

RECC

02-28-2000

HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings = = =

To the Honorable Commissioner of Patents

101276996

Send original documents or copy thereof.

1. Name of conveying party(ies): 2:00 JAN 28 PM 2: 45

Orius Corp.

OPR/FINANCE

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Florida
☐ 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: December 15, 1999

2. Name and address of receiving party(ies)

Name: Bankers Trust Company, as agent

Internal Address:

Street Address: 130 Liberty St.

City: New York State: NY ZIP: 10006

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? ☒ Yes ☐ No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

02/25/2000 DMGUYEN 00000166 75666789

01 FC:481
02 FC:48240.00 OP
25.00 OP

DO NOT USE THIS SPACE

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:

N/A

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

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.

Laura Konrath

Laura Konrath

Signature

Date

Total number of pages including cover sheet, attachments, and document: 2

Mail documents to be recorded with required cover sheet information to:
Commissioners of Patents & Trademarks, Box AssignmentsTRADEMARK
REEL: 002026 FRAME: 0485

SCHEDULE A

U.S. Trademark Registration

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
"Orius"	Appln SN 75/666,789	
Orius Logo	Appln SN 75/718,457	

U.S. Trademarks - Pending

<u>Mark</u>	<u>Serial</u>	<u>Filing Date</u>
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GRANT OF SECURITY INTEREST IN
UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, ORIUS CORP., a Florida corporation (the "Grantor") with principal offices at 1401 Forum Way, Suite 400, West Palm Beach, Florida 33401, hereby grants to Bankers Trust Company, as Collateral Agent, with principal offices at 130 Liberty Street, New York, New York 10006 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Grantor's right, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS GRANT is made to secure the full and prompt performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement between the Grantor, the other assignors party thereto and the Grantee, dated as of December 15, 1999 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security

Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in and re-assigning the Marks and Patents acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

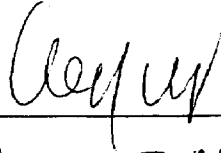
[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security

Interest as of the 15th day of December, 1999.

ORIOUS CORP.,
as Grantor

By




Name: William J. Mercurio

Title: President and C.E.O.

TRADEMARK

REEL: 002026 FRAME: 0489

BANKERS TRUST COMPANY,
as Grantee

By 

Name: **ROBERT R. TELESCA**

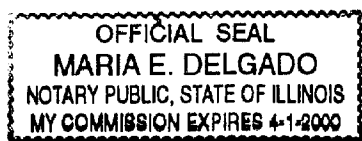
ASSISTANT VICE PRESIDENT

Title: _____

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this 15th day of December, 1999 before me personally came William Mercurio, who being duly sworn, did depose and say that he is President and C.E.O. of Orius Corp., that he is authorized to execute the foregoing Grant of Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Maria E. Delgado
Notary Public
My Commission expires: 4-1-2000

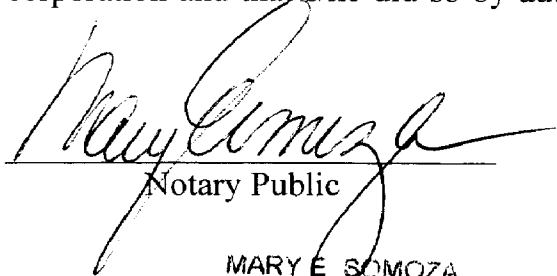


STATE OF NY)
COUNTY OF NY) ss.:

On this 14 day of December, 1999 before me personally came

ROBERT R. TELESOA who, being by me duly sworn, did state as follows: that s/he is
Asst V.P of Bankers Trust Company, that s/he is authorized to execute the foregoing

Grant of Security Interest on behalf of said corporation and that s/he did so by authority of the
Board of Directors of said corporation.



Notary Public

MARY E. SOMOZA
Notary Public State of New York
No. 4505761 Qual. in Kings Co
Certificate filed in New York County
Commission Expires Dec. 31, 2001

TRADEMARK

REEL: 002026 FRAME: 0492

U.S. Trademark Registration

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
"Orius"	Appln SN 75/666,789	
Orius Logo	Appln SN 75/718,457	

U.S. Trademarks - Pending

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PATENT

PATENT NO.

ISSUE DATE

None