

06-28-2002



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Form PTO-1594

(Rev. 03/01)

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

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

 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):

Williams Communications, LLC

6-2482

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

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 23, 2001

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

Name: Bank of America, N.A.

Internal (as Administrative Agent)

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

Street Address: 901 Main Street, 64th FloorCity: Dallas State: TX Zip: 75202-374

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State Texas  
☐ 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)

75939861

75939862

B. Trademark Registration No.(s)

Additional number(s) attached ☐ Yes ☒ No

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

Name: Christine F. Benton

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

Clifford Chance Rogers & Wells LLPStreet Address: 200 Park AvenueCity: New York State: NY Zip: 10166

## 6. Total number of applications and registrations involved: \_\_\_\_\_

2

7. Total fee (37 CFR 3.41) .....\$ 65

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

## 8. Deposit account number:

18-1843

(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.

Christine F. Benton

June 17, 2002

Date

Name of Person Signing

Signature

9

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

06/27/2002 DBYRME 00000062 181843 75939861

 01 FC:481 40.00 CH  
 02 FC:482 25.00 CH

 TRADEMARK 10/13  
 REEL: 002533 FRAME: 0967

# TRADEMARK SECURITY AGREEMENT

## (Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, Williams Communications, LLC, a Delaware limited liability company formerly Williams Communications, Inc., a Delaware corporation (herein referred to as the "**Lien Grantor**") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, the Lien Grantor, Williams Communications Group, Inc. ("**Holdings**"), the Lenders party thereto, Bank of America, N.A., as Administrative Agent and The Chase Manhattan Bank, as syndication agent are parties to an Amended and Restated Credit Agreement dated as of September 8, 1999 (as amended from time to time, the "**Credit Agreement**"); and

WHEREAS, pursuant to (i) a Security Agreement dated as of April 23, 2001 (as amended and/or supplemented from time to time, the "**Security Agreement**") among the Borrower, Holdings, the Subsidiary Loan Parties and Bank of America, N.A., as Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), and (ii) certain other Security Documents (including this Copyright Security Agreement), the Lien Grantor has secured certain of its obligations (the "**Secured Obligations**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Lien Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the

goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Lien Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Lien Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Trademark Collateral, however, shall not include property of the Lien Grantor of the type described in Section 2(b) of the Security Agreement.

The Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent not prohibited by the Security Agreement or the Credit Agreement, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral 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.

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 23 day of April, 2001.

WILLIAMS COMMUNICATIONS, LLC  
formerly WILLIAMS COMMUNICATIONS,  
INC.



By: Howard S. Kalika  
Name: Howard S. Kalika  
Title: Vice President and Treasurer

Acknowledged:

BANK OF AMERICA, N.A.,  
as Administrative Agent

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

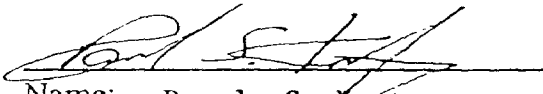
IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 23 day of April, 2001.

WILLIAMS COMMUNICATIONS, LLC  
formerly WILLIAMS COMMUNICATIONS,  
INC.

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

Acknowledged:

BANK OF AMERICA, N.A.,  
as Administrative Agent

By:   
Name: Pamela S. Kurtzman  
Title: Principal

STATE OF Oklahoma )  
COUNTY OF Tulsa ) ss.:

I, Linda J. Potts, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Howard Nabika, Vice President of Williams Communications, LLC formerly Williams Communications, Inc. (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, Howard Nabika, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 23 day of April, 2001.

[Seal]

Linda J. Potts  
Signature of notary public  
My Commission expires August 8, 2007