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8-16-99

08-18-1999



101120466

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **Net-Tel Corporation**

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

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

2. Name and address of receiving party(ies): **SPRV/FINANCE**

Name: **Nortel Networks Inc.**

Internal Address: **2221 Lakeside Blvd., Richardson, TX 75082-4399**

Street Address: **2221 Lakeside Blvd., Richardson, TX 75082-4399**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State **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

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement             Change of Name  
 Other \_\_\_\_\_

Execution Date: July 28, 1999

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

A. Trademark Application No.(s)

75/655,845    75/519702

75/469709    75/673190

Additional numbers attached?  Yes  No

B. Trademark Registration No.(s)

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

Name:

**Tamsen Valoir**  
 Street Address:

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

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41): **\$115.00**

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)

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 Valoir**                      *Tamsen Valoir*                      8-13-99  
 Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet:

Date of Deposit August 13, 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

08/18/1999 NTHAI1 00000253 75655845

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

# TRADEMARK SECURITY AGREEMENT

(Borrower)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between NET-TEL CORPORATION, a Florida corporation ("Debtor"), and NORTEL NETWORKS INC., a Delaware corporation ("Secured Party"), acting in its capacity as Administrative Agent pursuant to that certain Credit Agreement dated as of July 28, 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 Pledge and Security Agreement, dated as of July 28, 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 28th day of July, 1999.

DEBTOR:

NET-TEL CORPORATION

By:

  
\_\_\_\_\_  
Craig R. Bandes  
Senior Vice President

DISTRICT OF COLUMBIA §

This instrument was acknowledged before me on July 20, 1999 by Craig R. Bandes as Senior Vice President of NET-tel Corporation, a Florida corporation.

  
\_\_\_\_\_  
(Signature of notarial officer)

[SEAL]

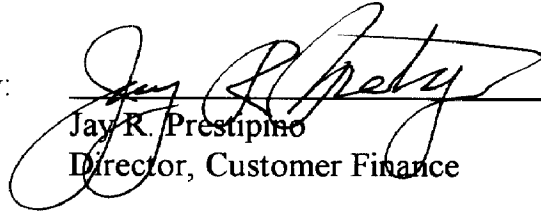
Doris E. Tobias Notary Public, District of Columbia My Commission Expires Aug. 21, 2000
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\_\_\_\_\_  
Title (and Rank)  
(My commission expires: \_\_\_\_\_ )

SECURED PARTY:

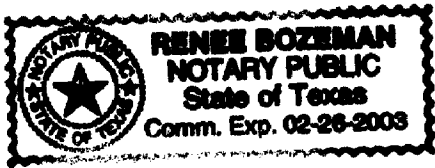
NORTEL NETWORKS INC.,  
as Administrative Agent


By:

  
Jay R. Prestipino  
Director, Customer Finance

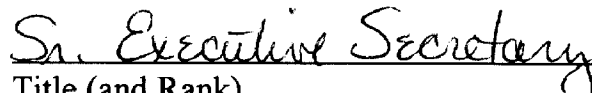
STATE OF TEXAS  
~~DISTRICT OF COLUMBIA~~ §  
COUNTY OF DALLAS

This instrument was acknowledged before me on <sup>August</sup> ~~July~~ 10 1999 by Jay R. Prestipino the Director, Customer Finance of NORTEL NETWORKS INC., a Delaware corporation.



  
(Signature of notarial officer)

[SEAL]

  
Title (and Rank)  
(My commission expires: 2-26-2003)

Schedule 1  
to  
Trademark Security Agreement

**FEDERAL TRADEMARKS**

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing Date	Expiration Date	Goods
		NETTEL* ‡	75/736478	6/24/99		
		NETPOINT†	75/655,845	3/08/99		
		SIMIS*	75/519702	7/16/98		
		Technology Counts. People Matter.*	75/673190	4/01/99		
		Right Things Right *	75/469709	4/16/98		

\* The application for this trademark has been filed with the U.S. Patent and Trademark Office ("PTO") and the Debtor is awaiting PTO determination.  
 ‡ On January 7, 1997, Nextel Communications, Inc. ("Nextel") sent the Debtor a letter requesting that the Debtor cease using the "NET-tel" name because it was confusingly similar. The Debtor responded that it did not agree and continued to use the name. The Debtor has not received any further correspondence from Nextel since that date and the Debtor believes that no conflict exists.  
 † The application for this trademark has been filed with the PTO and may be withdrawn.

**STATE TRADEMARKS**

Owner of Record	Trademark	State	Serial No.	Filing Date

**TRADEMARK LICENSES**

Agreement	Parties	Date of Agreement