

MMO 3-24-99

03-30-1999

Form PTO-1594 (Rev. 6-93)

RECORDATION FORM CO



U.S. DEPARTMENT OF COMMERCE

OMB No. 0651-0011 (exp. 4/94)

TRADEMARKS ON

100997075

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof

1. Name of conveying party(ies):

Next Generation Network, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation: State of Delaware
 Other _____

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

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

United States Trust company of New York
 114 West 47th Street, 255h Floor
 New York, NY 10036

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other _____

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: March 23, 1999

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

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

A. Trademark Application No(s). B. Trademark Registration No(s).

(75/600,252)

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

Stephen C. Lee
 FAEGRE & BENSON LLP
 2200 Norwest Center
 90 South Seventh Street
 Minneapolis, MN 55402-3901
 612/336-3366

(03/29/1999 JSHABAZZ 00000139 75600252)
 01 FC:481 40.00 OP

6. Total number of applications and registrations involved: 01

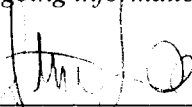
7. Total fee (37 CFR 3.41)\$40.00

Enclosed
 Authorized to be charged to deposit account for underpayment

8. Deposit Account number: 06-0029

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and believe, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Stephen C. Lee  March 24 1999
 Name of person signing Signature Date

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

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

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, the undersigned with principal offices at the address set forth next to their name appearing in the signature pages hereof, (each individually an "Assignor" and collectively the "Assignors") hereby assigns and grants to United States Trust Company of New York, as Collateral Agent, with principal offices at 114 West 47th Street, 25th Floor, New York, New York 10036 (the "Assignee"), a security interest in (i) all of the Assignors' right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses symbolized by the Marks and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THE ASSIGNMENT is made to secure the full and prompt performance and payment of all the Obligations of the Assignors, as such term is defined in the Security Agreement among the Assignors, the other assignors party thereto and the Assignee, dated as of February 18, 1998 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignors an instrument in writing releasing the security interest in the Marks acquired under this

Assignment.

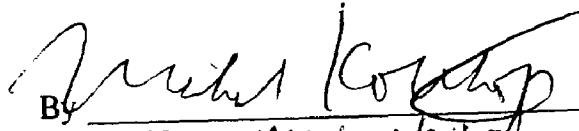
The Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment

of Security Interest as of the 23rd day of March, 1999.

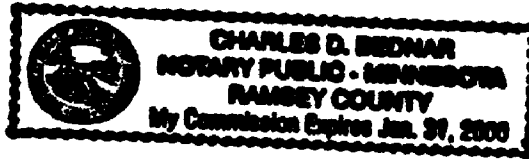
NEXT GENERATION NETWORK, INC.

as Assignor

By 
Name: Michael Laitner
Title: President
Address: 1610 Prairie Lakes Dr.
Mpls. MN 55344

STATE OF MINNESOTA)
) ss.:
COUNTY OF HENNEPIN)

On this 23rd day of March, 1999 before me personally came Michael J. Kolthoff who, being by me sworn, did state as follows: that he is Treasurer of Next Generation Network, Inc. that he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.



Notary Public

Charles D. Bednar

Trademarks and Trademark Licenses

<u>Trademark Name</u>	<u>Serial/ Registration Number</u>	<u>Application or Registration Date</u>
In-Line TV	75/600,252	December 7, 1998