

FORM PTO-1594  
(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Atty Docket No. G2370.263663

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

1. Name of conveying party(ies):

**ILD Telecommunications, Inc. (f/k/a/ ILD Teleservices, Inc.)**

- Individuals(s)
- General Partnership
- Corporation-State - Delaware
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) attached  Yes  No

3. Nature of conveyance:

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

Execution Date: October 8, 2001

2. Name and address of receiving party(ies)

Name: **General Electric Capital Corporation**

Internal Address:

Street Address: **2325 Lakeview Parkway**

City: **Alpharetta**

State: **GA** Zip: **30004-1976**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No N/A

Additional names(s) & address(es) attached?  Yes  No

4. Application numbers(s) or patent numbers(s):

A. Trademark Application No.(s)  
78/071,485; 78/072,817; 75/828,802

B. Trademark Registration No.(s)  
2,321,543; 2,266,830;

Additional numbers attached?  Yes  No

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

Name: William H. Brewster

Internal Address: Kilpatrick Stockton

Suite 2800

Street Address: 1100 Peachtree Street

City: Atlanta State: GA Zip: 30309

6. Total number of applications and registrations involved

7. Total fee (37 CFR 3.41).....\$ 140.00

Enclosed

Authorized to be charged to deposit account

The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.

8. Deposit account number:

11-0860

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.

**Valetta A. Northcutt**  
Name of Person Signing

*Valetta Northcutt*  
Signature

2/6/02  
Date

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

## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of October 8, 2001, by **ILD TELECOMMUNICATIONS, INC.**, a Delaware corporation (f/k/a ILD Teleservices, Inc.) ("**Grantor**"), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, in its capacity as Agent for the lending parties from time to time to the Credit Agreement described below ("**Agent**").

### W I T N E S S E T H:

**WHEREAS**, pursuant to that certain Credit Agreement dated as of October 8, 2001, by and among Grantor, Intellicall Operator Services, Inc. ("**Intellicall**"), Agent and the 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 the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and Intellicall;

**WHEREAS**, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and Intellicall 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 **Annex A** thereto in the Credit Agreement.

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 its Trademarks and Trademark Licenses to which it is a party including those referred to in **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,

provided, however, that this Agreement will not relate to or affect any of Grantor's trademark or service mark applications based on intent-to-use the marks until after such time as an Amendment to Allege Use or Statement of Use is filed and accepted by the Patent and Trademark Office and the marks are actually used in commerce.

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]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ILD TELECOMMUNICATIONS, INC.

By: [Signature]  
Name: H. Edward Brooks, Jr.  
Title: Executive Vice President and Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By: \_\_\_\_\_  
Name: Kenneth M. Gacevich  
Title: Duly Authorized Signatory

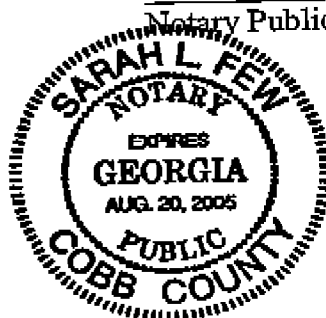
ACKNOWLEDGMENT OF GRANTOR

STATE OF Georgia )  
  ) ss.  
COUNTY OF Fulton )

On this 17<sup>th</sup> day of October, 2001, before me personally appeared H. Edward Brooks, Jr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ILD Telecommunications, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]  
\_\_\_\_\_  
Notary Public

[SEAL]





SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
1. Dino-Mite	75650258	February 26, 1999	2321543	February 22, 2000	United States of America
2. Call 'N Carry	75476156	April 28, 1998	2266830	August 3, 1999	United States of America
3. Talk 'N Cheap	75828802	October 21, 1999	Unavailable	Unavailable	Unavailable
4. 800-Roll-Call	78072817	July 8, 2001	Unavailable	Unavailable	Unavailable
5. 800MEETALL	78071485	June 28, 2001	Unavailable	Unavailable	Unavailable