100%   |
| ALC Communications Corporation   | Global Crossing Bandwidth, Inc.               | Common                | Y                         | 14                           | 79                          | Global Crossing Bandwidth, Inc. is owned 100% by ALC Communications Corporations |
| ALC Communications Corporation   | Global Crossing Bandwidth, Inc.               | Common                | Y                         | 1                            | 900                         |  |
| ALC Communications Corporation (formerly held by Global Crossing Telecommunications, Inc.) | Global Crossing Bandwidth, Inc.               | Common                | Y                         | 6                            | 109                         |  |
| ALC Communications Corporation (formerly held by Global Crossing Telecommunications, Inc.) | Global Crossing Bandwidth, Inc.               | Common                | Y                         | 5                            | 2040                        |  |
| ALC Communications Corporation (formerly held by Global Crossing Telecommunications, Inc.) | Global Crossing Bandwidth, Inc.               | Common                | Y                         | 4                            | 5                           |  |

|  |   |        |   |     |           |   |
|--|---|--------|---|-----|-----------|---|
| ALC Communications Corporation (formerly held by Global Crossing North American Networks)          | Global Crossing Bandwidth, Inc.                       | Common | Y | 2   | 711       |   |
| ALC Communications Corporation   | Global Crossing Telecommunications, Inc.              | Common | Y | 3   | 35        | Global Crossing Telecommunications, Inc. is owned 100% by ALC Communications Corporations |
| ALC Communications Corporation   | Global Crossing Telecommunications, Inc.              | Common | Y | 2   | 1000      |   |
| ALC Communications Corporation   | Global Crossing Telecommunications, Inc.              | Common | Y | 5   | 7         |   |
| ALC Communications Corporation   | Global Crossing Telecommunications, Inc.              | Common | Y | 4   | 24        |   |
| ALC Communications Corporation   | Global Crossing Telecommunications, Inc.              | Common | Y | 6   | 173       |   |
| ALC Communications Corporation   | Global Crossing Advanced Card Services, Inc.          | Common | Y | 110 | 7,150,854 | 100%  |
| Global Crossing North American Holdings, Inc.  | Global Crossing USA Inc.                              | Common | Y | 3   | 1000      | 100%  |
| Global Crossing Telecommunications, Inc.   | Old Inter Exchange Networks, Inc. (f/k/a IXNET, Inc.) | Common | Y | 2   | 100       | 100%  |
| Global Crossing North American Holdings, Inc. (formerly held by Global Crossing Holdings USA, LLC) | U.S. Crossing Inc.                                    | Common | Y | 1   | 1000      | 100%  |

|  |   |        |   |    |      |   |
|--|---|--------|---|----|------|---|
| Global Crossing North America, Inc. (formerly held by Global Crossing Holdings USA, LLC)           | ALC Communications Corporation                | Common | Y | 2  | 103  | ALC Communications Corporation is 100% owned by Global Crossing North America, Inc. |
| Global Crossing North America, Inc. (formerly held by Global Crossing Holdings USA, LLC)           | ALC Communications Corporation                | Common | Y | 1  | 100  |   |
| Global Crossing Holdings USA, LLC  | MAC Landing Corp.                             | Common | Y | 4  | 1000 | 100%  |
| Global Crossing North American Holdings, Inc. (formerly held by Global Crossing Holdings USA, LLC) | Global Crossing Employee Services Inc.        | Common | Y | 1  | 1000 | 100%  |
| ALC Communications Corporation   | Global Crossing Local Services, Inc.          | Common | Y | 1  | 1000 | 100%  |
| Global Crossing North American Holdings, Inc.  | Global Crossing Latin America & Caribbean Co. | Common | Y | 2  | 1000 | 100%  |
| Global Crossing North America, Inc.  | Global Crossing Internet Dial-Up Inc.         | Common | Y | 1  | 100  | 100%  |
| Global Crossing North American Holdings, Inc.  | Global Crossing North America, Inc.           | Common | Y | 3  | 1000 | 100%  |
| ALC Communications Corporation   | Global Crossing North American Networks, Inc. | Common | Y | 9  | 201  | 100%  |
| Global Crossing North American Networks, Inc.  | Budget Call Long Distance, Inc.               | Common | Y | 3  | 100  | 100%  |
| Global Crossing North America, Inc. (formerly held by Global Crossing Holdings USA, LLC)           | Global Crossing Development Co.               | Common | Y | 2  | 100  | 100%  |
| ALC Communications Corporation   | Global Crossing North American Networks, Inc. | Common | Y | 11 | 1    | 100%  |
| Global Crossing Holdings USA, LLC  | PAC Landing Corp.                             |        | Y | 3  | 1000 | 100%  |
| ALC Communications   | Global Crossing                               |        | Y | 2  | 100  | Global Crossing   |

|  |  |  |   |   |      |   |
|--|--|--|---|---|------|---|
| Corporation                              | Telemanagement, Inc.   |  |   |   |      | Telemanagement, Inc. is owned 100% by ALC Communications Corporations |
| ALC Communications Corporation           | Global Crossing Telemanagement, Inc.                               |  | Y | 3 | 46   |   |
| Global Crossing Holdings USA, LLC        | GT Landing Corp.   |  | Y | 4 | 1000 | 100%  |
| Global Crossing North America, Inc.      | GT Landing II Corp.  |  | Y | 1 | 100  | 100%  |
| Global Crossing Holdings USA, LLC        | Global Crossing Holdings USA, LLC (f/k/a GC Pacific Landing Corp.) |  | Y | 7 | 100  | 100%  |
| Global Crossing Telecommunications, Inc. | Global Crossing Billing, Inc.                                      |  | Y | 1 | 100  | 100%  |

Pledged LLC Interests:

| <b>Grantor</b>                                | <b>Limited Liability Company</b>       | <b>Certificated (Y/N)</b> | <b>Certificate No. (if any)</b> | <b>No. of Pledged Units</b> | <b>% of Outstanding LLC Interests of the Limited Liability Company</b> |
|---|--|---------------------------|---------------------------------|-----------------------------|--|
| Global Crossing North American Holdings, Inc. | Global Crossing Holdings USA, LLC      | Y                         | 2                               | 1                           | 100  |
| Global Crossing Billing, Inc.                 | GC Mart LLC                            | N                         | N/A                             | N/A                         | 100  |
| Global Crossing Telemanagement, Inc.          | Global Crossing Telemanagement VA, LLC | N                         | N/A                             | N/A                         | 100  |
| Global Crossing Ventures, Inc.                | Equal Access Networks, LLC             | N                         | N/A                             | N/A                         | 86   |

Pledged Partnership Interests:

None.

Pledged Trusts Interests:

None.

Notes Evidencing Debt:

Please see attached schedule.

Securities Account:

| <u>Grantor</u>                               | <u>Share of Securities Intermediary</u> | <u>Account Number</u> |
|--|---|-----------------------|
| Global Crossing North America Holdings, Inc. | Chase                                   | 91750                 |
| Global Crossing Telecommunications, Inc.     | US Bank                                 | 252900001006          |
| Global Crossing North America Holdings, Inc. | Chase                                   | 323-163211            |

Commodities Accounts:

None.

Deposit Accounts:

| <u>Grantor</u>                                     | <u>Name of Depository Bank</u> | <u>Account Number</u> |
|--|--------------------------------|-----------------------|
| Global Crossing Telecommunications, Inc.           | M&T                            | 16659633              |
| GC Video Conf.                                     | Wells Fargo                    | 193185055             |
| GC Audio Conf.                                     | Wells Fargo                    | 1010856883            |
| Global Crossing Telecommunications, Inc.: Buy/Sell | JPM/Chase Lockbox              | 512055637             |
| Global Crossing Bandwidth, Inc.                    | JP Morgan Chase                | 512055645             |



|  |           |                |
|--|-----------|----------------|
| Global Crossing Telecommunications, Inc. | US Bank   | 8058521        |
| GC USA                                   | JPM/Chase | 323905064      |
| Global Crossing Local Services, Inc.     | HSBC      | 590845934      |
| Budget Call Long Distance, Inc.          | HSBC      | 590845942      |
| Global Crossing North America, Inc.      | HSBC      | 590840100      |
| Global Crossing Telecommunications, Inc. | HSBC      | 411 002090-001 |
| Global Crossing Telecommunications, Inc. | HSBC      | 411 002090-101 |
| Global Crossing Limited                  | HSBC      | 010-090421-001 |
| Global Crossing Limited                  | HSBC      | 010-090421-501 |
| Global Crossing Limited                  | HSBC      | 010-090421-511 |
| Global Crossing Limited                  | HSBC      | 010-090421-512 |
| Global Crossing Limited                  | Mellon    | ULFLIQUDC16005 |
| Global Crossing Holdings Limited         | HSBC      | 010-090413-512 |
| Global Crossing Holdings Limited         | HSBC      | 010-090413-002 |
| Global Crossing Holdings Limited         | HSBC      | 010-090413-514 |
| Global Crossing                          | HSBC      | 010-090413-502 |

|                                  |      |                |
|----------------------------------|------|----------------|
| Holdings Limited                 |      |                |
| Global Crossing Holdings Limited | HSBC | 010-090413-515 |

Other Investment Related Property:

SEE ATTACHED.

Strategic Investments  
Investment in Marketable Securities  
Rochester BA06  
3/31/2007

| Legal Entity | Description                 | # of Shares | Per Share Cost   | 193003 Gross Invest | 194003 Apprec/Deprec | 194503 Reserve      | Net Invest     |
|--------------|-----------------------------|-------------|------------------|---------------------|----------------------|---------------------|----------------|
| 2863         | Avaya, Inc                  | 89          | 28.255           | 2,515               | 350                  | (1,813)             | 1,051          |
| 2863         | Alcatel-Lucent              | 8,068       | 208.325          | 1,680,766           | 13,595               | (1,598,995)         | 95,366         |
| 2100         | Boeing                      | 75          | 3.781            | 284                 | 6,385                | -                   | 6,668          |
| 2100         | Delhi Telephone Co.         | -           | -                | 380,021             | -                    | (380,021)           | -              |
| 2867         | Narus, Inc. - Common        | 519,965     | 5.519            | 2,869,853           | -                    | (2,869,853)         | -              |
| 2867         | Narus, Inc. - Preferred     | 56,857      | 7.000            | 397,999             | -                    | (397,999)           | -              |
| 2867         | Cereva Networks Inc         | 867,317     | 3.309            | 2,869,851           | -                    | (2,869,851)         | -              |
| 2867         | CCC Group                   | 1,566,257   | 2.443            | 3,826,411           | -                    | (3,826,411)         | -              |
| 2867         | Doll Technology             | -           | -                | 1,703,576           | -                    | (1,703,576)         | -              |
| 2867         | Brightlink                  | 233,880     | 1.227            | 286,986             | -                    | (286,986)           | -              |
| 2867         | Pluris, Inc. - Preferred C  | 947,893     | 3.028            | 2,869,853           | -                    | (2,869,853)         | -              |
| 2867         | Pluris, Inc. - Preferred D  | 104,798     | 9.542            | 1,000,000           | -                    | (1,000,000)         | -              |
| 2867         | Monroe Fund                 | -           | -                | 375,000             | -                    | (375,000)           | -              |
| 2867         | Village Network             | 681,178     | 2.936            | 2,000,000           | -                    | (2,000,000)         | -              |
| 2867         | Gold Wire Technology        | 1,392,757   | 3.590            | 4,999,998           | -                    | (4,999,998)         | -              |
| 2867         | AIG Orion Fund              | -           | -                | 1,755,208           | -                    | (1,755,208)         | -              |
| 2867         | Circadence Corporation      | -           | -                | 4,999,995           | -                    | (4,999,995)         | -              |
| 2867         | Genoa Corporation           | -           | -                | 3,000,000           | -                    | (3,000,000)         | -              |
| 2867         | Tornado Development         | -           | -                | 5,000,000           | -                    | (5,000,000)         | -              |
| 2867         | NXTV Inc.                   | -           | -                | 4,041,917           | -                    | (4,041,917)         | -              |
| 2867         | MoneyLine                   | -           | -                | 7,500,000           | -                    | (7,500,000)         | -              |
| 2867         | Graviton Inc.               | -           | -                | 4,999,995           | -                    | (4,999,995)         | -              |
| 2169         | Leap Wireless International | 2           | 45.940           | 92                  | 40                   | -                   | 132            |
| 2169         | Metals Management Inc       | 98          | 0.619            | 61                  | 4,467                | -                   | 4,528          |
| 2172         | XO Holdings, Inc            | 7,542       | 2.250            | 16,970              | 21,721               | -                   | 38,690         |
| 2172         | Eschelon Telecommunications | -           | -                | 5,000,000           | -                    | (5,000,000)         | -              |
| 2172         | Pensat/CDX.Com              | -           | -                | 1                   | -                    | (1)                 | -              |
|              |                             |             |                  | <u>61,577,350</u>   | <u>46,557</u>        | <u>(61,477,472)</u> | <u>146,435</u> |
|              |                             |             | balance per ECCS | 61,577,349          | 46,558               | (61,477,471)        |                |
|              |                             |             | Check            | 1                   | (1)                  | (1)                 |                |

Schedule 4.4 to the Pledge and Security Agreement (Pledged Debt)

| <u>Lender</u>                    | <u>Interest Rate Provision</u> | <u>Counterparty</u>                              |
|----------------------------------|--------------------------------|--|
| GC Holdings Ltd.                 | 11.375%                        | GC PEC Luxembourg II                             |
| GC Holdings Ltd.                 | 0%                             | GC Limited                                       |
|                                  |                                | Atlantic Crossing Holdings Ltd.                  |
|                                  |                                | Atlantic Crossing II Ltd.                        |
|                                  |                                | Atlantic Crossing Ltd.                           |
|                                  |                                | GC Asia Holdings Ltd.                            |
|                                  |                                | GC Cyprus Holdings Ltd.                          |
|                                  |                                | GC Holdings II Ltd.                              |
|                                  |                                | GC Intellectual Property, Ltd.                   |
|                                  |                                | GC International, Ltd.                           |
|                                  |                                | GC Investments, Ltd.                             |
|                                  |                                | GC Network Center Ltd.                           |
|                                  |                                | GC Portfolio Holdings Ltd.                       |
|                                  |                                | Mid-Atlantic Crossing Holdings Ltd.              |
|                                  |                                | Mid-Atlantic Crossing Ltd.                       |
|                                  |                                | PAC Panama Ltd.                                  |
|                                  |                                | Pan American Crossing Holdings Ltd.              |
|                                  |                                | Pan American Crossing Ltd.                       |
|                                  |                                | South American Crossing (Backhaul) Ltd.          |
|                                  |                                | South American Crossing (Subsea) Ltd.            |
|                                  |                                | South American Crossing Holdings (Backhaul) Ltd. |
|                                  |                                | South American Crossing Holdings (Subsea) Ltd.   |
|                                  |                                | South American Crossing Holdings Ltd.            |
|                                  |                                | South American Crossing Ltd.                     |
| GC North American Holdings, Inc. | 11.63%                         | ALC Communications                               |
|                                  |                                | GC Dev. Co., Inc.                                |
|                                  |                                | GC Mart LLC                                      |
|                                  |                                | GC Pacific Landing Corp                          |
|                                  |                                | GCNAN Claims LLC - Delaware corp.                |
|                                  |                                | GCNAN Claims LLC - California corp.              |
|                                  |                                | GCTI Claims, LLC - Delaware corp.                |
|                                  |                                | GCTI Claims, LLC - California Corp.              |
|                                  |                                | GC Advanced Card Services                        |
|                                  |                                | GC Bandwith, Inc.                                |
|                                  |                                | GC Billing, Inc.                                 |
|                                  |                                | GC Conferencing Canada, Ltd.                     |
|                                  |                                | GC Development Co.                               |
|                                  |                                | GC Employee Services, Inc.                       |
|                                  |                                | GC Global Center Holdings, Inc.                  |
|                                  |                                | GC Government Markets USA, Inc.                  |
|                                  |                                | GC Holdings USA LLC                              |
|                                  |                                | GC Internet Dial-Up, Inc.                        |
|                                  |                                | GC Latin America & Caribbean Co.                 |
|                                  |                                | GC Local Services, Inc.                          |
|                                  |                                | GC Management Services, Inc.                     |
|                                  |                                | GC North America, Inc.                           |
|                                  |                                | Global Crossing North America Networks, Inc.     |
|                                  |                                | GC Telecommunications, Inc.                      |
|                                  |                                | GC Telecommunications Canada, Ltd.               |
|                                  |                                | GC Telemanagement VA LLC                         |
|                                  |                                | GC Telemanagement, Inc.                          |
|                                  |                                | GC USA, Inc.                                     |
|                                  |                                | GC Ventures, Inc.                                |
|                                  |                                | GC Worldwide Customer Help Desk Canada Ltd.      |
|                                  |                                | GT Landing Corp.                                 |
|                                  |                                | GT Landing II Corp.                              |
|                                  |                                | International Optic Network LLC                  |
|                                  |                                | IXNet, Inc.                                      |
|                                  |                                | MAC Landing Corp.                                |
|                                  |                                | PAC Landing Corp.                                |
|                                  |                                | Racal Telecommunications, Inc.                   |
|                                  |                                | Subsidiary Telco, LLC                            |
|                                  |                                | US Crossing, Inc.                                |
| GC North American Holdings, Inc. | 11.50%                         | GC Holdings Ltd.                                 |
| GC Holdings Ltd.                 | 0%                             | Japan  |
| GC Holdings Ltd.                 | 0%                             | Hong Kong  |

SCHEDULE 4.4(B)  
to Pledge and Security Agreement

Acquisitions

| <b>Name of Acquirer</b>           | <b>Date</b>       | <b>Acquired Entity</b>   |
|-----------------------------------|-------------------|--|
| ALC Communications Corporation    | December 27, 2006 | Merger with Global Crossing GlobalCenter Holdings, inc.            |
| Global Crossing Holdings USA, LLC | December 26, 2006 | Merger with GC Dev Co., Inc.; Merger with GS Pacific Landing Corp. |

SCHEDULE 4.4(C)  
to Pledge and Security Agreement

Pledged LLC Interests Not Constituting UCC Securities:

- GC Mart LLC
- Global Crossing Telemanagement VA, LLC
- Equal Access Networks, LLC

SCHEDULE 4.6  
to Pledge and Security Agreement

**Letters of Credit**

Letters of Credit benefiting Global Crossing Bandwidth, Inc. in the aggregate amount of \$3,275,500.00.

SEE ATTACHED FOR FURTHER DETAILS.

Schedule 4.6 to Pledge and Security Agreement: Letters of Credit

| Letter Name                         | FKA                                     | Security Amount | Priority | Typical Agreement                      |
|-------------------------------------|---|-----------------|----------|--|
| 3U Telecom Inc.                     |   | \$ 100,000.00   | LOC      | Carrier Service Agreement              |
| American Phone Services, Inc.       |   | \$ 150,000.00   | LOC      | Carrier Service Agreement              |
| Aspen Communications, LLC           |   | \$ 10,000.00    | LOC      | Capacity Agreement                     |
| BullsEye Telecom, Inc.              |   | \$ 25,000.00    | LOC      | Carrier Service Agreement              |
| Cbeyond Communications, LLC         |   | \$ 50,000.00    | LOC      | Carrier Service Agreement              |
| Cimco Communications, Inc.          |   | \$ 50,000.00    | LOC      | Terms and Conditions                   |
| Close Call America, Inc.            |   | \$ 100,000.00   | LOC      | Carrier Service Agreement              |
| CommPartners, LLC                   | B & R Communications, LLC               |                 | LOC      | Carrier Service Agreement              |
| Covoda LLC                          |   | \$ 25,000.00    | LOC      | Carrier Service Agreement              |
| Econotel Corporation                |   | \$ 30,000.00    | LOC      | Carrier Service Agreement              |
| ForcedMatrix.Com                    |   | \$ 100,000.00   | LOC      | Carrier Service Agreement              |
| Master Call Communications          |   | \$ 10,000.00    | LOC      | Carrier Service Agreement              |
| Momentum Telecom, Inc.              | f/k/a Momentum Business Solutions, Inc. | \$ 50,000.00    | LOC      | Carrier Services Agreement             |
| Net One International, Inc.         |   | \$ 250,000.00   | LOC      | Carrier Service Agreement              |
| Network Enhanced Technologies, Inc. |   | \$ 25,000.00    | LOC      | Carrier Service Agreement              |
| PNG Telecommunications, Inc.        |   | \$ 125,000.00   | LOC      | Carrier Services Switchless Agreement  |
| SmartNet, Inc. d/b/a Callsmart      |   | \$ 50,000.00    | LOC      | Carrier Service Agreement              |
| Tech Valley Communications, Inc.    | GFC Communications, Inc.                | \$ 100,000.00   | LOC      | Switchless Wholesale Service Agreement |
| Telephone Associates, Inc.          |   | \$ 75,000.00    | LOC      | Carrier Service Switchless Agreement   |



| Legal Entity                                  | FKA                   | Service Amount | Priority | Type of Agreement                           |
|---|-----------------------|----------------|----------|---|
| Touch-Tel Communications, Inc.                |                       | \$ 50,000.00   | LOC      | Carrier Services Switchless Agreement       |
| Trans National Communications International   |                       | \$ 25,000.00   | LOC      | Switchless Wholesale Service Agreement      |
| MMG Hopldings, Inc.                           | TTE of Maryland, Inc. | \$ 15,000.00   | LOC      | Switchless Reseller Services Agreement      |
| United States Advanced Network, Inc.          |                       | \$ 750,000.00  | LOC      | Carrier Service Agreement                   |
| Uni-Tel Communications Group, Inc.            |                       | \$ 100,000.00  | LOC      | Carrier Services Switchless Agreement       |
| Universal Access, Inc.                        |                       | \$ 50,000.00   | LOC      | Capacity Agreement                          |
| Xspedius Communications, LLC                  |                       | \$ 50,000.00   | LOC      | Carrier Service Agreement                   |
| TTUSA Acquisition, Inc.                       | YesTel, Inc.          | \$ 140,000.00  | LOC      | Carrier Service Agreement                   |
| Zone Telecom, Inc.                            |                       | \$ 250,000.00  | LOC      | Carrier Service Agreement                   |
| Paetec Communications, Inc.                   |                       | \$ 100,000.00  | LOC      | Carrier Service Agreement                   |
| Point One Telecommunications, Inc.            |                       | \$ 50,000.00   | LOC      | No Hard or Soft Copy of Agreement Available |
| Koncept International, Inc. d/b/a Koncept USA |                       | \$ 62,500.00   | LOC      | Master Service Agreement                    |
| Zingo Telecom, Inc.                           | WhistlerTel, Inc.     | \$ 40,000.00   | LOC      | Master Service Agreement                    |
| Telespan Carrier Access, LLC                  |                       | \$ 25,000.00   | LOC      | Master Service Agreement                    |
| Callbright Corporation                        |                       |                | LOC      | Master Service Agreement                    |
| Transbeam, Inc.                               |                       | \$ 15,000.00   | LOC      | Master Service Agreement                    |
| Ayalogic, Inc.                                |                       | \$ 40,000.00   | LOC      | Master Service Agreement                    |
| VoIP Alliance LLC                             |                       | \$ 15,000.00   | LOC      | Master Service Agreement                    |

| Legal Name              | FKA | Security Amount | Rating | Type of Agreement        |
|-------------------------|-----|-----------------|--------|--------------------------|
| Nationwide Telecom Inc. |     | \$ 18,000.00    | LOC    | Master Service Agreement |
| aireIP LLC              |     | \$ 12,000.00    | LOC    | Master Service Agreement |
| Alpha Red, Inc.         |     | \$ 18,000.00    | LOC    | Master Service Agreement |
| Inratel, LLC            |     | \$ 125,000.00   | LOC    | Master Service Agreement |
|                         |     | \$ 3,275,500.00 |        |                          |

INTELLECTUAL PROPERTY

(A) Copyrights

None.

(B) Copyright Licenses

None.

(C) Patents

| Patent No. | Applicant (Entity)                           | Issue Date        |
|------------|--|-------------------|
| 5,903,637  | Global Crossing Advanced Card Services, Inc. | May 11, 1999      |
| 6,263,372  | Global Crossing Advanced Card Services, Inc. | July 17, 2001     |
| 6,279,038  | Global Crossing North America Inc.           | August 21, 2001   |
| 5,854,833  | Global Crossing Advanced Card Services, Inc. | December 29, 1998 |
| 6,016,343  | Global Crossing Advanced Card Services, Inc. | January 18, 2000  |
| 5,873,099  | Global Crossing Advanced Card Services, Inc. | February 16, 1999 |
| 5,867,566  | Global Crossing Advanced Card Services, Inc. | February 2, 1999  |
| 5,799,156  | Global Crossing Advanced Card Services, Inc. | August 25, 1998   |
| 5,590,181  | Global Crossing Advanced Card Services, Inc. | December 31, 1996 |
| 5,586,175  | Global Crossing Advanced Card Services, Inc. | December 17, 1996 |
| 5,633,919  | Global Crossing Advanced Card Services, Inc. | May 27, 1997      |
| 5,615,251  | Global Crossing Advanced Card Services, Inc. | March 25, 1997    |
| 5,638,430  | Global Crossing Advanced Card Services, Inc. | June 10, 1997     |
| 5,483,587  | Global Crossing Advanced Card Services, Inc. | January 9, 1996   |
| 5,546,449  | Global Crossing Advanced Card Services, Inc. | August 13, 1996   |

|           |  |                  |
|-----------|--|------------------|
| 5,619,554 | Global Crossing Advanced Card Services, Inc. | April 8, 1997    |
| 5,646,982 | Global Crossing Advanced Card Services, Inc. | July 8, 1997     |
| 6,643,362 | Global Crossing, North America, Inc.         | November 4, 2003 |

(D) Patent Licenses

None.

(E) Trademarks

See Attached.

(F) Trademark Licenses

None.

(G) Trade Secret Licenses

None.

(H) Intellectual Property Exceptions

None.

| Mark                         | Ref#   | Class(es) | Filed     | Appln #   | Reg Date   | Reg #     | Status     |
|------------------------------|--|-----------|-----------|-----------|------------|-----------|------------|
| <b>ARGENTINA</b>             |  |           |           |           |            |           |            |
| AMERICAS INTERCONNECT CENTER | 14920-017AR1   | 38        | 6/27/2001 | 2.347.239 | 11/29/2002 | 1903109   | REGISTERED |
|                              | Owner: Global Crossing Holdings Limited  |           |           |           |            |           |            |
|                              | 38: Telecommunications services, namely, providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network |           |           |           |            |           |            |
| GLOBAL CROSSING              | 14920-035AR1   | 38        | 5/15/1998 | 2.151.267 | 8/18/1999  | 1.749.015 | REGISTERED |
|                              | Owner: Global Crossing Holdings Limited  |           |           |           |            |           |            |
|                              | 38: All services in class 38, namely: Communications   |           |           |           |            |           |            |
| GLOBAL CROSSING & DESIGN     | 14920-036AR1   | 38        | 5/15/1998 | 2.151.268 | 8/18/1999  | 1.749.016 | REGISTERED |
|                              | Owner: Global Crossing Holdings Limited  |           |           |           |            |           |            |
|                              | 38: Communications.  |           |           |           |            |           |            |
| SAC-1                        | 14920-062AR1   | 38        | 5/15/1998 | 2.151.270 | 8/23/1999  | 1.749.450 | REGISTERED |
|                              | Owner: Global Crossing Holdings Limited  |           |           |           |            |           |            |
|                              | 38: Communications   |           |           |           |            |           |            |
| SOUTH AMERICAN CROSSING      | 14920-065AR1   | 38        | 5/15/1998 | 2.151.271 | 8/18/1999  | 1.749.019 | REGISTERED |
|                              | Owner: Global Crossing Holdings Limited  |           |           |           |            |           |            |
|                              | 38: Communications   |           |           |           |            |           |            |
| <b>AUSTRALIA</b>             |  |           |           |           |            |           |            |
| 7 CABLES & DESIGN            | 14920-010AU1   | 38        | 4/11/2000 | 831426    | 3/5/2001   | 831426    | REGISTERED |
|                              | Owner: Global Crossing Holdings Limited  |           |           |           |            |           |            |
|                              | 38: Telecommunications services  |           |           |           |            |           |            |
| AGC                          | 14920-015AU1   | 38        | 5/5/2000  | 834223    | 6/20/2001  | 834223    | REGISTERED |
|                              | Owner: Global Crossing Holdings Limited  |           |           |           |            |           |            |
|                              | 38: Telecommunications services, namely, providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network |           |           |           |            |           |            |

| Mark                 | Ref#         | Class(es) | Filed     | Appln # | Reg Date | Reg #  | Status     |
|----------------------|--------------|-----------|-----------|---------|----------|--------|------------|
| ASIA GLOBAL CROSSING | 14920-009AU1 | 38        | 4/11/2000 | 831425  | 3/5/2001 | 831425 | REGISTERED |

Owner: Global Crossing Holdings Limited  
38: Telecommunications services

|                 |              |    |           |        |           |        |            |
|-----------------|--------------|----|-----------|--------|-----------|--------|------------|
| GLOBAL CROSSING | 14920-035AU1 | 38 | 4/11/2000 | 831424 | 4/11/2000 | 831424 | REGISTERED |
|-----------------|--------------|----|-----------|--------|-----------|--------|------------|

Owner: Global Crossing Holdings Limited  
38: Telecommunications services.

## BERMUDA

|     |              |    |          |       |          |        |            |
|-----|--------------|----|----------|-------|----------|--------|------------|
| AGC | 14920-015BM1 | 38 | 2/3/2000 | 31658 | 2/3/2000 | B31658 | REGISTERED |
|-----|--------------|----|----------|-------|----------|--------|------------|

Owner: Global Crossing Holdings Limited  
38: Telecommunications services

|                      |              |    |           |       |           |       |            |
|----------------------|--------------|----|-----------|-------|-----------|-------|------------|
| ASIA GLOBAL CROSSING | 14920-009BM2 | 38 | 11/1/2001 | 33612 | 11/1/2001 | 33612 | REGISTERED |
|----------------------|--------------|----|-----------|-------|-----------|-------|------------|

Owner: Global Crossing Holdings Limited  
38: Telecommunication services

|                 |              |    |            |       |            |       |            |
|-----------------|--------------|----|------------|-------|------------|-------|------------|
| GLOBAL CROSSING | 14920-035BM1 | 38 | 10/11/1999 | 31106 | 10/11/1999 | 31106 | REGISTERED |
|-----------------|--------------|----|------------|-------|------------|-------|------------|

Owner: Global Crossing Holdings Limited  
38: Telecommunications services.

## BRAZIL

|                              |              |    |           |           |  |  |         |
|------------------------------|--------------|----|-----------|-----------|--|--|---------|
| AMERICAS INTERCONNECT CENTER | 14920-017BR1 | 38 | 7/27/2001 | 823614948 |  |  | PENDING |
|------------------------------|--------------|----|-----------|-----------|--|--|---------|

Owner: Global Crossing Holdings Limited  
38: Telecommunications services, namely providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network

|                 |              |    |           |           |  |  |         |
|-----------------|--------------|----|-----------|-----------|--|--|---------|
| GLOBAL CROSSING | 14920-035BR1 | 38 | 9/29/1998 | 821107810 |  |  | PENDING |
|-----------------|--------------|----|-----------|-----------|--|--|---------|

Owner: Global Crossing Holdings Limited  
38: Telecommunication services, namely, investing in, planning developing, constructing, operating, providing and selling telecommunication services.

| Mark   | Ref#         | Class(es) | Filed      | Appln #   | Reg Date  | Reg #     | Status     |
|--|--------------|-----------|------------|-----------|-----------|-----------|------------|
| GLOBAL CROSSING &<br>DESIGN  | 14920-036BR1 | 38        | 9/30/1998  | 821108662 |           |           | PENDING    |
| Owner: Global Crossing Holdings Limited  |              |           |            |           |           |           |            |
| 38: Telecommunications services, namely investing in planning, developing, constructing, operating, providing and selling telecommunications services                |              |           |            |           |           |           |            |
| SOUTH AMERICAN<br>CROSSING   | 14920-065BR1 | 38        | 9/29/1998  | 821107801 |           |           | PENDING    |
| Owner: Global Crossing Holdings Limited  |              |           |            |           |           |           |            |
| 38: Telecommunication services, namely, investing in, planning developing, constructing, operating, providing and selling telecommunication services.                |              |           |            |           |           |           |            |
| <b>CANADA</b>  |              |           |            |           |           |           |            |
| CABLE DESIGN   | 14920-022CA1 | 0         | 4/26/2001  | 1100936   | 5/26/2003 | TMA582312 | REGISTERED |
| Owner: Global Crossing Holdings Limited  |              |           |            |           |           |           |            |
| 0: Telecommunications services, namely providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network |              |           |            |           |           |           |            |
| CONFERCALL   | 14920-081CA1 | 0         | 11/23/1987 | 595769    | 3/17/1989 | TMA353085 | REGISTERED |
| Owner: Global Crossing Telecommunications, Inc.  |              |           |            |           |           |           |            |
| 0: Teleconferencing services   |              |           |            |           |           |           |            |
| CONFERTECH   | 14920-080CA1 | 0         | 11/23/1987 | 595768    | 9/30/1988 | TMA345581 | REGISTERED |
| Owner: Global Crossing Telecommunications, Inc.  |              |           |            |           |           |           |            |
| 0: Electronic teleconferencing units   |              |           |            |           |           |           |            |
| CT & Design  | 14920-079CA1 | 9         | 10/24/2006 | 1322071   |           |           | PENDING    |
| Owner: Global Crossing Telecommunications, Inc.  |              |           |            |           |           |           |            |
| 9: Electronic teleconferencing units   |              |           |            |           |           |           |            |

| Mark                         | Ref#   | Class(es) | Filed      | Appln #     | Reg Date  | Reg #     | Status     |
|------------------------------|--|-----------|------------|-------------|-----------|-----------|------------|
| CT CONFERTECH AND DESIGN     | 14920-078CA1   | 9         | 10/24/2006 | 1322072     |           |           | PENDING    |
|                              | Owner: Global Crossing Telecommunications, Inc.  |           |            |             |           |           |            |
|                              | 9 : Electronic teleconferencing units.   |           |            |             |           |           |            |
| GLOBAL CROSSING              | 14920-035CA1   | 0         | 9/24/1999  | 1029996     | 7/20/2001 | TMA548422 | REGISTERED |
|                              | Owner: Global Crossing Holdings Limited  |           |            |             |           |           |            |
|                              | 0 : Providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network.                                     |           |            |             |           |           |            |
| GLOBAL CROSSING & DESIGN     | 14920-036CA1   | 0         | 5/14/2001  | 1103127     | 5/27/2003 | TMA582429 | REGISTERED |
|                              | Owner: Global Crossing Holdings Limited  |           |            |             |           |           |            |
|                              | 0 : Communications connections and transfer of data, voice, video and other information namely images, sound and text, via a fiber optic based network                 |           |            |             |           |           |            |
| NORTH AMERICAN CROSSING      | 14920-051CA1   | 0         | 11/3/1999  | 1034647     | 12/4/2001 | TMA554983 | REGISTERED |
|                              | Owner: Global Crossing Holdings Limited  |           |            |             |           |           |            |
|                              | 0 : Providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network.                                     |           |            |             |           |           |            |
| <b>CHILE</b>                 |  |           |            |             |           |           |            |
| AMERICAS INTERCONNECT CENTER | 14920-017CL1   | 38        | 8/24/2001  | 540631      | 6/19/2002 | 633.306   | REGISTERED |
|                              | Owner: Global Crossing Holdings Ltd.   |           |            |             |           |           |            |
|                              | 38: Telecommunications services, namely, providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network |           |            |             |           |           |            |
| GLOBAL CROSSING              | 14920-035CL2   | 38        | 10/27/2006 | 749559      |           |           | PENDING    |
|                              | Owner: Global Crossing Holdings Limited  |           |            |             |           |           |            |
|                              | 38: Providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network                                      |           |            |             |           |           |            |
| <b>CHINA</b>                 |  |           |            |             |           |           |            |
| 7 CABLES & DESIGN            | 14920-010CN1   | 38        | 2/12/2000  | 2000-016899 | 5/28/2001 | 1579841   | REGISTERED |
|                              | Owner: Global Crossing Holdings Limited  |           |            |             |           |           |            |
|                              | 38: Providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network                                      |           |            |             |           |           |            |



| Mark | Ref#         | Class(es) | Filed     | Appln #     | Reg Date  | Reg #   | Status     |
|------|--------------|-----------|-----------|-------------|-----------|---------|------------|
| AGC  | 14920-015CN1 | 38        | 2/23/2000 | 2000-019859 | 8/28/2001 | 1627777 | REGISTERED |

Owner: Global Crossing Holdings Limited

38: Telecommunications services, namely, providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network

|                      |              |    |          |             |            |         |            |
|----------------------|--------------|----|----------|-------------|------------|---------|------------|
| ASIA GLOBAL CROSSING | 14920-009CN1 | 38 | 1/4/2000 | 2000-001829 | 10/21/2003 | 2019606 | REGISTERED |
|----------------------|--------------|----|----------|-------------|------------|---------|------------|

Owner: Global Crossing Holdings Limited

38: Communications by fiber optic networks

EUROPEAN UNION (CTM)

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| Mark | Ref# | Class(es) | Filed | Appln # | Reg Date | Reg # | Status |
|------|------|-----------|-------|---------|----------|-------|--------|
|------|------|-----------|-------|---------|----------|-------|--------|

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|                 |              |    |          |           |           |           |            |
|-----------------|--------------|----|----------|-----------|-----------|-----------|------------|
| GLOBAL CROSSING | 14920-035EU1 | 38 | 5/7/1998 | 000818641 | 1/20/2005 | 000818641 | REGISTERED |
|-----------------|--------------|----|----------|-----------|-----------|-----------|------------|

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Owner: Global Crossing Holdings Ltd.

38: Telecommunications services

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|                             |              |    |          |           |           |           |            |
|-----------------------------|--------------|----|----------|-----------|-----------|-----------|------------|
| GLOBAL CROSSING &<br>DESIGN | 14920-036EU1 | 38 | 5/7/1998 | 000818724 | 1/20/2005 | 000818724 | REGISTERED |
|-----------------------------|--------------|----|----------|-----------|-----------|-----------|------------|

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Owner: Global Crossing Holdings Ltd.

38: Telecommunications services.

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|                       |              |    |          |           |          |           |            |
|-----------------------|--------------|----|----------|-----------|----------|-----------|------------|
| PAN-EUROPEAN CROSSING | 14920-058EU1 | 38 | 5/7/1998 | 000818807 | 2/9/2005 | 000818807 | REGISTERED |
|-----------------------|--------------|----|----------|-----------|----------|-----------|------------|

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Owner: Global Crossing Holdings Limited

38: Telecommunications services, namely investing in, planning, developing, constructing, operating, providing and selling telecommunications services

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| Mark  | Ref#         | Class(es) | Filed    | Appln #   | Reg Date | Reg #     | Status     |
|-------|--------------|-----------|----------|-----------|----------|-----------|------------|
| PEC-1 | 14920-060EU1 | 38        | 5/7/1998 | 000818625 | 2/9/2005 | 000818625 | REGISTERED |

Owner: Global Crossing Holdings Limited  
38: Telecommunications services

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GERMANY

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| Mark  | Ref#         | Class(es) | Filed     | Appln #       | Reg Date   | Reg #        | Status     |
|---|--------------|-----------|-----------|---------------|------------|--------------|------------|
| GLOBAL CROSSING   | 14920-035DE1 | 38, 42    | 5/15/1998 | 39826434.1/38 | 12/14/1998 | 398 26 434.1 | REGISTERED |
| Owner: Global Crossing Holdings Limited   |              |           |           |               |            |              |            |
| 38: Telecommunication; technical project planning; field of equipment for telecommunication; for disposal notch of equipment for telecommunication to third party |              |           |           |               |            |              |            |
| 42: Planning, development and construction for telecommunication services   |              |           |           |               |            |              |            |
| GLOBAL CROSSING & DESIGN  | 14920-036DE1 | 38, 42    | 5/18/1998 | 398 27846/38  | 9/21/1998  | 39827846.6   | REGISTERED |
| Owner: Global Crossing Holdings Limited   |              |           |           |               |            |              |            |
| 38: Telecommunications services   |              |           |           |               |            |              |            |
| 42: Entertainment services  |              |           |           |               |            |              |            |
| PAN-EUROPEAN CROSSING   | 14920-058DE1 | 38, 42    | 5/12/1998 | 398 26 438.4  | 12/14/1998 | 398 26 438.4 | REGISTERED |
| Owner: Global Crossing Holdings Limited   |              |           |           |               |            |              |            |
| 38: Telecommunications services, namely, investing in, planning, developing, constructing, operating, providing and selling telecommunications services           |              |           |           |               |            |              |            |
| 42: Entertainment services  |              |           |           |               |            |              |            |
| PEC-1   | 14920-060DE1 | 38, 42    | 5/12/1998 | 398 26 439.2  | 12/14/1998 | 398 26 439.2 | REGISTERED |
| Owner: Global Crossing Holdings Limited   |              |           |           |               |            |              |            |
| 38: Telecommunications services, namely, investing in, planning, developing, constructing, operating, providing and selling telecommunications services           |              |           |           |               |            |              |            |
| 42: Entertainment services  |              |           |           |               |            |              |            |
| <b>HONG KONG</b>  |              |           |           |               |            |              |            |
| 7 CABLES & DESIGN   | 14920-010HK1 | 38        | 1/31/2000 | 2000/01960    | 9/2/2000   | 200011915    | REGISTERED |
| Owner: Global Crossing Holdings Limited   |              |           |           |               |            |              |            |
| 38: Telecommunications services all included in Class 38  |              |           |           |               |            |              |            |
| AGC   | 14920-015HK1 | 38        | 2/18/2000 | 2000/03307    | 6/16/2003  | 2003B08148   | REGISTERED |
| Owner: Global Crossing Holdings Limited   |              |           |           |               |            |              |            |
| 38: Telecommunications services; all included in Class 38   |              |           |           |               |            |              |            |

| Mark   | Ref#         | Class(es) | Filed      | Appln #    | Reg Date  | Reg #      | Status     |
|--|--------------|-----------|------------|------------|-----------|------------|------------|
| ASIA CROSSING  | 14920-018HK1 | 38        | 7/23/1998  | 98/09777   | 7/7/2000  | 2000B09524 | REGISTERED |
| Owner: Global Crossing Holdings Limited  |              |           |            |            |           |            |            |
| 38: Telecommunications services, planning of telecommunications services, optical fiber telecommunications services; all included in Class 38  |              |           |            |            |           |            |            |
| ASIA GLOBAL CROSSING   | 14920-009HK1 | 38        | 10/8/1999  | 14156/1999 | 9/17/2002 | 2002B12184 | REGISTERED |
| Owner: Global Crossing Holdings Limited  |              |           |            |            |           |            |            |
| 38: Telecommunication services; planning, developing, operating and providing telecommunication services; operating fiber optic cable system capacity; operating telecommunication systems; providing communications connections and transfer of data voice, video and other information via a fiber optic-based network; all included in Class 38 |              |           |            |            |           |            |            |
| GLOBAL CROSSING  | 14920-035HK1 | 38        | 4/2/1998   | 98/09775   | 2/15/2000 | 2000B02827 | REGISTERED |
| Owner: Global Crossing Holdings Limited  |              |           |            |            |           |            |            |
| 38: Telecommunications services; planning relating to telecommunication; operating of telecommunication systems; all included in Class 38  |              |           |            |            |           |            |            |
| GLOBAL CROSSING & DESIGN   | 14920-036HK1 | 38        | 4/2/1998   | 98/09774   | 4/2/1998  | 2000B01623 | REGISTERED |
| Owner: Global Crossing Holdings Limited  |              |           |            |            |           |            |            |
| 38: Telecommunications services; planning relating to telecommunication; operating of telecommunication systems; all included in Class 38  |              |           |            |            |           |            |            |
| <b>INDIA</b>   |              |           |            |            |           |            |            |
| AGC  | 14920-015IN1 | 16        | 3/14/2000  | 909848     | 3/14/2000 | 909848     | REGISTERED |
| Owner: Global Crossing Holdings Ltd.   |              |           |            |            |           |            |            |
| 16: Printed materials in the field of communications and telecommunications, including brochures, pamphlets, manuals, operating instructions, stationary, catalogs, newsletters, user guides, instructional and teaching materials   |              |           |            |            |           |            |            |
| ASIA GLOBAL CROSSING   | 14920-009IN1 | 16        | 12/13/1999 | 891427     | 4/26/2005 | 891427     | REGISTERED |
| Owner: Global Crossing Holdings Ltd.   |              |           |            |            |           |            |            |
| 16: Printed materials in the field of communications and telecommunications, including brochures, pamphlets, manuals, operating instructions, stationery, catalogues, newsletters, user guides, instructional and teaching materials   |              |           |            |            |           |            |            |

| Mark            | Ref#         | Class(es) | Filed      | Appln # | Reg Date  | Reg #  | Status     |
|-----------------|--------------|-----------|------------|---------|-----------|--------|------------|
| GLOBAL CROSSING | 14920-035IN1 | 16        | 12/13/1999 | 891426  | 5/19/2005 | 891426 | REGISTERED |

Owner: Global Crossing Holdings Ltd.

16: Printed materials in the field of communications and telecommunications, including brochures, pamphlets, manuals, operating instructions, stationery, catalogues, newsletters, user guides, instructional and teaching materials

## INDONESIA

|     |              |    |           |        |           |        |            |
|-----|--------------|----|-----------|--------|-----------|--------|------------|
| AGC | 14920-015ID1 | 38 | 11/6/2000 | 498462 | 2/18/2002 | 498462 | REGISTERED |
|-----|--------------|----|-----------|--------|-----------|--------|------------|

Owner: Global Crossing Holdings Limited

38: Telecommunications services

|                      |              |    |          |        |           |        |            |
|----------------------|--------------|----|----------|--------|-----------|--------|------------|
| ASIA GLOBAL CROSSING | 14920-009ID1 | 38 | 2/5/2001 | 498463 | 2/18/2002 | 498463 | REGISTERED |
|----------------------|--------------|----|----------|--------|-----------|--------|------------|

Owner: Global Crossing Holdings Limited

38: Telecommunications services

## JAPAN

|                   |              |    |           |           |          |         |            |
|-------------------|--------------|----|-----------|-----------|----------|---------|------------|
| 7 CABLES & DESIGN | 14920-010JP1 | 38 | 1/27/2003 | 5101/2000 | 3/2/2001 | 4457474 | REGISTERED |
|-------------------|--------------|----|-----------|-----------|----------|---------|------------|

Owner: Global Crossing Holdings Limited

38: Cellular telephone communication; telex communication; communication by computer terminals; communication by telegram; communication by telephone; facsimile communication; radio/telephone paging services; communication by other communication equipment; news services for communication media; rental/leasing of communication equipment including telephone/facsimile machines; providing information regarding communication

|     |              |    |           |            |           |         |            |
|-----|--------------|----|-----------|------------|-----------|---------|------------|
| AGC | 14920-015JP1 | 38 | 2/17/2000 | 12938/2000 | 4/20/2001 | 4469520 | REGISTERED |
|-----|--------------|----|-----------|------------|-----------|---------|------------|

Owner: Global Crossing Holdings Limited

38: Cellular telephone communication; telex communication; communication by computer terminals; communication by telegram; communication by telephone; facsimile communication; radio/telephone paging services; television broadcasting; cable television broadcasting; radio broadcasting; news services for communication media; rental/leasing of communication equipment (including telephone/facsimile machines)

|               |              |    |           |            |           |         |            |
|---------------|--------------|----|-----------|------------|-----------|---------|------------|
| ASIA CROSSING | 14920-018JP1 | 38 | 7/30/1998 | 65186/1998 | 10/8/1999 | 4323395 | REGISTERED |
|---------------|--------------|----|-----------|------------|-----------|---------|------------|

Owner: Global Crossing Holdings Limited

38: Telecommunication services, namely fiber optic cable system

| Mark  | Ref#         | Class(es) | Filed      | Appln #    | Reg Date   | Reg #    | Status     |
|---|--------------|-----------|------------|------------|------------|----------|------------|
| ASIA GLOBAL CROSSING  | 14920-009JP1 | 38        | 10/15/1999 | 90787/1999 | 1/18/2002  | 4536644  | REGISTERED |
| Owner: Global Crossing Holdings Limited   |              |           |            |            |            |          |            |
| 38: Cellular telephone communication; telex communication; communication by computer terminals; communication by telegram; communication by telephone; facsimile communication; radio/telephone paging services; television broadcasting; cable television broadcasting; radio broadcasting; news services for communication media; rental/leasing of communication equipment (including telephone/facsimile machines)                  |              |           |            |            |            |          |            |
| GLOBAL CROSSING   | 14920-035JP1 | 38        | 7/30/1998  | 65181/1998 | 5/19/2000  | 4383015  | REGISTERED |
| Owner: Global Crossing Holdings Limited   |              |           |            |            |            |          |            |
| 38: Telecommunication services, namely a fiber optic cable system.  |              |           |            |            |            |          |            |
| GLOBAL CROSSING & DESIGN  | 14920-036JP1 | 38        | 7/30/1998  | 65182/1998 | 2/2/2001   | 4450258  | REGISTERED |
| Owner: Global Crossing Holdings Limited   |              |           |            |            |            |          |            |
| 38: Cellular telephone communication; telex communication; communication by computer terminals; communication by telegram; communication by telephone; facsimile transmission; radio/telephone paging services; communication by other communication equipment; news services for communication media; rental/leasing of communication equipment including telephones/facsimile machines; providing information regarding communication |              |           |            |            |            |          |            |
| <b>MACAO</b>  |              |           |            |            |            |          |            |
| AGC   | 14920-015MO1 | 38        | 7/13/2000  | N/006317   | 11/21/2000 | N/006317 | REGISTERED |
| Owner: Global Crossing Holdings Limited   |              |           |            |            |            |          |            |
| 38: Telecommunications services   |              |           |            |            |            |          |            |
| ASIA CROSSING   | 14920-018MO1 | 38        | 7/27/1998  | N/003749   | 1/14/1999  | N/003749 | REGISTERED |
| Owner: Global Crossing Holdings Limited   |              |           |            |            |            |          |            |
| 38: Telecommunications services, namely, investing in, planning, developing, constructing, operating, providing and selling telecommunications services.  |              |           |            |            |            |          |            |
| ASIA GLOBAL CROSSING  | 14920-009MO1 | 38        | 7/13/2000  | N/006318   | 11/21/2000 | N/006318 | REGISTERED |
| Owner: Global Crossing Holdings Limited   |              |           |            |            |            |          |            |
| 38: Telecommunication services  |              |           |            |            |            |          |            |

| Mark            | Ref#         | Class(es) | Filed     | Appln #  | Reg Date  | Reg #    | Status     |
|-----------------|--------------|-----------|-----------|----------|-----------|----------|------------|
| GLOBAL CROSSING | 14920-035MO1 | 38        | 7/27/1998 | N/003751 | 1/14/1999 | N/003751 | REGISTERED |

Owner: Global Crossing Holdings Limited

38: Telecommunication services, namely investing in, planning, developing, constructing, operating, providing and selling telecommunication services

|                          |              |    |           |          |           |          |            |
|--------------------------|--------------|----|-----------|----------|-----------|----------|------------|
| GLOBAL CROSSING & DESIGN | 14920-036MO1 | 38 | 7/27/1998 | N/003752 | 1/14/1999 | N/003752 | REGISTERED |
|--------------------------|--------------|----|-----------|----------|-----------|----------|------------|

Owner: Global Crossing Holdings Limited

38: Telecommunication services, namely, investing in, planning developing, constructing, operating, providing and selling telecommunication services

## MALAYSIA

|              |              |    |           |            |           |            |            |
|--------------|--------------|----|-----------|------------|-----------|------------|------------|
| AGC & DESIGN | 14920-016MY1 | 38 | 5/23/2000 | 2000/06340 | 5/10/2003 | 2000/06340 | REGISTERED |
|--------------|--------------|----|-----------|------------|-----------|------------|------------|

Owner: Global Crossing Holdings Limited

38: Telecommunications services

|                      |              |    |          |            |          |            |            |
|----------------------|--------------|----|----------|------------|----------|------------|------------|
| ASIA GLOBAL CROSSING | 14920-009MY1 | 38 | 2/3/2000 | 2000/01403 | 2/3/2000 | 2000/01403 | REGISTERED |
|----------------------|--------------|----|----------|------------|----------|------------|------------|

Owner: Global Crossing Holdings Limited

38: Telecommunications services

|                 |              |    |           |            |           |            |            |
|-----------------|--------------|----|-----------|------------|-----------|------------|------------|
| GLOBAL CROSSING | 14920-035MY1 | 38 | 1/14/2000 | 2000/00299 | 1/14/2000 | 2000/00299 | REGISTERED |
|-----------------|--------------|----|-----------|------------|-----------|------------|------------|

Owner: Global Crossing Holdings Limited

38: Telecommunications services

## MEXICO

|                              |              |    |            |        |           |        |            |
|------------------------------|--------------|----|------------|--------|-----------|--------|------------|
| AMERICAS INTERCONNECT CENTER | 14920-017MX1 | 38 | 11/16/2001 | 518291 | 2/24/2005 | 868519 | REGISTERED |
|------------------------------|--------------|----|------------|--------|-----------|--------|------------|

Owner: Global Crossing Holdings Limited

38: Telecommunications services, namely, providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network



| Mark   | Ref#         | Class(es) | Filed      | Appln # | Reg Date   | Reg #  | Status     |
|--|--------------|-----------|------------|---------|------------|--------|------------|
| GLOBAL CROSSING  | 14920-035MX1 | 38        | 5/26/1998  | 333812  | 10/29/1998 | 591574 | REGISTERED |
| Owner: Global Crossing Holdings Limited  |              |           |            |         |            |        |            |
| 38: Telecommunication services, namely, investing in, planning developing, constructing, operating, providing and selling telecommunication services                   |              |           |            |         |            |        |            |
| GLOBAL CROSSING & DESIGN   | 14920-036MX1 | 38        | 5/26/1998  | 333809  | 5/27/1999  | 611106 | REGISTERED |
| Owner: Global Crossing Holdings Limited  |              |           |            |         |            |        |            |
| 38: Telecommunication services, investment in these services, planning, developing, construction, and provision of telecommunications services                         |              |           |            |         |            |        |            |
| NORTH AMERICAN CROSSING  | 14920-051MX1 | 38        | 2/4/2000   | 409477  | 2/29/2000  | 645242 | REGISTERED |
| Owner: Global Crossing Holdings Limited  |              |           |            |         |            |        |            |
| 38: Telecommunications services  |              |           |            |         |            |        |            |
| PAC-1  | 14920-003MX1 | 38        | 5/26/1998  | 333812  | 1/26/1999  | 598167 | REGISTERED |
| Owner: Global Crossing Holdings Limited  |              |           |            |         |            |        |            |
| 38: Telecommunications services, namely designing, building, operating, and selling fiber optic cable system capacity  |              |           |            |         |            |        |            |
| PAN-AMERICAN CROSSING  | 14920-070MX1 | 38        | 5/26/1998  | 333813  | 1/26/1999  | 598168 | REGISTERED |
| Owner: Global Crossing Holdings Limited  |              |           |            |         |            |        |            |
| 38: Telecommunications services, namely designing, building, operating, and selling fiber optic cable system capacity  |              |           |            |         |            |        |            |
| <b>NEW ZEALAND</b>   |              |           |            |         |            |        |            |
| AGC  | 14920-015NZ1 | 38        | 10/5/2000  | 624433  | 10/9/2001  | 624433 | REGISTERED |
| Owner: Global Crossing Holdings Limited  |              |           |            |         |            |        |            |
| 38: Telecommunications services, namely, providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network |              |           |            |         |            |        |            |
| ASIA GLOBAL CROSSING   | 14920-009NZ1 | 38        | 11/11/1999 | 602686  | 9/6/2001   | 602686 | REGISTERED |
| Owner: Global Crossing Holdings Limited  |              |           |            |         |            |        |            |
| 38: Telecommunication services   |              |           |            |         |            |        |            |

| Mark            | Ref#                                    | Class(es) | Filed      | Appln # | Reg Date | Reg #  | Status     |
|-----------------|---|-----------|------------|---------|----------|--------|------------|
| GLOBAL CROSSING | 14920-035NZ1                            | 38        | 11/11/1999 | 602687  | 9/6/2001 | 602687 | REGISTERED |
|                 | Owner: Global Crossing Holdings Limited |           |            |         |          |        |            |
|                 | 38: Telecommunications services         |           |            |         |          |        |            |

## PANAMA

|                              |   |    |           |        |           |        |            |
|------------------------------|---|----|-----------|--------|-----------|--------|------------|
| AMERICAS INTERCONNECT CENTER | 14920-017PA1  | 38 | 8/14/2001 | 116455 | 8/14/2001 | 116455 | REGISTERED |
|                              | Owner: Global Crossing Holdings Limited   |    |           |        |           |        |            |
|                              | 38: Telecommunications services, namely providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network |    |           |        |           |        |            |

|                 |  |    |           |        |           |       |            |
|-----------------|--|----|-----------|--------|-----------|-------|------------|
| GLOBAL CROSSING | 14920-035PA1   | 38 | 5/13/1998 | 093843 | 5/13/1998 | 93843 | REGISTERED |
|                 | Owner: Global Crossing Holdings Limited  |    |           |        |           |       |            |
|                 | 38: Telecommunication services, namely, investing in, planning developing, constructing, operating, providing and selling telecommunication services |    |           |        |           |       |            |

|                          |   |    |           |        |          |       |            |
|--------------------------|---|----|-----------|--------|----------|-------|------------|
| GLOBAL CROSSING & DESIGN | 14920-036PA1  | 38 | 5/13/1998 | 093846 | 2/3/2000 | 93846 | REGISTERED |
|                          | Owner: Global Crossing Holdings Limited   |    |           |        |          |       |            |
|                          | 38: Telecommunications services, namely investing in planning, Developing, constructing, operating, providing and selling telecommunications services |    |           |        |          |       |            |

|       |   |    |           |        |           |       |            |
|-------|---|----|-----------|--------|-----------|-------|------------|
| PAC-1 | 14920-003PA1  | 38 | 5/13/1998 | 093844 | 5/13/1998 | 93844 | REGISTERED |
|       | Owner: Global Crossing Holdings Limited   |    |           |        |           |       |            |
|       | 38: Telecommunications services, namely designing, building, operating, and selling fiber optic cable system capacity |    |           |        |           |       |            |

|                       |   |    |           |        |           |       |            |
|-----------------------|---|----|-----------|--------|-----------|-------|------------|
| PAN-AMERICAN CROSSING | 14920-070PA1  | 38 | 5/13/1998 | 093842 | 5/13/1998 | 93842 | REGISTERED |
|                       | Owner: Global Crossing Holdings Limited   |    |           |        |           |       |            |
|                       | 38: Telecommunications services, namely designing, building, operating, and selling fiber optic cable system capacity |    |           |        |           |       |            |

## PERU

|                 |   |    |  |        |           |       |            |
|-----------------|---|----|--|--------|-----------|-------|------------|
| GLOBAL CROSSING | 14920-035PE1                            | 38 |  | 121894 | 7/17/2001 | 26401 | REGISTERED |
|                 | Owner: Global Crossing Holdings Limited |    |  |        |           |       |            |
|                 | 38: Telecommunications                  |    |  |        |           |       |            |

| Mark | Ref#         | Class(es) | Filed | Appln # | Reg Date  | Reg # | Status     |
|------|--------------|-----------|-------|---------|-----------|-------|------------|
|      | 14920-035PE2 | 37        |       | 121895  | 7/17/2001 | 26402 | REGISTERED |

Owner: Global Crossing Holdings Limited

37: Construction, repairs, installation services

|  |              |   |  |        |           |       |            |
|--|--------------|---|--|--------|-----------|-------|------------|
|  | 14920-035PE3 | 9 |  | 121922 | 7/31/2001 | 73532 | REGISTERED |
|--|--------------|---|--|--------|-----------|-------|------------|

Owner: Global Crossing Holdings Limited

9:

|                             |              |    |           |        |           |        |            |
|-----------------------------|--------------|----|-----------|--------|-----------|--------|------------|
| GLOBAL CROSSING &<br>DESIGN | 14920-036PE1 | 38 | 1/28/2004 | 201331 | 5/10/2004 | 035274 | REGISTERED |
|-----------------------------|--------------|----|-----------|--------|-----------|--------|------------|

Owner: Global Crossing Holdings Limited

38: Telecommunications services and providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network

## PHILIPPINES

|                      |              |    |           |              |            |               |            |
|----------------------|--------------|----|-----------|--------------|------------|---------------|------------|
| ASIA GLOBAL CROSSING | 14920-009PH2 | 35 | 3/24/2003 | 4-2003-02735 | 12/19/2005 | 4-2003-002735 | REGISTERED |
|----------------------|--------------|----|-----------|--------------|------------|---------------|------------|

Owner: Global Crossing Holdings Limited

35: Providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network

|                 |              |    |           |              |          |               |            |
|-----------------|--------------|----|-----------|--------------|----------|---------------|------------|
| GLOBAL CROSSING | 14920-035PH2 | 35 | 3/24/2003 | 4-2003-02736 | 7/1/2005 | 4-2003-002736 | REGISTERED |
|-----------------|--------------|----|-----------|--------------|----------|---------------|------------|

Owner: Global Crossing Holdings Limited

35: Providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network

## SINGAPORE

|                   |              |    |           |            |           |            |            |
|-------------------|--------------|----|-----------|------------|-----------|------------|------------|
| 7 CABLES & DESIGN | 14920-010SG1 | 38 | 2/19/2000 | T00/02543A | 2/19/2000 | T00/02543A | REGISTERED |
|-------------------|--------------|----|-----------|------------|-----------|------------|------------|

Owner: Global Crossing Holdings Limited

38: Telecommunications services

|     |              |    |           |            |           |            |            |
|-----|--------------|----|-----------|------------|-----------|------------|------------|
| AGC | 14920-015SG1 | 38 | 2/28/2000 | T00/030551 | 2/28/2000 | T00/030551 | REGISTERED |
|-----|--------------|----|-----------|------------|-----------|------------|------------|

Owner: Global Crossing Holdings Limited

38: Telecommunications services, namely, providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network

| Mark   | Ref#         | Class(es) | Filed      | Appln #      | Reg Date   | Reg #       | Status     |
|--|--------------|-----------|------------|--------------|------------|-------------|------------|
| ASIA CROSSING  | 14920-018SG1 | 38        | 7/13/1998  | T98/06954H   | 4/15/2002  | T98/06954H  | REGISTERED |
| Owner: Global Crossing Holdings Limited  |              |           |            |              |            |             |            |
| 38: Telecommunications services; namely providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network  |              |           |            |              |            |             |            |
| ASIA GLOBAL CROSSING   | 14920-009SG1 | 38        | 10/12/1999 | T99/11408C   | 10/12/1999 | T99/11408C  | REGISTERED |
| Owner: Global Crossing Holdings Limited  |              |           |            |              |            |             |            |
| 38: Telecommunications services  |              |           |            |              |            |             |            |
| GLOBAL CROSSING  | 14920-035SG1 | 38        | 7/13/1998  | T98/06955F   | 4/2/1998   | T98/06955F  | REGISTERED |
| Owner: Global Crossing Holdings Limited  |              |           |            |              |            |             |            |
| 38: Telecommunications services; providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network   |              |           |            |              |            |             |            |
| GLOBAL CROSSING & DESIGN   | 14920-036SG1 | 38        | 7/13/1998  | T98/06956D   | 4/2/1998   | BT98/06956D | REGISTERED |
| Owner: Global Crossing Holdings Limited  |              |           |            |              |            |             |            |
| 38: Telecommunications services; providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network   |              |           |            |              |            |             |            |
| <b>SOUTH KOREA</b>   |              |           |            |              |            |             |            |
| 7 CABLES & DESIGN  | 14920-010KR1 | 38        | 2/14/2000  | 41-2000-3182 | 4/27/2001  | 67739       | REGISTERED |
| Owner: Global Crossing Holdings Limited  |              |           |            |              |            |             |            |
| 38: Communication enterprise business including investing in, planning, developing, construction, operating and providing telecommunications services  |              |           |            |              |            |             |            |
| AGC  | 14920-015KR1 | 38        | 2/26/2000  | 41-2000-4717 | 4/24/2001  | 67653       | REGISTERED |
| Owner: Global Crossing Holdings Limited  |              |           |            |              |            |             |            |
| 38: Communication enterprise business including investing in, planning, developing, constructing, operating and providing telecommunication services; communication business through optical fiber network including designing, building, operating and providing fiber optic cable system |              |           |            |              |            |             |            |

| Mark                     | Ref#  | Class(es) | Filed      | Appln #   | Reg Date   | Reg #  | Status     |
|--------------------------|---|-----------|------------|-----------|------------|--------|------------|
| ASIA CROSSING            | 14920-018KR1  | 38        | 7/28/1998  | 5928/1998 | 11/23/1999 | 57796  | REGISTERED |
|                          | Owner: Global Crossing Holdings Limited   |           |            |           |            |        |            |
|                          | 38: Providing telecommunication services rendered over a fiber optic cable system   |           |            |           |            |        |            |
| GLOBAL CROSSING          | 14920-035KR1  | 38        | 7/28/1998  | 5929/1998 | 11/23/1999 | 57795  | REGISTERED |
|                          | Owner: Global Crossing Holdings Limited   |           |            |           |            |        |            |
|                          | 38: Providing telecommunications services rendered over a fiber optic cable system. |           |            |           |            |        |            |
| GLOBAL CROSSING & DESIGN | 14920-036KR1  | 38        | 7/28/1998  | 5930/1998 | 11/23/1999 | 57794  | REGISTERED |
|                          | Owner: Global Crossing Holdings Limited   |           |            |           |            |        |            |
|                          | 38: Providing telecommunications services rendered over a fiber optic cable system  |           |            |           |            |        |            |
| <b>SWITZERLAND</b>       |   |           |            |           |            |        |            |
| NAMS                     | 14920-109CH1  | 9         | 11/18/1991 | 393907    | 11/18/1991 | 393907 | REGISTERED |
|                          | Owner: Global Crossing Telecommunications, Inc.                                     |           |            |           |            |        |            |
|                          | 9: Computer Software for surveillance of telecommunications networks                |           |            |           |            |        |            |
| <b>TAIWAN</b>            |   |           |            |           |            |        |            |
| 7 CABLES & DESIGN        | 14920-010TW1  | 38        | 3/7/2000   | 89011858  | 3/1/2001   | 139572 | REGISTERED |
|                          | Owner: Global Crossing Holdings Limited   |           |            |           |            |        |            |
|                          | 38: Telecommunication services  |           |            |           |            |        |            |
| AGC                      | 14920-015TW1  | 38        | 5/26/2000  | 89/29762  | 4/16/2001  | 141926 | REGISTERED |
|                          | Owner: Global Crossing Holdings Limited   |           |            |           |            |        |            |
|                          | 38: Telecommunications services   |           |            |           |            |        |            |
| ASIA CROSSING            | 14920-018TW1  | 38        | 7/17/1998  | 87/34887  | 1/1/2000   | 119727 | REGISTERED |
|                          | Owner: Global Crossing Holdings Limited   |           |            |           |            |        |            |
|                          | 38: Telecommunication services.   |           |            |           |            |        |            |

| Mark                     | Ref#                                    | Class(es) | Filed     | Appln #  | Reg Date   | Reg #  | Status     |
|--------------------------|---|-----------|-----------|----------|------------|--------|------------|
| ASIA GLOBAL CROSSING     | 14920-009TW1                            | 38        | 3/7/2000  | 89/11857 | 3/1/2001   | 139624 | REGISTERED |
|                          | Owner: Global Crossing Holdings Limited |           |           |          |            |        |            |
|                          | 38: Telecommunications services         |           |           |          |            |        |            |
| GLOBAL CROSSING          | 14920-035TW1                            | 38        | 7/17/1998 | 87/3888  | 11/16/1999 | 117911 | REGISTERED |
|                          | Owner: Global Crossing Holdings Limited |           |           |          |            |        |            |
|                          | 38: Telecommunications services         |           |           |          |            |        |            |
| GLOBAL CROSSING & DESIGN | 14920-036TW1                            | 38        | 7/17/1998 | 87/34889 | 11/16/1999 | 117920 | REGISTERED |
|                          | Owner: Global Crossing Holdings Limited |           |           |          |            |        |            |
|                          | 38: Telecommunications services         |           |           |          |            |        |            |

## THAILAND

|                               |   |    |           |        |          |         |            |
|-------------------------------|---|----|-----------|--------|----------|---------|------------|
| AGC & DESIGN                  | 14920-016TH1  | 38 | 3/31/2000 | 415920 | 4/3/2002 | SM15568 | REGISTERED |
|                               | Owner: Global Crossing Holdings Limited   |    |           |        |          |         |            |
|                               | 38: Telecommunications services, namely designing, building, operating, providing and selling fiber optic cable system capacity; investing in, planning, developing, constructing, operating, providing and selling telecommunication services and telecommunication services provided by transoceanic and terrestria fiber optic cable systems and satellite systems |    |           |        |          |         |            |
| ASIA GLOBAL CROSSING & DESIGN | 14920-019TH1  | 38 | 1/17/2002 | 477777 | 1/8/2003 | SM18471 | REGISTERED |
|                               | Owner: Global Crossing Holdings Limited   |    |           |        |          |         |            |
|                               | 38: Providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network   |    |           |        |          |         |            |
| GLOBAL CROSSING and Design    | 14920-036TH1  | 38 | 7/13/2005 | 596550 |          |         | PENDING    |
|                               | Owner: Global Crossing Holdings Limited   |    |           |        |          |         |            |
|                               | 38: Telecommunications services and providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network   |    |           |        |          |         |            |

## UNITED KINGDOM

| Mark                     | Ref#  | Class(es) | Filed     | Appln # | Reg Date  | Reg #     | Status     |
|--------------------------|---|-----------|-----------|---------|-----------|-----------|------------|
| ASIA GLOBAL CROSSING     | 14920-009GB1  | 38        | 3/20/2001 | 2264992 | 8/24/2001 | 2264992   | REGISTERED |
|                          | Owner: Global Crossing Holdings Limited   |           |           |         |           |           |            |
|                          | 38: Providing communications connections and transfer of data, voice, video and other information via a fiber-optic based network                       |           |           |         |           |           |            |
| ATLANTIC CROSSING        | 14920-020GB1  | 38        | 3/20/2001 | 2264982 | 3/29/2002 | 2264982   | REGISTERED |
|                          | Owner: Global Crossing Holdings Limited   |           |           |         |           |           |            |
|                          | 38: Providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network                       |           |           |         |           |           |            |
| GLOBAL CROSSING          | 14920-035GB1  | 38        | 5/5/1998  | 2165688 | 7/2/1999  | 2,165,688 | REGISTERED |
|                          | Owner: Global Crossing Holdings Limited   |           |           |         |           |           |            |
|                          | 38: Telecommunication services, namely investing in, planning, developing, constructing, operating, providing and selling telecommunication services    |           |           |         |           |           |            |
| GLOBAL CROSSING & DESIGN | 14920-036GB1  | 38        | 5/5/1999  | 2165693 | 7/2/1999  | 2165693   | REGISTERED |
|                          | Owner: Global Crossing Holdings Limited   |           |           |         |           |           |            |
|                          | 38: Telecommunications services, namely, investing in, planning, developing, constructing, operating, providing and selling telecommunications services |           |           |         |           |           |            |
| GLOBALPOINT              | 14920-093GB1  | 38        | 9/1/1995  | 2032161 | 9/20/1996 | 2032161   | REGISTERED |
|                          | Owner: Global Crossing Telecommunications, Inc.   |           |           |         |           |           |            |
|                          | 38: Local and long distance telecommunication services  |           |           |         |           |           |            |

| Mark   | Ref#         | Class(es) | Filed     | Appln # | Reg Date   | Reg #   | Status     |
|--|--------------|-----------|-----------|---------|------------|---------|------------|
| ONE PLANET, ONE NETWORK  | 14920-038GB1 | 38        | 3/21/2001 | 2264994 | 8/31/2001  | 2264994 | REGISTERED |
| Owner: Global Crossing Holdings Limited  |              |           |           |         |            |         |            |
| 38: Providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network                      |              |           |           |         |            |         |            |
| PAN-EUROPEAN CROSSING  | 14920-058GB1 | 38        | 5/5/1998  | 2165696 | 7/2/1999   | 2165696 | REGISTERED |
| Owner: Global Crossing Holdings Limited  |              |           |           |         |            |         |            |
| 38: Providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network                      |              |           |           |         |            |         |            |
| PEC-1  | 14920-060GB1 | 38        | 5/5/1998  | 2165698 | 10/23/1998 | 2165698 | REGISTERED |
| Owner: Global Crossing Holdings Limited  |              |           |           |         |            |         |            |
| 38: Telecommunications services, namely investing in, planning, developing, constructing, operating, providing and selling telecommunications services |              |           |           |         |            |         |            |



| Mark   | Ref#         | Class(es) | Filed      | Appln #    | Reg Date   | Reg #     | Status     |
|--|--------------|-----------|------------|------------|------------|-----------|------------|
| SKYNODE  | 14920-125GB2 | 38        | 8/22/1989  | 1397031    | 5/1/1992   | 1397031   | REGISTERED |
| Owner: Global Crossing (UK) Telecommunications Ltd.  |              |           |            |            |            |           |            |
| 38: Communications and telecommunications services for data and voice communications; provision of services for the management and control of data and electrical signal communicating networks; all included in Class 38; but not including any such services relating to the broadcasting of television and radio programmes |              |           |            |            |            |           |            |
| SKYPORT  | 14920-128GB2 | 38        | 9/22/1989  | 1399301    | 5/22/1992  | 1399301   | REGISTERED |
| Owner: Global Crossing (UK) Telecommunications Ltd.  |              |           |            |            |            |           |            |
| 38: Communications and telecommunications services for data and voice communications; provision of services for the management and control of data and electrical signal communicating networks; all included in Class 38; but not including any such services relating to the broadcasting of television and radio programmes |              |           |            |            |            |           |            |
| TERMINUS   | 14920-132GB1 | 38        | 3/6/1997   | 2125688    | 5/22/1998  | 2125688   | REGISTERED |
| Owner: Global Crossing (UK) Telecommunications Ltd.  |              |           |            |            |            |           |            |
| 38: Telecommunications and data communications services; management of telecommunications and data communications networks; rental of telecommunications and data communications apparatus, instruments and installations  |              |           |            |            |            |           |            |
| TRIPTALK   | 14920-112GB1 | 36        | 6/22/1995  | 2024844    | 2/23/1996  | 2024844   | REGISTERED |
| Owner: Global Crossing Telecommunications, Inc.  |              |           |            |            |            |           |            |
| 36: Debit card services for accessing local and long distance telecommunications services  |              |           |            |            |            |           |            |
| <b>UNITED STATES</b>   |              |           |            |            |            |           |            |
| 7 CABLES & DESIGN  | 14920-010001 | 38        | 10/15/1999 | 75/823,428 | 8/7/2001   | 2,476,566 | REGISTERED |
| Owner: Global Crossing Holdings Limited  |              |           |            |            |            |           |            |
| 38: Providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network  |              |           |            |            |            |           |            |
| ALC (Stylized)   | 14920-114001 | 38        | 12/23/1987 | 73/702,568 | 10/18/1988 | 1,509,569 | REGISTERED |
| Owner: Global Crossing Telecommunications, Inc.  |              |           |            |            |            |           |            |
| 38: Long distance telephone communication services   |              |           |            |            |            |           |            |

| Mark  | Ref#         | Class(es) | Filed      | Appln #    | Reg Date  | Reg #     | Status     |
|---|--------------|-----------|------------|------------|-----------|-----------|------------|
| ALL DAY 1+  | 14920-102002 | 38        | 10/28/2004 | 78/507,712 |           |           | ALLOWED    |
| Owner: Global Crossing North America, Inc.  |              |           |            |            |           |           |            |
| 38: Long distance telecommunication services, namely, long distance telephonic services   |              |           |            |            |           |           |            |
| ASIA GLOBAL CROSSING  | 14920-009001 | 38        | 10/8/1999  | 75/817,572 | 7/23/2002 | 2,598,569 | REGISTERED |
| Owner: Global Crossing Holdings Limited   |              |           |            |            |           |           |            |
| 38: Providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network                   |              |           |            |            |           |           |            |
| CALL HOME AMERICA<br>SELECT   | 14920-106001 | 38        | 10/5/1998  | 75/564,677 | 8/22/2000 | 2,380,013 | REGISTERED |
| Owner: Global Crossing North America, Inc.  |              |           |            |            |           |           |            |
| 38: Telecommunications services, namely long distance services  |              |           |            |            |           |           |            |
| CALLNET   | 14920-085002 | 38        | 10/6/2005  | 78/728,033 |           |           | ALLOWED    |
| Owner: Global Crossing Holdings Limited   |              |           |            |            |           |           |            |
| 38: Telecommunication services, namely, local and long distance telephonic communication services   |              |           |            |            |           |           |            |
| CASH GUARD  | 14920-086001 | 36        | 4/15/1996  | 75/088,247 | 7/15/1997 | 2,078,875 | REGISTERED |
| Owner: Global Crossing Holdings Limited   |              |           |            |            |           |           |            |
| 36: Telephone calling card services with enhanced feature, namely, the extension of credit for telecommunications and related calling card services |              |           |            |            |           |           |            |
| CC-1  | 14920-023002 | 38        | 11/22/2004 | 78/520,838 |           |           | ALLOWED    |
| Owner: Global Crossing Holdings Limited   |              |           |            |            |           |           |            |
| 38: Providing communications connections and transfer of data, voice, video and other information via a fiber-optic based network                   |              |           |            |            |           |           |            |
| CONFERCALL  | 14920-081002 | 38        | 5/15/2006  | 78/883,612 |           |           | ALLOWED    |
| Owner: Global Crossing Telecommunications, Inc.   |              |           |            |            |           |           |            |
| 38: Teleconferencing services.  |              |           |            |            |           |           |            |

| Mark                     | Ref#  | Class(es) | Filed      | Appln #    | Reg Date  | Reg #     | Status     |
|--------------------------|---|-----------|------------|------------|-----------|-----------|------------|
| CONFERTECH               | 14920-080002  | 9         | 4/27/2006  | 78/871,148 |           |           | ALLOWED    |
|                          | Owner: Global Crossing Telecommunications, Inc.   |           |            |            |           |           |            |
|                          | 9: Electronic teleconferencing units.   |           |            |            |           |           |            |
| CT & Design              | 14920-079002  | 9         | 4/27/2006  | 78/871,378 |           |           | ALLOWED    |
|                          | Owner: Global Crossing Telecommunications, Inc.   |           |            |            |           |           |            |
|                          | 9: Electronic teleconferencing units  |           |            |            |           |           |            |
| CT CONFERTECH AND DESIGN | 14920-078002  | 9         | 4/27/2006  | 78/871,304 |           |           | ALLOWED    |
|                          | Owner: Global Crossing Telecommunications, Inc.   |           |            |            |           |           |            |
|                          | 9: Electronic teleconferencing units.   |           |            |            |           |           |            |
| EXPRESSFRAME             | 14920-005001  | 38        | 10/22/2001 | 76/328,358 | 1/6/2004  | 2,803,055 | REGISTERED |
|                          | Owner: Global Crossing Holdings Limited   |           |            |            |           |           |            |
|                          | 38: Providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network         |           |            |            |           |           |            |
| EXPRESSVIEW              | 14920-110002  | 9         | 5/24/2006  | 78/891,258 |           |           | ALLOWED    |
|                          | Owner: Global Crossing Holdings Limited   |           |            |            |           |           |            |
|                          | 9: Computer software for tracking and reporting telecommunications costs and usage, namely for long distance, wireless and local traffic. |           |            |            |           |           |            |
| FAMILY TIES              | 14920-101001  | 38        | 2/29/1996  | 75/066,641 | 4/21/1998 | 2,152,878 | REGISTERED |
|                          | Owner: Global Crossing North America, Inc.  |           |            |            |           |           |            |
|                          | 38: Local and long distance telephonic communication services   |           |            |            |           |           |            |
| GLOBAL ACCLAIM           | 14920-141001  | 36        | 11/30/2006 | 77/054,081 |           |           | PENDING    |
|                          | Owner: Global Crossing Holdings Limited   |           |            |            |           |           |            |
|                          | 36: Telephone calling card services   |           |            |            |           |           |            |
| GLOBAL CROSSING          | 14920-035001  | 38        | 4/2/1998   | 75/461,402 | 1/2/2001  | 2,416,750 | REGISTERED |
|                          | Owner: Global Crossing Holdings Limited   |           |            |            |           |           |            |
|                          | 38: Providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network.        |           |            |            |           |           |            |

| Mark                      | Ref#   | Class(es) | Filed     | Appln #    | Reg Date  | Reg #     | Status     |
|---------------------------|--|-----------|-----------|------------|-----------|-----------|------------|
| GLOBAL CROSSING & DESIGN  | 14920-036001   | 38        | 4/2/1998  | 75/461,403 | 1/2/2001  | 2,416,751 | REGISTERED |
|                           | Owner: Global Crossing Holdings Limited  |           |           |            |           |           |            |
|                           | 38: Providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network  |           |           |            |           |           |            |
| GLOBAL CROSSING ACCESS    | 14920-099001   | 38        | 5/29/2001 | 76/264,727 | 2/19/2002 | 2,540,378 | REGISTERED |
|                           | Owner: Global Crossing Holdings Limited  |           |           |            |           |           |            |
|                           | 38: Telephone calling card services  |           |           |            |           |           |            |
| GLOBAL CROSSING ATM       | 14920-098001   | 38        | 12/6/1999 | 75/864,384 | 9/25/2001 | 2,493,456 | REGISTERED |
|                           | Owner: Global Crossing Holdings Limited  |           |           |            |           |           |            |
|                           | 38: Telecommunications services, namely an integrated services digital network to support voice, video and data communications applications  |           |           |            |           |           |            |
| GLOBAL CROSSING DSL       | 14920-097001   | 38        | 12/6/1999 | 75/864,398 | 8/28/2001 | 2,483,604 | REGISTERED |
|                           | Owner: Global Crossing Holdings Limited  |           |           |            |           |           |            |
|                           | 38: Telecommunications Services, namely high speed transmission of data and information over a global computer network   |           |           |            |           |           |            |
| GLOBAL CROSSING ESP       | 14920-096001   | 35        | 12/6/1999 | 75/864,385 | 9/25/2001 | 2,493,457 | REGISTERED |
|                           | Owner: Global Crossing Holdings Limited  |           |           |            |           |           |            |
|                           | 35: Business management reporting and billing services, namely, providing reports on telephone usage and billing rates for incoming and outgoing calls   |           |           |            |           |           |            |
| GLOBAL CROSSING EXPEDITER | 14920-095001   | 38        | 12/6/1999 | 75/864,387 | 9/25/2001 | 2,493,458 | REGISTERED |
|                           | Owner: Global Crossing Holdings Limited  |           |           |            |           |           |            |
|                           | 38: Bundled package of telecommunication services for the manufacturing business customer, namely, electronic store-and-forward messaging and electronic transmission of data and documents via computer terminals, electronic voice messaging, namely, the recording, storage and subsequent transmission of voice messages by telephone, and enhanced telecommunication services, namely, call processing and forwarding, electronic voice and fax messaging for receipt, storage and transmission, and paging services, all via one personal number |           |           |            |           |           |            |

| Mark  | Ref#         | Class(es) | Filed      | Appln #    | Reg Date  | Reg #     | Status     |
|---|--------------|-----------|------------|------------|-----------|-----------|------------|
| GLOBAL CROSSING EZ<br>PLAN  | 14920-094001 | 38        | 12/6/1999  | 75/864,382 | 9/25/2001 | 2,493,455 | REGISTERED |
| Owner: Global Crossing Holdings Limited   |              |           |            |            |           |           |            |
| 38: Telecommunications services, namely, long distance telephone services featuring a calling plan to save the customer money with competitive flat rates on domestic long distance calls, choice of international calling plan to fit business needs, and an easy-to-read invoice for all services |              |           |            |            |           |           |            |
| GLOBAL CROSSING FRAME<br>RELAY  | 14920-083001 | 38        | 12/6/1999  | 75/866,268 | 9/25/2001 | 2,493,462 | REGISTERED |
| Owner: Global Crossing Holdings Limited   |              |           |            |            |           |           |            |
| 38: Telecommunication services, namely, an integrated services digital network to support voice and data communications applications over a global computer network   |              |           |            |            |           |           |            |
| GLOBAL CROSSING<br>SERVICEPRO   | 14920-091001 | 38        | 12/6/1999  | 75/864,389 | 6/18/2002 | 2,583,084 | REGISTERED |
| Owner: Global Crossing Holdings Limited   |              |           |            |            |           |           |            |
| 38: Telecommunications services, namely, long distance, audio and videoconferencing, paging, and cellular services  |              |           |            |            |           |           |            |
| GLOBAL CROSSING<br>TRANSACTION  | 14920-108001 | 38        | 12/6/1999  | 75/864,391 | 1/22/2002 | 2,532,799 | REGISTERED |
| Owner: Global Crossing Holdings Limited   |              |           |            |            |           |           |            |
| 38: Telecommunications services for financial services, namely, advanced toll-free routing options, utilization of Interactive Voice Response, wireless, calling card, electronic mail, teleconferencing and broadcast facsimile services   |              |           |            |            |           |           |            |
| HOMESAVER   | 14920-090002 | 38        | 4/25/2006  | 78/868,836 |           |           | ALLOWED    |
| Owner: Global Crossing Holdings Limited   |              |           |            |            |           |           |            |
| 38: Local and long distance telephonic communication services   |              |           |            |            |           |           |            |
| INSTANTLINE 800   | 14920-117001 | 38        | 4/25/1988  | 73/724,107 | 2/7/1989  | 1,523,829 | REGISTERED |
| Owner: Global Crossing Telecommunications, Inc.   |              |           |            |            |           |           |            |
| 38: Long distance telephone communication services  |              |           |            |            |           |           |            |
| ISP ADVANTAGE   | 14920-089001 | 38        | 11/22/1999 | 75/856,075 | 7/31/2001 | 2,472,995 | REGISTERED |
| Owner: Global Crossing Holdings Limited   |              |           |            |            |           |           |            |
| 38: Telecommunications services, namely, connectivity services for data transfer on an global computer network  |              |           |            |            |           |           |            |

| Mark                    | Ref#  | Class(es) | Filed      | Appln #    | Reg Date  | Reg #     | Status     |
|-------------------------|---|-----------|------------|------------|-----------|-----------|------------|
| MID-ATLANTIC CROSSING   | 14920-049001  | 38        | 4/2/1998   | 75/461,405 | 5/7/2002  | 2,567,719 | REGISTERED |
|                         | Owner: Global Crossing Holdings Limited   |           |            |            |           |           |            |
|                         | 38: Providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network |           |            |            |           |           |            |
| MULTIPOINT              | 14920-082001  | 38        | 4/5/1992   | 74/272,097 | 10/5/1993 | 1,797,303 | REGISTERED |
|                         | Owner: Global Crossing Holdings Limited   |           |            |            |           |           |            |
|                         | 38: Telecommunications services   |           |            |            |           |           |            |
| NORTH AMERICAN CROSSING | 14920-051001  | 38        | 12/6/1999  | 75/864,395 | 9/25/2001 | 2,493,459 | REGISTERED |
|                         | Owner: Global Crossing Holdings Limited   |           |            |            |           |           |            |
|                         | 38: Providing telecommunications connections to a global computer network   |           |            |            |           |           |            |
| ONE PLANET ONE NETWORK  | 14920-038001  | 38        | 10/8/1999  | 75/818,144 | 4/3/2001  | 2,441,633 | REGISTERED |
|                         | Owner: Global Crossing Holdings Limited   |           |            |            |           |           |            |
|                         | 38: Providing communications and transfer of data, voice, video and other information via a fiber optic-based network             |           |            |            |           |           |            |
| OUTLOOK                 | 14920-087002  | 38        | 2/23/2005  | 78/572,918 |           |           | ALLOWED    |
|                         | Owner: Global Crossing Holdings Limited   |           |            |            |           |           |            |
|                         | 38: Local and long distance telephonic communications services  |           |            |            |           |           |            |
| PAC                     | 14920-120001  | 38        | 5/20/2004  | 78/422,065 |           |           | ALLOWED    |
|                         | Owner: Global Crossing Holdings Limited   |           |            |            |           |           |            |
|                         | 38: Providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network |           |            |            |           |           |            |
| POSTVIEW                | 14920-076001  | 38        | 10/25/1991 | 74/215,662 | 4/20/1993 | 1,766,936 | REGISTERED |
|                         | Owner: Global Crossing Telecommunications, Inc  |           |            |            |           |           |            |
|                         | 38: Interactive voice messaging services for conference calls   |           |            |            |           |           |            |
| READY-ACCESS            | 14920-077001  | 38        | 5/20/1997  | 75/295,043 | 6/23/1998 | 2,167,501 | REGISTERED |
|                         | Owner: Global Crossing Holdings Limited   |           |            |            |           |           |            |
|                         | 38: Telecommunication services, namely, teleconferencing services   |           |            |            |           |           |            |

| Mark                    | Ref#  | Class(es) | Filed      | Appln #    | Reg Date  | Reg #     | Status     |
|-------------------------|---|-----------|------------|------------|-----------|-----------|------------|
| SAC                     | 14920-119001  | 38        | 5/20/2004  | 78/422,060 |           |           | ALLOWED    |
|                         | Owner: Global Crossing Holdings Limited   |           |            |            |           |           |            |
|                         | 38: Providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network   |           |            |            |           |           |            |
| SMARTROUTE IP VPN       | 14920-002001  | 38        | 10/22/2001 | 76/328,005 | 3/13/2007 | 3,218,358 | REGISTERED |
|                         | Owner: Global Crossing Holdings Limited   |           |            |            |           |           |            |
|                         | 38: Providing communications connections and transfer of data, video and other information via a fiber optic-based network.   |           |            |            |           |           |            |
| SOUTH AMERICAN CROSSING | 14920-065001  | 38        | 4/2/1998   | 75/461,411 | 1/22/2002 | 2,532,409 | REGISTERED |
|                         | Owner: Global Crossing Holdings Limited   |           |            |            |           |           |            |
|                         | 38: Providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network   |           |            |            |           |           |            |
| TARGETLINE              | 14920-088002  | 38        | 4/21/2005  | 78/613,882 |           |           | SUSPENDED  |
|                         | Owner: Global Crossing Holdings Limited   |           |            |            |           |           |            |
|                         | 38: Telecommunications services   |           |            |            |           |           |            |
| UCOMMAND and Design     | 14920-084001  | 36        | 2/22/1999  | 75/644,467 | 9/4/2001  | 2,484,230 | REGISTERED |
|                         | Owner: Global Crossing Holdings Limited   |           |            |            |           |           |            |
|                         | 36: Telecommunications and online services customer account information; telecommunications and online services customer account payment services, consulting telecommunications and online services customers about accounts and account information via a global computer network |           |            |            |           |           |            |
| ULTIMATE 800            | 14920-092002  | 38        | 1/5/2007   | 77/076,561 |           |           | PENDING    |
|                         | Owner: Global Crossing Holdings Limited   |           |            |            |           |           |            |
|                         | 38: Long distance telephone communication services  |           |            |            |           |           |            |
| UNIVERSAL REACH         | 14920-104002  | 9, 16, 36 | 6/30/2005  | 78/661,526 |           |           | ALLOWED    |
|                         | Owner: Global Crossing Advanced Card Services, Inc.   |           |            |            |           |           |            |
|                         | 9: Magnetically coded pre-paid telephone calling cards for international long distance communications   |           |            |            |           |           |            |
|                         | 16: Pre-paid international long distance telephone calling cards without magnetic coding  |           |            |            |           |           |            |
|                         | 36: International long distance telephone calling card and pre-paid calling card services   |           |            |            |           |           |            |

VENEZUELA

| Mark                     | Ref#   | Class(es) | Filed     | Appln #    | Reg Date  | Reg #   | Status     |
|--------------------------|--|-----------|-----------|------------|-----------|---------|------------|
| GLOBAL CROSSING          | 14920-035VE1   | 38        | 8/31/1998 | 16237-098  |           |         | PENDING    |
|                          | Owner: Global Crossing Holdings Ltd.   |           |           |            |           |         |            |
|                          | 38: Telecommunication services, namely, investing in, planning developing, constructing, operating, providing and selling telecommunication services |           |           |            |           |         |            |
| GLOBAL CROSSING & DESIGN | 14920-036VE1   | 38        | 8/31/1998 | 16238-1998 |           |         | PENDING    |
|                          | Owner: Global Crossing Holdings Ltd.   |           |           |            |           |         |            |
|                          | 38: Telecommunications services  |           |           |            |           |         |            |
| SAC-1                    | 14920-062VE1   | 38        | 8/31/1998 | 16240-98   | 6/2/2000  | S012795 | REGISTERED |
|                          | Owner: Global Crossing Holdings Ltd.   |           |           |            |           |         |            |
|                          | 38: Telecommunications services  |           |           |            |           |         |            |
| SOUTH AMERICAN CROSSING  | 14920-065VE1   | 38        | 8/31/1998 | 16241-98   | 6/2/2000  | S012796 | REGISTERED |
|                          | Owner: Global Crossing Holdings Ltd.   |           |           |            |           |         |            |
|                          | 38: Telecommunications services  |           |           |            |           |         |            |
| <b>VIETNAM</b>           |  |           |           |            |           |         |            |
| AGC & DESIGN             | 14920-016VN1   | 38        | 5/15/2000 | 46386      | 6/20/2003 | 49894   | REGISTERED |
|                          | Owner: Global Crossing Holdings Limited  |           |           |            |           |         |            |
|                          | 38: Telecommunications services  |           |           |            |           |         |            |
| ASIA GLOBAL CROSSING     | 14920-009VN1   | 38        | 1/31/2000 | 44813      | 5/16/2001 | 37214   | REGISTERED |
|                          | Owner: Global Crossing Holdings Limited  |           |           |            |           |         |            |
|                          | 38: Telecommunications services  |           |           |            |           |         |            |
| GLOBAL CROSSING          | 14920-035VN1   | 38        | 1/31/2000 | 44812      | 5/16/2001 | 37213   | REGISTERED |
|                          | Owner: Global Crossing Holdings Limited  |           |           |            |           |         |            |
|                          | 38: Telecommunication services   |           |           |            |           |         |            |
|                          | Telecommunications services.   |           |           |            |           |         |            |
|                          | Telecommunications services.   |           |           |            |           |         |            |



SCHEDULE 4.8  
to Pledge and Security Agreement

COMMERCIAL TORT CLAIMS

None.

EXHIBIT A  
to Pledge and Security Agreement

PLEDGE SUPPLEMENT

This PLEDGE SUPPLEMENT, dated [mm/dd/yy], is delivered by [NAME OF GRANTOR] a [NAME OF STATE OF INCORPORATION] [Corporation] (the “**Grantor**”) pursuant to the Pledge and Security Agreement, dated as of [mm/dd/yy] (as it may be from time to time amended, restated, modified or supplemented, the “**Security Agreement**”), among Global Crossing Limited, the other Grantors named therein, and Goldman Sachs Credit Partners L.P., as the Collateral Agent. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement.

Grantor hereby confirms the grant to the Collateral Agent set forth in the Security Agreement of, and does hereby grant to the Collateral Agent, a security interest in all of Grantor’s right, title and interest in and to all Collateral to secure the Secured Obligations, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located. Grantor represents and warrants that the attached Supplements to Schedules accurately and completely set forth all additional information required pursuant to the Security Agreement and hereby agrees that such Supplements to Schedules shall constitute part of the Schedules to the Security Agreement.

IN WITNESS WHEREOF, Grantor has caused this Pledge Supplement to be duly executed and delivered by its duly authorized officer as of [mm/dd/yy].

[NAME OF GRANTOR]

By: \_\_\_\_\_  
Name:  
Title:

UNCERTIFICATED SECURITIES CONTROL AGREEMENT

This Uncertificated Securities Control Agreement dated as of \_\_\_\_\_, 200\_\_ among \_\_\_\_\_ (the “**Pledgor**”), GOLDMAN SACHS CREDIT PARTNERS L.P., as collateral agent for the Secured Parties, (the “**Collateral Agent**”) and \_\_\_\_\_, a \_\_\_\_\_ corporation (the “**Issuer**”). Capitalized terms used but not defined herein shall have the meaning assigned in the Pledge and Security Agreement dated [as of the date hereof], among the Pledgor, the other Grantors party thereto and the Collateral Agent (the “**Security Agreement**”). All references herein to the “**UCC**” shall mean the Uniform Commercial Code as in effect in the State of New York.

Section 1. Registered Ownership of Shares. The Issuer hereby confirms and agrees that as of the date hereof the Pledgor is the registered owner of \_\_\_\_\_ shares of the Issuer’s [common] stock (the “Pledged Shares”) and the Issuer shall not change the registered owner of the Pledged Shares without the prior written consent of the Collateral Agent.

Section 2. Instructions. If at any time the Issuer shall receive instructions originated by the Collateral Agent relating to the Pledged Shares, the Issuer shall comply with such instructions without further consent by the Pledgor or any other person.

Section 3. Additional Representations and Warranties of the Issuer. The Issuer hereby represents and warrants to the Collateral Agent:

(a) It has not entered into, and until the termination of this agreement will not enter into, any agreement with any other person relating the Pledged Shares pursuant to which it has agreed to comply with instructions issued by such other person; and

(b) It has not entered into, and until the termination of this agreement will not enter into, any agreement with the Pledgor or the Collateral Agent purporting to limit or condition the obligation of the Issuer to comply with Instructions as set forth in Section 2 hereof.

(c) Except for the claims and interest of the Collateral Agent and of the Pledgor in the Pledged Shares, the Issuer does not know of any claim to, or interest in, the Pledged Shares. If any person asserts any lien, encumbrance or adverse claim (including any writ, garnishment, judgment, warrant of attachment, execution or similar process) against the Pledged Shares, the Issuer will promptly notify the Collateral Agent and the Pledgor thereof.

(d) This Uncertificated Securities Control Agreement is the valid and legally binding obligation of the Issuer.

Section 4. Choice of Law. This Agreement shall be governed by the laws of the State of [New York].

Section 5. Conflict with Other Agreements. In the event of any conflict between this Agreement (or any portion thereof) and any other agreement now existing or hereafter entered into, the terms of this Agreement shall prevail. No amendment or modification of this Agreement or waiver of any right hereunder shall be binding on any party hereto unless it is in writing and is signed by all of the parties hereto.

Section 6. Voting Rights. Until such time as the Collateral Agent shall otherwise instruct the Issuer in writing, the Pledgor shall have the right to vote the Pledged Shares.

Section 7. Successors; Assignment. The terms of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective corporate successors or heirs and personal representatives who obtain such rights solely by operation of law. The Collateral Agent may assign its rights hereunder only with the express written consent of the Issuer and by sending written notice of such assignment to the Pledgor.

Section 8. Indemnification of Issuer. The Pledgor and the Collateral Agent hereby agree that (a) the Issuer is released from any and all liabilities to the Pledgor and the Collateral Agent arising from the terms of this Agreement and the compliance of the Issuer with the terms hereof, except to the extent that such liabilities arise from the Issuer's negligence and (b) the Pledgor, its successors and assigns shall at all times indemnify and save harmless the Issuer from and against any and all claims, actions and suits of others arising out of the terms of this Agreement or the compliance of the Issuer with the terms hereof, except to the extent that such arises from the Issuer's negligence, and from and against any and all liabilities, losses, damages, costs, charges, counsel fees and other expenses of every nature and character arising by reason of the same, until the termination of this Agreement.

Section 9. Notices. Any notice, request or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been properly given when delivered in person, or when sent by telecopy or other electronic means and electronic confirmation of error free receipt is received or two (2) days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth below.

Pledgor: [INSERT ADDRESS]  
Attention:  
Telecopier:

Collateral Agent: [INSERT ADDRESS]  
Attention:  
Telecopier:

Issuer: [INSERT ADDRESS]  
Attention:  
Telecopier:

Any party may change its address for notices in the manner set forth above.

Section 10. Termination. The obligations of the Issuer to the Collateral Agent pursuant to this Control Agreement shall continue in effect until the security interests of the Collateral Agent in the Pledged Shares have been terminated pursuant to the terms of the Security Agreement and the Collateral Agent has notified the Issuer of such termination in writing. The Collateral Agent agrees to provide Notice of Termination in substantially the form of Exhibit A hereto to the Issuer upon the request of the Pledgor on or after the termination of the Collateral Agent's security interest in the Pledged Shares pursuant to the terms of the Security Agreement. The termination of this Control Agreement shall not terminate the Pledged Shares or alter the obligations of the Issuer to the Pledgor pursuant to any other agreement with respect to the Pledged Shares.

Section 11. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

[NAME OF PLEDGOR]

By: \_\_\_\_\_

Name:

Title:

GOLDMAN SACHS CREDIT PARTNERS  
L.P.,  
as Collateral Agent

By: \_\_\_\_\_

Name:

Title:

[NAME OF ISSUER]

By: \_\_\_\_\_

Name:

Title:

[Letterhead of Collateral Agent]

[Date]

[Name and Address of Issuer]

Attention: \_\_\_\_\_

Re: Termination of Control Agreement

You are hereby notified that the Uncertificated Securities Control Agreement between you, [the Pledgor] and the undersigned (a copy of which is attached) is terminated and you have no further obligations to the undersigned pursuant to such Agreement. Notwithstanding any previous instructions to you, you are hereby instructed to accept all future directions with respect to Pledged Shares (as defined in the Uncertificated Control Agreement) from [the Pledgor]. This notice terminates any obligations you may have to the undersigned with respect to the Pledged Shares, however nothing contained in this notice shall alter any obligations which you may otherwise owe to [the Pledgor] pursuant to any other agreement.

You are instructed to deliver a copy of this notice by facsimile transmission to [insert name of Pledgor].

Very truly yours,

GOLDMAN SACHS CREDIT PARTNERS  
L.P.,  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

SECURITIES ACCOUNT CONTROL AGREEMENT

This Securities Account Control Agreement dated as of \_\_\_\_\_, 200\_\_ (this “**Agreement**”) among \_\_\_\_\_ (the “**Debtor**”), Goldman Sachs Credit Partners L.P., as collateral agent for the Secured Parties (the “**Collateral Agent**”) and \_\_\_\_\_, in its capacity as a “securities intermediary” as defined in Section 8-102 of the UCC (in such capacity, the “**Securities Intermediary**”). Capitalized terms used but not defined herein shall have the meaning assigned thereto in the Pledge and Security Agreement, dated [as of the date hereof], among the Debtor, the other Grantors party thereto and the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”). All references herein to the “**UCC**” shall mean the Uniform Commercial Code as in effect in the State of New York.

Section 1. Establishment of Securities Account. The Securities Intermediary hereby confirms and agrees that:

(a) The Securities Intermediary has established account number [IDENTIFY ACCOUNT NUMBER] in the name “[IDENTIFY EXACT TITLE OF ACCOUNT]” (such account and any successor account, the “**Securities Account**”) and the Securities Intermediary shall not change the name or account number of the Securities Account without the prior written consent of the Collateral Agent;

(b) All securities or other property underlying any financial assets credited to the Securities Account shall be registered in the name of the Securities Intermediary, indorsed to the Securities Intermediary or in blank or credited to another securities account maintained in the name of the Securities Intermediary and in no case will any financial asset credited to the Securities Account be registered in the name of the Debtor, payable to the order of the Debtor or specially indorsed to the Debtor except to the extent the foregoing have been specially indorsed to the Securities Intermediary or in blank;

(c) All property delivered to the Securities Intermediary pursuant to the Security Agreement will be promptly credited to the Securities Account; and

(d) The Securities Account is a “securities account” within the meaning of Section 8-501 of the UCC.

Section 2. “Financial Assets” Election. The Securities Intermediary hereby agrees that each item of property (including, without limitation, any investment property, financial asset, security, instrument, general intangible or cash) credited to the Securities Account shall be treated as a “financial asset” within the meaning of Section 8-102(a)(9) of the UCC.

Section 3. Control of the Securities Account. If at any time the Securities Intermediary shall receive any order from the Collateral Agent directing transfer or redemption of any financial asset relating to the Securities Account, the Securities Intermediary shall comply with such entitlement order without further consent by the Debtor or any other person. If the Debtor is otherwise entitled to issue entitlement orders and such orders conflict with any entitlement order issued by the Collateral Agent, the Securities Intermediary shall follow the orders issued by the Collateral Agent.

Section 4. Subordination of Lien; Waiver of Set-Off. In the event that the Securities Intermediary has or subsequently obtains by agreement, by operation of law or otherwise a security interest in the Securities Account or any security entitlement credited thereto, the Securities Intermediary hereby agrees that such security interest shall be subordinate to the security interest of the Collateral Agent. The financial assets and other items deposited to the Securities Account will not be subject to deduction, set-off, banker's lien, or any other right in favor of any person other than the Collateral Agent (except that the Securities Intermediary may set off (i) all amounts due to the Securities Intermediary in respect of customary fees and expenses for the routine maintenance and operation of the Securities Account and (ii) the face amount of any checks which have been credited to such Securities Account but are subsequently returned unpaid because of uncollected or insufficient funds).

Section 5. Choice of Law. This Agreement and the Securities Account shall each be governed by the laws of the State of [New York]. Regardless of any provision in any other agreement, for purposes of the UCC, [New York] shall be deemed to be the Securities Intermediary's jurisdiction (within the meaning of Section 8-110 of the UCC) and the Securities Account (as well as the securities entitlements related thereto) shall be governed by the laws of the State of [New York].

Section 6. Conflict with Other Agreements.

(a) In the event of any conflict between this Agreement (or any portion thereof) and any other agreement now existing or hereafter entered into, the terms of this Agreement shall prevail;

(b) No amendment or modification of this Agreement or waiver of any right hereunder shall be binding on any party hereto unless it is in writing and is signed by all of the parties hereto;

(c) The Securities Intermediary hereby confirms and agrees that:

(i) There are no other control agreements entered into between the Securities Intermediary and the Debtor with respect to the Securities Account;

(ii) It has not entered into, and until the termination of this Agreement, will not enter into, any agreement with any other person relating to the Securities Account and/or any financial assets credited thereto pursuant to which it has agreed to comply



with entitlement orders (as defined in Section 8-102(a)(8) of the UCC) of such other person; and

(iii) It has not entered into, and until the termination of this Agreement, will not enter into, any agreement with the Debtor or the Collateral Agent purporting to limit or condition the obligation of the Securities Intermediary to comply with entitlement orders as set forth in Section 3 hereof.

Section 7. Adverse Claims. Except for the claims and interest of the Collateral Agent and of the Debtor in the Securities Account, the Securities Intermediary does not know of any claim to, or interest in, the Securities Account or in any “financial asset” (as defined in Section 8-102(a) of the UCC) credited thereto. If any person asserts any lien, encumbrance or adverse claim (including any writ, garnishment, judgment, warrant of attachment, execution or similar process) against the Securities Account or in any financial asset carried therein, the Securities Intermediary will promptly notify the Collateral Agent and the Debtor thereof.

Section 8. Maintenance of Securities Account. In addition to, and not in lieu of, the obligation of the Securities Intermediary to honor entitlement orders as agreed in Section 3 hereof, the Securities Intermediary agrees to maintain the Securities Account as follows:

(a) Notice of Sole Control. If at any time the Collateral Agent delivers to the Securities Intermediary a Notice of Sole Control in substantially the form set forth in Exhibit A hereto, the Securities Intermediary agrees that after receipt of such notice, it will take all instruction with respect to the Securities Account solely from the Collateral Agent.

(b) Voting Rights. Until such time as the Securities Intermediary receives a Notice of Sole Control pursuant to subsection (a) of this Section 8, the Debtor shall direct the Securities Intermediary with respect to the voting of any financial assets credited to the Securities Account.

(c) Permitted Investments. Until such time as the Securities Intermediary receives a Notice of Sole Control signed by the Collateral Agent, the Debtor shall direct the Securities Intermediary with respect to the selection of investments to be made for the Securities Account; provided, however, that the Securities Intermediary shall not honor any instruction to purchase any investments other than investments of a type described on Exhibit B hereto.

(d) Statements and Confirmations. The Securities Intermediary will promptly send copies of all statements, confirmations and other correspondence concerning the Securities Account and/or any financial assets credited thereto simultaneously to each of the Debtor and the Collateral Agent at the address for each set forth in Section 12 of this Agreement.

(e) Tax Reporting. All items of income, gain, expense and loss recognized in the Securities Account shall be reported to the Internal Revenue Service and all state and local taxing authorities under the name and taxpayer identification number of the Debtor.

Section 9. Representations, Warranties and Covenants of the Securities Intermediary. The Securities Intermediary hereby makes the following representations, warranties and covenants:

(a) The Securities Account has been established as set forth in Section 1 above and such Securities Account will be maintained in the manner set forth herein until termination of this Agreement; and

(b) This Agreement is the valid and legally binding obligation of the Securities Intermediary.

Section 10. Indemnification of Securities Intermediary. The Debtor and the Collateral Agent hereby agree that (a) the Securities Intermediary is released from any and all liabilities to the Debtor and the Collateral Agent arising from the terms of this Agreement and the compliance of the Securities Intermediary with the terms hereof, except to the extent that such liabilities arise from the Securities Intermediary's negligence and (b) the Debtor, its successors and assigns shall at all times indemnify and save harmless the Securities Intermediary from and against any and all claims, actions and suits of others arising out of the terms of this Agreement or the compliance of the Securities Intermediary with the terms hereof, except to the extent that such arises from the Securities Intermediary's negligence, and from and against any and all liabilities, losses, damages, costs, charges, counsel fees and other expenses of every nature and character arising by reason of the same, until the termination of this Agreement.

Section 11. Successors; Assignment. The terms of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective corporate successors or heirs and personal representatives who obtain such rights solely by operation of law. The Collateral Agent may assign its rights hereunder only with the express written consent of the Securities Intermediary and by sending written notice of such assignment to the Debtor.

Section 12. Notices. Any notice, request or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been properly given when delivered in person, or when sent by telecopy or other electronic means and electronic confirmation of error free receipt is received or two (2) days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth below.

Debtor: [INSERT ADDRESS]  
Attention:  
Telecopier:

Collateral Agent: [INSERT ADDRESS]  
Attention:  
Telecopier:

Securities Intermediary: [INSERT ADDRESS]  
Attention:  
Telecopier:

Any party may change its address for notices in the manner set forth above.

Section 13. Termination. The obligations of the Securities Intermediary to the Collateral Agent pursuant to this Agreement shall continue in effect until the security interest of the Collateral Agent in the Securities Account has been terminated pursuant to the terms of the Security Agreement and the Collateral Agent has notified the Securities Intermediary of such termination in writing. The Collateral Agent agrees to provide Notice of Termination in substantially the form of Exhibit C hereto to the Securities Intermediary upon the request of the Debtor on or after the termination of the Collateral Agent's security interest in the Securities Account pursuant to the terms of the Security Agreement. The termination of this Agreement shall not terminate the Securities Account or alter the obligations of the Securities Intermediary to the Debtor pursuant to any other agreement with respect to the Securities Account.

Section 14. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Securities Account Control Agreement to be executed as of the date first above written by their respective officers thereunto duly authorized.

[DEBTOR]

By: \_\_\_\_\_

Name:

Title:

GOLDMAN SACHS CREDIT PARTNERS

L.P.,

as Collateral Agent

By: \_\_\_\_\_

Name:

Title:

[NAME OF SECURITIES INTERMEDIARY],  
as Securities Intermediary

By: \_\_\_\_\_

Name:

Title:

EXHIBIT A  
to Securities Account Control Agreement

[Letterhead of Collateral Agent]

[Date]

[Name and Address of Securities Intermediary]

Attention:

Re: Notice of Sole Control

Ladies and Gentlemen:

As referenced in the Securities Account Control Agreement dated as of \_\_\_\_\_, 200\_\_ among [NAME OF THE DEBTOR], you and the undersigned (a copy of which is attached), we hereby give you notice of our sole control over securities account number \_\_\_\_\_ (the “**Securities Account**”) and all financial assets credited thereto. You are hereby instructed not to accept any direction, instructions or entitlement orders with respect to the Securities Account or the financial assets credited thereto from any person other than the undersigned, unless otherwise ordered by a court of competent jurisdiction.

You are instructed to deliver a copy of this notice by facsimile transmission to [NAME OF THE DEBTOR].

Very truly yours,

GOLDMAN SACHS CREDIT PARTNERS  
L.P.,  
as Collateral Agent

By: \_\_\_\_\_

Name:

Title:

cc: [NAME OF THE DEBTOR]

EXHIBIT B  
to Securities Account Control Agreement

Permitted Investments

[TO COME]

EXHIBIT C  
to Securities Account Control Agreement

[Letterhead of the Collateral Agent]

[Date]

[Name and Address of Securities Intermediary]

Attention:

Re: Termination of Securities Account Control Agreement

You are hereby notified that the Securities Account Control Agreement dated as of \_\_\_\_\_, 200\_\_ among you, [NAME OF THE DEBTOR] and the undersigned (a copy of which is attached) is terminated and you have no further obligations to the undersigned pursuant to such Agreement. Notwithstanding any previous instructions to you, you are hereby instructed to accept all future directions with respect to account number(s) \_\_\_\_\_ from [NAME OF THE DEBTOR]. This notice terminates any obligations you may have to the undersigned with respect to such account, however nothing contained in this notice shall alter any obligations which you may otherwise owe to [NAME OF THE DEBTOR] pursuant to any other agreement.

You are instructed to deliver a copy of this notice by facsimile transmission to [NAME OF THE DEBTOR].

Very truly yours,

GOLDMAN SACHS CREDIT PARTNERS  
L.P., as Collateral Agent

By: \_\_\_\_\_

Name:

Title:

DEPOSIT ACCOUNT CONTROL AGREEMENT

This Deposit Account Control Agreement dated as of \_\_\_\_\_, 2001 (this “**Agreement**”) among \_\_\_\_\_ (the “**Debtor**”), Goldman Sachs Credit Partners L.P., as collateral agent for the Secured Parties (the “**Collateral Agent**”) and \_\_\_\_\_, in its capacity as a “bank” as defined in Section 9-102 of the UCC (in such capacity, the “**Financial Institution**”). Capitalized terms used but not defined herein shall have the meaning assigned thereto in the Pledge and Security Agreement, dated [as of the date hereof], between the Debtor, the other Grantors party thereto and the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”). All references herein to the “**UCC**” shall mean the Uniform Commercial Code as in effect in the State of [New York].

Section 1. Establishment of Deposit Account. The Financial Institution hereby confirms and agrees that:

(a) The Financial Institution has established account number [IDENTIFY ACCOUNT NUMBER] in the name “[IDENTIFY EXACT TITLE OF ACCOUNT]” (such account and any successor account, the “**Deposit Account**”) and the Financial Institution shall not change the name or account number of the Deposit Account without the prior written consent of the Collateral Agent and, prior to delivery of a Notice of Sole Control in substantially the form set forth in Exhibit A hereto, the Debtor; and

(b) The Deposit Account is a “deposit account” within the meaning of Section 9-102(a)(29) of the UCC.

Section 2. Control of the Deposit Account. If at any time the Financial Institution shall receive any instructions originated by the Collateral Agent directing the disposition of funds in the Deposit Account, the Financial Institution shall comply with such instructions without further consent by the Debtor or any other person. The Financial Institution hereby acknowledges that it has received notice of the security interest of the Collateral Agent in the Deposit Account and hereby acknowledges and consents to such lien. If the Debtor is otherwise entitled to issue instructions and such instructions conflict with any instructions issued the Collateral Agent, the Financial Institution shall follow the instructions issued by the Collateral Agent.

Section 3. Subordination of Lien; Waiver of Set-Off. In the event that the Financial Institution has or subsequently obtains by agreement, by operation of law or otherwise a security interest in the Deposit Account or any funds credited thereto, the Financial Institution hereby agrees that such security interest shall be subordinate to the security interest of the Collateral Agent. Money and other items credited to the Deposit Account will not be subject to deduction, set-off, banker’s lien, or any other right in favor of any person other than the Collateral Agent (except that the Financial Institution may set off (i) all amounts due to the Financial Institution in respect of customary fees and expenses for the routine maintenance and



operation of the Deposit Account and (ii) the face amount of any checks which have been credited to such Deposit Account but are subsequently returned unpaid because of uncollected or insufficient funds).

Section 4. Choice of Law. This Agreement and the Deposit Account shall each be governed by the laws of the State of [New York]. Regardless of any provision in any other agreement, for purposes of the UCC, [New York] shall be deemed to be the Financial Institution's jurisdiction (within the meaning of Section 9-304 of the UCC) and the Deposit Account shall be governed by the laws of the State of [New York].

Section 5. Conflict with Other Agreements.

(a) In the event of any conflict between this Agreement (or any portion thereof) and any other agreement now existing or hereafter entered into, the terms of this Agreement shall prevail;

(b) No amendment or modification of this Agreement or waiver of any right hereunder shall be binding on any party hereto unless it is in writing and is signed by all of the parties hereto; and

(c) The Financial Institution hereby confirms and agrees that:

(i) There are no other agreements entered into between the Financial Institution and the Debtor with respect to the Deposit Account [other than \_\_\_\_\_]; and

(ii) It has not entered into, and until the termination of this Agreement, will not enter into, any agreement with any other person relating the Deposit Account and/or any funds credited thereto pursuant to which it has agreed to comply with instructions originated by such persons as contemplated by Section 9-104 of the UCC.

Section 6. Adverse Claims. The Financial Institution does not know of any liens, claims or encumbrances relating to the Deposit Account. If any person asserts any lien, encumbrance or adverse claim (including any writ, garnishment, judgment, warrant of attachment, execution or similar process) against the Deposit Account, the Financial Institution will promptly notify the Collateral Agent and the Debtor thereof.

Section 7. Maintenance of Deposit Account. In addition to, and not in lieu of, the obligation of the Financial Institution to honor instructions as set forth in Section 2 hereof, the Financial Institution agrees to maintain the Deposit Account as follows:

(a) Notice of Sole Control. If at any time the Collateral Agent delivers to the Financial Institution a Notice of Sole Control in substantially the form set forth in Exhibit A hereto, the Financial Institution agrees that after receipt of such notice, it will take all instruction with respect to the Deposit Account solely from the Collateral Agent.

(b) Statements and Confirmations. The Financial Institution will promptly send copies of all statements, confirmations and other correspondence concerning the Deposit Account simultaneously to each of the Debtor and the Collateral Agent at the address for each set forth in Section 11 of this Agreement; and

(c) Tax Reporting. All interest, if any, relating to the Deposit Account, shall be reported to the Internal Revenue Service and all state and local taxing authorities under the name and taxpayer identification number of the Debtor.

Section 8. Representations, Warranties and Covenants of the Financial Institution. The Financial Institution hereby makes the following representations, warranties and covenants:

(a) The Deposit Account has been established as set forth in Section 1 and such Deposit Account will be maintained in the manner set forth herein until termination of this Agreement; and

(b) This Agreement is the valid and legally binding obligation of the Financial Institution.

Section 9. Indemnification of Financial Institution. The Debtor and the Collateral Agent hereby agree that (a) the Financial Institution is released from any and all liabilities to the Debtor and the Collateral Agent arising from the terms of this Agreement and the compliance of the Financial Institution with the terms hereof, except to the extent that such liabilities arise from the Financial Institution's negligence and (b) the Debtor, its successors and assigns shall at all times indemnify and save harmless the Financial Institution from and against any and all claims, actions and suits of others arising out of the terms of this Agreement or the compliance of the Financial Institution with the terms hereof, except to the extent that such arises from the Financial Institution's negligence, and from and against any and all liabilities, losses, damages, costs, charges, counsel fees and other expenses of every nature and character arising by reason of the same, until the termination of this Agreement.

Section 10. Successors; Assignment. The terms of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective corporate successors or heirs and personal representatives who obtain such rights solely by operation of law. The Collateral Agent may assign its rights hereunder only with the express written consent of the Financial Institution and by sending written notice of such assignment to the Debtor.

Section 11. Notices. Any notice, request or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been properly given when delivered in person, or when sent by telecopy or other electronic means and electronic confirmation of error free receipt is received or two (2) days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth below.

Debtor: [INSERT ADDRESS]  
Attention:  
Telecopier:

Collateral Agent: [INSERT ADDRESS]  
Attention:  
Telecopier:

Financial Institution: [INSERT ADDRESS]  
Attention:  
Telecopier:

Any party may change its address for notices in the manner set forth above.

Section 12. Termination. The obligations of the Financial Institution to the Collateral Agent pursuant to this Agreement shall continue in effect until the security interest of the Collateral Agent in the Deposit Account has been terminated pursuant to the terms of the Security Agreement and the Collateral Agent has notified the Financial Institution of such termination in writing. The Collateral Agent agrees to provide Notice of Termination in substantially the form of Exhibit A hereto to the Financial Institution upon the request of the Debtor on or after the termination of the Collateral Agent's security interest in the Deposit Account pursuant to the terms of the Security Agreement. The termination of this Agreement shall not terminate the Deposit Account or alter the obligations of the Financial Institution to the Debtor pursuant to any other agreement with respect to the Deposit Account.

Section 13. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Deposit Account Control Agreement to be executed as of the date first above written by their respective officers thereunto duly authorized.

[DEBTOR]

By: \_\_\_\_\_

Name:

Title:

GOLDMAN SACHS CREDIT PARTNERS  
L.P.,  
as Collateral Agent

By: \_\_\_\_\_

Name:

Title:

[NAME OF FINANCIAL INSTITUTION],  
as Financial Institution

By: \_\_\_\_\_

Name:

Title:

EXHIBIT A  
to Deposit Account Control Agreement

[Letterhead of Collateral Agent]

[Date]

[Name and Address of Financial Institution]

Attention:

Re: Notice of Sole Control

Ladies and Gentlemen:

As referenced in the Deposit Account Control Agreement dated as of \_\_\_\_\_, 200\_\_ among [NAME OF THE DEBTOR], you and the undersigned (a copy of which is attached), we hereby give you notice of our sole control over deposit account number \_\_\_\_\_ (the “**Deposit Account**”) and all financial assets credited thereto. You are hereby instructed not to accept any direction, instructions or entitlement orders with respect to the Deposit Account or the financial assets credited thereto from any person other than the undersigned, unless otherwise ordered by a court of competent jurisdiction.

You are instructed to deliver a copy of this notice by facsimile transmission to [NAME OF THE DEBTOR].

Very truly yours,

GOLDMAN SACHS CREDIT PARTNERS  
L.P., as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

cc: [NAME OF THE DEBTOR]

EXHIBIT B  
to Deposit Account Control Agreement

[Letterhead of the Collateral Agent]

[Date]

[Name and Address of Financial Institution]

Attention:

Re: Termination of Deposit Account Control Agreement

You are hereby notified that the Deposit Account Control Agreement dated as of \_\_\_\_\_, 200[\_] among [NAME OF THE DEBTOR], you and the undersigned (a copy of which is attached) is terminated and you have no further obligations to the undersigned pursuant to such Agreement. Notwithstanding any previous instructions to you, you are hereby instructed to accept all future directions with respect to account number(s) \_\_\_\_\_ from [NAME OF THE DEBTOR]. This notice terminates any obligations you may have to the undersigned with respect to such account, however nothing contained in this notice shall alter any obligations which you may otherwise owe to [NAME OF THE DEBTOR] pursuant to any other agreement.

You are instructed to deliver a copy of this notice by facsimile transmission to [NAME OF THE DEBTOR].

Very truly yours,

GOLDMAN SACHS CREDIT PARTNERS  
L.P.,  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title: