

12-13-1999



FORM PTO-1594
1-31-92 ED

101221913
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

11.23.99

LOX ASSIGNMENTS, Commissioner of Patents and Trademarks, Washington, D.C. 20231
Please record and index the attached original documents or copy thereof.

1. Name of conveying party(ies): Troncom Corporation
State of Delaware Corporation

2. Name and address of receiving party(ies):
Name: M & I Marshall & Ilsley Bank
Address: 770 North Water Street
City: Milwaukee State: WI Zip: 53202
Type of Company: A Financial Institution
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of Conveyance: Security Interest, Pledge and License of Patents, Trademarks and Copyrights
Execution Date: November 1, 1999

4. A. Trademark Application No.(s) 75/473,571; 75/473,572; 75/473,573 and 75/532,260

B. Trademark Registration No.(s) 1,849,043 and 2,252,622

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Dyann L. Kostello
Michael Best & Friedrich LLP
Suite 3300
100 East Wisconsin Avenue
Milwaukee, WI 53202-4108

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41):.....\$ 165.00
 Enclosed
 Deficiencies in fee charged to deposit account

8. Deposit account number: 13-3080

DO NOT USE THIS SPACE

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

Dyann L. Kostello
Name of Person Signing

November 23, 1999
Date

Total number of pages including cover sheet, attachments, and document: 12

OMB No 0651-0011 (exp 4/94) (FORM) (MASSIGN)

Attorney File 63053/0089

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12/10/1999 TTON11 00000275 1849043

01 FC:481
02 FC:482

40.00 DP
125.00 DP

TRADEMARK
REEL: 001997 FRAME: 0973

**SECURITY INTEREST, PLEDGE, AND LICENSE
OF PATENTS, TRADEMARKS, COPYRIGHTS
AND LICENSES
("Agreement")**

WHEREAS, Troncom Acquisition Corporation t/b/l/k/a Troncom Corporation is a Delaware corporation whose principal place of business is at 940 Kingsland Dr., Batavia, Illinois 60510 (hereinafter "Debtor"); and

WHEREAS, M & I Marshall & Ilsley Bank is a financial institution, whose principal place of business is at 770 North Water Street, Milwaukee, Wisconsin, 53202 (hereinafter "Lender"); and

WHEREAS, Debtor and Lender have executed a certain Credit Agreement, Security Agreement and other documents (hereinafter the "Security Agreements") which grant to Lender a security interest in Debtor's assets, including, without limitation, any and all of its accounts, inventory, equipment and general intangibles (including, but not limited to Patents, Trademarks, Copyrights, and Licenses, as those terms are defined below). The foregoing is hereinafter collectively called the "Collateral". All of the terms and provisions of the Security Agreements are incorporated herein by reference in their entirety; and the capitalized terms used herein shall have the meaning assigned to them in the Security Agreements.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Lender agree as follows:

A. Pledge of Patents, Trademarks, Copyrights and Licenses. To secure the complete and timely satisfaction of all of Debtor's Obligations to Lender and to further evidence Lender's security interest in the Collateral, Debtor hereby irrevocably grants to Lender a security interest in and to all of the following items now owned or hereafter acquired or arising:

1. All patents and patent applications on the inventions and improvements described and claimed therein, and including those patents (if any) listed on Schedule A attached hereto; (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part of the patents; (b) all income, royalties, damages and payments now or hereafter due and/or payable with respect to the patents, including, without limitation, all damages and payments for past or future infringements of the patents however arising and payable; (c) all rights to sue for the past, present and future infringements of the patents; and (d) all rights arising from or corresponding to the patents throughout the world. All of the foregoing are collectively referred to hereinafter as the "Patents."

2. All trademarks, service marks, trademark and service mark registrations, trade names, service mark and trademark applications, including, without limitation, the trademarks and service mark applications and registrations (if any) listed on Schedule B attached hereto; (a) all renewals of any of the foregoing; (b) all income, royalties, damages and payments

now or hereafter due and/or payable with respect to the foregoing, including, without limitation, all damages and payments for past or future infringements of same; (c) all rights to sue for the past, present and future infringements of the foregoing; and (d) all rights corresponding to the foregoing throughout the world to the extent available to Debtor. All of the above are collectively referred to hereinafter as the "Trademarks."

3. All copyrights, copyright registrations and copyright applications, including, without limitation, those copyrights listed on Schedule C attached hereto, and all renewals, extensions and continuations of such copyrights (hereinafter the "Copyrights").

4. All licensing, distribution, royalty and exclusive dealing agreements with any other person or entity, including, without limitation, the licenses and agreements (if any) listed on Schedule D attached hereto (hereinafter the "Licenses"), and the right to prepare for advertise and sell all goods covered by such Licenses, but only to the extent Debtor is permitted to collaterally pledge the Licenses pursuant to the underlying agreements relating thereto or, if necessary, has obtained the consent of the licensor under such Licenses.

5. The goodwill and trade secrets of each of Debtor's businesses connected with and/or symbolized by the Patents, Trademarks, Copyrights and Licenses (hereinafter "Goodwill").

B. Debtor's Ownership of Intellectual Property. Debtor represents and warrants that, to the best of its knowledge and belief, it is the sole owner of all of the Patents, Trademarks and Copyrights (except as may be disclosed in the Schedules attached hereto) and has the right to grant Lender a security interest and to pledge and mortgage same to Lender. Debtor hereby agrees that Lender's rights in and to the Patents, Trademarks, Copyrights and Licenses now or hereafter pledged to Lender shall be worldwide to the extent of Debtor's rights with respect thereto.

C. Disposition of Intellectual Property. After written notice of default or demand for payment under the Security Agreements, Lender may sell, assign or convey any or all of the Patents, Trademarks, Copyrights and/or Licenses, with corresponding Goodwill, to any purchaser(s); provided Lender shall have no right to sell, assign or convey any or all of the Trademarks (and corresponding Goodwill) on any basis independent or apart from a sale of Debtor's inventory, equipment and/or product lines (or a part thereof) pertaining to said Trademarks.

D. License to Use Patents, Trademarks, Copyrights and Licenses. In addition to Lender's other rights and interests herein, Debtor grants to Lender an non-exclusive, royalty-free, transferable license and right to use the Patents, Trademarks, Copyrights and Licenses for the purpose of permitting Lender to manufacture and/or dispose of the Collateral for a period of 180 days commencing on the date Lender obtains the right to dispose of the Collateral and physical possession thereof. Such 180 day period shall be tolled to the extent Lender shall be unable to liquidate and/or dispose of the Collateral due to bankruptcy or insolvency proceedings brought by or against Debtor.

E. Waiver of Payments by Lender. Lender shall have no liability to Debtor or any other party for any royalties or other charges arising from Lender's use or disposition of the Patents, Trademarks, Copyrights and/or Licenses (including under any of the Licenses). Debtor hereby indemnifies Lender from any royalties, expenses, charges, and/or liabilities incurred by Lender under this Agreement (or otherwise) and from any litigation, claim, action and/or proceeding against Lender regarding the use and/or disposition of the Patents, Trademarks, Copyrights and/or Licenses (including, but not limited to, reasonable attorneys fees).

F. Termination of Pledge and License. The term of the security interest and license granted to Lender herein shall expire upon the earlier of: (1) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses pledged hereunder; or (2) full satisfaction of all of Debtor's Obligations to Lender. Upon payment in full of the Obligations, Lender shall execute and deliver to Debtor all satisfactions and other instruments as may be necessary to release Lender's interest under this Agreement.

G. Duties of Debtor. Debtor shall, as it deems reasonably necessary and appropriate in the normal course of its business: (1) pay all taxes, fees or other amounts necessary to maintain in full force and effect all of the Patents, Trademarks, Copyrights and Licenses; (2) prosecute diligently any Patent, Copyright and/or Trademark rights and/or application acquired by Debtor now or hereafter; (3) make application on all patentable inventions and on all Trademarks and Copyrights, as appropriate; (4) preserve and maintain all of Lender's rights in and to the Patent(s), Trademark(s), Copyright(s) and License(s); and (5) promptly notify Lender in writing of any new Patent, Trademark, Copyright or License, or any material change in the status of Debtor's interests in any Patent, Trademark, Copyright or License. All expenses incurred in fulfilling Debtor's duties hereunder shall be borne solely and exclusively by Debtor. Lender shall have no obligation or liability to pay any taxes or fees regarding Lender's interest in or use of the Patents, Trademarks, Copyrights or Licenses; nor shall Lender have any duties in connection with application for, protection and/or maintenance of any Patents, Trademarks, Copyrights or Licenses. Debtor shall not abandon any rights in and to any patentable invention or in any Trademark or Copyright without prior written notice to Lender.

H. Entire Agreement/Waivers. This Agreement constitutes the entire agreement of the parties. No provision of this Agreement may be waived or modified in any manner (including this paragraph) without the prior written consent of Debtor and Lender. No course of dealing between Debtor and Lender, nor any failure to exercise, or any delay in exercising, on the part of Lender, any right or privilege hereunder shall operate as a waiver of such right or privilege, or preclude Lender from any other or further exercise of any right or privilege.

I. Cumulative Remedies. All of Lender's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereunder or by the Security Agreements, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Foreclosure and disposition of Lender's rights and interests in the Patents, Trademarks, Copyrights and Licenses may be made pursuant to Chapter 409 of the Wisconsin Statutes (except to the extent expressly superseded by federal law).

J. Choice of Law and Forum/Beneficiaries. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF WISCONSIN (IRRESPECTIVE OF SUCH STATE'S RULES ON CONFLICTS OF LAWS) EXCEPT TO THE EXTENT EXPRESSLY SUPERSEDED BY FEDERAL LAWS. DEBTOR AND LENDER CONSENT TO THE PERSONAL JURISDICTION OF ANY STATE OR FEDERAL COURT IN MILWAUKEE COUNTY, WISCONSIN, REGARDING ANY CLAIMS ARISING, DIRECTLY OR INDIRECTLY, UNDER THIS AGREEMENT, AND WAIVE ANY OBJECTION BASED ON FORUM NON CONVENIENS AND TRIAL BY JURY. THIS AGREEMENT SHALL BE BINDING UPON THE DEBTOR, AND ITS SUCCESSORS AND ASSIGNS; AND SHALL INURE TO THE BENEFIT OF LENDER, AND ITS RESPECTIVE SUCCESSORS AND ASSIGNS.

Dated this 5th day of ~~October~~^{November}, 1999, at Milwaukee, Wisconsin.

Debtor: Troncom Acquisition Corporation
t/b/l/k/a Troncom Corporation

By Brad Ketch
Brad Ketch, SVP Bus. Dev.
(Print or Type Name and Title)

Bank: M & I Marshall & Ilsley Bank

By Stephen F. Geimer
Stephen F. Geimer, V.P.
(Print or Type Name and Title)

**SCHEDULE A
(PATENTS)**

EXISTING
LICENSES/PRIOR
ASSIGNMENTS

RENEWAL
DATE

EXPIRATION
DATE

TITLE OF PATENT

COUNTRY OF
REGISTRATION

DATE OF
REGISTRATION

PATENT NO./
SERIAL NO.

1) See Attached

2)

3)

4)

5)

6)

NOTE: ATTACH A COPY OF EACH PATENT REGISTRATION, RENEWAL AND EXISTING LICENSE(S) OR PRIOR ASSIGNMENT(S) TO THIS SCHEDULE.

APPENDIX A

Patent Applications

<u>Title</u>	<u>Application No.</u>	<u>Filing Date</u>
1. 2-Wire DDS Transport System	08/149,390	September 9, 1998
2. Method and Apparatus for Local Provisioning of Telecommunication Network Interface Unit	08/996,547	December 23, 1997
3. Network Interface Shelf Assembly with Multi- Positionable Customer Interface Module	08/929,019	September 15, 1997

**SCHEDULE B
(TRADE NAMES/SERVICEMARKS/TRADEMARKS)**

REGISTRATION NO. (NOTE: IF PRINCIPAL REGISTRATION/ SUPPLEMENTAL REGISTRY	DATE AND PLACE OF REGISTRATION	NAME/ DESCRIPTION OF MARK	GOODS/ SERVICES CLASSIFICATION S OF MARK	DATE OF AFFIDAVIT OF USE	RENEWAL DATE	EXPIRATION DATE	FOREIGN LICENSES/ FOREIGN RIGHTS/ REGISTRATIONS
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1) See Attached

2)

3)

4)

5)

6)

NOTE: ATTACH A COPY OF EACH TRADEMARK/SERVICE MARK REGISTRATION, RENEWAL, AFFIDAVIT OF USE AND EXISTING LICENSE(S) OR PRIOR ASSIGNMENT(S) TO THIS SCHEDULE.

Exhibit 1 to Assignment of Trademark Application

<i>Trademark Application</i>	<i>Reg. No.</i>	<i>Filing Date</i>
DDSL	75/532,260	August 6, 1998
Spectrum+	75/473,573	April 24, 1998
Slim Mechanics	75/473,572	April 24, 1998
Spectrum Plus	75/473,571	April 24, 1998

QBMRK\4452211.1

Exhibit 1 to Assignment of Trademarks

Trademark Registrations

<i>Mark</i>	<i>Reg. No.</i>	<i>Issue Date</i>
Troncom	1,849,043	August 9, 1994
T-MITE	2,252,622	June 15, 1999

**SCHEDULE C
(COPYRIGHTS)**

REGISTRATION NO.	DATE OF REGISTRATION	TITLE OF WORK	EXPIRATION DATE	EXISTING LICENSES/ PRIOR ASSIGNMENTS	FOREIGN RIGHTS/ REGISTRATIONS
1)	NONE				
2)					
3)					
4)					
5)					
6)					

NOTE: ATTACH A COPY OF EACH COPYRIGHT REGISTRATION AND ANY EXISTING LICENSE(S) OR PRIOR ASSIGNMENT(S) TO THIS SCHEDULE.

**SCHEDULE D
(LICENSES)**

	NAME OF LICENSE/ LICENSE DESCRIPTION	DATE OF LICENSE	NAME OF LICENSOR/LICENSEE	PRODUCT/GOODS COVERED	EXPIRATION DATE	GEOGRAPHIC/OTHER LIMITS	REQUIRED ROYALTY PAYMENTS
1)	See Attached						
2)							
3)							
4)							
5)							
6)							

NOTE: ATTACH A COPY OF EACH LICENSE AGREEMENT.

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