

11-06-2000



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10.13.00

### 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
- Correction Document  
Reel #  Frame #

#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date  
Month Day Year

75856229

#### Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

Formerly

9 28 00

- 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.)

#### FOR OFFICE USE ONLY

11/03/2000 AAHME1 00000100 150665 75856229

01 FC:481 40.00 CH

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: 002167 FRAME: 0946

**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

212-506-5025

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)**

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

<input type="text" value="75/856,229"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**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 of if additional fees can be charged to the account., or any refund to the Deposit Account Number

#

Authorization to charge additional fees or credit any refund:

Yes

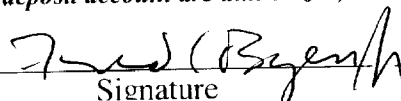
No

**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.

Fred C. Byers

Name of Person Signing

  
Signature

Sept 28, 2000  
Date Signed

**TRADEMARK SECURITY AGREEMENT**  
(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK  
APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, Broadslate Networks, Inc., a Delaware corporation (herein referred to as "Grantor" or "Parent"), owns the Trademark (as defined in the Security Agreement referred to below) listed on Schedule I annexed hereto, and is a party to the Trademark Licenses (as defined in the Security Agreement referred to below) identified in Schedule 1 annexed hereto;

WHEREAS, Broadslate Operations, Inc. (the "Debtor"), Parent, certain lenders (the "Lenders," and collectively with the Collateral Agent and the Administrative Agent (as defined below), the "Secured Parties"), the Collateral Agent and Lucent Technologies Inc., as administrative agent (the "Administrative Agent"), are parties to a Credit Agreement, dated as of September 28, 2000 (as the same may be amended, restated or supplemented and in effect from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Security Agreement (Parent), dated as of September 28, 2000 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), between Grantor and State Street Bank and Trust Company, as Collateral Agent for the Secured Parties referred to therein (in such capacities, together with their respective successors in such capacities, collectively, "Grantee"), Grantor has granted to Grantee for the benefit of such Secured Parties a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined herein), whether now owned or existing or hereafter acquired or arising, to secure the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark, including, without limitation, each Trademark application referred to in Schedule I annexed hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License, including, without limitation, each Trademark License identified in Schedule I annexed hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property

rights in connection with or injury to, or infringement or dilution of, any Trademark, including, without limitation, any Trademark referred to in Schedule I hereto, and all rights and benefits of Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule I hereto, or for injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.


Except to the extent not prohibited in the Security Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee 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.

(Signatures follow on next page)

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first above written.

**BROADSLATE NETWORKS, INC.**

By:   
Name: W. M. ZIRKLE  
Title: SR. VP

**STATE STREET BANK AND TRUST COMPANY, not individually, but solely as Collateral Agent**

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

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first above written.

**BROADSLATE NETWORKS, INC.**

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

**STATE STREET BANK AND TRUST  
COMPANY**, not individually, but solely  
as Collateral Agent

By:   
Name: Patrick E. Thebado  
Title: Assistant Vice President

SCHEDULE I  
TO  
TRADEMARK  
SECURITY  
AGREEMENT

**U.S. TRADEMARKS AND TRADEMARK REGISTRATIONS**

A. *U.S. Trademarks and Trademark Registrations*

<b><u>Reg. No.</u></b>	<b><u>Reg. Date</u></b>	<b><u>Mark</u></b>
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B. *U.S. Trademark Applications*

<b><u>Serial No.</u></b>	<b><u>Date Filed</u></b>	<b><u>Mark</u></b>
75/856229	November 23, 1999	BROADSLATE

**EXCLUSIVE TRADEMARK LICENSES**

**PARTIES**

<b><u>Name of Agreement</u></b>	<b><u>Licensor</u></b>	<b><u>Licensee</u></b>	<b><u>Date of Agreement</u></b>	<b><u>Subject Matter</u></b>
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