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FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

01-10-2000

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U.S. Patent & TMOfc/TM Mail Rcpt Dt. #26

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

- [x] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [x] License
- [ ] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year: 10/27/99

Conveying Party

[ ] Mark if additional names of conveying parties attached

Execution Date Month Day Year: 10/27/99

Name: Cavalier Telephone, L.L.C.

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [ ] Corporation [ ] Association

[x] Other: Limited Liability Company

[ ] Citizenship/State of Incorporation/Organization:

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Bank of America, N.A.

DBA/AKA/TA:

Composed of:

Address (line 1): 901 Main Street

Address (line 2): 64th Floor

Address (line 3): Dallas (City) Texas (State/Country) 75202 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [ ] Association

[x] Other: National Bank Association

[ ] 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.)*

MAIL MARK EE PROCESS RECEIVED 2000 JAN 10 U.S. PATENT & TRADEMARK OFFICE

02/01/2000 DNGUYEN 00000193 75792999

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

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 (214) 698-3855

Name: Bee Archaphorn

Address (line 1): Donohoe, Jameson & Carroll, P.C.

Address (line 2): 1201 Elm Street, Suite 3400

Address (line 3): Dallas, Texas 75270

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 16

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)		
75792999					

Number of Properties

Enter the total number of properties involved. # 1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 40.00

Method of Payment: Enclosed [x] Deposit Account [ ]

Deposit Account

(Enter for payment by deposit account or if additional fees 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.

Bee Archaphorn	Bee Archaphorn	1/7/2000
Name of Person Signing	Signature	Date Signed

LICENSE AGREEMENT

LICENSE AGREEMENT, dated as of October 27, 1999, by and between Cavalier Telephone, L.L.C., a Delaware corporation ("*Licensor*"), and Bank of America, N.A., a national banking association organized under the laws of the United States of America, as Administrative Agent for each Lender a party to the Credit Agreement described below ("*Licensee*").

W I T N E S S E T H:

WHEREAS, Licensor presently owns and will hereafter acquire right, title, and interest (including rights and interests pursuant to licenses) throughout the world in various Trademarks, Patents, Copyrights and Trade Secrets (hereinafter, collectively, the "*Intellectual Property*");

WHEREAS, Licensee, Licensor and certain lenders ("*Lenders*") have entered into the Credit Agreement dated as of October 27, 1999 (such agreement, together with all amendments and restatements thereof, the "*Credit Agreement*");

WHEREAS, as security for the payment and performance of the Obligations which are owed by Licensor to Licensee and Lenders pursuant to the Loan Papers, Licensor has agreed to grant or cause to be granted to Licensee, security interests in, and pledges and assignments of, all assets of Licensor, including all cash, Inventory, Receivables, Equipment and the Intellectual Property, and a license to use the Intellectual Property and certain other collateral, to secure the Obligations;

WHEREAS, Licensee desires a license to use the Intellectual Property in all countries of the world solely if an Event of Default exists to enable Licensee to exercise its rights and remedies with respect to the Collateral under the Security Agreement;

WHEREAS, Licensor desires to grant Licensee the foregoing license to so use the Intellectual Property; and

WHEREAS, the parties acknowledge the excellent reputation for quality of products and services sold under the Intellectual Property, and desire to safeguard, promote and enhance that reputation by ensuring the future quality of materials, workmanship, and performance of the Inventory and Equipment with respect to which Licensee has been granted a security interest and pledge and assignment, and that Licensee may exercise its rights and remedies under the Security Agreement and Intellectual Property Agreement, if an Event of Default exists.

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AGREEMENT.

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS.

1.1. "*Collateral*" has the same definition provided in the Security Agreement.

1.2. "*Effective Date*" means October 27, 1999.

1.3. "*Equipment*" has the same definition provided in the Security Agreement.

1.4. "*Intellectual Property Agreement*" means the Intellectual Property Security Agreement and Assignment dated as of October 27, 1999 between Licensor and Licensee.

1.5. "*Inventory*" has the same definition provided in the Security Agreement.

1.6. "*Receivables*" has the same definition provided in the Security Agreement.

1.7. "*Security Agreement*" means the Security Agreement dated as of October 27, 1999 between Licensor and Licensee.

1.8. Unless otherwise defined in this Agreement, all capitalized terms herein shall have the same definition provided in the Intellectual Property Agreement and the Security Agreement.

ARTICLE II. GRANTS TO LICENSEE AND RELATED MATTERS.

2.1. Licensor hereby grants to Licensee an irrevocable royalty-free right and license to use the Intellectual Property worldwide including, without limitation, the Intellectual Property identified in Schedule 1, upon the occurrence of and during the continuance of an Event of Default, and to enable Licensee to exercise its rights and remedies under the Security Agreement and Intellectual Property Agreement with respect to Collateral, including, without limitation, the right to use the Intellectual Property on or in connection with the disposition, maintenance or further production, manufacturing or processing of the Inventory, the operation and maintenance of the Equipment and the collection of Receivables as Licensee reasonably deems necessary or appropriate in the exercise of its rights and remedies under the Security Agreement and Intellectual Property Agreement with respect to Inventory, Equipment and Receivables.

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The parties acknowledge and agree that the Intellectual Property is the sole and exclusive property of Licensor, subject to the terms and conditions stated in this Agreement, the Security Agreement and the Intellectual Property Agreement. Other than in connection with any security interest in the Intellectual Property that Licensor has granted to Licensee pursuant to the Security Agreement and the Intellectual Property Agreement or any rights and remedies of Licensee under the Security Agreement or the Intellectual Property Agreement, Licensee shall not challenge Licensor's ownership of the Intellectual Property. Licensor expressly retains all rights to license third parties to use the Intellectual Property for any purpose whatsoever not in violation of the Loan Papers and which are not exclusive as to prevent Licensee from using any of the Intellectual Property as provided in the Security Agreement and Intellectual Property Agreement.

2.2. The license granted to Licensee hereunder shall include the right of Licensee to grant sublicenses to others to use the Intellectual Property upon the occurrence of or during continuation of an Event of Default, and to enable such sublicensees to exercise any rights and remedies of Licensee under the Security Agreement and the Intellectual Property Agreement with respect to Collateral, including, without limitation, the right to grant sublicenses to others to use the Intellectual Property on or in connection with the disposition, maintenance or further production, manufacturing or processing of Inventory, the operation and maintenance of the Equipment and the collection of Receivables as Licensee reasonably deems necessary or appropriate in the exercise of the rights and remedies of Licensee under the Security Agreement and the Intellectual Property Agreement. In any country where sublicenses are incapable of registration or where registration of a sublicense will not satisfactorily protect the rights of Licensor and Licensee, Licensee shall also have the right to designate other parties as direct licensees of Licensor to use the Intellectual Property upon the occurrence of or during the continuance of an Event of Default and to enable such direct licensees to exercise any rights and remedies of Licensee under the Security Agreement and the Intellectual Property Agreement including, without limitation, the right to use the Intellectual Property on or in connection with the disposition, maintenance or further production, manufacturing or processing of Inventory, the operation and maintenance of the Equipment and the collection of Receivables as such licensees reasonably deem necessary or appropriate and Licensor agrees to enter into direct written licenses with the parties as designated on the same terms as would be applicable to a sublicense, and any such direct license may, depending on the relevant local requirements, be either (a) *in lieu* of a sublicense or (b) supplemental to a sublicense. In either case, the parties hereto shall cooperate to determine what shall be necessary or appropriate in the circumstances. For each sublicense to a sublicensee and direct license to a licensee, Licensor appoints Licensee its agent for the purpose of exercising quality control over the sublicensee. Licensor shall execute this Agreement in any form, content and language suitable for recordation, notice and/or registration in all available and appropriate agencies of foreign countries as Licensee may require.

2.3. In connection with the assignment or other transfer (in whole or in part) of its obligations under the Security Agreement and the Intellectual Property Agreement to any other Person, Licensee may assign the license granted herein without Licensor's consent and upon such assignment or transfer such other Person shall thereupon become vested with all rights and benefits in respect thereof granted to Licensee under this Agreement.

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2.4. The parties hereto shall take reasonable action to preserve the confidentiality of the Intellectual Property; provided, that Licensee shall not have any liability to any Person for any disclosure of the Intellectual Property upon and after any realization upon Collateral under the Security Agreement or the Intellectual Property Agreement.

ARTICLE III. QUALITY CONTROL.

3.1. Licensor shall refrain from using the Intellectual Property in a form and manner or for a subject matter as to (a) reduce the value of the Intellectual Property or (b) cause injury to Licensor's business, reputation or goodwill.

3.2. Upon the occurrence of or during continuation of an Event of Default in which Licensee exercises its rights or remedies under the license granted herein:

(a) Licensee may use the Trademarks licensed hereby in such form and manner as previously used by Licensor, and shall need not notify Licensor of any change in the form or substance of the display of a Trademark licensed hereby. Licensee shall take reasonable action to apply trademark notice or other marking as may be required under applicable Law of each territory and country where each Trademark is used, or as otherwise appropriate, in connection with use of each of the Trademarks licensed hereunder. Licensee shall have the right to register any and all Trademarks in any and all countries on and after the Effective Date.

(b) Licensee may dispose of any Inventory and any other manufactured products under any of the Intellectual Property licensed hereby, provided the Inventory and any other manufactured products so disposed of by it or any other Person acting on behalf of Licensee shall comply in any material respect with (i) quality standards and specifications, including labelling specifications, employed by Licensor in commerce prior to the Effective Date, or, where no such standards and specifications exist, a level of quality comparable to the quality standards generally accepted for other leading competitive brands of the same item of Inventory in the same markets from time to time; or (ii) a level of quality comparable to that which may be adopted by Licensor for its or its other licensees' products. Licensee shall maintain quality control commensurate with the quality standards of Licensor at the Effective Date.

ARTICLE IV. TERM AND TERMINATION.

4.1. This Agreement is effective as of the Effective Date and, unless sooner terminated under the provisions set forth in this Article IV, is perpetual and irrevocable.

4.2. The license granted in Article II with respect to any Intellectual Property may be terminated only upon the event that the Obligations which are owed by Licensor to Licensee and Lenders, and which are secured in part by the Collateral of Licensor under the Security Agreement and the Intellectual Property Agreement and by the license granted herein, are finally and fully satisfied and paid in accordance with all terms and conditions of the Loan Papers at the time of such

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termination. If after termination of this Agreement, there occurs a rescission of payment of any of the Obligations or the restoration of such payments by Licensee, any Lender or any other Person upon the insolvency, bankruptcy or reorganization of Licensor or any other Person, this Agreement shall be reinstated as though such payment had not been made and remain in full force and effect in accordance with the terms of the preceding sentence.

4.3. Upon termination of this Agreement, Licensee shall, and shall cause any sublicensee, to cease all use of any and all of the Intellectual Property and not thereafter use any of them in any other manner whatsoever, subject to reinstatement under Section 4.2.

4.4. Upon termination (or reinstatement) of this Agreement, the parties shall perform all other acts which may be necessary or useful to render effective the termination (or reinstatement) of the interest of Licensee in the Intellectual Property, including but not limited to the cancellation of any registration or recordation (or the reinstatement by registration or recordation) of this Agreement, or any summary thereof.

ARTICLE V. RECORDATION OF AGREEMENT.

5.1. The parties shall cooperate to determine what may or shall be required to satisfy the laws or regulations throughout the world with respect to the recordation and validation of this Agreement, or otherwise to render this Agreement and the Intellectual Property effective, and shall execute all documents which may be necessary or desirable to implement this Section 5.01, including registered user statements or other documents suitable for filing with the appropriate government authorities of any country.

ARTICLE VI. REPRESENTATION AND WARRANTIES.

6.1. Licensor represents and warrants that it is the owner of the Intellectual Property identified in Schedule 1 and has the right to grant the rights and license granted herein.

ARTICLE VII. PRODUCT LIABILITY INSURANCE.

7.1. Licensor shall maintain product liability insurance covering liabilities for its activities pursuant to this Agreement, of at least such amounts as is required by the Loan Papers.

ARTICLE VIII. MISCELLANEOUS.

8.1. Failure of either party to insist upon strict performance of the terms, conditions, and provisions of this Agreement shall not be deemed a waiver of such terms, conditions or provisions or a waiver of future compliance therewith. No waiver of any terms, conditions, or provisions

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hereof shall be deemed to have been made unless expressed in writing and signed by the waiving party.

8.2. Any sale, transfer or other disposition of ownership of any Intellectual Property by Licensor shall be subject to this Agreement and any purchaser or transferee shall specifically state in writing that it is assuming this Agreement and that it will be bound by all of the terms and conditions of this Agreement (this sentence is not a consent by Licensee to any sale, transfer or other disposition of any interest in Intellectual Property). After giving effect to such sale, transfer or other disposition, this Agreement shall be valid, binding, and enforceable in accordance with its terms against such purchaser or transferee. A sale, transfer or other disposition of any shares of the capital stock of Licensor shall not be deemed to be a sale, transfer or other disposition of ownership of any Intellectual Property.

8.3. Except as otherwise may be expressly provided in this Agreement or any other Loan Paper, Licensee shall not be construed to be and shall not represent itself as an agent of Licensor.

8.4. Every notice provided for in this Agreement to be given by one party to another party shall be deemed given on the date received by hand delivery or registered mail, postage prepaid, to the address set forth below or such other address as may hereafter be designated by a party in writing:

To Licensor:

Cavalier Telephone, L.L.C.
2134 West Laburnum Avenue
Richmond, Virginia 23227
Attention: President
Telephone No: (804) 422-4570
Telecopier No: (804) 422-4599

To Licensee:

Bank of America, N.A.
901 Main Street
64th Floor
Dallas, Texas 75202
Attention: Julie A. Schell
Telephone No: (214) 209-6262
Telecopier No: (214) 209-9390

8.5. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas, U.S.A.

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8.6. (a) Licensor hereby irrevocably submits to the non-exclusive jurisdiction of any United States Federal or Texas State court sitting in Dallas County, Texas, U.S.A. in any action or proceeding arising out of or relating to this Agreement, and Licensor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard or determined in any such court and hereby irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such court or that such court is an inconvenient forum.

(b) Nothing in this Section 8.6 shall limit the right of Licensee to bring any action or proceeding against Licensor or its property in the courts of any other jurisdiction.

(c) Any judicial proceeding by Licensor against Licensee involving, directly or indirectly, any matter in any way arising out of, related to, or connected with this Agreement shall be brought only in a court in Dallas County, Texas, U.S.A.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

TRADEMARK
REEL: 002014 FRAME: 0512

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date written above.

Witness

Witness

CAVALIER TELEPHONE, L.L.C.

By KDZ Holdings, L.L.C., its Manager

By: _____
Brad A. Evans, its Manager

Witness

Witness

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____,
_____, _____
(Print Name) (Print Title)

TRADEMARK
REEL: 002014 FRAME: 0513

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date written above.

_____
Witness

_____
Witness

CAVALIER TELEPHONE, L.L.C.

By KDZ Holdings, L.L.C., its Manager

By: _____
Brad A. Evans, its Manager

Witness

Witness

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____,
JULIE A. SCHELL
VICE PRESIDENT
(Print Name) (Print Title)

TRADEMARK
REEL: 002014 FRAME: 0514

STATE OF VIRGINIA §
CITY §
~~COUNTY~~ OF RICHMOND §

KNOW ALL PERSONS BY THESE PRESENTS:

Before me Brad Evans, Manager of Cavalier Telephone, L.L.C., on this day personally appeared, known to me or proved to me through _____ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 24th day of OCTOBER, 1999.

[SEAL]

Notary Public, State of Virginia

My Commission Expires September 30, 2001

STATE OF TEXAS §
§
COUNTY OF DALLAS §

KNOW ALL PERSONS BY THESE PRESENTS:

Before me _____, _____ of Bank of America, N.A., on this day personally appeared, known to me or proved to me through _____ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this ___ day of _____, 1999.

[SEAL]

Notary Public, State of Texas

TRADEMARK
REEL: 002014 FRAME: 0515

STATE OF VIRGINIA §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF _____ §

Before me Brad Evans, Manager of Cavalier Telephone, L.L.C., on this day personally appeared, known to me or proved to me through _____ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this ___ day of _____, 1999.

[SEAL]

_____
Notary Public, State of Virginia

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF DALLAS §

Before me Julie A. Schell Vice President of Bank of America, N.A., on this day personally appeared, known to ~~me or proved to me through _____ (description of identity card or other document)~~ to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 25th day of October, 1999.

[SEAL]

NOTARY PUBLIC STATE OF TEXAS
JANE SMITH
Notary Public, State of Texas
My Commission Exp. 12-04-2001

Jane Smith
Notary Public, State of Texas

TRADEMARK
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Schedule 1

Intellectual Property

All trademarks, all designs and logotypes related to such trademarks, in any and all forms, and all trademark registrations and applications for registration related to such trademarks, including, without limitation the trademark registrations and applications for trademarks described below ("*Trademarks*") and the goodwill of the businesses connected with use of, or associated with, and symbolized by the Trademarks; copyrights, copyright registration and application for such registration ("*Copyrights*"); patents, all inventions and subject matter related to such patents, and all applications for patents related to such patents ("*Patents*"); and trade secrets; (ii) any renewal, reissue, re-examination certificate, extension or the like with respect to the Trademarks, Patents, Copyrights and trade secrets; (iii) all rights to use the Trademarks as trade names or corporate names in all aspects of Licensor's business; and (iv) all proceeds and products of the foregoing together with any license in favor of or from Licensor of any of the foregoing in whatever form.

Copyrights

Nature of Interest of (e.g. owner, licensee)	Copyright	Issue Date	Country of Issue

LICENSOR HAS NO INTEREST IN ANY AS OF OCTOBER 27, 1999

Copyright Applications

Nature of Interest (e.g., owner, licensee)	Copyright Application	Date of Application	Country of Application

LICENSOR HAS NO INTEREST IN ANY AS OF OCTOBER 27, 1999

0100.0771.157587.2

Registered Trademarks

Nature of Interest of (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered	Country of Reg.

LICENSOR HAS NO INTEREST IN ANY AS OF OCTOBER 27, 1999

Trademark Applications

Nature of Interest of (e.g. owner, licensee)	Trademark Application relates to following Trademark	Serial No.	Int'l Class Covered	Goods or Services Covered	Date of Appl.	Country of Appl.
Owner	CAVALIER TELEPHONE, in stylized form, combined with drawing of telephone cord	75792999	038	Telecommunications services, namely voice and data communications, Internet access, and video programming	09/07/99	United States of America

Patents

Nature of Interest (e.g. owner, licensee)	Registered Patent No.	Issue Date	Country of Issue

LICENSOR HAS NO INTEREST IN ANY AS OF OCTOBER 27, 1999

0100.0771.157587.2

Patent Applications

Nature of Interest (e.g. owner, licensee)	Serial No.	Filing Date	Country of Issue

LICENSOR HAS NO INTEREST IN ANY AS OF OCTOBER 27, 1999

Trade Secrets Owned

LICENSOR HAS NO INTEREST IN ANY AS OF OCTOBER 27, 1999

State Registrations

LICENSOR HAS NO INTEREST IN ANY AS OF OCTOBER 27, 1999

Exhibit A

Security Agreement

Exhibit B

Intellectual Property Agreement