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

1. Name of conveying party(ies): **Infonet Services Corporation**

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

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

3. Nature of conveyance:

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

Execution Date: August 17, 1999

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

Name: The Bank of Nova Scotia, as Administrative Agent  
 Internal Address: New York Agency  
 Street Address: One Liberty Plaza, 26th Floor  
 City: New York State: NY ZIP: 10006

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

Other Canadian-chartered bank acting through New York agent  
 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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) **1,094,312** and **927,925**

Additional numbers attached?  Yes  No

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

Name: Kristopher E. Ahrend, Esq.  
 Internal Address: Simpson Thacher & Bartlett  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: 425 Lexington Avenue  
 \_\_\_\_\_  
 \_\_\_\_\_  
 City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): ..... \$65.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_  
 \_\_\_\_\_  
 (Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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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.*

Kristopher E. Ahrend, Esq.  
Name of Person Signing

*K Ahrend*  
Signature

10/4/99  
Date

Total number of pages comprising cover sheet: 88

10/07/1999 DNGUYEN 00000265 1094312

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

01 FC:481 40.00 DP  
02 FC:482 25.00 DP

TRADEMARK  
REEL: 001972 FRAME: 0001

GUARANTEE AND COLLATERAL AGREEMENT, dated as of August 17, 1999, made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "Grantors"), in favor of THE BANK OF NOVA SCOTIA, as administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of August 17, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among INFONET SERVICES CORPORATION, a Delaware corporation (the "Borrower"), the Lenders, MERRILL LYNCH & CO., as lead arranger, book manager and syndication agent, the Administrative Agent, and SOCIETE GENERALE, as documentation agent.

**WITNESSETH:**

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower is a member of an affiliated group of companies that includes each other Grantor;

WHEREAS, the proceeds of the extensions of credit under the Credit Agreement will be used in part to enable the Borrower to make valuable transfers to one or more of the other Grantors in connection with the operation of their respective businesses;

WHEREAS, the Borrower and the other Grantors are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered this Agreement to the Administrative Agent for the ratable benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent, for the ratable benefit of the Lenders, as follows:

**SECTION 1. DEFINED TERMS**

1.1 Definitions. (a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement, and the following terms which are defined in the Uniform Commercial Code in effect in the State of New York on the date hereof are used herein as so defined: Accounts,

Chattel Paper, Documents, Equipment, Farm Products, Goods, Instruments, Inventory and Investment Property.

(b) The following terms shall have the following meanings:

**"Agreement"**: this Guarantee and Collateral Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

**"Borrower Credit Agreement Obligations"**: the collective reference to the unpaid principal of and interest on the Loans and Reimbursement Obligations and all other obligations and liabilities of the Borrower (including, without limitation, interest accruing at the then applicable rate provided in the Credit Agreement after the maturity of the Loans and Reimbursement Obligations and interest accruing at the then applicable rate provided in the Credit Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) to the Administrative Agent or any Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Credit Agreement, this Agreement, the other Loan Documents or, any Letter of Credit, or any other document made, delivered or given in connection therewith, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Administrative Agent or to the Lenders that are required to be paid by the Borrower pursuant to the terms of any of the foregoing agreements).

**"Borrower Hedge Agreement Obligations"**: the collective reference to all obligations and liabilities of the Borrower (including, without limitation, interest accruing at the then applicable rate provided in any Specified Hedge Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) to any Lender or any Affiliate of any Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, any Specified Hedge Agreement or any other document made, delivered or given in connection therewith, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the relevant Lender or Affiliate thereof that are required to be paid by the Borrower pursuant to the terms of any Specified Hedge Agreement).

**"Borrower Obligations"**: the collective reference to (i) the Borrower Credit Agreement Obligations, (ii) the Borrower Hedge Agreement Obligations, but only to the extent that, and only so long as, the Borrower Credit Agreement Obligations are secured and guaranteed pursuant hereto, and (iii) all other obligations and liabilities of the Borrower, whether direct or indirect, absolute or contingent, due or to become due, or

now existing or hereafter incurred, which may arise under, out of, or in connection with, this Agreement (including, without limitation, all fees and disbursements of counsel to the Administrative Agent or to the Lenders that are required to be paid by the Borrower pursuant to the terms of this Agreement).

**"Collateral"**: as defined in Section 3.

**"Collateral Account"**: any collateral account established by the Administrative Agent as provided in Section 6.1 or 6.4.

**"Copyrights"**: (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed in Schedule 6), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, and (ii) the right to obtain all renewals thereof.

**"Copyright Licenses"**: any written agreement naming any Grantor as licensor or licensee (including, without limitation, those listed in Schedule 6), granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.

**"Deposit Account"**: as defined in the Uniform Commercial Code of any applicable jurisdiction and, in any event, including, without limitation, any demand, time, savings, passbook or like account maintained with a depository institution.

**"Foreign Subsidiary"**: any Subsidiary organized under the laws of any jurisdiction outside the United States of America.

**"Foreign Subsidiary Voting Stock"**: the voting Capital Stock of any Foreign Subsidiary.

**"General Intangibles"**: all "general intangibles" as such term is defined in Section 9-106 of the Uniform Commercial Code in effect in the State of New York on the date hereof and, in any event, including, without limitation, with respect to any Grantor, all contracts, agreements, instruments and indentures in any form, and portions thereof, to which such Grantor is a party or under which such Grantor has any right, title or interest or to which such Grantor or any property of such Grantor is subject, as the same may from time to time be amended, supplemented or otherwise modified, including, without limitation, (i) all rights of such Grantor to receive moneys due and to become due to it thereunder or in connection therewith, (ii) all rights of such Grantor to damages arising thereunder and (iii) all rights of such Grantor to perform and to exercise all remedies thereunder, in each case to the extent the grant by such Grantor of a security interest pursuant to this Agreement in its right, title and interest in such contract, agreement, instrument or indenture is not prohibited by such contract, agreement, instrument or indenture without the consent of any other party thereto, would not give any other party to

such contract, agreement, instrument or indenture the right to terminate its obligations thereunder, or is permitted with consent if all necessary consents to such grant of a security interest have been obtained from the other parties thereto (it being understood that the foregoing shall not be deemed to obligate such Grantor to obtain such consents); provided, that the foregoing limitation shall not affect, limit, restrict or impair the grant by such Grantor of a security interest pursuant to this Agreement in any Receivable or any money or other amounts due or to become due under any such contract, agreement, instrument or indenture.

**"Guarantor Obligations"**: with respect to any Guarantor, all obligations and liabilities of such Guarantor which may arise under or in connection with this Agreement (including, without limitation, Section 2) or any other Loan Document to which such Guarantor is a party, in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Administrative Agent or to the Lenders that are required to be paid by such Guarantor pursuant to the terms of this Agreement or any other Loan Document).

**"Guarantors"**: the collective reference to each Grantor other than the Borrower.

**"Hedge Agreements"**: as to any Person, all interest rate swaps, caps or collar agreements or similar arrangements entered into by such Person providing for protection against fluctuations in interest rates or currency exchange rates or the exchange of nominal interest obligations, either generally or under specific contingencies.

**"Intellectual Property"**: the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

**"Intercompany Note"**: any promissory note evidencing loans made by any Grantor to the Borrower or any of its Subsidiaries.

**"Investment Property"**: the collective reference to (i) all "investment property" as such term is defined in Section 9-115 of the New York UCC (other than any Foreign Subsidiary Voting Stock excluded from the definition of "Pledged Stock") and (ii) whether or not constituting "investment property" as so defined, all Pledged Notes and all Pledged Stock.

**"Issuers"**: the collective reference to each issuer of a Pledged Security.

**"New York UCC"**: the Uniform Commercial Code as from time to time in effect in the State of New York.

**"Obligations"**: (i) in the case of the Borrower, the Borrower Obligations, and (ii) in the case of each Guarantor, its Guarantor Obligations.

**"Patents"**: (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to in Schedule 6, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to in Schedule 6, and (iii) all rights to obtain any reissues or extensions of the foregoing.

**"Patent License"**: all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule 6.

**"Pledged Notes"**: all promissory notes listed on Schedule 2, all Intercompany Notes at any time issued to any Grantor and all other promissory notes issued to or held by any Grantor (other than promissory notes issued in connection with extensions of trade credit by any Grantor in the ordinary course of business).

**"Pledged Securities"**: the collective reference to the Pledged Notes and the Pledged Stock.

**"Pledged Stock"**: the shares of Capital Stock listed on Schedule 2, together with any other shares, stock certificates, options or rights of any nature whatsoever in respect of the Capital Stock of any Person that may be issued or granted to, or held by, any Grantor while this Agreement is in effect; provided that in no event shall more than 65% of the total outstanding Foreign Subsidiary Voting Stock of any Foreign Subsidiary be required to be pledged hereunder.

**"Proceeds"**: all "proceeds" as such term is defined in Section 9-306(1) of the Uniform Commercial Code in effect in the State of New York on the date hereof and, in any event, shall include, without limitation, all dividends or other income from the Investment Property, collections thereon or distributions or payments with respect thereto.

**"Receivable"**: any right to payment for goods sold or leased or for services rendered, whether or not such right is evidenced by an Instrument or Chattel Paper and whether or not it has been earned by performance (including, without limitation, any Account).

**"Securities Act"**: the Securities Act of 1933, as amended.

**"Specified Hedge Agreement"**: any Hedge Agreement (a) entered into by (i) the Borrower or any of its Subsidiaries and (ii) any Lender or any Affiliate thereof or any Person that was a Lender or its Affiliate at the time of entry thereto, as counterparty, and

(b) which has been designated by such Lender and the Borrower, by notice to the Administrative Agent not later than 90 days after the execution and delivery by the Borrower or its Subsidiary thereof, as a Specified Hedge Agreement. The designation of any Hedge Agreement as a Specified Hedge Agreement shall not create in favor of the Lender or Affiliate thereof that is a party thereto any rights in connection with the management or release of any Collateral or any Guarantor Obligations.

**"Trademarks"**: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule 6, and (ii) the right to obtain all renewals thereof.

**"Trademark License"**: any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 6.

**"Vehicles"**: all cars, trucks, trailers, construction and earth moving equipment and other vehicles covered by a certificate of title law of any state and, in any event including, without limitation, the vehicles listed on Schedule 7 and all tires and other appurtenances to any of the foregoing.

1.2 **Other Definitional Provisions.** The words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section and Schedule references are to this Agreement unless otherwise specified.

(a) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(b) Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor's Collateral or the relevant part thereof.

## SECTION 2. GUARANTEE

2.1 **Guarantee.** (a) Each of the Guarantors hereby, jointly and severally, unconditionally and irrevocably, guarantees to the Administrative Agent, for the ratable benefit of the Lenders and their respective successors, indorsees, transferees and assigns, the prompt and complete payment and performance by the Borrower when due (whether at the stated maturity, by acceleration or otherwise) of the Borrower Obligations.

(b) Anything herein or in any other Loan Document to the contrary notwithstanding, the maximum liability of each Guarantor hereunder and under the other Loan Documents shall in no event exceed the amount which can be guaranteed by such Guarantor under applicable federal and state laws relating to the insolvency of debtors (after giving effect to the right of contribution established in Section 2.2).

(c) Each Guarantor agrees that the Borrower Obligations may at any time and from time to time exceed the amount of the liability of such Guarantor hereunder without impairing the guarantee contained in this Section 2 or affecting the rights and remedies of the Administrative Agent or any Lender hereunder.

(d) The guarantee contained in this Section 2 shall remain in full force and effect until all the Borrower Obligations (other than contingent indemnification and reimbursement obligations) and the obligations of each Guarantor under the guarantee contained in this Section 2 shall have been satisfied by payment in full, no Letter of Credit shall be outstanding and the Commitments shall be terminated, notwithstanding that from time to time during the term of the Credit Agreement the Borrower may be free from any Borrower Obligations.

(e) No payment made by the Borrower, any of the Guarantors, any other guarantor or any other Person or received or collected by the Administrative Agent or any Lender from the Borrower, any of the Guarantors, any other guarantor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Borrower Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Guarantor hereunder which shall, notwithstanding any such payment (other than any payment made by such Guarantor in respect of the Borrower Obligations or any payment received or collected from such Guarantor in respect of the Borrower Obligations), remain liable for the Borrower Obligations up to the maximum liability of such Guarantor hereunder until the Borrower Obligations (other than contingent indemnification and reimbursement obligations) are paid in full, no Letter of Credit shall be outstanding and the Commitments are terminated.

**2.2 Right of Contribution.** Each Guarantor hereby agrees that to the extent that a Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Guarantor shall be entitled to seek and receive contribution from and against any other Guarantor hereunder which has not paid its proportionate share of such payment. Each Guarantor's right of contribution shall be subject to the terms and conditions of Section 2.3. The provisions of this Section 2.2 shall in no respect limit the obligations and liabilities of any Guarantor to the Administrative Agent and the Lenders, and each Guarantor shall remain liable to the Administrative Agent and the Lenders for the full amount guaranteed by such Guarantor hereunder.

**2.3 No Subrogation.** Notwithstanding any payment made by any Guarantor hereunder or any set-off or application of funds of any Guarantor by the Administrative Agent or any Lender, no Guarantor shall be entitled to be subrogated to any of the rights of the



Administrative Agent or any Lender against the Borrower or any other Guarantor or any collateral security or guarantee or right of offset held by the Administrative Agent or any Lender for the payment of the Borrower Obligations, nor shall any Guarantor seek or be entitled to seek any contribution or reimbursement from the Borrower or any other Guarantor in respect of payments made by such Guarantor hereunder, until all amounts owing to the Administrative Agent and the Lenders by the Borrower on account of the Borrower Obligations (other than contingent indemnification and reimbursement obligations) are paid in full, no Letter of Credit shall be outstanding and the Commitments are terminated. If any amount shall be paid to any Guarantor on account of such subrogation rights at any time when all of the Borrower Obligations (other than contingent indemnification and reimbursement obligations) shall not have been paid in full, such amount shall be held by such Guarantor in trust for the Administrative Agent and the Lenders, segregated from other funds of such Guarantor, and shall, forthwith upon receipt by such Guarantor, be turned over to the Administrative Agent in the exact form received by such Guarantor (duly indorsed by such Guarantor to the Administrative Agent, if required), to be applied against the Borrower Obligations, whether matured or unmatured, in such order as the Administrative Agent may determine.

2.4 Amendments, etc. with respect to the Obligations. Each Guarantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against any Guarantor and without notice to or further assent by any Guarantor, any demand for payment of any of the Borrower Obligations made by the Administrative Agent or any Lender may be rescinded by the Administrative Agent or such Lender and any of the Borrower Obligations continued, and the Borrower Obligations, or the liability of any other Person upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by the Administrative Agent or any Lender, and the Credit Agreement and the other Loan Documents and any other documents executed and delivered in connection therewith may be amended, modified, supplemented or terminated, in whole or in part, as the Administrative Agent (or the Required Lenders or all Lenders, as the case may be) may deem advisable from time to time, and any collateral security, guarantee or right of offset at any time held by the Administrative Agent or any Lender for the payment of the Borrower Obligations may be sold, exchanged, waived, surrendered or released. Neither the Administrative Agent nor any Lender shall have any obligation to protect, secure, perfect or insure any Lien at any time held by it as security for the Borrower Obligations or for the guarantee contained in this Section 2 or any property subject thereto.

2.5 Guarantee Absolute and Unconditional. Each Guarantor waives any and all notice of the creation, renewal, extension or accrual of any of the Borrower Obligations and notice of or proof of reliance by the Administrative Agent or any Lender upon the guarantee contained in this Section 2 or acceptance of the guarantee contained in this Section 2; the Borrower Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon the guarantee contained in this Section 2; and all dealings between the Borrower and any of the Guarantors, on the one hand, and the Administrative Agent and the Lenders, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon the guarantee contained in this Section 2. Each Guarantor waives diligence, presentment, protest, demand for

payment and notice of default or nonpayment to or upon the Borrower or any of the Guarantors with respect to the Borrower Obligations. Each Guarantor understands and agrees that the guarantee contained in this Section 2 shall be construed as a continuing, absolute and unconditional guarantee of payment without regard to (a) the validity or enforceability of the Credit Agreement or any other Loan Document, any of the Borrower Obligations or any other collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by the Administrative Agent or any Lender, (b) any defense, set-off or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by the Borrower or any other Person against the Administrative Agent or any Lender, or (c) any other circumstance whatsoever (with or without notice to or knowledge of the Borrower or such Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of the Borrower for the Borrower Obligations, or of such Guarantor under the guarantee contained in this Section 2, in bankruptcy or in any other instance. When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any Guarantor, the Administrative Agent or any Lender may, but shall be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as it may have against the Borrower, any other Guarantor or any other Person or against any collateral security or guarantee for the Borrower Obligations or any right of offset with respect thereto, and any failure by the Administrative Agent or any Lender to make any such demand, to pursue such other rights or remedies or to collect any payments from the Borrower, any other Guarantor or any other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of the Borrower, any other Guarantor or any other Person or any such collateral security, guarantee or right of offset, shall not relieve any Guarantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Administrative Agent or any Lender against any Guarantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

2.6 Reinstatement. The guarantee contained in this Section 2 shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Borrower Obligations is rescinded or must otherwise be restored or returned by the Administrative Agent or any Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Borrower or any Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

2.7 Payments. Each Guarantor hereby guarantees that payments hereunder will be paid to the Administrative Agent without set-off or counterclaim in Dollars at the Payment Office specified in the Credit Agreement.

### SECTION 3. GRANT OF SECURITY INTEREST

Each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Lenders (and any Affiliates of any Lender to which Hedge Agreement Obligations are

owing), a security interest in, all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligation:

- (a) all Accounts;
- (b) all Chattel Paper;
- (c) all Deposit Accounts and all Collateral Accounts;
- (d) all Documents;
- (e) all Equipment;
- (f) all General Intangibles;
- (g) all Instruments;
- (h) all Intellectual Property;
- (i) all Inventory;
- (j) all Investment Property;
- (k) all Vehicles;
- (l) all Goods and other property not otherwise described above;
- (m) all books and records pertaining to the Collateral; and

(n) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided that Collateral shall not include (i) the Borrower's new headquarters building located at 2160 East Grand Avenue, El Segundo, California 90245 and the furniture and fixtures therein and thereto and the Borrower's data center located at 11700 Montgomery Road, Beltsville, Maryland 20705, (ii) the Capital Stock and assets of NTC, (iii) the Capital Stock and assets of Infonet Belgium, (iv) any personal property, tangible or intangible, of any Foreign Subsidiary and (v) any tangible personal property of any Domestic Subsidiary located outside the United States. In addition, for purposes of this Agreement, Collateral shall not include Vehicles of any Grantor covered by a certificate of title and/or ownership.

## SECTION 4. REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby represents and warrants to the Administrative Agent and each Lender that:

4.1 **Representations in Credit Agreement.** In the case of each Guarantor, the representations and warranties set forth in Section 4 of the Credit Agreement as they relate to such Guarantor or to the Loan Documents to which such Guarantor is a party, each of which is hereby incorporated herein by reference, are true and correct, and the Administrative Agent and each Lender shall be entitled to rely on each of them as if they were fully set forth herein, provided that each reference in each such representation and warranty to the Borrower's knowledge shall, for the purposes of this Section 4.1, be deemed to be a reference to such Guarantor's knowledge.

4.2 **Title; No Other Liens.** Except for the security interest granted to the Administrative Agent for the ratable benefit of the Lenders pursuant to this Agreement and the other Liens permitted to exist on the Collateral by the Credit Agreement, such Grantor owns each item of the Collateral free and clear of any and all Liens. No financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as have been filed in favor of the Administrative Agent, for the ratable benefit of the Lenders, pursuant to this Agreement or as are permitted by the Credit Agreement.

4.3 **Perfected First Priority Liens.** The security interests granted pursuant to this Agreement (a) upon completion of the filings and other actions specified on Schedule 3 (which, in the case of all filings and other documents referred to on said Schedule, except as described under the caption "Other Actions" on such Schedule, have been delivered to the Administrative Agent in completed and duly executed form) will constitute valid perfected security interests in all of the Collateral in favor of the Administrative Agent, for the ratable benefit of the Lenders, as collateral security for such Grantor's Obligations, enforceable in accordance with the terms hereof against all creditors of such Grantor and any Persons purporting to purchase any Collateral from such Grantor, and are prior to all other Liens on the Collateral in existence on the date hereof except for (i) unrecorded Liens permitted by the Credit Agreement which have priority over the Liens on the Collateral by operation of law and (ii) other Liens, if any, that the Credit Agreement permits to exist on the Collateral.

4.4 **Chief Executive Office.** On the date hereof, such Grantor's jurisdiction of organization and the location of such Grantor's chief executive office or sole place of business are specified on Schedule 4.

4.5 **Inventory and Equipment.** On the date hereof, the Inventory and the Equipment (other than mobile goods) of such Grantor are kept at the locations listed on Schedule 5.

4.6 **Farm Products.** None of the Collateral constitutes, or is the Proceeds of, Farm Products.

4.7 **Pledged Securities.** (a) The shares of Pledged Stock pledged by such Grantor hereunder constitute all the issued and outstanding shares of all classes of the Capital Stock of each Issuer owned by such Grantor or, in the case of Foreign Subsidiary Voting Stock, if less, 65% of the outstanding Foreign Subsidiary Voting Stock of each relevant Issuer.

(b) All the shares of the Pledged Stock have been duly and validly issued and are fully paid and nonassessable.

(c) Each of the Pledged Notes constitutes the legal, valid and binding obligation of the obligor with respect thereto, enforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

(d) Such Grantor is the record and beneficial owner of, and has good and marketable title to, the Pledged Stock pledged by it hereunder, free of any and all Liens or options in favor of, or claims of, any other Person, except the security interest created by this Agreement and other Liens permitted to exist under the Credit Agreement.

4.8 **Receivables.** (a) No material amount payable to such Grantor under or in connection with any Receivable is evidenced by any Instrument or Chattel Paper which has not been delivered to the Administrative Agent.

(b) None of the obligors on any Receivables is a Governmental Authority.

(c) The amounts represented by such Grantor to the Lenders from time to time as owing to such Grantor in respect of the Receivables will at such times be materially accurate.

4.9 **Intellectual Property.** (a) Schedule 6 lists all material Intellectual Property owned by such Grantor in its own name on the date hereof.

(b) On the date hereof, all material Intellectual Property of such Grantor described on Schedule 6 is valid, subsisting, unexpired and enforceable, has not been abandoned and does not to its knowledge infringe the intellectual property rights of any other Person.

(c) Except as set forth in Schedule 6, on the date hereof, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor.

(d) No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any

Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

(e) No action or proceeding is pending, or, to the knowledge of such Grantor, threatened, on the date hereof (i) seeking to limit, cancel or question the validity of any Intellectual Property or such Grantor's ownership interest therein, or (ii) which, if adversely determined, would have a material adverse effect on the value of any Intellectual Property.

4.10 Vehicles. As of the date hereof, the aggregate book value of all Vehicles owned by all Grantors is \$0.

## SECTION 5. COVENANTS

Each Grantor covenants and agrees with the Administrative Agent and the Lenders that, from and after the date of this Agreement until the Obligations (other than any contingent indemnification or reimbursement obligations) shall have been paid in full, no Letter of Credit shall be outstanding and the Commitments shall have terminated:

5.1 Covenants in Credit Agreement. In the case of each Guarantor, such Guarantor shall take, or shall refrain from taking, as the case may be, each action that is necessary to be taken or not taken, as the case may be, so that no Default or Event of Default is caused by the failure to take such action or to refrain from taking such action by such Guarantor or any of its Subsidiaries.

5.2 Delivery of Instruments and Chattel Paper. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument (other than checks or drafts received in the ordinary course of business), Certificated Security or Chattel Paper, such Instrument, Certificated Security or Chattel Paper shall be immediately delivered to the Administrative Agent, duly indorsed in a manner reasonably satisfactory to the Administrative Agent, to be held as Collateral pursuant to this Agreement.

5.3 Maintenance of Insurance. (a) Such Grantor will maintain, with financially sound and reputable companies, insurance policies (i) insuring the Inventory, Equipment and Vehicles against loss by fire, explosion, theft and such other casualties as may be reasonably satisfactory to the Administrative Agent and (ii) to the extent reasonably requested by the Administrative Agent, insuring such Grantor, the Administrative Agent and the Lenders against liability for personal injury and property damage relating to such Inventory, Equipment and Vehicles, such policies to be in at least such amounts, in such form and have such coverage as are usual in the same general area by the same general companies engaged in the same or a similar business.

(b) All such insurance shall (i) provide that no cancellation, material reduction in amount or material change in coverage thereof shall be effective until at least 30 days after receipt by the Administrative Agent of written notice thereof, (ii) name the Administrative Agent as insured party or loss payee, (iii) if reasonably requested by the Administrative Agent, include a

breach of warranty clause and (iv) be reasonably satisfactory in all other respects to the Administrative Agent.

(c) The Borrower shall deliver to the Administrative Agent and the Lenders a report of a reputable insurance broker with respect to such insurance substantially concurrently with the delivery by the Borrower to the Administrative Agent of its audited financial statements for each fiscal year and such supplemental reports with respect thereto as the Administrative Agent may from time to time reasonably request.

5.4 Payment of Obligations. Such Grantor will pay and discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all taxes, assessments and governmental charges or levies imposed upon the Collateral or in respect of income or profits therefrom, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Collateral, except that no such charge need be paid if the amount or validity thereof is currently being contested in good faith by appropriate proceedings, reserves in conformity with GAAP with respect thereto have been provided on the books of such Grantor and such proceedings could not reasonably be expected to result in the sale, forfeiture or loss of any material portion of the Collateral or any interest therein.

5.5 Maintenance of Perfected Security Interest; Further Documentation

(a) Such Grantor shall maintain the security interest created by this Agreement as a perfected security interest having at least the priority described in Section 4.3 and shall defend such security interest against the claims and demands of all Persons whomsoever.

(b) Such Grantor will furnish to the Administrative Agent and the Lenders from time to time statements and schedules further identifying and describing the assets and property of such Grantor and such other reports in connection with the Collateral as the Administrative Agent may reasonably request, all in reasonable detail, provided that unless an Event of Default shall have occurred and be continuing, the Administrative Agent shall make no more than two such requests in any twelve-month period.

(c) At any time and from time to time, upon the written request of the Administrative Agent, and at the sole expense of such Grantor, such Grantor will promptly and duly execute and deliver, and have recorded, such further instruments and documents and take such further actions as the Administrative Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, (i) the filing of any financing or continuation statements under the Uniform Commercial Code (or other similar laws) in effect in any jurisdiction with respect to the security interests created hereby and (ii) in the case of Investment Property, Deposit Accounts and any other relevant Collateral, taking any actions necessary to enable the Administrative Agent to obtain "control" (within the meaning of the applicable Uniform Commercial Code) with respect thereto (or, in the case of Deposit Accounts, taking sole dominion and control thereof).

**5.6 Changes in Locations, Name, etc.** Such Grantor will not, except upon 15 days' prior written notice to the Administrative Agent and delivery to the Administrative Agent of (a) all additional executed financing statements and other documents reasonably requested by the Administrative Agent to maintain the validity, perfection and priority of the security interests provided for herein and (b) if applicable, a written supplement to Schedule 5 showing any additional location at which Inventory or Equipment (other than mobile goods) included in the Collateral shall be kept and as to which an additional action shall be required in order to maintain the perfection or priority of the Administrative Agent's Lien thereon:

(i) permit any of the Inventory or Equipment (other than mobile goods) included in the Collateral to be kept at a location other than those listed on Schedule 5 or a location in respect of which no additional actions shall be required in order to maintain the perfection or priority of the Administrative Agent's Lien thereon;

(ii) change its jurisdiction of organization or the location of its chief executive office or sole place of business from that referred to in Section 4.4; provided that from and after December 1, 1999, such Grantor's principal place of business shall be located at the address designated by such Grantor from and after such date on Schedule 4; or

(iii) change its name, identity or corporate structure to such an extent that any financing statement filed by the Administrative Agent in connection with this Agreement would become seriously misleading;

provided, however, that such Grantor shall not be required to comply with the preceding requirements with respect to Inventory and Equipment owned by it the aggregate amount of which is not material. Such Grantor shall deliver to the Administrative Agent, not less than quarterly, a written supplement to Schedule 5 showing any additional locations at which Inventory or Equipment included in the Collateral shall be kept.

**5.7 Notices.** Such Grantor will advise the Administrative Agent and the Lenders promptly, in reasonable detail, of:

(a) any Lien (other than security interests created hereby or Liens permitted under the Credit Agreement) on any of the Collateral which would materially adversely affect the ability of the Administrative Agent to exercise any of its remedies hereunder; and

(b) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the security interests created hereby.

**5.8 Investment Property.** (a) If such Grantor shall become entitled to receive or shall receive any stock certificate (including, without limitation, any certificate representing a stock dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), option or rights in respect of the Capital Stock of any Issuer, whether in addition to, in substitution of, as a conversion of, or



in exchange for, any shares of the Pledged Stock, or otherwise in respect thereof, such Grantor shall accept the same as the agent of the Administrative Agent and the Lenders, hold the same in trust for the Administrative Agent and the Lenders and deliver the same forthwith to the Administrative Agent in the exact form received, duly indorsed by such Grantor to the Administrative Agent, if required, together with an undated stock power covering such certificate duly executed in blank by such Grantor to be held by the Administrative Agent, subject to the terms hereof, as additional collateral security for the Obligations. Any sums paid upon or in respect of the Pledged Securities upon the liquidation or dissolution of any Issuer shall be paid over to the Administrative Agent to be held by it hereunder as additional collateral security for the Obligations, and in case any distribution of capital shall be made on or in respect of the Pledged Securities or any property shall be distributed upon or with respect to the Pledged Securities pursuant to the recapitalization or reclassification of the capital of any Issuer or pursuant to the reorganization thereof, the property so distributed shall, unless otherwise subject to a perfected security interest in favor of the Administrative Agent, be delivered to the Administrative Agent to be held by it hereunder as additional collateral security for the Obligations. If any sums of money or property so paid or distributed in respect of the Pledged Securities shall be received by such Grantor, such Grantor shall, until such money or property is paid or delivered to the Administrative Agent, hold such money or property in trust for the Lenders, segregated from other funds of such Grantor, as additional collateral security for the Obligations.

(b) Without the prior written consent of the Administrative Agent, such Grantor will not (i) vote to enable, or take any other action to permit, any Issuer to issue any stock or other equity securities of any nature or to issue any other securities convertible into or granting the right to purchase or exchange for any stock or other equity securities of any nature of any Issuer except to a Grantor or as required by law, in each case, to the extent that the Administrative Agent acquires a perfected security interest therein, (ii) sell, assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Pledged Stock or securities entitlements in respect of equity securities constituting Investment Property or Proceeds thereof (except pursuant to a transaction expressly permitted by the Credit Agreement), (iii) create, incur or permit to exist any Lien or option in favor of, or any claim of any Person with respect to, any of the Pledged Stock or securities entitlements in respect of equity securities constituting Investment Property or Proceeds thereof, or any interest therein, except for the security interests created by this Agreement or as otherwise permitted under the Credit Agreement or (iv) enter into any agreement or undertaking restricting the right or ability of such Grantor or the Administrative Agent to sell, assign or transfer any of the Pledged Securities or Proceeds thereof.

(c) In the case of each Grantor which is an Issuer, such Issuer agrees that (i) it will be bound by the terms of this Agreement relating to the Pledged Stock issued by it and will comply with such terms insofar as such terms are applicable to it, (ii) it will notify the Administrative Agent promptly in writing of the occurrence of any of the events described in Section 5.8(a) with respect to the Pledged Stock issued by it and (iii) the terms of Sections 6.3(c) and 6.7 shall apply to it, *mutatis mutandis*, with respect to all actions that may be required of it pursuant to Section 6.3(c) or 6.7 with respect to the Pledged Stock issued by it.

**5.9 Receivables.** (a) Other than in the ordinary course of business consistent with the past practice of the Borrower and its Subsidiaries, such Grantor will not (i) grant any extension of the time of payment of any Receivable, (ii) compromise or settle any Receivable for less than the full amount thereof, (iii) release, wholly or partially, any Person liable for the payment of any Receivable, (iv) allow any credit or discount whatsoever on any Receivable or (v) amend, supplement or modify any Receivable in any manner that could adversely affect the value thereof.

(b) Such Grantor will deliver to the Administrative Agent a copy of each material demand, notice or document received by it that questions or calls into doubt the validity or enforceability of more than 10% of the aggregate amount of the then outstanding Receivables.

**5.10 Intellectual Property.** (a) Such Grantor (either itself or through licensees) will (i) continue to use each material Trademark owned by it on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under such Trademark, (iii) use such Trademark with the appropriate notice of registration and all other notices and legends required by applicable Requirements of Law, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless the Administrative Agent, for the ratable benefit of the Lenders, shall obtain a perfected security interest in such mark pursuant to this Agreement, and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby such Trademark may become invalidated or impaired in any way.

(b) Such Grantor (either itself or through licensees) will not do any act, or omit to do any act, whereby any material Patent may become forfeited, abandoned or dedicated to the public.

(c) Such Grantor (either itself or through licensees) (i) will employ each material Copyright and (ii) will not (and will not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any material portion of the Copyrights may become invalidated or otherwise impaired. Such Grantor will not (either itself or through licensees) do any act whereby any material portion of the Copyrights may fall into the public domain.

(d) Such Grantor (either itself or through licensees) will not do any act that knowingly uses any material Intellectual Property to infringe the intellectual property rights of any other Person.

(e) Such Grantor will notify the Administrative Agent and the Lenders promptly if it knows, or has reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court or tribunal in any country)

regarding such Grantor's ownership of, or the validity of, any material Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

(f) Whenever such Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, such Grantor shall report such filing to the Administrative Agent within 15 Business Days after the last day of the fiscal quarter in which such filing occurs. Upon request of the Administrative Agent, such Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents, and papers as the Administrative Agent may request to evidence the Administrative Agent's and the Lenders' security interest in any Copyright, Patent or Trademark and the goodwill and general intangibles of such Grantor relating thereto or represented thereby.

(g) Such Grantor will take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office or the United States Copyright Office, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the material Intellectual Property, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(h) In the event that any material Intellectual Property is infringed, misappropriated or diluted by a third party, such Grantor shall (i) take such actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Intellectual Property and (ii) if such Intellectual Property is of material economic value, promptly notify the Administrative Agent after it learns thereof and, if such Grantor deems reasonably appropriate, sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution.

## SECTION 6. REMEDIAL PROVISIONS

6.1 Certain Matters Relating to Receivables. (a) The Administrative Agent shall have the right to make test verifications of the Receivables in any manner and through any medium that it reasonably considers advisable, and each Grantor shall furnish all such assistance and information as the Administrative Agent may require in connection with such test verifications. At any time and from time to time after the occurrence and during the continuance of an Event of Default, upon the Administrative Agent's request and at the expense of the relevant Grantor, such Grantor shall cause independent public accountants or others satisfactory to the Administrative Agent to furnish to the Administrative Agent reports showing reconciliations, aging and test verifications of, and trial balances for, the Receivables. Unless an Event of Default shall have occurred and the Administrative Agent shall make test verifications no more than two times in any twelve-month period.

(b) The Administrative Agent hereby authorizes each Grantor to collect such Grantor's Receivables, subject to the Administrative Agent's direction and control, and the Administrative Agent may curtail or terminate said authority at any time after the occurrence and

during the continuance of an Event of Default. If required by the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, any payments of Receivables, when collected by any Grantor, (i) shall be forthwith (and, in any event, within two Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Administrative Agent if required, in a Collateral Account maintained under the sole dominion and control of the Administrative Agent, subject to withdrawal by the Administrative Agent for the account of the Lenders only as provided in Section 6.5, and (ii) until so turned over, shall be held by such Grantor in trust for the Administrative Agent and the Lenders, segregated from other funds of such Grantor. Unless requested more frequently by the Administrative Agent, the Borrower shall supply the Administrative Agent with a weekly report identifying in reasonable detail the nature and source of the payments included in the deposits made during such week pursuant to the preceding sentence.

(c) If required by the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, each Grantor shall deliver to the Administrative Agent all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Receivables, including, without limitation, all original orders, invoices and shipping receipts.

6.2 Communications with Obligors: Grantors Remain Liable. (a) The Administrative Agent in its own name or in the name of others may at any time after the occurrence and during the continuance of an Event of Default communicate with obligors under the Receivables to verify with them to the Administrative Agent's satisfaction the existence, amount and terms of any Receivables.

(b) Upon the request of the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, each Grantor shall notify obligors on the Receivables that the Receivables have been assigned to the Administrative Agent for the ratable benefit of the Lenders and that payments in respect thereof shall be made directly to the Administrative Agent.

(c) Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each of the Receivables to observe and perform all the conditions and obligations, if any, to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. Neither the Administrative Agent nor any Lender shall have any obligation or liability under any Receivable (or any agreement giving rise thereto) by reason of or arising out of this Agreement or the receipt by the Administrative Agent or any Lender of any payment relating thereto, nor shall the Administrative Agent or any Lender be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Receivable (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

**6.3 Pledged Securities.** (a) Unless an Event of Default shall have occurred and be continuing and the Administrative Agent shall have given notice to the relevant Grantor of the Administrative Agent's intent to exercise its corresponding rights pursuant to Section 6.3(b), each Grantor shall be permitted to receive all cash dividends paid in respect of the Pledged Stock and all payments made in respect of the Pledged Notes, in each case paid in the normal course of business of the relevant Issuer and consistent with past practice, to the extent permitted in the Credit Agreement, and to exercise all voting and corporate rights with respect to the Pledged Securities; provided, however, that no vote shall be cast or corporate right exercised or other action taken which, in the Administrative Agent's reasonable judgment, would impair the value of the Collateral or which would result in any violation of any provision of the Credit Agreement, this Agreement or any other Loan Document.

(b) If an Event of Default shall occur and be continuing and the Administrative Agent shall give notice of its intent to exercise such rights to the relevant Grantor or Grantors, (i) the Administrative Agent shall have the right to receive any and all cash dividends, payments or other Proceeds paid in respect of the Pledged Securities and make application thereof to the Obligations in the order set forth in Section 6.5, and (ii) any or all of the Pledged Securities shall be registered in the name of the Administrative Agent or its nominee, and the Administrative Agent or its nominee may thereafter exercise (x) all voting, corporate and other rights pertaining to such Pledged Securities at any meeting of shareholders of the relevant Issuer or Issuers or otherwise and (y) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Pledged Securities as if it were the absolute owner thereof (including, without limitation, the right to exchange at its discretion any and all of the Pledged Securities upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate structure of any Issuer, or upon the exercise by any Grantor or the Administrative Agent of any right, privilege or option pertaining to such Pledged Securities, and in connection therewith, the right to deposit and deliver any and all of the Pledged Securities with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Administrative Agent may determine), all without liability except to account for property actually received by it, but the Administrative Agent shall have no duty to any Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing.

(c) Each Grantor hereby authorizes and instructs each Issuer of any Pledged Securities pledged by such Grantor hereunder to (i) comply with any instruction received by it from the Administrative Agent in writing that (x) states that an Event of Default has occurred and is continuing and (y) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that each Issuer shall be fully protected in so complying, and (ii) upon the occurrence and during the continuance of an Event of Default, pay any dividends or other payments with respect to the Pledged Securities directly to the Administrative Agent.

**6.4 Proceeds to be Turned Over To Administrative Agent.** In addition to the rights of the Administrative Agent and the Lenders specified in Section 6.1 with respect to payments of Receivables, if an Event of Default shall occur and be continuing, all Proceeds received by any Grantor consisting of cash and checks shall be held by such Grantor in trust for

the Administrative Agent and the Lenders, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to the Administrative Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the Administrative Agent, if required). All Proceeds received by the Administrative Agent hereunder shall be held by the Administrative Agent in a Collateral Account maintained under its sole dominion and control. All Proceeds while held by the Administrative Agent in a Collateral Account (or by such Grantor in trust for the Administrative Agent and the Lenders) shall continue to be held as collateral security for all the Obligations and shall not constitute payment thereof until applied as provided in Section 6.5.

**6.5 Application of Proceeds.** At such intervals as may be agreed upon by the Borrower and the Administrative Agent, or, if an Event of Default shall have occurred and be continuing, at any time at the Administrative Agent's election, the Administrative Agent may, notwithstanding the provisions of Section 2.12 of the Credit Agreement, apply all or any part of Proceeds constituting Collateral realized through the exercise by the Administrative Agent of its remedies hereunder, whether or not held in any Collateral Account, and any proceeds of the guarantee set forth in Section 2, in payment of the Obligations in the following order:

**First**, to pay incurred and unpaid fees and expenses of the Administrative Agent under the Loan Documents;

**Second**, to the Administrative Agent, for application by it towards payment of amounts then due and owing and remaining unpaid in respect of the Obligations, pro rata among the Lenders according to the amounts of the Obligations then due and owing and remaining unpaid to the Lenders;

**Third**, to the Administrative Agent, for application by it towards prepayment of the Obligations, pro rata among the Lenders according to the amounts of the Obligations then held by the Lenders; and

**Fourth**, any balance of such Proceeds remaining after the Obligations (other than any contingent indemnification or reimbursement obligations) shall have been paid in full, no Letters of Credit shall be outstanding and the Commitments shall have terminated shall be paid over to the Borrower or to whomsoever may be lawfully entitled to receive the same.

**6.6 Code and Other Remedies.** If an Event of Default shall occur and be continuing, the Administrative Agent, on behalf of the Lenders, may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the New York UCC or any other applicable law, in each case to the extent permitted by applicable law. Without limiting the generality of the foregoing, the Administrative Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived to the extent permitted by applicable law), may, to the extent permitted by

applicable law, in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Administrative Agent or any Lender or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Administrative Agent or any Lender shall have the right, to the extent permitted by applicable law, upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Grantor, which right or equity is hereby waived and released to the extent permitted by applicable law. Each Grantor further agrees, at the Administrative Agent's request, to the extent permitted by applicable law, to assemble the Collateral and make it available to the Administrative Agent at places which the Administrative Agent shall reasonably select, whether at such Grantor's premises or elsewhere. The Administrative Agent shall apply the net proceeds of any action taken by it pursuant to this Section 6.6, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Administrative Agent and the Lenders hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in such order as the Administrative Agent may elect, and only after such application and after the payment by the Administrative Agent of any other amount required by any provision of law, including, without limitation, Section 9-504(1)(c) of the New York UCC, need the Administrative Agent account for the surplus, if any, to any Grantor. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands it may acquire against the Administrative Agent or any Lender arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, to the extent permitted by applicable law, such notice shall be deemed reasonable and proper if given at least 20 days before such sale or other disposition.

6.7 Registration Rights. (a) If the Administrative Agent shall determine to exercise its right to sell any or all of the Pledged Stock pursuant to Section 6.6, and if in the opinion of the Administrative Agent it is necessary or advisable to have the Pledged Stock, or that portion thereof to be sold, registered under the provisions of the Securities Act, the relevant Grantor will cause the Issuer thereof to (i) execute and deliver, and cause the directors and officers of such Issuer to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts as may be, in the opinion of the Administrative Agent, necessary or advisable to register the Pledged Stock, or that portion thereof to be sold, under the provisions of the Securities Act, (ii) use its best efforts to cause the registration statement relating thereto to become effective and to remain effective for a period of one year from the date of the first public offering of the Pledged Stock, or that portion thereof to be sold, and (iii) make all amendments thereto and/or to the related prospectus which, in the opinion of the Administrative Agent, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the SEC applicable thereto. Each Grantor agrees to use its best efforts to cause such Issuer to comply with the provisions of the securities or "Blue Sky" laws of any and all jurisdictions which the Administrative Agent shall designate and to make available to

its security holders, as soon as practicable, an earnings statement (which need not be audited) which will satisfy the provisions of Section 11(a) of the Securities Act.

(b) Each Grantor recognizes that the Administrative Agent may be unable to effect a public sale of any or all the Pledged Stock, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws, applicable laws of any foreign jurisdiction or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Administrative Agent shall be under no obligation to delay a sale of any of the Pledged Stock for the period of time necessary to permit the Issuer thereof to register such securities for public sale under the Securities Act, or under applicable state securities laws, even if such Issuer would agree to do so.

(c) Each Grantor agrees to use its best efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of all or any portion of the Pledged Stock pursuant to this Section 6.7 valid and binding and in compliance with any and all other applicable Requirements of Law. Each Grantor further agrees that a breach of any of the covenants contained in this Section 6.7 will cause irreparable injury to the Administrative Agent and the Lenders, that the Administrative Agent and the Lenders have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 6.7 shall be specifically enforceable against such Grantor, and, to the maximum extent permitted by applicable law, such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred and is continuing under the Credit Agreement or a defense of payment.

(d) For purposes of this Section 6.7 only, Pledged Stock shall include only such Pledged Stock issued by Issuers organized under the laws of the United States or any state thereof and in respect of which the Issuer is a Grantor or controlled by a Grantor.

6.8 Waiver; Deficiency. Each Guarantor waives and agrees not to assert any rights or privileges which it may acquire under Section 9-112 of the New York UCC. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay its Obligations and the fees and disbursements of any attorneys employed by the Administrative Agent or any Lender to collect such deficiency.

## SECTION 7. THE ADMINISTRATIVE AGENT

7.1 Administrative Agent's Appointment as Attorney-in-Fact, etc. (a) Each Grantor hereby irrevocably constitutes and appoints the Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such



Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives the Administrative Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do any or all of the following:

(i) in the name of such Grantor or its own name, or otherwise, take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Receivable or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Administrative Agent for the purpose of collecting any and all such moneys due under any Receivable or with respect to any other Collateral whenever payable;

(ii) in the case of any Intellectual Property, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Administrative Agent may request to evidence the Administrative Agent's and the Lenders' security interest in such Intellectual Property and the goodwill and general intangibles of such Grantor relating thereto or represented thereby;

(iii) pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, effect any repairs or any insurance called for by the terms of this Agreement and pay all or any part of the premiums therefor and the costs thereof;

(iv) execute, in connection with any sale provided for in Section 6.6 or 6.7, any indorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(v) (1) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct; (2) ask or demand for, collect, and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (3) sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (4) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral; (5) defend any suit, action or proceeding brought against such Grantor with respect to any Collateral; (6) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Administrative Agent may deem appropriate; (7) assign any Copyright, Patent or Trademark (along with the goodwill of the business to which any such Copyright, Patent or Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Administrative Agent shall in its sole discretion determine;

and (8) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes, and do, at the Administrative Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things which the Administrative Agent deems necessary to protect, preserve or realize upon the Collateral and the Administrative Agent's and the Lenders' security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

Anything in this Section 7.1 (a) to the contrary notwithstanding, the Administrative Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section 7.1(a) unless an Event of Default shall have occurred and be continuing.

(b) If any Grantor fails to timely perform or comply with any of its agreements contained herein, the Administrative Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement.

(c) The expenses of the Administrative Agent incurred in connection with actions undertaken as provided in this Section 7.1, together with interest thereon at a rate per annum equal to the rate per annum at which interest would then be payable on past due Revolving Credit Loans that are Base Rate Loans under the Credit Agreement, from the date of payment by the Administrative Agent to the date reimbursed by the relevant Grantor, shall be payable by such Grantor to the Administrative Agent on demand.

(d) Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

**7.2 Duty of Administrative Agent.** The Administrative Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the New York UCC or otherwise, shall be to deal with it in the same manner as the Administrative Agent deals with similar property for its own account. Neither the Administrative Agent, any Lender nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof except to release the Collateral or any part thereof as required by the Credit Agreement. The powers conferred on the Administrative Agent and the Lenders hereunder are solely to protect the Administrative Agent's and the Lenders' interests in the Collateral and shall not impose any duty upon the Administrative Agent or any Lender to exercise any such powers. The Administrative Agent and the Lenders shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

7.3 **Execution of Financing Statements.** Pursuant to Section 9-402 of the New York UCC and any other applicable law, each Grantor authorizes the Administrative Agent to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of such Grantor in such form and in such offices as the Administrative Agent reasonably determines appropriate to perfect the security interests of the Administrative Agent under this Agreement. A photographic or other reproduction of this Agreement shall be sufficient as a financing statement or other filing or recording document or instrument for filing or recording in any jurisdiction.

7.4 **Authority of Administrative Agent.** Each Grantor acknowledges that the rights and responsibilities of the Administrative Agent under this Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Administrative Agent and the Lenders, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Administrative Agent and the Grantors, the Administrative Agent shall be conclusively presumed to be acting as agent for the Lenders with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

## SECTION 8. MISCELLANEOUS

8.1 **Amendments in Writing.** None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by each affected Grantor and the Administrative Agent, provided that any provision of this Agreement imposing obligations on any Grantor may be waived by the Administrative Agent in a written instrument executed by the Administrative Agent in accordance with Section 10.1 of the Credit Agreement.

8.2 **Notices.** All notices, requests and demands to or upon the Administrative Agent or any Guarantor hereunder shall be effected in the manner provided for in Section 10.2 of the Credit Agreement; provided that any such notice, request or demand to or upon any Guarantor shall be addressed to such Guarantor at its notice address set forth on Schedule 1 or such other address as may be notified to the Administrative Agent from time to time.

8.3 **No Waiver by Course of Conduct; Cumulative Remedies.** Neither the Administrative Agent nor any Lender shall by any act (except by a written instrument pursuant to Section 8.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Administrative Agent or any Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Administrative Agent or such Lender would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be

exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

**8.4 Enforcement Expenses; Indemnification.** (a) Each Guarantor agrees to pay, or reimburse each Lender and the Administrative Agent for, all its reasonable costs and expenses incurred in collecting against such Guarantor under the guarantee contained in Section 2 or otherwise enforcing or preserving any rights under this Agreement and the other Loan Documents to which such Guarantor is a party, including, without limitation, the fees and disbursements of counsel to each Lender and of counsel to the Administrative Agent.

(b) Each Guarantor agrees to pay, and to save the Administrative Agent and the Lenders harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Agreement.

(c) Each Guarantor agrees to pay, and to save the Administrative Agent and the Lenders harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement to the extent the Borrower would be required to do so pursuant to Section 10.5 of the Credit Agreement.

(d) The agreements in this Section shall survive repayment of the Obligations and all other amounts payable under the Credit Agreement and the other Loan Documents.

**8.5 Successors and Assigns.** This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Administrative Agent and the Lenders and their successors and assigns; provided that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Administrative Agent except in a merger or other combination permitted under the Credit Agreement.

**8.6 Set-Off.** Each Grantor hereby irrevocably authorizes the Administrative Agent and each Lender at any time and from time to time while an Event of Default shall have occurred and be continuing, without notice to such Grantor or any other Grantor, any such notice being expressly waived by each Grantor, to set-off and appropriate and apply any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by the Administrative Agent or such Lender to or for the credit or the account of such Grantor, or any part thereof in such amounts as the Administrative Agent or such Lender may elect, against and on account of the obligations and liabilities of such Grantor to the Administrative Agent or such Lender hereunder and claims of every nature and description of the Administrative Agent or such Lender against such Grantor, in any currency, whether arising hereunder, under the Credit Agreement, any other Loan Document or otherwise, as the Administrative Agent or such Lender may elect, whether or

not the Administrative Agent or any Lender has made any demand for payment and although such obligations, liabilities and claims may be contingent or unmatured. The Administrative Agent and each Lender shall notify such Grantor promptly of any such set-off and the application made by the Administrative Agent or such Lender of the proceeds thereof, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Administrative Agent and each Lender under this Section are in addition to other rights and remedies (including, without limitation, other rights of set-off) which the Administrative Agent or such Lender may have.

8.7 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

8.8 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.9 Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

8.10 Integration. This Agreement and the other Loan Documents represent the agreement of the Grantors, the Administrative Agent and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent or any Lender relative to subject matter hereof and thereof not expressly set forth or referred to herein or in the other Loan Documents.

**8.11 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

8.12 Submission To Jurisdiction; Waivers. Each Grantor hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the Courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Grantor at its address referred to in Section 8.2 or at such other address of which the Administrative Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

**8.13 Acknowledgements.** Each Grantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party;

(b) neither the Administrative Agent nor any Lender has any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Grantors, on the one hand, and the Administrative Agent and Lenders, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Grantors and the Lenders.

**8.14 Additional Grantors.** Each Subsidiary of the Borrower that is required to become a party to this Agreement pursuant to Section 6.10(c) of the Credit Agreement shall become a Grantor for all purposes of this Agreement upon execution and delivery by such Subsidiary of an Assumption Agreement in the form of Annex 1 hereto.

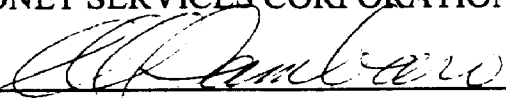
**8.15 Releases.** (a) At such time as the Loans, the Reimbursement Obligations and the other Obligations (other than Borrower Hedge Agreement Obligations and contingent indemnification and reimbursement obligations) shall have been paid in full, the Commitments have been terminated and no Letters of Credit shall be outstanding, the Collateral shall be automatically released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, the Administrative Agent shall deliver promptly to such Grantor any Collateral held by the Administrative Agent hereunder, and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination and release of Collateral.

(b) If any of the Collateral shall be sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Credit Agreement, then the Administrative Agent, at the request and sole expense of such Grantor, shall execute and deliver promptly to such Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Collateral. At the request and sole expense of the Borrower, a Guarantor shall be released from its obligations hereunder in the event that all the Capital Stock of such Guarantor held by any Grantor shall be sold, transferred or otherwise disposed of in a transaction permitted by the Credit Agreement; provided that the Borrower shall have delivered to the Administrative Agent, at least five Business Days prior to the date of the proposed release, a written request for release identifying the relevant Guarantor and the terms of the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by the Borrower stating that such sale, transfer or disposition is in compliance with the Credit Agreement and the other Loan Documents.

**8.16 WAIVER OF JURY TRIAL. EACH GRANTOR AND, BY ACCEPTANCE OF THE BENEFITS HEREOF, EACH AGENT AND EACH LENDER, HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.**

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

INFONET SERVICES CORPORATION

By:   
Title: *Senior VP and Secretary*


IINS, INC.

By:   
Title: *Secretary*

ESG COMMUNICATIONS INCORPORATED

By: \_\_\_\_\_  
Title:

INFONET BROADBAND SERVICES CORPORATION

By:   
Title: *Secretary*



IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

INFONET SERVICES CORPORATION

By: \_\_\_\_\_  
Title:

INS, INC.

By: \_\_\_\_\_  
Title:

ESG COMMUNICATIONS INCORPORATED

By: John C. Hoff  
Title: President

INFONET BROADBAND SERVICES CORPORATION

By: \_\_\_\_\_  
Title:

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ASSUMPTION AGREEMENT, dated as of \_\_\_\_\_, 199\_, made by \_\_\_\_\_, a \_\_\_\_\_ corporation (the "Additional Grantor"), in favor of THE BANK OF NOVA SCOTIA, as administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (the "Lenders") parties to the Credit Agreement referred to below. All capitalized terms not defined herein shall have the meaning ascribed to them in such Credit Agreement.

**WITNESSETH:**

WHEREAS, Infonet Services Corporation, a Delaware corporation (the "Borrower"), the Lenders, Merrill Lynch & Co., as lead arranger, book manager and syndication agent, the Administrative Agent, and Société Générale, as documentation agent, have entered into a Credit Agreement, dated as of August 17, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Subsidiaries (other than the Additional Grantor) have entered into the Guarantee and Collateral Agreement, dated as of August 17, 1999 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Administrative Agent for the benefit of the Lenders;

WHEREAS, the Credit Agreement requires the Additional Grantor to become a party to the Guarantee and Collateral Agreement; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Guarantee and Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Guarantee and Collateral Agreement. By executing and delivering this Assumption Agreement, the Additional Grantor, as provided in Section 8.14 of the Guarantee and Collateral Agreement, hereby becomes a party to the Guarantee and Collateral Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor thereunder. The information set forth in Annex 1-A hereto is hereby added to the information set forth in Schedules \_\_\_\_\_\* to the Guarantee and Collateral

\* Refer to each Schedule which needs to be supplemented.

Agreement. The Additional Grantor hereby represents and warrants that each of the representations and warranties contained in Section 4 of the Guarantee and Collateral Agreement is true and correct on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.

**2. GOVERNING LAW. THIS ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONAL GRANTOR]

By: \_\_\_\_\_  
Name:  
Title:

ACKNOWLEDGEMENT AND CONSENT\*

The undersigned hereby acknowledges receipt of a copy of the Guarantee and Collateral Agreement dated as of \_\_\_\_\_, 1999 (the "Agreement"), made by the Grantors parties thereto for the benefit of The Bank of Nova Scotia, as Administrative Agent. The undersigned agrees for the benefit of the Administrative Agent and the Lenders as follows:

1. The undersigned will be bound by the terms of the Agreement and will comply with such terms insofar as such terms are applicable to the undersigned.

2. The undersigned will notify the Administrative Agent promptly in writing of the occurrence of any of the events described in Section 5.8(a) of the Agreement.

3. The terms of Sections 6.3(a) and 6.7 of the Agreement shall apply to it, mutatis mutandis, with respect to all actions that may be required of it pursuant to Section 6.3(a) or 6.7 of the Agreement.

[NAME OF ISSUER]

By \_\_\_\_\_

Title \_\_\_\_\_

Address for Notices:

\_\_\_\_\_

Fax: \_\_\_\_\_

\* To be completed by Issuers which (i) are controlled by a Grantor and (ii) is not itself a Grantor

NOTICE ADDRESSES OF GUARANTORS

For each Guarantor:

On or before December 1, 1999:

2100 East Grand Avenue  
El Segundo, California 90245  
Tel: (310) 335-2810  
Fax: (310) 322-6229  
Attention: Chief Financial Officer

After December 1, 1999:

2160 East Grand Avenue  
El Segundo, California 90245  
Tel: (310) 335-2810  
Fax: (310) 322-6229  
Attention: Chief Financial Officer

## DESCRIPTION OF PLEDGED SECURITIES

**Pledged Stock:**

<u>Issuer</u>	<u>Class of Stock</u>	<u>Stock Certificate No.</u>	<u>No. of Shares</u>	<u>Issuer's Jurisdiction</u>
IINS, Inc.	common	2	1,000	Delaware
ESG Communications Incorporated	common	1	100	Delaware
Infonet Broadband Services Corporation	common	1	100	Delaware
Infonet Software Solutions	common preferred	C-1 P-1	57,856 525	Canada
Infonet China Ltd.	N/A	uncertificated	N/A	China
Infonet Italia Spa		uncertificated	N/A	Italy
Infonet UK Ltd.	A Ordinary Shares B Ordinary Shares	11 13	92,625 92,625	U.K.
Infonet France S.A.	"actions"	uncertificated	N/A	France
Infonet NVSA		uncertificated	N/A	Belgium
Infonet Services de Comunicaciones S.A. de CV		uncertificated	N/A	Mexico
Interpac Luxembourg S.A.		uncertificated	N/A	Luxembourg
Infonet Taiwan Co. Ltd.		uncertificated	N/A	Taiwan
IBSC Limited		2	65	U.K.
Siam Infotel Co. Ltd.		uncertificated	N/A	Thailand

<u>Issuer</u>	<u>Class of Stock</u>	<u>Stock Certificate No.</u>	<u>No. of Shares</u>	<u>Issuer's Jurisdiction</u>
Infonet Deutschland GmbH		uncertificated	N/A	Germany
OY Infonet Finland Ltd.		uncertificated	N/A	Finland
Infonet Portugal, Servicos de Valor Acrescentado, Lda.	quota	uncertificated	5 million escudos	Portugal
Infonet (Switzerland) Ltd.		uncertificated	200	Switzerland
Infonet Telecom AS		uncertificated	N/A	Norway
Infocom		uncertificated	N/A	Russia
InfoGlobe		uncertificated	N/A	Korea

FILINGS AND OTHER ACTIONS  
REQUIRED TO PERFECT SECURITY INTERESTS

Uniform Commercial Code Filings

See Schedule 4.22 (a)-1 to the Credit Agreement.

Copyright, Patent and Trademark Filings

In addition to the UCC filings set forth on Schedule 4.22(a)-1 to the Credit Agreement, filings will be required with respect to each Grantor in the United States Copyright Office, the United States Patent and Trademark Office and in the appropriate filing offices in jurisdictions outside the United States.

Actions with respect to Pledged Stock

1. File UCC-1 financing statements in the Office of the Secretary of State of the State of California. The required filings are included on Schedule 4.22 (a)-1 to the Credit Agreement.
2. With respect to certificated securities included in the Pledged Stock, the Grantors should deliver such certificated securities to the Administrative Agent in the State of New York.
3. With respect to uncertificated securities included in the Pledged Stock, the Grantors should take all actions necessary under the law of the issuer's jurisdiction (as specified in Section 8-110(d) of the New York Uniform Commercial Code). The law of the issuer's jurisdiction is the jurisdiction where the applicable Issuer is organized or, if permitted, the law of another jurisdiction specified by the Issuer. For purposes of this Agreement, the issuer's jurisdiction of each Issuer is the jurisdiction appearing next to such Issuer's name under the caption "Issuer's Jurisdiction" on Schedule 2.

Other Actions

1. Deposit Accounts. Perfect by the Administrative Agent obtaining exclusive dominion and control over such Accounts and upon delivery to the Administrative Agent of indispensable instruments in respect of such Accounts.
2. Vehicles. Perfect by noting the Administrative Agent's lien on the relevant certificates of title or ownership and by taking such other steps as are required under the certificate of title or ownership statute(s) in the jurisdiction(s) in which the Vehicles are located.



3. Investment Property. With respect to uncertificated securities included in the Investment Property, the Grantors should take all actions necessary under the law of the issuer's jurisdiction (as specified in Section 8-110(d) of the New York Uniform Commercial Code). The law of the issuer's jurisdiction is the jurisdiction where the applicable Issuer is organized or, if permitted, the law of another jurisdiction specified by the Issuer.

JURISDICTION OF ORGANIZATION AND LOCATION OF CHIEF EXECUTIVE OFFICE

<u>Grantor</u>	<u>Jurisdiction of Organization</u>	<u>Location of Chief Executive Office</u>
Infonet Services Corporation	Delaware	2100 East Grand Avenue El Segundo, California 90245
ESG Communications Incorporated	Delaware	2100 East Grand Avenue El Segundo, California 90245
Infonet Broadband Services Corporation	Delaware	2100 East Grand Avenue El Segundo, California 90245
IINS, Inc.	Delaware	2100 East Grand Avenue El Segundo, California 90245

U.S. LOCATIONS OF INVENTORY AND EQUIPMENT

Grantor

Locations

Infonet Services Corporation

1320 E. Franklin Avenue  
El Segundo, CA 90245

1825 S. Grant St., Suite 635  
San Mateo, CA 94402

19191 S. Vermont Ave.  
Torrance, CA 90502

2100 E. Grand Ave.  
El Segundo, CA 90245

21350 Cabot Blvd.  
Hayward, CA 94545

274 Brannan St., Suite 402  
San Francisco, CA

3515 Sunrise Blvd., #22  
Rancho Cordova, CA 95742

200 Park Avenue  
Danbury, CT

16120 N.W. 13<sup>th</sup> Avenue  
Miami, FL 33169

1000 Circle 75 Parkway  
Atlanta, GA 30339

165 Boulevard Southeast  
Atlanta, GA

501 63rd Street, Bldg. C  
Downers Grove, IL 60516

One Parkview Plaza, Suite 610  
Oakbrook Terrace, IL 60181

1 Gateway Center  
Newton, MA 02158

9 Waltron Street  
Waltham, MA

11700 Montgomery Road  
Beltsville, MD 20705

220 Bagley Ave., Suite B26  
Detroit, MI

10 S. 6th St., Suite 700  
Minneapolis, MN 55402

4245 N. Lister  
Kansas City, MO 64117

201 Route 17 N., 2<sup>nd</sup> Fl.  
Rutherford, NJ 07070

555 Route 1 S., 4<sup>th</sup> Fl.  
Iselin, NJ

67 Walnut Ave., Suite 301  
Clark, NJ

744 Broad Street, 3<sup>rd</sup> Fl.  
Newark, NJ

1155 Avenue of the Americas  
NY, NY 10017

425 Lexington Avenue, 14<sup>th</sup> Fl.  
NY, NY

530 Fifth Avenue, 18<sup>th</sup> Fl.  
NY, NY 10036

1204 Pood Drive  
Batavia, OH

401 N. Broad Street  
Philadelphia, PA

1020 Hilltop Dr.  
Wimberly, TX

15570 N. Dallas Parkway  
Dallas, TX 75201

2001 Bryan Street  
Dallas, TX 75201

2001 Bryan Tower, Suite 590  
Dallas, TX 75201

2323 Bryan Street  
Dallas, TX 75201

9803 Canterhorst Circle  
Houston, TX 77065

14200 Park Meadow Dr.  
Chantilly, VA 20151

4206 Technology Court  
Chantilly, VA 20151

14200 SE 272<sup>nd</sup> St.  
Kent, WA 98031

1885 SE Lynch Road  
Shelton, WA

3224 152nd Street  
Lynnwood, WA

4610 200th Street SW, Suite C  
Lynnwood, WA

ESG Communications Incorporated

111 Pavonia Avenue  
Jersey City, NJ

201 Route 17 North, 2<sup>nd</sup> Floor  
Rutherford, NJ 07070

111 8th Avenue  
New York, NY 10036

1080 NW 163rd Drive  
POP 3 Suite 1  
Miami, FL

2150 E. Grand Avenue  
El Segundo, CA

Infonet Broadband Services Corporation

None

IINS, Inc.

None

70 countries

## INFONET SERVICES CORPORATION INVENTORY

## CASE 1960 - INFONET

United States	-	Serial No.	355,155
		Filed:	March 26, 1970
		Reg. No.	927925
		Issued:	January 25, 1972
		Renewed:	December, 1991
		Class:	42
		Serial No.:	120,835
		Filed:	March 29, 1977
		Reg. No.	1,094,312
		Issued:	June 27, 1978
		Renewal Due	June 27, 1998
		Class:	9
Argentina	-	Application No.	1,513,155
		Filed:	November 7, 1985
		Reg. No.:	1203849
		Issued:	May 8, 1986
		Renewed:	May 8, 1996
		Class	38
Australia	-	Reg. No.:	A326810
		Issued:	February 1990
		Renewal Due:	February 1, 2000
		Class	42
Austria	-	Serial No.:	AM 1724/70
		Filed:	July 27, 1970
		Reg. No.:	68.260
		Issued:	January 28, 1971
		Renewed:	January 1991
		Classes:	9, 16, 35
Bahrain	-	Serial No.:	610
		Filed:	August 10, 1988
		Reg. No.:	610
		Issued:	August 30, 1988
		Renewed:	August 1993
		Class:	42
Belarus	-	Serial No.:	00750-3
		Filed:	April 20, 1994
		Reg. No.:	3839
		Issued:	August 5, 1993
		Class:	38
Benelux	-	Serial No.:	709.671
		Filed:	December 29, 1971
		Class:	42

Benelux - Serial No.: 6.184  
Filed: June 14, 1971  
Reg. No.: 42.976  
Issued: June 14, 1971  
Renewed: June 1990  
Classes: 9 and 16

Bolivia - Serial No.: 0156  
Filed: January 16, 1995  
Class: 38

Brazil - Serial No.: 006925707  
Filed: May 10, 1988  
Reg. No.: 006925707  
Issued: May 10, 1989  
Renewal No.: 1232/06925707

Canada - Serial No.: 600.088  
Filed: February 3, 1988  
Reg. No.: 374137  
Issued: October 12, 1990  
Class: 38

Chile - Serial No. 106.492  
Filed: January 12, 1988  
ABANDONED

China - Serial No.: 94109675  
Filed: October 16, 1994  
Reg. No.: 1570  
Issued: 1995  
Class: 38

Colombia - Serial No.: 501  
Filed: January 6, 1995  
Reg. No.: 175805  
Issued: June 16, 1995  
Class: 38

Costa Rica - Reg. No.: 81.218  
Issued: November 2, 1992

Czech - Reg. No.: 176198  
Issued: November 18, 1991  
Class: 38

Denmark - Serial No.: 2848/70  
Filed: July 20, 1970  
Reg. No.: 1401/71  
Issued: May 28, 1971  
Classes: 9,16,35,42

Ecuador - Serial No.: 51973  
Filed: October 19, 1994  
Reg. No.: 1259/95  
Issued: December 22, 1995  
Class: 38



Latavia -	Serial No.:	M-94-2173
	Filed:	October 12, 1994
	Reg. No.:	M36199
	Issued:	October 12, 1994
	Class:	38
Lithuania -	Serial No.:	15170
	Filed:	April 30, 1993
	Reg. No.:	23521
	Issued:	September 10, 1993
	Class:	38
Luxemburg -	Reg. No.:	28,229- Refiled Benelux
	Issued:	July 27, 1970
Macao -	Serial No.:	14107
	Filed:	October 19, 1994
	Reg. No.:	14107M
	Issued:	August 10, 1995
	Class:	38
Malaysia -	Reg. No.:	83/0251
	Issued:	April 23, 1989
	Class:	9
Mexico	Serial No.:	252.824
	Filed:	
	Class:	38
Norway -	Refiled as Infonet Notice	
Nicaragua -	Reg. No.:	24140CC
	Issued:	October 12, 1993
	Class:	38
Panama -	Reg. No.:	065586
	Issued:	March 31, 1995
	Class:	42
Poland -	Serial No.;	Z-139.026
	Filed:	October 19, 1994
	Class:	38
Peru -	Serial No.:	263470
	Filed:	October 19, 1994
	Class:	38
Portugal -	Reg. No.:	248.240
	Issued:	April 30, 1992
	Class:	38
Russia -	Serial No.:	151710
	Filed:	May 2, 1992
	Reg. No.:	112945
	Issued:	February 5, 1992
	Class:	38

Saudi Arabia - Reg. No.: 357/95  
Issued: March, 1995  
Class: 38

Singapore- Reg. No.: 5953/83  
Issued: November 16, 1990  
Class: 9

Singapore - Serial No.: 3203/93  
Filed: October 1995  
Class: 38

Slovak Republic- Reg. No.: 173603  
Issued: November 18, 1991  
Class: 38

South Africa - Reg. No.: 72/5371  
Issued: October 24, 1972  
Class: 35

Reg. No.: 72/5372  
Issued: October 24, 1972  
Class: 38

Reg. No.: 72/5373  
Issued: October 24, 1972  
Class: 42

South Korea - Serial No.: 83-1039  
Filed: November 17, 1983  
Reg. No.: 5122  
Issued: April 16, 1985  
Class: 112

Sweden - Serial No.: 3191/70  
Filed: July 22, 1970  
Reg. No.: 134,961  
Issued: April 30, 1971  
Classes: 16,42

Switzerland - Serial No.: 4250  
Filed: July 21, 1970  
Reg. No.: 247.260  
Issued: July 21, 1970  
Renewed: July 1990  
Classes: 9,16

Serial No.: 6514/1993.1  
Filed: April 15, 1993  
Reg. No.: 412,951  
Issued: September 21, 1994

Reg. No.: 395.151  
Issued: September 19, 1992

Serial No.: 424.888  
Filed: March 11, 1994  
Class: 38

Taiwan - Reg. No.: 15710  
 Issued: March 1, 1985  
 Class: 8

Thailand - Serial No.: 176,838  
 Filed: May 26, 1988  
 Reg. No.: 176838/129414  
 Issued: January 25, 1993  
 Class: 39

Turkey - Serial No.: 10038/91  
 Filed: November 25, 1991  
 Reg. No.: 132976  
 Issued: November 1991

Ukraine - Serial No.: 94113991/T  
 Filed: November 29, 1994  
 Class: 38

Uruguay - Serial No.: 208,938  
 Filed: November 8, 1995  
 Reg. No.: 228349  
 Issued: February 5, 1992  
 Classes: 29,38

## United Arab Emirates

Serial No.: 9832  
 Filed: March 1994  
 Reg. No.: 11812  
 Issued: April 1, 1995  
 Class: 38

West Germany -Serial No.: C 20 540/9 WZ  
 Filed: April 3, 1970  
 Reg. No.: 880,539  
 Issued; April 26, 1971  
 Classes: 9, 16

Serial No.: C 29 035/42  
 Filed: January 3, 1980  
 Reg. No.: 1.033 892/42  
 Issued: March 3, 1990  
 Class: 42

## INFONET - CASE 1960-1

Brazil - Reg. No.: 1232/0676.887  
 Issued: September 25, 1978  
 Renewed: September, 1988  
 Class: 9

Reg. No.: 1632/0676886  
 Issued: Sepember 1978  
 Class: 37

Mexico -	Serial No.:	129.417
	Filed:	September 13, 1978
	Reg. No.:	222.250
	Issued:	February 22, 1979
	Renewed:	September 6, 1988
	Class:	9
Phillipines -	Serial No.:	33,001
	Filed:	August 4, 1977
	Reg. No.:	30.238
	Issued:	October 14, 1981
	Renewed:	October 1992
	Class:	16
Spain -	Serial No.:	621.612
	Filed:	July 30, 1970
	Reg. No.:	621.612
	Issued:	January 18, 1973
Venezuela -	Serial No.:	2841
	Filed:	April 21, 1977
	Reg. No.:	91.485-F
	Issued:	July 13, 1979
	Renewed:	November 1994
	Class:	38

## INFONET - CASE 1960-2

Brazil -	Serial No.:	18191/77
	Filed:	July 11, 1977
	Reg. No.:	1632/0676.886
	Issued:	September 25, 1978
	Renewed:	September, 1988
	Class:	37
Mexico -	Reg. No.:	5989/84
	Issued:	September 13, 1983
	Class:	75
Phillipines -	Reg. No.:	28078
	Issued:	December 20, 1979
	Class:	42
Spain -	Reg. No.:	621.613
	Issued:	February 17, 1975
	Class:	35
Venezuela -	Reg. No.:	14.416-D
	Issued:	June 4, 1979
	Class:	50

## INFONET - Case 1960 D1

Japan -	Reg. No.:	1333615
	Issued:	May 8, 1978
	Class:	25
	Reg. No.:	1392392
	Issued:	September 28, 1979
	Class:	26

INTELLECTUAL PROPERTY

I. Copyrights and Copyright Licenses:

None

II. Patents and Patent Licenses:

Infonet has a pending patent application which addresses the transmission of multi-media applications (data, voice, fax and video) over global networks. The patent application has file number 08/657756 and was filed with the Patent and Trademark Office on May 31, 1996.

III. Trademarks and Trademark Licenses:

See Annex A attached hereto.

In addition, pursuant to its representative agreements with its affiliates, the Borrower has granted such affiliates the non-transferable right and authorization to use certain Infonet trademarks or service marks within its territory.

**INFONET Intellectual Property (Global)  
as of May 14, 1998**

ANNEX A TO  
SCHEDULE 6

**ARGENTINA**

INFONET  
INTERPAC  
NOTICE

**AUSTRALIA**

GLOBAL CONNECT  
INFOLAN  
INFONET  
INFONET NOTICE  
INTERPAC  
NOTICE  
ORION NETWORK SOLUTIONS  
PERSPEXION  
THE WORLD NETWORK

**AUSTRIA**

EUROEDI  
INFONET  
NOTICE

**AZERBAIJAN**

GLOBAL CONNECT  
INFONET  
NOTICE  
THE WORLD NETWORK

**BAHRAIN**

INFONET  
INTERPAC  
NOTICE

**BELARUS, REPUBLIC OF**

GLOBAL CONNECT  
INFONET  
NOTICE  
THE WORLD NETWORK

**BELGIUM**

INFONET

TRADEMARK

REEL: 001972 FRAME: 0054

**BENELUX**

EUROEDI  
GLOBAL CONNECT  
INFOLAN  
INFONET  
INTERPAC  
NOTICE  
ORION NETWORK SOLUTIONS  
PERSPEXION  
THE WORLD NETWORK

**BOLIVIA**

INFONET

**BRAZIL**

INFONET  
INTERPAC

**BRUNEI**

INTERPAC

**CANADA**

GLOBAL CONNECT  
INFOLAN  
INFONET  
INTERPAC  
ORION NETWORK SOLUTIONS  
PERSPEXION  
THE WORLD NETWORK

**CHILI**

INFONET  
INTERPAC  
NOTICE

**CHINA**

GLOBAL CONNECT  
INFONET  
THE WORLD NETWORK

**COLUMBIA**

INFONET

TRADEMARK

REEL: 001972 FRAME: 0055

**COSTA RICA**  
INFONET

**CZECH REPUBLIC**  
EUROEDI  
INFONET  
NOTICE

**DENMARK**  
GLOBAL CONNECT  
INFONET  
INTERPAC  
NOTICE  
THE WORLD NETWORK

**ECUADOR**  
INFONET

**EGYPT**  
INFONET  
NOTICE

**EL SALVADOR**  
INFONET

**ESTONIA, REPUBLIC OF**  
INFONET

**FINLAND**  
GLOBAL CONNECT  
INFONET  
INFONET GLOBAL CONNECT  
INFONET NOTICE  
THE WORLD NETWORK

**FRANCE**  
EUROEDI  
GLOBAL CONNECT  
INFOLAN  
INFONET  
INTERPAC  
ORION NETWORK SOLUTIONS  
PERSPEXION  
THE WORLD NETWORK



**GERMANY**

EUROEDI  
GLOBAL CONNECT  
INFOLAN  
INFONET  
INFONET NOTICE  
INFONET THE WORLD NETWORK  
INTERPAC  
ORION NETWORK SOLUTIONS  
PERSPEXION  
THE WORLD NETWORK

**GREAT BRITAIN**

EUROEDI  
GLOBAL CONNECT  
INFOLAN  
INFONET  
INFONET GLOBAL CONNECT  
INFONET NOTICE  
INTERPAC  
ORION NETWORK SOLUTIONS  
PERSPEXION  
THE WORLD NETWORK

**GREECE**

INFONET  
INTERPAC  
NOTICE

**GUATAMALA**

INFONET

**HOLLAND (THE NETHERLANDS)**

INFONET  
INTERPAC

**HONDURAS**

INFONET

**HONG KONG**

GLOBAL CONNECT  
INFONET  
INTERPAC  
ORION NETWORK SOLUTIONS  
PERSPEXION  
THE WORLD NETWORK

TRADEMARK

REEL: 001972 FRAME: 0057

**HUNGARY**  
EUROEDI  
INFONET

**ICELAND**  
POWER OF ATTORNEY FORM ONLY - 1988

**INDIA**  
INFONET

**INDONESIA**  
INFONET  
INTERPAC  
NOTICE

**IRELAND**  
GLOBAL CONNECT  
INFONET  
INTERPAC  
NOTICE

**ISRAEL**  
INFONET  
NOTICE

**ITALY**  
EUROEDI  
GLOBAL CONNECT  
INFONET  
INTERPAC  
WORLD NETWORK

**JAPAN**  
GLOBAL CONNECT  
INFOLAN  
INFONET  
INTERPAC  
NOTICE  
ORION NETWORK SOLUTIONS  
THE WORLD NETWORK

**KOREA**

GLOBAL CONNECT  
INFONET  
INFONET NOTICE  
INTERPAC  
THE WORLD NETWORK

**LATVIA, REPUBLIC OF**  
INFONET

**LITHUANIA**  
INFONET  
NOTICE

**LUXEMBOURG**  
INFONET

**MALAYSIA**  
INFONET  
INTERPAC  
NOTICE

**MEXICO**  
INFONET  
INTERPAC  
NOTICE

**NEW ZEALAND**  
INFONET NOTICE  
INTERPAC

**NICARAGUA**  
INFONET

**NORWAY**  
GLOBAL CONNECT  
INFONET  
INTERPAC  
THE WORLD NETWORK

**PANAMA**  
INFONET

**PERU**  
INFONET

**PHILIPPINES**  
INFONET  
INTERPAC  
NOTICE

**POLAND**  
EUROEDI  
INFONET

**PORTUGAL**  
EUROEDI  
INFONET  
INFONET NOTICE  
INTERPAC  
NOTICE

**RUSSIA**  
EUROEDI  
GLOBAL CONNECT  
INFONET  
NOTICE  
WORLD NETWORK

**SAUDI ARABIA**  
INFONET

**SINGAPORE**  
GLOBAL CONNECT  
INFOLAN  
INFONET  
INTERPAC  
NOTICE  
ORION NETWORK SOLUTIONS  
THE WORLD NETWORK

**SLOVAK REPUBLIC**  
INFONET  
NOTICE

**SOUTH AFRICA**

GLOBAL CONNECT  
INFONET  
INTERPAC  
THE WORLD NETWORK

**SPAIN**

EUROEDI  
GLOBAL CONNECT  
INFOLAN  
INFONET  
INTERPAC  
ORION NETWORK SOLUTIONS  
PERSPEXION  
THE WORLD NETWORK

**SWEDEN**

EUROEDI  
GLOBAL CONNECT  
INFOLAN  
INFONET  
INFONET GLOBAL CONNECT  
INFONET NOTICE  
INTERPAC  
ORION NETWORK SOLUTIONS  
PERSPEXION  
THE WORLD NETWORK

**SWITZERLAND**

EUROEDI  
GLOBAL CONNECT  
INFONET  
INFONET INFOLAN  
INFONET GLOBAL CONNECT  
INFONET NOTICE  
INTERPAC  
ORION NETWORK SOLUTIONS  
PERSPEXION  
INFONET THE WORLD NETWORK  
THE WORLD NETWORK

**TAIWAN**

GLOBAL CONNECT  
INFONET  
INTERPAC  
NOTICE  
THE WORLD NETWORK

TRADEMARK

REEL: 001972 FRAME: 0061

**THAILAND**  
INFONET  
INTERPAC  
NOTICE

**UKRAINE**  
INFONET

**UNITED ARAB IMIRATES**  
INFONET

**URUGUAY**  
INFONET  
INFONET NOTICE

**UZBEKISTAN**  
GLOBAL CONNECT  
INFONET  
NOTICE  
THE WORLD NETWORK

**VENEZUELA**  
INFONET  
INTERPAC  
NOTICE

file: TM.doc  
date: 05-14-98

**WORLDWIDE  
APPLICATIONS AND REGISTRATIONS  
FOR "INFONET"**

COUNTRY	OWNER (at time of registration)	MARK	CLASS	SER. NO./ REG. NO.	REG. DATE	STATUS
UNITED STATES	Infonet Services Corporation	INFONET	9	73120835 (Reg. No. 1394312)	73	Registration renewal date June 27, 1998
UNITED STATES	Infonet Services Corporation	INFONET	42	72355155 (Reg. No. 927925)	72	Renewed 1992
UNITED STATES	Boatmen's Bancshares, Inc. 800 Market Street St. Louis, MO 63101	BOATMEN'S TRUST INFONET	36, 42	74104232 (Reg. No. 1714739)	92	Registered
UNITED STATES	First Portland Corporation 7145 S.W. Varns Street Portland, OR 97223	INFONET REAL ESTATE SERVICES	36, 42	74626842 (Reg. No. 2022908)	96	Registered
UNITED STATES	Infonetics, Inc. 1125 Trim Street Kirkwood, NY 13795	INFONETICS	16, 41	74195374 (Reg. No. 1732965)	92	Registered
UNITED STATES	Strategium Media, Inc. 2 Vulcan Street Rexdale, Ontario M9W 1L2 Canada	INFONET MEDIA	9, 16, 20, 35	74245293 (Reg. No. 1837399)	94	Registered
UNITED STATES	Comcast Sound Communications Inc. Suite 305 Belmont Avenue Dala-Cynwyd, PA 19004	INPHONET	38	73542941 (Reg. No. 1374250)	85	Registered

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**INFONET SERVICES CORPORATION**  
 Status of International Trademarks Applications and Registrations

COUNTRY	OWNER (as filed in application)	MARK	CLASS	SER. NO./ REG. NO.	REG. DATE	STATUS
UNITED STATES	S. Patrick Martin 10 Barrington Hills Pittsford, NY 14534	GOLFINFONET	41, 42	75280295	97	Pending
UNITED STATES	Healthinfo Net Services, Inc. 4636 Southwest Loop 820 Suite 215 Ft. Worth, TX 76109	INFONET GAZETTE	16	75251096	97	Pending
UNITED STATES	Financial Service Corporation Georgia Corporation 2300 Windy Ridge Parkway, Suite 1100 Atlanta, GA 30339	INFONET	35, 36, 42	75289424	97	Pending
UNITED STATES	MMR Credit Data, Inc. P.O. Box 3502 Davenport, IA 52808	CREDIT INFONET	36	75074869	96	Published and opposed; opposition pending; they have agreed to withdraw application
UNITED STATES	Comcast Sound Communications Inc. Suite 305 Belmont Avenue Bala-Cynwyd, PA 19004	INPHONET	9	73546954 (Reg. No. 1383184)	86	Cancelled

Revised: March 20, 1998

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**INFONET SERVICES CORPORATION**  
 Status of International Trademarks Applications and Registrations

COUNTRY	OWNER (at time of registration)	MARK	CLASS	SER. NO./ REG. NO.	REG. DATE	STATUS
UNITED STATES	Comcast Sound Communications Inc. Suite 305 Belmont Avenue Bala-Cynwyd, PA 19004	INPHONET	38	735469204 (Reg. No. 1414511)	86	Cancelled
UNITED STATES	Infonet Care, Inc. 957 Clover Court Blue Bell, PA 19422	INFONET CARE	42	74625631	95	Abandoned
UNITED STATES	CBR Information Group, Inc. 7204 Harwin Drive Houston, TX 77036	CBR INFO NET	42	75011122	95	Abandoned
UNITED STATES	Ram Technologies, Inc. 2025 13th Street P.O. Box 1760 Ashland, KY 41105	RAM INFONET	38	74618722	95	Abandoned
UNITED STATES	Entrepreneur Media Inc. 2392 Morse Avenue Irvine, CA 92714	INFONET	35, 42	74695066	96	Abandoned
UNITED STATES	Central Analysis Bureau, Inc. 225 West 34th Street New York, NY 10022	TRUCKINFONET	30, 42	75077451	96	Abandoned
UNITED STATES	Johns Hopkins University 720 Rutland Avenue Baltimore, MD 21205	CLINFONET	9, 35, 42	74505002	96	Abandoned

Revised: March 20, 1998

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**INFONET SERVICES CORPORATION**  
 Status of International Trademarks Applications and Registrations

COUNTRY	OWNER (at time of registration)	MARK	CLASS	SER. NO./ REG. NO.	REG. DATE	STATUS
UNITED STATES	Real Estate Infonet, Inc. 77 West Wacker Drive Suite 4900 Chicago, IL 60601-1693	REAL ESTATE INFONET WB TAKE THE STRESS OUT OF THE HOME BUYING PROCESS!	35, 36	74643115	95	Abandoned
UNITED STATES	PSG International Inc. 180 Old Tappan Road Building 5 Old Tappan, NJ 07675	HR/INFONET	9	74500811	94	Abandoned
UNITED STATES	Sterling Drug, Inc. New York, NY	MEDINFONET	41	73634692	87	Abandoned
UNITED STATES	Painwebber Incorporated New York, New York	INFO-NET	35	73621395	87	Abandoned
UNITED STATES	OTC Infonet, Inc. Sarasota, FL	OTC INFONET	41	73618945	86	Abandoned
UNITED STATES	National Tel Data Corp. Ann Arbor, MI	INFONET	38	73406997	83	Abandoned
UNITED STATES	Independent Stationers, Inc. 9900 Westpoint Drive Suite 116 Indianapolis, IN 46256	OP OFFICE PLUS INFONET	16	74596010	95	Abandoned

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Revised: March 20, 1998

**INFONET SERVICES CORPORATION**  
 Status of International Trademarks Applications and Registrations

COUNTRY	OWNER (at time of registration)	MARK	CLASS	SER. NO./ REG. NO.	REG. DATE	STATUS
UNITED STATES	Home Shopping Network, Inc. P.O. Box 9090 Clearwater, FL 34618-9090	INFONET	41	74183749	91	Abandoned
UNITED STATES	Daktronics, Inc. 331 32nd Avenue P.O. Box 5128 Brookings, SD 57006-5128	INFONET	9	74460107	93	Abandoned
UNITED STATES	Integrated Infonet Technology 25 Mauchly, Suite 320 Irvine, CA 92718-2305	INIT INTEGRATED INFO-NET TECHNOLOGY, INC.	9, 35	74458326	93	Abandoned
UNITED STATES	Pharmaceutical Information Associates, Inc. 2761 Trenton Road Levittown, PA 19056	PHARMINFONET	42, 1	74680058	95	Abandoned
UNITED STATES	Cargill Investor Services, Inc. 141 West Jackson Boulevard Chicago, IL 60604	CIS INFONET	36, 42	74310723	93	Abandoned
UNITED STATES	Helen Lukash 26 Brookside Avenue Lexington, MA 02173	ADD INFONET	35, 42	74459026	93	Abandoned
UNITED STATES	TBC Corporation 770 Hickory Hill Road Memphis, TN 38181-0342	TBC CORPORATION INFO NET ON LINE	9	75044357	97	Abandoned with prejudice (published and opposed)

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Revised: March 20, 1998

**INFONET SERVICES CORPORATION**  
 Status of International Trademarks Applications and Registrations

COUNTRY	OWNER (at time of registration)	MARK	CLASS	SER. NO./ REG. NO.	REG. DATE	STATUS
UNITED STATES	TBC Corporation 4770 Hickory Hill Road Memphis, TN 38181-0342	INFO NET ONLINE	9	74610557	97	Abandoned with prejudice (published and opposed)
UNITED STATES	Leasitrend, Inc. 4770 Duke Drive, Suite 101 Mason, OH 45040	INFONET	36, 42	75134457	97	Abandoned

COUNTRY	OWNER (at time of registration)	MARK	CLASS	SER. NO./ REG. NO.	REG. DATE	STATUS
ARAB EMIRATES	Infonet Services Corporation	INFONET	38	9892	97	
ARGENTINA	Porrazzo Jorge Eduardo	INFONET	35	2034095	96	
ARGENTINA	Computer Sciences Corporation	INFONET	38	151313155	85	
AUSTRALIA	Infonet Services Corporation	INFONET NOTICE	38	A541119	93	
AUSTRALIA	Infonet Services Corporation	INFONET THE WORLD NETWORK	38	702547	97	
AUSTRALIA	Infonetics	INFONETICS	9	A511130	91	
AUSTRALIA	Computer Sciences Corporation	INFONET	42	A326810	81	

TRADEMARK  
 REEL: 001972 FRAME: 0068

Revised: March 20, 1998

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**INFONET SERVICES CORPORATION**  
 Status of International Trademarks Applications and Registrations

COUNTRY	OWNER (at time of registration)	MARK	CLASS	SER. NO./ REG. NO.	REG. DATE	STATUS
AUSTRIA	Infonet Services Corporation	INFONET	9, 16, 35	68.260	91	Not on WISS
BAHRAIN	Computer Sciences Corporation	INFONET	42	610	89	
BELARUS	Infonet Services Corporation	INFONET	38	3836	96	
BENELUX <sup>1</sup>	Computer Sciences Corporation	INFONET	42	158369	88	
BENELUX	Vereniging Woonzorg Federatie Zeist	CARB INFO NET	9, 35, 38	583900	96	
BENELUX	Algemene Nederlandse Vereniging Van VVV S ANVV Amersfoort	VVV INFONET	16, 35, 41 (x2)	531525	93	
BENELUX	Benelux Infonet Services	INFONET	9, 16	42.976	90	Not on WISS
BENELUX	Lokale Omroep Heumen Nijliden	INFONET	38, 41	479445	91	
BENELUX	Groep Amsterdam	NN INFONET	35, 36, 42 (x2)	597739 and 609354	97	
BOLIVIA	Infonet Services Corporation	INFONET	38	67049	96	
BRAZIL	Light Infocon Technologia S A	INFONET	35, 42	6893292	96	

<sup>1</sup> Belgium, Netherlands, Luxembourg

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COUNTRY	OWNER (at time of registration)	MARK	CLASS	SER. NO./ REG. NO.	REG. DATE	STATUS
BRAZIL	Computer Sciences Corporation	INFONET NOTICE	35, 42	2929306	88	
BRAZIL	Jose Francisco Marochi Mayer	INFO NET	35, 38	7694765	94	
BRAZIL	Computer Sciences Corporation	INFONET	9, 35, 37, 40	018191 and 0189192	78	
BRAZIL	Fairtrade Feiras Eventos Comercio E Representacoes LTDA	INFONET	41, 42	9732095	97	
CANADA	Strategium Media Rexdale	INFONET MBEDIA	20, 35	687730	92	
CANADA	Computer Sciences Canada Montreal	INFONET	42	386382	76	
CANADA	Infonet Services Corporation	INFONET	38	600088	90	
CHILE	Empresa Nacional De Telecomunicaciones S.A.	INFONET	38	350553	96	
CHILE	E. Saleh Sabat	INFONET	16, 35, 41, 42	062376	85	
CHILE	Empresa Nacional De Telecomunicaciones S.A.	ENTBL INFONET	38	350551	96	
CHILE	Infonet Services Corporation	INFONET				Abandoned
CHILE	Computer Sciences	INFONET	38	106492	88	

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COUNTRY	OWNER (at time of registration)	MARK	CLASS	SER. NO./ REG. NO.	REG. DATE	STATUS
CHINA	Infonet Services Corporation	INFONET	38	94109675	95	
CHINA	Infonet Services Corporation	INFONET	38	94109675	94	Not on WISS
CHINA	Xindushi Information Co. Lid. Shenzhen	INFONETTI	9	1018190	97	
COLUMBIA	Infonet Services Corporation	INFONET	38	95000501	95	
COSTA RICA	Infonet Services Corporation	INFONET	38	6568	92	
CZEC REPUBLIC	Infonet Services Corporation	INFONET	9, 38	176198	94	
DENMARK	Infonet Hoersholm	INFO NET SCANDINAVIA	16, 35, 41	R380694	94	
DENMARK	Infonet Aps Hoersholm	INFO NET ANALYSER	16, 35, 41	R794194	94	
DENMARK	Infonet Services Corporation	INFONET THE WORLD NETWORK	38	R453594	94	
ECUADOR	Infonet Services Corporation	INFONET	38	051083	94	
ECUADOR	Technet C.A.	INFONET	35	067096	96	
EGYPT	Infonet Services Corporation	INFONET	38	95160	95	Not on WISS
ESTONIA	Infonet Services Corporation	INFONET	38	94002159	97	
FINLAND	Infonet Services Corporation	INFONET THE WORLD NETWORK	38	9304901	95	

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COUNTRY	OWNER (at time of registration)	MARK	CLASS	SER. NO./ REG. NO.	REG. DATE	STATUS
FINLAND	Infonet Services Corporation	INFONET NOTICE	38	A403690	93	
FINLAND	Infonet Services Corporation	INFONET GLOBAL CONNECT	38	9402031	95	
FRANCE	regium Media Rexdale	INFONET MEDIA	20, 35	92405549	92	
FRANCE	Infonet Service Neuilly En Thelle	INFONETT SERVICE INFORMATIQUE ET SERVICES	9, 37, 42	94512057	94	
FRANCE	Onet Marseille	INFONET SYSTEME	6, 9, 12, 16, 19, 20, 35, 37, 38, 39, 41, 42	1738758	94	
FRANCE	Societe Marsellaise De Credit SA Marseille	INFONETS MC	36, 38	95601629	96	
FRANCE	Soc De Telematique Et De Logiciel Stl Paris	INFONET	9, 38, 42	1202299	82	
FRANCE	Infonet Services Corporation	INFONET	9, 16, 35	95.016	70	May be expired
FRANCE	Mr Le Godec Bernard Challans	INFO NET	35, 38, 41, 42	96618405	96	
FRANCE	Infonetics Paris	INFONETICS	9, 35, 38, 41, 42	1588530	90	

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COUNTRY	OWNER (in name of Registrations)	MARK	CLASS	SER. NO./ REG. NO.	REG. DATE	STATUS
FRANCE	Infonet S.A.R.L. Bordeaux	INFO NET	9, 38	97665306	97	
FRANCE	GA Multimedia S.A. Paris	INFO NET STUDIO	9, 35, 36, 38, 42	97690799	97	
FRANCE	Di Serio Francois Lyon	INFO NET EXPO SPECIAL HABITAT UN PASSEPORT POUR RUESSIR	35, 38	97686503	97	
FRANCE	Infonet S Le Havre	INFONET S	35, 37, 38, 42	96646590	96	
GERMANY	Investitionsbank Berlin Berlin	INFO NET BAU	35, 36, 37	39643735	97	
GERMANY	Computer Sciences Corporation	INFONET NOTICE	42	C033931	86	
GERMANY	Frøhlich Henry M. Tuitzing	ABC INFO NET	42	39728569	97	
GERMANY	Computer Sciences Corporation	INFONET	42	C029035	82	
GERMANY	Infonetbayern Regensburg	INFO NETZ BAYERN DIE INFORMATIONSV ERMITTLER FUER BAYERNS WIRTSCHAFT	35	J024209	92	
GERMANY	Infonet Services Corporation	INFONET	38, 42	39505391	96	

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**INFONET SERVICES CORPORATION**  
 Status of International Trademarks Applications and Registrations

COUNTRY	OWNER (et limit of registration)	MARK	CLASS	SER. NO./ REG. NO.	REG. DATE	STATUS
GERMANY	Infonet Services Corporation	THE INFONET WORLD NETWORK	38, 42	J029600	94	
GERMANY	Denkfabrik Gesellschaft Technologie Und Wirtschaftsberatung Butzbach	INFO NET	35, 42	J030413	94	
GREECE	Tilepiroforiki Athens	INFONET	9, 16	102397	91	
GREECE	D.T. Gkanasoulis Chalandri	THE FIRST BEST MUTUSER INFONET	9	099915	91	
GREECE	Infonet Services Corporation	INFONET	38	118940	96	
HOLLAND	Infonet Services Corporation	INFONET	9, 16	177.652	70	Not on WISS; may be expired
HONDURAS	Infonet Services Corporation	INFONET	38	92007800	92	
HONG KONG	Computer Sciences Corporation	INFONET	9	242	80	
HONG KONG	Infonet Services Corporation	INFONET	16	2028/80	80	Not on WISS
HUNGARY	Infonet Services Corporation	INFONET	38	143062	97	
INDIA	Infonet Services Corporation	INFONET	16	658140	95	Not on WISS
INDONESIA	Computer Sciences Corporation	INFONET	9, 16	245618	89	
INDONESIA	R. Rusdiah Jakarta Pusat	INFONET	9, 16	254460	89	

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**INFONET SERVICES CORPORATION**  
 Status of International Trademark Applications and Registrations

COUNTRY	OWNER (at time of registration)	MARK	CLASS	SER. NO./ REG. NO.	REG. DATE	STATUS
ISRAEL	Infonet Services Corporation	INFONET	38	81558	94	
ITALY	Infonet Services Corporation	INFONET	9, 16, 35	291.216	75	Not on WISS; may be expired
JAPAN	Nisshoh Electronics Tokyo	INFONET	9, 10	57074612 57074616	85, 86	
JAPAN	Purukawa Denki Tokyo	INFONET	9, 11	58119688	85	
JAPAN	Pihei K.K. Niigata	INFONET	35	04323059	96	
JAPAN	Infonet Services Corporation	INFONET	38, 25, 26	3037441 1333615 1392392	95, 78, 79	Classes 25 and 26 may be expired
JAPAN	Kagoshima Infonet KK Kagoshima	INFONETTO	42	04242162	95	
JAPAN	Infonetto Sahbisesu California	INFONET	38	04135381	94	
KAZAKHSTAN	Infonet Services Corporation	INFONET	38		92	
KOREA (South)	Sam Sung Jeon Ja	INFONET	6, 7, 8, 9, 10, 11, 16, 17, 28	93037803 93037806	93	
KOREA (South)	Computer Sciences Corporation	INFONET NOTICE	38	85000334	86	
KOREA (South)	Infonet Services Corporation	INFONET GLOBAL CONNECT	38	94003355	95	

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**INFONET SERVICES CORPORATION**  
 Status of International Trademarks Applications and Registrations

COUNTRY	OWNER (as filed in registration)	MARK	CLASS	SER. NO./ REG. NO.	REG. DATE	STATUS
KOREA (South)	Soo Chun Kim	INFONET	1, 6, 9, 16, 19, 20, 21	94026287	95	
KOREA (South)	Computer Sciences Corporation	INFONET	42	83001039	85	
LATVIA	Infonet Services Corporation	INFONET	38	36190	97	
LITHUANIA	Infonet Services Corporation	INFONET	38	23521	96	
MACAO	Infonet Services Corporation	INFONET	38	14170	94	
MALAYSIA	Computer Sciences Corporation	INFONET	9	1251	89	
MEXICO	Infonet Services Corporation	INFONET	38, 9, 75	252.824 129.417 5989/84	88, 83	Not on WISS
MEXICO	Busca Auto S.A. De C.V. Mexico	INFONET	38	486702	95	
NEW ZEALAND	Infonet Services Corporation	INFONET NOTICE	38	B 206328	95	
NICARAGUA	Infonet Services Corporation	INFONET	38	188	93	
NORWAY	Infonet Services Corporation	INFONET THE WORLD NETWORK	38	185033	97	
NORWAY	Computer Sciences Corporation	INFONET NOTICE	38	860140	87	

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**INFONET SERVICES CORPORATION**  
Status of International Trademarks Applications and Registrations

COUNTRY	OWNER (at time of registration)	MARK	CLASS	SER. NO./ REG. NO.	REG. DATE	STATUS
NORWAY	Info Net Analyser Oslo	INFO NET SCANDINAVIA	35, 41	181094	97	
PANAMA	Infonet Services	INFONET	42	65586	94	
PARAGUAY	Infonet	INFONET	42	91002651	91	
PARAGUAY	Infonet	INFONET	35	91002649	91	
PARAGUAY	Infonet Asuncion	INFONET	9	91002647	91	
PERU	Banco de Credito del Peru Lima	INFONET	35, 38	262751 262752	95	
PERU	Dino Zolezzi Arteaga	INFONET PERU	38	022093	96	
PERU	Compania Peruana de Radiodifusion S.A.	LATINO INFONET	38, 41	97030265 97030261	97	
PERU	Infonet Services Corporation	INFONET	38	263470	95	
PHILLIPINES	Computer Sciences Corporation	INFONET	9, 16, 35, 42	32183 33001	79, 81	
POLAND	Krajowaizba Gospodarcza Warszawa	INFO NET	35, 41	094250	97	
PORTUGAL	Computer Sciences Corporation	INFONET	38	248240	88	
PORTUGAL	Infonet Services Corporation	INFONET NOTICE	38	290518	93	
ROMANIA	Info Dial Impex S.R.L. Bucuresti	INFO NET ID	16, 38	035797	96	

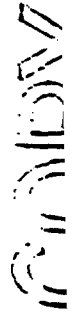
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**INFONET SERVICES CORPORATION**  
 Status of International Trademarks Applications and Registrations

COUNTRY	OWNER (at time of registration)	MARK	CLASS	SER. NO./ REG. NO.	REG. DATE	STATUS
RUSSIA	Infonet Services Corporation	INFONET THE WORLD NETWORK	38	140384	97	
RUSSIA	Belkomrus Moskva	BEL COM INFO NET	38	137242	97	
RUSSIA	Infonet Services Corporation	INFONET	38	112945	94	
SALVADOR (EL)	Infonet Services Corporation	INFONET	38	64000246	97	
SAUDI ARABIA	Infonet Services Corporation	INFONET	38	99124114	95	
SINGAPORE	Infonet Services Corporation	INFONET	38	3203/93	95	Not on WISS
SINGAPORE	Computer Sciences Corporation	INFONET	9	83005953	90	
SLOVAK REPUBLIC	Infonet Services Corporation	INFONET	9, 38, 42	173603	95	
SOUTH AFRICA	Infonet Services Corporation	INFONET	35, 38, 42	72/5371 72/5372 72/5373	72	Not on WISS; may be expired
SPAIN	Martinez Y Anes Jesus Y Otros Madnd	INFONET	41	2103297	97	
SPAIN	Infonet Services Corporation	INFONET	35, 7	621.613 621.612	73	Not on WISS; may be expired
SPAIN	Inversiones Valores Inmuebles Barcelona	INFO NET	9, 38	1253478 1253479	88	

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**INFONET SERVICES CORPORATION**  
 Status of International Trademarks Applications and Registrations

COUNTRY	OWNER (in line of registration)	MARK	CLASS	SER. NO./ REG. NO.	REG. DATE	STATUS
SPAIN	Computer Sciences Corporation	INFONET NOTICE	38	1099260	85	
SPAIN	Solitel Sistemas SL Malaga	SOLITEL INFO NET	9	1984148	95	
SWEDEN	Infonet Services Corporation	INFONET THE WORLD NETWORK	38	325407	88	
SWEDEN	Computer Sciences Corporation	INFONET NOTICE	38	860784	88	
SWEDEN	Infonet Services Corporation	INFONET GLOBAL CONNECT	38	9210888	88	
SWEDEN	Infonet Services Corporation	INFONET	16, 41	134,961	71	Not on WISS; may be expired
SWITZERLAND	Infonet Services Corporation	INFONET THE WORLD NETWORK	9, 16, 38	398164 325407 414689	92, 97, 95	
SWITZERLAND	Infonet Services Corporation	INFONET	38	412951 424888	94, 96	
SWITZERLAND	Infonet Services Corporation	INFONET INFOLAN	9, 16, 38	398832 414687	93, 95	
SWITZERLAND	Infonet Services Corporation	INFONET NOTICE	38	860784 414686	88, 95	

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COUNTRY	OWNER (Name of Applicant)	MARK	CLASS	SER. NO./ REG. NO.	REG. DATE	STATUS
SWITZERLAND	Infonet Services Corporation	INFONET GLOBAL CONNECT	38	921088 414688	93, 95	
TAIWAN	Name of applicant not available	INFONET	38	13552	84	
TAIWAN	Name of applicant not available	INFONET	40, 42	13512	84	
TAIWAN	Computer Sciences Corporation	INFONET	40, 42, 8	15710	84	
TAIWAN	Zikang Taibei	INFONET XIN YI	9 (x2)	82058257 82058258	94	
TAIWAN	Qilong Co. Ltd. Taibei	CHILONG INFO NET	9	85033915	97	
THAILAND	Infonet Services Corporation	INFONET	39	176,838	93	Not on WISS
TURKEY	Infonet Services Corporation	INFONET	Unknown	132976	91	Not on WISS
UKRAINE	Infonet Services Corporation	INFONET	38	94113991/T	94	Not on WISS
UNITED KINGDOM	Infonet Services Corporation	INFONET GLOBAL CONNECT	38	1452822	94	
UNITED KINGDOM	Infonet Services Corporation	INFONET THB WORLD NETWORK	38	1491708	93	

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COUNTRY	OWNER (at time of registration)	MARK	CLASS	SER. NO./ REG. NO.	REG. DATE	STATUS
UNITED KINGDOM	Infonet Services Corporation	INFONET	35, 38, 41, 42	1289428 1289431 1289432 1289433	92	
URUGUAY	Computer Sciences Corporation	INFONET NOTICE	38	228349	89	
URUGUAY	Diego Lombardero Ruvertoni	INFONET	41	286781	96	
URUGUAY	Computer Sciences Corporation	INFONET	38, 29	208983	85	
URUGUAY	Infonet Ltda.	INFONET	42	286453	96	
VENEZUELA	Infonet Service Corporation	INFONET	38, 50	2841 14.416-D	79	Not on WISS
VENEZUELA	Infonet Redes de Informacion C.A. Caracas	INFONET	35, 36, 37, 38, 39, 40, 41, 42	96016167 96016168 96016169	97	
WEST GERMANY	Infonet Services Corporation	INFONET	9, 16	880,539	71	Not on WISS; may be expired

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	INFONET	INFONET NOTICE	NOTICE	INTERPAC	GLOBAL CONNECT	GLOBAL CONNECTION	WORLD NETWORK	INFOLAN	PERSPEXION	EUROEDI	ORION NETWORK SERVICES	INFONET GLOBAL CONNECT	THE WORLD NETWORK	INFONET THE WORLD NETWORK
United States	X		X	X	X	X	X	X	X	X	X			
Argentina	X		X	X										
Australia	X		X	X	X	X	X	X	X		X			X
Austria	X		X							X				
Bahrain	X		X	X										
Baharus	X		X		X									
Belgium	X													
Benelux	X		X	X	X	X	X	X	X	X	X			
Bolivia	X													
Brazil	X	X		X										
Brunsi				X										
Canada	X		X	X	X	X	X	X	X		X			X
Chili	X		X	X										
China	X		X		X		X							
Costa Rica	X		X											
Czechoslovakia	X		X							X				
Denmark	X		X	X	X		X							
Ecuador	X													
Egypt	X													
El Salvador	X													
Estonia	X													
Finland	X	X	X	X	X	X	X	X	X	X	X	X	X	X
France	X		X	X	X	X	X	X	X	X	X	X	X	X
Germany	X	X		X	X	X	X	X	X	X	X	X	X	X
Great Britain	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Greece	X		X	X										

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	INFONET	INFONET NOTICE	NOTICE	INTERPAC	GLOBAL CONNECT	GLOBAL CONNECTION	WORLD NETWORK	INFOLAN	PERSPEXION	EUROEDI	ORION NETWORK SERVICES	INFONET GLOBAL CONNECT	THE WORLD NETWORK	INFONET THE WORLD NETWORK
Guatemala	X													
Holland	B													
Honduras	X													
Hong Kong	X	X		X	X		X		X		X			
Hungary	X								X	X				
Iceland	X		X	X	X		X							
India	X		X											
Indonesia	X		X	X										
Israel	X		X	X										
Italy	X		X	X	X		X		X	X				
Japan	X		X	X	X		X	X			X			X
Jordan	X													
Kazakhstan	X		X										X	
Korea	X	X		X	X		X							
Kuwait	X													
Latvia	X													
Lithuania	X		X											
Luxembourg	X													
Macao	X													
Malaysia	X		X	X										
Mexico	X		X	X										
New Zealand		X	A	X										
Nicaragua	X													
Norway		X		X	X									
Pakistan														
Panama	X													

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	INFONET	INFONET NOTICE	NOTICE	INTERPAC	GLOBAL CONNECT	GLOBAL CONNECT-ION	WORLD NETWORK	INFOLAN	PERSEXTION	EUROEDI	ORION NETWORK SERVICES	INFONET GLOBAL CONNECT	THE WORLD NETWORK	INFONET THE WORLD NETWORK
Philippines	X		X											
Poland	X									X				
Portugal	X	X		X						X				
Russia	X		X		X		X			X				
Saudi Arabia	X													
Singapore	X	X	X	X	X		X	X	X	X	X			X
Slovak Republic			X											
South Africa	X			X	X		X							
South Korea												X		
Spain	X	X		X	X		X	X	X	X	X			
Sweden	X	X		X	X		X	X	X	X	X	X		
Switzerland	X	X		X	X		X	X	X	X	X	X		
Taiwan	X		X	X	X		X							
Thailand	X		X	X										
Turkey	X		X	X										
Ukraine	X													
United Arab Emirates	X													
Uruguay	X	X	A											
Venezuela	X		X	X										

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GUARANTEE AND COLLATERAL AGREEMENT

made by

INFONET SERVICES CORPORATION

and certain of its Subsidiaries

in favor of

THE BANK OF NOVA SCOTIA,  
as Administrative Agent

Dated as of August 17, 1999

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