

08-20-1999

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attached original documents or copy thereof.

To the Honorable Commissioner of

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

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

Additional names of conveying party(ies) attached? Yes No

3. Nature of conveyance: **8-16-99**

- Assignment
- Security Agreement
- Other: **Grant of Security Interest in Trademarks, Service Marks, & Tradenames**
- Execution Date: **June 3, 1999**
- Merger
- Change of Name

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

Name: **PNC Bank, National Association**

Internal Address:

Street Address: **1000 Westlake Drive
Suite 200**

City: **Berwyn** State: **PA** ZIP: **19312**

- Individual(s) citizenship:
- Association:
- 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
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)
**75/349,101 75/512,997 75/680,658
75/349,433 75/680,657**

B. Trademark registration No.(s)
**2,169,956 2,143,321 2,157,374
2,093,604 2,194,180**

Additional numbers attached? Yes No

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

Name: **Michael L. Dever**

Internal Address: **Buchanan Ingersoll, P.C.**

Street Address: **301 Grant Street**

20th Floor

City **Pittsburgh** State: **PA** ZIP: **15219**

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 3.41): **\$ 265.00**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

08/19/1999 MTHAI1 00000193 75349101

DO NOT USE THIS SPACE

C1 FC:481
C2 FC:482

40.00 OP
225.00 OP

265 E

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.

Michael L. Dever

Name of Person Signing

Signature

8/9/99

Date

Total number of pages comprising cover sheet: **6**

**GRANT OF SECURITY
INTEREST IN TRADEMARKS,
SERVICEMARKS AND TRADENAMES**

WHEREAS, ATCOM, INC., a California corporation, having its principal place of business at 308 G Street, San Diego, California ("Atcom"), is the owner of the entire right, title and interest in and to the trademarks, servicemarks and tradenames listed on Schedule A annexed hereto and made a part hereof (the "Trademark Collateral"); and

WHEREAS, pursuant to the provisions of a Rider to VentureStart Loan and Security Agreement of even date herewith (the "Security Agreement") between Atcom and PNC Bank, National Association (the "Bank"), Atcom has granted to the Bank a security interest in and to certain assets of Atcom; and

WHEREAS, pursuant to the provisions of the Security Agreement, Atcom is obligated to grant to the Bank a security interest in and to, among other things, the Trademark Collateral in order to secure the payment and performance of the Obligations, as such term is defined in the Security Agreement;

NOW, THEREFORE, in furtherance of and in order to confirm the security interest granted under the Security Agreement and intending that this Grant shall be recorded in the United States Patent and Trademark Office, Atcom does hereby grant to the Bank a security interest in all of its rights, title and interest in and to the Trademark Collateral, including all the goodwill of the Grantor associated with and represented by the Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits (hereinafter collectively referred to as "TRADEMARK RIGHTS").

ATCOM warrants and represents to the Bank that it is the true and lawful exclusive owner of the TRADEMARK RIGHTS and the interests herein granted; that it has full power and authority to make the within grant; that it has no notice of any suits or actions commenced or threatened against it with reference to the TRADEMARK RIGHTS or the interests granted herein; and that all interests granted herein are so granted free from all liens, charges and encumbrances of every kind and character.

The within grant to the Bank and all rights and privileges granted to the Bank hereunder are made by Atcom in furtherance of the provisions of the Security Agreement and in confirmation of the security interest granted thereunder and as security for all Obligations, as such terms is defined in the Security Agreement. Upon the occurrence of an Event of Default under any Loan Documents (as such term is defined in the Security Agreement), the Bank shall have the right to take and use the TRADEMARK RIGHTS; and, in the event of the occurrence of such Event of Default, Atcom shall, at the request of the Bank, execute such other further documents that the Bank may request to further confirm this and to transfer to the Bank ownership of the TRADEMARK RIGHTS in the United States Patent and Trademark Office and elsewhere, all without further consideration to Atcom.


The security interest herein granted shall terminate contemporaneously with the Security Agreement.

The parties hereto shall have the rights and remedies of a secured party and debtor, respectively, under the Uniform Commercial Code.

This Grant shall be binding upon Atcom and shall inure to the benefit of the Bank and its respective successors and assigns.

IN WITNESS WHEREOF, Atcom has caused these presents to be signed by its authorized officer and its corporate seal to be hereunto affixed as of this 3rd day of June, 1999.

ATCOM, INC.

By: 
Name: Neil R. Senturia
Title: Chairman

[SEAL]

STATE OF CALIFORNIA)

) s.s.:

COUNTY OF SAN DIEGO)

On the 3rd day of June, 1999 before me personally came Neil R. Senturia, to me known, who, being by me duly sworn, did depose and say that he is the Chairman of Atcom, Inc. described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is the corporate seal of such corporation; that is was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.



Notary Public

**SCHEDULE A TO GRANT OF SECURITY INTERESTS IN TRADEMARKS,
SERVICEMARKS, AND TRADENAMES TO SECURITY AGREEMENT -
TRADEMARKS**

ATCOM, Inc. - Registered Trademarks and ITU Applications for which
an Amendment to Allege Use or Statement of Use Has Been Accepted

Registration/ Serial No.	Mark	Registration/ Filing Date	Country
2,169,956	ATCOMINFO (Stylized)	Registered: June 30, 1998	United States
2,093,604	COMMUNICATIONS FOR WHENEVER YOU'RE @	Registered: September 2, 1997	United States
2,143,321	CYBERBOOTH	Registered: March 10, 1998	United States
2,194,180	Miscellaneous Design (Stylized Representation of a Man)	Registered: October 6, 1998	United States
2,157,374	E and Design	Registered: May 12, 1998	United States

ATCOM, Inc. - Pending Use Trademark Applications

Serial No.	Mark	Filing Date	Country
75/349,101	Miscellaneous Design (Configuration of an Obelisk)	August 29, 1997	United States
75/349,433	IPOINT	August 29, 1997	United States
75/512,997	IPOINT and Design	July 2, 1998	United States
Not yet assigned	INTERNET EVERYWHERE	April 12, 1999	United States
Not yet assigned	HOW ELSE CAN YOU GET INTERNET EVERYWHERE?	April 12, 1999	United States

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ATCOM, Inc. - Pending Foreign Trademark Applications

Application No.	Mark	Filing Date	Country
785111	IPOINT	February 10, 1999	Australia
868,865	IPOINT	February 10, 1998	Canada
748772	IPOINT	February 9, 1998	European Union
Not yet assigned	IPOINT	February 8, 1999	Japan
Not yet assigned	IPOINT	February 8, 1999	Mexico

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