

10-11-2001



101870604

2 SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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

1. Name of conveying party(ies):

CAIS, Inc.

9-28-01

- Individual(s)
- General Partnership
- Corporation - State of Virginia
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: July 3, 2001

2. Name and address of receiving party(ies)

Name: Nortel Networks Inc.

Internal Address: GMS 991 15 A40

09-28-2001

Street Address: 2221 Lakeside Blvd.

U.S. Patent & TMO Form TM Mail Rpt D1 151

City: Richardson

State Texas

ZIP: 75082-4399

- Individual(s) citizenship United States of America
- Association
- General Partnership
- Limited Partnership
- Corporation - Delaware
- Other

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

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

A. Trademark Application No.(s)

76/232,323
75/911,586

B. Trademark registration No.(s)

2,146,726	2,425,128	2,213,645
2,225,877	2,225,869	2,319,444
2,236,438	2,447,177	2,172,253
2,335,977	2,106,054	

Additional numbers attached? Yes No

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

Name: Andre M. Szuwalski
Jenkins & Gilchrist, P.C.
Internal Address: _____

Street Address: 1445 Ross Avenue, Ste. 3200

City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41):

\$ 340.00

Enclosed \$340.00

Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number:

10-0447

(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.

Andre M. Szuwalski
Name of Person Signing

Signature

9/17/01
Date

10/10/2001 DBYRNE 00000044 76232323

01 FC:481

40.00 DP
300.00 DP

Total number of pages comprising cover sheet: 1

TRADEMARK SECURITY AGREEMENT
(CAIS, INC.)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between CAIS, INC., a Virginia Corporation ("Debtor"), and NORTEL NETWORKS INC., a Delaware corporation ("Secured Party"), acting in its capacity as Administrative Agent pursuant to that certain Credit Agreement dated as of June 4, 1999 (as the same has been amended and may be amended, modified, supplemented, renewed, extended or restated from time to time, the "Credit Agreement") among Debtor, the Secured Party and each of the Lenders party thereto.

R E C I T A L S:

A. Debtor and the Secured Party have entered into that certain Amended and Restated Pledge and Security Agreement, dated as of July 3, 2001 (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Pursuant to the terms of the Security Agreement, the Debtor has granted to the Secured Party a lien and security interest in all General Intangibles of the Debtor, including, without limitation, all of the Debtor's right, title, and interest in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by the Debtor's Trademarks, and Trademark Licenses, and all products and Proceeds thereof, to secure the payment of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants to the Secured Party a lien and continuing security interest in all of the Debtor'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 presently existing or hereafter created or acquired:

(1) each Trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present or future (a) infringement, dilution or breach of any Trademark, Trademark Registration, Trademark Application and Trademark License, including, without limitation, any Trademark, Trademark Registration and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in

Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Security Agreement.

The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests 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.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 3 day of July, 2001.

DEBTOR:

CAIS, INC.

By: Andrew P. Hines
Name: Andrew P. Hines
Title: Chief Financial Officer

SECURED PARTY:

NORTEL NETWORKS INC.,
as Administrative Agent

By: _____
Name: _____
Title: _____

Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Security Agreement.

The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests 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.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 3 day of July, 2001.


DEBTOR:

CAIS, INC.

By: _____
Name: _____
Title: _____

SECURED PARTY:

NORTEL NETWORKS INC.,
as Administrative Agent

By:  _____
Name: **Paul D. Day**
Title: **VP. Customer Finance**

ACKNOWLEDGMENT

STATE OF Virginia)
COUNTY OF Arlington)

This instrument was acknowledged before me this 2nd day of August, 2001, by Andrew P. Hines, as CEO of CAIS, Inc., a Virginia corporation, on behalf of such Debtor.

{Seal}

Sherril N. Wend
Notary Public in and for the State of Virginia

My commission expires: 12-31-03

STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by _____, as _____ of Nortel Networks Inc., a Delaware corporation, on behalf of such corporation.

{Seal}

Notary Public in and for the State of _____

My commission expires: _____

ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by _____, as _____ of CAIS, Inc., a Virginia corporation, on behalf of such _____.

{Seal}

Notary Public in and for the State of _____

My commission expires: _____

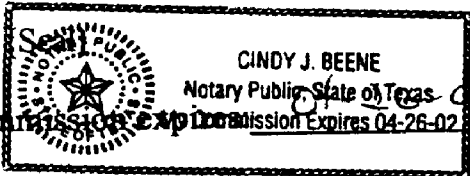
STATE OF Texas)

COUNTY OF Dallas)

This instrument was acknowledged before me this 7 day of Aug, 2001, by Paul Day, as VP, CF of Nortel Networks Inc., a Delaware corporation, on behalf of such corporation.

Cindy J. Beene

Notary Public in and for the State of _____



My commission expires: _____

Schedule 1
to
Trademark Security Agreement

See Attached.

SAEGIS. CUSTOM REPORT

JACOBSON HOLMAN
 PLLC
 EXHIBIT
 A

Search Criteria:

TRADEMARKSCAN®
 Database(s) = U.S. Federal, U.S. State
 Trademark = ARDENT
 International Class(es) = 9 or 38
 User = JOHN HOLMAN

Viewed: Tue Jul 17 20:17:06 GMT 2001

Search Strategy

1 (Exact Mark ARDENT) AND (CLASSES = 9 or 38)	3
2 (Word Crossing ARDENT) AND (CLASSES = 9 or 38)	2
3 Exact Mark ARDENT AND (CLASSES = 9 or 38)	0
4 Word Crossing ARDENT AND (CLASSES = 9 or 38)	0
5 Prefix Crossing ARDENT AND (CLASSES = 9 or 38)	0
6 (Midword ARDENT) AND (CLASSES = 9 or 38)	4
7 Prefix Crossing ARD Suffix Crossing ENT [0 Char/Word Prox, L-R] AND (CLASSES = 9 or 38)	0
8 Midword ARD Midword ENT [0 Char/Word Prox, L-R] AND (CLASSES = 9 or 38)	26
9 (Prefix Crossing ARDEN) AND (CLASSES = 9 or 38)	3
10 (Prefix Crossing ARDE) AND (CLASSES = 9 or 38)	10
11 (Prefix Crossing ARD Suffix Crossing T [0 Char/Word Prox, L-R]) AND (CLASSES = 9 or 38)	1
12 (Suffix Crossing RDENT) AND (CLASSES = 9 or 38)	6
13 (Midword RDENT) AND (CLASSES = 9 or 38)	0
14 (Suffix Crossing DENT) AND (CLASSES = 9 or 38)	273

Citations

1. **ARDENT COMMUNICATIONS**
 PENDING
 Class: 38 42
 (INT. CL. 38) PROVIDING TELECOMMUN..
 CAIS, INC.
 U.S. Federal
2. **ARDENT COMMUNICATIONS**
 PENDING
 Class: 38 42
 (INT. CL. 38) PROVIDING TELECOMMUN..
 CAIS, INC.
 U.S. Federal

Full Text For Citations

http://www.saegis.com/svc/search/Reporting/custom_report

07/17/2001

TRADEMARK
 REEL: 002380 FRAME: 0491

ARDENT COMMUNICATIONS

TM 302

TRADEMARKSCAN®—U.S. Federal

Serial Number: 76261583

Status: PENDING
INTENT TO USEUSPTO Status: (630) NEW APPLICATION - RECORD INITIALIZED NOT ASSIGNED TO EXAMINER
USPTO Status Date: May 25, 2001

Filed: May 23, 2001

Goods/Services:

(INT. CL. 38) PROVIDING TELECOMMUNICATIONS CONNECTIONS TO A GLOBAL COMPUTER NETWORK, AND PROVIDING MULTIPLE-USER ACCESS TO A GLOBAL COMPUTER INFORMATION NETWORK

(INT. CL. 42) COMPUTER SERVICES, NAMELY, PROVIDING SEARCH ENGINES FOR OBTAINING DATA ON A GLOBAL COMPUTER NETWORK, AND HOSTING THE WEBSITES OF OTHERS ON A COMPUTER SERVER FOR A GLOBAL COMPUTER NETWORK,

International Class(es)

38 (Communication)

42 (Miscellaneous Service Marks)

Applicant:CAIS, INC.
VIRGINIA CORPORATION
1255 22ND STREET, N.W.
40TH FLOOR
WASHINGTON, DISTRICT OF COLUMBIA 20037**Filing Attorney:** ELISABETH A. EVERT, ESQ.**Reference Number:** 19256/TBA-2**Filing Correspondent:**ELISABETH A. EVERT, ESQ.
SIDLEY AUSTIN BROWN & WOOD
717 N HARWOOD ST STE 3400
DALLAS TX 75201-6538**Design Codes:**

999999 NO CODES

**ARDENT COMMUNICATIONS**http://www.saegis.com/svc/search/Reporting/custom_report

07/17/200

TRADEMARK
REEL: 002380 FRAME: 0492

TRADEMARKSCAN®--U.S. Federal

Serial Number: 76261642

Status: PENDING
INTENT TO USE

USPTO Status: (630) NEW APPLICATION - RECORD INITIALIZED NOT ASSIGNED TO EXAMINER

USPTO Status Date: May 25, 2001

Filed: May 23, 2001

Goods/Services:

(INT. CL. 38) PROVIDING TELECOMMUNICATIONS CONNECTIONS TO A GLOBAL COMPUTER NETWORK, AND PROVIDING MULTIPLE-USER ACCESS TO A GLOBAL COMPUTER INFORMATION NETWORK

(INT. CL. 42) COMPUTER SERVICES, NAMELY, PROVIDING SEARCH ENGINES FOR OBTAINING DATA ON A GLOBAL COMPUTER NETWORK, AND HOSTING THE WEBSITES OF OTHERS ON A COMPUTER SERVER FOR A GLOBAL COMPUTER NETWORK

International Class(es)

38 (Communication)

42 (Miscellaneous Service Marks)

Applicant:

CAIS, INC.

VIRGINIA CORPORATION

1255 22ND STREET, N.W., 4TH FLOOR

WASHINGTON, DISTRICT OF COLUMBIA 20037

Filing Attorney: ELISABETH A. EVERT

Reference Number: 19256/TBA-1

Filing Correspondent:

ELISABETH A. EVERT

SIDLEY AUSTIN BROWN & WOOD

717 N HARWOOD ST STE 3400

DALLAS TX 75201-6538



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Viewed: Tue Jul 17 20:17:08 GMT 2001

CAIS, INC.

Trademark Report by Mark

Printed: 07/16/2001

Page 1

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
C CONVENTION SERVICES GROUP							
UNITED STATES	T32182US0	03/29/2001	76/232,323			PENDING	35
C SITEFLEX							
UNITED STATES	T32174US0	03/05/2001	76/219,684			PENDING	09
CAIS							
UNITED STATES	T27256US0	07/16/1996	75/135,174	07/14/1998	2,172,253	REGISTERED	042
CAIS INTERNET							
CANADA	T30304CA0	04/13/1999	1011820			PENDING	42
MEXICO	T30304MX0	08/31/1999	389167			PENDING	42
UNITED STATES	T30304US0	03/15/1999	75/657,458	02/15/2000	2,319,444	REGISTERED	38,42
CAIS INTERNET & DESIGN							
UNITED STATES	T27257US0	07/03/1996	75/129,660	12/29/1998	2,213,645	REGISTERED	42
UNITED STATES	T31293US0	02/03/2000	75/911,586			PENDING	38
CAPITAL AREA INTERNET SERVICE							
UNITED STATES	T27255US0	07/16/1996	75/135,176	10/14/1997	2,106,054	REGISTERED	042
DESKJACK							
CANADA	T30279CA0	04/13/1999	1011821			PENDING	09
MEXICO	T30279MX0	08/31/1999	389175	09/30/1999	627596	REGISTERED	09
UNITED STATES	T30279US0	03/04/1999	75/653,780	04/24/2001	2,447,177	REGISTERED	09
INTERNET SERVICE FOR THE 21ST CENTURY							
UNITED STATES	T26515US0	01/23/1998	75/422,964	02/23/1999	2,225,869	REGISTERED	38
LANJACK							
CANADA	T26371CA0	04/13/1999	1011822			ABANDONED	09
MEXICO	T26371MX0	08/16/1999	387130	09/22/1999	624201	REGISTERED	09
UNITED STATES	T26371US0	11/13/1997	75/389,573			ABANDONED	09
MAKE SURE YOUR HOTEL LETS YOU DO BUSINESS.							
UNITED STATES	T31215US0	01/21/2000	75/900,693	01/30/2001	2,425,128	REGISTERED	38
MEET JACK							
UNITED STATES	T30404US0	05/21/1999	75/711,805	03/28/2000	2,335,977	REGISTERED	38
OVERVOICE							
CANADA	T25933CA0	04/13/1999	1011823			PENDING	09,42
MEXICO	T25933MX0	08/16/1999	387131	09/22/1999	624202	REGISTERED	09,42
MEXICO	T25933MX1	08/16/1999	387129	09/22/1999	624200	REGISTERED	38

TRADEMARK
REEL: 002380 FRAME: 0494

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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OVERVOICE continued

UNITED STATES	T25933US0	05/27/1997	75/298,311	04/06/1999	2,236,438	REGISTERED	09,38
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THE RISK-FREE REVOLUTION

UNITED STATES	T30560US0	09/01/1999	75/789,459			ABANDONED	42
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THE WAIT IS OVER

UNITED STATES	T26514US0	01/23/1998	75/423,436	02/23/1999	2,225,877	REGISTERED	38
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WHERE THE CLUEFUL CONNECT

UNITED STATES	T27258US0	07/03/1996	75/129,659	03/24/1998	2,146,726	REGISTERED	042
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END OF REPORT

TOTAL ITEMS SELECTED = 25