

12-02-1998

Docket No.:

4229-G-4



Tab settings

To the Honorable Commissioner of Patents

100909609

attached original documents or copy thereof.

1. Name of conveying party(ies):

OneCoast Network Corporation

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

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

MRD 11-23-98

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

Execution Date: October 8, 1998

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

Name: BHF-Bank Aktiengesellschaft (As Collateral Agent)

Internal Address:

Street Address: 590 Madison Avenue

City: New York State: NY ZIP: 10022

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

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

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

A. Trademark Application No.(s)

75/299618 75/481190  
75/481189 75/481193

Additional numbers

B. Trademark Registration No.(s)

Yes  No

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

Name: Virginia R. Richard

Internal Address: Kane, Dalsimer, Sullivan, Kurucz, Levy,  
Eisele and Richard, LLP

Street Address: 711 Third Avenue

20th Floor

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41): \$ 160.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

Refund Ref: 12/01/1998 DNGUYEN 000068485  
11-0215

CHECK Refund Total: \$45.00

12/01/1998 DNGUYEN 00000182 75299618

DO NOT USE THIS SPACE

01 FC:481 40.00 OP  
02 FC:482 75.00 OP

115 E

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.

Ronald K. Brown

Name of Person Signing

Signature

Nov. 20, 1998

Date

Total number of pages including cover sheet, attachments, and

6

TRADEMARK

REEL: 1821 FRAME: 0316

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 Filing Date: May 7, 1998  
Application No.: 75/481193
3. GLOBE LOGO  
Application Filing Date: May 7, 1996  
Application No.: 75/481189
4. ONECOAST NETWORK WITH GLOBE LOGO  
Application Filing Date: May 7, 1998  
Application No.: Pending

## TRADEMARK SECURITY AGREEMENT

WHEREAS, OneCoast Network Corporation, a Georgia corporation (herein referred to as "Grantor"), owns the Marks (as defined in the Security Agreement referred to below) listed on Schedule 1 annexed hereto;

WHEREAS, the Grantor, certain lenders and BHF-Bank Aktiengesellschaft, as Administrative Agent, Letter of Credit Issuer and Arranger for such lenders (the "Lenders") are parties to a Credit Agreement of even date herewith (as the same may be amended from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Security Agreement of even date herewith (as the same may be amended from time to time, the "Security Agreement"), between Grantor and BHF-Bank Aktiengesellschaft, as Collateral Agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Marks (as defined in the Security Agreement), whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Credit Agreement and the other Obligations (as defined in the Security Agreement);

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 Grantor's 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 arising or acquired:

(i) each Mark, including, without limitation, each Mark referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Mark; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Mark.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further 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.

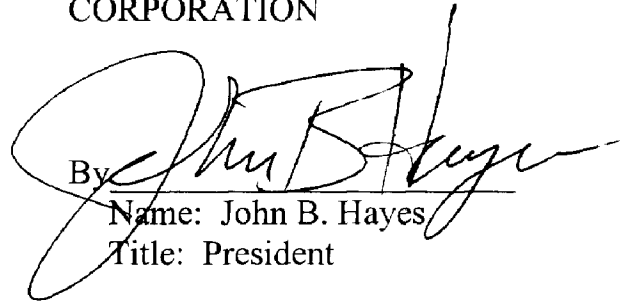
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02625-00006

**TRADEMARK**  
**REEL: 1821 FRAME: 0319**


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 8<sup>th</sup> day of October, 1998.

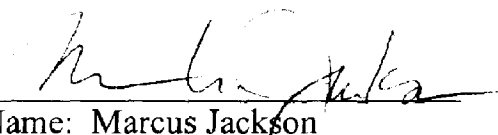
ONECOAST NETWORK  
CORPORATION

By   
Name: John B. Hayes  
Title: President

Acknowledged:

BHF-BANK AKTIENGESELLSCHAFT,  
as Collateral Agent

By   
Name: Stephen B. Shelton  
Title: Vice President

By   
Name: Marcus Jackson  
Title: Assistant Treasurer

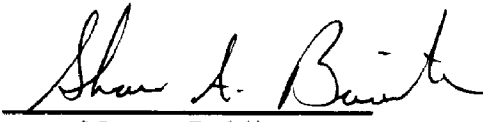
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TRADEMARK  
REEL: 1821 FRAME: 0320

STATE OF NEW YORK            )  
  )  
COUNTY OF NEW YORK        )

ss.:

On the 8th day of October, 1998 before me personally came John B. Hayes to me personally known to me the person described in and who executed the foregoing instrument as President of OneCoast Network Corporation, who being by me duly sworn, did depose and say that he is President of OneCoast Network Corporation, the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation 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 corporation.

  
Notary Public

[Seal]

My commission expires:

**SHAWN A. BANNISTER**  
Notary Public, State of New York  
No. 01BA5027453  
Qualified in Kings County  
Commission Expires May 9, 2000

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02625-00006

RECORDED: 11/23/1998

TRADEMARK  
REEL: 1821 FRAME: 0321