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06-08-1998

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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JUN 4

To the Honorable Commissioner of

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): MND 6-4-98

KEPTEL, INC.

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

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other GRANT OF SECURITY INTEREST (TRADEMARKS)

Execution Date: May 21, 1998

2. Name and address of receiving party(ies)

Name: THE BANK OF NEW YORK

Internal Address: _____

Street Address: One Wall Street

City: New York State: NY ZIP: 10286

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State New York
☐ 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

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

A. Trademark Application No.(s)

SEE ATTACHED

B. Trademark Registration No.(s)

SEE ATTACHED

Additional numbers attached? ☒ Yes ☐ No

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

Name: EMMET, MARVIN & MARTIN, LLP

Internal Address: PATRICIA M. VIOLETTE

LEGAL ASSISTANT

Street Address: 120 BROADWAY

City: NEW YORK State: NY ZIP: 10271

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00

☒ 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.

LORI POTTS

Name of Person Signing

Signature

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

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

TRADEMARK

REF ID: A61736 FRAME: 088

06/08/1998
 01 F:48
 02 F:48

**Schedule 1 to
Grant of Security Interest (Trademarks)
dated as of May 21, 1998**

KEPTEL, INC.

Keptel	1,381,134	2/4/86
Smart Block	1,439,641	5/12/87
SNI	1,461,762	10/20/87
Keptel	1,727,298	10/27/92
Equal Access	(75-089,205)	(4/16/96)

GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, a Delaware corporation (the "*Grantor*"), is obligated to THE BANK OF NEW YORK, as Administrative Agent (the "*Secured Party*"), and has entered into a Security Agreement, dated as of May 21, 1998 (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*"), in favor of the Secured Party.

Pursuant to the Security Agreement, the Grantor granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "*Trademarks*"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "*Collateral*"), to secure the prompt payment, performance and observance of its Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further assign to the Secured Party, and grant to the Secured Party a security interest in, the Collateral to secure the prompt payment, performance and observance of its Obligations (as defined in the Security Agreement).

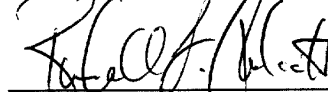
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the assignment of and security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

At such time as (i) the Lenders shall no longer have any obligation to make Revolving Loans, (ii) the Issuer shall no longer have (A) any obligation to issue Letters of Credit and (B) any obligations under the Letters of Credit theretofore issued, and (iii) the Obligations and all other amounts then due and owing under the Loan Documents shall have been paid in full in cash, the Secured Party will take whatever actions are necessary at the Grantor's expense to release or reconvey to Grantor all right, title and interest of the Grantor in and to the Collateral.

The Administrative Agent's address is: One Wall Street, New York, New York 10286.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its duly authorized officer as of the 21st day of May, 1998.

KEPTEL, INC.

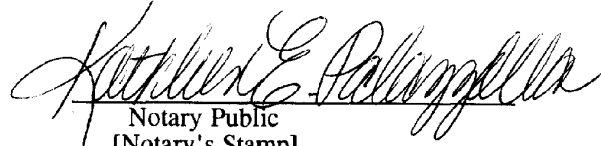
By: 

Name: Randall L. Talcott

Title: Treasurer

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 21st day of May, 1998, before me personally came Randall L. Talcott, to me known, who, being by me duly sworn, did depose and say that he resides at 4641 North Magnolia Avenue, Unit 2N, Chicago, Illinois 60640; that he is the Treasurer of Keptel, Inc., the corporation described in and which executed the above instrument, and that he signed his name thereto by order of the board of directors thereof.


Notary Public
[Notary's Stamp]
KATHLEEN E. PALAZZOLLA
NOTARY PUBLIC, State of New York
No. 43-4503546 Qual. in Rich. Co.
Certificate Filed in in New York County
Commission Expires Jan. 31, 2000

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