

MWD 2/18/00 RECO

02-22-2000



HEET

U.S. DEPARTMENT OF Patent and Trademark

Tab settings

101272142

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

1. Name of conveying party(ies): Califone International, Inc.

MWD 2-18-00

- 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, Security Agreement, Merger, Change of Name, Other

February 8, 2000

Execution Date:

2. Name and address of receiving party(ies)

Name: First Source Financial LLP

Internal Address: c/o First Source Financial, Inc.

Street Address: 2850 West Golf Road, Fifth Floor

City: Rolling Meadows State: IL Zip: 60008

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation State, Other Illinois registered limited liability company

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

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

4. Application number(s) or trademark

A. Trademark Application No.(s) NONE

B. Trademark Registration -See the Attached-

Additional numbers attached? Yes

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

Name:

RETURN TO: Federal Research Corporation 400 Seventh St., N.W., Suite 101 Washington, DC 20004

City: Stat ZIP

6. Total number of applications and registrations

5

7. Total fee (37 CFR 3.41) \$ 140.00

- Enclosed, Authorized to be charged to deposit

8. Deposit account number:

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

2/22/2000 DCOATES 00000061 1888328

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:483 100.00 DP

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.

Rebecca L. Foley Name of Person

Signature

2/16/00 Date

Total number of pages including cover sheet, attachments, and

9

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

Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Next Renewal</u>
United States	Drake Califone	1888328	4/11/05
United States	Traklite	1012113	6/3/05
United States	Califone	1186512	1/19/02
United States	Califone	582612	11/24/03
United States	Califone	2130349	1/20/08

**AGREEMENT
(Trademark)**

THIS AGREEMENT (TRADEMARK), dated as of February 8, 2000 (this "Agreement"), between Califone International, Inc., a Delaware corporation, ("Grantor"), and **FIRST SOURCE FINANCIAL LLP**, an Illinois registered limited liability partnership, as "Agent" for all "Lenders" (as such terms are defined in the Secured Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to a Secured Credit Agreement dated as of February 8, 2000 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Secured Credit Agreement"), between Grantor and FSFP, for itself, as a Lender, and as Agent for all other Lenders, Lenders have extended Commitments to make Loans and other extensions of credit to Grantor;

WHEREAS, in connection with the Secured Credit Agreement, Grantor has executed and delivered to Agent a Security Agreement, dated as of February 8, 2000 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the initial Loans under the Secured Credit Agreement, Grantor is required to execute and deliver this Agreement and to grant to Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Liabilities; and

WHEREAS, Grantor 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, and in order to induce Lenders to make Loans (including the initial Loans) and other extensions of credit pursuant to the Secured Credit Agreement, Grantor agrees, for the benefit of Agent and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or 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 Security 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 the Liabilities, Grantor does hereby pledge and grant to Agent a security interest in, in each case, for the benefit of Agent and Lenders, all of the following property of Grantor (other than any of the following property of Grantor constituting

Excluded Property) (the "**Trademark Collateral**"), whether now or hereafter owned, acquired, licensed, 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 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 Grantor against third parties for past, present or future infringement 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 Grantor for the purpose of registering the security interest of Agent 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 Agent under the Security Agreement. The Security Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment and satisfaction in full of all Liabilities and the termination of all Commitments, Agent shall, at Grantor's expense, execute and deliver to Grantor 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. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent 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 Related Credit Document executed pursuant to the Secured Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Secured Credit 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.

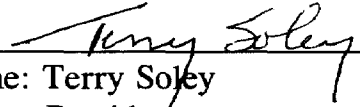
**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]**

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.

Address:

21300 Superior Street
Chatsworth, CA 91311
Attention: Terry Soley, President
Telephone: (818) 407-2418
Facsimile: (818) 407-2491

CALIFONE INTERNATIONAL, INC., a
Delaware corporation


By: 
Name: Terry Soley
Title: President

Address:

c/o First Source Financial, Inc.
2850 West Golf Road
5th Floor
Rolling Meadows, Illinois 60008
Telephone: (847) 734-2000
Facsimile: (847) 734-7910

FIRST SOURCE FINANCIAL LLP, an
Illinois registered limited liability
partnership,
individually and as Agent

By: First Source Financial, Inc., a
Delaware corporation, its
Agent/Manager

By: 
Name: Gregory R. Cooper
Title: Senior Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Nancy A Butler, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Terry Soley personally known to me to be President of CALIFONE INTERNATIONAL, INC., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that such person signed and delivered the said instrument as President of said corporation pursuant to authority, given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

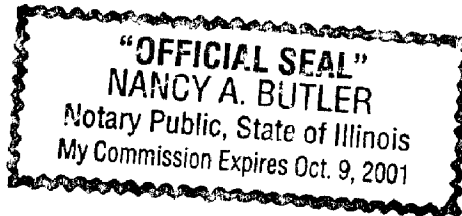
GIVEN under my hand and notarial seal this 8th day of February, 2000.

Nancy A Butler

Notary Public

My Commission Expires:

10/09/01



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Nancy A Butler, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Gregory R. Cooper personally known to me to be a Senior Vice President of FIRST SOURCE FINANCIAL, INC., a Delaware corporation, the Agent/Manager of FIRST SOURCE FINANCIAL LLP, an Illinois registered limited liability partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that such person signed and delivered the said instrument as such officer of said corporation, pursuant to authority, given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8th day of February 2000.

Nancy A Butler
Notary Public

My Commission Expires:

10/09/01

