

05-01-2002

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



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

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

1. Name of conveying party(ies):
FutureSmart Networks, Inc.
f/k/a I.E.S. Technologies, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State DE
- Other _____

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

3. Nature of conveyance:

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

Execution Date: January 28, 2002

2. Name and address of receiving party(ies)
Name: Crest Communications

Internal Partners II LP
Address: 17th Floor

Street Address: 320 Park Avenue
City: New York State: NY Zip: 10022

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

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)

B. Trademark Registration No.(s)
2,239,827 ; 2,394,486

Additional number(s) attached Yes No

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

Name: Kelly E. P. Flatt, Esq.

Internal Address: Day, Berry & Howard LLP

05/01/2002 6TON11 00000140 500546 2239827

01 FC:481 40.00 CH
02 FC:482 25.00 CH
03 FC:484 120.00 CH

Street Address: One Canterbury Green

City: Stamford State: CT Zip: 06901

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 185.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0546

(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.

Nancy Medina
Name of Person Signing

Nancy Medina
Signature

04-26-2002
Date

Total number of pages including cover sheet, attachments, and document: 4

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

TRADEMARK
REEL: 002457 FRAME: 0375

CONDITIONAL TRADEMARK ASSIGNMENT OF SECURITY

THIS CONDITIONAL ASSIGNMENT OF SECURITY (this "Assignment"), entered into as of January 28, 2000, is made by and between FutureSmart Networks, Inc. (f/k/a I.E.S. Technologies Inc.), a Delaware corporation, with its principal office at 12382 South Gateway Park, Suite 700, Draper, Utah 84020 ("Assignor") and Crest Communications Partners II LP, a limited partnership organized and existing under the laws of Delaware having its principal offices at 320 Park Avenue, 17th Floor, New York, New York 10022 ("Collateral Agent").

WHEREAS, Assignor has adopted, used and is using, and is the sole owner of the marks set forth on Schedule 1 hereof (the "Marks");

WHEREAS, pursuant to that certain Security Agreement (the "Security Agreement") dated January 28, 2002 by and between the Assignor, the Collateral Agent and certain Secured Parties (as defined in the Security Agreement), as collateral security for the prompt payment and performance in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Security Agreement), the Assignor pledged and granted to Collateral Agent, for its benefit and for benefit of the Secured Parties, a security interest in all of the Company's right, title and interest in certain collateral, including the Marks, together with the goodwill of the business symbolized by the Marks; and

WHEREAS, it is the purpose of this document to memorialize the aforementioned security interest in a form suitable for recordation in the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby grant to Collateral Agent a security interest in and to the Marks, all registrations and applications for registrations of the Marks, together with the goodwill of the business symbolized by the Marks, and together with all of Assignor's right to sue and recover for infringement of the Marks, free and clear of all liens, claims, charges, security interests, and other interests or encumbrances, which security interest

shall secure the prompt payment and performance in full when due of the Secured Obligations, as set forth in the Security Agreement.

Assignor hereby acknowledges and affirms that (i) the security interest granted in this Assignment is granted in conjunction with the security interest granted to the Collateral Agent under the Security Agreement; and (ii) the rights and remedies of the Collateral Agent on behalf of itself and the Secured Parties with respect to the security interest granted in this Assignment are in addition to those set forth in the Security Agreement and the Financing Agreements (as defined in the Security Agreement) and those which are now or subsequently available to the Collateral Agent on behalf of itself and the Secured Parties as a matter of law or equity.

IN WITNESS WHEREOF, this Assignment has been duly executed, sealed and delivered by an authorized officer of the Assignor as of January 28, 2002.

FutureSmart Networks, Inc.

By: Jacqueline E. Soechtig

Jacqueline E. Soechtig

Its Chief Executive Officer

STATE OF Utah)

) ss.:

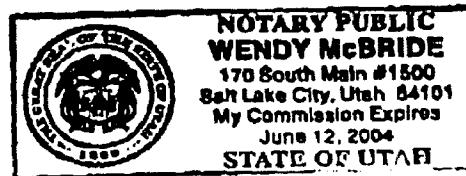
COUNTY OF Salt Lake)

On this the 25th day of April, 2002, before me, personally appeared Jacqueline E. Soechtig who, being by me duly sworn, did depose and say that she is the Chief Executive Officer of FutureSmart Networks, Inc, the corporation described in and which executed the above instrument, and that she as such Chief Executive Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as Chief Executive Officer and attorney-in-fact.

IN WITNESS WHEREOF, I hereunto set my hand.

Wendy McBride
Commissioner of Superior Court/Notary Public

My Commission Expires:



SCHEDULE 1
TO
CONDITIONAL TRADEMARK ASSIGNMENT OF SECURITY

Mark	Registration Number	Registration Date
FUTURE SMART	2,239,827	April 13, 1999
FUTURE PROOF	2,394,486	October 10, 2000