

Form PTO-1594 (Rev. 03/01)
 OMB No. 0651-0027 (exp. 5/31/2002)
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**RECORDATION FORM COVER SHEET
 TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE
 U.S. Patent and Trademark Office

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

<p>1. Name of conveying party(ies):</p> <p>Agrafix Corporation</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: Toronto Dominion (Texas), Inc.</p> <p>Internal Address: _____ 909 Fannin, Suite 1700</p> <p>Street Address: _____</p> <p>City: Houston State: TX Zip: 77010</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State Delaware <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small></p>
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<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other Pledge Supplement</p> <p>Execution Date: September 17, 2001</p>	
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<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) 75805494 75805498</p>	<p>B. Trademark Registration No.(s)</p> <p>_____</p>
Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Diane Kasselman</p> <p>Internal Address: Skadden, Arps, Slate Meagher & Flom LLP</p> <p>Street Address: Four Times Square 10036 City: New York State: NY Zip: 6522</p>	<p>6. Total number of applications and registrations involved: 2</p> <p>7. Total fee (37 CFR 3.41).....\$ 65.00</p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: 19-2385 [Our Ref: 244130/411]</p> <p><small>(Attach duplicate copy of this page if paying by deposit account)</small></p>
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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.

Diane Kasselman _____ **9-26-01**

Name of Person Signing Signature Date

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

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

PLEDGE SUPPLEMENT

This PLEDGE SUPPLEMENT is delivered pursuant to the Pledge and Security Agreement, dated as of February 15, 2000 (as it may be from time to time amended, modified or supplemented, the "Security Agreement"), among Allegiance Telecom, Inc. and Allegiance Telecom Company Worldwide, as Grantors thereunder and hereunder, the other Grantors named therein, and Toronto Dominion (Texas), Inc., as Secured Party. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement.

Subject to the terms and conditions of the Security Agreement, each Grantor hereby notifies to Secured Party of such Grantor's right, title and interest in and to the assets listed on Supplemental Schedule 1 attached hereto (the "Additional Collateral"), in which assets a security interest has been granted pursuant to Section 1 of the Security Agreement, in each case whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located. The Additional Collateral shall be deemed to be part of the Collateral and hereafter subject to each of the terms and conditions of the Security Agreement.

IN WITNESS WHEREOF, each Grantor has caused this Pledge Supplement to be duly executed and delivered by its duly authorized officer as of September 17, 2001.

GRANTORS:

- ALLEGIANCE TELECOM COMPANY WORLDWIDE**
- INTERNET ALLEGIANCE, INC.**
- INTERACCESS CO.**
- ADGRAFIX CORPORATION**
- COAST TO COAST TELECOMMUNICATIONS, INC.**
- HOSTING.COM, INC.**
- JUMP.NET, INC.**
- VIRTUALIS SYSTEMS, INC.**

By: 
 Mark B. Tresnowski, its Senior Vice President and Secretary

Supplemental Schedule IPLEDGED STOCK

Subject to the terms and conditions of the Security Agreement, Allegiance Telecom Company Worldwide hereby grants to Secured Party a security interest in all of its right, title and interest in and to the following shares of capital stock:

Stock Issuer	Class of Stock	Stock Cert. No.	Par Value	Stock Certificate	Percentage of Outstanding Pledged Stock Pledged
Allegiance Telecom Purchasing Company	Common Stock	No. 1	\$.01	One share	100%
Allegiance Telecom of Georgia, Inc.	Common Stock	No. 3	\$.01	One share	100%
Allegiance Telecom of Minnesota, Inc.	Common Stock	No. 1	\$.01	One share	100%
Allegiance Telecom of Nevada, Inc.	Common Stock	No. 1	\$.01	One share	100%
Allegiance Telecom of New Jersey, Inc.	Common Stock	No. 2	\$.01	One share	100%
Allegiance Telecom of Oklahoma, Inc.	Common Stock	No. 1	\$.01	One share	100%
Allegiance Telecom of Oregon, Inc.	Common Stock	No. 1	\$.01	One share	100%
Allegiance Telecom of Pennsylvania, Inc.	Common Stock	No. 3	\$.01	One share	100%
Allegiance Telecom of Wisconsin, Inc.	Common Stock	No. 1	\$.01	One share	100%

Subject to the terms and conditions of the Security Agreement, Internet Allegiance, Inc. hereby grants to Secured Party a security interest in all of its right, title and interest in and to the following shares of capital stock:

Stock Issuer	Class of Stock	Stock Cert. No.	Par Value	Stock Certificate	Percentage of Outstanding Pledged Stock Pledged
Adgrafix Corporation	Common Stock	No. 3	\$.01	One share	100%
Coast to Coast Telecommunications, Inc.	Common Stock	No. 3	\$.01	One share	100%
CTSnet, Inc.	Common Stock	No. 1	\$.01	One share	100%
Hosting.com, Inc.	Common Stock	No. 3	\$.01	One share	100%
InterAccess Co.	Common Stock	No. 2	\$.01	One share	100%

Internet ALGX of California, Inc.	Common Stock	No. 2	\$.01	100 shares	100%
Jump.Net, Inc.	Common Stock	No. 2	\$.01	One share	100%
Virtualis Systems, Inc.	Common Stock	No. CS-31	\$.01	One share	100%

Subject to the terms and conditions of the Security Agreement, InterAccess Co. hereby grants to Secured Party a security interest in all of its right, title and interest in an to the following shares of capital stock:

Stock Issuer	Class of Stock	Stock Cert. No.	Par Value	Stock Certificate	Percentage of Outstanding Pledged Stock Pledged
InterAccess Telecommunications Co.	Common Stock	No. 2	None	100 shares	100%

PLEDGED INTERCOMPANY NOTES

- Intercompany Demand Promissory Noted, dated December 31, 2000, issued by Allegiance Telecom of Arizona, Inc. and payable to the order of Allegiance Telecom Company Worldwide in the amount of \$14,840,402.12
- Intercompany Demand Promissory Noted, dated December 31, 2000, issued by Allegiance Telecom of California, Inc. and payable to the order of Allegiance Telecom Company Worldwide in the amount of \$195,712,304.09
- Intercompany Demand Promissory Noted, dated December 31, 2000, issued by Allegiance Telecom of Colorado, Inc. and payable to the order of Allegiance Telecom Company Worldwide in the amount of \$24,199,596.21
- Intercompany Demand Promissory Noted, dated December 31, 2000, issued by Allegiance Telecom of The District of Columbia, Inc. and payable to the order of Allegiance Telecom Company Worldwide in the amount of \$37,762,786.02
- Intercompany Demand Promissory Noted, dated December 31, 2000, issued by Allegiance Telecom of Florida, Inc. and payable to the order of Allegiance Telecom Company Worldwide in the amount of \$28,453,269.96
- Intercompany Demand Promissory Noted, dated December 31, 2000, issued by Allegiance Telecom of Georgia, Inc. and payable to the order of Allegiance Telecom Company Worldwide in the amount of \$54,596,271.30
- Intercompany Demand Promissory Noted, dated December 31, 2000, issued by Allegiance Telecom of Illinois, Inc. and payable to the order of Allegiance Telecom Company Worldwide in the amount of \$65,880,185.52
- Intercompany Demand Promissory Noted, dated December 31, 2000, issued by Allegiance Telecom of Indiana, Inc. and payable to the order of Allegiance Telecom Company Worldwide in the amount of \$3,382,959.86
- Intercompany Demand Promissory Noted, dated December 31, 2000, issued by Allegiance Telecom of Maryland, Inc. and payable to the order of Allegiance Telecom Company Worldwide in the amount of \$29,876,731.28
- Intercompany Demand Promissory Noted, dated December 31, 2000, issued by Allegiance Telecom of Massachusetts, Inc. and payable to the order of Allegiance Telecom Company Worldwide in the amount of \$39,354,465.52
- Intercompany Demand Promissory Noted, dated December 31, 2000, issued by Allegiance Telecom of Michigan, Inc. and payable to the order of Allegiance Telecom Company Worldwide in the amount of \$24,403,868.62
- Intercompany Demand Promissory Noted, dated December 31, 2000, issued by Allegiance Telecom of Minnesota, Inc. and payable to the order of Allegiance Telecom Company Worldwide in the amount of \$12,783,564.58

- Intercompany Demand Promissory Note, dated December 31, 2000, issued by Allegiance Telecom of Missouri, Inc. and payable to the order of Allegiance Telecom Company Worldwide in the amount of \$22,724,722.07
- Intercompany Demand Promissory Note, dated December 31, 2000, issued by Allegiance Telecom of New Jersey, Inc. and payable to the order of Allegiance Telecom Company Worldwide in the amount of \$32,082,490.94
- Intercompany Demand Promissory Note, dated December 31, 2000, issued by Allegiance Telecom of New York, Inc. and payable to the order of Allegiance Telecom Company Worldwide in the amount of \$117,207,650.46
- Intercompany Demand Promissory Note, dated December 31, 2000, issued by Allegiance Telecom of Ohio, Inc. and payable to the order of Allegiance Telecom Company Worldwide in the amount of \$19,807,182.87
- Intercompany Demand Promissory Note, dated August 31, 2001, issued by Allegiance Telecom of Oregon, Inc. and payable to the order of Allegiance Telecom Company Worldwide in the amount of \$12,778,658
- Intercompany Demand Promissory Note, dated December 31, 2000, issued by Allegiance Telecom of Pennsylvania, Inc. and payable to the order of Allegiance Telecom Company Worldwide in the amount of \$44,720,902.74
- Intercompany Demand Promissory Note, dated December 31, 2000, issued by Allegiance Telecom of Texas, Inc. and payable to the order of Allegiance Telecom Company Worldwide in the amount of \$115,690,957.38
- Intercompany Demand Promissory Note, dated December 31, 2000, issued by Allegiance Telecom of Virginia, Inc. and payable to the order of Allegiance Telecom Company Worldwide in the amount of \$1,953,650.08
- Intercompany Demand Promissory Note, dated December 31, 2000, issued by Allegiance Telecom of Washington, Inc. and payable to the order of Allegiance Telecom Company Worldwide in the amount of \$22,292,048.93
- Intercompany Demand Promissory Note, dated December 31, 2000, issued by Allegiance Telecom Service Corporation and payable to the order of Allegiance Telecom Company Worldwide in the amount of \$287,496,622.74
- Intercompany Demand Promissory Note, dated December 31, 2000, issued by Internet Allegiance, Inc. and payable to the order of Allegiance Telecom Company Worldwide in the amount of \$96,788,914.20
- Intercompany Demand Promissory Note, dated August 31, 2001, issued by Kivex, Inc. and payable to the order of Allegiance Telecom Company Worldwide in the amount of \$11,622,784
- Intercompany Demand Promissory Note, dated August 31, 2001, issued by Adgrafix Corporation and payable to the order of Allegiance Telecom Company Worldwide in the amount of \$62,384

- Intercompany Demand Promissory Noted, dated August 31, 2001, issued by Hosting.com, Inc. and payable to the order of Allegiance Telecom Company Worldwide in the amount of \$7,495,520
- Intercompany Demand Promissory Noted, dated August 31, 2001, issued by Jump.Net, Inc. and payable to the order of Allegiance Telecom Company Worldwide in the amount of \$3,713,677
- Intercompany Demand Promissory Noted, dated August 31, 2001, issued by CTSnet, Inc. and payable to the order of Allegiance Telecom Company Worldwide in the amount of \$7,650,670
- Intercompany Demand Promissory Noted, dated August 31, 2001, issued by Virtualis Systems, Inc. and payable to the order of Allegiance Telecom Company Worldwide in the amount of \$4,790,209
- Intercompany Demand Promissory Noted, dated August 31, 2001, issued by InterAccess Co. and payable to the order of Allegiance Telecom Company Worldwide in the amount of \$7,466,334
- Intercompany Demand Promissory Noted, dated August 31, 2001, issued by Internet ALGX of California, Inc. and payable to the order of Allegiance Telecom Company Worldwide in the amount of \$2,396,996
- Intercompany Demand Promissory Noted, dated August 31, 2001, issued by ConnectNet, Inc. and payable to the order of Allegiance Telecom Company Worldwide in the amount of \$1,780,782

INTELLECTUAL PROPERTY

REGISTERED TRADEMARKS AND SERVICE MARKS

<i>Name of Legal Entity</i>	<i>Details</i>
Adgrafix Corporation	"Adgrafix," serial number 75/805494 filed on 10/15/1991; response to USPTO Office Action No. 2 filed 2/02/01
	"Web Site Manager," serial number 75/805498 filed on 10/15/99; Adgrafix in process of preparing a response to USPTO Office Action No. 2
Coast to Coast Telecommunications, Inc.	"It couldn't be simpler" International Class: Registration No: 2,188,295 Registration Date: September 8, 1998
	"Semi-Circle with Curved Arrow Logo" International Class: Registration No: 2,201,047 Registration Date: November 3, 1998
	"Coast to Coast" International Class: Registration No: 2,254,529 Registration Date: June 15, 1999
Hosting.com, Inc.	"BUSINESSSPEED" Registration No. 2,417,217 Date of Registration: January 2, 2001
	"BUSINESSSPEED" Registration No. 2,417,216 Date of Registration: January 2, 2001
InterAccess Co.	"INTERACCESS" Registration No. 2,327,714 International Class 38 and 42 Date of Registration: March 14, 2000 ** Also, state registrations in Illinois (August 15, 1995), Michigan (February 20, 1996) and Indiana (August 21, 1995)
	"WEB GOLD" Registration No. 2,287,182 International Class 42 Date of Registration: October 19, 1999
	"WEB PLATINUM" Registration No. 2,308,366 International Class 42 Date of Registration: January 18, 2000
Jump.Net, Inc.	ARE YOU BANDWIDTH IMPAIRED? Reg No. 2,332,557 International Class 38 Date of Registration: March 21, 2000

Name of Legal Entity	Details
	"JUMP POINT" Registration No. 2,305,617 International Class 38 Date of Registration: January 4, 2000
	"JUMP.NET" Registration No. 2,328,796 International Class 38 Date of Registration: March 14, 2000
Virtualis Systems, Inc.	"VIRTUALIS" Registration No. 2,428,480 International Class 42 Date of Registration: February 13, 2001
	Flying Elephant logo with name "Virtualis" underneath Registration No. 2,428,407 International Class 42 Date of Registration: February 13, 2001
	"Impossibly Easy" Registration No. 2,435,186 International Class 42 Date of Registration: March 13, 2001

TRADEMARK APPLICATIONS

<i>Name of Legal Entity</i>	<i>Details</i>
Hosting.com, Inc.	"BUSINESSBACKUP" International Class: 39, 42 Date filed: February 25, 2000 Serial No. 75-929,372
	"INTERNET@BUSINESSSPEED" International Class: 42 Date filed: August 17, 1999 Serial No. 75-777,497
	"INTERNET@BUSINESSSPEED" International Class: 38 Date filed: August 17, 1999 Serial No. 75-777,950
	"MXP" International Class: 42 Date filed: August 17, 1999 Serial No. 75-777,863
	"HARVARDNET" International Class: 38 Date Filed: April 30, 1999 Serial No. 75-696,492
	"HARVARDNET" International Class: 42 Date filed: April 30, 1999 Serial No. 75-694,346

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<i>Name of Legal Entity</i>	<i>Details</i>
InterAccess Co.	"XDNS" (text of computer program) Registration No. Txu 753-429 Registration Date: August 19, 1996
Jump.Net, Inc.	"Web Page Design" for Jump.Net Registration No. VAu 485-590 Registration Date: February 22, 2000
	"Suffering Bandwidth Entity? Graphics Design " Registration No. VAu 486-687 Registration Date: February 22, 2000