

01-24-2001



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10-20-00

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

No check

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
- Merger  Effective Date  
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

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)

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

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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1394371"/>	<input type="text" value="1319036"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1263498"/>	<input type="text" value="1803094"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1228254"/>	<input type="text" value="1799093"/>	<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

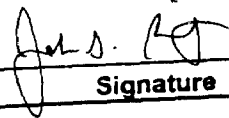
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

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.

Josh S. Ridout  10/20/00  
Name of Person Signing Signature Date Signed

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of September 29, 2000, by TELSCAPE INTERNATIONAL, INC., a Texas corporation ("Holdings"), TELEREUNIÓN, INC., a Delaware corporation ("Telereunión"), TELSCAPE USA, INC., a Texas corporation ("Telscape USA"), MSN COMMUNICATIONS, INC., a California corporation ("MSN"), INTERLINK COMMUNICATIONS, INC., a Delaware corporation ("Interlink"), TSCP INTERNATIONAL, INC., a Texas corporation ("TSCP"), DC COMMUNICATIONS, INC., a Texas corporation ("DC"), ENABLECOMMERCE.COM, a Delaware corporation ("EnableCommerce"), POINTE COMMUNICATIONS CORPORATION, a Nevada corporation ("PCom"), POINTE COMMUNICATIONS CORPORATION, a Delaware corporation ("PCom Delaware"), POINTECOM INCORPORATED, a Delaware corporation ("PointeCom Inc."), GALATEL, INC., a Georgia corporation ("Galatel"), INTERNATIONAL DIGITAL TELECOMMUNICATIONS SYSTEMS, INC., a Florida corporation ("International Digital"), RENT-A-LINE TELEPHONE COMPANY, LLC, a Georgia corporation ("Rent-A-Line"), POINTE LOCAL EXCHANGE COMPANY, a Georgia corporation ("Pointe Local Exchange"), OVERLOOK COMMUNICATIONS INTERNATIONAL, INC., a North Carolina corporation ("Overlook"), TOPS CORPORATION, a Nevada corporation ("Tops"), WORLDLINK COMMUNICATIONS, INC., a Georgia corporation ("Worldlink"), PHOENIX DATANET, INC., a Texas corporation ("Phoenix Datanet"), the Additional Borrowers from time to time which become parties to this Agreement by executing an Addendum hereto in the form attached as Annex I ("Additional Borrowers" and each of the Additional Borrowers, Holdings, Telereunión, Telscape USA, MSN, Interlink, TSCP, DC, EnableCommerce, PCom, PCom Delaware, PointeCom Inc., Galatel, International Digital, Rent-A-Line, Pointe Local Exchange, Overlook, Tops, Worldlink, Phoenix Datanet and collectively, the "Grantors", and individually, a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation (the "U.S. Collateral Agent").

### WITNESSETH:

WHEREAS, the Grantors have entered into a Credit Agreement, dated as of the date hereof (the "Credit Agreement"), with Telereunión S.A. de C.V., Telereunión Internacional S.A. de C.V. and the other Borrowers incorporated under the laws of Mexico listed on Schedule 1.0 thereto (collectively, the "Mexican Borrowers"), the Additional Borrowers from time to time party thereto, General Electric Capital Corporation, a New York corporation, in its capacity as Administrative Agent (the "Administrative Agent") and Lender as well as the lending institutions that from time to time are party thereto (collectively, the "Lenders") and pursuant to which the Lenders may extend certain loans and other financial accommodations to the Borrowers, the terms and provisions of which are incorporated herein by reference; and

WHEREAS, the Lenders have required each Grantor to execute and deliver this Agreement with the U.S. Collateral Agent (i) in order to secure the prompt and complete

payment, observance and performance of all of the Obligations (as defined in the Credit Agreement) and (ii) as a condition precedent to any extension of credit to the Grantors under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, each Grantor hereby grants to the U.S. Collateral Agent for the benefit of the Lenders, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests to the extent permitted by applicable law and the provisions of this Agreement, all of such Grantor's now owned or existing and hereafter acquired or arising:

(a) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of such Grantor's business symbolized by the foregoing and connected therewith, and (v) all of such Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and

service marks, registered service marks and service mark applications, together with the items described in clauses (i)-(v) in this Section 4(a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"; and

(b) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether such Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all inventory now or hereafter owned by such Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 4, the Licenses shall not include any license agreement in effect as of the date hereof which by its terms prohibits the grant of the security contemplated by this Agreement; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this Section 4 shall be deemed to apply thereto automatically.

5. Restrictions on Future Agreements. No Grantor shall, without the U.S. Collateral Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with the terms and conditions of this Agreement or the Credit Agreement, and each Grantor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to the U.S. Collateral Agent under this Agreement or the rights associated with the Trademarks or Licenses.

6. New Trademarks and Licenses. Each Grantor represents and warrants that, from and after the date first listed above, (a) the Trademarks listed on Schedule A include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by such Grantor, (b) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements under which such Grantor is the licensee or licensor and (c) no liens, claims or security interests in such Trademarks and Licenses have been granted by such Grantor to any Person other than the U.S. Collateral Agent. If, prior to the termination of this Agreement, any Grantor shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of Section 4 above shall automatically apply thereto. Each Grantor shall use its best efforts to give to the U.S. Collateral Agent written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. Each Grantor hereby authorizes the U.S. Collateral Agent to modify this Agreement unilaterally (x) by amending Schedule A hereto to

include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule B hereto to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under Section 4 above or under this Section 6, and (y) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedules A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

7. Royalties. Each Grantor hereby agrees that the use by the U.S. Collateral Agent of the Trademarks and Licenses as authorized hereunder in connection with the U.S. Collateral Agent's exercise of its rights and remedies under Section 15 shall be coextensive with such Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the U.S. Collateral Agent to such Grantor.

8. Right to Inspect; Further Assignments and Security Interests. The U.S. Collateral Agent may at any reasonable time during normal business hours, upon advance written notice, and as often as it may reasonably desire (except during the continuance of an Event of Default, no advance notice shall be required) have access to, examine, audit, make copies (at the Grantors' expense) and extracts from and inspect each Grantor's premises and examine each Grantor's books, records and operations relating to the Trademarks and Licenses; provided, that in conducting such inspections and examinations, the U.S. Collateral Agent shall use reasonable efforts not to disturb unnecessarily the conduct of any Grantor's ordinary business operations. From and after the occurrence of, and during the continuation of, a Default, each Grantor agrees that the U.S. Collateral Agent, or a conservator appointed by the U.S. Collateral Agent, shall have the right to establish such reasonable additional product quality controls as the U.S. Collateral Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by such Grantor under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. Each Grantor agrees (a) not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent of the U.S. Collateral Agent, (b) to maintain the quality of such products as of the date hereof, and (c) not to change the quality of such products in any material respect without the U.S. Collateral Agent's prior and express written consent.

9. Nature and Continuation of the U.S. Collateral Agent's Security Interest; Termination of the U.S. Collateral Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Obligations have been indefeasibly paid in full in cash and the Credit Agreement has been terminated. When this Agreement has terminated, the U.S. Collateral Agent shall promptly execute and deliver to each Grantor, at the Grantors' expense, all termination statements and other instruments as may be necessary or proper to terminate the U.S. Collateral Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the U.S. Collateral Agent pursuant to this Agreement.

10. Duties of Each Grantor. Each Grantor shall have the duty, to the extent desirable in the normal conduct of such Grantor's business, (a) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (b) to make application for trademarks or service marks where necessary or economically desirable for such Grantor's business. Each Grantor further agrees (x) not to abandon any Trademark or License without the prior written consent of the U.S. Collateral Agent, and (y) to use its best efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary or economically desirable in the operation of such Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by the Grantors. The U.S. Collateral Agent shall not have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, the U.S. Collateral Agent shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but the U.S. Collateral Agent may do so at its option from and after an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of the Grantors and shall be added to the Obligations secured hereby.

11. The U.S. Collateral Agent's Right to Sue. From and after the occurrence of an Event of Default, the U.S. Collateral Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the U.S. Collateral Agent shall commence any such suit, each Grantor shall, at the request of the U.S. Collateral Agent, do any and all lawful acts and execute any and all proper documents required by the U.S. Collateral Agent in aid of such enforcement. Each Grantor shall, upon demand, promptly reimburse the U.S. Collateral Agent for all costs and expenses incurred by the U.S. Collateral Agent in the exercise of its rights under this Section 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the U.S. Collateral Agent).

12. Waivers. The U.S. Collateral Agent's failure, at any time or times hereafter, to require strict performance by any Grantor of any provision of this Agreement shall not waive, affect or diminish any right of the U.S. Collateral Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between any Grantor and the U.S. Collateral Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of any Grantor contained in this Agreement shall be deemed to have been suspended or waived by the U.S. Collateral Agent unless such suspension or waiver is in writing signed by an officer of the U.S. Collateral Agent and directed to the applicable Grantor specifying such suspension or waiver.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 6 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney. (a) Each Grantor hereby irrevocably designates, constitutes and appoints the U.S. Collateral Agent (and all Persons designated by the U.S. Collateral Agent in its sole and absolute discretion) as such Grantor's true and lawful attorney-in-fact, and authorizes the U.S. Collateral Agent and any of the U.S. Collateral Agent's designees, in such Grantor's or the U.S. Collateral Agent's name, from and after the occurrence of, and during the continuation of, a Default and the giving by the U.S. Collateral Agent of notice to such Grantor of the U.S. Collateral Agent's intention to enforce its rights and claims against such Grantor, to (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for the U.S. Collateral Agent in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as the U.S. Collateral Agent deems in its own best interest. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full in cash and the Credit Agreement shall have been terminated.

(b) The U.S. Collateral Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence of an Event of Default and the election by the U.S. Collateral Agent to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code with respect to the Trademarks and Licenses, each Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the U.S. Collateral Agent or any transferee of the U.S. Collateral Agent and to execute and deliver to the U.S. Collateral Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the U.S. Collateral Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the U.S. Collateral Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, the U.S. Collateral Agent may exercise any of the rights and remedies provided in this Agreement and any of the other Loan Documents. Each Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the U.S. Collateral Agent may give any shorter notice that is commercially reasonable under the circumstances.

16. Successors and Assigns. This Agreement shall be binding upon each Grantor and its successors and assigns, and shall inure to the benefit of the U.S. Collateral Agent



and its nominees, successors and assigns. Each Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for such Grantor; provided, however, that no Grantor shall voluntarily assign or transfer its rights or obligations hereunder without the U.S. Collateral Agent's prior written consent, such consent not to be unreasonably withheld.

17. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties herein shall be governed by in all respects in accordance with the domestic internal laws and judicial decisions of the State of New York without reference to the choice of law principles thereof.

18. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth on Schedule 11.2 of the Credit Agreement.

19. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.


20. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

21. Merger. This Agreement represents the final agreement of each Grantor and the U.S. Collateral Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between any Grantor and the U.S. Collateral Agent.


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

GRANTORS:


TELSCAPE INTERNATIONAL INC.,  
as a Grantor

By:   
Name: Peter Alexander  
Title: President


TELEREUNIÓN, INC.,  
as a Grantor

By:   
Name: Peter Alexander  
Title: President

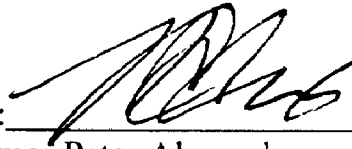
TELSCAPE USA, INC.,  
as a Grantor

By:   
Name: Peter Alexander  
Title: President


MSN COMMUNICATIONS, INC.,  
as a Grantor

By:   
Name: Peter Alexander  
Title: President

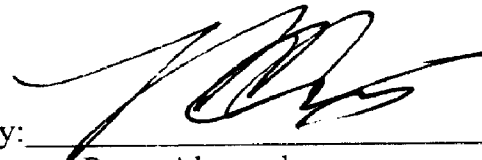
INTERLINK COMMUNICATIONS, INC.,  
as a Grantor

By:   
Name: Peter Alexander  
Title: President

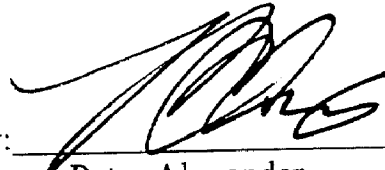
TSCP INTERNATIONAL, INC.,  
as a Grantor

By:   
Name: Peter Alexander  
Title: President


DC COMMUNICATIONS, INC.,  
as a Grantor

By:   
Name: Peter Alexander  
Title: President


ENABLECOMMERCE.COM,  
as a Grantor

By:   
Name: Peter Alexander  
Title: President


POINTE COMMUNICATIONS  
CORPORATION,  
as a Grantor

By:   
Name: Peter Alexander  
Title: President


POINTE COMMUNICATIONS  
CORPORATION, (a Delaware Subsidiary),  
as a Grantor

By:   
Name: Peter Alexander  
Title: President


POINTECOM INCORPORATED,  
as a Grantor

By:   
Name: Peter Alexander  
Title: President


GALATEL, INC.,  
as a Grantor

By:   
Name: Peter Alexander  
Title: President

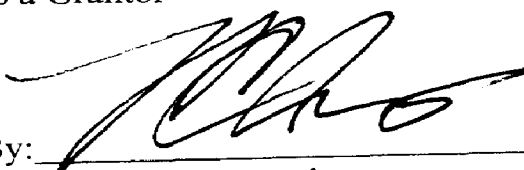
INTERNATIONAL DIGITAL  
TELECOMMUNICATIONS SYSTEMS,  
INC.,  
as a Grantor

By:   
Name: Peter Alexander  
Title: President

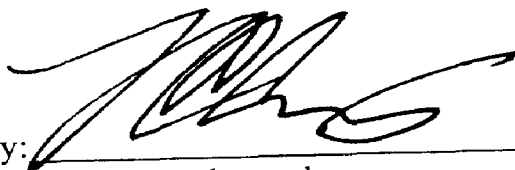
RENT-A-LINE TELEPHONE COMPANY,  
LLC,  
as a Grantor

By:   
Name: Peter Alexander  
Title: President


POINTE LOCAL EXCHANGE  
COMPANY,  
as a Grantor

By:   
Name: Peter Alexander  
Title: President


OVERLOOK COMMUNICATIONS  
INTERNATIONAL, INC.,  
as a Grantor

By:   
Name: Peter Alexander  
Title: President


TOPS CORPORATION,  
as a Grantor

By:   
Name: Peter Alexander  
Title: President

WORLDBLINK COMMUNICATIONS,  
INC.,  
as a Grantor

By:   
Name: Peter Alexander  
Title: President

PHOENIX DATANET, INC.,  
as a Grantor

By:   
Name: Peter Alexander  
Title: President

Accepted and agreed to as of the day and year first  
above written.

GENERAL ELECTRIC CAPITAL CORPORATION  
as U.S. Collateral Agent

By: E. Keith Min  
Name: E. Keith Min  
Title: Attorney-in-fact

ANNEX I

FORM OF ADDENDUM

Reference is hereby made to the Trademark Security Agreement (the "Agreement") dated as of September \_\_, 2000 by TELSCAPE INTERNATIONAL, INC., a Texas corporation ("Holdings"), TELEREUNIÓN, INC., a Delaware corporation ("Telereunión"), TELSCAPE USA, INC., a Texas corporation ("Telscape USA"), MSN COMMUNICATIONS, INC., a California corporation ("MSN"), INTERLINK COMMUNICATIONS, INC., a Delaware corporation ("Interlink"), TSCP INTERNATIONAL, INC., a Texas corporation ("TSCP"), DC COMMUNICATIONS, INC., a Texas corporation ("DC"), ENABLECOMMERCE.COM, a Delaware corporation (EnableCommerce"), POINTE COMMUNICATIONS CORPORATION, a Nevada corporation ("PCom"), POINTE COMMUNICATIONS, CORPORATION, a Delaware corporation ("PCom Delaware"), POINTECOM INCORPORATED, a Delaware corporation ("PointeCom Inc."), GALATEL, INC., a Georgia corporation ("Galatel"), INTERNATIONAL DIGITAL TELECOMMUNICATIONS SYSTEMS, INC., a Florida corporation ("International Digital"), RENT-A-LINE TELEPHONE COMPANY, LLC, a Georgia corporation ("Rent-A-Line"), POINTE LOCAL EXCHANGE COMPANY, a Georgia corporation ("Pointe Local Exchange"), OVERLOOK COMMUNICATIONS INTERNATIONAL, INC., a North Carolina corporation ("Overlook"), TOPS CORPORATION, a Nevada corporation ("Tops"), WORLDLINK COMMUNICATIONS, INC., a Georgia corporation ("Worldlink"), PHOENIX DATANET, INC., a Texas corporation ("Phoenix Datanet"), the Additional Borrowers from time to time which become parties to this Agreement by executing an Addendum hereto in the form attached as Annex I (the "Additional Borrowers") (the Additional Borrowers, Holdings, Telereunión, Telscape USA, MSN, Interlink, TSCP, DC, EnableCommerce, PCom, PCom Delaware, PointeCom Inc., Galatel, International Digital, Rent-A-Line, Pointe Local Exchange, Overlook, Tops, Worldlink, Phoenix Datanet and collectively, the "Grantors", and individually, a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation (the "U.S. Collateral Agent"). Capitalized terms used herein and not defined herein shall have the meanings given to them in the Agreement.

By its execution below, the undersigned [NAME OF NEW GRANTOR], a [\_\_\_\_\_] [corporation] [partnership] [limited liability company] (the "New Grantor"), agrees to become, and does hereby become, an Grantor under the Agreement and agrees to be bound by such Agreement as if originally a party thereto.

By its execution below, the undersigned represents and warrants as to itself that all of the representations and warranties contained in Section 6 of the Agreement are true and correct in all respects as of the date hereof.

Concurrently with the delivery of this Annex I, the New Grantor shall update and deliver a supplement to Schedules A and B containing all of the information, with respect to such New Grantor, as required by the Agreement.

IN WITNESS WHEREOF, [NAME OF NEW GRANTOR], a [\_\_\_\_\_]



[corporation] [partnership] [limited liability company] has executed and delivered this Annex I counterpart to the Assignment as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

[NAME OF NEW GRANTOR]

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

Name:

Title:

TRADEMARK SECURITY AGREEMENT

SCHEDULE A

Trademarks

ITEM	SERIAL #	REG. #	CLASS	DATE FILED	EXPIRATION DATE	Goods/Services
<b><u>Telscope International, Inc.</u></b>						
Name - "Telscope"	75/511,262	2,277,885	38	6/30/98	6 yrs. (as of 9/14/99)	Telecommunications services, namely, transmission of voice, video and data via switched and dedicated communications networks; international long distance telephone services; pre-paid telephone calling card services
Logo - "Telscope Logo"	75/511,258	2,277,884	38	6/30/98	6 yrs. (as of 9/14/99)	Telecommunications services, namely, transmission of voice, video and data via switched and dedicated communications networks; international long distance telephone services; pre-paid telephone calling card services
Name - "El Senor Tele"	75/862,699	Pending	38	12/3/99	Pending	Telecommunications services and Pre-paid Calling Cards
Name - "Pancho Villa"	75/734,753	Pending	38	6/21/99	Pending	Telecommunications services and Pre-paid Calling Cards
Logo - "Parrot Design"	75/866,757	Pending	38	12/8/99	Pending	Telecommunications services and Pre-paid Calling Cards
Name - "Paquito"	75/869,191	Pending	38	12/10/99	Pending	Telecommunications services and Pre-paid Calling Cards
Name - "Telereunion"	Pending	Pending	38,16	Pending	Pending	Telecom services, namely telephone calling card services; and telephone pre-paid callings cards, not magnetically encoded

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TRADEMARK SECURITY AGREEMENT

SCHEDULE A

Trademarks

ITEM	SERIAL #	REG. #	CLASS	DATE FILED	EXPIRATION DATE	Goods/Services
Name & Design - "Telscope"	Pending	Pending	38	Pending	Pending	Telecommunications services, namely, transmission of voice, video and data via switched and dedicated communications networks; international long distance telephone services; pre-paid telephone calling card services
<u>Telereunion, Inc.</u>						
None						
<u>Telscope USA, Inc.</u>						
None						
<u>MSN Communications, Inc.</u>						
Name - "Telefiesta"	75/114,393	2,154,191	38	6/3/96	6 YRS. (as of 4/28/98)	Telecommunications services, namely, telephone services, in Class 38.
<u>Interlink Communications, Inc.</u>						
<sup>1</sup> Name - "Equastar"	73/559,449	1394371	38	9/23/85	Pending	Communications Services via Satellite, in Class 38

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TRADEMARK SECURITY AGREEMENT

SCHEDULE A

Trademarks

ITEM	SERIAL #	REG. #	CLASS	DATE FILED	EXPIRATION DATE	Goods/Services
1 Name - "Equatorial"	73/385,380	1263498	9, 38	9/13/82	Pending	Communications satellite apparatus, namely satellite receiving earth stations comprised of an antenna module and an indoor controller, in Class 9 and Consulting services in the field of satellite communications; and providing data distribution services using satellites, in Class 38
1 Name/Design - "Equatorial"	73/307,257	1228254	9	4/24/81	Pending	Communications satellite apparatus, namely satellite receiving earth stations comprised of an antenna module and an indoor controller, in Class 9
1 Name/Design - "Equatorial"	73/461,800	1319036	9	1/20/84	Pending	Communications satellite apparatus, namely, satellite transmitting earth stations, in Class 9
1 Name - "Radiolink"	73/131,884	1803094	9	1/17/91	Pending	Microwave equipment; namely, transceivers for communication between computers, in Class 9.
1 Name (Stylized) - "Radiolink"	74/131,883	1799093	9	1/17/91	Pending	Microwave equipment; namely, transceivers for communication between computers, in Class 9.
<u>TSCP International, Inc.</u>						
None						
<u>DC Communications, Inc.</u>						
None						

TRADEMARK SECURITY AGREEMENT

SCHEDULE A

Trademarks

ITEM	SERIAL #	REG. #	CLASS	DATE FILED	EXPIRATION DATE	Goods/Services
<u>EnableCommerce.com, Inc.</u>						
None						
<u>Pointe Communications Corporation</u>						
PointeCom	75-552,760	2,290,187	38	9/14/98	11/2/09	Telephone communication services for local & long distance areas, both nationally & international; electronic transmission of data, facsimile transmission svcs.; teleconferencing svcs., namely auto & video
Pointe Communications	75-553,677	2,290,197	38	9/15/98	11/2/09	Telephone communication services for local & long distance areas, both nationally & international; electronic transmission of data, facsimile transmission svcs.; teleconferencing svcs., namely auto & video
PointeMail	75-552,999	2,290,192	38	9/14/98	11/2/09	Telephone communication services for local & long distance areas, both nationally & international; electronic transmission of data, facsimile transmission svcs.; teleconferencing svcs., namely auto & video
Pointephone	75-552,359	2,287,860	38	9/14/98	10/19/09	Telephone communication services for local & long distance areas, both nationally & international; electronic transmission of data, facsimile transmission svcs.; teleconferencing svcs., namely auto & video

TRADEMARK SECURITY AGREEMENT

SCHEDULE A

Trademarks

ITEM	SERIAL #	REG. #	CLASS	DATE FILED	EXPIRATION DATE	Goods/Services
Univoz	75/658,643	Pending	38	3/11/99	Pending	Telephone communication services for local & long distance areas, both nationally & international; electronic transmission of data, facsimile transmission svcs.; teleconferencing svcs., namely audio & video
Mundivoz	75/658,631	Pending	38	3/11/99	Pending	Telephone communication services for local & long distance areas, both nationally & international; electronic transmission of data, facsimile transmission svcs.; teleconferencing svcs., namely audio & video
Vistel	75-136,062	2,162,654	36	7/18/96	6/2/08	Prepaid telephone debit card services
Supercard						Common Law Trademark - Not Filed
Super5						Common Law Trademark - Not Filed
SuperMex						Common Law Trademark - Not Filed
SuperMas						Common Law Trademark - Not Filed
<b><u>Pointe Communications Corporation</u></b>						
None						
<b><u>PointeCom, Inc.</u></b>						
None						
<b><u>Galatel, Inc.</u></b>						
None						

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TRADEMARK SECURITY AGREEMENT

SCHEDULE A

Trademarks

ITEM	SERIAL #	REG. #	CLASS	DATE FILED	EXPIRATION DATE	Goods/Services
<u>International Digital Telecommunications Systems, Inc.</u>						
None						
<u>Rent-A-Line Telephone Company, LLC</u>						
None						
<u>Pointe Local Exchange Company</u>						
None						
<u>Overlook Communications International, Inc.</u>						
None						
<u>Tops Corporation</u>						
None						
<u>Worldlink Communications, Inc.</u>						
None						
<u>Phoenix Datanet, Inc.</u>						
None						

TRADEMARK SECURITY AGREEMENT

SCHEDULE A

Trademarks

ITEM	SERIAL #	REG. #	CLASS	DATE FILED	EXPIRATION DATE	Goods/Services
<b>DOMAIN NAME REGISTRATIONS</b>						
<u>Telscape International, Inc.</u>						
telscape.com						
telscape.net						
telscape.org						
enablecommerce.com						
enablecommerce.net						
enablecommerce.org						
businessenablers.net						
businessenablers.org						
businessenablers.com						
express81.com						
telefiesta.com						
tscpdebit.com						
<u>Interlink Communications, Inc.</u>						
interlinkcom.net						
<u>Pointe Communications Corporation</u>						
pointecom.net						
c-com.net						
univoz.net						
mondevoz.com						
galatel.com						
mondevoz.net						
univoz.com						
univoz-tuvoz.net						



TRADEMARK SECURITY AGREEMENT

SCHEDULE A

Trademarks

ITEM	SERIAL #	REG. #	CLASS	DATE FILED	EXPIRATION DATE	Goods/Services
superphonecard.com						
inexnews.com						
<b><u>Phoenix DataNet, Inc.</u></b>						
phoenix.net						

<sup>1</sup> These trademarks have been validly assigned to Interlink and the Company has recorded this assignment with the US Patent and Trademark Office.

**TRADEMARK SECURITY AGREEMENT**

**SCHEDULE B**

License Agreements

None

y Agreement

**RECORDED: 10/20/2000**

**TRADEMARK  
REEL: 002181 FRAME: 0173**