

4/10/02

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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04-10-2002

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

To the Honorable Commissioner of Pa

102039881

See below for the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

LDMI Telecommunications, Inc.

Ideal Technology Solutions U.S., Inc.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State (Michigan)  
☐ Other \_\_\_\_\_

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

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Assignment of Security Interest

Execution Date: 3/19/02

## 2. Name and address of receiving party(ies)

Name: CapitalSource Finance LLC

Internal

Address: \_\_\_\_\_

Street Address: 4445 Willard Avenue, 12th Fl

City: Chevy Chase State: MD Zip: 20815

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☐ Corporation-State \_\_\_\_\_  
☒ Other Limited Liability Company (Delaware)

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No(Designations 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) 76/252,098

B. Trademark Registration No.(s) 2,377,075

Additional number(s) attached ☒ Yes ☐ No

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

Name: Paul Breme

Internal Address: \_\_\_\_\_

04/11/2002 6TON11 00000069 76252098

01 FC:481 40.00 DP  
 02 FC:482 250.00 DP  
 03 FC:484 120.00 DP

Street Address: CapitalSource Finance LLC

4445 Willard Avenue, 12th Floor

City: Chevy Chase State: MD Zip: 20815

## 6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41).....\$ 360.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

## 9. Signature.

Paul Breme

Name of Person Signing

Paul Breme

Signature

3/25/02

Date

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

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

TRADEMARK  
 REEL: 002444 FRAME: 0806

**4.A. Trademark Application No.(s)**

76/372,671 (LDMI Telecommunications, Inc.)

75/817,361 (LDMI Telecommunications, Inc.)

76/046,994 (Ideal Technology Solutions U.S., Inc.)

76/046,995 (Ideal Technology Solutions U.S., Inc.)

76/048/679 (Ideal Technology Solutions U.S., Inc.)

#### **4.B. Additional Registration Numbers**

2,454,479 (LDMI Telecommunications, Inc.)

2,454,480 (LDMI Telecommunications, Inc.)

2,459,030 (LDMI Telecommunications, Inc.)

2,456,670 (LDMI Telecommunications, Inc.)

**INTELLECTUAL PROPERTY**  
**SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated March 19, 2002, is by and between LDMI TELECOMMUNICATIONS, INC., a Michigan corporation, IDEAL TECHNOLOGY SOLUTIONS U.S., INC., a Michigan corporation (individually and collectively, "Debtor"), and CAPITALSOURCE FINANCE LLC, a Delaware limited liability company, as a Lender and administrative agent and collateral agent for Lenders (in such capacities, "Secured Party") pursuant to the Loan Agreement (as defined below).

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

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to (a) the trademarks, trade names, terms, designs and applications, (b) the copyrights, rights and interests in copyrights, works protectable by copyrights, registrations and applications, and (c) the patents and patent applications and the inventions, invention disclosures, improvements and patentable inventions, each described in Exhibit A hereto and made a part hereof; and

WHEREAS, Secured Party, Lenders and Debtor have entered or are about to enter into financing arrangements pursuant to which Lenders may make loans and advances and provide other financial accommodations to Debtor as set forth in the Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof, by and between Secured Party, Lenders and Debtor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and the other Loan Documents; and

WHEREAS, in order to induce Secured Party and Lenders to enter into the Loan Agreement and the other Loan Documents and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, each Debtor has agreed to grant to Secured Party, for the benefit of Lenders, certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Debtor hereby agrees as follows:

1. **GRANT OF SECURITY INTEREST**

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), each Debtor hereby grants to Secured Party, for its benefit and the benefit of Lenders, a continuing security interest in and a general lien upon the following (being collectively referred to herein as the "Collateral"):

(a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, those listed on Exhibit A hereto, and all research and development relating

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to the foregoing; (ii) all renewals thereof; and (iii) all designs and general intangibles of a like nature (all of the foregoing being collectively referred to herein as the "**Trademarks**");

(b) all of Debtor's now existing or hereafter acquired right, title and interest in and to: (i) all patents, patent applications, inventions, invention disclosures and improvements, and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, those listed on Exhibit A hereto, and all research and development relating to the foregoing; and (ii) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing (all of the foregoing being collectively referred to herein as the "**Patents**");

(c) all of Debtor's now existing or hereafter acquired right, title, and interest in and to:  
(i) copyrights, rights and interests in copyrights, works protectable by copyright, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Copyright Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, those listed on Exhibit A hereto, and all research and development relating to the foregoing; and (ii) all renewals of any of the foregoing (all of the foregoing being collectively referred to herein as the "**Copyrights**");

(d) the goodwill of the business symbolized by any Trademark, Patent or Copyright;

(e) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith;

(f) the right to sue for past, present and future infringements thereof;

(g) all rights corresponding thereto throughout the world; and

(h) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by any Debtor against third parties for past or future infringement of any of the Collateral.

## 2. OBLIGATIONS SECURED

The security interest and lien granted to Secured Party, for its benefit and the benefit of Lenders, pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind (including, without limitation, the "Obligations" under the Loan Documents), nature and description owing by Debtor to Secured Party, Lenders and/or their respective Affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the Loan Agreement, the other Loan Documents or otherwise, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or

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unliquidated, secured or unsecured, and however acquired by Secured Party or Lenders (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby, jointly and severally, represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and each Debtor, as applicable, owns the sole, full and clear title thereto, and the right and power to grant the security interest granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks, Patents and/or Copyrights as registered and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Documents, (ii) the Permitted Liens, and (iii) the licenses and encumbrances described under Section 3(e) below.

(c) No Debtor shall assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the United States Patent and Trademark Office, the United States Copyright Office and/or any other appropriate federal, state or government office or in any other country.

(e) As of the date hereof, no Debtor (i) has any Trademarks, Patents or Copyrights registered, or subject to pending applications, in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto, and (ii) has granted any licenses with respect to any of the Collateral or otherwise encumbered such Collateral other than as set forth in Exhibit B hereto.

(f) Each Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its Permitted Discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend,

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protect, maintain, record or enforce the Obligations, any of the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an Advance by Secured Party, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) No Debtor shall file any application for the registration of a Trademark, Patent or Copyright with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, or any similar office or agency in the United States, unless Debtor has given Secured Party 5 Business Days prior written notice of such action. If, after the date hereof, any Debtor shall (i) obtain any registered trademark, patent or copyright, or apply for any such registration in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark, patent or copyright registrations or applications for trademark, patent or copyright registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of this Agreement hereof shall automatically apply thereto. Upon the request of Secured Party, each Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in of such Trademark, Patent or Copyright, as the case may be, in favor of Secured Party.

(i) Each Debtor shall render any assistance, as Secured Party shall determine is necessary in its Permitted Discretion, to Secured Party in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of any Collateral as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings, provided that Debtor has not, in the exercise of reasonable business judgment and after consultation with and consent of Secured Party, made a decision not to maintain such application and registration of the Collateral.

(j) No material infringement or unauthorized use presently is being made of any Collateral that would adversely affect in any material respect the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder, and otherwise, to the best of Debtor's knowledge, no material infringement or unauthorized use presently is being made of any Collateral that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party. Debtor shall promptly notify Secured Party if any Debtor (or any Affiliate or Subsidiary thereof or officer or director thereof) learns of any use by any person of any term or design which infringes on any Collateral or is likely to cause confusion with any of the Collateral. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's Permitted Discretion, may deem advisable for the protection of Secured Party's interest in and to the Collateral.

(k) Debtor assumes all responsibility and liability arising from the use of the Collateral and Debtor, jointly and severally, hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by any Debtor (or any Affiliate or Subsidiary thereof) in connection with any Collateral or out of the manufacture, promotion, labeling, sale

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or advertisement of any such product by any Debtor (or any Affiliate or Subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(l) Debtor shall promptly pay Secured Party for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(m) Each Debtor shall deliver to Secured Party all documents, instruments and other items as may be necessary for Secured Party to file this Agreement with the United States Patent and Trademark Office and the United States Copyright Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country in order to record its security interest granted hereby and/or in order for Secured Party to maintain, perfect, protect or renew its security interest granted hereby. Each Debtor shall: (i) prosecute any trademark, patent or copyright application at any time pending; (ii) make application for registration or issuance of all new trademarks, patents and copyrights as reasonably deemed appropriate by Debtor; (iii) preserve and maintain all rights in the Collateral; and (iv) use its best efforts to obtain any consents, waivers or agreements necessary to enable Secured Party to exercise its remedies with respect to the Collateral. No Debtor shall abandon any material right to file a trademark, patent or copyright application nor shall any Debtor abandon any material pending trademark, patent or copyright application, or material Trademark, Patent or Copyright without the prior written consent of Secured Party. Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to any Collateral may become abandoned, canceled, invalidated, avoided or avoidable. Each Debtor represents and warrants to Secured Party that the execution, delivery and performance of this Agreement by Debtor will not violate or cause a default under any of the Collateral or any agreement in connection therewith.

(o) Debtor, at its own cost, shall cooperate with Secured Party to perform all acts and execute all documents requested by Secured Party in its Permitted Discretion and prepare and file such amendments, updates, instructions or documents with the United States Patent and Trademark Office and the United States Copyright Office as is necessary to evidence, record, enforce, create, maintain and perfect or renew the security interest granted hereby or otherwise to effect fully the purposes, terms and conditions of this Agreement.

#### 4. EVENTS OF DEFAULT

The occurrence of any one or more of the following shall constitute an "Event of Default" under this Agreement:

(a) Any Debtor shall fail to perform, observe or comply with, or otherwise be in violation, breach or default of, any covenant, obligation or agreement set forth in this Agreement and such failure shall not be cured within the applicable period set forth herein; provided that, with respect to the covenants set forth in Article 3 (other than Sections 3(b) and 3(c) for which there shall be no cure period) Debtor shall have a fifteen (15) calendar day cure period commencing from the earlier of (i) Receipt by Debtor of written notice of such failure, breach, violation or default, and (ii) the time at



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which Debtor or any authorized officer thereof had actual knowledge, or should have known or been aware, of such failure, breach, violation or default;

(b) any representation, statement or warranty made or deemed made by any Debtor in this Agreement shall not be true and correct in all material respects or shall have been false or misleading in any material respect on the date when made or deemed to have been made (except to the extent the representation or warranty is already qualified by materiality or the phrase "Material Adverse Effect" or "Material Adverse Change," in which case it shall be true and correct in all respects and shall not be false or misleading in any respect);

(c) any Event of Default under any Loan Document shall occur and be continuing past any cure period and shall not have been waived in writing; or

(d) if prior to termination of this Agreement pursuant to Section 6.11 hereof, this Agreement shall cease to be in full force and effect or any Lien or security interest created or granted hereunder shall cease to constitute a valid perfected first priority Lien and security interest on or assignment of the Collateral.

#### **5. RIGHTS AND REMEDIES**

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Loan Documents, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, any Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that no Debtor nor any Affiliate or Subsidiary of any Debtor make any use of the Collateral for any purpose whatsoever. Secured Party may make use of any Collateral for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any Subsidiary or Affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of any Debtor, pursuant to the authority granted in the Powers of Attorney

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described in Section 3(f) hereof, one or more instruments of assignment of the Collateral (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Secured Party has no obligation to preserve rights to the Collateral against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Each Debtor shall supply to Secured Party or to Secured Party's designee, upon request, Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Collateral and Debtor's customer lists and other records relating to the Collateral and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under this Agreement, the other Loan Documents, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. INCORPORATION OF LOAN AGREEMENT AND LOAN DOCUMENTS

The Loan Agreement and each Loan Document and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

7. DEFINED TERMS

All capitalized terms used but not defined herein shall have the meanings given such terms in the Loan Agreement.

8. TERMINATION OF SECURITY INTEREST.

Upon indefeasible and irrevocable satisfaction and payment in cash in full of the Obligations and termination of the Loan Agreement, subject to any disposition thereof which may have been made by Secured Party pursuant hereto or pursuant to any of the other Loan Documents, title to the Collateral shall automatically revert to the applicable Debtor. Upon indefeasible and irrevocable satisfaction and payment in cash in full of the Obligations and termination of the Loan Agreement, Secured Party shall, at Debtor's expense, promptly execute and deliver to the applicable Debtor all termination statements and other instruments as may be necessary or proper to terminate Secured Party's security interest in the Collateral, subject to any disposition thereof which may have been made by Secured Party pursuant hereto or pursuant to any of the other Loan Documents.

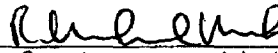
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EXECUTION COPY

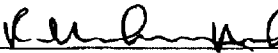
IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

DEBTOR:

LDMI TELECOMMUNICATIONS, INC.

By:   
Name: R. Michael Mahoney  
Title: Vice President and Chief Financial Officer

IDEAL TECHNOLOGY SOLUTIONS U.S., INC.

By:   
Name: R. Michael Mahoney  
Title: Vice President

SECURED PARTY:

CAPITALSOURCE FINANCE LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXECUTION COPY**

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

**DEBTOR:**

LDMI TELECOMMUNICATIONS, INC.

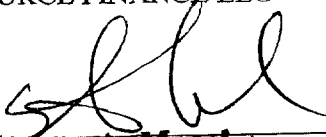
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IDEAL TECHNOLOGY SOLUTIONS U.S., INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SECURED PARTY:**

CAPITALSOURCE FINANCE LLC

By:  \_\_\_\_\_  
Name: **Steven A. Museles**  
Title: **Senior Vice President**

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of March 2002, before me personally came \_\_\_\_\_, to me known, who being duly sworn, did depose and say, that he is the \_\_\_\_\_ of LDMI TELECOMMUNICATIONS, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of March 2002, before me personally came \_\_\_\_\_, to me known, who being duly sworn, did depose and say, that he is the \_\_\_\_\_ of IDEAL TECHNOLOGY SOLUTIONS U.S., INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of March 2002, before me personally came \_\_\_\_\_, to me known, who, being duly sworn, did depose and say, that he is the \_\_\_\_\_ of CAPITALSOURCE FINANCE LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Managers of said limited liability company.

\_\_\_\_\_  
Notary Public

EXHIBIT A  
TO  
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
Business Calls on Us®	2,377,075	08/15/00	08/15/10
Setting a New Tone for Business®	2,454,479	05/29/01	05/29/11
LDMI Telecommunications ® (Name)	2,454,480	05/29/01	05/29/11
LDMI ® (Name)	2,459,030	06/12/01	06/12/11
LDMI Telecommunications ® (Logo)	2,456,670	06/05/01	06/05/11

<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Status</u>
The Phone Company That's All Business (TM)	76/252,098	07/27/01	Pending
The Phone Company You Can Talk To (TM)	76/372,671	02/19/01	Pending
Service Watch (SM)	75/817,361	11/14/00	Pending
IDEAL TECHNOLOGY SOLUTIONS U.S., INC. & Design	76/046,994	05/12/00	Pending
Miscellaneous Design	76/046,995	05/12/00	Pending
IDEAL TECHNOLOGY SOLUTIONS	76/048,679	05/12/00	Pending

LIST OF PATENTS AND PATENT APPLICATIONS

<u>Patent</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
NONE			

<u>Patent Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Status</u>
NONE			

LIST OF COPYRIGHTS AND COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
NONE			

<u>Copyright Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Status</u>
NONE			



EXHIBIT B  
TO  
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT

LIST OF LICENSES AND ENCUMBRANCES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
NONE		

EXHIBIT C  
TO  
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

KNOW ALL MEN BY THESE PRESENTS, that LDMI TELECOMMUNICATIONS, INC. and IDEAL TECHNOLOGY SOLUTIONS U.S., INC. ("Debtor"), hereby appoint and constitute, severally, CAPITALSOURCE FINANCE LLC, as Agent ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any Collateral and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Intellectual Property Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Agreement) and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Agreement, are indefeasibly paid in full and the Agreement is terminated in writing by Secured Party.

Dated: March \_\_\_\_\_, 2002

LDMI TELECOMMUNICATIONS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of March 2002, before me personally came \_\_\_\_\_, to me known, who being duly sworn, did depose and say, that he is the \_\_\_\_\_ of LDMI TELECOMMUNICATIONS, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

\_\_\_\_\_  
Notary Public