

12-17-1999



FORM PTO-1618A  
Expires 05/01/00  
OMB 0651-0027

101225241

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

MRO  
12-7-99

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Name Arizona Internet, LLC

Execution Date  
Month Day Year  
11 30 99

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other Limited Liability Company
- Citizenship/State of Incorporation/Organization \_\_\_\_\_

Receiving Party

Mark if additional names of receiving parties attached

Name FINOVA CAPITAL CORPORATION

DBA/AKA/TA Attn: Legal Division

Composed of \_\_\_\_\_

Address (line 1) P. O. Box 2209

Address (line 2) \_\_\_\_\_

Address (line 3) Phoenix ARIZONA 85002  
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  Association
- Corporation
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization \_\_\_\_\_

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

12/17/1999 TT0011 0000027 000001

FOR OFFICE USE ONLY

01 FC:01  
02 FC:02

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per cover sheet to be recorded, including time for reviewing the document and entering the data needed to complete the cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practices. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

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**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**  Mark if additional numbers attached  
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)	Registration Number(s)
<input type="text" value="75-664124"/>	<input type="text" value="2227424"/>
<input type="text" value="75-664123"/>	<input type="text" value="2245461"/>
<input type="text"/>	<input type="text"/>

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fee can be charged to the account.)  
Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Christina A. Czyz  
Name of Person Signing

*Christina A. Czyz*  
Signature

December 2, 1999  
Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

**Trademark Application Number(s)**

**Registration Number(s)**

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## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of November 30, 1999 (this "Agreement"), is between **ARIZONA INTERNET, LLC**, a Colorado limited liability company ("**Borrower**"), and **FINOVA CAPITAL CORPORATION**, a Delaware corporation, in its capacity as agent under the Loan Agreement defined below ("**Secured Party**"). All defined terms used but not defined herein shall have the meaning ascribed to such term in Section 1 below.

### RECITALS:

**WHEREAS**, pursuant to a Loan Agreement of even date herewith (as amended, modified, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), among Borrower and Secured Party, for itself, as a Lender, and as Agent for all other Lenders party thereto. Lenders have made loans and other financial accommodations to Borrower;

**WHEREAS**, in connection with the Loan Agreement, Borrower has executed and delivered to Secured Party a Security Agreement of even date herewith (as amended, modified, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**");

**WHEREAS**, as a condition precedent to the making of the Loan, Borrower is required to execute and deliver this Agreement and to grant to Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure Borrower's Obligations; and

**WHEREAS**, Borrower has duly authorized the execution, delivery and performance of this Agreement;

**NOW THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, Borrower agrees, for the benefit of Secured Party and Lenders, as follows:

**SECTION 1. Definitions.** Unless otherwise defined herein or in the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

**SECTION 2. Grant of Security Interest.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of all of Borrower's Obligations, Borrower does hereby mortgage, pledge and grant to Secured Party, for the benefit of Secured Party and Lenders, a continuing security interest in all of the following property of Borrower (the "**Trademark Collateral**"), whether now or hereafter owned, acquired, existing or arising:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of

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the foregoing items in this clause (a) being called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by Borrower against third parties for past, present or future infringements or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

**SECTION 3. Security Agreement.** This Agreement has been executed and delivered by Borrower for the purpose of registering the security interest of Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 4. Release of Security Interest.** Upon payment in full of Borrower's Obligations, Secured Party shall, at Borrower's expense, execute and deliver to Borrower all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

**SECTION 5. Acknowledgment.** Borrower does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

**SECTION 6. Related Document, etc.** This Agreement is a Loan Instrument executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed.

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administered and applied in accordance with the terms and provisions of the Loan Agreement.

**SECTION 7. Counterparts.** This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[remainder of this page intentionally left blank]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ARIZONA INTERNET, LLC, a Colorado  
limited liability company

By: [Signature]  
Name: PAUL STAPLETON  
Title: VICE PRESIDENT, MGR.

FINOVA CAPITAL CORPORATION, a  
Delaware corporation, as agent

By: [Signature]  
Name: Andrew D. Pluta  
Title: Vice President

Trademark Agreement

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ATTACHMENT 1 TO AGREEMENT  
(Trademark)

**Item A. Trademarks**

Registered Trademarks:

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
US	CYBER TRAILS	2227424	3/2/99
US	CYBER TRAILS & Design	2245461	5/18/99

Pending Trademark Applications:

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
US	Design	75-664124	2/19/99
US	CANYONWEBWORKS	75-664123	2/19/99

Trademark Applications in Preparation:

NONE

**Item B. Trademark Licenses**

NONE.

C0324811.1

RECORDED: 12/07/1999

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