

01-25-1999

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

REC

SHEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office



MEO 1-25-99

100948420

attached original documents or copy thereof.

1. Name of conveying party(ies):
 Digital Telecommunications, Inc.

Individuals Association
 General Partnership Limited Partnership
 Corporate-State Tennessee
 Other

2. Name and address of receiving party(ies)
 Name: Fleet National Bank
 Internal Address:
 Street Address: One Federal Street
 City: Boston State MA ZIP 02110

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

Individual(s) citizenship
 Association

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: December 31, 1998

General Partnership
 Limited Partnership
 Corporation-State
 Other bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: yes no
 (Designation 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)
 1.) 75-222,153

B. Trademark Registration No(s)
 1.) 2,130,392
 2.) 2,083,678

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Jonathan R. Harris, Esq.
 Internal Address: c/o Edwards & Angell, LLP
 Street Address: 101 Federal Street
 City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved

7. Total fee (37 CFR 3.41) \$90.00 E
 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.

Judy Radoccia
 Name of Person Signing Signature Date January 22, 1998

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

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

U.S. FORM 51594

TRADEMARK REEL: 1843 FRAME: 0582

EDWARDS & ANGELL, LLP

COUNSELLORS AT LAW

Judy Radoccia
Direct Dial: (617) 951-2266
E-Mail: jradoccia@ealaw.com

101 FEDERAL STREET
BOSTON, MA 02110-1800
(617) 439-4444
FAX (617) 439-4170

JRD
1/25/99

January 22, 1999

VIA FEDERAL EXPRESS

U.S. Patent and Trademark Office
Office of Public Records
Attn: Customer Services Counter
1213 Jefferson Davis Highway, 3rd Floor
Arlington, Virginia 22202

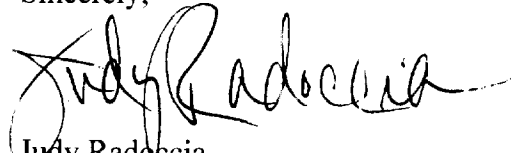
Re: Security Interest in Trade mark Registrations/Applications

Dear Sir or Madam:

Enclosed for recordation are (i) a Security Agreement from Digital Telecommunications, Inc. to Fleet National Bank, (ii) the Trademark Recordation Form Cover Sheet and (iii) a check made payable to the U.S. Patent and Trademark Office in the amount of \$90, which I understand to be the correct filing fee. Feel free to call me if you have any questions regarding the enclosed.

Please date-stamp the enclosed photocopy of this letter and application and return it to me in the enclosed self-addressed, stamped envelope at your earliest convenience. Thank you for your assistance with this matter.

Sincerely,


Judy Radoccia
Corporate Paralegal

Enclosures
cc: Jonathan R. Harris, Esq.

01/25/1999 DNGUYEN 00000191 2130392

01 FC:481 40.00 DP
02 FC:482 50.00 DP

BOS_104182/28DY011000 RADOCCE

SECURITY AGREEMENT (TRADEMARKS)

WHEREAS, DIGITAL TELECOMMUNICATIONS, INC., a Tennessee corporation, with a principal place of business at 6601 Lyons Road, Coconut Creek, FL 33073 (the "Company") and FLEET NATIONAL BANK, with a place of business at One Federal Street, Boston, Massachusetts 02110 (the "Bank") have entered into an Inventory, Accounts Receivable and Intangibles Security Agreement dated December 31, 1998 (the "Security Agreement") and are also parties to a related letter agreement (the "Letter Agreement") between the Bank and the Company; and

WHEREAS, the Company is the owner and user of the trademarks listed on Schedule A hereto and identified in said Security Agreement (the "Trademarks"); and

WHEREAS, among the security interests granted by the Company to the Bank pursuant to the Security Agreement is 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; and

WHEREAS, the parties to the Security Agreement contemplate and intend that, if an Event of Default (as defined in the Letter Agreement) shall occur and be continuing, the Bank shall have all rights of the Company in and to the Trademarks and the goodwill of the business of the Company associated with and symbolized by the Trademarks as may be necessary or proper in order to enable the Bank, as foreclosing secured party, to continue such business of the Company 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 Company;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties reconfirm the terms of the Security Agreement, as if set forth fully herein, and acknowledge that the Bank has 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; as security for the Obligations (as defined in the Security Agreement), the Company hereby collaterally assigns to the Bank, and grants a security interest to the Bank in and to, all of the Company's right, title and interest in and to said Trademarks and the goodwill of the business associated therewith; the Company agrees that it will not sell or assign any of the Trademarks without the prior written consent of the Bank; and the Company and the Bank request that the Commissioner of Patents and Trademarks record this document with respect to the Trademarks.

The Company hereby appoints the Bank as the Company's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence and during the continuance of any Event of Default (as defined in the Letter Agreement), to execute and deliver, in the name and on behalf of the Company, and to cause the recording of all such further assignments and other instruments as the Bank may reasonably deem necessary or desirable in order to carry out the intent of the Security Agreement and this Security Agreement

(Trademarks). The Company agrees that all third parties may conclusively rely on any such further assignment or other instrument, so executed, delivered and recorded by the Bank (or the Bank's designee in accordance with the terms hereof) and on the statements made therein.

DIGITAL TELECOMMUNICATIONS, INC.

FLEET NATIONAL BANK

By: [Signature]
Name: Dennis R. [unclear]
Title: CEO

By: [Signature]
Its VP

STATE OF Massachusetts)
) ss.
COUNTY OF Suffolk)

Then personally appeared before me the above-named Dennis R. [unclear], the [unclear] of Digital Telecommunications, Inc., and stated that he/she 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 31 day of December, 1998.

[Signature]
Notary Public
My commission expires:

SMITH, Notary Public
My Commission Expires July 20, 2001

**SCHEDULE A
TO
SECURITY AGREEMENT (TRADEMARKS)**

Marks with Federal Registration

| <u>Marks</u> | <u>Registration No./Reg. Date</u> | <u>Use</u> |
|--------------|-----------------------------------|---|
| LIM | 2,130,392/January 20, 1998 | Concentrators, telephone line interface circuits, digital switches and telecommunication computers for voice messaging, facsimile, paging, call-forwarding, wake-up calling and calling card transactions |
| DXC | 2,083,678/July 29, 1997 | Concentrators, line interface modules, digital switches and telecommunication computers for voice messaging, facsimile, paging, call-forwarding, wake-up calling and calling card transactions |

Marks with Pending Applications

| <u>Marks</u> | <u>Serial No./Filing Date</u> | <u>Use</u> |
|--------------|-------------------------------|---|
| LXC | 75-222,153/Jan. 7, 1997 | Concentrators, telephone line interface circuits, digital switches and telecommunication computers for voice messaging, facsimile, paging, call-forwarding, wake-up calling and calling card transactions |