

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

04-19-2001



101679177

4/6/01  
Tab settings → →

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

1. Name of conveying party(ies): **TELIGENT, INC.**  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State (DE) **4-6-01**  
 Other \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
Name: The Chase Manhattan Bank, as Collateral Agent  
Internal Address: \_\_\_\_\_  
Street Address: P.O. Box 2558  
City: Houston State: TX ZIP: 77252  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other New York banking corporation  
If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designation must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No


3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
Execution Date: March 23, 2001

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) **See Attached Continuation**  
B. Trademark Registration No.(s) **See Attached Continuation**  
Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Alison Winick, Esq.  
Internal Address: Simpson Thacher & Bartlett  
Street Address: 425 Lexington Avenue  
City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 32  
7. Total fee (37 CFR 3.41): ..... \$815.00  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number: \_\_\_\_\_  
(Attached duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

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.*  
Alison Winick, Esq.  4/5/01  
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 7

04/18/2001 GT0N11 00000193 75229843 Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231  
01 FC:481 40.00 OP  
02 FC:482 775.00 OP

TRADEMARK  
REEL: 002274 FRAME: 0365

**CONTINUATION OF ITEM FOUR FROM RECORDATION COVER SHEET****4. Application number(s) or registration number(s):**

<b>TITLE</b>	<b>APP. NO.</b>	<b>REG. NO.</b>
DYNALINE	75/229,843	
E-DEALER	76/075,864	
E-MAGINE	75/568,942	
E-MAGINE	75/568,941	
E.MAGINE	75/687,923	
E•MAGINE	75/687,965	
E•MAGINE and Design	75/687,966	
E•MAGINE	75/687,967	
E•MAGINE and Design	75/863,812	
INSTANT CONFERENCE	76/114,365	
LA FORMA INTELIGENTE DE COMMUNICARSE		2,332,148
SIMPLICITY.SERVICE.SAVINGS	75/691,370	
SMARTLINE	75/229,848	
SMARTWAVE	75/575,869	
SMARTWAVE DSL	75/711,831	
SMARTWAVE PRI	75/893,433	
SMARTWAVES	75/496,449	
TELIGENT		1,893,005
TELIGENT		2,290,419
TELIGENT		2,265,163
TELIGENT and Design		2,306,392
TELIGENT and Design		2,265,162
TELIGENT CARD	75/507,789	
TELIGENT.COM	75/648,724	
TELIGENT DIGITALWAVE	75/532,402	
TELIGENTHOST		2,398,981
TELIGENT SMART DIGITAL WAVE	75/532,403	
TELLIEGENCE		2,254,685
THE SMART WAY TO COMMUNICATE		2,220,244
THE SMART WAY TO EDUCATE	75/938,569	
WDSL	75/685,708	
WIRELESS DSL	75/685,707	

GRANT OF SECURITY INTEREST  
IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of March 23, 2001, is made by Teligent, Inc., a Delaware corporation (the “Borrower”), in favor of The Chase Manhattan Bank, a New York banking corporation, as Collateral Agent (the “Collateral Agent”) for the Secured Parties referred to in the Guarantee and Collateral Agreement, dated as of July 2, 1998 (as amended, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), among the Borrower, certain of its Subsidiaries and the Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 2, 1998 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the Lenders from time to time parties thereto, Goldman Sachs Credit Partners L.P., as Syndication Agent, Toronto Dominion (Texas), Inc., as Documentation Agent, and The Chase Manhattan Bank, as Administrative Agent, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth in their respective Credit Agreement;

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its subsidiaries have executed and delivered the Guarantee and Collateral Agreement in favor of the Collateral Agent, for the benefit of the Collateral Agent and the Secured Parties;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Borrower pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the other Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement, Borrower agrees, for the benefit of the Collateral Agent and the other Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default shall assign, transfer and convey, the Trademarks listed on Schedule A hereto, to the Collateral Agent, for the benefit of the Collateral Agent and the other Secured Parties, to secure payment, performance and observance of the Obligations.

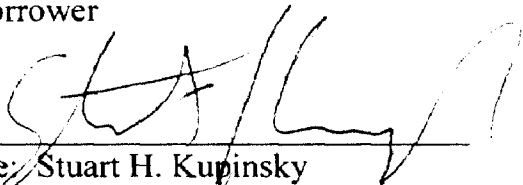
SECTION 3. Purpose. This Agreement has been executed and delivered by Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Borrower does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement, the Guarantee and Collateral Agreement and the Collateral Agency and Intercreditor Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. For the avoidance of doubt, it is understood and agreed that any assignment of any Trademark to the Collateral Agent or any other Person shall be subject to any licenses (and the rights granted therein) existing at the time of such assignment with respect to such Trademark.

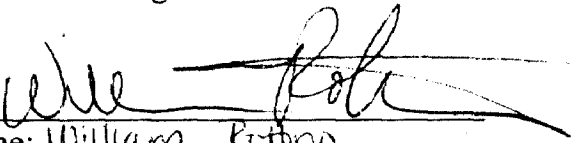
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TELIGENT, INC.  
as Borrower

By:   
Name: Stuart H. Kupinsky  
Title: Vice President/Legal & Business Affairs

THE CHASE MANHATTAN BANK,  
as Collateral Agent for the Secured Parties

By:   
Name: William Rothino  
Title: Vice President

STATE OF Virginia )  
 ) ss  
COUNTY OF Fairfax )

On the 23 day of March, 2001, before me personally came Stuart Kupinsky, who is personally known to me to be the vice president of Teligent Inc., a Delaware corporation who, being duly sworn, did depose and say that she/he is the vice president in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

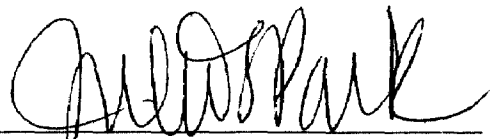
Kellymcook  
Notary Public

My commission expires: 1-31-03  
I was commissioned  
as Kellym. carpenter

(PLACE STAMP AND SEAL ABOVE)

STATE OF NY )  
COUNTY OF NY ) ss

On the 27<sup>th</sup> day of March, 2001, before me personally came William Rotino, who is personally known to me to be the vice president of The Chase Manhattan Bank, a New York banking corporation; who, being duly sworn, did depose and say that she/he is the vice president in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public  
**JULIE S. PARK**  
NOTARY PUBLIC, State of New York  
No. 01PA6033535  
Qualified in New York County  
Certificate Filed in New York County  
Commission Expires November 22, 2001  
(PLACE STAMP AND SEAL ABOVE)

# SCHEDULE A

## U.S. Trademark Registrations and Applications

### TRADEMARKS

Trademark/Service Mark	Registration/Serial No.
DYNALINE	75/229,843
E-DEALER	76/075,864
E-MAGINE	75/568,942
E•MAGINE	75/568,941
E.MAGINE	75/687,923
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E•MAGINE and DESIGN	75/863,812
INSTANT CONFERENCE (one word)	76/114365
LA FORMA INTELIGENTE DE COMUNICARSE	2,332,148
SIMPLICITY. SERVICE. SAVINGS.	75/691,370
SMARTLINE	75/229,848
SMARTWAVE	75/575,869
SMARTWAVE DSL	75/711,831
SMARTWAVE PRI	75/893,433
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