

08-18-2000



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CONFIRMANCE

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

7-26-00

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  
To remove 75390826 inadvertently recited   
and to correct 75676406
- Other

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

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  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.)
- Corporation  Association
- Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

08/18/2000 NTHRI1 00000088 75676404

01 FC:481 40.00 OP  
02 FC:482 25.00 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: 002121 FRAME: 0589

**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)**

**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: #

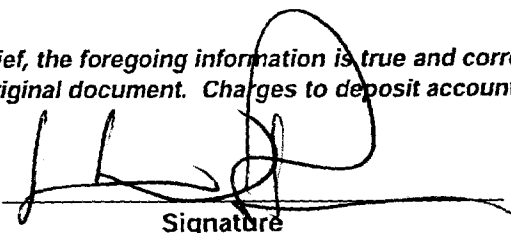
Authorization to charge additional fees: Yes  No

**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.

Lance Peterson

Name of Person Signing



Signature

July 21, 2000

Date Signed

03-31-2000



101802129

02/25/00

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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Execution Date  
Month Day Year

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- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
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Receiving Party

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DBA/AKATA

Composed of

Address (line 1)

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Address (line 3)

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State/Country

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association

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Other

Citizenship/State of Incorporation/Organization

03/30/2000 DCOATES 00000180 75390826

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01 FC:481  
02 FC:482

( 40.00 OP  
75.00 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.

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Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002121 FRAME: 0591

**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

(415) 979-2567

Name

Svetlana Attestatova

Address (line 1)

Brobeck Phleger & Harrison LLP

Address (line 2)

Spear Street Tower

Address (line 3)

One Market

Address (line 4)

San Francisco, CA 94105

**Pages**

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

#

10

**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)

75390826

75690826

75676402

75676406

**Number of Properties**

Enter the total number of properties involved.

#

4

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

115

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

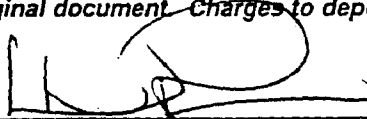
No

**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.

Lance W. Peterson

Name of Person Signing



Signature

February 22, 2000

Date Signed

Patent and Trademark Security Agreement

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 26, 2000, is made between Fiber Communications, Inc., a Delaware corporation ("Grantor"), and Cisco Systems Capital Corporation, a Nevada corporation ("CSCC").

Grantor and CSCC hereby agree as follows:

SECTION 1 Definitions: Interpretation:

(a) Terms Defined in Security Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"PTO" means the United States Patent and Trademark Office.

"Security Agreement" means the Security Agreement dated as of the date hereof, between Grantor and CSCC.

"Secured Party" means collectively CSCC and any other Cisco Company to which any Obligations are at any time owing by Grantor.

(c) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Interpretation. The rules of interpretation applicable to the Security Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Grantor hereby transfers and conveys to the Secured Party, and grants a security interest in and mortgage to the Secured Party, all of Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

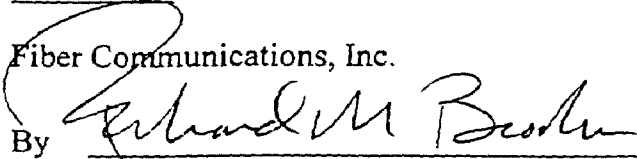
(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names,

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,  
as of the date first above written.

GRANTOR

Fiber Communications, Inc.

By

  
Title: CFO

Address:

3300 Douglas Blvd., Suite 210  
Roseville, CA 95661  
Attn.: Richard M. Brooks  
Fax No.: (916) 780-0715

CSCC

Cisco Systems Capital Corporation

By \_\_\_\_\_

Title:

Address:

Worldwide Financial Services  
170 West Tasman Drive  
Mailstop SJC2-3rd Floor  
San Jose, CA 95134-1706

Attn: Loan Administration

Fax: (408) 527-3993

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,  
as of the date first above written.

GRANTOR

Fiber Communications, Inc.

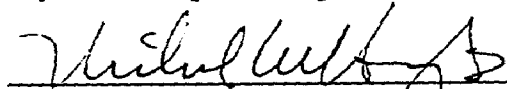
By \_\_\_\_\_  
Title:

Address:

3300 Douglas Blvd., Suite 210  
Roseville, CA 95661  
Attn.: Richard M. Brooks  
Fax No.: (916) 780-0715

CSCC

Cisco Systems Capital Corporation

By  \_\_\_\_\_  
Title: Michael Hampton  
General Manager, Cisco Systems Capital

Address:

Worldwide Financial Services  
170 West Tasman Drive  
Mailstop SJC2-3rd Floor  
San Jose, CA 95134-1706

Attn: Loan Administration

Fax: (408) 527-3993

SCHEDULE A  
to the Patent and Trademark Security Agreement

Fiber Communications, Inc.

Issued U.S. Patents of Grantor

None

Pending U.S. Patent Applications of Grantor

None

A-1.



SCHEDULE B  
to the Patent and Trademark Security Agreement

Fiber Communications, Inc.

U.S. Trademarks of Grantor

None

Pending U.S. Trademark Applications of Grantor

<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
75/390826	April 26, 1999	Fiber Communications, Inc.	11277
75/690826	April 26, 1999	Fiber Communications, Inc.	NETFONE
75/676402	April 6, 1999	Fiber Communications, Inc.	SONETCOM
75/676406	April 6, 1999	Fiber Communications, Inc.	SONETELECOM

B-1.

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