

09-11-2002

9/11/02

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

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

1. Name of conveying party(ies):
NEXTIRAONE, LLC, a Delaware limited liability company *9-11-02*

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

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Amended & Restated Trademark Sec Ag

Execution Date: September 3, 2002

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: 41

7. Total fee (37 CFR 3.41)..... \$ 290.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
Kimberley A. Lathrop *Kimberley A. Lathrop* September 10, 2002
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 15

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 00000050 76344602

01 FC:441 40.00 OP
02 FC:442 250.00 OP

TRADEMARK
REEL: 002578 FRAME: 0932

SCHEDULE A

Mark	Owner	Status	Country	Application Number	Registration Number	Application Date	Registration Date
E-VERYTHING	WILLIAMS COMMUNICATIONS SOLUTIONS	ABANDONED	MEXICO				
E-VERYTHING	WILLIAMS COMMUNICATIONS SOLUTIONS	ABANDONED	MEXICO				
E-VERYTHING FOR YOUR BUSINESS COMMUNICATIONS NEEDS	WILLIAMS COMMUNICATIONS, INC.	ABANDONED	MEXICO				
CONVERGENCECARE	NEXTIRAONE, LLC	FILED	USA	76/344,602		12/3/2001	
APPLICARE	NEXTIRAONE, LLC	FILED	USA	78/147,248		7/24/2002	
CONXUS	NEXTIRAONE, LLC	FILED	USA	75/283,075		4/28/1997	
DIALECT	WILLIAMS COMMUNICATIONS SOLUTIONS	FILED	CANADA	1,020,963			
E-VERYTHING	WILLIAMS COMMUNICATIONS SOLUTIONS	FILED	MEXICO	459,895			
NEXTIRAONE	NEXTIRAONE, LLC	FILED	USA	78/086,588		10/2/2001	
NEXTIRAONE & DESIGN	NEXTIRAONE, LLC	FILED	USA	76/379,381		3/6/2002	
NEXTIRAONE	NEXTIRAONE, LLC	FILED	CANADA	1,136,216		4/2/2002	
NEXTIRAONE	NEXTIRAONE, LLC	FILED	MEXICO	549,767		6/3/2002	
NEXTIRAONE	NEXTIRAONE, LLC	FILED	MEXICO	549,768		6/3/2002	
NEXTIRAONE	NEXTIRAONE, LLC	FILED	EUROPEAN COMMUNITY	2,579,134		2/15/2002	
NEXTIRAONE	NEXTIRAONE, LLC	FILED	CZECH REPUBLIC	177,044		2/22/2002	
NEXTIRAONE	NEXTIRAONE, LLC	FILED	HUNGARY	M02 00833		2/18/2002	
NEXTIRAONE	NEXTIRAONE, LLC	FILED	POLAND	Z-246,702		2/20/2002	
NEXTIRAONE	NEXTIRAONE, LLC	FILED	SLOVAKIA	POZ 0442-2002		2/15/2002	
NEXTIRAONE	NEXTIRAONE, LLC	FILED	SWITZERLAND	01711/2002		2/25/2002	
NEXTIRAONE	NEXTIRAONE, LLC	FILED	TURKEY	2002/004407		2/14/2002	
WEB'N'FLOW	NEXTIRAONE, LLC	FILED	USA	78/147,239		7/24/2002	
DIALECT ADVANTAGE	NEXTIRAONE, LLC	NOT FILED					
DIALECT CRM LINK	NEXTIRAONE, LLC	NOT FILED					
INTERSYS	INTERSYS MEXICO, S.A DE C.V.	REGISTERED	MEXICO	102640	401913	12/7/1990	12/7/2000
ACTIVECONNECT	NEXTIRAONE, LLC	REGISTERED	CANADA	896,405	TMA531,285		8/6/2000
ACTIVECONNECT	WILLIAMS COMMUNICATIONS SOLUTIONS	REGISTERED	USA	75/491,849	2,257,177	5/28/1998	6/9/1999
CNG	CNG COMPUTER NETWORKING GROUP INC	REGISTERED	CANADA	852,267	TMA496,779	7/29/1997	6/9/1998
CNG & DESIGN	CNG COMPUTER NETWORKING GROUP INC.	REGISTERED	CANADA	775,242	TMA455,092	2/10/1995	3/8/1996
DIALECT	WILLIAMS COMMUNICATIONS SOLUTIONS	REGISTERED	USA	75/539,133	2,281,508	8/19/1998	9/8/1999
E-VERYTHING	WILLIAMS COMMUNICATIONS SOLUTIONS	REGISTERED	USA	76/063,620	2,475,613	5/26/2000	8/5/2001
E-VERYTHING FOR YOUR BUSINESS COMMUNICATIONS NEEDS	WILLIAMS COMMUNICATIONS, INC.	REGISTERED	USA	76/063,621	2,482,080	5/26/2000	8/8/2001
E-VERYTHING FOR YOUR BUSINESS COMMUNICATIONS NEEDS	WILLIAMS COMMUNICATIONS, INC.	REGISTERED	MEXICO	459,896	691,397		11/24/2000
E-VERYTHING FOR YOUR BUSINESS COMMUNICATIONS NEEDS	WILLIAMS COMMUNICATIONS, INC.	REGISTERED	MEXICO	459,894	691,396		11/24/2000
SOFTIRON	WILLIAMS COMMUNICATIONS SOLUTIONS	REGISTERED	USA	75/119,019	2,115,465		11/25/1997

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This **AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement"), dated as of September 3, 2002, is made by **NEXTIRAONE, LLC**, a Delaware limited liability company ("Borrower"), in favor of **FOOTHILL CAPITAL CORPORATION**, a California corporation ("Secured Party"), with reference to the following:

WHEREAS, Debtor 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 agreed to make certain financial accommodations to Debtor, and pursuant to which Debtor granted to Secured Party security interests in (among other things) all general intangibles of Debtor.

WHEREAS, Debtor 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, pursuant to the Existing Loan Agreement and as one of the conditions to the obligations of Secured Party under the Existing Loan Agreement, Debtor agreed to execute and deliver a Trademark Security Agreement, dated as of April 2, 2001 ("Existing Trademark Security Agreement"), to Secured Party for filing with the United States Patent and Trademark Office and with any other relevant recording systems in any domestic jurisdiction, and as further evidence of and to effectuate Secured Party's existing security interests in the trademarks and other general intangibles described herein; and

WHEREAS, pursuant to the Loan Agreement and as one of the conditions to the obligations of the Secured Party under the Loan Agreement, Debtor has agreed to amend and restate the Existing Trademark Security Agreement in its entirety as provided herein.

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

1. Definitions; Interpretation.

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

"Borrower" shall have the meaning ascribed to such term in the preamble to this Trademark Security Agreement.

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

“Existing Trademark Security Agreement” means the trademark security agreement entered into by Borrower and Secured Party in connection with the Existing Loan Agreement and of even date therewith.

“Loan Agreement” shall have the meaning ascribed to such term in the recitals to this Trademark Security 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 Code section 9306, 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 Borrower, 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 Borrower 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 Borrower 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 Obligations” shall mean, with respect to Borrower, all liabilities, obligations, or undertakings owing by Borrower 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 Trademark Security 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.

“Secured Party” shall have the meaning ascribed to such term in the preamble of this Trademark Security Agreement.

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

“Trademark Security Agreement” shall have the meaning ascribed to such term in the introductory paragraph of this Amended and Restated Trademark Security Agreement.

“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 Code. Where applicable and except as otherwise defined herein, terms used in this Trademark Security Agreement shall have the meanings assigned to them in the Code.

(c) Interpretation. In this Trademark Security 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 Trademark Security 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 Trademark Security 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 Trademark Security Agreement and the Loan Agreement, it is the intention of the parties hereto that 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 between this Trademark Security Agreement and the Loan Agreement 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 Borrower and supplemental rights and remedies in favor of Secured Party for the benefit of the Lender Group (whether under federal law or applicable New York 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 the prompt payment and performance of the Secured Obligations, Borrower hereby grants, assigns, transfers and conveys to Secured Party, for the benefit of the Lender Group, a continuing security interest in all of Borrower'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 Borrower, 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 (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark) 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 Borrower or in the name of Secured Party or in the name of 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 Borrower's business symbolized by the Trademarks or associated therewith; and

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

The foregoing notwithstanding, the "Trademark Collateral" shall not include any General Intangibles that are now or hereafter held by Borrower as licensee, in the event that: (a) as a result of the grant of a security interest therein, Borrower's rights in or with respect to such asset would be forfeited or would become terminable, or if Borrower would be deemed to have breached or defaulted under the applicable license or other agreement; and (b) any such restriction is effective and enforceable under applicable law; provided, however, that the term "Trademark Collateral" shall include (1) any and all proceeds of such assets, and (2) such assets at any time that the restrictions in the license or other agreement are no longer effective and enforceable or at any time that the applicable licensor or other applicable party's consent is obtained to the grant of a security interest in and to such asset in favor of Secured Party.

(b) Continuing Security Interest. Borrower hereby agrees that this Trademark Security 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. Without limiting the foregoing, the Trademark Collateral described in this Trademark Security Agreement shall constitute part of the Collateral in the Loan Agreement.

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

3. Further Assurances; Appointment of Secured Party as Attorney-in-Fact. Borrower at its expense shall execute and deliver, or cause to be executed and delivered, to Secured Party any and all documents and instruments, in form and substance reasonably satisfactory to Secured Party, and take any and all action, which Secured Party, in the exercise of its Permitted Discretion, may request from time to time, to perfect and continue the perfection or to maintain the priority of, or provide notice of the security interest in the Trademark Collateral held by Secured Party for the benefit of the Lender Group and to accomplish the purposes of this Trademark Security Agreement. If Borrower 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 Borrower, or in the name of Secured Party or otherwise, without notice to or assent by Borrower, and Borrower hereby irrevocably constitutes and appoints Secured Party (and any of Secured Party's officers or employees or agents designated by Secured Party) as Borrower's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of Borrower on all or any of such documents or instruments and perform all other acts that Secured Party in the exercise of its Permitted Discretion deems necessary in order to perfect or continue the perfection of, maintain the priority or enforceability of or provide notice of the security interest in the Trademark Collateral held by Secured Party for the benefit of the Lender Group, 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 Borrower, which Secured Party, in the exercise of its Permitted Discretion, may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Trademark Security 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 Trademark Security Agreement shall not have terminated in accordance with Section 18; provided that the foregoing power of attorney shall terminate when all of the Secured Obligations have been fully and finally repaid and performed and Secured Party's obligation to extend credit under the Loan Agreement is terminated.

4. Representations and Warranties. Borrower represents and warrants to each member of the Lender Group, in each case to the best of its knowledge, information, and belief, as follows:

(a) No Other Trademarks. Schedule A sets forth a true and correct list of all of the existing Trademarks of Borrower 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 Borrower.

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

(c) Ownership of Trademark Collateral; No Violation. (i) Borrower 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, Borrower 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 Borrower not to sue third persons, and (iii) with respect to any Trademarks for which Borrower is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, Borrower 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 Borrower or any such licensor regarding such Trademark, the parties to any other such

non-exclusive licenses or license agreements entered into by Borrower 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 Borrower's knowledge, the past, present and contemplated future use of the Trademark Collateral by Borrower has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person or give any such Person the right to terminate any such right, privilege or license agreement.

(d) No Infringement. To the best of Borrower's knowledge, (i) no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person, and (ii) the past, present, and contemplated future use of the Trademark Collateral by Borrower has not, does not and will not infringe upon or violate any right, privilege, or license arrangement of or with any other Person or give such Person the right to terminate any such license arrangement.

(e) Powers. Borrower has the unqualified right, power and authority to pledge and to grant to Secured Party security interests in the Trademark Collateral pursuant to this Trademark Security Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Trademark Security Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. So long as any of the Secured Obligations remain unsatisfied, Borrower agrees: (i) that it will comply in all material respects with all of the covenants, terms and provisions of this Trademark Security Agreement, and (ii) that it 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 and the Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which Borrower is a licensee.

6. Future Rights. For so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until Secured Party shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when Borrower 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 Borrower shall give to Secured Party prompt notice thereof. Borrower shall do all things reasonably deemed necessary by Secured Party in the exercise of its Permitted Discretion to ensure the validity, perfection, priority and enforceability of the security interests of Secured Party in such future acquired Trademark Collateral. If Borrower 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, Borrower hereby authorizes Secured Party to modify, amend or supplement the Schedules hereto and to re-execute this Trademark Security Agreement from time to time on Borrower'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 Trademark Security Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Duties of Secured Party and the Lender Group. Notwithstanding any provision contained in this Trademark Security Agreement, neither Secured Party nor any member of the Lender Group shall have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to the Borrower 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 or any other member of the Lender Group hereunder or in connection herewith, neither Secured Party nor any member of the Lender Group shall 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 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 and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral. Borrower hereby agrees that such rights and remedies include the right of Secured Party as a secured party to sell or otherwise dispose of the Trademark Collateral after default, pursuant to Code section 9504. Borrower hereby agrees that Secured Party shall at all times have such royalty-free licenses, to the extent permitted by law and the Loan Documents, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Secured Party's rights or remedies 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 Borrower in which Secured Party has a security interest, including Secured Party's rights to sell inventory, tooling or packaging which is acquired by Borrower (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, in the exercise of its Permitted Discretion, deems necessary, in the name of Borrower or Secured Party, to enforce or protect any of the Trademark Collateral, in which event Borrower shall, at the request of Secured Party, do any and all lawful acts and execute any and all documents required by Secured Party necessary to such enforcement. To the extent that Secured Party shall elect not to bring suit to enforce such Trademark Collateral, the Borrower, 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 Trademark Security Agreement shall be binding upon, inure to the benefit of and be enforceable by Borrower and Secured Party for the benefit of the Lender Group 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 Trademark Security 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 Trademark Security Agreement and the other Loan Documents, 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 Trademark Security Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties to this Trademark Security Agreement. Notwithstanding the foregoing, Secured Party may reexecute this Trademark Security 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 Trademark Security 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 Trademark Security Agreement.

15. Counterparts. This Trademark Security 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. Borrower 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 and all such rights and remedies are cumulative.

17. No Inconsistent Requirements. Borrower acknowledges that this Trademark Security Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Borrower agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms. Borrower agrees that, to the extent of any conflict between the provisions of this Trademark Security 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 Secured Obligations, including the cash collateralization, expiration, or cancellation of all Secured 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 Trademark Security Agreement shall terminate, and Secured Party shall execute and deliver such documents and instruments and take such further action reasonably requested by Borrower, at Borrower's expense, as shall be necessary to evidence termination of the security interest granted by Borrower to Secured Party for the benefit of the Lender Group hereunder, including cancellation of this Trademark Security Agreement by written notice from Secured Party to the PTO.

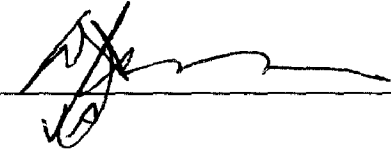
19. Release of Collateral. Upon any sale, license or other disposition of assets of Borrower constituting Trademark Collateral permitted under the Loan Documents, the security interest and other rights granted hereunder with respect to such Trademark Collateral shall be automatically terminated and released, and Secured Party, at the request of Borrower, will execute and deliver to Borrower the proper instruments (including Code termination statements) acknowledging the release of Secured Party's security interest in such Trademark Collateral and will file such instruments with the United States Patent and Trademark Office and the United States Copyright Office as may be necessary to evidence the release of Secured Party's security interest in such Trademark Collateral.

[Signature page follows]

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

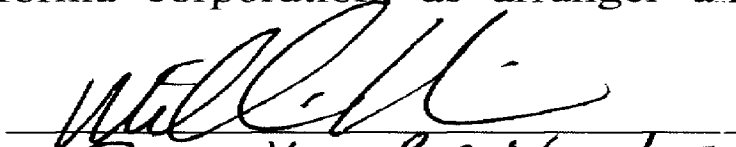
NEXTIRAONE, LLC,
a Delaware limited liability company

By:
Title:



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

By:
Title:


Senior Vice President

SCHEDULE A

Mark	Owner	Status	Country	Application Number	Registration Number	Application Date	Registration Date
E-VERYTHING	WILLIAMS COMMUNICATIONS SOLUTIONS	ABANDONED	MEXICO				
E-VERYTHING	WILLIAMS COMMUNICATIONS SOLUTIONS	ABANDONED	MEXICO				
E-VERYTHING FOR YOUR BUSINESS COMMUNICATIONS NEEDS	WILLIAMS COMMUNICATIONS, INC.	ABANDONED	MEXICO				
CONVERGENCECARE	NEXTIRAONE, LLC	FILED	USA	76/344,602		12/3/2001	
APPLICARE	NEXTIRAONE, LLC	FILED	USA	78/147,248		7/24/2002	
CONXUS	NEXTIRAONE, LLC	FILED	USA	75/283,075		4/28/1997	
DIALECT	WILLIAMS COMMUNICATIONS SOLUTIONS	FILED	CANADA	1,020,963			
E-VERYTHING	WILLIAMS COMMUNICATIONS SOLUTIONS	FILED	MEXICO	459,895			
NEXTIRAONE	NEXTIRAONE, LLC	FILED	USA	78/086,588		10/2/2001	
NEXTIRAONE & DESIGN	NEXTIRAONE, LLC	FILED	USA	76/379,381		3/6/2002	
NEXTIRAONE	NEXTIRAONE, LLC	FILED	CANADA	1,136,216		4/2/2002	
NEXTIRAONE	NEXTIRAONE, LLC	FILED	MEXICO	549,767		6/3/2002	
NEXTIRAONE	NEXTIRAONE, LLC	FILED	MEXICO	549,768		6/3/2002	
NEXTIRAONE	NEXTIRAONE, LLC	FILED	EUROPEAN COMMUNITY	2,579,134		2/15/2002	
NEXTIRAONE	NEXTIRAONE, LLC	FILED	CZECH REPUBLIC	177,044		2/22/2002	
NEXTIRAONE	NEXTIRAONE, LLC	FILED	HUNGARY	M02 00833		2/18/2002	
NEXTIRAONE	NEXTIRAONE, LLC	FILED	POLAND	Z-246,702		2/20/2002	
NEXTIRAONE	NEXTIRAONE, LLC	FILED	SLOVAKIA	POZ 0442-2002		2/15/2002	
NEXTIRAONE	NEXTIRAONE, LLC	FILED	SWITZERLAND	01711/2002		2/25/2002	
NEXTIRAONE	NEXTIRAONE, LLC	FILED	TURKEY	2002/004407		2/14/2002	
WEB'N'FLOW	NEXTIRAONE, LLC	FILED	USA	78/147,239		7/24/2002	
DIALECT ADVANTAGE	NEXTIRAONE, LLC	NOT FILED					
DIALECT CRM LINK	NEXTIRAONE, LLC	NOT FILED					
INTERSYS	INTERSYS MEXICO, S.A. DE C.V.	REGISTERED	MEXICO	102640	401913	12/7/1990	12/7/2000
ACTIVECONNECT	NEXTIRAONE, LLC	REGISTERED	CANADA	896,405	TMA531,285		8/16/2000
ACTIVECONNECT	WILLIAMS COMMUNICATIONS SOLUTIONS	REGISTERED	USA	75/491,849	2,257,177	5/28/1998	6/9/1999
CNG	CNG COMPUTER NETWORKING GROUP INC.	REGISTERED	CANADA	852,267	TMA496,779	7/29/1997	6/9/1998
CNG & DESIGN	CNG COMPUTER NETWORKING GROUP INC.	REGISTERED	CANADA	775,242	TMA455,092	2/10/1995	3/8/1996
DIALECT	WILLIAMS COMMUNICATIONS SOLUTIONS	REGISTERED	USA	75/539,133	2,281,508	8/19/1998	9/8/1999
E-VERYTHING	WILLIAMS COMMUNICATIONS SOLUTIONS	REGISTERED	USA	76/063,620	2,475,613	5/26/2000	8/1/2001
E-VERYTHING FOR YOUR BUSINESS COMMUNICATIONS NEEDS	WILLIAMS COMMUNICATIONS, INC.	REGISTERED	USA	76/063,621	2,482,080	5/26/2000	8/8/2001
E-VERYTHING FOR YOUR BUSINESS COMMUNICATIONS NEEDS	WILLIAMS COMMUNICATIONS, INC.	REGISTERED	MEXICO	459,896	691,397		11/24/2000
E-VERYTHING FOR YOUR BUSINESS COMMUNICATIONS NEEDS	WILLIAMS COMMUNICATIONS, INC.	REGISTERED	MEXICO	459,894	691,396		11/24/2000
SOFTIRON	WILLIAMS COMMUNICATIONS SOLUTIONS	REGISTERED	USA	75/119,019	2,115,465		11/25/1997