

M.28.00

08-23-2000



101440537

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

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 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 Assignment.)

08/22/2000 MTHA11 00000314 75653530

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 275.00 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

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="75653530"/>	<input type="text" value="75653531"/>	<input type="text" value="75916144"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2046039"/>	<input type="text" value="0294921"/>	<input type="text" value="2210603"/>
<input type="text" value="2213544"/>	<input type="text" value="2248308"/>	<input type="text" value="2276569"/>
<input type="text" value="2299059"/>	<input type="text" value="2301006"/>	<input type="text" value="2348954"/>

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.

Vera Penev

7/21/2000

Name of Person Signing

Signature

Date Signed

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2000, by FastWeb, Inc., a Delaware corporation (the "*Borrower*"), in favor of LaSalle Bank National Association (the "*Lender*").

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, dated as of June 30, 2000 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Loan Agreement*") between the Borrower and the Lender, the Lender has agreed to make an extension of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Borrower is party to a Security Agreement of even date herewith in favor of the Lender (the "*Security Agreement*") pursuant to which the Borrower is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Loan Agreement and to induce the Lender to make an extension of credit to the Borrower thereunder, the Borrower hereby agrees with the Lender as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Loan Agreement or in the Security Agreement and used herein have the meaning given to them in the Loan Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Borrower, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Liabilities of the Borrower, hereby grants to the Lender a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Borrower, except such Collateral that constitutes Excluded Property (the "*Trademark Collateral*"):

all of its Trademarks and Trademark Licenses to which it is a party referred to on *Schedule I* hereto;

all reissues, continuations or extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

all Proceeds of the foregoing, including any claim by the Borrower against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.


Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and the Borrower hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, the Borrower has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

FASTWEB, INC.

By: 
Name: LEON HELLER
Title: CHAIRMAN/CEO

ACCEPTED AND AGREED:

LASALLE BANK NATIONAL ASSOCIATION

By: 
Name: Aimee W. Daniels ; Heather C. Blake
Title: Senior Vice President ; SVP

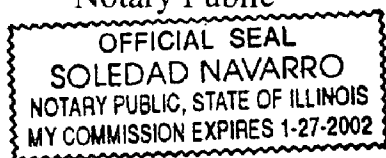
Acknowledgement of Borrower

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 30th day of June, 2000 before me personally appeared Leon Hailer, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of FastWeb, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Soledad Navarro

Notary Public



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

1.	FASTWEB	2,046,039
2.	FINAID	2,094,921*
3.	FASTWEB.COM	2,210,603
4.	E-SCHOLARSHIPS	2,213,544
5.	FASTWORK	2,248,308
6.	FASTWORK.COM	2,276,569
7.	UNIVERSITY YELLOW PAGES	2,299,059
8.	COLLEGE YELLOW PAGES	2,301,006
9.	FAST.WEB	2,348,954

B. TRADEMARK APPLICATIONS

1.	FINAID	75-653,530*
2.	Applicant (FinAid Page, L.L.C.)	75-653,531*
3.	GOODY BAG	75-916,144

C. TRADEMARK LICENSES

None.

* Owned by FinAid Page, L.L.C.