

TRADEMARK ONLY

06-09-2000



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Attached original documents or copy thereof.

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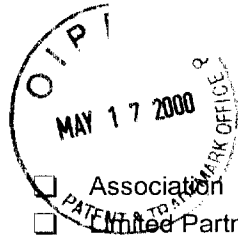
To the Honorable Commissioner of Patent:

1. Name of conveying party(ies):

Unidial Communications, Inc.
(f/k/a UniDial Incorporated)

- Individual(s)
- General Partnership
- Corporation-State **Kentucky**
- Other

Additional names(s) of conveying party(ies) Yes No



3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other **Second Amended and Restated**

Execution Date: **April 11, 2000**

Name: **Firstar Bank, N.A.**

Internal Address: **(f/k/a Star Bank, National Association)**

Street Address: **425 Walnut Street**

City: **Cincinnati** State: **OH** ZIP: **45202**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other **National Banking Association**

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

See Attached Schedule I

B. Trademark Registration No.(s)

See Attached Schedule I

Additional numbers Yes No

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

Name: **Cory M. Amron, Esquire**

Internal Address: **Vorys Sater Seymour and Pease LLP**

Street Address: **1828 L Street, N.W.; 11th Floor**

City: **Washington** State: **DC** ZIP: **20036**

6. Total number of applications and registrations involved: **6**

7. Total fee (37 CFR 3.41): \$ **165.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

22-0585

06/07/2000 JSHABAZZ 00000218 1753730

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 OP
125.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Cory M. Amron

Name of Person Signing

Signature

May 17 2000

Date

Total number of pages including cover sheet, attachments, and

12

SCHEDULE I

Registered Trademarks – United States

Registered Trademark	Registration Number	Registration Date
UniDial	1,753,730	February 23, 1993
UniDial	1,968,667	April 16, 1996
UniDial Communications	1,973,789	May 14, 1996

Pending Trademarks – United States

Pending Trademark	Serial Number	Filing Date
UniData	75/734,916	June 23, 1999
Xios	75/807,071	September 23, 1999
UniPower	75/322,555	July 10, 1997

SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), made between UNIDIAL COMMUNICATIONS, INC., a Kentucky corporation, formerly known as UniDial Incorporated, having its chief executive office at 1901 Eastpoint Parkway, Louisville, Kentucky 40223 ("Borrower"), and FIRSTAR BANK, N.A., a national banking association, formerly known as Star Bank, National Association, as Agent for the Lenders (as defined in the Financing Agreement as defined in Section 1 below), having an office at 425 Walnut Street, Cincinnati, Ohio 45202 ("Agent"), is as follows:

SECTION 1. Reference Terms. All capitalized terms used herein and not otherwise defined herein shall have the meaning attributed to them in the Second Amended and Restated Financing Agreement dated as of April 11, 2000 among Lenders, Agent, Borrower, UniDial Telecommunications, LLC and UniDial Communications Services, LLC (such agreement, as it now exists or may hereafter be amended or otherwise modified is hereinafter referred to as the "Financing Agreement").

SECTION 2. Grant of Security. As security for the full and prompt performance of all of the Obligations, Borrower hereby assigns, pledges and grants to Agent, for the benefit of Lenders, a lien on and security interest in Borrower's entire right, title and interest in and to the Trademark Collateral. As used herein, "Trademark Collateral" means: all of Borrower's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed: trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications, including, without limitation, each mark, registration, and application listed on Schedule I, attached hereto and made a part thereof, and (i) renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all rights corresponding thereto throughout the world, (v) the Trademark License Rights, as hereinafter defined, and (vi) together in each case with the goodwill of Borrower's business connected with the use of, and symbolized by, the Trademark Collateral.

SECTION 3. Assignment, License, Security Interest.

(a) Borrower hereby grants, assigns and conveys to Agent, for the benefit of Lenders, Borrower's entire right, title and interest in, to and under all license agreements with any Person, whether Borrower is licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule I, with respect to any trademarks, service marks, and trade names and all rights thereto and thereunder (such rights as licensor or licensee sometimes referred to herein collectively as "Trademark License Rights").

(b) In consideration of the undertaking of Borrower to fulfill the covenants of this Agreement and to discharge the Obligations, Agent grants to Borrower a personal, non-transferable exclusive right and license (without representation or warranty of any kind), to

exercise the Trademark License Rights (such right and license referred to herein as the "License"). Upon the occurrence of an Event of Default and upon notice from Agent to Borrower (i) the License shall terminate forthwith, (ii) all rights and interests in, to and under the License shall revert to Agent, and (iii) Agent shall have all other rights and remedies provided herein or in the other Loan Documents. If such Event of Default shall cease to exist, then, without any further action on the part of Agent, the License shall revert with Borrower.

(c) As security for the full and prompt performance of all of the Obligations, Borrower hereby assigns, pledges and grants to Agent, for the benefit of Lenders, a lien on and security interest in all of the right, title and interest of Borrower in and to the License.

SECTION 4. Representations and Warranties. Borrower represents and warrants as follows:

(a) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademark Collateral and License free and clear of any liens, charges and encumbrances, including, without limitation, all pledges, assignments, releases and covenants by Borrower not to sue any other Person in respect of Trademark Collateral and the License, except a security interest granted to MCI WorldCom Wholesale Services, a division of MCI WorldCom, Inc., formerly known as WorldCom Network Services, Inc., dba WilTel, and also formerly known as WilTel, Inc., which security interest is subordinate to the security interest granted by Borrower to Agent hereunder.

(b) Set forth in Schedule I is a complete and accurate list of all material Trademark License Rights, trademarks, trade names, service marks, trademark and service mark registrations, and applications for trademark or service mark registrations owned by Borrower.

(c) Each trademark, service mark, trade name, trademark and service mark registration, and application for trademark or service mark registration identified in Schedule I is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and each registered trademark and service mark and each application for trademark and service mark registration is, to the best of Borrower's knowledge, valid, registered or registrable and enforceable. Borrower has notified Agent in writing of all prior uses of any material item of Trademark Collateral of which Borrower is aware which could lead to such item becoming invalid or unenforceable, including prior unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such item.

(d) Borrower has not granted any license, release, covenant not to sue, or non-assertion assurance to any third person with respect to any part of the Trademark Collateral except as otherwise disclosed in Schedule I.

(e) Borrower has used reasonable and proper statutory notice in connection with its use of each registered trademark and service mark.

(f) The Trademark License Rights are in full force and effect, and Borrower is not in default of any of the Trademark License Rights and no event has occurred which with notice or

the passage of time, or both, might constitute a default by Borrower under the Trademark License Rights.

(g) Except for the recording of this Agreement with the United States Patent and Trademark Office and the filing of applicable perfecting documents with the State of Kentucky, no authorization, consent, approval or other action by, and no notice to or filing or recording with, any governmental, administrative or judicial authority or regulatory body is currently or is reasonably expected to be required either (i) for the grant by Borrower of the liens and security interests granted hereby or for the execution, delivery or performance of this Agreement by Borrower, or (ii) for the perfection of or the exercise by Agent of its rights and remedies hereunder.

SECTION 5. Further Assurances.

(a) Borrower agrees that from time to time, at its expense, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Agent may reasonably request, in order (i) to continue, perfect and protect the assignment and the security interest granted or purported to be granted hereby or (ii) to enable Agent to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral and License. Without limiting the generality of the foregoing, Borrower will execute and file such financing or continuation statements, or amendments hereto and thereto, and such other instruments or notices, as may be necessary or desirable, or as Agent may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby.

(b) Borrower hereby authorizes Agent to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Trademark Collateral and License without the signature of Borrower where permitted by law. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Trademark Collateral or any part thereof or License shall be sufficient as a financing statement where permitted by law.

(c) Borrower will furnish to Agent from time to time statements and schedules and further identifying and describing the Trademark Collateral and License and such other reports in connection with the Trademark Collateral and License as Agent may reasonably request, all in reasonable detail.

(d) Borrower agrees that, should it obtain an ownership interest in any Trademark License Rights, trademark, service mark, trade name, trademark or service mark registration, or application for trademark or service mark registration which is not now identified in Schedule I, (i) Borrower shall give prompt written notice thereof to Agent, (ii) the provisions of Section 2 shall automatically apply to any such Trademark License Rights, trademark, service mark, trademark or service mark registration, or application for trademark or service mark registration, and (iii) any such Trademark License Rights, mark, registration, or application, together with the goodwill of the business connected with the use of the mark and symbolized by it, shall

automatically become part of the Trademark Collateral. Borrower authorizes Agent to modify this Agreement by amending Schedule I and any financing statements to include any Trademark License Rights, trademark, service mark, trademark or service mark registration, or application for trademark or service mark registration which becomes part of the Trademark Collateral under this Section.

(e) With respect to any trademark necessary to the conduct of Borrower's business, Borrower agrees to take all necessary steps in any proceeding before the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof or in any court to maintain each registered trademark, service mark, and trademark or service mark registration, and to pursue each application for trademark or service mark registration now or hereafter included in the Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings. To the extent necessary to the conduct of its business, Borrower agrees to take corresponding steps with respect to each new or other registered trademark, service mark trademark or service mark registration, and application for trademark or service mark registration to which Borrower is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Borrower. Borrower shall not abandon any right to file an application for trademark or service mark registration, or abandon any pending application, registration, trademark or service mark, unless the goodwill of the business connected with and symbolized by such application, registration, trademark or service mark is not reasonably necessary in the conduct of Borrower's business.

(f) Borrower agrees to notify Agent promptly and in writing if Borrower learns (i) that any material item of the Trademark Collateral may become abandoned or dedicated; (ii) of any adverse determination or any development (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any material item of the Trademark Collateral; or (iii) that it is or potentially could be in default of any of the Trademark License Rights.

(g) If Borrower becomes aware that any material item of the Trademark Collateral is infringed or misappropriated by a third party, Borrower shall promptly notify Agent and shall promptly sue for infringement or misappropriation and for recovery of all damages caused by such infringement or misappropriation, and shall take such other actions as Borrower shall deem appropriate under the circumstances to protect such Trademark Collateral. Any expense incurred in connection with such activities shall be borne by Borrower.

(h) Borrower shall continue to use reasonable and proper statutory notice in connection with its use of each registered trademark or service mark.

SECTION 6. Transfers and Other Liens. Borrower shall not:

(a) sell, assign (by operation of law or otherwise) or otherwise dispose of any of the Trademark Collateral which is necessary in the conduct of Borrower's business or the License, except as permitted by the Financing Agreement and except that Borrower may license any

Trademark Collateral in the ordinary course of Borrower's business, provided that such license is necessary or desirable in the conduct of Borrower's business;

(b) create or suffer to exist any lien, security interest or other charge or encumbrance upon or with respect to any of the Trademark Collateral except as otherwise disclosed in Schedule I, or as otherwise permitted by the Financing Agreement; or

(c) take any other action in connection with any of the Trademark Collateral which is necessary in the conduct of Borrower's business or the License that would materially impair the value of the interests or rights thereunder of Borrower.

SECTION 7. Agent Appointed Attorney-in-Fact. Borrower hereby irrevocably appoints Agent as Borrower's attorney-in-fact, with full authority in Borrower's place, stead and on behalf of Borrower and in Borrower's name or otherwise, from time to time in Agent's sole and absolute discretion, but subject to the provisions of the Financing Agreement, to take any action and to execute any instrument that Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

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

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

(c) to file any claims or take any action or institute any proceedings that Agent may deem necessary or desirable for the collection of any of the Trademark Collateral or otherwise to enforce the rights of Agent with respect to any of the Trademark Collateral or the License.

SECTION 8. Agent May Perform.

(a) If Borrower fails to perform any of its obligations contained herein, Agent may itself perform, or cause performance of, such obligations, and the expenses of Agent incurred in connection therewith shall be payable by Borrower under Section 11(b) of this Agreement.

(b) Subject to the provisions of the Financing Agreement, Agent, or its designated representatives, shall have the right, at all times, to inspect Borrower's premises and to examine Borrower's books, records and operations relating to the Trademark Collateral.

SECTION 9. Agent's Duties. The powers conferred on Agent hereunder are solely to protect its interest in the Trademark Collateral and the License and shall not impose any duty upon Agent to exercise any such powers. Except for the safe custody of any Trademark Collateral in its possession and the accounting for moneys actually received by it hereunder, Agent shall have no duty as to any Trademark Collateral, the License or as to the taking of any necessary steps to preserve rights against other parties or any other rights pertaining to any Trademark Collateral.

Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Trademark Collateral and the License in its possession if the Trademark Collateral and the License are accorded treatment substantially equal to that which Agent accords its own property.

SECTION 10. Remedies. If any Event of Default shall have occurred and be continuing:

(a) Agent may exercise in respect of the Trademark Collateral and the License, in addition to other rights and remedies provided for herein or otherwise available to Agent, all the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected Trademark Collateral) and also may (i) exercise any and all rights and remedies of Borrower under or otherwise in respect of the Trademark Collateral and/or the License; (ii) license the Trademark Collateral or any part thereof, or assign its rights to the Trademark License Rights to any Person, and (iii) without notice except as specified below, sell the Trademark Collateral or any part thereof in one or more parcels at public or private sale, at any of Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as Agent may deem commercially reasonable. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and Borrower shall supply to Agent or its designee Borrower's know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition, and Borrower's customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services. Borrower agrees that, to the extent notice of sale shall be required by law, at least 10 days' notice to Borrower 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. Agent shall not be obligated to make any sale of any Trademark Collateral regardless of notice of sale having been given. Agent 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.

(b) All payments received by Borrower under or in connection with any of the Trademark Collateral or the License shall be received in trust for the benefit of Agent, shall be segregated from other funds of Borrower and shall be forthwith paid over to Agent in the same form as so received (with any necessary endorsement).

(c) All payments made hereunder or in connection with or otherwise in respect of the Trademark Collateral or the License and all cash proceeds received by Agent in respect of any sale of, collection from, or other realization upon all or any part of the Trademark Collateral or the License may, in the discretion of Agent, be held by Agent as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to Agent pursuant to Section 11 of this Agreement) in whole or in part by Agent against, all or any part of the Obligations, in such order as Agent shall elect. Any surplus of such cash or cash proceeds held by Agent and remaining after payment in full of all the Obligations shall be paid over to Borrower or to whomsoever may be lawfully entitled to receive such surplus.

SECTION 11. Indemnity and Expenses.

(a) Borrower agrees to indemnify and hold Agent and each Lender harmless from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement or the transactions contemplated hereby (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from Agent's gross negligence or willful misconduct as determined by a final judgment of a court of competent jurisdiction. The indemnification provided for in this Section 11(a) is not intended to limit or restrict any other or broader indemnification given by Borrower to or for the benefit of Agent or Lenders under the Financing Agreement or any other Loan Document.

(b) Borrower will upon demand pay to Agent the amount of any and all reasonable expenses, including, without limitation, the reasonable fees and disbursements of its counsel and of any experts and agents, which Agent may reasonably incur in connection with any and all of the following (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Trademark Collateral and the License, (iii) the exercise or enforcement of any of Agent's rights hereunder, or (iv) the failure by Borrower to perform or observe any of the material provisions hereof.

SECTION 12. Amendments, Waivers, Consents. No amendment or waiver of any provision of this Agreement nor consent to any departure by Borrower herefrom shall in any event be effective unless such amendment or waiver shall be in writing and signed by Agent, and then such amendment or waiver shall be effective only in the specific instance and for the specific purpose for which it was given.

SECTION 13. Notices. Any notice or notification required, permitted or contemplated hereunder shall be in writing, shall be addressed and given to the party to be notified at the address set forth in, and in the manner required by, Section 15.10 of the Financing Agreement.

SECTION 14. General.

(a) This Agreement shall create continuing ownership rights in the Trademark License Rights and a continuing security interest in the Trademark Collateral and License and shall (i) remain in full force and effect until payment in full of the Obligations, (ii) be binding upon Borrower, its successors and assigns, and (iii) inure, together with the rights and remedies of Agent hereunder, to the benefit of Agent, its successors, transferees and assigns.

(b) Upon the final payment in full and satisfaction of the Obligations, the liens and security interests granted hereby shall terminate and all rights to the Trademark Collateral and License shall revert to Borrower. Upon any such termination, Agent will, at Borrower's expense, execute and deliver to Borrower such documents as Borrower shall reasonably request to evidence such termination.

(c) If any term or provision of this Agreement is or shall become illegal, invalid or unenforceable in any jurisdiction, all other terms and provisions of this Agreement shall remain

legal, valid and enforceable in such jurisdiction and such illegal, invalid or unenforceable provision shall be legal, valid and enforceable in any other jurisdiction.

(d) This Agreement shall be governed by, and construed in accordance with, the local laws of the State of Ohio, except to the extent that the validity or perfection of the security interests hereunder, or remedies hereunder, in respect of any particular Trademark Collateral are governed by the law of the United States or any other jurisdiction other than the State of Ohio.

(e) AS A SPECIFICALLY BARGAINED INDUCEMENT FOR AGENT TO ENTER INTO THIS AGREEMENT AND EXTEND CREDIT TO BORROWER, BORROWER AGREES THAT ANY ACTION, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS AGREEMENT, ITS VALIDITY OR PERFORMANCE, AT THE SOLE OPTION OF AGENT, ITS SUCCESSORS AND ASSIGNS, SHALL BE INITIATED AND PROSECUTED AS TO ALL PARTIES AND THEIR SUCCESSORS AND ASSIGNS AT CINCINNATI, OHIO. AGENT AND BORROWER EACH CONSENTS TO AND SUBMITS TO THE EXERCISE OF JURISDICTION OVER ITS PERSON BY ANY COURT SITUATED AT CINCINNATI, OHIO HAVING JURISDICTION OVER THE SUBJECT MATTER, WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS BE MADE BY REGISTERED MAIL DIRECTED TO BORROWER AND AGENT AT THEIR RESPECTIVE ADDRESSES AS SET FORTH IN SECTION 15.10 OF THE FINANCING AGREEMENT AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED FIVE (5) BUSINESS DAYS AFTER SUCH PROCESS SHALL HAVE BEEN DEPOSITED IN THE U.S. MAIL, POSTAGE PREPAID. BORROWER WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS, AND ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER, AND CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT.

(f) AS A SPECIFICALLY BARGAINED INDUCEMENT FOR AGENT TO ENTER INTO THIS AGREEMENT AND EXTEND CREDIT TO BORROWER, BORROWER AND AGENT EACH WAIVES TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS AGREEMENT.

(g) The captions in this Agreement are for reference purposes only and shall not relate to or affect in any way the construction or interpretation hereof.

(h) The representations, warranties, covenants and agreements contained herein or in any Schedule attached hereto shall survive the execution hereof.

(i) Amendment and Restatement. This Agreement constitutes an amendment and restatement in full of that certain Amended and Restated Trademark Security Agreement, dated May 13, 1999, between Agent and Borrower, which in turn constituted an amendment and restatement in full of that certain Trademark Security Agreement, dated June 20, 1995, between Star Bank, National Association, now known as Firststar Bank, N.A., and Borrower (the "Existing

Trademark Security Agreement"), and is in no way intended, nor may it be construed, to impair or extinguish the creation, attachment, perfection or priority of the existing security interest in, and other liens on, the Trademark Collateral (or any part thereof) granted to, or held by, Firststar Bank, N.A. under the Existing Trademark Security Agreement, which existing security interests and other liens (i) Borrower acknowledges, confirms and reaffirms to Agent and (ii) continue in existence under the terms of this Agreement.

IN WITNESS WHEREOF, Borrower has, by its duly authorized officer, signed this Agreement as of April 11, 2000.

UNIDIAL COMMUNICATIONS, INC.

By: T. Douglas Webb
Name: T. Douglas Webb
Title: ST V.P. Finance Admin

STATE OF Kentucky
COUNTY OF Jefferson, SS:

The foregoing instrument was acknowledged before me this 10th day of April, 2000, by T. Douglas Webb, ST V.P. Finance Admin of UniDial Communications, Inc., a Kentucky corporation, on behalf of such corporation.

Bonnie Booth
Notary Public
Notary Public, State at Large, KY
My commission expires Nov. 2, 2000

Accepted at Cincinnati, Ohio
as of April 11, 2000.

FIRSTAR BANK, N.A.,
as Agent

By: Suzanne E. Geiger
Suzanne E. Geiger, Vice President

SCHEDULE I

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Registered Trademark	Registration Number	Registration Date
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