

08-21-2000

HEET
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



101438157

Tab settings >>> ▼

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

1. Name of conveying party(ies):

Omniplex Communications Group, LLC

7-25-00

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company

- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Lucent Technologies Inc.

Internal Address: Ashish Gandhi

Street Address: 600 Mountain Avenue

City: Murray Hill State: NJ ZIP: 07974

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

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

(Designations must be a separate document from Assignment)

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: June 29, 2000

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

A. Trademark Application No.(s)

2,290,413

75,786,143

B. Trademark registration No.(s)

Additional numbers attached? Yes No

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

Name: John Rivers, Esq.

Internal Address: Orrick Herrington & Sutcliffe LLP

Street Address: 400 Sansome Street

City: San Francisco State: CA ZIP: 94111

6. Total number of applications and registrations involved: _____

2

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

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

08/18/2000 NTHA11 00000103 2290413

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 OP
25.00 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.

John Rivers Jr.

Name of Person Signing

Signature

7-18-00

Date

Total number of pages comprising cover sheet: _____

GRANT OF SECURITY INTEREST

(TRADEMARKS)

THIS GRANT OF SECURITY INTEREST, dated as of June 29, 2000 is executed by Omniplex Communications Group, LLC, a Texas limited liability company ("Borrower"), in favor of Lucent Technologies, Inc.

A. Pursuant to that certain Loan and Security Agreement, dated as of June 29, 2000 (as amended from time to time, the "Loan Agreement"), among Borrower and the Lender, the Lender has agreed to extend certain credit facilities to Borrower upon the terms and subject to the conditions set forth therein.

B. Borrower has adopted, used and is using the trademarks, more particularly described on Schedules 1-A annexed hereto and made a part hereof, which trademarks are registered in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. Pursuant to the Loan Agreement, Borrower has granted to the Lender a security interest in all right, title and interest of Borrower in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby further grant to the Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.


Lender's address is:

Lucent Technologies, Inc.
600 Mountain Avenue
Murray Hill, NJ 07974
Attn: Annette Fasciano
Telephone: (908) 582-1780
Fax No.: (908) 582-3101

IN WITNESS WHEREOF, Borrower has caused this Agreement to be executed as of the day and year first above written.

Omniplex Communications Group, LLC

By:


Name: Richard Anthony
Title: PRESIDENT

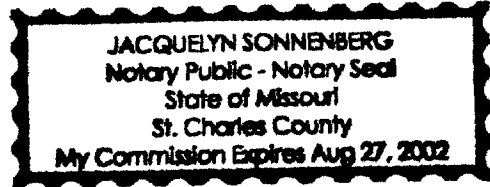
STATE OF MISSOURI)

COUNTY OF St. LOUIS)

On June 30, 2000 before me, Jacquelyn Sonnenberg personally appeared RICHARD ANTHONY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in her/her/their authorized capacity(ies), and that by his/her/their signature(s) on such instrument the person or entity on behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

Signature Jacquelyn Sonnenberg (Seal)



SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

(TRADEMARKS)

Trademark:

Reg No.:

Omniplex Communications Group, LLC
(stylized)

2,290,413

Omniplex

Serial No.: 75,786,143