



03-15-2002

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 03/02)

RECC TF



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

Tab settings

102017824

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

<p>1. Name of conveying party(ies): Allied Riser Communications Corporation</p> <p style="text-align: right; font-size: 2em; font-family: cursive;">3.7.02</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership            <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance:  <input type="checkbox"/> Assignment                              <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement                      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: January 31, 2002</p>	<p>2. Name and address of receiving party(ies) Name: Cisco Systems Capital Corporation Internal Address: _____ Address: _____</p> <p>Street Address: 6005 Plumas Street, Suite 101 City: Reno State: NV Zip: 89509</p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-State Nevada  <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</small>  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ (see attached schedule)</p>	<p>B. Trademark Registration No.(s) _____ (see attached schedule)</p>
Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Mark Hartwell Internal Address: _____ Brobeck, Phleger &amp; Harrison LLP Spear Street Tower Street Address: One Market City: San Francisco State: CA Zip: 94105</p>	<p>6. Total number of applications and registrations involved: <span style="border: 1px solid black; padding: 2px;">72</span></p> <p>7. Total fee (37 CFR 3.41).....\$ 1,815.00  <input checked="" type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p>
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DO NOT USE THIS SPACE

9. Signature.

Mark Hartwell \_\_\_\_\_  
Name of Person Signing

Signature

3/6/02  
Date

14

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

03/14/2002 6TON11 00000155 2415375

01 FC:481  
02 FC:482

40.00 OP  
1775.00 OP

TRADEMARK REEL: 002459 FRAME: 0654

SCHEDULE B  
to the Patent and Trademark Security Agreement

Allied Riser Communications Corporation

U.S. Trademarks of Grantor

<b>Mark</b>	<b>File Date</b>	<b>Registration No.</b>
Allied Riser Communications	12/26/00	2,415,375
Always a Sure Step Ahead	12/25/01	2,521,607
ARC	1/18/00	2,309,909
ARC BTV	1/2/01	2,417,128
ARC Conference	11/28/00	2,408,187
ARC Connected	12/5/00	2,410,244
ARC OpticNet	3/27/01	2,438,100
ARC OpticWAN	11/28/00	2,408,184
ARC Tools	12/25/01	2,521,608
ARC VisualWorkgroup	11/28/00	2,408,188
ARC Voice	11/28/00	2,408,185
Miscellaneous Design (the "Swoosh")	11/21/00	2,405,712
The New Business Tool Kit	11/28/00	2,408,189
There's a New Tool Kit	12/5/00	2,410,245
You're Connected. Now What?	11/28/00	2,408,186

SCHEDULE B  
to the Patent and Trademark Security Agreement

Allied Riser Communications Corporation

Pending U.S. Trademark Applications of Grantor

Mark	File Date	Serial No.
Advanced Riser Communications	3/23/00	76/007,783
Advanced Riser Communications Networks	5/22/98	75/489,667
Advanced Riser Communications Networks	3/20/00	76/005,931
Always a Sure Step Ahead	3/23/00	76/007,788
ARC	3/23/00	76/007,790
ARC Design only	3/23/00	76/007,787
ARC Broadband	3/20/00	76/005,928
ARC Allied	7/22/99	75/757,859
ARC Allied	3/20/00	76/005,932
ARC BTV	3/23/00	76/008,260
ARC Conference	3/23/00	76/007,781
ARC Connected	3/23/00	76/007,789
ARC Connections	10/16/00	76/147,293
ARC DSL	10/18/00	76/148,989
ARC E-Commerce	3/21/00	76/006,442
ARC E-Business ToolKit	3/21/00	76/006,444
ARC IDA	3/21/00	76/006,447
ARC Internet Dial Access	3/21/00	76/006,446
ARC Knowledge Services	3/23/00	76/008,265
ARC Lightspeed Network	3/23/00	76/007,778
ARC Lightspeed Network	7/22/99	75/757,858
ARC Lightspeed Office	1/19/01	76/196,184
ARC Mapper	3/20/00	76/005,933
ARC Mapper	3/21/00	76/006,443
ARC OpticMail	3/23/00	76/008,259
ARC OpticNet	3/22/00	76/006,909
ARC OpticNet Desktop	3/22/00	76/006,908
ARC OpticNet Port	3/22/00	76/006,910
ARC OpticNet VPN	3/23/00	76/007,780
ARC OpticTV	3/23/00	76/007,786
ARC OpticWAN	3/23/00	76/007,777
ARC Portal	3/23/00	76/007,776
ARC Remote LAN Access	3/23/00	76/007,782
ARC RLA	3/23/00	76/007,785
ARC Tools	3/22/00	76/006,907
ARC Virtual Private Network	3/23/00	76/008,258
ARC VisualWorkGroup	3/23/00	76/007,784
ARC Voice	3/22/00	76/006,911
ARC VPN	10/16/00	76/147,291
ARC Watch	10/16/00	76/147,292
ARC Web Design	3/21/00	76/006,445
ARC Web Hosting	3/23/00	76/007,751
Connecting you to what's next	1/19/01	76/196,183
Lightspeed Office	3/20/00	76/005,929
MYARC		

<b>Mark</b>	<b>File Date</b>	<b>Serial No.</b>
MYARC.COM	3/20/00	76/005,930
Opticalnet	4/12/99	75/679,131
OpticMail	3/23/00	76/007,773
OpticNet	4/12/99	75/679,131
OpticNet Desktop	3/22/00	76/006,906
OpticNet Port	3/22/00	76/006,905
OpticTV	3/23/00	76/007,779
Platform for Innovation	4/3/00	76/016,089
Powered By ARC	3/20/00	76/005,927
The New Business Tool Kit	3/23/00	76/008,257
There's a New Tool Kit	3/23/00	76/008,261
You're Connected.Now what?	3/23/00	76/008,262
Your Building is Lit. Why Aren't You?	10/16/00	76/147,294



[EXECUTION COPY]

## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 31, 2002, is made between Allied Riser Communications Corporation, a Delaware corporation ("Grantor"), and Cisco Systems Capital Corporation, a Nevada corporation, as collateral agent for the Lenders referred to in the Security Agreement described below ("CSCC").

Grantor and CSCC hereby agree as follows:

### SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Security Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"PTO" means the United States Patent and Trademark Office.

"Security Agreement" means the Security Agreement dated as of January 31, 2002 between Grantor and CSCC.

(c) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Interpretation. The rules of interpretation applicable to the Security Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

### SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Grantor hereby assigns, transfers and conveys to CSCC as Agent, for itself and for the ratable benefit of Lenders, and grants a security interest in and mortgage to CSCC as Agent, for itself and for the ratable benefit of Lenders, all of Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not CSCC is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Continuing Security Interest. Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3 Supplement to Security Agreement. This Agreement has been granted in conjunction with the security interests granted to CSCC under the Security Agreement. The rights and remedies of CSCC with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

SECTION 4 Representations and Warranties. Grantor represents and warrants to CSCC that:

(a) Patents. A true and correct list of all of the existing Collateral consisting of U.S. patents and patent applications and/or registrations owned by Grantor, in whole or in part, is set forth in Schedule A.

(b) Trademarks. A true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations and/or applications owned by Grantor, in whole or in part, is set forth in Schedule B.

SECTION 5 Further Acts. On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by CSCC to carry out the intent and purposes of this Agreement, or for assuring, confirming

or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable CSCC to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO and/or any applicable state office. CSCC may record this Agreement, an abstract thereof, or any other document describing CSCC's interest in the Collateral with the PTO, at the expense of Grantor.

SECTION 6 Authorization to Supplement. If Grantor shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to CSCC with respect to any such new trademarks or patents, or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 6, Grantor authorizes CSCC to modify this Agreement by amending Schedules A or B to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedules A or B shall in any way affect, invalidate or detract from CSCC's continuing security interest in all Collateral, whether or not listed on Schedule A or B.

SECTION 7 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantor, CSCC (for itself and for the benefit of the Lenders) and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement. Grantor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Security Agreement

SECTION 8 Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law and to the extent the validity or perfection of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.

SECTION 9 Amendment. This Agreement is subject to modification only by a writing signed by the parties, except as provided herein. To the extent that any provision of this Agreement conflicts with any provision of the Security Agreement, the provision giving CSCC greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to CSCC under the Security Agreement.

SECTION 10 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

SECTION 11 Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and CSCC shall promptly execute and deliver to Grantor such documents and instruments reasonably requested by Grantor as shall be necessary to evidence termination of all such security interests given by Grantor to CSCC hereunder, including cancellation of this Agreement by written notice from CSCC to the PTO.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

GRANTOR

Allied Riser Communications Corporation

By 

Title:  
Address:

Attn.:  
Fax No.:  
CSCC

Cisco Systems Capital Corporation

By: \_\_\_\_\_  
Title:  
Address:

6005 Plumas Street, Suite 101  
Reno, NV 89509  
Attn.: Loan Compliance and Administration  
Fax: (775) 823-7880



[PATENT AND TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

GRANTOR

Allied Riser Communications Corporation

By \_\_\_\_\_  
Title:  
Address:

Attn.:  
Fax No.:  
CSCC

Cisco Systems Capital Corporation

By: DA Rogan  
Title: DAVID A. ROGAN  
Address: PRESIDENT, CISCO CAPITAL

6005 Plumas Street, Suite 101  
Reno, NV 89509  
Attn.: Loan Compliance and Administration  
Fax: (775) 823-7880



SCHEDULE A  
to the Patent and Trademark Security Agreement

Allied Riser Communications Corporation

Issued U.S. Patents of Grantor

U.S. Utility Patent Application Serial No. 09/818,456

Title: Method and system for common control of virtual private network devices

Filed March 27, 2001

U.S. Utility Patent Application Serial No. 09/818,012

Title: Multiple service management platform utilizing common directory

Filed March 27, 2001

Pending U.S. Patent Applications of Grantor

Allied Riser Communications Corporation

None

A-2.

SCHEDULE B  
to the Patent and Trademark Security Agreement

Allied Riser Communications Corporation

U.S. Trademarks of Grantor

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ARC E-Business ToolKit	3/21/00	76/006,444
ARC IDA	3/21/00	76/006,447
ARC Internet Dial Access	3/21/00	76/006,446
ARC Knowledge Services	3/23/00	76/008,265
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ARC Lightspeed Network	7/22/99	75/757,858
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ARC Portal	3/23/00	76/007,777
ARC Remote LAN Access	3/23/00	76/007,776
ARC RLA	3/23/00	76/007,782
ARC Tools	3/23/00	76/007,785
ARC Tools	3/22/00	76/006,907
ARC Virtual Private Network	3/23/00	76/008,258
ARC VisualWorkGroup	3/23/00	76/007,784
ARC Voice	3/22/00	76/006,911
ARC VPN	10/16/00	76/147,291
ARC Watch	10/16/00	76/147,292
ARC Web Design	3/21/00	76/006,445
ARC Web Hosting	3/23/00	76/007,751
Connecting you to what's next	1/19/01	76/196,183
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MYARC		

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Your Building is Lit. Why Aren't You?	10/16/00	76/147,294
Allied Riser Communications	5/3/00	WI300052661
ARC Broadband Network	5/3/00	WI300052662