

06-07-2001



05-31-2001

101742108 SHEET

U.S. Patent & TMO/TM Mail Rpt Dt: #57

TRADEMARKS ONLY

Documents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New 5-31-01
- 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
- Change of Name
- Other

Effective Date
Month Day Year
03 30 01

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
03 30 01

Name

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/AKATA

Composed of

Address (line 1)

Address (line 2)

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- Individual General Partnership Limited Partnership Association
- Corporation
- 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.)

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Area Code and Telephone Number

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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" value="See attached Schedule I"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="See attached Schedule I"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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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.

Robert H. G. Lockwood

5/30/01

Name of Person Signing

Signature

Date Signed

SCHEDULE I
to
BORROWER TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS
OWNED BY BUSINESS TELECOM, INC.

Registered Service Marks

MARK	SERIAL NUMBER	REGISTRATION ISSUED	REGISTRATION NUMBER
Academic Edge	74/626,624	September 3, 1996	1,998,782
BTI (Word) (Telecom)	75/611,437	February 13, 2001	2,427,897
BTINet (Word)	75/776,645	February 6, 2001	2,426,407
Clientele	75/037,336	February 17, 1998	2,137,742
DSLynx (Design)	75/925,992	February 20, 2001	2,429,877
Family Values	75/037,335	February 3, 1998	2,134,879
Foundations	75/037,334	February 17, 1998	2,137,741
Hospitality Suite	75/037,333	February 3, 1998	2,134,878
Market Values	75/037,332	February 3, 1998	2,134,877
Mexico Espresso	75/393,342	February 16, 1999	2,224,055
Smarter.Faster.Better	75/049,732	February 3, 1998	2,134,895
Unipass	75/224,402	December 9, 1997	2,119,936

Applications for Service Marks

MARK	INTENT FILED	SERIAL #	STATUS
BTI (Design) (Cable)	March 23, 2000	76/008,170	Pending
BTI (Design) (Telecom)	July 24, 2000	76/094,081	Pending
BTI (New Design) (Telecom)	February 23, 2001 (date mailed)	To be assigned	Pending

MARK	INTENT FILED	SERIAL #	STATUS
BTI (New Design) (Cable)	September 29, 2000	76/137,029	Pending
BTI (Word) (Cable)	December 9, 1999	75/868,346	Pending
BTI The Future of Communications	August 17, 2000	76/111,895	Pending
BTINet (Design)	September 25, 2000	76/135,109	Pending
DSLynx (Word)	February 22, 2000	75/924,791	Pending
Fastest Cat on the Net (Word)	March 24, 2000	76/009,007	Pending
Fastest Cat on the Net	December 11, 2000	76/178,374	Pending
Invoice Online (Design)	September 5, 2000	76/122,646	Pending
Invoice Online (Word)	September 5, 2000	76/120,826	Pending
Max Commerce (Design)	September 25, 2000	76/135,110	Pending
Max Commerce (Word)	September 26, 2000	76/134,793	Pending
The World Wide Wait is Over	March 24, 2000	76/009,388	Pending
US Datacom (Design)	September 25, 2001	76/135,122	Pending
US Datacom (Word)	January 27, 1998	75/424,220	Pending

BORROWER TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 30, 2001, by BUSINESS TELECOM, INC., a North Carolina corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among Grantor, the other Persons signatory thereto as Credit Parties, Agent and certain other Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make a certain Loan to Grantor;

WHEREAS, Agent and Lenders are willing to make the Loan as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement and Annex A thereto.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of the Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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.

SIGNATURE PAGE FOLLOWS

