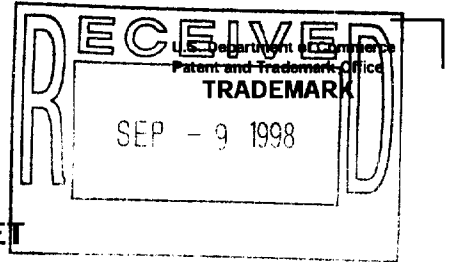


09-28-1998



100840423



9-9-98

**RECORDATION 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  
09/04/98

Name

Formerly

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

**Receiving Party**

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

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

09/23/1998 DNGUYEN 00000212 031240 75253152

FOR OFFICE USE ONLY

01 FC:481 40.00 CH  
02 FC:482 325.00 CH

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: 1792 FRAME: 0338

**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" value="75/253152"/>	<input type="text" value="75/354524"/>	<input type="text" value="75/354496"/>	<input type="text" value="1,576,857"/>	<input type="text" value="2,169,952"/>	<input type="text" value="2,141,914"/>
<input type="text" value="75/129660"/>	<input type="text" value="75/298311"/>	<input type="text" value="75/389573"/>	<input type="text" value="2,172,253"/>	<input type="text" value="2,106,054"/>	<input type="text" value="2,146,726"/>
<input type="text" value="75/422964"/>	<input type="text" value="75/123436"/>	<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.

Michael R. Graif

Name of Person Signing



Signature



Date Signed

## ADDITIONAL CONVEYING PARTIES

<u>NAME</u>	<u>STATUS</u>	<u>CITIZENSHIP</u>
CAIS, Inc.	Corporation	Virginia
CAIS Limited Partnership	Limited Partnership	Virginia
ClearTel Communications, Inc.	Corporation	District of Columbia
ClearTel Communications Limited Partnership	Limited Partnership	District of Columbia

TRADEMARK SECURITY AGREEMENT

WHEREAS, CAIS, Inc., a Virginia corporation, Cleartel Communications, Inc., a District of Columbia corporation, CGX Communications, Inc., a Delaware corporation, Cleartel Communications Limited Partnership, a District of Columbia limited partnership and CAIS Limited Partnership, a Virginia limited partnership (collectively, "Grantors") own all right, title and interest in and to the Trademarks and Trademark Applications listed on Schedule 1 annexed hereto; and

WHEREAS, the Grantors are parties to a Credit Agreement (the "Credit Agreement"), among the Grantors, the Owners listed on Schedule A thereto, ING (U.S.) Capital Corporation as Agent (the "Grantee") and the Lenders listed on the signature pages thereto (the "Lenders"), pursuant to which the Lenders have agreed to make loans to the Borrowers (the "Loans");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantors' right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each trademark and trademark application owned in whole or in part by the Grantors, including, without limitation, each of the Trademarks and Trademark applications referred to in Schedule 1 annexed hereto (which may be amended from time to time), together with all common law rights to such trademarks and trademark applications;

(2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against any and all third parties for past, present or future infringement of any trademarks, including, without limitation, the Trademarks and Trademark applications listed on Schedule 1 annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to Pledge and Security Agreement dated as of August 31, 1998 among the Grantors, the Owners listed on Schedule A thereto,

the Lenders and the Grantee (hereinafter the "Security Agreement"). The Grantors hereby acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 4<sup>th</sup> day of September, 1998.

CGX COMMUNICATIONS, INC.

By: 

Name: Ulysses G. Auger, II  
Title: President

CAIS, INC.

By: 

Name: Ulysses G. Auger, II  
Title: President

CAIS LIMITED PARTNERSHIP

By: CAIS, Inc.

By: 

Name: Ulysses G. Auger, II  
Title: President

CLEARTEL COMMUNICATIONS, INC.

By: 

Name: Ulysses G. Auger, II  
Title: President

CLEARTEL COMMUNICATIONS LIMITED  
PARTNERSHIP

By: Cleartel Communications,  
Inc

By:



Name: Ulysses G. Auger, II  
Title: President

Agreed and Accepted as of the  
\_\_\_\_ day of \_\_\_\_\_, 1998

ING (U.S.) CAPITAL CORPORATION

By:

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

CLEARTEL COMMUNICATIONS LIMITED  
PARTNERSHIP

By: Cleartel Communications,  
Inc.

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

Agreed and Accepted as of the  
4<sup>th</sup> day of September, 1998

ING (U.S.) CAPITAL CORPORATION

By:   
Name: Bart Staal  
Title: Managing Director



ACKNOWLEDGMENT

)  
DISTRICT OF COLUMBIA) ss:  
)

On the 4 day of September, 1998 before me personally appeared Ulysses G. Hager, II, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as President of Cleartel Communications, Inc. who being by me duly sworn, did depose and say that he is President of Cleartel Communications, Inc., the general partner of the Cleartel Communications, Limited Partnership, the partnership described in and which executed the foregoing instrument; that he knows the seal of said general partner; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said general partner by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said general partner.

H G  
\_\_\_\_\_  
Notary Public  
Hager & Co. Construction

My commission expires:  
March 31, 1999

## Trademarks and Trademark Applications

Mark	Reg or Ser. #
Cleartel	1,576,857
CleartelPlus	75/253152
CGX	2,169,952
CGX Telecom & Design	2,141,914
CGX Communications (words)	75/354524
CGX Communications (stylized block)	75/355739
CGX Communications (stylized linear)	75/354496
CAIS	2,172,253
Capital Area Internet Service	2,106,054
CAIS Internet & Design	75/129660
Where the Cleeful Connect	2,146,726
OverVoice	75/298311
LANJACK	75/389573
Internet Service for the 21st Century	75/422964
The Wait is Over	75/123436