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Providence, RI 02903

01-14-1999



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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

Name Execution Date
Month Day Year

- 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

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FOR OFFICE USE ONLY

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

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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: 1839 FRAME: 0144

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)

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OPR/FINANCE

Correspondent Name and Address

Area Code and Telephone Number

401-274-9200

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="75/539924"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/5399823"/>	<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.

#

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

65.00

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.

Andrew J. Chlebus

1/5/99

Name of Person Signing

Signature

Date Signed

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of December 15, 1998 by **SIGECOM, LLC**, an Indiana limited liability company (the "Debtor"), to and with **AT&T COMMERCIAL FINANCE CORPORATION**, a Delaware corporation, **as agent** (in such capacity, together with its successors and assigns in such capacity, the "Agent") for the benefit of the financial institutions and other Persons which are or which become Lenders (the "Lenders") under, and as defined in, the Loan Agreement referred to below (collectively, the "Secured Parties").

RECITALS

A. The Debtor, the Lenders and the Agent are entering into a Loan Agreement of even date herewith (as the same may be amended, restated, renewed, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement") pursuant to which the Lenders are extending credit to the Debtor. Capitalized terms used herein without definition have the meanings assigned to them in the Loan Agreement.

B. It is a condition to such Secured Parties' willingness to enter into the Loan Agreement and make loans to the Debtor the financing contemplated thereby that the Debtor shall have granted to the Secured Parties and the Agent the liens and security interests contemplated hereby. The Debtor wishes hereby to grant such liens and security interests.

C. The Debtor is the owner and user of the trademarks listed on Schedule A hereto (the "Trademarks").

D. Among the security interests granted by the Debtor to the Agent and the Secured Parties pursuant to that certain Security Agreement dated as of even date herewith by and between the Debtor and the Agent and the Secured Parties (the "General Security Agreement") is a security interest in the Trademarks together with the goodwill of the business associated with and symbolized by such Trademarks.

E. The Debtor and the Agent contemplate and intend that, if an Event of Default (as defined in the General Security Agreement) shall occur and be continuing, the Secured Parties shall have all rights of the Debtor in and to the Trademarks and the goodwill of the business of the Debtor associated with and symbolized by the Trademarks as may be necessary or proper in order to enable the Agent, as foreclosing secured party, on behalf of the Secured Parties, to continue such business of the Debtor 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 Debtor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the Debtor hereby agrees as follows:

1. Security Interest. The Debtor reconfirms the terms of the General Security Agreement, as if set forth fully herein, and acknowledges that the Secured Parties have a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks (collectively, the "Collateral"), as security for the Obligations (as defined in the General Security Agreement) (the "Obligations"). The Debtor hereby collaterally assigns to the Agent for the benefit of the Lenders and to each of the Secured Parties, and grants a security interest to the Agent for the benefit of the Lenders and to each of the Secured Parties in and to, all of the Debtor's right, title and interest in and to the Collateral. The Debtor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the Trademarks.

2. Representations and Warranties. The Debtor represents and warrants that:

2.1. Schedule A set forth as of the date hereof all United States trademark registrations and applications owned by the Debtor.

2.2. As of the date hereof, the Collateral set forth on Schedule A is subsisting and has not been adjudged invalid or unenforceable.

2.3. Except as disclosed on Schedule 4.07 of the Loan Agreement, as of the date hereof, no claim has been made that the use of any of the Collateral violates the rights of any third person and the Debtor is not aware of any basis for any such claim to be asserted.

2.4. The Debtor is the sole and exclusive owner of the entire right, title and interest in and to the Collateral, free and clear of any lien, security interest or other encumbrances, including without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Debtor not to sue third persons (other than the security interest granted hereby and any of the foregoing entered into in the ordinary course of business).

2.5. The Debtor has the full power and authority to enter into this Agreement and perform its terms.

2.6. The Debtor has used proper statutory notice in connection with its use of the Collateral to the extent commercially practicable and customary within the relevant industry.

3. Covenants. The Debtor covenants and agrees as follows:

3.1. The Debtor will keep the Collateral free from any lien, security interest or encumbrance (except in favor of the Secured Parties) and will defend the Collateral and the title thereto against all claims and demands of all other persons at any time claiming same or any interest therein.

3.2. The Debtor shall not abandon any Collateral except such Collateral which could not reasonably be expected to have a Material Adverse Effect.

3.3. The Debtor shall maintain all rights held by the Debtor relating to the Collateral except such Collateral which the failure to maintain could not reasonably be expected to have a Material Adverse Effect.

3.4. Until all of the Obligations shall have been paid in full and termination of the commitments therefor, the Debtor shall not enter into any agreement (including a license agreement) which conflicts with the Debtor's obligations under this Agreement other than agreements that could not reasonably be expected to affect the value of the Collateral, without the Secured Parties' prior written consent.

3.5. The Debtor will not sell or offer to sell or otherwise transfer the Collateral or any interest therein (other than non-exclusive licenses granted in the ordinary course of the Debtor's business) without the prior written consent of the Secured Parties.

3.6. If the Debtor shall purchase, register or otherwise acquire rights to any new registrable or registered trademark, the provisions of Section 1 shall automatically apply thereto and at least annually the Debtor shall give to the Agent written notice thereof, shall execute an amendment to Schedule A including such registrations and applications and shall take any other action reasonably necessary to record the Secured Parties' interest in such trademarks with the U.S. Copyright Office.

3.7. The Debtor will continue to use proper statutory notice in connection with its use of the Collateral to the extent commercially practicable and customary within the relevant industry.

3.8. The Debtor shall execute, or use its reasonable efforts at its reasonable expense to cause to be executed, such further documents as may be reasonably requested by the Agent in order to effectuate fully the grant of security interest set forth in Section 1 hereof.

4. Remedies. Upon the occurrence and during the continuance of any one or more of the Events of Default, all of the Obligations shall become, or may be declared to be, immediately due and payable, all as provided in the Loan Agreement, and the Agent shall have the remedies of a secured party under the Uniform Commercial Code.

5. Attorney-in-Fact. The Debtor hereby appoints the Agent, for the benefit of the Secured Parties, as the Debtor's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence of any Event of Default, to execute and deliver, in the name of and on behalf of the Debtor, and to cause the recording of all such further assignments and other instruments as the Agent may deem necessary or desirable in order to carry out the intent of the General Security Agreement. The Debtor agrees that all third parties may conclusively rely on any such further assignment or other instrument so executed, delivered and recorded by the Agent (or the Agent's designee in accordance with the terms hereof) and on the statements made therein.

6. General.

6.1. No course of dealing between the Debtor and the Agent or the Secured Parties, nor any failure to exercise, nor any delay in exercising on the part of the Agent or the Secured Parties, any right, power or privilege hereunder or under the Loan Agreement 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 right, power or privilege. No waiver by the Agent, on behalf of the Secured Parties, of any default shall operate as a waiver of any other default or of the same default on a future occasion.

6.2. All of the Agent's rights and remedies with respect to the Collateral, whether established hereby or by the General Security Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. This Agreement is in addition to, and is not limited by nor in limitation of, the provisions of the General Security Agreement or any other security agreement or other agreement now or hereafter existing between the Debtor and the Secured Parties.

6.3. If any clause or provision of this Agreement 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 Agreement in any jurisdiction.

6.4. This Agreement is subject to modification only by a writing signed by the parties, except as otherwise provided in Section 3.6 hereof.

6.5. The benefits and obligations of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

6.6. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws (other than the conflict of laws rules) of the State of New Jersey applicable to contracts made and performed in said State.


7. Agency. The parties hereto, and any person not a party hereto for whose benefit the Agent holds the collateral hereunder, acknowledge that the Agent has been requested to act as agent for the Secured Parties hereunder pursuant to the terms of the Loan Agreement, and that the Agent, to the extent it may so act hereunder, shall exercise all of the rights and remedies hereunder of, and as agent for the benefit of, the Secured Parties and each of them, without limiting the generality of the foregoing, the Agent is authorized to execute and deliver, from time to time, on behalf of the Secured Parties, any and all amendments and modifications to this Agreement and any and all waivers to any conditions herein or any Event of Default hereunder.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

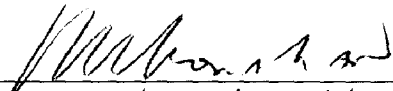
Debtor:

SIGECOM, LLC

By 
Name: John W. Lucier
Title: Treasurer

Agent:

**AT&T COMMERCIAL FINANCE
CORPORATION, as Agent**

By 
Name: Michael V. Monahan
Title: Vice President

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF SUFFOLK)

Then personally appeared before me the above-named John Van Luling, the Treasurer of SIGECOM, LLC, and stated that he executed the foregoing instrument under the authority of said limited liability company's Board of Directors and acknowledged the foregoing instrument to be the free act and deed of each of said limited liability company.

Witness my hand and seal this 16th day of December, 1998.

Cheryl A. Green
Notary Public
Print Name Cheryl A. Green
My Commission Expires 1/21/05

STATE OF NEW JERSEY)
)
COUNTY OF Monie)

Then personally appeared before me the above-named Michael V. Monahan, a Vice President of AT&T Commercial Finance Corporation, and stated that he executed the foregoing instrument under the authority of said corporation's Board of Directors and acknowledged the foregoing instrument to be the free act and deed of said corporation.

Witness my hand and seal this 23rd day of December, 1998.

Mary Ann V. Gross
Notary Public
Print Name MARY ANN V. GROSS
My Commission Expires _____

MARY ANN V. GROSS
Notary Public of New Jersey
My Commission Expires July 2, 2002

SCHEDULE A

Trademarks

Marks with Federal Registration:

<u>Marks</u>	<u>Date Filed</u>	<u>Serial Number</u>	<u>Class</u>	<u>Use</u>
SIGECOM	8/20/98	75/539924	009/038	
The Tri-State's Total Communications Provider	8/20/98	75/5399823	009/038	