

04-30-2003



U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

102428750

4-30-03

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

MED 4-30-03

1. Name of conveying party(ies):

Wisor Telecom Corporation

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

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

3. Nature of conveyance:

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

Execution Date: April 21, 2003

2. Name and address of receiving party(ies)

Name: SAIC Venture Capital Corporation,

Internal  
Address: as Collateral Agent

Street Address: 3993 Howard Hughes Pkwy

City: Las Vegas State: NV Zip: 89109

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Nevada
- 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)

B. Trademark Registration No.(s)

2393662; 2395990

Additional number(s) attached  Yes  No

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

Name: Susan Lake

Internal Address: King & Spalding LLP

Street Address: 191 Peachtree Street

City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved:  2

7. Total fee (37 CFR 3.41).....\$ 65.00  
expedite fee 120.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Susan Lake  
Name of Person Signing

Susan Lake  
Signature

April 29, 2003  
Date

Total number of pages including cover sheet, attachments, and document:  7

05/01/2003 BTOM11 00000035 2393662

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

01 FC:8521 40.00 OP  
02 FC:8522 25.00 OP  
03 FC:8523 120.00 OP

TRADEMARK  
REEL: 2642 FRAME: 0601

## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of April 21, 2003, executed by WISOR TELECOM CORPORATION, a Delaware corporation ("Grantor"), in favor of SAIC VENTURE CAPITAL CORPORATION, a Nevada corporation, as Collateral Agent ("Collateral Agent"), on its behalf and on behalf of the Purchasers (the "Purchasers") party to the Loan Agreement, dated as of the date hereof among the Grantor, the Purchasers and the Collateral Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"). Capitalized terms used in this Agreement shall have the meanings set forth in the Loan Agreement unless specifically defined herein.

### WITNESSETH:

**WHEREAS**, pursuant to the Loan Agreement, the Purchasers and the Collateral Agent have agreed to make certain financial accommodations to the Grantor;

**WHEREAS**, Grantor and certain Subsidiaries of Grantor have entered into a Security Agreement (the "Security Agreement"; capitalized terms used in this Agreement shall have the meanings set forth in the Security Agreement unless specifically defined herein.), pursuant to which Grantor has granted to Collateral Agent, for its benefit and for the benefit of the Purchasers, a continuing security interest in, among other things, the Intellectual Property (as defined in the Security Agreement), including, without limitation, (a) all of Grantor's Trademarks (as herein defined), whether presently existing or hereafter acquired or arising, or in which Grantor now has or hereafter acquires rights and wherever located; (b) all of Grantor's Trademark Licenses (as herein defined), whether presently existing or hereafter acquired or in which Grantor now has or hereafter acquires rights and wherever located; and (c) all products and proceeds of any of the foregoing, as security for all of the Secured Obligations; and

**WHEREAS**, it is a condition precedent to the Loan Agreement that Grantor grant to Collateral Agent, for its benefit and the benefit of Purchasers, a security interest in the Property (as herein defined);

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

“Trademark License” means any written agreement now or hereafter in existence granting to Grantor any right to use any Trademark, including, without limitation, the agreements listed on Schedule I attached hereto.

“Trademarks” means all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings 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 (except in any jurisdiction in which the grant of a security interest in trademarks is prohibited and except for any intent to use applications unless or until a statement of use or amendment to assert use has been filed with the United States Patent and Trademark Office), including, without limitation, those U.S. registrations and applications for registration listed on Schedule I attached hereto, together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby, (ii) all renewals thereof and (iii) all proceeds of the foregoing.

2. As security for all of the Secured Obligations (as such term is defined in the Security Agreement), Grantor hereby grants and conveys a security interest to Collateral Agent, for its benefit and the benefit of the Purchasers, in all of its right, title and interest in, to and under the following (collectively, the “Property”):

(a) each Trademark now or hereafter owned by Grantor or in which Grantor now has or hereafter acquires rights (other than Trademark Licenses) and wherever located (except any jurisdiction in which the grant of a security interest in trademarks is prohibited) and the goodwill of the business of Grantor relating thereto or represented thereby, including, without limitation, each U.S. registration and application for registration of a Trademark referred to in Schedule I hereto; and

(b) each Trademark License now or hereafter held by Grantor or in which Grantor now has or hereafter acquires rights, to the extent each of the Trademark Licenses does not prohibit assignment or the granting of a security interest in the rights thereunder, and wherever located, including, without limitation, the Trademark Licenses, if any, referred to in Schedule I hereto; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Trademark or breach of Trademark Licenses, if any, includ-

ing, without limitation, any Trademark or Trademark License referred to in Schedule I hereto.

3. Grantor does hereby further acknowledge and affirm that the representations, warranties and covenants of Grantor with respect to the Property and the rights and remedies of Collateral Agent with respect to the security interest in and collateral assignment of the Property made and 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.

4. This Agreement shall terminate upon termination of the Security Agreement. At any time and from time to time prior to such termination, Collateral Agent may terminate its security interest in any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from Grantor, Collateral Agent shall, at the expense of Grantor, execute and deliver to Grantor documents Grantor may reasonably request (but without recourse or warranty by Collateral Agent) in order to evidence such termination.

5. If at any time before the termination of this Agreement in accordance with Section 4, Grantor shall obtain or acquire rights to any new Trademark or Trademark License, the provisions of Section 2 shall automatically apply thereto and Grantor shall comply with the terms of the Loan Agreement and the Security Agreement with respect to such new Trademark or Trademark License. Grantor authorizes Collateral Agent to modify this Agreement by amending Schedule I to include any future Trademarks and Trademark Licenses covered by Section 2 or by this Section 5.

6. Grantor further agrees that (a) neither Collateral Agent nor any Purchaser shall have any obligation or responsibility to protect or defend the Property and Grantor shall at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Loan Agreement and the Security Agreement, (b) Grantor shall forthwith advise Collateral Agent promptly in writing upon detection of infringements of any of the Property being used in Grantor's business and (c) if Grantor fails to comply with the requirements of the preceding clause (a), Collateral Agent or any Purchaser may do so in Grantor's name or in its own name, but in any case at Grantor's expense, and Grantor hereby agrees to reimburse Collateral Agent and the Purchasers for all expenses incurred by such Collateral Agent or Purchaser, including attorneys' fees, actually incurred by Collateral Agent and the Purchasers in protecting, defending and maintaining the Property.

7. THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MARYLAND, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES

MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN  
MARYLAND.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

WISOR TELECOM CORPORATION,  
a Delaware corporation

By: [Signature]  
Name: MA MENDES  
Title: CEO

Signed, sealed and delivered  
this 21 day of April, 2003

[Signature]  
Notary Public

June 30, 2005  
My Commission expires:

[Signature]  
Witness

[Signature]  
Witness

ELIZABETH B. ODOM  
NOTARY PUBLIC  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES 06/30/05

**Trademark and Service Mark Registrations**

**Schedule I**

<b><u>Trademark/Service Mark</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>
WISORGATE	2395990	12-06-1999
WISOR TELECOM	2393662	12-06-1999