

4-26-01

04-26-2001

FORM PTO-1594  
(Rev 5-93)

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY



101688884

To the Honorable Commissioner of Patents and Trademarks. Please record the attached

1. Name of conveying party(ies):

DATA WEST CORPORATION

4.76-01

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: WASHINGTON

Other:

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

3. Nature of Conveyance:

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

Execution Date: February 6, 2001

2. Name and address of receiving party(ies):

Name: COURTLINK CORPORATION  
Address: 400 112TH AVENUE NE SUITE 250  
City: BELLEVUE State: WA Zip: 98004

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: WASHINGTON

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 [x] No

75847429

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

A. Trademark Application No.(s)

75/847,429                      75/847,428

75/847,426                      75/382,560

B. Trademark Registration No.(s)

2,356,493                      2,230,349

2,025,458

Additional numbers attached? [ ] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Erin O'Brien  
Internal Address: GRAY CARY WARE & FREIDENRICH  
400 Hamilton Avenue  
Palo Alto, California 94301

6 Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41) . . . . . \$ 190.00

[x] 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

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.

Erin O'Brien  
Name of Person Signing

*Erin O'Brien*  
Signature

April 25, 2001  
Date

Total number of pages comprising cover sheet: [ 4 ]

Mail Documents to be recorded with required cover sheet information to:  
U.S. Patent and Trademark Office, Office of Public Records  
1213 Jefferson Davis Highway, 3rd Floor  
Arlington, VA 22202

04/26/2001 GTDN11 00000367 75847429

01 FC:481  
02 FC:482

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REEL: 002280 FRAME: 0170

FIRST AMENDMENT  
TO  
LOAN DOCUMENTS

This First Amendment to Loan Documents is entered into as of February 6, 2001, by and between IMPERIAL BANK ("Bank") and COURTLINK CORPORATION, a Washington corporation ("Borrower").

RECITALS

Borrower and Bank are parties to that certain Loan and Security Agreement dated as of November 2, 1999, as amended from time to time (the "Loan Agreement"). In connection with the Loan Agreement, Borrower executed an Intellectual Property Security Agreement dated as of November 2, 1999 (collectively with the Loan Agreement, the "Loan Documents"). Each of the Loan Documents refers to Borrower as "DATA WEST CORPORATION" Borrower has changed its name as reflected in Exhibit A attached hereto, and this Amendment corrects the name of Borrower in each of the Loan Documents.

NOW, THEREFORE, the parties agree as follows:

1. All references in the Loan Documents to "DATA WEST CORPORATION" shall mean and refer to "COURTLINK CORPORATION".
2. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the Agreement, as in effect prior to the date hereof. Borrower ratifies and reaffirms the continuing effectiveness of all promissory notes, guaranties, security agreements, mortgages, deeds of trust, environmental agreements, and all other instruments, documents and agreements entered into in connection with the Agreement.
3. Borrower represents and warrants that the Representations and Warranties contained in the Agreement are true and correct as of the date of this Amendment, and that no Event of Default has occurred and is continuing.
4. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

COURTLINK CORPORATION

By: [Signature]  
Title: CFO

IMPERIAL BANK

By: [Signature]  
Title: [Signature]

Exhibit A

# STATE of WASHINGTON



## SECRETARY of STATE

I, **RALPH MUNRO**, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

### CERTIFICATE OF AMENDMENT

to

**DATA WEST CORPORATION**

a Washington Profit corporation. Articles of Amendment were filed for record in this office on the date indicated below.

Changing name to **COURTLINK CORPORATION**

UBI Number: 601 379 271

Date: September 01, 2000



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Ralph Munro, Secretary of State 12-7