

Tab settings



To the Honorable Commissioner of P.

100723565

Attached original documents or copy thereof.

1. Name of conveying party(ies):

OneCoast Network Corporation 235 Peachtree Street, 21st Atlanta, GA 30303

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

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

3. Nature of conveyance:

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

Execution Date: May 14, 1998

2. Name and address of receiving party(ies)

Name: State Street Bank and Trust Co.

Internal Address:

Street Address: 225 Franklin Street

City: Boston State: MA ZIP: 02110

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Bank

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

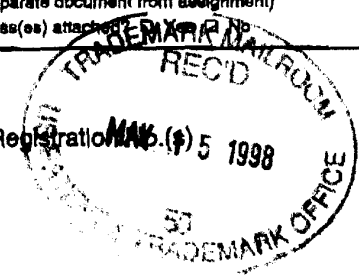
4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

75/299,618 Awaiting No. for OneCoast Network filed 5/4/98 Awaiting No. for Globe Logo filed May 4, 1998 Awaiting No. for OneCoast Network with Globe Logo filed 5/4/98

Additional numbers attached? Yes No

B. Trademark Registration No.(s)



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

Name: Donald H. Siegel, P.C.

Internal Address: Posternak, Blankstein & Lund

100 Charles River Plaza

Boston, MA 02114

Street Address:

05/29/1998 DCOATES 00000105 75299618

01 FC:481 40.00 DP

02 FC:482 75.00 DP

City: State: ZIP:

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$ 115.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(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.

Donald H. Siegel Name of Person Signing

Signature

5/14/98 Date

Total number of pages including cover sheet, attachments, and document: 5

NOTICE OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, ONECOAST NETWORK CORPORATION, a Georgia corporation with a principal place of business at 235 Peachtree Street, 21<sup>st</sup> Floor, Atlanta, Georgia 30303 (the "Company") and STATE STREET BANK AND TRUST COMPANY, with a principal place of business at 225 Franklin Street, Boston, MA 02110 (the "Bank") have entered into a Security Agreement dated as of the date hereof (the "Security Agreement"), a Security Agreement (Trademarks) (the "Trademark Security Agreement") and a related Revolving Credit and Equipment Loan Agreement (the "Credit Agreement") each dated the date hereof;

WHEREAS, the Company is the owner and user of the trademarks listed on Schedule I hereto and identified in said Trademark Security Agreement (the "Trademarks");

WHEREAS, among the security interests granted by the Company to the Bank pursuant to the Trademark Security Agreement and the Security Agreement is a security interest in the general intangibles of the Company, including, without limitation, each of the Trademarks listed on Schedule I hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; and

WHEREAS, the Company and Bank contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur, the Bank shall have all rights of the Company in and to the Trademarks and the goodwill of the business of the Company associated with and symbolized by the Trademarks as may be necessary or proper in order to enable the Bank, as foreclosing secured party, to continue such business of the Company or, following such foreclosure, to transfer to a purchaser all such rights as may be necessary or proper to enable such purchaser to continue such business of the Company;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties reconfirm the terms of each of the Trademark Security Agreement and the Security Agreement, as if set forth fully herein, and acknowledge and agree that the Bank has a security interest in the Trademarks listed on Schedule I hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; the Company hereby collaterally assigns to the Bank, as security for the Obligations (as defined in the Trademark Security Agreement), all of the Company's right, title and interest in and to said Trademarks and the goodwill of the business associated therewith; the Company agrees that it will not sell, assign or encumber any of the Trademarks without the prior written consent of the Bank; and the Company and the Bank request that the Commissioner of Patents and Trademarks record this document with respect to the Trademarks.





SCHEDULE I

SERVICE MARKS APPLIED FOR WITH  
UNITED STATES PATENT AND TRADEMARK OFFICE

1. ONECOAST NETWORK (Standard Form)  
Application Filing Date: May 28, 1997  
Application No.: 75/299,618
2. ONECOAST NETWORK (Stylized)  
Application Mailed: May 4, 1998  
Application No.: Pending
3. GLOBE LOGO  
Application Mailed: May 4, 1998  
Application No.: Pending
4. ONECOAST NETWORK WITH GLOBE LOGO  
Application Mailed: May 4, 1998  
Application No.: Pending

RECORDED: 05/15/1998  
TO 100#030955\*0008 P. 26/26

TRADEMARK  
REEL: 1733 FRAME: 0441  
MAY 11 1998 13:19 FR ROBINS KAPLAN MILLER