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09-21-2000

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



101465357

1 documents or copy thereof.

Tab settings

To the Honorable Commissioner of Patents and Trademark

1. Name of conveying party(ies):

SouthNet TeleComm Services, Inc.



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

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

3. Nature of conveyance:

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

Execution Date: April 25, 2000

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
- 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

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

A. Trademark Application No.(s)

2,280,486

75/643,081

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):..... \$ 65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

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01 10:48:11

40.00 DP
25.00 DP

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

8-21-00

Date

Total number of pages comprising cover sheet: 2

GRANT OF SECURITY INTEREST

(TRADEMARKS)

THIS GRANT OF SECURITY INTEREST, dated as of August 16, 2000 is executed by SouthNet Telecomm Services, a Georgia corporation ("Borrower"), in favor of Lucent Technologies Inc. ("Lender").

A. Pursuant to that certain Loan and Security Agreement, dated as of April 25, 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.

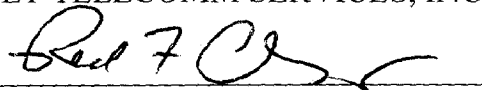
Lender's address is:

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.

SOUTHNET TELECOMM SERVICES, INC.

By:



Name: Ronald F. Anderegg

Title: CEO

STATE OF Michigan)

)

COUNTY OF Ottawa)

On August 17th, 2000 before me, Sandra L. Hall, personally appeared Ronald F. Andereg, 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 Sandra L. Hall EXP. 4/22/04 (Seal)
acting in Ottawa County

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

(TRADEMARKS)

Trademark:

Reg No.:

SouthNet TeleComm Services, Inc.

2,280,486

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75/643,081