

11-08-2002

U\$

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



102276281

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):

Williams Communications, LLC

11-1-02

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

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

3. Nature of conveyance:

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

Execution Date: 10/15/02

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.

Internal
Address:

Street Address: 901 Main Street, 64th Floor

City: Dallas State: TX Zip: 75202-374

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Texas
- 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) 76377215

B. Trademark Registration No.(s) 1485541

2205305

Additional number(s) attached Yes No

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

Name: Christine F. Benton

Internal Address:

Clifford Chance US LLP

Street Address: 200 Park Avenue

City: New York State: NY Zip: 10166

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

18-1843

DO NOT USE THIS SPACE

9. Signature.

Christine F. Benton

Name of Person Signing

Signature

October 31, 2002

Date

11/07/2002 LNUJELLER 00000341 181843 76377215

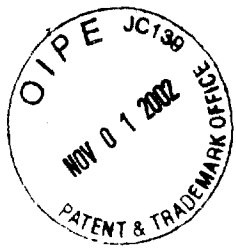
Total number of pages including cover sheet, attachments, and document: 13

01 FC:0521
02 FC:0522

40.00 CH
50.00 CH

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

TRADEMARK
REEL: 002613 FRAME: 0152



AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT dated as of April 23, 2001, as amended and restated as of October 15, 2002 (as this agreement may be further amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "**Trademark Security Agreement**"), among WILLIAMS COMMUNICATIONS, LLC, a Delaware limited liability company (the "**Borrower**"), WILTEL COMMUNICATIONS GROUP, INC., a Nevada corporation ("**Holdings**"), THE OTHER LOAN PARTIES listed on the signature pages hereto and any other subsidiary of Holdings that becomes a party hereto (together with the Borrower and Holdings, collectively, the "**Loan Parties**") and BANK OF AMERICA, N.A., as administrative agent (the "**Administrative Agent**").

This Trademark Security Agreement amends and restates that certain Trademark Security Agreement dated April 23, 2001 between the Borrower and the Administrative Agent (as such agreement has heretofore been amended and supplemented, the "**Existing Trademark Security Agreement**"). The execution and delivery of this Trademark Security Agreement shall not be construed to substitute for, or release, cancel, terminate, discharge or otherwise impair, in whole or in part, the Liens granted to the Administrative Agent on behalf of the Secured Parties under the Existing Trademark Security Agreement, which Liens continue in full force and effect in all respects.

Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Security Agreement (as defined below).

WHEREAS, the Loan Parties own, or in the case of licenses are parties to, the Trademark Collateral (as defined below):

WHEREAS, reference is hereby made to that certain Second Amended and Restated Credit and Guaranty Agreement dated as of September 8, 1999, as amended and restated as of April 25, 2001, and as further amended and restated as of October 15, 2002 (as such agreement may be further amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "**Credit Agreement**"), among the Borrower, the Guarantors referred to therein, the lenders referred to therein, the Administrative Agent, JP Morgan Chase Bank, as Syndication Agent, and Salomon Smith Barney Inc., and Merrill Lynch & Co., as Co-Documentation Agents; and

WHEREAS, pursuant to (i) an Amended and Restated Security Agreement dated as of April 23, 2001, as amended and restated as of October 15, 2002 (as such agreement may be further amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "**Security Agreement**"), among the Borrower, Holdings, the other Loan Parties and the Administrative Agent (together with its successors in such capacity, the "**Grantee**"), and (ii) certain other Loan Documents (as defined in the Credit Agreement), each Loan Party has granted, pledged, assigned and hypothecated to the Grantee for the benefit of the Secured Parties a continuing security interest in all right, title and interest of such Loan Party, in and to, among other things, the Collateral, including, without limitation, all right, title and interest of such Loan Party in, to and under the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Loan Party hereby grants to the Grantee (for the benefit of the Secured Parties), to secure such Loan Party's Obligations, a continuing security interest in all of such Loan Party's

NYA 564897.1

TRADEMARK
REEL: 002613 FRAME: 0153

right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and all other source or business identifiers, and all General Intangibles of like nature, and the rights in any of the foregoing which arise under Applicable Law, the goodwill of the business symbolized thereby or associated with each of them, all registrations and applications in connection therewith, including, without limitation, registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those described in Schedule I hereto and all renewals of any of the foregoing (all of the foregoing in this paragraph (i) shall be, collectively, referred to herein as "**Trademarks**"), owned by such Loan Party;

(ii) any agreement now or hereafter in existence granting to such Loan Party, or pursuant to which such Loan Party grants to any other Person, any right to use any Trademark, including, without limitation, each agreement identified in Schedule I hereto foregoing (all of the foregoing in this paragraph (ii) shall be, collectively, referred to herein as "**Trademark Licenses**") to which such Loan Party is a party; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by such Loan Party against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by such Loan Party (including, without limitation, any Trademark identified in Schedule I hereto), and all rights and benefits of such Loan Party under any Trademark License (including, without limitation, any Trademark License identified in Schedule I hereto), or for injury to the goodwill associated with any of the foregoing;

provided, however, the Trademark Collateral shall not include any Excluded Property.

Each Loan Party irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of such Loan Party or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take, with respect to the Trademark Collateral, any and all appropriate action which such Loan Party might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

To the extent not prohibited by the terms and provisions of the Security Agreement or the Credit Agreement, each Loan Party may sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

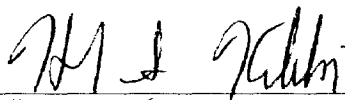
The foregoing security interest is granted in conjunction with security interests granted by the Loan Parties to the Grantee (for the benefit of the Secured Parties) pursuant to the Security Agreement. Each Loan Party acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security

Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. If there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement will control.

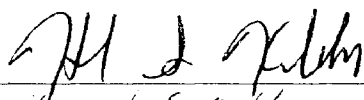
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed by their respective authorized officers as of the day and year first written above.

LOAN PARTIES:

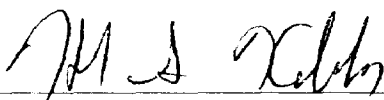
WILLIAMS COMMUNICATIONS, LLC

By 
Name: *Howard S. Kutka*
Title: *Vice President and Group Executive,
Corporate Development and Finance*

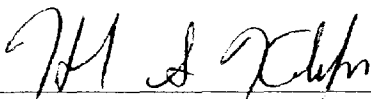
WILTEL COMMUNICATIONS GROUP, INC.

By 
Name: *Howard S. Kutka*
Title: *Vice President and Group Executive,
Corporate Development and Finance*

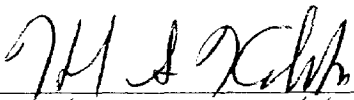
WILLIAMS COMMUNICATIONS GROUP, INC.

By 
Name: *Howard S. Kutka*
Title: *Vice President and Group Executive,
Corporate Development and Finance*

CRITICAL CONNECTIONS, INC.

By 
Name: *Howard S. Kutka*
Title: *Senior Vice President*

WCS COMMUNICATIONS SYSTEMS, INC.

By 
Name: *Howard S. Kutka*
Title: *Vice President*

NYA 564897.1

WILLIAMS COMMUNICATIONS OF
VIRGINIA, INC.

By *Howard S. Kubka*
Name: *Howard S. Kubka*
Title: *Senior Vice President*

WILLIAMS COMMUNICATIONS
PROCUREMENT, L.L.C.

By *Howard S. Kubka*
Name: *Howard S. Kubka*
Title: *Senior Vice President*

WILLIAMS COMMUNICATIONS
PROCUREMENT, LP

By: Williams Communications, LLC, as
General Partner

By *Howard S. Kubka*
Name: *Howard S. Kubka*
Title: *Vice President and Group Executive,
Corporate Development and Finance*

CG AUSTRIA, INC. (f/k/a WILLIAMS GLOBAL
COMMUNICATIONS HOLDINGS, INC.)

By *Howard S. Kubka*
Name: *Howard S. Kubka*
Title: *Treasurer*

WILLIAMS LEARNING NETWORK, INC.

By *Howard S. Kubka*
Name: *Howard S. Kubka*
Title: *Senior Vice President*

NYA 564897.1

TRADEMARK
REEL: 002613 FRAME: 0157

WILLIAMS LOCAL NETWORK, LLC

By Howard S. Lubkin
Name: *Howard S. Lubkin*
Title: *Senior Vice President*

WILLIAMS TECHNOLOGY CENTER, LLC

By: Williams Communications, LLC, as
Sole Member

By Howard S. Lubkin
Name: *Howard S. Lubkin*
Title: *Vice President and Group Executive,
Corporate Development and Finance*

WILLIAMS COMMUNICATIONS MANAGED
SERVICES, LLC

By Howard S. Lubkin
Name: *Howard S. Lubkin*
Title: *Senior Vice President*

WILLIAMS COMMUNICATIONS MANAGED
SERVICES OF CALIFORNIA, INC.

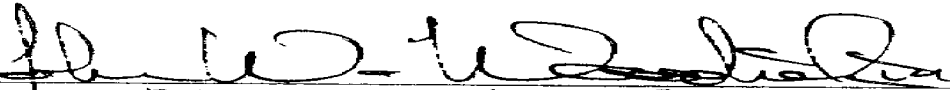
By Howard S. Lubkin
Name: *Howard S. Lubkin*
Title: *Senior Vice President*

WILLIAMS COMMUNICATIONS EMERGING
MARKETS, LLC

By Howard S. Lubkin
Name: *Howard S. Lubkin*
Title: *Vice President and Group Executive,
Corporate Development and Finance*

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A., as
Administrative Agent

By 
Name: John W. Woodiel III,
Title: Managing Director

NYA 564897.1

RECORDED: 11/01/2002

TRADEMARK
REEL: 002613 FRAME: 0159