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

REC

03-17-2000

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

2100 FEB 1



OPR/F... 101291744

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

Execution Date
Month Day Year

Name Nextlink Communications, Inc.

02 03 00

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Toronto Dominion (Texas), Inc., as agent

DBA/AKA/TA _____

Composed of _____

Address (line 1) 909 Fannin, Suite 1700

Address (line 2) _____

Address (line 3) Houston Texas 77010
City State/Country Zip Code

- Individual General Partnership Limited Partnership Association
- Corporation
- Other _____

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.)

- Citizenship/State of Incorporation/Organization Delaware

03/16/2000 JSHBAZZ 00000073 75630815

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
525.00 OP

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 gathering 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 Practice. 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

TRADEMARK
REEL: 002035 FRAME: 0040

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="75630815"/>	<input type="text" value="75549412"/>	<input type="text" value="75611059"/>	<input type="text" value="2115174"/>	<input type="text" value="717454"/>	<input type="text" value="588843"/>
<input type="text" value="75648209"/>	<input type="text" value="75640065"/>	<input type="text" value="75474231"/>	<input type="text" value="1968769"/>	<input type="text" value="2114513"/>	<input type="text" value="2097772"/>
<input type="text" value="75710961"/>	<input type="text" value="75606997"/>	<input type="text" value="75630814"/>	<input type="text" value="2250235"/>	<input type="text" value="2097771"/>	<input type="text" value="2142142"/>

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 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.

Howard A. Fine

February 11, 2000

Name of Person Signing

Signature

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)
City State/Country Zip Code

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)

75630813	75613440	75606996
75613439		

PLEDGE AND SECURITY AGREEMENT

This PLEDGE AND SECURITY AGREEMENT, dated as of February 3, 2000 (this "Agreement"), between EACH OF THE UNDERSIGNED, whether as an original signatory hereto or as an Additional Grantor (as herein defined) (each, a "Grantor"), and TORONTO DOMINION (TEXAS), INC., as agent for Lenders and Lender Counterparties (in such capacity as agent, the "Secured Party").

RECITALS:

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of February 3, 2000 (as it may be amended, supplemented or otherwise modified, the "Credit Agreement"), by and among NEXTLINK COMMUNICATIONS, INC., a Delaware company ("Company"), CERTAIN SUBSIDIARIES OF COMPANY, as Guarantors, the Lenders party thereto from time to time, GOLDMAN SACHS CREDIT PARTNERS L.P. ("GSCP"), as Syndication Agent, the Administrative Agent, BARCLAYS BANK PLC and THE CHASE MANHATTAN BANK as Co-Documentation Agents and GSCP and TD SECURITIES (USA) INC. as Joint Lead Arrangers;

WHEREAS, subject to the terms and conditions of the Credit Agreement, certain Grantors may enter into one or more Hedge Agreements with one or more Lender Counterparties (as such terms are defined in the Credit Agreement);

WHEREAS, in consideration of the extensions of credit and other accommodations of Lenders and Lender Counterparties as set forth in the Credit Agreement and the Hedge Agreements, respectively, each Grantor has agreed, subject to the terms and conditions hereof, each other Credit Document and each of the Hedge Agreements, to secure such Grantor's Obligations under the Credit Documents and the Hedge Agreements as set forth herein, and subject to the limitations set forth herein; and

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Secured Party agree as follows:

SECTION 1. GRANT OF SECURITY; DEFINITIONS

1.1 Grant of Security Interest in Personal Property. Each Grantor hereby grants to the Secured Party to secure the Secured Obligations (as hereinafter defined) to the extent and in the manner provided in Section 2, a security interest in all of such Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (collectively, the "**Collateral**"):

(a) all "**Investment Property**", which term means:

(i) all right, title and interest of such Grantor, whether now owned or hereafter acquired, in all shares of capital stock owned by such Grantor, including without limitation, all shares of capital stock described on Schedule 1.1, and the certificates, if any, representing such shares and any interest of such Grantor in the entries on the books of the issuer of such shares or on the books of any securities intermediary pertaining to such shares, and all dividends, cash, warrants, rights, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares (all of the foregoing being referred to herein collectively as the "**Pledged Stock**");

(ii) all of such Grantor's right, title and interest as a limited and/or general partner in all partnerships, including, without limitation, the partnerships described on Schedule 1.1 (the "**Partnerships**"), whether now owned or hereafter acquired, including, without limitation, all of such Grantor's right, title and interest in, to and under the partnership agreements described on Schedule 1.1 (as such agreements have heretofore been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the "**Partnership Agreements**") to which it is a party (including, if such Grantor is a general partner of any Partnership, the right to vote with respect to and to manage and administer the business of such Partnership) together with all other rights, interests, claims and other property of such Grantor in any manner arising out of or relating to its

limited and/or general partnership interest in the Partnerships, whatever their respective kind or character, whether they are tangible or intangible property, and wheresoever they may exist or be located, and further including, without limitation,

(1) all of the rights of such Grantor as a limited and/or general partner:

(A) to receive money due and to become due (including without limitation dividends, distributions, interest, income from partnership properties and operations, proceeds of sale of partnership assets and returns of capital) under or pursuant to the Partnership Agreements, to receive payments upon termination of the Partnership Agreements, and to receive any other payments or distributions, whether cash or noncash, in respect of such Grantor's limited and/or general partnership interest evidenced by the Partnership Agreements;

(B) in and with respect to claims and causes of action arising out of or relating to the Partnerships; and

(C) to have access to the Partnerships' books and records and to other information concerning or affecting the Partnerships; and

(2) any "certificate of interest" or "certificates of interest" or other certificates or instruments however designated or titled issued by the Partnerships and evidencing such Grantor's interest as a limited and/or general partner in the Partnerships (collectively, the "**Partnership Certificates**") and any interest of such Grantor in the entries on the books of any securities intermediary pertaining to such Grantor's interest as a limited and/or general partner in the Partnership and any uncertificated securities issued by the Partnerships and any security entitlement with respect to any of the foregoing (all of the foregoing being referred to herein collectively as the "**Pledged Partnership Interests**");

(iii) all of such Grantor's right, title and interest as a member of, and as an individually named party entitled to specifically

enumerated rights in, all limited liability companies (the "**LLCs**"), including, without limitation, all of such Grantor's right, title and interest in, to and under the limited liability company interests set forth on Schedule 1.1, whether now owned or hereafter acquired, including, without limitation, all of such Grantor's right, title and interest in, to and under the operating agreements with respect to any such LLC (as such agreements have heretofore been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, each, an "**LLC Agreement**") to which it is a party, regardless of whether such right, title and interest arises under such LLC Agreement, and regardless of whether any such rights arise from such Grantor's status as a member, individually named right holder, or otherwise, including:

(1) all rights of such Grantor to receive distributions of any kind, in cash or otherwise, due or to become due under or pursuant to each such LLC Agreement or otherwise in respect of such Person;

(2) all rights of such Grantor to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to each such Person;

(3) all claims of such Grantor for damages arising out of, or for the breach of, or for a default under, each such LLC Agreement;

(4) any "certificate of interest" or "certificates of interest" or other certificates or instruments however designated or titled issued by the LLCs and evidencing such Grantor's interest as a member in the LLCs (collectively, the "**LLC Certificates**"; the LLC Certificates and the Partnership Certificates collectively referred to herein as the "**Certificates**") and any interest of such Grantor in the entries on the books of any securities intermediary pertaining to such Grantor's interest as a member in the LLC and any uncertificated securities issued by the LLCs and any security entitlement with respect to any of the foregoing; and

(5) to the extent not included in the foregoing, all proceeds of any and all of the foregoing (all of the foregoing being referred to herein collectively as the "**Pledged LLC Interests**"; the Pledged Stock, the Pledged Partnership Interests and the Pledged LLC Interests being herein collectively referred to as the "**Pledged Interests**");

(iv) all additional shares of, limited and/or general partnership interests in and limited liability company interests in, and all securities convertible into and warrants, options and other rights to purchase or otherwise acquire, stock of any issuer of the Pledged Stock, limited and/or general partnership interests in the Partnerships, and limited liability company interests in the LLCs, from time to time acquired by such Grantor in any manner (which shares or interests shall be part of the Pledged Interests), the certificates or other instruments representing such additional shares or interests, securities, warrants, options or other rights and any interest of such Grantor in the entries on the books of any financial intermediary pertaining to such additional shares or interests, and all interest, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such indebtedness, and all dividends, distributions, cash, warrants, rights, instruments, payments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing;

(v) all shares of, limited and/or general partnership interests in, and limited liability company interests in, and all securities convertible into and warrants, options and other rights to purchase or otherwise acquire, stock of, limited and/or general partnership interests in, or limited liability company interests in any Person that, after the date of this Agreement, becomes, as a result of any occurrence, a direct Subsidiary of such Grantor (which shares or interests shall be deemed to be part of the Pledged Interests), the certificates or other instruments representing such shares, interests, securities, warrants, options or other rights and any interest of such Grantor in the entries on the books of any financial intermediary pertaining to such shares or interests and all dividends, distributions, cash, warrants, rights, instruments and other property or proceeds from time to

time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares, interests, securities, warrants, options or other rights, and all Indebtedness from time to time owed to such Grantor by any Person that, after the date of this Agreement, becomes, as a result of any occurrence, a Subsidiary of such Grantor, and the instruments evidencing such Indebtedness, and all interest, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Indebtedness (all of the Securities referred to in the foregoing clauses (iv) and (v) being herein collectively referred to as the "**Additional Pledged Interests**");

(vi) the Collateral Account (as defined in Section 4.6(c)) and the Restricted Payments Collateral Account (as defined in Section 4.7), together with all amounts on deposit from time to time in such accounts, and all interest, cash, instruments, securities, Securities Entitlements, Financial Assets and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing; and

(vii) all other investment property (as defined in Section 9-115 of the UCC (or any successor provisions thereof));

(b) all right, title and interest of such Grantor, whether now owned or hereafter acquired, of all Indebtedness owed to such Grantor (other than any Indebtedness owed to Grantor by any Foreign Subsidiary thereof), including, without limitation, all Indebtedness described on Schedule 1.1, issued by the obligors named therein, the instruments evidencing such Indebtedness, and all interest, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Indebtedness (all of the foregoing being referred to herein collectively as the "**Pledged Debt**");

(c) all "**Intellectual Property**", which term means:

(i) all trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned or used by such Grantor in its business, or hereafter adopted

and used, including, without limitation, the trademarks specifically identified in Schedule 3.3 (all of the foregoing being referred to herein collectively as the "**Trademarks**"); all registrations that have been or may hereafter be issued or applied for with respect to the Trademarks in the United States and any state thereof and in certain foreign countries, including, without limitation, the registrations specifically identified in Schedule 3.3 (all of the foregoing being referred to herein collectively as the "**Trademark Registrations**"); all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in certain foreign countries (all of the foregoing being referred to herein collectively as the "**Trademark Rights**"); and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith (collectively, the "**Associated Goodwill**");

(ii) all patents and patent applications and rights and interests in patents and patent applications under any domestic law that are presently, or in the future may be, owned by such Grantor and all patents and patent applications and rights and interests in patents and patent applications under any domestic law that are presently, or in the future may be, held or used by such Grantor in whole or in part, including, without limitation, the patents and patent applications listed in Schedule 3.3; all rights in and to such patents and patent applications (but not obligations corresponding thereto), including, without limitation, the right (but not the obligation, and exercisable only upon the occurrence and continuation of an Event of Default) to sue for past, present and future infringements in the name of such Grantor or in the name of the Secured Party and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (all of the foregoing being collectively referred to as the "**Patents**"); and

(iii) various published and unpublished works of authorship including, without limitation, computer programs, computer data bases, other computer software, including without limitation, object code and source code, mask works, semiconductor chips, masks, cell libraries, layouts, trade secrets, trade secret rights, ideas, drawings, designs, schematics, algorithms, writings, techniques, processes and formulas, (all of the foregoing being referred to herein collectively as the "**Trade Secrets and Copyrights**"); all copyright

registrations issued to such Grantor and applications for copyright registration that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in certain foreign countries, including, without limitation, the registrations listed on Schedule 3.3 (all of the foregoing being referred to herein collectively as the "**Copyright Registrations**"); all common law and other rights in and to the Copyrights in the United States and any state thereof and in certain foreign countries including all copyright licenses (all of the foregoing being referred to herein collectively as the "**Copyright Rights**"), including, without limitation, each of the Copyrights, rights, title and interests in and to the Copyrights and works protectable by copyright, which are presently, or in the future may be, owned, created (as a work for hire for the benefit of such Grantor), authored (as a work for hire for the benefit of such Grantor), acquired or used (whether pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) by such Grantor, in whole or in part, and all Copyright Rights with respect thereto and all Copyright Registrations therefor, heretofore or hereafter granted or applied for, and all renewals and extensions thereof, throughout the world, including all proceeds thereof (such as, by way of example and not by limitation, license royalties and proceeds of infringement suits), the right (but not the obligation) to renew and extend such Trade Secrets and Copyrights, Copyright Registrations and Copyright Rights and to register works protectable by copyright and the right (but not the obligation and exercisable only upon the occurrence and continuation of an Event of Default) to sue or bring opposition or cancellation proceedings in the name of such Grantor or in the name of the Secured Party for past, present and future infringements of the Trade Secrets and Copyrights and Copyright Rights;

(d) all of such Grantor's right, title and interest in, to and under any equipment in all of its forms (including, without limitation, all equipment as defined in Section 9-109(2) of the UCC or any successor provision thereof), all accessions or additions thereto, all parts thereof, whether or not at any time of determination incorporated or installed therein or attached thereto, and all replacements therefor, wherever located, now or hereafter existing, including any fixtures (all of the foregoing being referred to herein collectively as the "**Equipment**");

(e) all of such Grantor's right, title and interest in, to and under any inventory in all of its forms (including, without limitation, all inventory as defined in Section 9-109(4) of the UCC or any successor provision thereof), including, but not limited to the following:

(i) all goods held by such Grantor for sale or lease or to be furnished under contracts of service or so leased or furnished;

(ii) all raw materials, work in process, finished goods, and materials used or consumed in the manufacture, packing, shipping, advertising, selling, leasing, furnishing or production of such inventory or otherwise used or consumed in such Grantor's business;

(iii) all goods in which such Grantor has an interest in mass or a joint or other interest or right of any kind;

(iv) all goods which are returned to or repossessed by such Grantor, and all accessions thereto and products thereof (all of the foregoing being referred to herein collectively as the "**Inventory**"); and

(v) all negotiable and non-negotiable documents of title, including, without limitation, warehouse receipts, dock receipts and bills of lading issued by any Person covering any Inventory;

(f) all of such Grantor's right, title and interest in, to and under any accounts, chattel paper, documents, payment intangibles, general intangibles (each as defined in the UCC) and all contract rights, other rights and obligations of any kind (all of the foregoing being referred to herein collectively as the "**Accounts**"), and all instruments (the "**Instruments**") as defined in the UCC and all of such Grantor's rights in, to and under all security agreements, leases, contracts and other property (real or personal) securing or otherwise relating to any Accounts or any Instrument (all of the foregoing being referred to herein collectively as the "**Related Contracts**");

(g) without limiting clause (f) above, all of such Grantor's right, title and interest in, to and under all agreements and contracts to which such Grantor is a party as of the date hereof, including, without limitation, each Material Contract and each contract described on Schedule 1.1 hereof, or to which such Grantor becomes a

party after the date hereof, as each such agreement may be amended, supplemented or otherwise modified from time to time (all of the foregoing being referred to herein collectively as the "**Assigned Agreements**"), including the following:

(i) all rights of such Grantor to receive moneys due or to become due under or pursuant to the Assigned Agreements;

(ii) all rights of such Grantor to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to the Assigned Agreements;

(iii) all claims of such Grantor for damages arising out of any breach of or default under the Assigned Agreements; and

(iv) all rights of such Grantor to terminate, amend, supplement, modify or exercise rights or options under the Assigned Agreements, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder;

(h) all goods (as defined in Section 9-105(h) of the UCC or any successor provision thereof), motor vehicles and insurance policies;

(i) to the extent not otherwise included in any other subsection hereof, all other general intangibles, including tax refunds, rights to payment or performance, choses in action and judgments taken on any rights or claims included in the Collateral;

(j) all books, records, ledger cards, files, correspondence, computer programs, tapes, disks and related data processing software that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon;

(k) without limiting Sections 1.1(a) through 1.1(j), all of such Grantor's right, title and interest in and to all Telecommunications Assets, wherever located, now or hereafter existing, including fixtures; and

(l) to the extent not covered by Sections 1.1(a) through 1.1(k), all other personal property of such Grantor, all proceeds, products, accessions, rents and profits of or from any and all of the foregoing Collateral and, to the extent not

otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral. For purposes of this Agreement, the term "**proceeds**" includes all payments or distributions made with respect to any Investment Property and whatever is receivable or received when Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

1.2 Grant of Security Interest in Telecommunication Assets.

Each Grantor hereby grants to the Administrative Agent, to secure the Secured Obligations (as hereinafter defined) to the extent and in the manner provided in Section 2, a security interest in all of such Grantor's Telecommunication Assets, wherever located, now or hereafter existing, including fixtures and including, without limitation, each of those assets listed as a "Telecommunication Asset" in any Funding Notice.

1.3 Certain Limited Exclusions.

Notwithstanding anything herein to the contrary, in no event shall the Collateral include, and no Grantor shall be deemed to have granted a security interest in, any of such Grantor's right, title or interest (a) in any Intellectual Property, if the grant of such security interest shall constitute or result in the abandonment, invalidation or rendering unenforceable any right, title or interest of any Grantor therein; (b) in any license, contract, agreement or regulatory or statutory right to which such Grantor is a party or grantee, or any of its rights or interests thereunder, including, without limitation, with respect to any Partnership Interests or any LLC Interests, to the extent, but only to the extent, that such a grant would, under the terms of such license, contract, agreement (including, without limitation, any Partnership Agreements or any LLC Agreements) or regulatory or statutory right, or otherwise, result in a breach or termination of the terms of, or constitute a default under or termination of any such license, contract, agreement (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-318(4) of the Uniform Commercial Code of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); or regulatory or statutory right, provided, immediately upon the ineffectiveness, lapse or termination of any such provision, the Collateral shall include, and such Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect; or (c) any Collateral to the extent, but only to the extent, that such a grant would conflict with or constitute a default under any Public Indenture in effect from time to time.

1.4 Definitions; Interpretation. Capitalized terms used herein (including the preamble and recitals hereto) and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement or, if not defined therein, in the Uniform Commercial Code as in effect from time to time in the State of New York (the "UCC"). References to "Sections", "Exhibits" and "Schedules" shall be to Sections, Exhibits and Schedules, as the case may be, of this Agreement unless otherwise specifically provided. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. The rules of construction set forth in Section 1.3 of the Credit Agreement shall be applicable to this Agreement mutatis mutandis. If any conflict or inconsistency exists between this Agreement and the Credit Agreement, the Credit Agreement shall govern.

SECTION 2. SECURITY FOR OBLIGATIONS; GRANTORS REMAIN LIABLE

2.1 Security for Obligations.

(a) With respect to the Obligations of Company, this Agreement secures, and the Collateral of Company is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving any of the Grantors), of all Obligations of Company (the "**Company Secured Obligations**").

(b) With respect to the Obligations of all Grantors other than Company, this Agreement secures, and the Collateral of each such Grantor is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving any of the Grantors), of the Guaranteed Obligations (as defined in the Credit Agreement).

(c) With respect to the obligation of Company to repay Loans the proceeds of which are used to provide purchase money financing for the construc-

tion, acquisition or improvement of Telecommunications Assets pursuant to, and in accordance with the terms of, the Credit Agreement (each such Loan, as identified on the applicable Funding Notice, a "**Purchase Money Loan**", and all such Loans collectively, the "**Purchase Money Loans**"), in addition to securing the Company Secured Obligations and the Guaranteed Obligations as provided in clauses (a) and (b) above, this Agreement secures, and the grant of a security interest by all Grantors in such Telecommunications Assets constructed, acquired or improved with the proceeds of such Purchase Money Loans is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving any of the Grantors), of all Obligations of Company with respect to such Purchase Money Loans (the "**Purchase Money Secured Obligations**", and collectively with the Company Secured Obligations and the Guaranteed Obligations, the "**Secured Obligations**").

2.2 Grantors Remain Liable. Anything contained herein to the contrary notwithstanding:

(i) each Grantor shall remain liable under any Partnership Agreement, LLC Agreement or any other contracts and agreements included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed;

(ii) the exercise by the Secured Party of any of its rights hereunder shall not release any Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral; and

(iii) neither the Secured Party nor any Lender or Lender Counterparty shall have any obligation or liability under any Partnership Agreement, LLC Agreement or any other contracts and agreements included in the Collateral by reason of this Agreement, nor shall the Secured Party, any Lender or any Lender Counterparty be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder; and

(a) Notwithstanding any of the foregoing, this Agreement shall not in any way be deemed to obligate the Secured Party, any Lender, any Lender Counterparty or any purchaser at a foreclosure sale under this Agreement to assume any of any Grantor's obligations, duties, expenses or liabilities under any LLC Agreement or Partnership Agreement (including any Grantor's obligations as a general partner for the debts and obligations of a Partnership) and to manage the business and affairs of any Partnership or any of such Grantor's obligations for the debts and obligations of an LLC, or under any and all other agreements now existing or hereafter drafted or executed (collectively, the "**Grantor Obligations**") unless the Secured Party, any Lender, any Lender Counterparty or any such purchaser otherwise expressly agrees in writing to assume any or all of said Grantor Obligations. In the event of foreclosure by the Secured Party, each Grantor shall remain bound and obligated to perform its Grantor Obligations arising during or otherwise related to its ownership of the Collateral, and neither the Secured Party nor any Lender or Lender Counterparty shall be deemed to have assumed any of such Grantor Obligations except as provided in the preceding sentence. Without limiting the generality of the foregoing, neither the grant of the security interest in the Collateral in favor of the Secured Party as provided herein nor the exercise by the Secured Party of any of its rights hereunder nor any action by the Secured Party in connection with a foreclosure on the Collateral shall be deemed to constitute the Secured Party or any Lender a partner of any Partnership or a member of any LLC; provided, in the event the Secured Party or any purchaser of Collateral at a foreclosure sale elects to become a substituted general partner of any Partnership or manager of any LLC in place of any Grantor, the Secured Party or such purchaser, as the case may, shall adopt in writing the applicable Partnership Agreement or LLC Agreement, as the case may be, and agree to be bound by the terms and provisions thereof.

SECTION 3. REPRESENTATIONS AND WARRANTIES

3.1 Generally. Each Grantor represents and warrants that each of the representations and warranties set forth in Section 4.14 of the Credit Agreement is true and correct with respect to each item of Collateral applicable thereto owned by such Grantor as if fully set forth herein. In addition to the foregoing, except with respect to any Permitted Lien and such as have been filed in favor of the Secured Party as set forth on Schedule 3.1 hereof, no effective UCC financing statement, fixture filing or other instrument similar in effect covering all or any part of the Collateral is on file in any filing or recording office.

3.2 Investment Property. In addition to any other representation made thereby in any other Credit Document, each Grantor makes the following representations and warranties with respect to each item of Collateral applicable thereto owned by such Grantor:

(a) all of the Pledged Stock has been duly authorized and validly issued and is fully paid and non-assessable;

(b) except as set forth on Schedule 1.1, the Pledged Interests constitute all of the issued and outstanding equity Securities of each issuer thereof (or 65% of the issued and outstanding equity Securities of each issuer thereof which is a controlled foreign corporation (each, a "**controlled foreign corporation**")) that are owned by such Grantor, and there are no outstanding warrants, options or other rights to purchase, or other agreements outstanding with respect to, or property that is now or hereafter convertible into, or that requires the issuance or sale of, any of such Pledged Interests;

(c) each Grantor is the record and beneficial owner of, and has good and marketable title to, the Pledged Stock pledged by it hereunder, free of any and all Liens or options in favor of or claims of, any other Person, except the security interest created by this Agreement;

(d) all of the Pledged Debt has been duly authorized, authenticated or issued, and delivered and is the legal, valid and binding obligation of the issuers thereof and is not in default and constitutes all of the issued and outstanding inter-company Indebtedness evidenced by a promissory note of the respective issuers thereof owing to such Grantor;

(e) with respect to any "uncertificated securities" (as such term is defined in the UCC), such Grantor has caused the issuer of such uncertificated securities to (i) register the Secured Party as the registered owner on the books and records of any issuer of uncertificated securities or (ii) agree in writing to comply with the Secured Party's instructions without further consent by such Grantor;

(f) with respect to any Partnership Interests or LLC Interests that constitute "securities" (as such term is defined in the UCC), such Partnership Interests or LLC Interests, as the case may be, are evidenced by certificates and such certificates have been delivered to the Secured Party in accordance with Section 4.2 hereof; and

(g) with respect to all Investment Property, no consent of any Person, including any other limited or general partner of the Partnerships, any other member of any LLC, or any creditor of any Grantor, and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for either:

(i) the grant by any Grantor of the security interests granted hereby;

(ii) the execution, delivery or performance of this Agreement by any Grantor; or

(iii) the perfection of or the exercise by the Secured Party of its rights and remedies hereunder (except (1) as may have been taken by or at the direction of any Grantor and (2) applicable state and federal regulatory consents relating to transfers of securities of regulated entities in connection with the exercise of remedies by Secured Party or any Lenders).

3.3 Intellectual Property Collateral. In addition to any other representation made thereby in any other Credit Document, each Grantor makes the following representations and warranties with respect to each item of Collateral applicable thereto owned by such Grantor:

(a) a true and complete list of all Trademark Registrations and Trademark, Patents and Copyright Registrations and applications for Copyright Registrations owned, held (whether pursuant to a license or otherwise) or used by such Grantor, in whole or in part, as of the date of this Agreement is set forth on Schedule 3.3;

(b) except as set forth on Schedule 3.3, there are not any pending or, to the best of such Grantor's knowledge, any threatened claims by any third party that any of the Intellectual Property owned, held or used by such Grantor is invalid or unenforceable; and

(c) except as set forth on Schedule 3.3, no effective security interest or other Lien covering all or any part of the Intellectual Property Collateral is on file

in the United States Patent and Trademark Office or the United States Copyright Office.

3.4 Location of Equipment and Inventory. In addition to the representations and warranties made thereby in any other Credit Document, each Grantor represents and warrants that with respect to each item of Collateral applicable thereto owned by such Grantor all of the Equipment and Inventory is, as of the date hereof, located in the jurisdictions specified in Schedule 3.4. Any goods now or hereafter produced by any Grantor included in the Collateral have been and will be produced in compliance with the requirements of the Fair Labor Standards Act, as amended.

3.5 Chief Executive Office Locations; Jurisdiction of Organization. In addition to the representations and warranties made thereby in any other Credit Document, each Grantor represents and warrants that: (i) its chief executive office (or other office that serves as the chief place of business or the office where such Grantor keeps its records regarding the Accounts and all originals of all chattel paper or contracts that evidence Accounts) is, and has been for the four month period preceding the date hereof, located at the places indicated on Schedule 3.5(A), and (ii) the jurisdiction of organization of such Grantor is the jurisdiction indicated on Schedule 3.5(B). If the principal place of business of any Grantor is located outside of the United States, then Schedule 3.5 shall also include the address of the major executive office in the United States, if any, of such Grantor.

3.6 Other Names. Each Grantor has not in the past five years, and does not now do, business under any other name (including any trade-name or fictitious business name) except for those names set forth on Schedule 3.6.

3.7 Accounts. Except as notified to Secured Party in writing, (i) each Account is and will be (1) the legal, valid and binding obligation of the account debtor in respect thereof, representing an unsatisfied obligation of such account debtor and (2) enforceable in accordance with its terms and (ii) none of the account debtors in respect of any Account is the government of the United States, any agency or instrumentality thereof, any state or municipality or any foreign sovereign.

3.8 Assigned Agreements. The Assigned Agreements, true and complete copies of which have been furnished to the Secured Party, have been duly authorized, executed and delivered by all parties thereto, have not been amended or otherwise modified except as permitted by Section 1.1(g) hereof, are in full force and

effect and are binding upon and enforceable against all parties thereto in accordance with their respective terms.

SECTION 4. COVENANTS OF GRANTORS

4.1 Generally. Each Grantor hereby covenants as follows:

(a) notify in writing the Secured Party of any change in Grantor's name, identity or corporate structure or the establishment of any trade names at least thirty (30) days prior to any such change;

(b) notify in writing the Secured Party of any change in its jurisdiction of organization at least thirty (30) days prior to any such change;

(c) diligently keep reasonable records respecting the Intellectual Property Collateral and at all times keep at least one complete set of its records concerning such Collateral at its chief executive office or principal place of business; and

(d) shall not sell, transfer or assign (by operation of law or otherwise) any Collateral except as permitted by Section 6 of the Credit Agreement (a "**Permitted Sale**"); provided, so long as (1) no Event of Default shall have occurred and is then continuing or would occur after giving effect to a Permitted Sale, and (2) to the extent required by Section 2.12(a) of the Credit Agreement, the Net Asset Sale Proceeds with respect to such Permitted Sale are delivered to the Secured Party not later than as specified in the Credit Agreement, the Secured Party shall release the Lien hereof encumbering the Collateral that is the subject of such Permitted Sale. The Secured Party shall execute each and every appropriate filing statement and/or recording document reasonably requested by any Grantor in connection with the foregoing. Any reasonable expense or cost incurred by the Secured Party in connection with any such release shall be for the account of the applicable Grantor.

4.2 Investment Property.

(a) Delivery; Consents.

(i) All certificates or instruments representing or evidencing the Investment Property shall (in the case of any Investment Property existing on the Closing Date, on or prior to the Closing Date and, in the case of any other Investment Property, promptly upon receipt thereof) be delivered to and held by or on behalf of the Secured Party pursuant hereto and shall be in suitable form for transfer by delivery or, as applicable, shall be accompanied by Grantor's endorsement, where necessary, or duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to the Secured Party. Upon the occurrence and during the continuation of an Event of Default, the Secured Party shall have the right, without notice to any Grantor, to transfer to or to register in the name of the Secured Party or any of its nominees any or all of the Investment Property, subject only to the revocable rights specified herein. In addition, the Secured Party shall have the right at any time to exchange certificates or instruments representing or evidencing Investment Property for certificates or instruments of smaller or larger denominations;

(ii) Each Grantor hereby consents to the pledge of the Pledged Partnership Interests by each other Grantor in each Partnership pursuant to the terms hereof, and, subject to Section 7, to the transfer of such Pledged Partnership Interests to the Secured Party or its nominee and to the substitution of the Secured Party or its nominee as a substituted Partner of each such Partnership with all the rights, powers and duties of a general partner or a limited partners, as the case may be; and

(iii) Each Grantor hereby consents to the pledge of the Pledged LLC Interests by each other Grantor in each LLC pursuant to the terms hereof, and, subject to Section 7, to the transfer of such Pledged LLC Interests to the Secured Party or its nominee and to the substitution of the Secured Party or its nominee as a substituted member of the LLC with all the rights, powers and duties of a mem-

ber of the LLC in question and/or the Grantor as an individually named party to certain enumerated rights with respect to such LLC.

(b) Voting and Distributions.

(i) So long as no Event of Default shall have occurred and be continuing:

(1) each Grantor shall be entitled to exercise or refrain from exercising any and all voting and other consensual rights pertaining to the Investment Property or any part thereof for any purpose not inconsistent with the terms of this Agreement or the Credit Agreement;

(2) Grantor shall be entitled to receive and retain, and to utilize free and clear of the lien of this Agreement, any and all dividends and interest paid in respect of the Investment Property; and

(3) the Secured Party shall promptly execute and deliver (or cause to be executed and delivered) to Grantor all such proxies, dividend payment orders and other instruments as Grantor may from time to time reasonably request for the purpose of enabling Grantor to exercise the voting and other consensual rights when and to the extent which it is entitled to exercise the same pursuant to clause (1) above and to receive the dividends, principal or interest payments which it is authorized to receive and retain pursuant to clause (2) above;

(ii) Upon the occurrence and during the continuation of an Event of Default:

(1) upon written notice from the Secured Party to any Grantor, all rights of Grantor to exercise or refrain from exercising the voting and other consensual rights which it would otherwise be entitled to

exercise pursuant hereto shall cease, and all such rights shall thereupon become vested in the Secured Party who shall thereupon have the sole right to exercise such voting and other consensual rights;

(2) all rights of Grantor to receive the dividends, interest payments, and payments under or in connection with the Partnership Agreements and/or the LLC Agreements which it would otherwise be authorized to receive and retain pursuant hereto shall cease, and all such rights shall thereupon become vested in the Secured Party who shall thereupon have the sole right to receive and hold as Investment Property such dividends and interest payments; and

(3) all payments which are received by Grantor contrary to the provisions of clause (2) above shall be received in trust for the benefit of the Administrative Agent, shall be segregated from other funds of Grantor and shall forthwith be paid over to the Secured Party as Investment Property in the same form as so received (with any necessary endorsements); and

(iii) IN ORDER TO PERMIT THE SECURED PARTY TO EXERCISE THE VOTING AND OTHER CONSENSUAL RIGHTS WHICH IT MAY BE ENTITLED TO EXERCISE PURSUANT HERETO AND TO RECEIVE ALL DIVIDENDS AND OTHER DISTRIBUTIONS WHICH IT MAY BE ENTITLED TO RECEIVE HEREUNDER:

(1) GRANTOR SHALL PROMPTLY EXECUTE AND DELIVER (OR CAUSE TO BE EXECUTED AND DELIVERED) TO THE SECURED PARTY ALL SUCH PROXIES, DIVIDEND PAYMENT ORDERS AND OTHER INSTRUMENTS AS THE SECURED PARTY MAY FROM TIME TO TIME REASONABLY REQUEST; AND

(2) WITHOUT LIMITING THE EFFECT OF CLAUSE (1) ABOVE, EACH GRANTOR HEREBY GRANTS TO THE SECURED PARTY AN IRREVOCABLE PROXY (BEING COUPLED WITH AN INTEREST) TO VOTE THE PLEDGED INTERESTS AND TO EXERCISE ALL OTHER RIGHTS, POWERS, PRIVILEGES AND REMEDIES TO WHICH A HOLDER OF THE PLEDGED INTERESTS WOULD BE ENTITLED (INCLUDING GIVING OR WITHHOLDING WRITTEN CONSENTS OF SHAREHOLDERS, CALLING SPECIAL MEETINGS OF SHAREHOLDERS AND VOTING AT SUCH MEETINGS), WHICH PROXY SHALL BE EFFECTIVE, AUTOMATICALLY AND WITHOUT THE NECESSITY OF ANY ACTION (INCLUDING ANY TRANSFER OF ANY PLEDGED INTERESTS ON THE RECORD BOOKS OF THE ISSUER THEREOF) BY ANY OTHER PERSON (INCLUDING THE ISSUER OF THE PLEDGED INTERESTS OR ANY OFFICER OR AGENT THEREOF), UPON THE OCCURRENCE AND DURING THE CONTINUATION OF AN EVENT OF DEFAULT, AND WHICH PROXY SHALL ONLY TERMINATE UPON THE PAYMENT IN FULL OF THE SECURED OBLIGATIONS.

(c) Additional Pledged Interests.

(i) Each Grantor agrees that it will, upon obtaining any Additional Pledged Interests, promptly (and in any event within five Business Days) deliver to the Administrative Agent a Pledge Supplement, duly executed by Grantor, in substantially the form of Exhibit A (a "**Pledge Supplement**"), in respect of such Additional Pledged Interests; provided that such Additional Pledged Interests will not include any of the outstanding capital stock of a controlled foreign corporation in excess of 65% of the voting power of all classes of capital stock of such controlled foreign corporation entitled to vote. Each Grantor hereby authorizes the Secured Party to attach each Pledge Supplement to this Agreement and agrees that all Pledged Interests of Grantor listed on any Pledge Supplement shall for all purposes

hereunder be considered Collateral of Grantor; provided, the failure of any Grantor to execute a Pledge Supplement with respect to any Additional Pledged Interests shall not impair the security interest of the Secured Party therein or otherwise adversely affect the rights and remedies of the Secured Party hereunder with respect thereto;

(ii) Each Grantor shall cause each Person which is an issuer of an uncertificated security included in the Collateral to execute and deliver all instruments and documents as may be necessary or advisable, and take all further action the Secured Party may reasonably request, in order to perfect and protect any security interest granted or purported to be granted in such uncertificated securities, to establish "control" (as such term is defined in the UCC) by the Secured Party over such Collateral or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to such Collateral, including, and as applicable, (1) register the Secured Party as the registered owner of the uncertificated security upon the books of such Person in accordance with Article 8 of the UCC, or (2) cause the issuer of such uncertificated security to comply with the Administrative Agent's instructions without further consent by such Grantor; and

(iii) No Grantor shall consent to any such Partnership or LLC electing to have their interests governed by Article 8 of the Uniform Commercial Code of any jurisdiction (1) without the prior written consent of the Secured Party and (2) unless such Partnership or LLC also elects to issue certificates evidencing the interests and in any event shall promptly inform the Secured Party in writing of any such election and take all action requested by the Secured Party to perfect and establish the Secured Party's control over such interests, including, without limitation, delivery of any such certificates pursuant to Section 4.2 hereof.

4.3 Intellectual Property Collateral.

(a) Covenants. Each Grantor hereby covenants as follows:

(i) it shall hereafter use commercially reasonable efforts so as not to permit the inclusion in any contract to which it

hereafter becomes a party of any provision that could or might in any way materially impair or prevent the creation of a security interest in, or the assignment of, such Grantor's rights and interests in any property included within the definitions of any Intellectual Property Collateral acquired under such contracts;

(ii) it shall take all steps reasonably necessary to protect the secrecy of all trade secrets relating to the products and services sold or delivered under or in connection with the Intellectual Property Collateral, including, without limitation, entering into confidentiality agreements with employees and labeling and restricting access to secret information and documents;

(iii) it shall use proper statutory notice in connection with its use of any of the Intellectual Property Collateral;

(iv) it shall use consistent standards of high quality (which may be consistent with such Grantor's past practices) in the manufacture, sale and delivery of products and services sold or delivered under or in connection with the Intellectual Property Collateral; and

(v) it shall furnish to the Secured Party from time to time statements and schedules further identifying and describing any Intellectual Property Collateral and such other reports in connection with such Collateral as the Secured Party may reasonably request, all in reasonable detail.

(b) Collections.

(i) Except as otherwise provided in this Section 4.3, each Grantor shall continue to collect, at its own expense, all amounts due or to become due to such Grantor in respect of the Intellectual Property Collateral or any portion thereof; provided, the Secured Party shall have the right at any time, upon the occurrence and during the continuation of an Event of Default and upon written notice to such Grantor of its intention to do so, to notify the obligors with respect to any such amounts of the existence of the security interest created hereby and to direct such obligors to make payment of all

such amounts directly to the Secured Party, and, upon such notification and at the expense of such Grantor, to enforce collection of any such amounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done;

(ii) After the exercise by Secured Party of the rights referred to in the proviso to the preceding sentence and during the continuation of any Event of Default:

(1) all amounts and proceeds (including checks and other instruments) received by Grantor in respect of amounts due to such Grantor in respect of the Collateral or any portion thereof shall be received in trust for the benefit of the Secured Party hereunder, shall be segregated from other funds of such Grantor and shall be forthwith paid over or delivered to the Secured Party in the same form as so received (with any necessary endorsement) to be held as cash Collateral and applied as provided by Section 7.5; and

(2) Grantor shall not adjust, settle or compromise the amount or payment of any such amount or release wholly or partly any obligor with respect thereto or allow any credit or discount thereon.

(c) Applications and Registrations. Each Grantor shall have the duty to diligently, through counsel reasonably acceptable to the Secured Party, prosecute, file and/or make, unless and until such Grantor, in its commercially reasonable judgment, decides otherwise:

(i) any application relating to any of the Intellectual Property Collateral owned, held or used by such Grantor and identified on Schedule 3.3, that is pending as of the date of this Agreement;

(ii) any Registration of any existing or future unregistered but copyrightable works (except for works of nominal commercial value or with respect to which such Grantor has determined in the exercise of its commercially reasonable judgment that it shall not seek registration);

(iii) application on any existing patent or future patentable but unpatented invention comprising Intellectual Property Collateral (except for inventions of nominal commercial value (as determined by such Grantor in its commercially reasonable judgment) or with respect to which such Grantor has determined, in its commercially reasonable judgment, that it shall not seek issuance of a patent); and

(iv) any Trademark opposition and cancellation proceedings, renew Trademark Registrations and Copyright Registrations and do any and all acts which are necessary or desirable, as determined in such Grantor's commercially reasonable judgment, to preserve and maintain all rights in all Intellectual Property Collateral. Any expenses incurred in connection therewith shall be borne solely by Grantor. Subject to the foregoing, Grantor shall give the Secured Party prior written notice of any abandonment of any Intellectual Property Collateral or any right to file a patent application or any pending patent application or any Patent.

(d) Litigation. Except as provided herein, each Grantor shall have the right to commence and prosecute in its own name, as real party in interest, for its own benefit and at its own expense, such suits, proceedings or other actions for infringement, unfair competition, dilution, misappropriation or other damage, or reexamination or reissue proceedings as are in its commercially reasonable judgment necessary to protect the Intellectual Property Collateral. The Secured Party shall provide, at Grantor's expense, all reasonable and necessary cooperation in connection with any such suit, proceeding or action including, without limitation, joining as a necessary party. Each Grantor shall promptly, following its becoming aware thereof, notify the Secured Party of the institution of, or of any adverse determination in, any proceeding (whether in the United States Patent and Trademark Office, the United States Copyright Office or any federal, state, local or foreign court) or regarding such Grantor's ownership, right to use, or interest in any Intellectual Property Collateral and such Grantor shall provide to the Secured Party any information with respect thereto as may be reasonably requested by the Secured Party.

(e) Certain Rights of the Secured Party.

(i) In addition to, and not by way of limitation of, the granting of a security interest in the Collateral pursuant hereto, each Grantor, effective upon the occurrence and during the continuation of an Event of Default and upon written notice from the Administrative

Agent, shall grant, sell, convey, transfer, assign and set over to the Secured Party, for its benefit and the ratable benefit of Lenders, all of such Grantor's right, title and interest in and to the Intellectual Property Collateral to the extent necessary to enable the Secured Party to use, possess and realize on the Collateral and to enable any successor or assign to enjoy the benefits of the Collateral. This right and license shall inure to the benefit of all successors, assigns and transferees of the Secured Party and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and license shall be granted free of charge, without requirement that any monetary payment whatsoever be made to such Grantor; and

(ii) If and to the extent that any Grantor is permitted to license the Intellectual Property Collateral, the Secured Party shall promptly enter into a non-disturbance agreement or other similar arrangement, at such Grantor's request and expense, with such Grantor and any licensee of any Intellectual Property Collateral permitted hereunder in form and substance reasonably satisfactory to the Secured Party pursuant to which (1) the Administrative Agent shall agree not to disturb or interfere with such licensee's rights under its license agreement with Grantor so long as such licensee is not in default thereunder, and (2) such licensee shall acknowledge and agree that the Intellectual Property Collateral licensed to it is subject to the security interest created in favor of the Secured Party and the other terms of this Agreement.

(f) New Intellectual Property Collateral.

(i) If any Grantor shall hereafter obtain rights to any new Intellectual Property Collateral or become entitled to the benefit of (1) any patent application or patent or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement of any Patent; or (2) any Copyright Registration, application for Registration or renewals or extension of any Copyright, then in any such case, the provisions of this Agreement shall automatically apply thereto;

(ii) Each Grantor shall promptly notify the Secured Party in writing of any of the foregoing rights acquired by such

Grantor after the date hereof and of (1) any Trademark Registrations issued or applications for Trademark Registration or applications for Patents made, and (2) any Copyright Registrations issued or applications for Copyright Registration made, in any such case, after the date hereof;

(iii) Promptly after the filing of an application for any (1) Trademark Registration, (2) Patent, and (3) Copyright Registration, each Grantor shall execute and deliver to the Secured Party and record in all places where this Agreement is recorded a Pledge Supplement, pursuant to which such Grantor shall grant to the Secured Party a security interest to the extent of its interest in such Intellectual Property Collateral; provided, if, in the reasonable judgment of such Grantor, after due inquiry, granting such interest would result in the grant of a Trademark Registration or Copyright Registration in the name of the Secured Party, in which event such Grantor shall give written notice to the Secured Party as soon as reasonably practicable and the filing shall instead be undertaken as soon as practicable but in no case later than immediately following the grant of the applicable Trademark Registration or Copyright Registration, as the case may be; and

(iv) In addition to the foregoing, each Grantor hereby authorizes the Secured Party to modify this Agreement without obtaining Grantor's approval of or signature to such modification by amending Schedule 3.3, as applicable, to include a complete and accurate reference to any right, title or interest in any existing Intellectual Property Collateral or any Intellectual Property Collateral acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which Grantor no longer has or claims any right, title or interest.

4.4 Equipment and Inventory. With respect to all Equipment and Inventory other than Telecommunications Assets, each Grantor shall:

(a) keep the Equipment and Inventory in the jurisdictions specified on Schedule 3.4 or upon 30 days' prior written notice to the Secured Party, in such other jurisdictions where all action that the Secured Party may reasonably request, in

order to perfect and protect any security interest granted or purported to be granted hereby, or to enable the Secured Party to exercise and enforce its rights and remedies hereunder, with respect to such Equipment and Inventory shall have been taken;

(b) keep correct and accurate records of the Inventory, itemizing and describing the kind, type and quantity of Inventory, such Grantor's cost therefor and (where applicable) the current list prices for the Inventory, in each case, in reasonable detail;

(c) if any Inventory is in possession or control of any of such Grantor's agents or processors, upon the occurrence and during the continuance of an Event of Default, instruct such agent or processor to hold all such Inventory for the account of the Secured Party and subject to the instructions of the Secured Party; and

(d) promptly after the acquisition by such Grantor of any item of Equipment which is covered by a certificate of title under a statute of any jurisdiction under the law of which indication of a security interest on such certificate is required as a condition of perfection thereof, upon the reasonable request of the Secured Party, execute and file with the registrar of motor vehicles or other appropriate authority in such jurisdiction an application or other document requesting the notation or other indication of the security interest created hereunder on such certificate of title, and

(e) upon the reasonable request of the Secured Party, deliver to the Secured Party copies of all such applications or other documents filed during such calendar quarter and copies of all such certificates of title issued during such calendar quarter indicating the security interest created hereunder in the items of Equipment covered thereby.

4.5 Telecommunications Assets. With respect to all Telecommunications Assets:

(a) each Grantor shall keep each Telecommunications Asset in the jurisdiction(s) specified on the applicable Funding Notice relating to the financing for the construction, acquisition or improvement of such Telecommunications Asset or upon 30 days' prior written notice to the Secured Party, in such other jurisdictions where all action that the Secured Party may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby, or to

enable the Secured Party to exercise and enforce its rights and remedies hereunder, with respect to such Telecommunications Asset shall have been taken;

(b) Company shall promptly notify the Secured Party if such Grantor is not the owner of any Telecommunications Asset as specified on the applicable Funding Notice relating to the financing for the construction, acquisition or improvement of such Telecommunications Asset, and include in such notice the identity of the Grantor which is the owner of such Telecommunications Asset;

(c) each Grantor shall with respect to any Telecommunications Asset which is covered by a certificate of title under a statute of any jurisdiction under the law of which indication of a security interest on such certificate is required as a condition of perfection thereof, upon the reasonable request of the Secured Party, execute and file with the registrar of motor vehicles or other appropriate authority in such jurisdiction an application or other document requesting the notation or other indication of the security interest created hereunder on such certificate of title, and

(d) each Grantor shall upon the reasonable request of the Secured Party, deliver to the Secured Party copies of all such applications or other documents filed during such calendar quarter and copies of all such certificates of title issued during such calendar quarter indicating the security interest created hereunder in the Telecommunications Asset covered thereby.

4.6 Accounts and Related Contracts. Each Grantor shall:

(a) keep its chief place of business and chief executive office and the office where it keeps its records concerning the Accounts and Related Contracts, and all originals of all chattel paper that evidence Accounts, at the location therefor specified on Schedule 3.5 or, upon thirty (30) days' prior written notice to the Secured Party following any change in location, at such other location in a jurisdiction where all action that the Secured Party may request, in order to perfect and protect any security interest granted or purported to be granted hereby, or to enable the Administrative Agent to exercise and enforce its rights and remedies hereunder, with respect to such Accounts and Related Contracts shall have been taken. Promptly upon the reasonable request of the Secured Party, such Grantor shall deliver to the Secured Party complete and correct copies of each Related Contract;

(b) maintain complete and accurate records of all Accounts, including records of all payments received, credits granted and merchandise returned, and all documentation relating thereto in accordance with prudent business practices;

(c) except as otherwise provided in this subsection (c), continue to collect, at its own expense, all amounts due or to become due to such Grantor under the Accounts and Related Contracts; provided, the Secured Party shall have the right at any time, upon the occurrence and during the continuation of an Event of Default and upon written notice to such Grantor of its intention to do so, to notify the account debtors or obligors under any Accounts of the assignment of such Accounts to the Secured Party and to direct such account debtors or obligors to make payment of all amounts due or to become due to such Grantor thereunder directly to the Secured Party, to notify each Person maintaining a lockbox or similar arrangement to which account debtors or obligors under any Accounts have been directed to make payment to remit all amounts representing collections on checks and other payment items from time to time sent to or deposited in such lockbox or other arrangement directly to the Secured Party and, upon such notification and at the expense of such Grantor, to enforce collection of any such Accounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done. After receipt by any Grantor of the notice from the Secured Party referred to in the proviso to the preceding sentence, any payments of Accounts, received by such Grantor shall be forthwith (and in any event within two Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Secured Party if required, in, except as otherwise agreed, a non-interest bearing collateral account (the "**Collateral Account**") maintained under the sole dominion and control of the Secured Party, until so turned over in accordance with the preceding subsection (i), all amounts and proceeds (including checks and other instruments) received by such Grantor in respect of the Accounts and the Related Contracts shall be received in trust for the benefit of the Secured Party hereunder and shall be segregated from other funds of such Grantor and such Grantor shall not adjust, settle or compromise the amount or payment of any Account, or release wholly or partly any account debtor or obligor thereof, or allow any credit or discount thereon; and

(d) deliver to the Secured Party hereunder all promissory notes and other instruments (excluding checks) and all original counterparts of chattel paper constituting Collateral in excess of \$5,000,000, duly endorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance

reasonably satisfactory to the Secured Party and shall deliver all other promissory notes, instruments and chattel paper upon the reasonable request of the Secured Party.

4.7 Restricted Payments Collateral Account. Any Restricted Junior Payment made by any of Company's Subsidiaries to Company pursuant to and in accordance with the terms of Section 6.4(a)(ii) of the Credit Agreement shall, if made while an Event of Default shall have occurred and be continuing, be made into a, unless otherwise agreed, non-interest bearing collateral account (the "**Restricted Payments Collateral Account**") maintained under the sole dominion and control of the Secured Party. Any such Restricted Junior Payment received by Company (and all proceeds thereof) while a Default or Event of Default shall have occurred and be continuing shall, until so deposited in such Restricted Payments Collateral Account, be received by Company in trust for the benefit of the Secured Party hereunder and shall be segregated from other funds of Company until deposited in such Restricted Payments Collateral Account as aforesaid. Without notice to or assent by Company or any other Grantor, the Secured Party may apply any or all amounts then in, or thereafter deposited in, the Restricted Payments Collateral Account, which application shall be effected pursuant to Section 7.5 hereof.

4.8 Assigned Agreements. In addition to any rights under Section 4.6, the Secured Party may at any time notify or request any Grantor to so notify the counterparty on any Assigned Agreement of the security interest of the Secured Party therein. In addition, after the occurrence of an Event of Default, the Secured Party may upon written notice to the applicable Grantor, notify the counterparty to make all payments under the Assigned Agreements directly to the Secured Party.

4.9 Access; Right of Inspection. The Secured Party shall at all times have full and free access during normal business hours to all the books, correspondence and records of each Grantor, and the Secured Party and its representatives may examine the same, take extracts therefrom and make photocopies thereof, and each Grantor agrees to render to the Secured Party, at the Grantor's cost and expense, such clerical and other assistance as may be reasonably requested with regard thereto. The Secured Party and its representatives shall at all times also have the right to enter and inspect any property of each Grantor into and upon any premises where any of the Telecommunications Assets, Intellectual Property, Inventory or Equipment is located for the purpose of inspecting the same, observing its use or otherwise protecting its interests therein.

SECTION 5. FURTHER ASSURANCES; ADDITIONAL GRANTORS

5.1 Further Assurances. Each Grantor agrees that from time to time, at the expense of Grantor, each Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Secured Party may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral.

(a) Without limiting the generality of the foregoing, each Grantor will:

(i) execute and file such financing or continuation statements, or amendments thereto, and execute and deliver such other agreements, instruments, endorsements, powers of attorney or notices, as may be necessary, or as the Secured Party may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby;

(ii) on the earlier of (A) the date of effectiveness of The 1999 Official Text of Article 9 of the UCC ("**Revised Nine**") as adopted in the State of New York or (B) the date of effectiveness of Revised Nine in any other material jurisdiction, at the request of Administrative Agent furnish to the Secured Party an opinion of counsel either stating that, in the opinion of such counsel, such action has been taken to perfect the lien and security interest granted hereby, including without limitation with respect to the execution and filing of any financing statements and continuation statements as is necessary and reciting the details of such action or stating that in the opinion of such counsel (1) no such action is necessary to or (2) what action will be necessary to, maintain the perfection of such lien and security interest;

(iii) at any reasonable time, upon request by the Secured Party, exhibit the Collateral to and allow inspection of the Collateral by the Secured Party, or persons designated by the Secured Party; and

(iv) at the Secured Party's request, appear in and defend any action or proceeding that may affect Grantor's title to or the Secured Party's security interest in all or any part of the Collateral.

(b) Each Grantor hereby authorizes the Secured Party to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of Grantor. Each Grantor agrees that a carbon, photographic or other reproduction of this Agreement or of a financing statement signed by Grantor shall be sufficient as a financing statement and may be filed as a financing statement in any and all jurisdictions. Each Grantor will furnish to the Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Secured Party may reasonably request, all in reasonable detail.

5.2 Additional Grantors. From time to time subsequent to the date hereof, additional Persons may become parties hereto as additional Grantors (each, an "**Additional Grantor**"), by executing a Counterpart Agreement. Upon delivery of any such Counterpart Agreement to the Secured Party, notice of which is hereby waived by Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder, nor by any election of Secured Party not to cause any Subsidiary of Company to become an Additional Grantor hereunder. This Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

SECTION 6. SECURED PARTY APPOINTED ATTORNEY-IN-FACT

Each Grantor hereby irrevocably appoints the Secured Party (such appointment being coupled with an interest) as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, the Secured Party or otherwise, upon the occurrence and during the continuance of an Event of Default in the Secured Party's discretion to take any action and to execute any instrument that the Secured Party may deem reasonably necessary or advisable to accomplish the purposes of this Agreement, including the following:

(a) to obtain and adjust insurance required to be maintained by Grantor or paid to the Secured Party pursuant to the Credit Agreement;

(b) to ask for, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(c) to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (b) above;

(d) to file any claims or take any action or institute any proceedings that the Secured Party may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Secured Party with respect to any of the Collateral;

(e) to pay or discharge taxes or Liens (other than Liens permitted under this Agreement or the Credit Agreement) levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Secured Party in its sole discretion, any such payments made by the Secured Party to become obligations of Grantor to the Secured Party, due and payable immediately without demand; and

(f) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Secured Party were the absolute owner thereof for all purposes, and to do, at the Secured Party's option and Grantor's expense, at any time or from time to time, all acts and things that the Secured Party deems reasonably necessary to protect, preserve or realize upon the Collateral and the Secured Party's security interest therein in order to effect the intent of this Agreement, all as fully and effectively as Grantor might do.

SECTION 7. REMEDIES

7.1 Generally. (a) If any Event of Default shall have occurred and be continuing, the Secured Party may exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it at law or in equity, all the rights and remedies of the Secured Party on default under the UCC (whether or not the UCC applies to the affected Collateral), and also may:

(i) require any Grantor to, and each Grantor hereby agrees that it will at its expense and promptly upon request of the Secured Party forthwith, assemble all or part of the Collateral as directed by the Secured Party and make it available to the Secured Party at a place to be designated by the Secured Party that is reasonably convenient to both parties;

(ii) enter onto the property where any Collateral is located and take possession thereof with or without judicial process;

(iii) prior to the disposition of the Collateral, store, process, repair or recondition the Collateral or otherwise prepare the Collateral for disposition in any manner to the extent the Secured Party deems appropriate;

(iv) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Secured Party's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as the Secured Party may deem commercially reasonable; and

(v) exercise dominion and control over, and refuse to permit further withdrawals (whether of money, securities, instruments or other property) from any deposit account maintained with the Secured Party constituting part of the Collateral.

(b) The Secured Party or any Lender or Lender Counterparty may be the purchaser of any or all of the Collateral at any such sale and the Secured Party, as Secured Party for and representative of Lenders and Lender Counterparties, shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such public sale, to use and apply any of the Secured Obligations as a credit on account of the purchase price for any Collateral payable by the Secured Party at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Each Grantor agrees that, to the extent notice of sale shall be

required by law, at least ten days' notice to Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Grantor hereby waives any claims against the Secured Party arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if the Secured Party accepts the first offer received and does not offer such Collateral to more than one offeree. If the proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Secured Obligations, Grantors shall be liable for the deficiency and the fees of any attorneys employed by the Secured Party to collect such deficiency. Each Grantor further agrees that a breach of any of the covenants contained in this Section will cause irreparable injury to the Secured Party, that the Secured Party has no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section shall be specifically enforceable against Grantor, and Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no default has occurred giving rise to the Secured Obligations becoming due and payable prior to their stated maturities. Nothing in this Section shall in any way alter the rights of the Secured Party hereunder.

7.2 Investment Property. Each Grantor recognizes that, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws, the Secured Party may be compelled, with respect to any sale of all or any part of the Investment Property conducted without prior registration or qualification of such Investment Property under the Securities Act and/or such state securities laws, to limit purchasers to those who will agree, among other things, to acquire the Investment Property for their own account, for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges that any such private sales may be at prices and on terms less favorable than those obtainable through a public sale without such restrictions (including a public offering made pursuant to a registration statement under the Securities Act) and, notwithstanding such circumstances each Grantor agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner and that the Secured Party shall have no obligation to engage in public sales and no obligation to delay the sale of any Investment Property for the period of time necessary to permit the issuer thereof to

register it for a form of public sale requiring registration under the Securities Act or under applicable state securities laws, even if such issuer would, or should, agree to so register it. If the Secured Party determines to exercise its right to sell any or all of the Investment Property, upon written request, each Grantor shall and shall cause each issuer of any Pledged Stock to be sold hereunder, each Partnership and each LLC from time to time to furnish to the Secured Party all such information as the Secured Party may request in order to determine the number and nature of interest, shares or other instruments included in the Investment Property which may be sold by the Secured Party in exempt transactions under the Securities Act and the rules and regulations of the Securities and Exchange Commission thereunder, as the same are from time to time in effect.

7.3 Intellectual Property Collateral. Anything contained herein to the contrary notwithstanding, upon the occurrence and during the continuation of an Event of Default:

(i) The Secured Party shall have the right (but not the obligation) to bring suit or otherwise commence any action or proceeding in the name of any Grantor, the Secured Party or otherwise, in the Secured Party's sole discretion, to enforce any Intellectual Property Collateral, in which event such Grantor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all documents required by the Secured Party in aid of such enforcement and such Grantor shall promptly, upon demand, reimburse and indemnify the Secured Party as provided in Section 11 hereof in connection with the exercise of its rights under this Section, and, to the extent that the Secured Party shall elect not to bring suit to enforce any Intellectual Property Collateral as provided in this Section, each Grantor agrees to use all reasonable measures, whether by action, suit, proceeding or otherwise, to prevent the infringement of any of the Intellectual Property Collateral by others and for that purpose agrees to diligently maintain any action, suit or proceeding against any Person so infringing as shall be necessary to prevent such infringement;

(ii) upon written demand from the Secured Party, each Grantor shall execute and deliver to the Secured Party an assignment or assignments of the Intellectual Property Collateral and such other documents as are necessary or appropriate to carry out the intent and purposes of this Agreement;

(iii) each Grantor agrees that such an assignment and/or recording shall be applied to reduce the Secured Obligations outstanding only to the extent that the Administrative Agent (or any Lender) receives cash proceeds in respect of the sale of, or other realization upon, the Intellectual Property Collateral; and

(iv) within five Business Days after written notice from the Secured Party, Grantor shall make available to the Secured Party, to the extent within Grantor's power and authority, such personnel in Grantor's employ on the date of such Event of Default as the Secured Party may reasonably designate, by name, title or job responsibility, to permit Grantor to continue, directly or indirectly, to produce, advertise and sell the products and services sold or delivered by Grantor under or in connection with the Trademarks, Trademark Registrations and Trademark Rights, such persons to be available to perform their prior functions on the Secured Party's behalf and to be compensated by the Secured Party at Grantor's expense on a per diem, pro-rata basis consistent with the salary and benefit structure applicable to each as of the date of such Event of Default.

(a) If (i) an Event of Default shall have occurred and, by reason of cure, waiver, modification, amendment or otherwise, no longer be continuing, (ii) no other Event of Default shall have occurred and be continuing, (iii) an assignment to the Secured Party of any rights, title and interests in and to the Intellectual Property Collateral shall have been previously made and shall have become absolute and effective, and (iv) the Secured Obligations shall not have become immediately due and payable, upon the written request of Grantor, the Secured Party shall promptly execute and deliver to Grantor, at Grantor's sole cost and expense, such assignments as may be necessary to reassign to Grantor any such rights, title and interests as may have been assigned to the Administrative Agent as aforesaid, subject to any disposition thereof that may have been made by the Secured Party; provided, after giving effect to such reassignment, the Secured Party's security interest granted pursuant hereto, as well as all other rights and remedies of the Secured Party granted hereunder, shall continue to be in full force and effect; and provided further, the rights, title and interests so reassigned shall be free and clear of all Liens other than Liens (if any) encumbering such rights, title and interest at the time of their assignment to the Secured Party and Permitted Liens.

7.4 Accounts. In addition to the rights of the Secured Party specified in Section 4.6 hereof with respect to payments of Accounts and Related

Contracts, if an Event of Default shall occur and be continuing, upon request of the Secured Party, all proceeds received by any Grantor consisting of cash, checks and other near-cash items shall be held by such Grantor in trust for the Administrative Agent, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to the Secured Party in the exact form received by such Grantor (duly indorsed by such Grantor to the Secured Party, if required) and held by the Secured Party in the Collateral Account.

7.5 Application of Proceeds. Except as expressly provided elsewhere in this Agreement, all proceeds received by the Secured Party in respect of any sale, any collection from, or other realization upon all or any part of the Collateral shall be applied in full or in part by the Administrative Agent against, the Secured Obligations in the following order of priority: first, to the payment of all costs and expenses of such sale, collection or other realization, including reasonable compensation to the Secured Party and its agents and counsel, and all other expenses, liabilities and advances made or incurred by the Secured Party in connection therewith, and all amounts for which the Secured Party is entitled to indemnification hereunder and all advances made by the Secured Party hereunder for the account of the applicable Grantor, and to the payment of all costs and expenses paid or incurred by the Secured Party in connection with the exercise of any right or remedy hereunder or under the Credit Agreement, all in accordance with the terms hereof or thereof; second, to the extent of any excess, to the payment of all other Secured Obligations to the extent such Collateral secures such Secured Obligations for the ratable benefit of the Lenders and the Lender Counterparties in accordance with the provisions of Section 2.13(b) of the Credit Agreement; and third, to the extent of any excess such proceeds, to the payment to or upon the order of such Grantor or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

7.6 Release of Liens. In the event that any part of the Collateral is sold or otherwise disposed of to a Person that is not the Company or a Subsidiary of the Company in connection with a sale or other disposition permitted by the Credit Agreement or is otherwise released at the direction of the Requisite Lenders as provided in the Credit Agreement, the Secured Party, at the request and expense of Company will duly release from the security interest created hereby and assign, transfer and deliver to the applicable Grantor (without recourse and without any representation or warranty) such of the Collateral as is then being (or has been) so sold or released and as may be in possession of Secured Party and has not theretofore

been released or disposed of pursuant to this Agreement and will execute all instruments as may be reasonably necessary to accomplish the same.

SECTION 8. SECURED PARTY

The Secured Party has been appointed to act as Secured Party hereunder by Lenders and, by their acceptance of the benefits hereof, Lender Counterparties. The Secured Party shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of Collateral), solely in accordance with this Agreement and the Credit Agreement; provided, the Secured Party shall, after payment in full of all Obligations under the Credit Agreement and the other Credit Documents, exercise, or refrain from exercising, any remedies provided for herein in accordance with the instructions of the holders of a majority of the aggregate notional amount (or, with respect to any Hedge Agreement that has been terminated in accordance with its terms, the amount then due and payable (exclusive of expenses and similar payments but including any early termination payments then due) under such Hedge Agreement) under all Hedge Agreements (Requisite Lenders or, if applicable, such holders being referred to herein as "**Requisite Obligees**"). In furtherance of the foregoing provisions of this Section, each Lender Counterparty, by its acceptance of the benefits hereof, agrees that it shall have no right individually to realize upon any of the Collateral hereunder, it being understood and agreed by such Lender Counterparty that all rights and remedies hereunder may be exercised solely by the Secured Party for the benefit of Lenders and Lender Counterparties in accordance with the terms of this Section. The Secured Party shall at all times be the same Person that is Administrative Agent under the Credit Agreement. Written notice of resignation by Administrative Agent pursuant to terms of the Credit Agreement shall also constitute notice of resignation as the Secured Party under this Agreement; and appointment of a successor Administrative Agent pursuant to the terms of the Credit Agreement shall also constitute appointment of a successor Secured Party under this Agreement. Upon the acceptance of any appointment as Administrative Agent under the terms of Credit Agreement by a successor Administrative Agent, that successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Secured Party under this Agreement, and the retiring Secured Party under this Agreement shall promptly (i) transfer to such successor Secured Party all sums, Securities and other items of Collateral held hereunder, together with all records and other documents necessary or appropriate in connection with the performance of the duties of the successor Secured Party under this Agreement, and

(ii) execute and deliver to such successor Secured Party such amendments to financing statements, and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Secured Party of the security interests created hereunder, whereupon such retiring Secured Party shall be discharged from its duties and obligations under this Agreement. After any retiring Secured Party's resignation hereunder as the Secured Party, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it under this Agreement while it was the Secured Party hereunder. In connection with the grant hereunder by NEXTLINK Communications, Inc. of its right, title and interest in that certain Fiber Lease and Innerduct Use Agreement dated as of February 23, 1998, as amended, by and between Metromedia Fiber Network, Inc., and NEXTLINK Communications, Inc., Secured Party agrees that such grant is subject to the applicable rights of way and terms of such agreement.

SECTION 9. CONTINUING SECURITY INTEREST; TRANSFER OF LOANS

This Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until the payment in full of the Secured Obligations and the cancellation or termination of the Commitments, be binding upon each Grantor, its successors and assigns, and inure, together with the rights and remedies of the Secured Party hereunder, to the benefit of the Secured Party and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), but subject to the terms of the Credit Agreement, any Lender may assign or otherwise transfer any Loans held by it to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to Lenders herein or otherwise. Upon the payment in full of all Secured Obligations and the cancellation or termination of the Commitments, the security interest granted hereby shall terminate hereunder and of record and all rights to the Collateral shall revert to Grantors. Upon any such termination the Secured Party will, at Grantors' expense, execute and deliver to Grantors such documents as Grantors shall reasonably request to evidence such termination.

SECTION 10. STANDARD OF CARE; SECURED PARTY MAY PERFORM

The powers conferred on the Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Secured Party shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. The Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Secured Party accords its own property. Neither the Secured Party nor any of its directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or otherwise. If any Grantor fails to perform any agreement contained herein, the Secured Party may itself perform, or cause performance of, such agreement, and the expenses of the Secured Party incurred in connection therewith shall be payable by each Grantor under Section 10.2 of the Credit Agreement.

SECTION 11. INDEMNITY AND EXPENSES

(a) Each Grantor agrees:

(i) to defend (subject to Indemnitees' (as defined herein) selection of counsel), indemnify, pay and hold harmless the Secured Party, and the officers, partners, directors, trustees, employees, agents and Affiliates (each, an "**Indemnitee**"), from and against any and all claims, losses and liabilities in any way relating to, growing out of or resulting from this Agreement and the transactions contemplated hereby (including without limitation enforcement of this Agreement), except to the extent such claims, losses or liabilities result from the Secured Party's gross negligence or willful misconduct; and

(ii) to pay to the Secured Party promptly following written demand the amount of any and all reasonable costs and rea-

sonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents in accordance with the terms and conditions of the Credit Agreement.

(b) The obligations of each Grantor in this Section 11 shall survive the termination of this Agreement and the discharge of such Grantor's other obligations under this Agreement, the Hedge Agreements, the Credit Agreement and any other Credit Documents.

SECTION 12. MISCELLANEOUS

Any notice required or permitted to be given under this Agreement shall be given in accordance with Section 10.1 of the Credit Agreement. No failure or delay on the part of the Secured Party in the exercise of any power, right or privilege hereunder or under any other Credit Document shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Agreement and the other Credit Documents are cumulative to, and not exclusive of, any rights or remedies otherwise available. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or would otherwise be within the limitations of, another covenant shall not avoid the occurrence of a Default or an Event of Default if such action is taken or condition exists. This Agreement shall be binding upon and inure to the benefit of the Secured Party and Grantors and their respective successors and assigns. No Grantor shall, without the prior written consent of the Secured Party, assign any right, duty or obligation hereunder. This Agreement and the other Credit Documents embody the entire agreement and understanding between Grantors and the Secured Party and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Credit Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties. This Agreement may be executed in one or more counterparts and by

different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.


THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (OTHER THAN THE MANDATORY CHOICE OF LAW RULES IN THE UCC GOVERNING THE PERFECTION, THE EFFECT OF PERFECTION OR NON-PERFECTION OR PRIORITY OF SECURITY INTERESTS).

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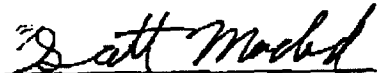
IN WITNESS WHEREOF, each Grantor and the Secured Party have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

Grantors:

NEXTLINK COMMUNICATIONS, INC.

By: 
Name: *Gary D. Beaman*
Title: *Vice President*

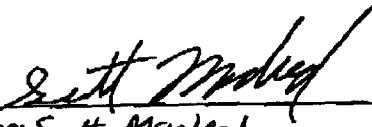
- FALCON ADMINISTRATION, L.L.C.
- NEXTBAND COMMUNICATIONS, L.L.C.
- NEXTFLIGHT, INC.
- NEXTLINK ALABAMA, INC.
- NEXTLINK CALIFORNIA, INC.
- NEXTLINK CAPITAL, INC.
- NEXTLINK COLORADO, L.L.C.
- NEXTLINK COMMUNICATIONS MERGER
SUBSIDIARY, INC.
- NEXTLINK CONNECTICUT, INC.
- NEXTLINK D.C., INC.
- NEXTLINK EMPLOYMENT SERVICES, INC.
- NEXTLINK FLORIDA, INC.
- NEXTLINK HAWAII, INC.
- NEXTLINK HOLDINGS, INC.
- NEXTLINK HOLDINGS NO. 2, INC.
- NEXTLINK IDAHO, INC.
- NEXTLINK ILLINOIS, INC.
- NEXTLINK KANSAS, INC.
- NEXTLINK KENTUCKY, INC.

By: 
Name: *Scott H. McLeod*
Title: *Vice President*

Grantors (continued):

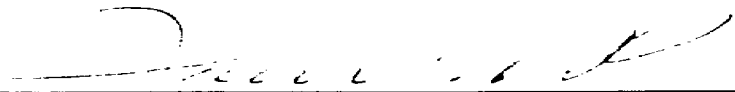
**NEXTLINK LEASING OF UTAH, L.L.C.
NEXTLINK LOUISIANA, INC.
NEXTLINK MAINE, INC.
NEXTLINK MANAGEMENT SERVICES, INC.
NEXTLINK MANAGEMENT SERVICES
NEVADA, INC.
NEXTLINK MARYLAND, L.L.C.
NEXTLINK MASSACHUSETTS, INC.
NEXTLINK MICHIGAN, INC.
NEXTLINK MINNESOTA, L.L.C.
NEXTLINK MISSISSIPPI, INC.
NEXTLINK MISSOURI, INC.
NEXTLINK NEW HAMPSHIRE, INC.
NEXTLINK NEW MEXICO, INC.
NEXTLINK NORTH CAROLINA, INC.
NEXTLINK OPPORTUNITY, INC
NEXTLINK OREGON, INC.
NEXTLINK PENNSYLVANIA, INC.
NEXTLINK PENNSYLVANIA MERGER
COMPANY II, INC.
NEXTLINK RHODE ISLAND, INC.
NEXTLINK SOLUTIONS, INC.
NEXTLINK SOUTH CAROLINA, INC.
NEXTLINK TECHNOLOGY SERVICES, INC.
NEXTLINK TENNESSEE, INC.
NEXTLINK TEXAS, INC.
NEXTLINK UTAH, INC.
NEXTLINK VIRGINIA, L.L.C.
NEXTLINK WASHINGTON, INC.
NEXTLINK WISCONSIN, INC.
PCO ACQUISITION CORP.**

By:


Name: Scott Macleod
Title: Vice President

TORONTO DOMINION (TEXAS). INC.,

as Secured Party

By:  _____

Name:

Title:

Jano Mott
Vice President

EXHIBIT A TO
PLEDGE AND SECURITY AGREEMENT

PLEDGE SUPPLEMENT

This PLEDGE SUPPLEMENT, dated _____, is delivered pursuant to the Pledge and Security Agreement, dated as of February __, 2000 (as it may be from time to time amended, modified or supplemented, the "Security Agreement"), among NEXTLINK COMMUNICATIONS, INC., the OTHER GRANTORS party thereto and TORONTO DOMINION (TEXAS), INC., as Secured Party. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement.

Grantor hereby grants to the Secured Party a security interest in all of Grantor's right, title and interest in and to all Collateral, [including, without limitation] [the Investment Property listed on supplemental Schedule 1.1(a) attached hereto] [and] [the Intellectual Property listed on supplemental Schedule 1.1(c) attached hereto], in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located. [All such [Investment Property] [and] [Intellectual Property] shall be deemed to be part of the Collateral and hereafter subject to each of the terms and conditions of the Security Agreement.]

IN WITNESS WHEREOF, Grantor has caused this Supplement to be duly executed and delivered by its duly authorized officer as of _____.

[NAME OF GRANTOR]

By: _____

Name:

Title:

SCHEDULE 1.1 TO
PLEDGE AND SECURITY AGREEMENT

PLEDGED INTERESTS

Pledged Stock:

Stock Issuer	Class of Stock	Stock Certificate No.	Par Value	No. of Pledged Stock	% of Outstanding Stock Pledged
NEXTFLIGHT, Inc.	Common	1	None	100 shares	100
NEXTLINK Alabama, Inc.	Common	1	None	100 shares	100
NEXTLINK California, Inc.	Common	1	None	1,000 shares	100
NEXTLINK Capital, Inc.	Common	1	None	100 shares	100
NEXTLINK Communications Merger Subsidiary, Inc.	Common	1	None	100 shares	100
NEXTLINK Connecticut, Inc.	Common	1	None	100 shares	100
NEXTLINK Development, Inc.	Common	1	\$0.01	100 shares	100
NEXTLINK D.C., Inc.	Common	1	None	100 shares	100
NEXTLINK Domestic Holdings, Inc.	Common	1	\$0.0001	100 shares	100
NEXTLINK Employment Services, Inc.	Common	1	\$0.0001	100 shares	100
NEXTLINK Florida, Inc.	Common	1	None	100 shares	100
NEXTLINK Hawaii, Inc.	Common	1	None	100 shares	100
NEXTLINK Holdings, Inc.	Common	1	None	100 shares	100
NEXTLINK Holdings No. 2, Inc.	Common	1	None	100 shares	100
NEXTLINK Idaho, Inc.	Common	1	None	100 shares	100
NEXTLINK Illinois, Inc.	Common	1	None	100 shares	100
NEXTLINK Kansas, Inc.	Common	1	None	100 shares	100
NEXTLINK Kentucky, Inc.	Common	1	None	100 shares	100
NEXTLINK Louisiana, Inc.	Common	1	None	100 shares	100
NEXTLINK Maine, Inc.	Common	1	None	100 shares	100
NEXTLINK Management Services, Inc.	Common	1	None	1,000 shares	100
NEXTLINK Management Services Nevada, Inc.	Common	1	None	100 shares	100
NEXTLINK Massachusetts, Inc.	Common	1	None	100 shares	100
NEXTLINK Michigan, Inc.	Common	1	None	100 shares	100
NEXTLINK Mississippi, Inc.	Common	1	None	100 shares	100
NEXTLINK Missouri, Inc.	Common	1	None	100 shares	100

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TRADEMARK
REEL: 002035 FRAME: 0093

Stock Issuer	Class of Stock	Stock Certificate No.	Par Value	No. of Pledged Stock	% of Outstanding Stock Pledged
NEXTLINK New Hampshire, Inc.	Common	1	None	100 shares	100
NEXTLINK New Mexico, Inc.	Common	1	None	100 shares	100
NEXTLINK North Carolina, Inc.	Common	1	None	100 shares	100
NEXTLINK Opportunity, Inc.*	Common	1	None	100 shares	100
NEXTLINK Oregon, Inc.	Common	1	None	100 shares	100
NEXTLINK Pennsylvania, Inc.	Common	1	None	1,000 shares	100
NEXTLINK Pennsylvania Merger Company II, Inc.	Common	1	None	100 shares	100
NEXTLINK Rhode Island, Inc.	Common	1	None	100 shares	100
NEXTLINK Solutions, Inc.	Common	1	None	1,000 shares	100
NEXTLINK South Carolina, Inc.	Common	1	None	100 shares	100
NEXTLINK Technology Services, Inc.	Common	1	None	100 shares	100
NEXTLINK Tennessee, Inc.	Common	1	None	1,000 shares	100
NEXTLINK Texas, Inc.	Common	1	None	100 shares	100
NEXTLINK Utah, Inc.	Common	1	None	1,000 shares	100
NEXTLINK Washington, Inc.	Common	1	None	1,000 shares	100
NEXTLINK Wisconsin, Inc.	Common	1	None	100 shares	100
PCO Acquisition Corp.	Common	1	\$0.01	100 shares	100
TidalWave Telecommunication Corporation	Common	1	None	75 shares	76

* stock issued by predecessor entity, NEXTLINK International, Inc.

Pledged Partnership Interests:

None.

Pledged LLC Interests:

Limited Liability Company	Certificate of Interest No.	% of Membership Interests Pledged
Falcon Administration, L.L.C.	1	100
LHP, L.L.C.	1	50
NEXTBAND Communications, L.L.C.	1	100
NEXTLINK Colorado, L.L.C.	1	100
NEXTLINK Leasing of Utah, L.L.C.	1	100
NEXTLINK Maryland, L.L.C.	1	100
NEXTLINK Minnesota, L.L.C.	1	100
NEXTLINK Virginia, L.L.C.	1	100
Telecommunications of Nevada, LLC	N/A	40

Pledged Debt:

None.

Other Investments:

1. 3,219,588 shares of Class B Common Stock of Covad Communications, Inc.; in process of being exchanged for common stock of Covad Communications, Inc.*
 2. 2,000,000 shares of Common Stock of Speedus.com; certificate number CV-4224
 3. Warrants to purchase 9,396 shares of common stock of Unisys Corporation at \$43.58 per share; in process of being issued by Unisys Corporation in exchange for predecessor certificate*
 4. 510,200 shares of Series C Preferred Stock of Colo.com; certificate number C-69
 5. Warrants to purchase 300,000 shares of Series C Preferred Stock of Colo.com at \$10.00 per share; original in process of being delivered to Nextlink Communications, Inc*.
 6. 15% membership interest in HighSpeed.com LLC; closing is pending*
- * - to be delivered on receipt

Certain Contracts:

Agreement	Between	And	Status if agreement not in place
*Interconnection	US West	NL Arizona	
Interconnection	Pacific Bell	NL California	
Interconnection - Resale & Unbundling	GTE California	NL California	
Interconnection Agreement	US West	NL Colorado	
*Interconnection Agreement	Bell Atlantic Delaware	NL Delaware	
Interconnection Agreement	BellSouth	NL Florida	
Interconnection, Resale and Unbundling Agreement	GTE	NL Florida	
*Interconnection Agreement	BellSouth	NL Georgia	
Interconnection, Resale and Unbundling Agreement	GTE NW	NL Idaho	Agreement fully executed - not approved by ID Public Utilities Commission
Interconnection Agreement	Ameritech	NL Illinois	
Interconnection Agreement	Bell Atlantic	NL Massachusetts	
Interconnection Agreement	Ameritech	NL Michigan	
Interconnection Agreement	BellSouth	NL Mississippi	
Interconnection Agreement	Southwestern Bell	NL Missouri	
*Interconnection Agreement	Bell Atlantic New Jersey	NL New Jersey	
*Master Interconnection & Resale Agreement	Sprint	NL New Jersey	
*Interconnection	NYNEX	NL New York	
Interconnection Agreement	BellSouth	NL North Carolina	
*Interconnection	Ameritech Information Industry Services	NL Ohio	
*Interconnection, Resale & Unbundling Agreement	GTE North	NL Ohio	
*Interconnection Agreement	Cincinnati Bell Telephone Company	NL Ohio	Agreement fully executed - not approved by OH Public Utility Commission
Wireline and Interconnection	US West	NL Oregon	

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Agreement	Between	And	Status if agreement not in place
Interconnection Agreement	GTE	NL Oregon	Agreement partially executed by NL - not approved by OR Public Utility Commission
Interconnection Agreement	Bell Atlantic-Penn	NL Penn	
Interconnection Agreement	BellSouth	NL Tennessee	Agreement fully executed - not approved by Tennessee Regulatory Authority
Interconnection Agreement	Southwestern Bell	NL Texas	
Interconnection, Resale & Unbundling Agreement	GTE Southwest	NL Texas	
Interconnection Agreement	US West	NL Utah	
Interconnection Agreement	Bell Atlantic Virginia	NL Virginia	
Interconnection, Resale & Unbundling	GTE South	NL Virginia	
Interconnection Agreement	GTE	NL Washington	
Interconnection Agreement	US West	NL Washington	
Interconnection Agreement	Bell Atlantic WA DC	NL Washington DC	

*agreement listed for convenience purposes only; Subsidiary of Company that is party to such agreement is not a Grantor as of the Closing Date.

Such other interconnection agreements to which a Grantor becomes a party after the Closing Date.

SCHEDULE 3.1 TO
PLEDGE AND SECURITY AGREEMENT

FILING JURISDICTIONS	
Entity	Jurisdiction
Falcon Administration, L.L.C.	VA-S/S, WA-S/S
NEXTBAND Communications, L.L.C.	VA-S/S, WA-S/S
NEXTFLIGHT, Inc.	VA-S/S, WA-S/S
NEXTLINK Alabama, Inc.	AL-S/S, VA-S/S, WA-S/S
NEXTLINK California, Inc.	CA-S/S, VA-S/S, WA-S/S
NEXTLINK Capital, Inc.	VA-S/S, WA-S/S
NEXTLINK Colorado, L.L.C.	CO-S/S, VA-S/S, WA-S/S
NEXTLINK Communications, Inc.	District of Columbia, IL-S/S, MI-S/S, OK-Oklahoma County, OR-S/S, VA-S/S, VA-Fairfax County, VA-Ind. City of Fairfax, WA-S/S
NEXTLINK Communications Merger Subsidiary, Inc.	District of Columbia, IL-S/S, MI-S/S, OK-Oklahoma County, OR-S/S, VA-S/S, VA-Fairfax County, VA-Ind. City of Fairfax, WA-S/S
NEXTLINK Connecticut, Inc.	CT-S/S, VA-S/S, WA-S/S
NEXTLINK D.C., Inc.	District of Columbia, VA-S/S, VA-Fairfax County, WA-S/S
NEXTLINK Employment Services, Inc.	VA-S/S, WA-S/S
NEXTLINK Florida, Inc.	FL-S/S, VA-S/S, WA-S/S
NEXTLINK Hawaii, Inc.	HI-S/S, VA-S/S, WA-S/S
NEXTLINK Holdings, Inc.	NV-S/S, VA-S/S, WA-S/S

NEXTLINK Holdings No. 2, Inc.	NV-S/S, VA-S/S, WA-S/S
NEXTLINK Idaho, Inc.	ID-S/S, VA-S/S, WA-S/S
NEXTLINK Illinois, Inc.	IL-S/S, VA-S/S, WA-S/S
NEXTLINK Kansas, Inc.	KS-S/S, VA-S/S, WA-S/S
NEXTLINK Kentucky, Inc.	KY-S/S, KY-Jefferson County, VA-S/S, WA-S/S
NEXTLINK Leasing of Utah, L.L.C.	UT-S/S, VA-S/S, WA-S/S
NEXTLINK Louisiana, Inc.	LA-Central Index, LA-Orleans Parish, VA-S/S, WA-S/S
NEXTLINK Maine, Inc.	ME-S/S, VA-S/S, WA-S/S
NEXTLINK Management Services, Inc.	UT-S/S, VA-S/S, WA-S/S
NEXTLINK Management Services Nevada, Inc.	NV-S/S, VA-S/S, WA-S/S
NEXTLINK Maryland, L.L.C.	MD-S/S, VA-S/S, WA-S/S
NEXTLINK Massachusetts, Inc.	MA-S/S, MA-Boston City Clerk, MA - Cambridge City Clerk, VA-S/S, WA-S/S
NEXTLINK Michigan, Inc.	MI-S/S, VA-S/S, WA-S/S
NEXTLINK Minnesota, L.L.C.	MN-S/S, VA-S/S, WA-S/S
NEXTLINK Mississippi, Inc.	MS-S/S, VA-S/S, WA-S/S
NEXTLINK Missouri, Inc.	MO-S/S, MO-Clay County, MO-Jackson County, MO-Ind. City of St. Louis, MO-St. Louis County, VA-S/S, WA- S/S
NEXTLINK New Hampshire, Inc.	NH-S/S, VA-S/S, WA-S/S
NEXTLINK New Mexico, Inc.	NM-S/S, VA-S/S, WA-S/S
NEXTLINK North Carolina, Inc.	NC-S/S, NC- Mecklenberg County, NC- Wake County, NC-Pitt County, VA-S/S, WA- S/S
NEXTLINK Opportunity, Inc.	VA-S/S, WA-S/S

NEXTLINK Oregon, Inc.	OR-S/S, VA-S/S, WA-S/S
NEXTLINK Pennsylvania, Inc.	PA-S/S, VA-S/S, WA-S/S
NEXTLINK Pennsylvania Merger Company II, Inc.	PA-S/S, VA-S/S, WA-S/S
NEXTLINK Rhode Island, Inc.	RI-S/S, VA-S/S, WA-S/S
NEXTLINK Solutions, Inc.	MI-S/S, VA-S/S, WA-S/S
NEXTLINK South Carolina, Inc.	SC-S/S, VA-S/S, WA-S/S
NEXTLINK Technology Services, Inc.	TX-S/S, VA-S/S, WA-S/S
NEXTLINK Tennessee, Inc.	TN-S/S, VA-S/S, WA-S/S
NEXTLINK Texas, Inc.	TX-S/S, VA-S/S, WA-S/S
NEXTLINK Utah, Inc.	UT-S/S, VA-S/S, WA-S/S
NEXTLINK Virginia, L.L.C.	VA-S/S, VA-Henrico County, VA-Ind. City of Richmond, WA-S/S
NEXTLINK Washington, Inc.	VA-S/S, WA-S/S
NEXTLINK Wisconsin, Inc.	WI-S/S, VA-S/S, WA-S/S
PCO Acquisition Corp.	VA-S/S, WA-S/S
*INTERNEXT, L.L.C.	VA-S/S, WA-S/S
*LHP, L.L.C.	VA-S/S, WA-S/S
*NEXTLINK Arizona, Inc.	AZ-S/S, VA-S/S, WA-S/S
*NEXTLINK Delaware, Inc.	DE-S/S, VA-S/S, WA-S/S
*NEXTLINK Georgia, Inc.	GA-S/S, GA-Cobb County, DeKalb County and Fulton County, VA-S/S, WA-S/S
*NEXTLINK Indiana, Inc.	IN-S/S, VA-S/S, WA-S/S
*NEXTLINK Long Distance Services, Inc.	VA-S/S, WA-S/S
*NEXTLINK New Jersey, Inc.	NJ-S/S, VA-S/S, WA-S/S
*NEXTLINK New York, Inc.	NJ-S/S, NY-S/S, NY-NY County, VA-S/S, WA-S/S
*NEXTLINK Ohio, Inc.	OH-S/S, VA-S/S, WA-S/S

LEGEND:

S/S = Secretary of State

Ind. = Independent

* - information listed for convenience only; entity not a Grantor as of the Closing Date

INTELLECTUAL PROPERTY

Trademark Registrations.

DEOX

Reg. No. 2,115,174
Reg. Date: 11/25/97
Registrant: Deox, Inc.
Goods: ferrous pipe, tubing, fittings, etc.

EDO (word only)

Reg. No. 717,454
Reg. Date: 6/27/61
Registrant: Edo Float Mfg, LLC
Goods: Seaplane floats.

EDO (with design)

Reg. No. 588,843
Reg. Date: 4/20/54
Registrant: Edo Float Mfg, LLC
Goods: Seaplane floats.

MAGIC NUMBER

Reg. No. 1,968,769
Reg. Date: 4/16/96
Registrant: Nextlink Solutions, LLC
Services: Telephone and telecommunications services, namely, subscriber controlled telecommunications service providing a single number to receive all communications from a subscriber from any touch-tone telephone

NEXTLINK

Reg. No. 2,114,513

Reg. Date: 11/18/97

Registrant: Nextlink Communications, Inc.

Services: Local, long distance and enhanced interactive telecommunications services, namely, the electronic transfer of messages and data

NEXTLINK and design

Reg. No. 2,097,772

Reg. Date: 9/16/97

Registrant: Nextlink Communications, LLC

Services: Local, long distance and enhanced interactive telecommunications services, namely, the electronic transfer of messages and data

YOUR PHONE SERVICE REDEFINED

Reg. No. 2,250,235

Reg. Date: 6/1/99

Registrant: Nextlink Communications, LLC

Services: Local, long distance and enhanced interactive telecommunications services, namely, the electronic transmission of messages and data

X and design (black-and-white)

Reg. No. 2,097,771

Reg. Date: 9/16/97

Registrant: Nextlink Communications, LLC

Services: Local, long distance and enhanced interactive telecommunications services, namely, the electronic transfer of messages and data

X and design (color)

Reg. No. 2,142,142

Reg. Date: 3/10/98

Registrant: Nextlink Communications, LLC

Services: Local, long distance and enhanced interactive telecommunications services, namely, the electronic transfer of messages and data

Pending Trademark Applications.

2C

Application Serial No. 75/630815

Filing Date: 1/29/99

Applicant: Eagle River Investments, LLC

Goods and Services: Telecommunications services, namely wired and wireless telephony, data transmission, and access to global communications networks for electronic transmission of messages and data.

INTERNEXT

Application Serial No. 75/549412

Filing Date: 9/9/98

Applicant: Internext, LLC

Goods and Services: Local, long distance and enhanced interactive telecommunications services, namely, the electronic transfer of messages and data.

INTERNEXT and design

Application Serial No. 75/611059

Filing Date: 12/22/98

Applicant: Internext, LLC

Goods and Services: Local, long distance and enhanced interactive telecommunications services, namely, the electronic transfer of messages and data.

MAKING WAVES

Application Serial No. 75/648209

Filing Date: 2/25/99

Applicant: mc² Communications, Inc.

Goods and Services: Computer software in the field of telecommunications; Installation services for telecommunications equipment; Local, long distance and enhanced interactive telecommunications services, namely, the electronic transfer of messages and data

MC² and design

Application Serial No. 75/640065

Filing Date: 2/12/99

Applicant: Nextlink Communications, Inc.

Goods and Services: Computer software in the field of telecommunications; Installation services for telecommunications equipment; Local, long distance and enhanced interactive telecommunications services, namely, the electronic transfer of messages and data

NEXTBAND

Application Serial No. 75/474231

Filing Date: 4/24/98

Applicant: Nextband Communications, LLC.

Goods and Services: Electronic transmission of messages and data by broadband wireless technology.

NEXTLINK E-SERVICES

Application Serial No. 75/710961

Filing Date: 5/21/99

Applicant: Nextlink Communications, Inc.

Services: Telecommunications services, namely, telephony, data transmission and access to global communication networks for electronic transfer of messages and data

NEXTNET

Application Serial No. 75/606997

Filing Date: 12/17/98

Applicant: Eagle River Investments, LLC

Goods and Services: Telecommunications services, namely wired and wireless telephony, data transmission, and access to global communications networks for the electronic transfer of messages and data.

NXXT.COM

Application Serial No. 75/630814

Filing Date: 1/29/99

Applicant: Eagle River Investments, LLC

Goods and Services: Telecommunications services, namely wired and wireless telephony, data transmission, and access to global communications networks for the electronic transfer of messages and data.

NXXT.NET

Application Serial No. 75/630813

Filing Date: 1/29/99

Applicant: Eagle River Investments, LLC

Goods and Services: Telecommunications services, namely wired and wireless telephony, data transmission, and access to global communications networks for the electronic transfer of messages and data.

XCEED

Application Serial No. 75/613440

Filing Date: 12/30/98

Applicant: Eagle River Investments, LLC

Goods and Services: Telecommunications services, namely wired and wireless telephony, data transmission, and access to global communications networks for the electronic transfer of messages and data.

XNET

Application Serial No. 75/606996

Filing Date: 12/17/98

Applicant: Eagle River Investments, LLC

Goods and Services: Telecommunications services, namely wired and wireless telephony, data transmission, and access to global communications networks for the electronic transfer of messages and data.

XTEND

Application Serial No. 75/613439

Filing Date: 12/30/98

Applicant: Eagle River Investments, LLC

Goods and Services: Telecommunications services, namely wired and wireless telephony, data transmission, and access to global communications networks for the electronic transfer of messages and data.

Patents.

License covering Katz patents: NEXTLINK Interactive, Inc. has executed a license with Ronald Katz, who has patents covering interactive voice response units.

Copyrights.

None

Pending or Threatened Claims.

None

Liens on File.

None

Location of Equipment and Inventory:

Listing of NEXTLINK Facilities

FACILITIES SWITCH SITES

California

1924 E. Deere Ave., Ste. 110, Santa Ana – NEXTLINK California, Inc.

5771 Copley Drive, San Diego – NEXTLINK California, Inc.

200 Pine Ave., #380, Long Beach – NEXTLINK California, Inc.

Midwest

*10 W. Broad St., Columbus, OH – NEXTLINK Ohio, Inc.

711 N. Edgewood Ave., Wood Dale, IL – NEXTLINK Illinois, Inc.

*815 Superior Ave. NE, Cleveland, OH – NEXTLINK Ohio, Inc.

21555 Melrose Ave., Bldg 8, Southfield, MI – NEXTLINK Michigan

Northeast

974 Marcon Blvd., Allentown, PA – NEXTLINK Pennsylvania, Inc.

991 N. Peiffers Ln., Harrisburg, PA – NEXTLINK Pennsylvania, Inc.

*165 Halsey St., Newark, NJ – NEXTLINK New Jersey, Inc.

2400 Market St., Philadelphia, PA – NEXTLINK Pennsylvania, Inc.

Southwest

2401 Portsmouth, Houston, TX – NEXTLINK Texas, Inc.

TSA

2653 Summit Ave., Ste. 200, Plano, TX – NEXTLINK Technology Services, Inc.

Western

1000 Denny Way, Ste. 200, Seattle, WA – NEXTLINK Washington, Inc.

155 S. Stevens St., Spokane, WA – NEXTLINK Washington, Inc.

313 Inverness Way S., Englewood, CO – NEXTLINK Colorado, LLC

*3930 E. Watkins St., Phoenix, AZ – NEXTLINK Arizona, Inc.

Florida

16563 NW 15th Ave., Miami, FL – NEXTLINK Florida, Inc.

FACILITIES SWITCH/OFFICE SITES

California

855 Mission Court, Fremont, CA – NEXTLINK California, Inc.

Northeast

4301 Connecticut Ave. NW, Washington, DC – NEXTLINK DC, Inc.

*111 8th Ave., Ste. 521, New York, NY – NEXTLINK New York, Inc.

Southwest

1300 W. Mockingbird Ln., Dallas, TX – NEXTLINK Texas, Inc.

Western

118 S. 1000 W, Salt Lake City, UT – NEXTLINK Management Services, Inc.

Southeast

*4000 Highland Pkwy SE., Smyrna, GA – NEXTLINK Georgia, Inc.

101 Molloy St., Ste. 300, Nashville, TN – NEXTLINK Tennessee, Inc.

5127 Truse Rd., Memphis, TN – NEXTLINK Tennessee, Inc.

FACILITIES OFFICE SITES**California**

1936 Deere Ave., Ste. 216, Santa Ana, CA – NEXTLINK California, Inc.

Midwest

*2 Easton Oval, Ste. 300, Columbus, OH – NEXTLINK Ohio, Inc.

233 S. Wacker Dr., Ste. 3510, Chicago, IL – NEXTLINK Illinois, Inc.

810 Jorrie Blvd., Oakbrook, IL – NEXTLINK Illinois, Inc.

*3 Summit Park Dr., Ste. 750, Independence, OH – NEXTLINK Ohio, Inc.

Northeast

*45 Eisenhower Dr., Paramus, NJ – NEXTLINK New Jersey, Inc.

5254 N New St., Bethlehem, PA – NEXTLINK Pennsylvania, Inc.

975 Berkshire Blvd., Wyomissing, PA – NEXTLINK Pennsylvania, Inc.

Southwest

2700 Summit Ave., Ste. 100, Plano, TX – NEXTLINK Technology Services, Inc.

1950 Stemmons Frwy., Ste. 4038, Dallas, TX – NEXTLINK Texas, Inc.

Western

1660 Lincoln St., Ste. 2600, Denver, CO – NEXTLINK Colorado, LLC

500 108th Ave. NE, Ste. 2200 Bellevue, WA – NEXTLINK Communications, Inc.

111 E Broadway, Ste. 1000, SLC, UT – NEXTLINK Management Services, Inc.

111 E Broadway, Ste.,1250, SLC, UT – NEXTLINK Management Services, Inc.

8871 S Sandy Pkwy., Sandy, UT – NEXTLINK Utah, Inc.

1330 N Washington Ste. 5000, Spokane, WA – NEXTLINK Washington, Inc.

Florida

7300 N. Kendall Dr., Ste. 300, Miami, FL – NEXTLINK Florida, Inc.

Southeast

930 Whitestation Rd., Memphis, TN – NEXTLINK Tennessee, Inc.

FACILITIES COLLOCATE**Florida**

25 Nohkoda Drive, Miami, FL – NEXTLINK Florida, Inc.

1245 West 69th Street, Miami, FL – NEXTLINK Florida, Inc.

45 NW 5th Street, Miami, FL – NEXTLINK Florida, Inc.

4036 Bryan Boulevard, Plantation, FL – NEXTLINK Florida, Inc.

4200 West Oakland Park Blvd., Ft. Lauderdale, FL – NEXTLINK Florida, Inc.

10141 West Broward Boulevard, Plantation, FL – NEXTLINK Florida, Inc.

9420 Royal Palm Boulevard, Pompano Beach, FL – NEXTLINK Florida, Inc.

211 NE 2nd Street, Ft. Lauderdale, FL – NEXTLINK Florida, Inc.
16645 South Federal Highway, Perrine, FL – NEXTLINK Florida, Inc.
18400 NE 5th Avenue, Miami, FL – NEXTLINK Florida, Inc.
9056 NW 41st Street, Miami, FL – NEXTLINK Florida, Inc.
2301 SW 100th Street, Miami, FL – NEXTLINK Florida, Inc.
10701 SW 88th Street, Miami, FL – NEXTLINK Florida, Inc.
6100 SW 57th Avenue, Miami, FL – NEXTLINK Florida, Inc.
115 Alahambra Circle, Coral Gables, FL – NEXTLINK Florida, Inc.
1155 SW 67th Avenue, Miami, FL – NEXTLINK Florida, Inc.
68 North 98th Avenue, Hollywood, FL – NEXTLINK Florida, Inc.

Northeast

2401 Locust Street, Philadelphia, PA – NEXTLINK Pennsylvania, Inc.
125 South 30th Street, Camp Hill, PA – NEXTLINK Pennsylvania, Inc.
*204 2nd Avenue, New York, NY – NEXTLINK New York, Inc.
419 Washington Avenue, Reading, PA – NEXTLINK Pennsylvania, Inc.
*210 West 18th Street, New York, NY – NEXTLINK New York, Inc.
*228 East 56th Street, New York NY – NEXTLINK New York, Inc.
*230 West 36th Street, New York, NY – NEXTLINK New York, Inc.
*435 West 50th Street, New York, NY – NEXTLINK New York, Inc.
*221 East 37th Street, New York, NY – NEXTLINK New York, Inc.
*104 Broad Street, New York, NY – NEXTLINK New York, Inc.
*140 West Street, New York, NY – NEXTLINK New York, Inc.
*1095 6th Avenue, New York, NY – NEXTLINK New York, Inc.
29 East Moreland Avenue, Hatsboro, PA – NEXTLINK Pennsylvania, Inc.
126 North Duke Street, Lancaster, PA – NEXTLINK Pennsylvania, Inc.
1631 Arch Street, Philadelphia, PA – NEXTLINK Pennsylvania, Inc.
724 Linden Street, Allentown, PA – NEXTLINK Pennsylvania, Inc.
900 Race Street, Philadelphia, PA – NEXTLINK Pennsylvania, Inc.
121 Adams Avenue, Scranton, PA – NEXTLINK Pennsylvania, Inc.
210 Pine Street, Harrisburg, PA – NEXTLINK Pennsylvania, Inc.

FACILITIES OTHER

Southeast

105 Molloy Street, Suite 300, Nashville TN – NEXTLINK Tennessee, Inc.

Southwest

1201 Elm Street, Dallas TX – NEXTLINK Texas, Inc.
901 Main Street, Dallas TX – NEXTLINK Texas, Inc.
5353 Alpha Rd., Dallas TX – NEXTLINK Texas, Inc.
1201 Main Street, Dallas TX – NEXTLINK Texas, Inc.

Northeast

*60 Hudson Street, New York, NY – NEXTLINK New York, Inc.
2626 Van Buren Avenue, Valley Forge, PA – NEXTLINK Pennsylvania, Inc.
1220 L Street NW, Washington, DC – NEXTLINK DC, Inc.

925 Berkshire Boulevard, Wyomissing, PA – NEXTLINK Pennsylvania, Inc.
*4350 Haddon Field Road, Suite 102, Pennsauken, NJ – NEXTLINK New Jersey, Inc.
3 Bethlehem Plaza, Suite 100, Bethlehem, PA – NEXTLINK Pennsylvania, Inc.
989 East Park Drive, Lower Paxton, PA – NEXTLINK Pennsylvania, Inc.
51 Robinson Road Pottstown, PA – NEXTLINK Pennsylvania, Inc.
1401 Cedar Crest Boulevard, Allentown, PA – NEXTLINK Pennsylvania, Inc.
PP&L Bldg, 600 Larch Street, Scranton, PA – NEXTLINK Pennsylvania, Inc.
2173 Embassy Drive, Lancaster, PA – NEXTLINK Pennsylvania, Inc.
2690 Commerce Drive, Harrisburg, PA – NEXTLINK Pennsylvania, Inc.
1500 Market Street, Philadelphia, PA – NEXTLINK Pennsylvania, Inc.
*15 West 37th Street, New York, NY – NEXTLINK New York, Inc.
3305 West Ridge Pike, Pottstown, PA – NEXTLINK Pennsylvania, Inc.
*901 Market Street, Wilmington, DE – NEXTLINK Delaware, Inc.
236 S. Hull Street, Sinking Springs, PA – NEXTLINK Pennsylvania, Inc.

Western

910 15th Street, Denver, CO – NEXTLINK Colorado, LLC
West 422 Riverside Avenue, Suite 616, Spokane, WA – NEXTLINK Washington, Inc.
230 South 500 East, Salt Lake City, UT – NEXTLINK Utah, Inc.
111 East Broadway, Suite 1000, Salt Lake City, UT – NEXTLINK Utah, Inc.
8385 South Allen Street, Midvale, UT – NEXTLINK Utah, Inc.
100 South 200 East, Salt Lake City, UT – NEXTLINK Utah, Inc.
1020 Main Street, Suite 100, Boise, ID – NEXTLINK Idaho, Inc.
601 West Riverside, Spokane, WA – NEXTLINK Washington, Inc.
1229 South 1840 West, Orem, UT – NEXTLINK Utah, Inc.
476 Heritage Park Boulevard, Suites 100/215, Layton, UT – NEXTLINK Utah, Inc.
102 East Pikes Peak Avenue, Suite 305, Colorado Spgs, CO – NEXTLINK Colorado, LLC
320 Paseo de Peralta, Suite E, Santa Fe, NM – NEXTLINK New Mexico, Inc.
2001 Sixth Avenue, Seattle, WA – NEXTLINK Washington, Inc.

Midwest

*88 East Broad Street, Columbus, OH – NEXTLINK Ohio, Inc.
*Akron Center Plaza, 50 South Main Street, Akron, OH – NEXTLINK Ohio, Inc.
*1228 Euclid Avenue, Cleveland, OH – NEXTLINK Ohio, Inc.
*180 East Broad Street, Columbus, OH – NEXTLINK Ohio, Inc.
*1500 West Third Street, Cleveland, OH – NEXTLINK Ohio, Inc.
*925 Euclid Avenue, Cleveland, OH – NEXTLINK Ohio, Inc.
*1 Erieview Plaza, Cleveland, OH – NEXTLINK Ohio, Inc.
*1550 Old Henderson Road, Columbus, OH – NEXTLINK Ohio, Inc.
*55 Public Square, Cleveland, OH – NEXTLINK Ohio, Inc.
*1801 East 9th Street, Cleveland, OH – NEXTLINK Ohio, Inc.
38701 Seven Mile Road, Suite 335, Livonia, MI – NEXTLINK Communications, Inc.
*771 Dearborn Park Lane, Worthington, OH – NEXTLINK Ohio, Inc.
800 Jorie Boulevard, Oak Brook, IL – NEXTLINK Illinois, Inc.
*50 West Broad Street, Columbus, OH – NEXTLINK Ohio, Inc.

*1422 Euclid Avenue, Cleveland, OH – NEXTLINK Ohio, Inc.
*1111 Chester Avenue, Cleveland, OH – NEXTLINK Ohio, Inc.
*1100 Superior Avenue, Cleveland, OH – NEXTLINK Ohio, Inc.
*1621 Euclid Avenue, Cleveland, OH – NEXTLINK Ohio, Inc.
*6780 Southpointe Parkway, Brecksville, OH – NEXTLINK Ohio, Inc.
*1 Riverside Plaza, Columbus, OH – NEXTLINK Ohio, Inc.
*1501 Euclid Avenue, Cleveland, OH – NEXTLINK Ohio, Inc.
*812 Huron Road, Cleveland, OH – NEXTLINK Ohio, Inc.
*526 Euclid Avenue, Cleveland, OH – NEXTLINK Ohio, Inc.
*50 Public Square, Cleveland, OH – NEXTLINK Ohio, Inc.
*230 Huron Road, Cleveland, OH – NEXTLINK Ohio, Inc.
*580 North 4th Street, Columbus, OH – NEXTLINK Ohio, Inc.
21355 Melrose Building 13, Southfield, MI – NEXTLINK Missouri, Inc.
*8337 Green Meadows North, Westerville, OH – NEXTLINK Ohio, Inc.
*250 West Old Wilson Bridge Road, Worthington, OH – NEXTLINK Ohio, Inc.
One Oakbrook Terrace, Suite 31, Oakbrook, IL – NEXTLINK Illinois, Inc.
*400 Metro Place North, Dublin, OH – NEXTLINK Ohio, Inc.
*8405 Pulsar Place, Columbus, OH – NEXTLINK Ohio, Inc.
*1717 East 9th Street, Cleveland, OH – NEXTLINK Ohio, Inc.
*820 West Superior Avenue, Cleveland, OH – NEXTLINK Ohio, Inc.
*2600 Corporate Exchange Drive, Columbus, OH – NEXTLINK Ohio, Inc.
*2550 Corporate Exchange Drive, Columbus, OH – NEXTLINK Ohio, Inc.
*2500 Corporate Exchange Drive, Columbus, OH – NEXTLINK Ohio, Inc.
*185 South Fifth Street, Columbus, OH – NEXTLINK Ohio, Inc.

California

1717 South State College Boulevard, Suite 270, Anaheim, CA – NEXTLINK California, Inc.
1717 South State College Boulevard, Suite 168, Anaheim, CA – NEXTLINK California, Inc.
1055 North Main Street, Suite 1010, Santa Ana, CA – NEXTLINK California, Inc.
818 West 7th Street, 9th Floor, Los Angeles, CA – NEXTLINK California, Inc.
300 South Harbor Boulevard, Suite 360, Anaheim, CA – NEXTLINK California, Inc.
624 South Grand Avenue, Suite 1715, Los Angeles, CA – NEXTLINK California, Inc.
2618 Oak Street, Santa Ana, CA – NEXTLINK California, Inc.
One Civic Plaza, Suite 400, Carson, CA – NEXTLINK California, Inc.

TSA/Resource

1730 Rhode Island Avenue NW, Suite 1000, Washington, DC – NEXTLINK Communications, Inc.
10545 Willows Road NE, Suite 100, Redmond, WA – NEXTLINK Communications, Inc.

Florida

476 Highway A1A, Satellite Beach, FL – NEXTLINK Florida, Inc.
476 Highway 5B, Satellite Beach, FL – NEXTLINK Florida, Inc.

Listing of NEXTLINK Markets

Anaheim, CA – NEXTLINK California, Inc.
Costa Mesa, CA – NEXTLINK California, Inc.
Fullerton, CA – NEXTLINK California, Inc.
Garden Grove, CA – NEXTLINK California, Inc.
Huntington Beach, CA – NEXTLINK California, Inc.
Inglewood, CA – NEXTLINK California, Inc.
Irvine, CA – NEXTLINK California, Inc.
Los Angeles, CA – NEXTLINK California, Inc.
Long Beach, CA – NEXTLINK California, Inc.
Orange, CA – NEXTLINK California, Inc.
Santa Ana, CA – NEXTLINK California, Inc.
Fremont, CA – NEXTLINK California, Inc.
Milpitas, CA – NEXTLINK California, Inc.
San Jose, CA – NEXTLINK California, Inc.
Palo Alto, CA – NEXTLINK California, Inc.
Sunnyvale, CA – NEXTLINK California, Inc.
San Diego, CA – NEXTLINK California, Inc.
Sacramento, CA – NEXTLINK California, Inc.
Mountainview, CA – NEXTLINK California, Inc.
Santa Clara, CA – NEXTLINK California, Inc.
Denver, CO – NEXTLINK Colorado, L.L.C.
Miami, FL – NEXTLINK Florida, Inc.
Seattle, WA – NEXTLINK Washington, Inc.
*Newark, NJ – NEXTLINK New Jersey, Inc.
Chicago, IL – NEXTLINK Illinois, Inc.
Saint Louis, MO – NEXTLINK Missouri, Inc.
*Cleveland, OH – NEXTLINK Ohio, Inc.
*Columbus, OH – NEXTLINK Ohio, Inc.
Allentown, PA – NEXTLINK Pennsylvania, Inc.
Harrisburg, PA – NEXTLINK Pennsylvania, Inc.
Lancaster, PA – NEXTLINK Pennsylvania, Inc.
Philadelphia, PA – NEXTLINK Pennsylvania, Inc.
Reading, PA – NEXTLINK Pennsylvania, Inc.
Scranton/Wilkes Barre, PA – NEXTLINK Pennsylvania, Inc.
Memphis, TN – NEXTLINK Tennessee, Inc.
Nashville, TN – NEXTLINK Tennessee, Inc.
Salt Lake City, UT – NEXTLINK Utah, Inc.
Provo, UT – NEXTLINK Utah, Inc.
Spokane, WA – NEXTLINK Washington, Inc.
*Atlanta, GA – NEXTLINK Georgia, Inc.

*Marietta, GA – NEXTLINK Georgia, Inc.
*New York, NY – NEXTLINK New York, Inc.
Dallas, TX – NEXTLINK Texas, Inc.
Houston, TX – NEXTLINK Texas, Inc.
Washington, D.C. – NEXTLINK D.C., Inc.
Detroit, MI – NEXTLINK Michigan, Inc.
*Phoenix, AZ – NEXTLINK Arizona, Inc.
Boston, MA – NEXTLINK Massachusetts, Inc.

*address or market listed for convenience purposes only; Subsidiary of Company that is located at such address or in such market is not a Grantor as of the Closing Date.

SCHEDULE 3.5 TO
PLEDGE AND SECURITY AGREEMENT

(a) Chief Executive Office of each Grantor:

As of the date hereof, every Grantor has the following Chief Executive Office:

500-108th Avenue NE
Suite 2200
Bellevue, WA 98004

It is contemplated that in the near future the Chief Executive Office of every Grantor will change to the following address:

1505 Farm Credit Drive
McLean, VA 22102

(b) Jurisdiction of organization of each Grantor:

Grantor	Jurisdiction
Falcon Administration, L.L.C.	Washington
NEXTBAND Communications, L.L.C.	Washington
NEXTFLIGHT, Inc.	Washington
NEXTLINK Alabama, Inc.	Washington
*NEXTLINK Arizona, Inc.	Washington
NEXTLINK California, Inc.	Washington
NEXTLINK Capital, Inc.	Washington
NEXTLINK Colorado, L.L.C.	Washington
NEXTLINK Communications, Inc.	Delaware
NEXTLINK Communications Merger Subsidiary, Inc.	Washington
NEXTLINK Connecticut, Inc.	Washington
*NEXTLINK Delaware, Inc.	Washington
NEXTLINK D.C., Inc.	Washington
NEXTLINK Employment Services, Inc.	Delaware
NEXTLINK Florida, Inc.	Washington
*NEXTLINK Georgia, Inc.	Washington
NEXTLINK Hawaii, Inc.	Washington
NEXTLINK Holdings, Inc.	Nevada
NEXTLINK Holdings No. 2, Inc.	Nevada

Grantor	Jurisdiction
NEXTLINK Idaho, Inc.	Washington
NEXTLINK Illinois, Inc.	Washington
*NEXTLINK Indiana, Inc.	Washington
NEXTLINK Kansas, Inc.	Washington
NEXTLINK Kentucky, Inc.	Washington
NEXTLINK Leasing of Utah, L.L.C.	Washington
*NEXTLINK Long Distance Services, Inc.	Washington
NEXTLINK Louisiana, Inc.	Washington
NEXTLINK Maine, Inc.	Washington
NEXTLINK Management Services, Inc.	Washington
NEXTLINK Management Services Nevada, Inc.	Washington
NEXTLINK Maryland, L.L.C.	Washington
NEXTLINK Massachusetts, Inc.	Washington
NEXTLINK Michigan, Inc.	Washington
NEXTLINK Minnesota, L.L.C.	Washington
NEXTLINK Mississippi, Inc.	Washington
NEXTLINK Missouri, Inc.	Washington
NEXTLINK New Hampshire, Inc.	Washington
*NEXTLINK New Jersey, Inc.	Washington
NEXTLINK New Mexico, Inc.	Washington
*NEXTLINK New York, Inc.	Washington
NEXTLINK North Carolina, Inc.	Washington
*NEXTLINK Ohio, Inc.	Washington
NEXTLINK Opportunity, Inc.	Washington
NEXTLINK Oregon, Inc.	Washington
NEXTLINK Pennsylvania, Inc.	Washington
NEXTLINK Pennsylvania Merger Company II, Inc.	Washington
NEXTLINK Rhode Island, Inc.	Washington
NEXTLINK Solutions, Inc.	Washington
NEXTLINK South Carolina, Inc.	Washington
NEXTLINK Technology Services, Inc.	Washington
NEXTLINK Tennessee, Inc.	Washington
NEXTLINK Texas, Inc.	Washington
NEXTLINK Utah, Inc.	Washington
NEXTLINK Virginia, L.L.C.	Washington
NEXTLINK Washington, Inc.	Washington
*NEXTLINK West Virginia, Inc.	Washington
NEXTLINK Wisconsin, Inc.	Washington

Grantor	Jurisdiction
PCO Acquisition Corp.	Delaware

*listed for convenience purposes only; indicated Subsidiary of Company is not a Grantor as of the Closing Date.

SCHEDULE 3.6 TO
PLEDGE AND SECURITY AGREEMENT

Other Names (including any Trade-Name or Fictitious Business Name) under which each Grantor has conducted Business for the past Five Years:

Grantor	Trade Name
*NEXTLINK Arizona, Inc.	NEXTLINK Arizona
NEXTLINK California, Inc.	NEXTLINK California
NEXTLINK Colorado, L.L.C.	NEXTLINK Colorado
NEXTLINK D.C., Inc.	NEXTLINK D.C.
NEXTLINK Florida, Inc.	NEXTLINK Florida
*NEXTLINK Georgia, Inc.	NEXTLINK Georgia
NEXTLINK Illinois, Inc.	NEXTLINK Illinois
NEXTLINK Maryland, L.L.C.	NEXTLINK Maryland
NEXTLINK Massachusetts, Inc.	NEXTLINK Massachusetts
NEXTLINK Michigan, Inc.	NEXTLINK Michigan
NEXTLINK Missouri, Inc.	NEXTLINK Missouri
*NEXTLINK New Jersey, Inc.	NEXTLINK New Jersey
*NEXTLINK New York, Inc.	NEXTLINK New York
*NEXTLINK Ohio, Inc.	NEXTLINK Ohio
NEXTLINK Pennsylvania, Inc.	NEXTLINK Pennsylvania
NEXTLINK Tennessee, Inc.	NEXTLINK Tennessee
NEXTLINK Texas, Inc.	NEXTLINK Texas
NEXTLINK Utah, Inc.	NEXTLINK Utah
NEXTLINK Virginia, L.L.C.	NEXTLINK Virginia
NEXTLINK Washington, Inc.	NEXTLINK Washington

*listed for convenience purposes only; indicated Subsidiary of Company is not a Grantor as of the Closing Date.