

08-14-2002

FORM PTO-1594

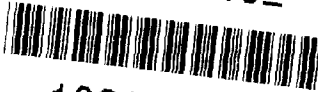
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U.S. DEPARTMENT OF COMMERCE

(Rev. 03/01)

Patent and Trademark Office

OMB No. 0651-0027 (exp. 05/31/2002)



102189971

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

1. Name of conveying party(ies):

Onecoast Network Holdings, Inc.
Onecoast Network Corporation

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

08-12-02

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

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

Name: Silicon Valley Bank

Internal Address: HA155

Street Address: 3003 Tasman Drive

City: Santa Clara

State: CA

ZIP: 95054

3. Nature of conveyance:

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

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional name(s) & address(es) attached? Yes No

Execution Date: 7/9/2002

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

A. Trademark Application No.(s)

B. Trademark No.(s)

2-206-041

2-246-175

2-217-881

2-246-176

Additional numbers attached? Yes No

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

Name: Silicon Valley Bank

Internal Address: Loan Documentation HA155

Street Address: 3003 Tasman Dr.

City: Santa Clara

State: Ca

ZIP: 95054

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41):

\$ 115.-

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(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.

08/13/2002 DBYRNE 00000160 2236841

01 FC:481
02 EQ:482, E Bizwn
Name of Person Signing

40.00 OF
75.00 OF

Signature

7/31/02
Date

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

TRADEMARK

REEL: 002562 FRAME: 0207

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 9, 2002 by and between SILICON VALLEY BANK ("**Bank**"), ONECOAST NETWORK HOLDINGS, INC. ("**OCNH**") and ONECOAST NETWORK CORPORATION ("**OCNC**") (OCNH and OCNC each a Grantor, and collectively, the "**Grantors**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantors (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantors dated July 9, 2002 (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantors, but only upon the condition, among others, that Grantors shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantors under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantors have granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, **THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantors hereby represent, warrant, covenant and agree as follows:

AGREEMENT

To secure their obligations under the Loan Agreement, Grantors grant and pledge to Bank a security interest in all of Grantors' right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan

**EXHIBIT A
COPYRIGHTS**

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None.		

EXHIBIT B

PATENTS

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ONECOAST NETWORK (Standard Form)	2217881 ✓	January 12, 1999
ONECOAST NETWORK (Stylized)	2236841	April 6, 1999
GLOBE LOGO	2246175 ✓	May 18, 1999
ONECOAST NETWORK WITH GLOBE LOGO	2246176 ✓	May 18, 1999

EXHIBIT D
MASK WORKS