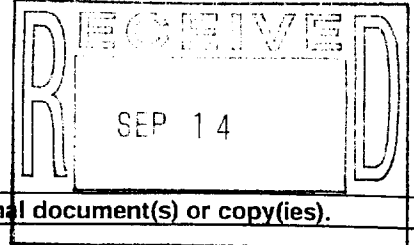


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REGISTRATION FORM COVER SHEET  
TRADEMARKS ONLY



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached  
Execution Date  
Month Day Year

Name Opus Telecom Inc. 09/09/98

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization Massachusetts

Receiving Party

Mark if additional names of receiving parties attached

Name Fleet National Bank

DBA/AKA/TA

Composed of

Address (line 1) One Federal Street

Address (line 2)

Address (line 3) Boston Massachusetts 02211  
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other National Banking Association
- Citizenship/State of Incorporation/Organization Massachusetts

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

09/17/1998 DNGUYEN 00000197 1803098

01 FC:481 40.00 OP  
02 FC:482 25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK  
REEL: 1788 FRAME: 0865

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1803098"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1664010"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

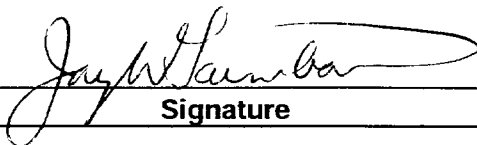
**Statement and Signature**

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. Charges to deposit account are authorized, as indicated herein.

Opus Telecom, Inc.

By: Jay L. Gainsboro

Name of Person Signing



Signature

September 9, 1998

Date Signed

## Collateral Assignment of Trademarks and Letters Patent

This Collateral Assignment of Trademarks and Letters Patent ("Assignment") made this September 9, 1998, by, between and among OPUS TELECOM, INC., OPUS CORRECTIONAL INC. corporations organized and existing under the laws of the Commonwealth of Massachusetts having its principal place of business at 119 Herbert Street, Framingham, Massachusetts, 01701 (together the "Assignor") and FLEET NATIONAL BANK, a national banking association organized and existing under the laws of the Commonwealth of Massachusetts having its principal place of business at One Federal Street, Boston, Massachusetts, 02211 ("Assignee").

WHEREAS, Assignor and Assignee have entered into a certain Revolving Line of Credit and Security Agreement (the "Loan Agreement") of even date herewith whereby Assignee has lent and has agreed to lend funds to Assignor on the terms and conditions set forth in said Loan Agreement (the Loan Agreement and other financing documents are hereinafter collectively referred to as the "Security Agreements"); and

WHEREAS, Assignee has a security interest in substantially all other assets of Assignor pursuant to the Security Agreements including without limitation the Trademarks (as defined below); and

WHEREAS, Assignor is the record owner of: (i) the trademarks and letters patent, if any, of the United States listed on Schedule A annexed hereto (the "Trademarks" and the "Letters Patent" respectively), which Trademarks and Letters Patent are registered in the United States Patent and Trademark Office, and (ii) the inventions described and claimed in the Letters Patent; and

WHEREAS, Assignor hereby grants Assignee a security interest in the Trademarks and the Letters Patent on the terms set forth herein.

NOW, THEREFORE, for and in consideration of the terms and conditions set forth in the Security Agreements and set forth herein, the parties agree as follows:

1. To secure the complete and timely satisfaction of all of the obligations of Assignor to Assignee under the Security Agreements (the "Obligations"), Assignor hereby grants, assigns and conveys to Assignee, its successors and assigns, its entire right, title and interest in and to the Trademarks and the Letters Patent, including, without limitation, the good will of the business to which each of the Trademarks relates, all proceeds of the Trademarks and the Letters Patent (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

2. Assignor covenants and warrants that:

- a. The Trademarks and the Letters Patent are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
- b. To the best of Assignor's knowledge, each of the Trademarks and the Letters Patent is valid and enforceable;
- c. Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks and the Letters Patent, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, registered user agreements, licenses, shop rights and covenants by Assignor not to sue third persons;
- d. Assignor has the unqualified right to enter into this Assignment and perform its terms and will enter into written agreements with each of its present and future employees, agents and consultants that will enable it to comply with the covenants herein contained;
- e. No claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;
- f. Assignor has used and will continue to use for the duration of this Assignment proper statutory notice in connection with its use of the Trademarks; and
- g. Assignor has used and will continue to use for the duration of this Assignment consistent standards of quality in its manufacture of products sold under the Trademarks.

3. Assignor hereby grants to Assignee and its employees and agents the right to visit Assignor's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. Assignor shall do any and all acts reasonably required by Assignee to ensure Assignor's compliance with Paragraph 2.g. above.

4. Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Assignment, without Assignor's prior written consent.

5. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any new trademarks or patentable inventions, or become entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Paragraph 1 hereof shall automatically apply thereto and Assignor shall give to Assignee prompt notice thereof in writing hereof.

6. Assignor authorizes Assignee to modify this Assignment by amending Schedule A to include any future patents and patent applications which are Letters Patent under Paragraphs 1 or 5 hereof or to include any future trademarks which are Trademarks under Paragraphs 1 or 5 hereof.

7. Unless and until there shall have occurred and be continuing an event of default (as defined in the Security Agreements) or demand made upon Assignor for payment of its Obligations to Assignee, Assignee hereby grants to Assignor the exclusive, royalty-free, nontransferable right and license to make, have made, use and sell the goods covered by the Trademarks and the inventions disclosed and claimed in the Letters Patent and to use the Trademarks on and in connection with products sold by Assignor, for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this Paragraph 7, without the prior written consent of Assignee.

8. If demand has been made or an event of default shall have occurred and be continuing, as set forth in Paragraph 7 above, Assignor's license as set forth in said Paragraph 7 shall terminate forthwith, and Assignee shall have, in addition to all other rights and remedies given it by this Assignment, those 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 Trademarks or the Letters Patent may be located and, without limiting the generality of the foregoing, the Assignor may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in the Commonwealth of Massachusetts or elsewhere, the whole or from time to time any part of the Trademarks or the Letters Patent, or any interest which Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks or the Letters Patent all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to Assignor. Notice of any sale or other disposition of the Trademarks or the Letters Patent shall be given to Assignor at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks or the Letters Patent, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Assignee or any holder of any note may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks or the Letters Patent sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

9. Assignor assumes all responsibility and liability arising from the use of the Trademarks and the Letters Patent and Assignor hereby indemnifies, defends and holds Assignee harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of (i) any alleged defect in any product manufactured, promoted or sold by Assignor under any of the Letters Patent or bearing any of the Trademarks, or (ii) the manufacture, promotion, labeling, sale or advertisement of any such product by Assignor.

10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Assignee in connection with (i) the preparation of this Assignment and all other documents relating hereto and to the consummation of this transaction, (ii) the filing or recording of any documents (including all taxes in connection therewith) in public offices, (iii) the payment or discharge of any taxes, counsel fees, maintenance fees or encumbrances, (iv) defending or prosecuting any actions or proceedings arising out of or related to the Trademarks or the Letters Patent, or (v) otherwise protecting, maintaining or preserving the Trademarks and the Letters Patent, shall be borne and paid by Assignor on demand by Assignee and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the applicable rate prescribed in the Security Agreements.

11. Assignor shall have the duty, through counsel acceptable to Assignee, to prosecute diligently any patent or trademark application for the Letters Patent or the Trademarks pending as of the date of this Assignment or thereafter until the Obligations shall have been paid in full, to make application on unpatented but patentable inventions and registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings, and to do all acts necessary or desirable to preserve and maintain all rights in the Trademarks, the Letters Patent and any patent or trademark applications. Any expenses incurred in connection with such an application shall be borne by Assignor. Assignor shall not abandon any right to file a patent application, or any pending patent application or patent without the consent of Assignee, which consent shall not be unreasonably withheld.

12. Upon the failure or inability of Assignor to take actions required under Paragraph 11 above, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce or protect either the Trademarks or the Letters Patent and any license thereunder, in which event 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 and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights hereunder.

13. In the event of the occurrence of event of default under the Security Agreements, Assignor hereby authorizes and empowers Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Assignee to use the Trademarks and the Letters Patent, or to grant or issue any exclusive or nonexclusive license under the Trademarks or the Letters Patent to anyone else, or necessary for Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Letters Patent to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the life of this Assignment.

14. 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 Security Agreements 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.

15. All of Assignee's rights and remedies with respect to the Trademarks and the Letters Patent, whether established hereby or by the Security Agreements, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Assignment are severable, and if any clause or provision hereof 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.

17. This Assignment is subject to modification only by a writing signed by the parties, except as provided in Paragraph 6 hereof.

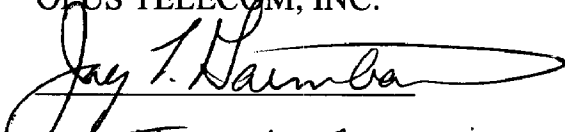
18. The benefits and burdens of this Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

19. The validity and interpretation of this Assignment and the rights and obligations of the parties shall be governed by the laws of the Commonwealth of Massachusetts.

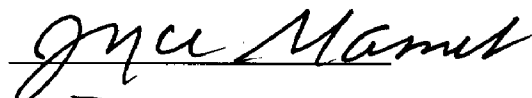
20. This Assignment is made in order to grant Assignee a security interest in the property set forth on Schedule A annexed hereto, and upon satisfaction of the Obligations secured hereby, this Assignment shall be void and of no further effect.

WITNESS the execution hereof under seal as of the day and year first above written.

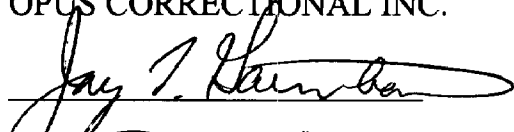
OPUS TELECOM, INC.

  
By: Jay L. Gainsboro  
Its: President

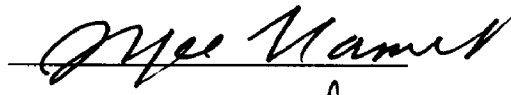
WITNESS

  
By: Joyce Samet

OPUS CORRECTIONAL INC.

  
By: Jay L. Gainsboro  
Its: President

WITNESS

  
By: Joyce Samet

FLEET NATIONAL BANK

WITNESS

J. Henry  
By: Joseph T O'harry  
Its: Vice President

Joyce Samet  
By: Joyce Samet

COMMONWEALTH OF MASSACHUSETTS

Boston  
September 9, 1998  
COUNTY OF SUFFOLK

Personally appeared before me Jay L. Cainsboro, the President of  
OPUS TELECOM, INC. and acknowledged the foregoing to be the free act and deed of said  
corporation.

Name of Notary Public: Joyce Samet  
Notary Public Joyce S. Samet  
My commission expires: April 9, 2001

seal

COMMONWEALTH OF MASSACHUSETTS

Boston  
September 9, 1998  
COUNTY OF SUFFOLK

Personally appeared before me Jay L. Cainsboro, the President of  
OPUS CORRECTIONAL INC. and acknowledged the foregoing to be the free act and deed of  
said corporation.

Name of Notary Public: Joyce Samet  
Notary Public Joyce S. Samet  
My commission expires: April 9, 2001

seal



COMMONWEALTH OF MASSACHUSETTS

Boston

September 7, 1998

COUNTY OF SUFFOLK

Personally appeared before me Joseph T. O'Leary, Jr., the Vice President of  
FLEET NATIONAL BANK and acknowledged the foregoing to be the free act and deed of said  
national banking association.

Name of Notary Public: Joyce S. Jamet  
Notary Public  
My commission expires: April 6, 2001

seal