

07-25-2002



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Form PTO-1301 (Rev. 10/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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): PN Acquisition Corp.

7.19.02

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State (checked), Other

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement (checked), Change of Name, Other

Execution Date: April 17, 2002

2. Name and address of receiving party(ies)

Name: Cisco Systems Capital Corporation

Internal Address:

Street Address: 6005 Plumas Street, Suite 101

City: Reno State: NV Zip: 89509

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Nevada (checked), Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (No checked) (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No (No checked)

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See attached B

B. Trademark Registration No.(s) See attached Schedule B

Additional number(s) attached Yes No (Yes checked)

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

Name: Mark Hartwell

Internal Address:

Brobeck, Phleger & Harrison LLP

One Market Street, Spear Street Tower

Street Address:

City: San Francisco State: CA Zip: 94105

6. Total number of applications and registrations involved: 28

7. Total fee (37 CFR 3.41) \$ 715.00

- Enclosed (checked), Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Mark Hartwell Name of Person Signing

Handwritten signature of Mark Hartwell

7/18/02 Date

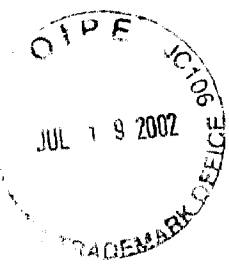
Total number of pages including cover sheet, attachments, and document: 12

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

07/24/2002 TDIAZ1 00000078 1647679

01 FC:481 40.00 OP 02 FC:482 675.00 OP

TRADEMARK REEL: 002550 FRAME: 0182



SCHEDULE B
to the Patent and Trademark Security Agreement

PN Acquisition Corp.

U.S. Trademarks of Grantor

Mark	Registration No.
PSINET	1,647,679
INTERFRAME	1,793,886
INSTANT TERRAMP	1,939,909
INTERMAN	1,954,943
LAND ISDN (stylized)	1,956,927
LAN-DIAL	1,969,537
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PSI INTRANET	2,034,253
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PSINET VOICE	2,478,531
PSIWEB	1,958,786
WEBSTART	2,066,346
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TELALINK	2,252,539



SCHEDULE B
to the Patent and Trademark Security Agreement

PN Acquisition Corp.

Pending U.S. Trademark Applications of Grantor

Mark	Serial No.
PSINET VISP	75/804,601
PSINET VISP	75/804,697
PSINET ISDN PRIME	75/908,594
PSINET & Saturn design	76/051,018
PSINET & Saturn design	76/133,983

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 17, 2002, is made between PN Acquisition Corp., 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 the date hereof 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.

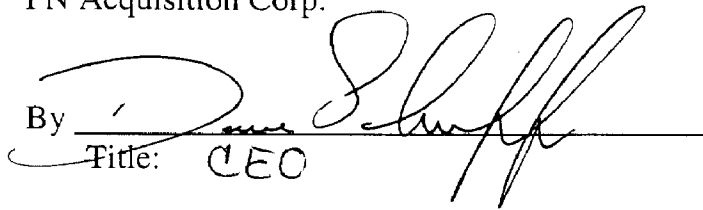
SECTION 11 Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and CSCC shall promptly execute and deliver to Grantor such documents and instruments reasonably requested by Grantor as shall be necessary to evidence termination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

PN Acquisition Corp.

By: 
Title: CEO

Address:

1015 31st Street, NW
Washington, D.C. 20007
Attn.: Dave Schaeffer
Fax No.: (202) 338-8798

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

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

GRANTOR

PN Acquisition Corp.

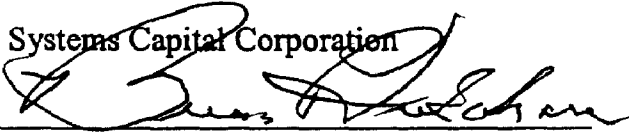
By _____
Title:

Address:

1015 31st Street, NW
Washington, D.C. 20007
Attn.: Dave Schaeffer
Fax No.: (202) 338-8798

CSCC

Cisco Systems Capital Corporation

By: 
Title:

Brian P. Fukuhara
Chief Credit Officer

Address:

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

PN Acquisition Corp.

Issued U.S. Patents of Grantor

[None]

A-1.

SCHEDULE A

to the Patent and Trademark Security Agreement

PN Acquisition Corp.

Pending U.S. Patent Applications of Grantor

[None]

A-2.

SCHEDULE B
to the Patent and Trademark Security Agreement

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