

08-01-2002

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



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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):

PhoneTel Technologies, Inc., an Ohio corp.
North Point Tower-7th Fl., 1001 Lakeside Ave.
Cleveland, OH 44114

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

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

2. Name and address of receiving party(ies)

Name: Foothill Capital Corporation, as Collateral Agent
Internal
Address: Suite 3000W

Street Address: 2450 Colorado Avenue

City: Santa Monica State: CA Zip: 90404

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State California
- 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

3. Nature of conveyance:

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

Execution Date: July 24, 2002

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

A. Trademark Application No.(s) _____
Please see attached Schedule 1A

B. Trademark Registration No.(s) _____
Please see attached Schedule 1A

Additional number(s) attached Yes No

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

Name: Federal Research Co., LLC

Internal Address: Attention: Penelope Agodoa
Suite 920

Street Address: 1030 15th Street, NW

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: _____

2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Kimberley A. Lathrop
Name of Person Signing

Kimberley A. Lathrop
Signature

July 31, 2002
Date

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

5

08/02/2002 6TON11 00000031 1513947

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

01 FC:481
02 FC:482

40.00 OP
25.00 OP

TRADEMARK
REEL: 002553 FRAME: 0531

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY
(TRADEMARKS AND TRADEMARK APPLICATIONS)

Trademarks and Trademark Applications owned
by PhoneTel Technologies, Inc.

Mark	Registration No.	Registration Date
PhoneTel	1,513,947	11/22/88
WCI International Centsacall*	1,884,351	3/14/95

* PhoneTel acquired this mark from World Communications, Inc. ("WCI") when PhoneTel purchased substantially all of the assets of WCI in 1995. PhoneTel suspended use of WCI's trademarks as the PhoneTel name and trademarks became associated with the former WCI's assets and operations.

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, PhoneTel Technologies, Inc., an Ohio corporation (the "Assignor"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1(a), which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, together with certain of its affiliates, has entered into a Security Agreement, dated July 24, 2002 (the "Security Agreement"), in favor of Foothill Capital Corporation, as Collateral Agent (the "Assignee");

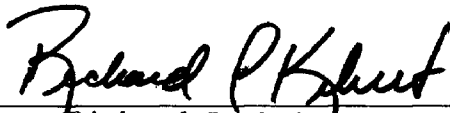
WHEREAS, pursuant to the Security Agreement, the Assignor has assigned, subject to the terms of the Intercreditor Agreement (as used in the Security Agreement), to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does, subject to the terms of the Intercreditor Agreement (as used in the Security Agreement), hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of July 24, 2002.

PHONETEL TECHNOLOGIES, INC.,
an Ohio corporation

By: 
Name: Richard P. Kebert
Title: Chief Financial Officer

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