

09-13-2002



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

RE

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):

ALLCONNECT, INC.

19 10 02

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

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

2. Name and address of receiving party(ies)

Name: RBC Centura Bank

Internal Address:

Street Address: P.O. Box 500

City: Rocky Mount State: NC Zip: 27802

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

Execution Date: 08/26/02

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

A. Trademark Application No(s) 76/084,900 76/085,359

B. Trademark Registration No(s) 2311828 2220770

Additional number(s) attached Yes No

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

Name: RBC Centura Bank

Internal Address: Legal Department

Street Address: P.O. Box 500

City: Rocky Mount State: NC Zip: 27802

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41) \$115.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Joseph B. Dempster, Jr.

Name of Person Signing

Signature

9/3/02

Date

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

7

09/12/2002 LHMILLER 00000304 76084900

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

01 FC:481 40.00 OP 02 FC:482 75.00 OP

TRADEMARK REEL: 2580 FRAME: 0845

Customer No.: _____

Loan No.: _____

**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(KBI)**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (KBI) ("Agreement") is entered into, as of August 23, 2002, by ALLCONNECT, INC. ("Borrower"), with a mailing address of 6255 Barfield Road, Suite 200, Atlanta, Georgia 30328 to RBC CENTURA BANK ("Bank"), with a mailing address of P.O. Box 500, Rocky Mount, North Carolina 27802, Attention: Legal Department.

RECITALS

A. Bank has agreed to extend certain financial accommodations to Borrower ("Credit Facilities") as set forth in that certain Loan and Security Agreement entered into contemporaneously herewith by and between Bank and Borrower (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms not defined herein shall have the meaning ascribed thereto in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Borrower has granted to Bank a security interest in presently existing and hereafter acquired Collateral, including the Intellectual Property Collateral, and Borrower is required to supplement the grant of the security interest therein with the grant of the security interest herein contained.

NOW, THEREFORE, for good and valuable consideration paid by Bank, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby represents, warrants, covenants and agrees with Bank as follows:

AGREEMENT

1. Grant of Security Interest. To secure the prompt, full and complete payment and/or performance of the Obligations, whether now existing or hereafter arising, and Borrower's other existing and future representations, warranties and covenants under the Loan Documents, Borrower grants and pledges to Bank a security interest in all of Borrower's right, title and interest in, to and under its present and future Intellectual Property Collateral (including, without limitation, those Copyrights, Patents and Trademarks listed on Exhibits A, B and C attached hereto), together with all proceeds thereof (such as, by way of example, but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

2. Rights and Remedies: Exercise. This security interest is granted in conjunction with, and as a supplement to, the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those rights and remedies of Bank set forth in the Loan Agreement, the other Loan Documents and those which are now or hereafter available to Bank as a matter of law or equity, including, without limitation, those set forth in the Code as being available to a 'secured party' and/or 'creditor'. Bank may exercise the aforementioned rights and remedies as and when provided herein, in the Loan Agreement and in the other Loan Documents. Each right, power and remedy of Bank provided for herein, in the Loan Agreement, in any of the other Loan Documents, together with those rights and remedies now or hereafter existing at law or in equity, shall be cumulative and concurrent and the exercise by Bank of any one or more of the aforementioned rights and remedies shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

3. Term. The Loan Agreement and the terms and provisions thereof are incorporated herein in their entirety by this reference. The term of this Agreement and the security interests granted herein shall be coterminous with the term of the security interests granted in the Loan Agreement, and notwithstanding any limitation of, moratorium on and/or termination of Bank's obligation to make Credit Extensions under the Loan Agreement, Borrower's obligations under this Agreement shall remain in full force and effect for so long as any Obligations are

outstanding. It shall be an Event of Default under the Loan Agreement if there is a breach or violation of any of the terms and provisions of this Agreement.

4. Registered Intellectual Property. Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application to register with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

5. New IP. If, prior to the termination of this Agreement, Borrower shall (i) obtain rights to any intellectual property, (ii) become entitled to the benefit of any intellectual property or (iii) enter into a new license for any intellectual property ("New IP"), then the rights, duties, and obligations outlined in the provisions of this Agreement shall automatically apply thereto. Borrower shall give to Bank written notice of events described above promptly after the occurrence thereof, but in any event not less frequently than as required by the Loan Agreement. Borrower hereby authorizes Bank to (y) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any New IP and (z) file a duplicate original of this Agreement containing the amended exhibits reflecting the New IP in the manner described in Section 8 of this Agreement.

6. Bank's Use of Intellectual Property; No Liability. Borrower agrees that the Bank's use of the Intellectual Property Collateral as authorized hereunder or in any other Loan Documents in connection with Bank's exercise of its rights and remedies shall be coextensive with Borrower's rights thereunder and Bank will have no liability for royalties or other related charges upon exercise of such rights and remedies.

7. Power of Attorney; Appointment. Borrower irrevocably designates, constitutes and appoints Bank (and all persons designated by Bank in its sole and absolute discretion) as Borrower's true and lawful attorney-in-fact, and authorizes Bank and any of Bank's designees, in Borrower's or Bank's name, to take any action and execute any instrument which Bank may deem necessary or advisable to accomplish the purpose of this Agreement.

8. Filing; Patent Office and Copyright Office. Borrower hereby consents to the filing of a duplicate original of this Agreement with the United States Patent and Trademark Office and/or United States Copyright Office, and the filing of a duplicate of this Agreement and/or financing statements in any other jurisdictions or locations deemed advisable or necessary in Bank's sole discretion to protect and perfect and put the public on notice of Bank's security interest and rights in the Intellectual Property Collateral. Borrower further consents to and ratifies the filing of such duplicate originals and/or financing statements prior to the Closing Date. Borrower shall from time to time execute and deliver to Bank, at the request of Bank, such other documents, instruments and records that Bank may request in form and substance satisfactory to Bank and its counsel, to perfect and continue Bank's security interest in the Intellectual Property Collateral.

9. Governing Law, etc. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, excluding therefrom any principle of such laws which might result in the application of the laws of another jurisdiction. In addition, (i) no amendment of, or waiver of a right under, this Agreement will be binding unless it is in writing and signed by the party to be charged, (ii) to the extent a provision of this Agreement is unenforceable, this Agreement will be construed as if the unenforceable provision were omitted, (iii) a successor to or assignee of Bank's rights and obligations under the Loan Agreement will succeed to Bank's rights under this Agreement and (iv) all notices and other communications required or permitted herein shall be in writing and shall be deemed given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the addresses set forth above.

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute the same instrument.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, Borrower has caused this Intellectual Property Security Agreement to be executed with authority duly obtained, as of the date first written above.

ALLCONNECT, INC.

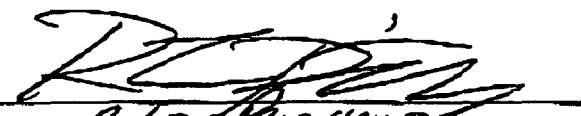
By: 
Name: R. Lee Mercha
Title: CHAIRMAN

EXHIBIT A

COPYRIGHTS

Description

Registration
Number

Registration
Date

EXHIBIT B

PATENTS

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT C

TRADEMARKS

<u>Mark</u>	<u>Design</u>	<u>Class</u>	<u>Application No.</u>	<u>Filing Date</u>
Allconnect			2,220,770	
Allconnect (and design)			2,311,828	
"A" logo			76-085,359	
"A" ALLCONNECT			76-084,900	