

Form PTO-1594  
(Rev. 6-93)

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05-28-1998



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

ILY

OMB No. 0651-0011 (exp. 4/94)

100721031

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Telehub Communications Corporation

- Individuals
- General Partnership
- Corporation-Nevada
- Other
- Association
- Limited Partnership

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

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

Name: Comdisco, Inc.

Internal Address: \_\_\_\_\_

Street Address: 6111 N. River Rd

City: Rosemont State: Illinois Zip: 60018

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from Assignment)  
Additional name(s) & address(es) attached:  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: May 5, 1998

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

A. Trademark Application No.(s) 75/311,032

B. Trademark Registration No.(s)

Additional numbers attached? Yes  No

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

Name: Elizabeth S. Perdue

Internal Address: \_\_\_\_\_

Street Address: McBride Baker & Coles

500 W. Madison St. 40th Floor

City: Chicago State: IL ZIP: 60661-2511

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)..... \$40.00 E

- Enclosed
- Authorized to be charged to deposit account for insufficient funds

8. Deposit account number:

13-0045

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Elizabeth S. Perdue  
Name of Person Signing

Signature

May 21, 1998  
Date

01/27/1998 SSMITH 00000063 75311032

Total number of pages including cover sheet, attachments, and document: 7

01 FC:481

40.00 00

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

TRADEMARK

REEL: 1730 FRAME: 0089

## COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") made as of the 5th day of May, 1998, by TeleHub Communications Corporation, a Nevada corporation, d/b/a Pacific TeleHub Communications Corporation ("Assignor"), to Comdisco, Inc., a Delaware corporation ("Assignee"):

### WITNESSETH:

WHEREAS, Assignor and Assignee are parties to a certain Loan and Security Agreement, of even date herewith (together with any and all other and further amendments, revisions, modifications, supplements and restatements thereof and therefor, collectively the "Loan Agreement"), with the terms used but not otherwise defined herein being used with the same meanings as therein defined;

WHEREAS, the Assignee has agreed to make the loan described in the Loan Agreement (the "Loan"), on the terms and conditions set forth in the Loan Agreement, and the Assignor has agreed to grant to Assignee a mortgage and lien on and a security interest in Assignee's patents, patent applications, trademarks, trademark applications, trade names, goodwill, copyrights, and those licenses in which Assignor has the right to grant a security interest, pursuant to this Assignment and the Loan Agreement;

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

1. Collateral Assignment of Intellectual Property. To secure the full, complete and timely payment and satisfaction of all of Assignor's liabilities, obligations and indebtedness to Assignee, arising or incurred pursuant to the Loan Agreement, the Loan, or the Note, that Assignor has delivered to Assignee (collectively, the "Liabilities"), Assignor hereby collaterally assigns, transfers, sets over and delivers to the Assignee and grants to Assignee (with power of sale, to the extent permitted by law, upon the occurrence of an Event of Default) a first priority mortgage, lien and security interest on and in all of Assignor's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising (whether registered, filed or recorded):

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications including, without limitation, those listed on Schedule A, attached hereto and made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof (all of the foregoing under this subsection (a) referred to as "Patents"), and

(b) trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and tradenames and applications and registrations therefor listed on Schedule A, attached hereto and made a part hereof, and (i) continuations,

extensions and renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing under this subsection (b) hereinafter collectively referred to as the "Trademarks");

(c) the goodwill of Assignor's business connected with and symbolized by the Trademarks;

(d) those license agreements, in which Assignor has the right to grant a security interest, if any, whether such rights currently exist or are hereinafter acquired, with any other party, whether Assignor is a licensor or licensee under any such license agreement, ("Licenses"); and

(e) copyrights, copyright registrations and copyright applications, (i) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (ii) the right to sue for past, present and future infringements thereof, and (iii) all rights corresponding thereto throughout the world (all of the foregoing under this subsection (e) hereinafter collectively referred to as the "Copyrights").

All of the foregoing Patents, Trademarks, Licenses, Copyrights, goodwill and other intellectual property and proprietary rights of the Assignor set forth above in this Section 1 are collectively hereinafter referred to as the "Intellectual Property."

2. New Patents, Trademarks, and Licenses. Assignor represents and warrants that the patent applications, listed on Schedule A constitute all of the patent applications now owned by Assignor. If, before the Liabilities shall have been satisfied in full, Assignor shall obtain unrestricted and full ownership of any new patentable invention, patent or trademark application, tradename, trademark registration, copyrights or application or registration therefor, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the foregoing shall be subject to the collateral assignment set forth in Section 1 hereof. Upon obtaining such rights to the foregoing, the Assignor shall give to Assignee prompt written notice thereof, and shall execute and record any and all other and further documents, agreements or instruments necessary, in the Assignee's reasonable discretion, to give the Assignee a valid and first priority mortgage, lien and security interest on and in the foregoing.

3. Prosecution of Intellectual Property. This Assignment is made for collateral purposes only. Assignor shall have the sole right to prosecute and maintain all Patent, Trademark, and Copyright pending and issued applications during the term of this Agreement prior to any Event of Default.

4. Agreements and Duties of Assignor. Assignor agrees not to sell or assign its interest in its Intellectual Property, without the prior written consent of Assignee.. Unless otherwise agreed to in writing by Assignee, Assignor shall have the duty (i) to prosecute diligently any patent application of the Patents, or a continuation application substituted therefore, any trademark application of the

Trademarks and any copyright application of the Copyrights, pending as of the date hereof until the termination of this Assignment pursuant to Section 10 hereof, and (ii) to use reasonable efforts to preserve and maintain all rights in patent applications and patents of the Patents and in trademark applications, trademarks, and trademark registrations of the Trademarks and in copyright applications and registrations of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Assignor.

5. Assignee's Right to Sue. From and after the occurrence of an Event of Default and the provision by Assignee of written notice to Assignor of Assignee's intention to enforce its rights and claims against any of the Intellectual Property, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property and any licenses thereunder, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement an Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this Section 5.

6. Power of Attorney. Assignor hereby authorizes Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power (i) at any time, to endorse Assignor's name on all applications, documents, papers and instruments necessary or desirable for the Assignee to effect or maintain a valid mortgage, lien and security interest on and in and collateral assignment of the Intellectual Property, and (ii) from and after the occurrence of an Event of Default and written notice given by the Assignee to Assignor of Assignee's intention to enforce its rights and claims against any of the Intellectual Property, to (a) grant or issue any exclusive or non-exclusive license under the Intellectual Property to anyone, or (b) assign, pledge, convey or otherwise transfer title in or dispose of the Intellectual Property to anyone. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been fully and completely paid and satisfied.

7. Assignee's Other Rights and Remedies. From and after the occurrence of an Event of Default and the provision by Assignee or written notice to Assignor of Assignee's intention to enforce its rights and claims against any of the Intellectual Property, Assignor agrees that Assignee, or a conservator appointed by Assignee, shall have the right to establish such additional product quality controls as Assignee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Trademarks. Assignors acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Assignee shall have, in addition to all other rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Intellectual Property may be located. All of Assignee's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Loan Agreement, or by any other assignment or by law shall be cumulative and may be exercised singularly or concurrently.

8. Waivers. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or

under the Loan Agreement, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

9. Termination. This Assignment is made for collateral purposes only and upon full and complete payment and satisfaction of the Liabilities, this Assignment shall terminate and Assignee shall execute and deliver to Assignor all agreements, assignments or instruments as may be necessary or proper to terminate Assignee's collateral assignment and security interest in the Intellectual Property, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to the Loan Agreement.

10. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

11. Modification. This Assignment cannot be altered, amended or modified in any way, except as specifically provided herein or by a writing signed by the parties hereto.

12. Binding Effect. This Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee, its nominees and assigns.

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SCHEDULE A  
TO  
COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

PATENTS, PATENT REGISTRATIONS AND PATENT APPLICATIONS

• Secured Virtual Access Services Platform	08/987/343	12/9/97
• Enhanced Virtual Access Services Platform	08/986/214	12/5/97
• Narrow to Broadband V.A.S.P.	08/986/216	12/5/97

TRADEMARKS AND TRADENAMES AND APPLICATIONS AND REGISTRATIONS

TELEHUB (word mark): the following applications filed in the relevant countries

• Australia	751086
• Canada	864442
• China	9700135120 & 970035121
• European Community	704130
• Hong Kong	17804/97 & 17805/97
• India (requested filing)	
• Japan	187344/1997
• Korea	98-1268
• Mexico	318133 & 318144
• New Zealand	286258 & 286259
• Singapore	15417/97 & 15418/97
• Switzerland	10143/197
• Taiwan	8603700 & 8603701
• United States	75/311032

13. Governing Law. This Assignment shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the 5th day of May, 1998.

TeleHub Communications Corporation,  
a Nevada corporation

By: *Donald H. Sledge*

Printed Name: Donald H. Sledge  
Title: Chief Executive Officer

STATE OF CALIFORNIA )  
COUNTY OF CONTRA COSTA )

The foregoing Collateral Assignment of Intellectual Property was executed and acknowledged before me this 5th day of May, 1998, by Donald H. Sledge, personally known to me to be the Chief Executive Officer of TeleHub Communications Corporation, a Nevada corporation, on behalf of such corporation.



*Maegan P. Boyce*  
Notary Public

**ACCEPTANCE**

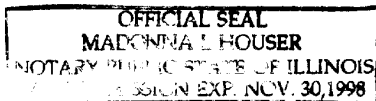
The undersigned, Comdisco, Inc. accepts the foregoing Collateral Assignment of Intellectual Property.

COMDISCO, INC.,  
a Delaware corporation

By: *Bradford Wheatley*  
Printed Name: Bradford Wheatley  
Title: Vice President, Finance

STATE OF ILLINOIS )  
COUNTY OF COOK )

The foregoing Collateral Assignment of Intellectual Property was executed and acknowledged before me this 5th day of May, 1998, by W. Bradford Wheatley personally known to me to be the Vice President, Finance of Comdisco, Inc., on behalf of such corporation.



*Madonna L. Houser*  
Notary Public