

FORM PTO-1594 (Modified)
(Rev. 9-83)
OMB No. 0651-0011 (exp. 4/94)
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TM09/REV03

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Docket No.:

23324/13

Tab settings → → → ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

American Communications Network, Inc.

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

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Acknowledgement of Intellectual Collateral

Execution Date: June 18, 2003

2. Name and address of receiving party(ies):

Name: CapitalSource Finance LLC

Internal Address: 12th Floor

Street Address: 4445 Willard Street

City: Chevy Chase State: MD ZIP: 20815

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

☒ Other Delaware limited liability company

If assignee is not domiciled in the United States, a domestic designation is ☐ Yes ☒ N

(Designations must be a separate document from

Additional name(s) & address(es) ☐ Yes ☐ N

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

A. Trademark Application No.(s)

76/300,650 filed 8/16/01

78/212,337 filed 2/7/03

B. Trademark Registration No.(s)

2,337,694

Additional numbers

☐ Yes ☒ No

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

Name: Mark S. Leonardo, Esq.

Internal Address: Brown Rudnick Berlack Israels LLP

Street Address: One Financial Center

City: Boston State: MA ZIP: 02111

6. Total number of applications and registrations involved:.....

3

7. Total fee (37 CFR 3.41):.....\$ \$90.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

50-0369

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.

Mark S. Leonardo, Esq. (Reg. No. 41,433)

Name of Person Signing

Signature

Date

JUNE 20, 2003

TRADEMARK

700034120

Total number of pages including cover sheet, attachments, and

REEL: 002672 FRAME: 0358

**ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgement of Intellectual Property Collateral Lien (this "Acknowledgement") is dated as of June 18, 2003, by American Communications Network, Inc., a Michigan corporation ("Grantor"), in favor of CapitalSource Finance LLC, a Delaware limited liability company, as administrative agent and collateral agent for the Lenders under the Loan Agreement (in such capacities, "Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement dated as of the date hereof among Grantor, certain Affiliates of Grantor (collectively, with the Grantor, the "Borrowers") Secured Party and the Lenders (as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "Loan Agreement"), the Lenders have agreed to provide Loans to the Grantor and the other Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor and the other Borrowers granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure their Obligations under the Loan Agreement; and

WHEREAS, pursuant to the terms of the Loan Agreement the Grantor is required to execute and deliver this Acknowledgment in favor of Secured Party, for itself and the benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Party and lenders to enter into the Loan Documents and to make Loans to the Grantor thereunder, Grantor hereby agrees with Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral. Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, hereby reaffirms its grant to Secured Party, for itself and the benefit of the Lenders, of a first priority security interest in the Collateral, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, for itself and the benefit of the Lenders, and grants to Secured Party, for itself and the benefit of the Lenders, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral of Grantor (herein referred to as "Intellectual Property Collateral"):

(a) all of its owned Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

all renewals, reissues, continuations or extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

(b) all of its Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule II hereto;

all renewals, reissues, continuations or extensions of the foregoing; and

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future infringement or dilution of any Copyright or Copyright licensed under any Copyright License; and

(c) all of its Patents and Patent Licenses to which it is a party, including those referred to on Schedule III hereto;

all renewals, reissues, continuations or extensions of the foregoing; and

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

Section 3. Acknowledgement. The security interests reaffirmed herein are granted in conjunction with the security interest granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Loan Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Loan Agreement, the terms and conditions of the Loan Agreement shall govern.

[Remainder of Page Intentionally Left Blank]

*Signature Page To Acknowledgement Of
Intellectual Property Collateral Lien*

IN WITNESS WHEREOF, Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

AMERICAN COMMUNICATIONS NETWORK, INC.

By: 

Name: Daniel P. Crowley

Title: Assistant Secretary

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By: _____

Name: _____

Title: _____

*Signature Page To Acknowledgement Of
Intellectual Property Collateral Lien*

IN WITNESS WHEREOF, Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

AMERICAN COMMUNICATIONS NETWORK, INC.

By: _____

Name: Daniel P. Crowley

Title: Assistant Secretary

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By: _____

Name: Joseph Turitz

Title: Associate General Counsel

ACKNOWLEDGEMENT OF GRANTORS

STATE OF Michigan)
) ss.
COUNTY OF Wayne)

On this 17th day of June, 2003 before me personally appeared Daniel Crowl, proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of American Communications Network, Inc. who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.

L. M. Lee

Notary Public

SCHEDULE I
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

<u>Title</u>	<u>Goods/Services</u>	<u>Serial No. Filing Date</u>	<u>Reg. No. Issue Date</u>
ACN	Telecommunication services, namely, Internet access and paging services Class 38	75/564,114 10/2/98	2,337,694 4/4/00

B. PENDING U.S. TRADEMARK APPLICATIONS

<u>Title</u>	<u>Goods/Services</u>	<u>Serial No. Filing Date</u>
ACN & Design (Logo with 2-tone look) (Sunburst)	Telecommunication services, namely, long distance Internet access and paging services Class 38	76/300,650 8/16/01
ACN & Design (Logo with 2-tone look & sunburst)	Local service & cellular service	78/212,337 2/7/03

C. TRADEMARK LICENSES

NONE

SCHEDULE II
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
COPYRIGHT REGISTRATIONS

A. REGISTERED COPYRIGHTS
NONE B. COPYRIGHT APPLICATIONS

NONE

C. COPYRIGHT LICENSES

NONE

SCHEDULE III
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
PATENT REGISTRATIONS

- A. REGISTERED PATENT
NONE
- B. PATENT APPLICATIONS
NONE
- C. PATENT LICENSES
NONE

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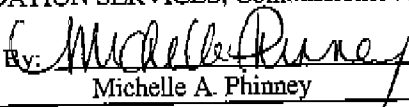
BRBI BROWN
RUDNICK
BERLACK
ISRAELS LLP

Mark S. Leonardo, Esq.
Direct line: (617) 856-8145
E-MAIL: mleonardo@brbilaw.com

June 20, 2003

MAIL STOP ASSIGNMENT RECORDATION SERVICES
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Re: U.S. Trademark Application No. 76/300,650 et al.
Mark: ACN & Design et al.
Filing Date: August 16, 2001 et al.
Our File No.: 23324/13

CERTIFICATE OF FACSIMILE TRANSMISSION	
I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being facsimile transmitted to: 1-703-306-5995, MAIL STOP ASSIGNMENT RECORDATION SERVICES, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on:	
By:  Michelle A. Phinney	<u>June 20, 2003</u> Date

Dear Sir:

Enclosed for recordation in the above-identified application is:

- 1.) Recordation Form Cover Sheet (1 pg);
- 2.) Copy of Acknowledgement of Intellectual Property Collateral Lien (8 pgs);
- 3.) Charge \$90.00 to Deposit Account 50-0369

If you have any questions, please do not hesitate to contact me.

Respectfully submitted,

BROWN RUDNICK BERLACK ISRAELS, LLP

By: 

Mark S. Leonardo, Esq.
Reg. No. 41,433
Customer No. 21710

MSL/map
Enclosures

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RECORDED: 06/20/2003

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