

03-26-1999

COMMERCE
Trademark Office

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TRADEMARKS ONLY



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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original docu.

1. Name of conveying party(ies): **DIGITAL BROADCAST NETWORK CORPORATION**

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

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

3. Nature of conveyance:

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

Effective Date: February 19, 1999

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

A. Trademark Application No.(s) 75/509,772

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

Name:
Tamsen V. Valoir

Street Address:
**Jenkins and Gilchrist, P.C.
1100 Louisiana Street, Suite 1800
Houston, Texas 77002-5214**

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

Name: Northern Telecom Inc.
 Internal Address: 2221 Lakeside Boulevard
 Street Address: 2221 Lakeside Boulevard

City: Richardson State: TX ZIP: 75082-4399

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

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

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41): **\$ 40.00**
 Enclosed
 Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number: 10-0447
(Attach duplicate copy of this page if paying by deposit account)

3/25/1999 JSHABAZZ 00000241 75509772
FC:481 40.00 DP

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.

Tamsen V. Valoir
Name of Person Signing

Tamsen Valoir
Signature

3.18.99
Date

Attorney Docket: 07818-00070

Total number of pages comprising cover sheet: 1

Date of Deposit March 18, 1999

I hereby certify under 37 CFR 1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Box ASSIGNMENT, Washington, D.C. 20231.

Sallie Carlisle
Sallie Carlisle

TRADEMARK SECURITY AGREEMENT

(Borrower)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between DIGITAL BROADCAST NETWORK CORPORATION, a Missouri corporation ("Debtor"), and NORTHERN TELECOM INC., a Delaware corporation ("Secured Party"), acting in its capacity as Administrative Agent pursuant to that certain Credit Agreement dated as of February 19, 1999 (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time, the "Credit Agreement") among Debtor, Secured Party and each of the Lenders party thereto.

R E C I T A L S:

A. Debtor and Secured Party have entered into that certain Security Agreement, dated as of February 19, 1999 (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Pursuant to the terms of the Security Agreement, Debtor has granted to Secured Party a lien and security interest in all General Intangibles of Debtor, including, without limitation, all of Debtor's right, title, and interest in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Debtor's Trademarks, and Trademark Licenses, and all products and Proceeds thereof, to secure the payment of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Secured Party a lien and continuing security interest in all of Debtor'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 created or acquired:

(1) each Trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement, dilution or breach of any Trademark, Trademark Registration, Trademark Application and Trademark License, including, without limitation, any Trademark, Trademark Registration and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed

hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration and Trademark Application.

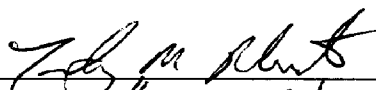
The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Security Agreement.

Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests 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, Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 19th day of February, 1999.

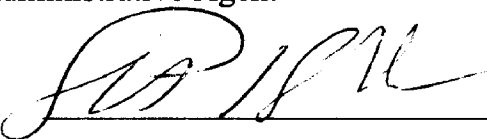
DEBTOR:

DIGITAL BROADCAST NETWORK
CORPORATION

By: 
Name: Timothy M. Roberts
Title: EVP

SECURED PARTY:

NORTHERN TELECOM, INC.,
as Administrative Agent


By: 
Name: Stephen R. S. Martin
Title: Vice President

ACKNOWLEDGMENT

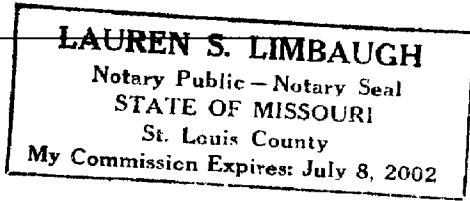
STATE OF Missouri)
)
COUNTY OF St. Louis)

This instrument was acknowledged before me this 9th day of February, 1999, by Timothy M. Roberts, as Vice President of Digital Broadcast Network Corporation, a Missouri corporation, on behalf of such company.

{Seal}


Notary Public in and for the State of Missouri


My commission expires: _____



STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me this 19th day of February, 1999, by Stephen R. S. Martin, as Vice President of Northern Telecom Inc., a Delaware corporation, on behalf of such corporation.

{Seal}


Notary Public in and for the State of Texas

My commission expires: 9.28.99



Schedule 1
to
Trademark Security Agreement

FEDERAL TRADEMARKS

| Owner of Record | Country of Registration | Trademark | Application or Registration No. | Filing Date | Expiration Date | Goods |
|---|-------------------------|---------------------------------|---------------------------------|-------------|-----------------|--------------------------------------|
| Digital Broadcast Network Corporation, a Missouri corporation | USA | "DBN Digital Broadcast Network" | 75/509772 | 6/29/98 | | words, letters or numbers and design |

STATE TRADEMARKS

None.

TRADEMARK LICENSES

None.

FINS2DAL:65538.1 07818-00070

RECORDED: 03/22/1999

TRADEMARK
REEL: 1874 FRAME: 0314