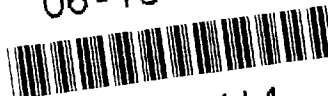


6/7/02



06-13-2002



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

REC-1

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

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

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

Startec Global Communications Corporation  
Startec Global Operating Company

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation-Maryland  
☐ 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: April 29, 2002

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

Name: Allied Capital Corporation

Internal Address:  
Street Address: 1919 Pennsylvania Avenue, N.W.

City: Washington, D.C.  
State: Zip: 20006

- ☐ Individual(s) citizenship:  
☐ Association:  
☐ General Partnership:  
☐ Limited Partnership:  
☒ Corporation-State: Maryland  
☐ 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):

75/895,383 23/503,511 75/639,978  
75/636,295 76/101,507 75/923,780  
76/103,335

## B. Trademark Registration No.(s): 2,350,351

2,500,435 2,426,781 2,463,577  
2,366,971 2,439,828 2,330,889  
2,475,671 2,310,860 2,492,408  
2,081,019 2,314,542 2,326,095

Additional numbers attached? ☐ Yes ☒ No

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

Name: William E. Powell, III  
DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP

Internal Address: Atty. Dkt.: A4045.0070

Street Address: 2101 L Street NW

City: Washington State: DC Zip: 20037-1526

## 6. Total Number of applications and registrations involved:

19

## 7. Total fee (37 CFR 3.41) \$ 490.00

- ☒ Enclosed  
☐ Authorized to be charged to Deposit Account

## 8. Deposit account number:

04-1073

(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.

William E. Powell, III  
Name of Person Signing

Signature

June 7, 2002  
Date

06/12/2002 DBYRNE

00000171 75895383

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

12

01 FC:481  
02 FC:482

40.00 OP  
450.00 OP

**CONTINUATION**

**ADDITIONAL NAME(S) OF CONVEYING PARTY(IES)**

Startec Global Licensing Company  
PCI Communications, Inc.  
Trans-Pacific Tech., Inc.  
Startec Global Canadian Holding Company  
Startec Global International Holding Company  
Startec Global Asia Holding Company  
Startec Global Communications Commercial, Inc.  
Startec Global Information Systems

**CONTINUATION**

**ADDITIONAL NAME(S) OF CONVEYING PARTY(IES)**

Startec Global Licensing Company  
PCI Communications, Inc.  
Trans-Pacific Tech., Inc.  
Startec Global Canadian Holding Company  
Startec Global International Holding Company  
Startec Global Asia Holding Company  
Startec Global Communications Commercial, Inc.  
Startec Global Information Systems

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY AGREEMENT (the "Agreement") is made as of the 29th day of April, 2002 by and between Startec Global Communications Corporation, Startec Global Operating Company, Startec Global Licensing Company, PCI Communications, Inc., Trans-Pacific Tech, Inc., Startec Global Canadian Holding Company, Startec Global International Holding Company, Startec Global Asia Holding Company, Startec Global Communications Commercial, Inc., and Startec Global Information Systems, Inc. (collectively with successors and assigns, "Debtor"), and Allied Capital Corporation, a Maryland corporation (collectively with successors and assigns, "Lender").

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

WHEREAS, pursuant to an order of the United States Bankruptcy Court for the District of Maryland dated December 20, 2001, in cases styled *In re Startec Global Communications Corporation*, *In re Startec Global Licensing Company*, and *In re Startec Global Operating Company*, Case Numbers 01-25009, 01-25010, and 01-25013, Lender made a loan to certain parties of Debtor and other affiliated entities on December 21, 2001;

WHEREAS, to ensure payment of the loan, certain Security Agreements executed December 20, 2001 and March 12, 2002 between Lender and certain parties of Debtor (collectively, the "Security Agreement") grants to Lender a continuing security interest in certain of Debtor's assets, including, without limitation, its patents, patent rights and applications therefor, trademarks and applications therefor, copyrights and all applications and registrations therefor, license rights and goodwill;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Security Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement.

2. Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, Debtor hereby grants to Lender, a continuing security interest in Debtor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions, the patents and patent applications listed on the Schedule hereto, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with

respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

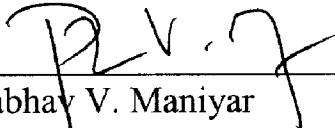
(b) any copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on the Schedule attached hereto, and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Copyrights");

(c) any 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 registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed on the Schedule attached hereto and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Trademarks"); and

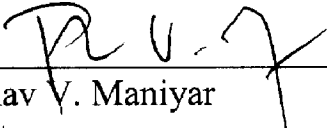
(d) rights corresponding to any of the foregoing throughout the world and the goodwill of Borrower's business connected with the use of and symbolized by the Trademarks.

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

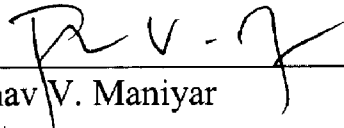
STARTEC GLOBAL COMMUNICATIONS  
CORPORATION

By   
Prabhav V. Maniyar  
Its: Secretary and Chief Financial Officer


STARTEC GLOBAL OPERATING COMPANY

By   
Prabhav V. Maniyar  
Its: Secretary

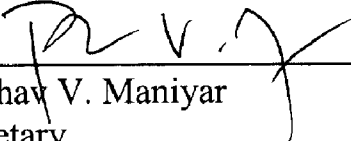
STARTEC GLOBAL LICENSING COMPANY

By   
Prabhav V. Maniyar  
Its: Secretary

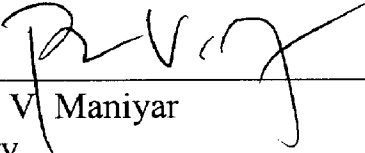
PCI COMMUNICATIONS, INC.

By   
Ram Mukunda  
Its: President

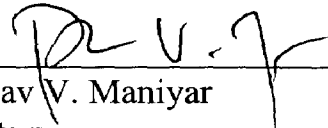
TRANS-PACIFIC TECH, INC.

By   
Prabhav V. Maniyar  
Its: Secretary

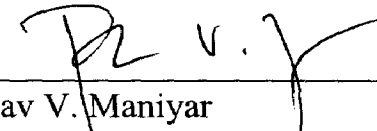
STARTEC GLOBAL CANADIAN HOLDING  
COMPANY

By   
Prabhav V. Maniyar  
Its: Secretary

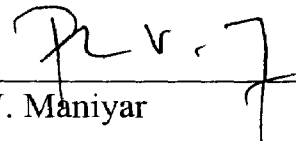
STARTEC GLOBAL INTERNATIONAL  
HOLDING COMPANY

By   
Prabhav V. Maniyar  
Its: Secretary

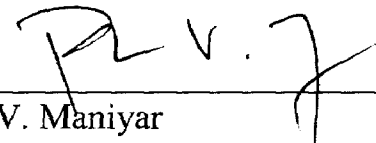
STARTEC GLOBAL ASIA HOLDING  
COMPANY

By   
Prabhav V. Maniyar  
Its: Secretary

STARTEC GLOBAL COMMUNICATIONS  
COMMERCIAL, INC.

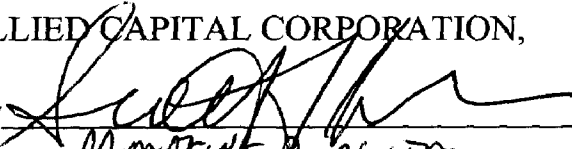
By   
Prabhav V. Maniyar  
Its: President

STARTEC GLOBAL INFORMATION  
SYSTEMS, INC.

By   
Prabhav V. Maniyar  
Its: Secretary

Accepted and Agreed to:

ALLIED CAPITAL CORPORATION,

By   
Its Manmohan D. Chatter

## SCHEDULE

### PATENTS AND PATENT APPLICATIONS

Patent Application No.	Filing Date	Title
09/482,535	1/14/00	Internet Service Provider Configuration System and Method



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# TRADEMARKS AND TRADEMARK APPLICATIONS

NAME	APPL./REG. NUMBER	APPL./REG. DATE
POP"	75895383	1/13/00
"1010719" (Abandoned)	75516672	7/10/98
"10719" (Abandoned)	75516670	7/10/98
Call A Friend" (Abandoned)	75536864	8/14/98
"Connect Everyone, Change Everything Have Fun" (Abandoned)	75640057	2/12/99
"Ecohomoct" (Abandoned)	75636255	2/11/99
"Economost" (Abandoned)	75636291	2/12/99
"ESTART"	23503511	05/16/00
"ESTART" (Stylized)	2500435	10/25/01
"Estartec" (Abandoned)	75716728	5/28/99
"Explore, Exchange, and Enrich"	2426781	02/06/01
"Globe Quest" (Abandoned)	75515966	7/9/98
"Instapin"	2463577	06/26/01
"Istartec" (Abandoned)	75717189	5/28/99
"Move Ahead, Stay Close"	75639978	2/12/99
"Namaskar"	2366971	7/11/00
"NetCard" (Abandoned)	75636257	2/11/99
"Pass It On" (Abandoned)	75523256	7/22/98
"Save More=Talk Longer" (Cyrillic)	75636295	2/12/99
"Simple Value"	2439828	04/03/01
"Startec Global Communications Corporation"	2330889	03/21/00
"Startec Global ISP Solutions" (Abandoned)	75908004	2/1/00
"Startec Global Turnkey ISP"	75923780	2/18/00
"Startec Internet Services" (Abandoned)	75723856	06/0899

NAME	APPL./REG. NUMBER	APPL./REG. DATE
"Startec Maximum Net"	2475671	08/07/01
"Startec Maximum"	76101507	8/1/00
"Startec.com"	2310860	01/25/00
"Startec"	2492408	08/01/00
"Startec"	2081019	7/22/97
"STGC" (Abandoned)	75516629	7/10/98
"The Star of Long Distance Savings" (Abandoned)	75515967	7/9/98
"The World, Closer to Home"	2314542	2/1/00
"VIP" (Stylized)	76103335	8/4/00
LOGO (Star Design)	2326095	3/7/00