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To the Honorable Commissioner of Patents and Trademarks

attached original documents or copy thereof.

1. Name of conveying party(ies):
 Williams Communications, LLC

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

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 4/23/01

2. Name and address of receiving party(ies)

Name: Bank of America, N.A., as Administrative Agent
 Internal Address: Bank of America Plaza
 Street Address: 901 Main St., 64th Floor
 City: Dallas State: TX ZIP: 75202-3748

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 patent number(s):

A. Trademark Application No.(s)
See attached Schedule I.

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
See attached Schedule I.

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

Name: Jackie Lee
 Internal Address: Access Information Services
 Street Address: 1773 Western Avenue
 City: Albany State: NY ZIP: 12203

6. Total number of applications and registrations involved: 31

7. Total fee (37 CFR 3.41).....\$ 790.00
 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

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.

Gillian R. Green
 Name of Person Signing

Gillian R. Green
 Signature

4/23/01
 Date

Total number of pages including cover sheet, attachments, and document: 11

WILLIAMS COMMUNICATIONS, LLC

U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Atlantic Vision®	1,969,527	4/23/96
Clearly Ahead®	1,962,322	3/12/96
Cycle-Sat®	1,455,634	11/24/87
Dedicated Lite®	2,321,598	2/22/00
First Video®	1,784,986	7/27/93
First Video & design®	2,283,034	10/05/99
Flex-CIR®	2,339,356	4/4/00
Global Access®	2,226,815	7/23/99
Global Shuttle®	2,352,579	5/23/00
Linking Video Services Through Fiber Optics®	1,967,472	4/9/96
National Gateway®	1,420,451	12/9/86
Pacific Vision®	2,065,588	5/27/97
Encircled "V"®	2,281,216	6/28/99
VF & design®	2,281,219	6/28/99
VenueNet®	1,977,269	5/28/96
Vidgital®	2,033,067	1/21/97
Virtual Teleport®	2,060,832	5/13/97
Vyvx®	1,595,720	5/8/90
Vyvx & design®	1,929,143	10/24/95
Vyvx®First Video®Affiliate (Canada)	748178	10/18/96
When It's Video, Vyx It®	2,392,636	10/10/00

U.S. TRADEMARK APPLICATIONS

<u>TRADEMARK</u>	<u>SERIAL NUMBER</u>	<u>APPLICATION DATE</u>
adsInView SM	76/162980	11/9/00
adsInView SM (Canada)	pending	2/13/01
AdHost SM	76/175,012	12/4/00
AdSync SM	76/054456	5/16/00
get carried away SM	75/777636	8/13/99
MediaAXess SM	76/162999	11/9/00
MediaAXess SM (Canada)	pending	2/13/01
MediaXtranet SM	76/025612	4/17/00
The Catch Server SM	76/025612	8/17/00
The Catch Server TM	76/111191	8/17/00
The Catch Server SM (Canada)	pending	11/10/00
The Only Wholesale-Only Multi-Service Network SM	76/111190	8/17/00
VyvxInView SM	76/162979	11/9/00
VyvxInView SM (Canada)	pending	pending
VyvxInView SM (Japan)	pending	pending
Vyvx MediaXtranet SM	76/025602	4/17/00

TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, Williams Communications, LLC, a Delaware limited liability company (herein referred to as the "**Lien Grantor**") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Williams Communication, LLC (the "**Borrower**"), Williams Communications Group, Inc. ("**Holdings**"), the Lenders party thereto, Bank of America, N.A., as Administrative Agent and The Chase Manhattan Bank, as syndication agent are parties to an Amended and Restated Credit Agreement dated as of September 8, 1999 (as amended from time to time, the "**Credit Agreement**"); and

WHEREAS, pursuant to (i) a Security Agreement dated as of _____, 2001 (as amended and/or supplemented from time to time, the "**Security Agreement**") among the Borrower, Holdings, the Subsidiary Loan Parties and Bank of America, N.A., as Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), and (ii) certain other Security Documents (including this Copyright Security Agreement), the Lien Grantor has secured certain of its obligations (the "**Secured Obligations**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Lien 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 (as defined in the Security Agreement) owned by the Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the

goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 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 the Lien 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 owned by the Lien Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Lien Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Trademark Collateral, however, shall not include property of the Lien Grantor of the type described in Section 3(b) of the Security Agreement.

The Lien Grantor irrevocably constitutes and appoints the 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 the Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Lien 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 by the Security Agreement or the Credit Agreement, the Lien 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 Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral 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.

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 23 day of April, 2001.

WILLIAMS COMMUNICATIONS, LLC

By: Howard S. Kalika
Name: Howard S. Kalika
Title: Vice President & Treasurer

Acknowledged:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____
Name:
Title:

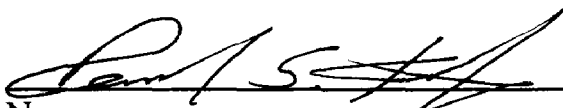
IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 23 day of April, 2001.

WILLIAMS COMMUNICATIONS, LLC

By: _____
Name:
Title:

Acknowledged:

BANK OF AMERICA, N.A.,
as Administrative Agent

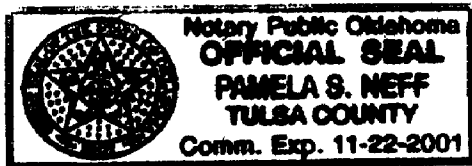
By: 
Name: Pamela S. Kurtzman
Title: Principal

STATE OF OKLAHOMA)
) ss.:
COUNTY OF TULSA)

I, Pamela S. Neff, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Howard S. Kalika, Vice President & Treasurer of Williams Communications, LLC (the "**Company**"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President & Treasurer, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 20th day of April, 2001

[Seal]



Pamela S. Neff
Signature of notary public
My Commission expires 11-22-01