

10-24-2001



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

101884532

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

Tab settings

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

1. Name of conveying party(ies): Net Impact Communications, Inc. Association. OCT 18 2001 stamp.

2. Name and address of receiving party(ies): Name: Lucent Technologies Inc. Address: 600 Mountain Avenue, Murray Hill, NJ 07974. Corporation-State Delaware.

3. Nature of conveyance: Other Grant of Trademark Security Interest. Execution Date: 10/4/01.

4. Application number(s) or registration number(s): A. Trademark Application No.(s) none. B. Trademark Registration No.(s) 75/945290, 75/945298.

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Maria J. Reilly, Esq. Internal Address: O'Melveny & Myers LLP. Street Address: 153 East 53rd Street. City: New York State: NY Zip: 10022.

6. Total number of applications and registrations involved: 2. 7. Total fee (37 CFR 3.41): \$ 65.00. Enclosed.

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. Richard Feldman Signature Date 10-17-01

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

10/23/2001 6TOM11 00000182 75945290

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

01 FC:481 02 FC:482

40.00 25.00

TRADEMARK REEL: 002387 FRAME: 0709

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, **BROADSTREET COMMUNICATIONS, INC.**, a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, **BROADSTREET COMMUNICATIONS, INC.**, a Delaware corporation ("**Company**"), has executed that certain Convertible Senior Secured Subordinated Note (the "**Subordinated Note**") dated as of the date hereof in favor of **LUCENT TECHNOLOGIES, INC.** ("**Secured Party**"); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the "**Trademark Registrations**"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the "**Trademark Rights**"), and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith (the "**Associated Goodwill**"); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to

any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party 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.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 4th day of October, 2001.

BROADSTREET COMMUNICATIONS, INC.

By: Phillip M. Fraga
Name: Phillip M. Fraga
Title: Senior Vice President, General Counsel and Secretary

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Trademark Name</u>	<u>Registered Owner</u>	<u>United States Trademark Description</u>	<u>Registration Number</u>	<u>Filing Date</u>
BROADSTREET	BroadStreet Communications, Inc.	Telecommunications services, namely: electronic transmission of voice, data, video and messages; CLEC (competitive local exchange carrier) telephone services; IP telephony services on a global computer network; providing access to a global computer network; voice and video conferencing services.	75-945290	2-24-2000
BROADSTREET COMMUNICATIONS	BroadStreet Communications, Inc.	Telecommunications services, namely: electronic transmission of voice, data, video and messages; CLEC (competitive local exchange carrier) telephone services; IP telephony services on a global computer network; providing access to a global computer network; voice and video conferencing services.	75-945298	2-24-2000