

09-11-2002

9/11/02

Form PTO-1594

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(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

Tab settings

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

1. Name of conveying party(ies):

DATA COMMUNICATIONS 2000, INC., a California corporation

9-11-02

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Amended & Restated Guarantor Tradem
- Merger
- Change of Name

Execution Date: September 3, 2002

2. Name and address of receiving party(ies)

Name: FOOTHILL CAPITAL CORPORATION

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

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

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

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

Additional number(s) attached Yes No

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

Name: FEDERAL RESEARCH CORPORATION

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:

32

7. Total fee (37 CFR 3.41).....\$ 815.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Kimberly A. Lathrop
Name of Person Signing

Kimberly A. Lathrop
Signature

September 10, 2002
Date

Total number of pages including cover sheet, attachments, and document: 21

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

09/12/2002 6TON11 00000051 74252235

01 FC:481 40.00 DP
02 FC:482 775.00 DP

TRADEMARK
REEL: 002578 FRAME: 0911

Additional names of conveying parties:

NEXTIRAONE SOLUTIONS, LLC, a Delaware limited liability company
MILGO HOLDINGS CANADA, LLC, a Delaware limited liability company
NEXTIRAONE CANADA ULC, a company organized under the laws of the Province of Nova Scotia
TIMEPLEX, LLC, a Delaware limited liability company
TIMEPLEX CANADA INC., a corporation organized under the laws of Canada
NEXTIRAONE FEDERAL, LLC, a Delaware limited liability company
NEXTIRAONE NEW YORK, LLC, a Delaware limited liability company
NEXTIRAONE CALIFORNIA, L.P., a California limited liability company
WCS ACQUISITION II, LLC, a Delaware limited liability company

SCHEDULE A

Mark	Owner	Status	Country	Application Number	Registration Number	Application Date	Registration Date
Synchrony	Timeplex	Registered	MEXICO		640021	4/26/1996	1/31/2000
Timepac	Timeplex	Registered	HONG KONG		B2847/1991		7/20/1987
Timepac	Timeplex	Registered	IRELAND		121,243		9/1/1986
entréeLINK+	Ascom Timeplex Trading AG	Registered	SOUTH KOREA		281,704		12/17/1993
Synchrony	Ascom Timeplex Trading AG	Registered	ARGENTINA	2,039,619	1,639,980	6/14/1996	7/31/1997
Synchrony	Ascom Timeplex Trading AG	Registered	CANADA	696,879	446,866	1/14/1992	9/1/1995
Synchrony	Ascom Timeplex Trading AG	Registered	SWITZERLAND		429,789		4/23/1996
Synchrony	Ascom Timeplex Trading AG	Registered	USA	74/252,235	2,120,116	3/5/1992	12/9/1997
Time Lan	Ascom Timeplex Trading AG	Registered	CANADA		419,139		11/5/1993
Time/Lan	Ascom Timeplex Trading AG	Registered	INTERNATIONAL REGISTRATION [Austria, Benelux, China, Croatia, Russia, France, Hungary, Italy, Poland, Portugal, Czech Republic, Slovakia, Spain, Ukraine]		605,870		7/29/1993
Time/Lan	Ascom Timeplex Trading AG	Registered	SWITZERLAND		403,771		3/23/1993
Time/View	Ascom Timeplex Trading AG	Registered	INTERNATIONAL REGISTRATION [Austria, Benelux, China, Croatia, Russia, France, Hungary, Italy, Poland, Portugal, Czech Republic, Slovakia, Spain [Class 16 goods only], Ukraine]		605,871		7/29/1993
Timeplex	Ascom Timeplex Trading AG	Registered	ARGENTINA		1,428,354		3/31/1993
Timeplex	Ascom Timeplex Trading AG	Registered	DENMARK		3814-1981		
Timeplex Link/2+	Ascom Timeplex Trading AG	Registered	SOUTH KOREA	1992-034601	298,168	2/12/1992	9/14/1994
Express Switching (and design)	Ascom Timeplex, Inc.	Registered	USA	74/704,098	2,129,288	7/21/1995	1/13/1998
Extol	Milgo Solutions Ltd.	Registered	EUROPEAN UNION		000199877		6/16/1998

SCHEDULE A

Mark	Owner	Status	Country	Application Number	Registration Number	Application Date	Registration Date
OutLANder	Milgo Solutions Ltd.	Registered	USA		2,074,829		7/1/1997
CMS	Milgo Solutions, Inc.	Registered	USA		1,254,381		10/18/1983
CMS	Milgo Solutions, Inc.	Registered	USA		1,290,828		8/21/1984
Com-Link	Milgo Solutions, Inc.	Registered	USA		1,501,962		8/30/1988
Datamate	Milgo Solutions, Inc.	Registered	USA		2,157,364		6/12/1998
Excalibur	Milgo Solutions, Inc.	Registered	USA		1,617,383		10/16/1990
Excalibur	Milgo Solutions, Inc.	Registered	USA		1,696,803		6/23/1992
Excalibur	Milgo Solutions, Inc.	Registered	URUGUAY	265,221	234,044		3/25/1994
Fastframe	Milgo Solutions, Inc.	Registered	USA		2,083,239		7/29/1997
George	Milgo Solutions, Inc.	Registered	USA		1,340,418		6/11/1985
Interlan	Milgo Solutions, Inc.	Registered	USA		1,256,688		11/8/1983
Interlanlink	Milgo Solutions, Inc.	Registered	USA		1,853,509		9/13/1994
Internext	Milgo Solutions, Inc.	Registered	USA		1,859,487		10/25/1994
Omnimode	Milgo Solutions, Inc.	Registered	CANADA		316092		7/11/1986
Omnimode	Milgo Solutions, Inc.	Registered	USA		1,264,796		1/24/1984
Omnimux	Milgo Solutions, Inc.	Registered	USA		1,256,740		11/8/1983
Omnimux	Milgo Solutions, Inc.	Registered	USA		1,181,964		12/15/1981
Premnet	Milgo Solutions, Inc.	Registered	GERMANY		1182942		12/17/1991
Premnet	Milgo Solutions, Inc.	Registered	USA		1,644,747		5/14/1991
Premnet	Milgo Solutions, Inc.	Registered	UK		1428232		6/7/1990
RM	Milgo Solutions, Inc.	Registered	CANADA		338556		3/25/1988
RM	Milgo Solutions, Inc.	Registered	USA		1,548,009		7/18/1989
Winhub	Milgo Solutions, Inc.	Registered	USA		2,233,855		3/23/1999
Winhub	Milgo Solutions, Inc.	Registered	USA		2,233,855		3/23/1999
Winstak	Milgo Solutions, Inc.	Registered	USA		2,188,245		9/8/1998
Winstream	Milgo Solutions, Inc.	Registered	UK		371906		7/7/1998
E/Series	Timeplex	Registered	USA		1,301,387		10/23/1984
Elite One	Timeplex	Registered	USA		1,366,416		10/22/1985
Lineplexer	Timeplex	Registered	USA	73/254,731	1,183,563		12/29/1981
Link/1	Timeplex	Registered	USA	73/523,969	1,393,845	2/25/1985	5/20/1986
Link/2	Timeplex	Registered	USA	73/633,644	1,153,360	12/4/1986	11/22/1988
Link/2+	Timeplex	Registered	USA		1,792,448		9/14/1993
LPVS	Timeplex	Registered	CANADA		363,471		11/10/1989

SCHEDULE A

Mark	Owner	Status	Country	Application Number	Registration Number	Application Date	Registration Date
Omnimux	Timeplex	Registered	USA	73/393,487	1,256,740	9/29/1982	11/8/1983
Omnimux & Design	Timeplex	Registered	USA	73/289,801	1,181,964	12/15/1980	12/15/1981
Synchrony	Timeplex	Registered	AUSTRALIA	707,013	707,013	4/23/1996	11/28/1997
Synchrony	Timeplex	Registered	AUSTRALIA		A570720		1/15/1992
Synchrony	Timeplex	Registered	EUROPEAN UNION		000312553		4/3/1996
Synchrony	Timeplex	Registered	INTERNATIONAL REGISTRATION [CHINA]		662,013		8/22/1996
Synchrony	Timeplex	Registered	JAPAN	8-45048	4,140,806	4/24/1996	5/1/1998
Synchrony	Timeplex	Registered	NEW ZEALAND		215583	1/13/1992	1/13/1992
Synchrony	Timeplex	Registered	SOUTH AFRICA		96/05304	1/13/1992	4/22/1996
Time/View	Timeplex	Registered	SWITZERLAND		403,772		3/22/1993
Timepac	Timeplex	Registered	AUSTRALIA		A452554		9/29/1988
Timepac	Timeplex	Registered	CANADA		336,865		2/5/1988
Timepac	Timeplex	Registered	SWITZERLAND		357,725		8/5/1987
Timepac	Timeplex	Registered	USA		1,539,003		5/16/1989
Timeplex	Timeplex	Registered	AUSTRALIA		A339,505		10/27/1979
Timeplex	Timeplex	Registered	BENELUX		362,838		10/16/1979
Timeplex	Timeplex	Registered	BRAZIL		800042360		1/3/1984
Timeplex	Timeplex	Registered	CANADA		676,068		5/6/1994
Timeplex	Timeplex	Registered	FRANCE		99829477		12/16/1999
Timeplex	Timeplex	Registered	GERMANY		1,000,662		10/19/1979
Timeplex	Timeplex	Registered	GREAT BRITAIN		1,204,496		10/3/1983
Timeplex	Timeplex	Registered	MEXICO		301,436		8/6/1984
Timeplex	Timeplex	Registered	SWITZERLAND		306,063		10/22/1980
Timeplex	Timeplex	Registered	USA		959,806		5/29/1973
Timeplex	Timeplex	Registered	GREAT BRITAIN		1,271,735		7/19/1986
Timeplexer	Timeplex	Registered	GREAT BRITAIN		1,204,497		10/3/1983
Time/Lan	Canada Inc.	Registered	CANADA		425,212		3/18/1994

**AMENDED AND RESTATED GUARANTOR
TRADEMARK SECURITY AGREEMENT**

This **AMENDED AND RESTATED GUARANTOR TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of September 3, 2002, is made by and among **DATA COMMUNICATIONS 2000, INC.**, a California corporation, **NEXTIRAONE SOLUTIONS, LLC**, a Delaware limited liability company, **MILGO HOLDINGS CANADA, LLC**, a Delaware limited liability company, **NEXTIRAONE CANADA ULC**, a company organized under the laws of the Province of Nova Scotia, **TIMEPLEX, LLC**, a Delaware limited liability company, **TIMEPLEX CANADA INC.**, a corporation organized under the laws of Canada, **NEXTIRAONE FEDERAL, LLC**, a Delaware limited liability company, **NEXTIRAONE NEW YORK LLC**, a Delaware limited liability company, **NEXTIRAONE CALIFORNIA, L.P.**, a California limited partnership, and **WCS ACQUISITION II, LLC**, a Delaware limited liability company (each a "Guarantor" and collectively "Guarantors") in favor of **FOOTHILL CAPITAL CORPORATION**, a California corporation, as the arranger and administrative agent for the Lenders ("Secured Party"), with reference to the following:

RECITALS

WHEREAS, Borrower, the lenders that are signatories thereto, and Secured Party entered into that certain Loan and Security Agreement, dated as of April 2, 2001 (as amended from time to time, the "Existing Loan Agreement"), pursuant to which Secured Party made certain financial accommodations to Borrower, and pursuant to which Borrower granted to Secured Party security interests in (among other things) certain of the general intangibles of Borrower;

WHEREAS, Borrower, the lenders that are signatories thereto, and Secured Party desire to amend and restate the Existing Loan Agreement in its entirety as provided in that certain Amended and Restated Loan and Security Agreement of even date herewith (the "Loan Agreement");

WHEREAS, in order to induce Secured Party to extend financial accommodations to Borrower pursuant to the Loan Agreement and in consideration thereof, and in consideration of any loans or other financial accommodations heretofore or hereafter extended by Secured Party to Borrower, whether pursuant to the Loan Agreement or otherwise, each Guarantor has agreed to amend and restate the Existing Guarantor Trademark Security Agreement (defined below) in its entirety as provided herein; and

WHEREAS, pursuant to the Loan Agreement and as one of the conditions to the obligations of Secured Party under the Loan Agreement, each Guarantor has agreed to execute and deliver this Agreement to Secured Party for filing with the PTO and with any other relevant recording systems in any domestic jurisdiction, and as further evidence of and to effectuate Secured Party's existing security interest in each Guarantor's copyrights and other general intangibles described herein.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, each Guarantor hereby agrees in favor of Secured Party as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Borrower" shall have the meaning ascribed to such term in the Loan Agreement.

"Existing Guarantor Trademark Security Agreement" means the guarantor trademark security agreement entered into by the guarantors which are signatory thereto and Secured Party in connection with the Existing Loan Agreement and of even date therewith.

"Existing Loan Agreement" shall have the meaning ascribed to such term in the recitals to this Agreement.

"Guarantor" and "Guarantors" shall have the meaning ascribed to such terms in the recitals to this Agreement.

"Loan Agreement" shall have the meaning ascribed to such term in the recitals to this Agreement.

"Proceeds" means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including "proceeds" as defined at §9-306 of the Code, all insurance proceeds and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of any and each Guarantor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of any Guarantor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to any Guarantor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any Person.

"PTO" means the United States Patent and Trademark Office and any successor thereto.

"Secured Party" shall have the meaning ascribed to such term in the introductory paragraph of this Agreement.

“Secured Obligations” shall mean, with respect to each Guarantor, all liabilities, obligations, or undertakings owing by such Guarantor to the Lender Group of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Loan Agreement, any of the other Loan Documents, or this Agreement, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest (including interest that accrues after the filing of a case under the Bankruptcy Code) and any and all costs, fees (including attorneys fees), and expenses which Borrower is required to pay pursuant to any of the foregoing, by law, or otherwise.

“Trademark Collateral” has the meaning set forth in Section 2.

“Trademarks” has the meaning set forth in Section 2.

“United States” and “U.S.” each mean the United States of America.

(b) Terms Defined in the Code. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the Code.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words “hereof,” “herein,” “hereto,” “hereunder” and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation.”

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings assigned to them in the Loan Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement and the Loan Agreement, it is the intention of the parties hereto that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Loan Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of any Guarantor and supplemental rights and remedies in favor of Secured Party (whether under New York law or applicable federal law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict in the Loan Agreement.

2. Security Interest.

(a) Assignment and Grant of Security in respect of the Secured Obligations. To secure their respective Secured Obligations, each Guarantor hereby grants, assigns, transfers and conveys to Secured Party for the benefit of the Lender Group a continuing security interest in certain of each such Guarantor's right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"):

(i) all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by such Guarantor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of the applicable Guarantor or in the name Secured Party for the benefit of the Lender Group for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Guarantors' business symbolized by the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing.

(b) Continuing Security Interest. Each Guarantor hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 18.

(c) Incorporation into Loan Agreement. This Agreement shall be fully incorporated into the Loan Agreement and all understandings, agreements and provisions contained in the Loan Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Loan Agreement.

(d) Licenses. Anything in the Loan Agreement or this Agreement to the contrary notwithstanding, each Guarantor may grant non-exclusive licenses of the Trademark Collateral (subject to the security interest (if any) of Secured Party) in the ordinary course of business consistent with past practice.

3. Further Assurances; Appointment of Secured Party as Attorney-in-Fact.

Each Guarantor at its expense shall execute and deliver, or cause to be executed and delivered, to Secured Party and all documents and instruments, in form and substance reasonably satisfactory to Secured Party, and take any and all action, which Secured Party may reasonably request from time to time, to perfect and continue perfected, maintain the priority of or provide notice of the security interest in the Trademark Collateral held by Secured Party and to accomplish the purposes of this Agreement. If any Guarantor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Secured Party in accordance with the foregoing, Secured Party shall have the right, in the name of such Guarantor, or in the name of Secured Party or otherwise, without notice to or assent by such Guarantor, and each Guarantor hereby irrevocably constitutes and appoints Secured Party (and any of Secured Party's officers or employees or agents designated by Secured Party) as such Guarantor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of such Guarantor on all or any of such documents or instruments and perform all other acts that Secured Party reasonably deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of the security interest in the Trademark Collateral held by Secured Party, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of such Guarantor, which Secured Party reasonably may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) after the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) after the occurrence and during the continuation of any Event of Default, to assert or retain any rights under any license agreement for any of the Trademark Collateral,

and (C) after the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for Secured Party to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 18.

4. Representations and Warranties. Each Guarantor represents and warrants to Secured Party to the best of its knowledge, information, and belief, as follows:

(a) No Other Trademarks. Schedule A sets forth, as of the Closing Date, a true and correct list of all of the existing Trademarks that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) and used by such Guarantor.

(b) Trademarks Subsisting. Each of the Trademarks listed in Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of Guarantor's knowledge, each of the Trademarks is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. (i) Guarantor has rights in and good and defensible title to the existing Trademark Collateral, (ii) with respect to the Trademark Collateral shown on Schedule A hereto as owned by it, Guarantor is the sole and exclusive owner thereof, free and clear of any Liens and rights of others (other than the security interest created hereunder and other than Permitted Liens), including licenses, registered user agreements and covenants by Guarantor not to sue third persons, and (iii) with respect to any Trademarks for which Guarantor is either a licensor or a licensee pursuant to a license or licensee agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, Guarantor is not in material default of any of its obligations thereunder and, (i) other than the parties to such licenses or licensing agreements, or (ii) in the case of any non-exclusive license or license agreement entered into by Guarantor or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by Guarantor or any such licensor with any other Person, no other Person has any rights in or to any of the Trademark Collateral. To the best of Guarantor's knowledge, the past, present and contemplated future use of the Trademark Collateral by Guarantor has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person.

(d) No Infringement. To the best of Guarantor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person.

(e) Powers. Guarantor has the unqualified right, power and authority to pledge and to grant to Secured Party security interests in all of the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance

with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. So long as this Agreement shall be in effect each Guarantor agrees that it will comply with all of the covenants, terms and provisions of this Agreement, and each such Guarantor will promptly give Secured Party written notice of the occurrence of any event that could have a material adverse effect on any of the Trademarks or the Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which such Guarantor is a licensee.

6. Future Rights. For so long as this Agreement shall be in effect, if and when any Guarantor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and the applicable Guarantor shall give to Secured Party prompt notice thereof. Each Guarantor shall do all things reasonably deemed necessary or advisable by Secured Party to ensure the validity, perfection, priority and enforceability of the security interests of Secured Party for the benefit of the Lender Group in such future acquired Trademark Collateral. If any Guarantor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Secured Party in connection herewith, each Guarantor hereby authorizes Secured Party to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on such Guarantor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Duties of Secured Party. Notwithstanding any provision contained in this Agreement, Secured Party shall not have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to the Guarantors or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Secured Party hereunder or in connection herewith, Secured Party shall not have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Events of Default. The occurrence of any Event of Default under the Loan Agreement, or any other Loan Document, as applicable, shall constitute an Event of Default hereunder.

9. Remedies. From and after the occurrence and during the continuation of an Event of Default, Secured Party shall have all rights and remedies available to it under the Loan Agreement as applicable, and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral, the Collateral, or any other collateral. Each Guarantor hereby agrees that such rights and remedies include the right of Secured Party to sell or otherwise dispose of the Trademark Collateral, the Collateral, or any other collateral after default, pursuant to §9-504 of the Code. Each Guarantor hereby agrees that Secured Party shall at all times have such royalty-free licenses, to the extent permitted by law, for any Trademark Collateral that is reasonably

necessary to permit the exercise of any of the rights or remedies of Secured Party upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of such Guarantor in which Secured Party has a security interest, including the rights of Secured Party to sell inventory, tooling or packaging which is acquired by such Guarantor (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Secured Party shall have the right but shall in no way be obligated to bring suit, or to take such other action as Secured Party deems necessary or advisable, in the name of any Guarantor or Secured Party to enforce or protect any of the Trademark Collateral, in which event any such Guarantor shall, at the request of Secured Party, do any and all lawful acts and execute any and all documents required by Secured Party in aid of such enforcement. To the extent that Secured Party shall elect not to bring suit to enforce such Trademark Collateral, the applicable Guarantor, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by each of the Guarantors and Secured Party and their respective successors and assigns.

11. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the federal laws of the United States of America and the laws of the State of New York.

13. Entire Agreement; Amendment. This Agreement and the Loan Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties as provided in the Loan Agreement. Notwithstanding the foregoing, Secured Party may reexecute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

15. 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.

16. Loan Agreement. Each Guarantor acknowledges that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement or the Guarantor Security Agreement, as applicable, and all such rights and remedies are cumulative.

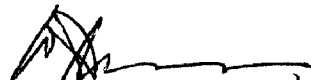
17. No Inconsistent Requirements. Each Guarantor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and such Guarantor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms. Each Guarantor agrees that, to the extent of any conflict between the provisions of this Agreement and the Loan Agreement the provisions of the Loan Agreement shall govern.

18. Termination. Upon the payment and performance in full in cash of the Obligations, including the cash collateralization, expiration, or cancellation of all Obligations, if any, consisting of letters of credit, and the full and final termination of any commitment to extend any financial accommodations under the Loan Agreement, this Agreement shall terminate, and Secured Party shall execute and deliver such documents and instruments and take such further action reasonably requested by Guarantors, at Guarantors' expense, as shall be necessary to evidence termination of the security interest granted by Guarantors to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.


[Signature page follows]

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


DATA COMMUNICATIONS 2000, INC., a
California corporation

By: 
Name: John Wilson
Title: VP


NEXTIRAONE SOLUTIONS, LLC, a
Delaware limited liability company

By: 
Name: John Wilson
Title: VP

MILGO HOLDINGS CANADA, LLC, a
Delaware limited liability company

By: 
Name: John Wilson
Title: VP

NEXTIRAONE CANADA ULC, a company
organized under the laws of the Province of Nova
Scotia

By: 
Name: John Wilson
Title: VP

TIMEPLEX, LLC, a Delaware limited liability company

By: _____
Name: Johnson
Title: _____

TIMEPLEX CANADA INC., a corporation organized under the laws of Canada

By: _____
Name: Johnson
Title: _____

NEXTIRAONE FEDERAL, LLC, a Delaware limited liability company

By: _____
Name: Johnson
Title: _____


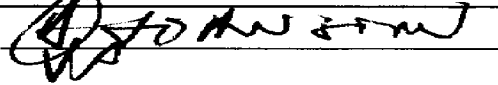
NEXTIRAONE NEW YORK LLC, a Delaware limited liability company

By: _____
Name: Johnson
Title: _____


WCS ACQUISITION II, LLC, a Delaware limited liability company

By: _____
Name: Johnson
Title: _____

**NEXTIRAONE CALIFORNIA, L.P., a
California limited partnership**

By: 
Name: 
Title: _____

FOOTHILL CAPITAL CORPORATION,
a California corporation, as arranger and
administrative agent

By: 
Name: William Shiao
Title: Senior Vice President

SCHEDULE A

Mark	Owner	Status	Country	Application Number	Registration Number	Application Date	Registration Date
Synchrony	Timeplex	Registered	MEXICO		640021	4/26/1996	1/31/2000
Timepac	Timeplex	Registered	HONG KONG		B2847/1991		7/20/1987
Timepac	Timeplex	Registered	IRELAND		121,243		9/1/1986
entréeLINK+	Ascom Timeplex Trading AG	Registered	SOUTH KOREA		281,704		12/17/1993
Synchrony	Ascom Timeplex Trading AG	Registered	ARGENTINA	2,039,619	1,639,980	6/14/1996	7/31/1997
Synchrony	Ascom Timeplex Trading AG	Registered	CANADA	696,879	446,866	1/14/1992	9/1/1995
Synchrony	Ascom Timeplex Trading AG	Registered	SWITZERLAND		429,789		4/23/1996
Synchrony	Ascom Timeplex Trading AG	Registered	USA	74/252,235	2,120,116	3/5/1992	12/9/1997
Time Lan	Ascom Timeplex Trading AG	Registered	CANADA		419,139		11/5/1993
Time/Lan	Ascom Timeplex Trading AG	Registered	INTERNATIONAL REGISTRATION [Austria, Benelux, China, Croatia, Russia, France, Hungary, Italy, Poland, Portugal, Czech Republic, Slovakia, Spain, Ukraine]		605,870		7/29/1993
Time/Lan	Ascom Timeplex Trading AG	Registered	SWITZERLAND		403,771		3/23/1993
Time/View	Ascom Timeplex Trading AG	Registered	INTERNATIONAL REGISTRATION [Austria, Benelux, China, Croatia, Russia, France, Hungary, Italy, Poland, Portugal, Czech Republic, Slovakia, Spain [Class 16 goods only], Ukraine]		605,871		7/29/1993
Timeplex	Ascom Timeplex Trading AG	Registered	ARGENTINA		1,428,354		3/31/1993
Timeplex	Ascom Timeplex Trading AG	Registered	DENMARK		3814-1981		
Timeplex Link/2+	Ascom Timeplex Trading AG	Registered	SOUTH KOREA	1992-034601	298,168	12/12/1992	9/14/1994
Express Switching (and design)	Ascom Timeplex, Inc.	Registered	USA	74/704,098	2,129,288	7/21/1995	1/13/1998
Extol	Milgo Solutions Ltd.	Registered	EUROPEAN UNION		000199877		6/16/1998

SCHEDULE A

Mark	Owner	Status	Country	Application Number	Registration Number	Application Date	Registration Date
OutLANder	Milgo Solutions Ltd.	Registered	USA		2,074,829		7/1/1997
CMS	Milgo Solutions, Inc.	Registered	USA		1,254,381		10/18/1983
CMS	Milgo Solutions, Inc.	Registered	USA		1,290,828		8/21/1984
Com-Link	Milgo Solutions, Inc.	Registered	USA		1,501,962		8/30/1988
Datamate	Milgo Solutions, Inc.	Registered	USA		2,157,364		6/12/1998
Excalibur	Milgo Solutions, Inc.	Registered	USA		1,617,383		10/16/1990
Excalibur	Milgo Solutions, Inc.	Registered	USA		1,696,803		6/23/1992
Excalibur	Milgo Solutions, Inc.	Registered	URUGUAY	265,221	234,044		3/25/1994
Fastframe	Milgo Solutions, Inc.	Registered	USA		2,083,239		7/29/1997
George	Milgo Solutions, Inc.	Registered	USA		1,340,418		6/11/1985
Interlan	Milgo Solutions, Inc.	Registered	USA		1,256,688		11/8/1983
Interlanlink	Milgo Solutions, Inc.	Registered	USA		1,853,509		9/13/1994
Internext	Milgo Solutions, Inc.	Registered	USA		1,859,487		10/25/1994
Omnimode	Milgo Solutions, Inc.	Registered	CANADA		316092		7/11/1986
Omnimode	Milgo Solutions, Inc.	Registered	USA		1,264,796		1/24/1984
Omnimux	Milgo Solutions, Inc.	Registered	USA		1,256,740		11/8/1983
Omnimux	Milgo Solutions, Inc.	Registered	USA		1,181,964		12/15/1981
Premnet	Milgo Solutions, Inc.	Registered	GERMANY		1182942		12/17/1991
Premnet	Milgo Solutions, Inc.	Registered	USA		1,644,747		5/14/1991
Premnet	Milgo Solutions, Inc.	Registered	UK		1428232		6/7/1990
RM	Milgo Solutions, Inc.	Registered	CANADA		338556		3/25/1988
RM	Milgo Solutions, Inc.	Registered	USA		1,548,009		7/18/1989
Winhub	Milgo Solutions, Inc.	Registered	USA		2,233,855		3/23/1999
Winhub	Milgo Solutions, Inc.	Registered	USA		2,233,855		3/23/1999
Winstak	Milgo Solutions, Inc.	Registered	USA		2,188,245		9/8/1998
Winstream	Milgo Solutions, Inc.	Registered	UK		371906		7/7/1998
E/Series	Timeplex	Registered	USA		1,301,387		10/23/1984
Elite One	Timeplex	Registered	USA		1,366,416		10/22/1985
Lineplexer	Timeplex	Registered	USA	73/254,731	1,183,563		12/29/1981
Link/1	Timeplex	Registered	USA	73/523,969	1,393,845	2/25/1985	5/20/1986
Link/2	Timeplex	Registered	USA	73/633,644	1,153,360	12/4/1986	11/22/1988
Link/2+	Timeplex	Registered	USA		1,792,448		9/14/1993
LPVS	Timeplex	Registered	CANADA		363,471		11/10/1989

SCHEDULE A

Mark	Owner	Status	Country	Application Number	Registration Number	Application Date	Registration Date
Omnimux	Timeplex	Registered	USA	73/393,487	1,256,740	9/29/1982	11/8/1983
Omnimux & Design	Timeplex	Registered	USA	73/289,801	1,181,964	12/15/1980	12/15/1981
Synchrony	Timeplex	Registered	AUSTRALIA	707,013	707,013	4/23/1996	11/28/1997
Synchrony	Timeplex	Registered	AUSTRALIA		A570720		1/15/1992
Synchrony	Timeplex	Registered	EUROPEAN UNION		000312553		4/3/1996
Synchrony	Timeplex	Registered	INTERNATIONAL REGISTRATION [CHINA]		662.013		8/22/1996
Synchrony	Timeplex	Registered	JAPAN	8-45048	4,140,806	4/24/1996	5/1/1998
Synchrony	Timeplex	Registered	NEW ZEALAND		215583	1/13/1992	1/13/1992
Synchrony	Timeplex	Registered	SOUTH AFRICA		96/05304	1/13/1992	4/22/1996
Time/View	Timeplex	Registered	SWITZERLAND		403,772		3/22/1993
Timepac	Timeplex	Registered	AUSTRALIA		A452554		9/29/1988
Timepac	Timeplex	Registered	CANADA		336,865		2/5/1988
Timepac	Timeplex	Registered	SWITZERLAND		357,725		8/5/1987
Timepac	Timeplex	Registered	USA		1,539,003		5/16/1989
Timeplex	Timeplex	Registered	AUSTRALIA		A339,505		10/27/1979
Timeplex	Timeplex	Registered	BENELUX		362,838		10/16/1979
Timeplex	Timeplex	Registered	BRAZIL		800042360		1/3/1984
Timeplex	Timeplex	Registered	CANADA		676,068		5/6/1994
Timeplex	Timeplex	Registered	FRANCE		99829477		12/16/1999
Timeplex	Timeplex	Registered	GERMANY		1,000,662		10/19/1979
Timeplex	Timeplex	Registered	GREAT BRITAIN		1,204,496		10/3/1983
Timeplex	Timeplex	Registered	MEXICO		301,436		8/6/1984
Timeplex	Timeplex	Registered	SWITZERLAND		306,063		10/22/1980
Timeplex	Timeplex	Registered	USA		959,806		5/29/1973
Timeplex	Timeplex	Registered	GREAT BRITAIN		1,271,735		7/19/1986
Timeplexer	Timeplex	Registered	GREAT BRITAIN		1,204,497		10/3/1983
Time/Lan	Timeplex Canada Inc.	Registered	CANADA		425,212		3/18/1994