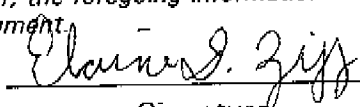


Form PTO-1594 (rev 3/1)		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U. S. Department of Commerce Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Toronto Dominion (Texas), Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - Delaware <input type="checkbox"/> Other Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and Address of receiving party(ies) General Electric Capital Corporation 120 Long Ridge Road Stamford, CT 06927 <input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation Delaware <input type="checkbox"/> Other <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>			
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: Assignment and Assumption of Security Agreement Execution Date: October 31, 2002					
4. Application number(s) or registration number(s): A. Trademark Application No(s). SEE ATTACHED		B. Trademark Registration No(s). SEE ATTACHED <small>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>			
5. Name and address of party to whom correspondence concerning document should be mailed: Elaine D. Ziff, Esq. SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP Four Times Square New York, New York 10036		6. Total number of applications/registrations involved: 35 7. Total fee (37 CFR 3.41) \$890 <input checked="" type="checkbox"/> All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 550100/8)			
		8. Deposit Account No. 19-2385			
DO NOT USE THIS SPACE					
9. Statement and signature. <i>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.</i> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <u>Elaine D. Ziff</u> Name </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> <u>November 1, 2002</u> Date </div> </div>					
Total number of pages including cover sheet, attachments, and document: 8					

CONTINUATION OF ITEM 4. Application Numbers or Registration Numbers

A. Trademark Application Nos.	B. Trademark Registration Nos.
75354387	2578981
75929372	2582583
75696492	2176085
75694346	2092491
	2041712
	2041713
	2041709
	2041710
	2041711
	2358268
	2418311
	2023113
	2417216
	2417217
	2481456
	2443930
	2533341
	2511590
	2499534
	2188295
	2201047
	2254529
	2327714
	2287182
	2308366
	2332557
	2305617
	2328796
	2428480
	2428407
	2435186

ASSIGNMENT AND ASSUMPTION OF SECURITY INTEREST

This ASSIGNMENT AND ASSUMPTION OF SECURITY INTEREST is effective as of this 31 day of October, 2002, and is by and between Toronto Dominion (Texas), Inc., a Delaware corporation, located at 909 Fannin, Suite 1700, Houston, Texas 77010 ("Assignor"), as administrative agent under the Credit and Guaranty Agreement, dated February 15, 2000 (the "Credit Agreement"), among Allegiance Telecom Inc., various subsidiaries thereof, and Allegiance Telecom Company Worldwide and General Electric Capital Corporation, located at 120 Long Ridge Road, Stamford, Connecticut 06927 ("Assignee"), one of the Lenders (as defined in the Credit Agreement) under the Credit Agreement. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Security Agreement (as defined below).

WHEREAS, in connection with the Credit Agreement, the parties thereto entered into a Pledge and Security Agreement, dated as of February 15, 2000 (the "Security Agreement"), and Pledge Supplements, dated as of September 17, 2001 and dated as of April 10, 2002 (collectively, the "Pledge Supplements"), pursuant to which the Grantors, and certain additional grantors which have become subsidiaries of Allegiance Telecom, Inc. since the effective date of the Security Agreement, granted to Assignor in order to, a security interest in all of their respective right, title and interest in and to various Collateral, including Intellectual Property and, in particular, including (i) the United States trademarks, trademark registrations and trademark applications set forth on Schedule A hereto (collectively, the "Trademarks"), along with the goodwill of the grantor's business symbolized and associated with such Trademarks, and (ii) the United States registered copyrights set forth in Schedule B hereto (collectively, the "Copyrights");

WHEREAS, (i) the Security Agreement was recorded in the United States Patent and Trademark Office (the "PTO") against certain Trademarks on April 17, 2000 at Reel 2068/Frame 0288, Reel 2068/Frame 0337, and Reel 2068/Frame 0385, and on October 17, 2002, at Reel 2562/0545; and (ii) the Pledge Supplements were recorded in the PTO against certain Trademarks on September 26, 2001 at Reel 2335/Frame 0510, Reel 2335/Frame 0521, Reel 2335/Frame 0535, Reel 2335/Frame 0546, Reel 2335/Frame 0558, and Reel 2335/Frame 0569, and on April 30, 2002, at Reel 2457/Frame 0517, and were recorded in the United States Copyright Office against the Copyrights on September 27, 2001 at Volume 003474/Page 552 and at Volume 003474/Page 553;

WHEREAS, Assignor no longer desires to serve in the capacity of Administrative Agent under the Credit Agreement and as Secured Party under the Security Agreement, and is resigning its positions as Administrative Agent and Secured Party respectively thereunder; and

WHEREAS, Assignee is willing and able to serve as Administrative Agent under the Credit Agreement and as Secured Party under the Security Agreement, has received the requisite Lender approval, and has met the other requirements for a successor (i)

Administrative Agent that are set forth in Section 9.7 of the Credit Agreement and (ii) Secured Party that are set forth in Section 8 of the Security Agreement.

NOW, THEREFORE, in consideration of the premises, and the agreements, provisions and covenants herein contained, the Assignor and Assignee agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest under the Credit Agreement, the Security Agreement (including the Pledge Supplements), including the security interests in the Collateral pledged thereunder.

2. Assignee hereby accepts the foregoing assignment and assumes the obligations of Assignor under the Credit Agreement and the Security Agreement (including the Pledge Supplements), on and after the date hereof.

3. This ASSIGNMENT AND ASSUMPTION OF SECURITY INTEREST shall be governed by and construed in accordance with the laws applicable to the Credit Agreement.

[Remainder of the page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have affixed their names as of the date first above written.

TORONTO DOMINION (TEXAS), INC.
("Assignor")

By: 
Name: _____
Title: _____
NEVA NESBITT
VICE PRESIDENT

GENERAL ELECTRIC CAPITAL
CORPORATION
("Assignee")

By: _____
Name: _____
Title: _____

OCT. 31. 2002 3:51PM SFG DOMESTIC EXECUTION

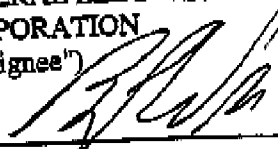
NO. 570 P. 2/4

IN WITNESS WHEREOF, the parties hereto have affixed their names as of the date first above written.

TORONTO DOMINION (TEXAS), INC.
("Assignor")

By: _____
Name: _____
Title: _____

GENERAL ELECTRIC CAPITAL
CORPORATION
("Assignee")

By:  _____
Name: BRIAN P. WARD
Title: MANAGER OPERATIONS

SCHEDULE A TO ASSIGNMENT AND ASSUMPTION OF SECURITY INTEREST

TRADEMARKS

Mark	Registr. No. (Serial No.)	Registration Date (Application Date)	Owner
ALLEGIANCE COMMUNICATIONS	(75-354,387)	(September 10, 1997)	Allegiance Telecom, Inc. (Delaware corp.)
ALLEGIANCE TELECOM	2,578,981	June 11, 2002	Allegiance Telecom, Inc. (Delaware corp.)
ALLEGIANCE TELECOM, INC. and Design	2,582,583	June 18, 2002	Allegiance Telecom, Inc. (Delaware corp.)
CONNECTNET	2,176,085	July 28, 1998	Allegiance Telecom Company Worldwide (Delaware corp.) by assignment from Connectnet, Inc. (Texas Corp.)
CONNECTNET	2,092,491	September 2, 1997	Allegiance Telecom Company Worldwide (Delaware corp.) by assignment from Connectnet, Inc. (Texas Corp.)
KIVEX	2,041,712	March 4, 1997	Kivex, Inc. (Delaware corp.)
KIVEX BRONZE	2,041,713	March 4, 1997	Kivex, Inc. (Delaware corp.)
KIVEX GOLD	2,041,709	March 4, 1997	Kivex, Inc. (Delaware corp.)
KIVEX PLATINUM	2,041,710	March 4, 1997	Kivex, Inc. (Delaware corp.)
KIVEX SILVER	2,041,711	March 4, 1997	Kivex, Inc. (Delaware corp.)
THE NEW WAY FOR BUSINESS TO CONNECT	2,358,268	June 13, 2000	Allegiance Telecom, Inc. (Delaware Corp.)
SUPERT	2,418,311	January 2, 2001	Allegiance Telecom, Inc. (Delaware Corp.)
I AMERICA and Design	2,023,113	December 17, 1996	Allegiance Telecom, Inc. (Delaware Corp.)
BUSINESSSPEED	2,417,216	January 2, 2001	Hosting.com, Inc. (Delaware corp.)
BUSINESSSPEED	2,417,217	January 2, 2001	Hosting.com, Inc. (Delaware corp.)
INTERNET@BUSINESSSPEED and Design	2,481,456	August 28, 2001	Hosting.com, Inc. (Delaware corp.)
INTERNET@BUSINESSSPEED and Design	2,443,930	April 17, 2001	Hosting.com, Inc. (Delaware corp.)
MXP	2,533,341	January 29, 2002	Hosting.com, Inc. (Delaware corp.)

Mark	Registr. No. (Serial No.)	Registration Date (Application Date)	Owner
BUSINESSBACKUP	(75/929,372)	(February 25, 2000)	Hosting.com, Inc. (Delaware corp.)
HARVARDNET	(75/696,492)	(April 30, 1999)	Hosting.com, Inc. (Delaware corp.)
HARVARDNET	(75/694,346)	(April 30, 1999)	Hosting.com, Inc. (Delaware corp.)
ADGRAFIX	2,511,590	November 27, 2001	Adgrafix Corporation (Massachusetts Corp.)
WEBSITEMANAGER	2,499,534	October 23, 2001	Adgrafix Corporation (Massachusetts Corp.)
IT COULDN'T BE SIMPLER (Stylized Letters)	2,188,295	September 8, 1998	Coast to Coast Telecommunications, Inc. (Delaware Corp.)
DESIGN ONLY (SEMI-CIRCLE WITH CURVED ARROW LOGO)	2,201,047	November 3, 1998	Coast to Coast Telecommunications, Inc. (Delaware Corp.)
COAST TO COAST	2,254,529	June 15, 1999	Coast to Coast Telecommunications, Inc. (Delaware Corp.)
INTERACCESS	2,327,714	March 14, 2000	Interaccess Co. (Illinois Corporation)
WEB GOLD	2,287,182	October 19, 1999	Interaccess Co. (Illinois Corporation)
WEB PLATINUM	2,308,366	January 18, 2000	Interaccess Co. (Illinois Corporation)
ARE YOU BANDWIDTH IMPAIRED?	2,332,557	March 21, 2000	Jump Point Communications (Texas Corp.)
JUMP POINT	2,305,617	January 4, 2000	Jump Point Communications (Texas Corp.)
JUMP.NET	2,328,796	March 14, 2000	Jump Point Communications (Texas Corp.)
VIRTUALIS	2,428,480	February 13, 2001	Virtualis Systems, Inc.
VIRTUALIS and Design	2,428,407	February 13, 2001	Virtualis Systems, Inc.
IMPOSSIBLY EASY	2,435,186	March 13, 2001	Virtualis Systems, Inc.

SCHEDULE B TO ASSIGNMENT AND ASSUMPTION OF SECURITY INTEREST
COPYRIGHTS

Title of Work	Reg. No.	Date Registered	Record Owner
THE XDNS DATABASE	TXU - 753-429	August 19, 1996	InterAccess Company
JUMP.NET	VAU - 485-590	February 22, 2000	Jump.net
SUFFERING BANDWIDTH ENTITY?	VAU - 486-687	February 22, 2000	Jump.net