

5-23-2003

06-23-2003

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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RECORD
TRADE

102469050

DEPARTMENT OF COMMERCE
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):

WilTel Communications Group, Inc.

- ☐ 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: BANK OF AMERICA, N.A.Internal Address: (as Administrative Agent)Street Address: 901 Main Street, 64th FloorCity: 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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date April 24, 2003

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

A. Trademark Application No.(s) Schedule A -
See Attached

B. Trademark Registration No.(s)
Schedule A - See Attached

Additional number(s) attached ☐ Yes ☒ No

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

Name: Christine F. BentonInternal Address: Clifford Chance U.S. LLPStreet Address: 200 Park AvenueCity: New York State: NY Zip: 101666. Total number of applications and registrations involved: 317. Total fee (37 CFR 3.41).....\$ 790.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:
18-1843790E

(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.

Christine F. Benton

Name of Person Signing

Signature

5/19/03

Date

Total number of pages including cover sheet, attachments, and document: 8

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

TRADEMARK
 REEL: 002672 FRAME: 0703

SCHEDULE A**U.S. TRADEMARK REGISTRATIONS**

<u>MARK</u>	<u>REG. NO.</u>
ADSINVIEW	2,546,680
CYCLE-SAT	1,466,634
DEDICATED LITE	2,321,598
FIRST VIDEO	1,784,986
FIRST VIDEO & DESIGN	2,283,034
FLEX-CIR	2,339,356
GLOBAL ACCESS	2,226,815
GLOBAL SHUTLE	2,352,579
IBEAM	2,336,725
IBEAM BROADCASTING	2,306,604
MEDIAXTRANET	2,514,484
NATIONAL GATEWAY	1,420,451
PACIFICVISION	2,065,588
THE CATCH SERVER	2,569,456
V & DESIGN	2,281,216
V F & DESIGN	2,281,219
VENUENET	1,977,269
VIDGITAL	2,033,067
VIRTUAL TELEPORT	2,060,832
VYVX	1,595,720
VYVX & DESIGN	1,929,143
VYVX MEDIAXTRANET	2,524,363
WHEN IT'S VIDEO, VYVX IT	2,392,636

NYA 594617.1

U.S. TRADEMARK APPLICATIONS

<u>MARK</u>	<u>APP. NO.</u>
SERIOUS BANDWIDTH	76/459,636
STREAMING THE BEST OF YOUR BUSINESS	76/189,110
THE CATCH SERVER	76/111,191
THE ONLY WHOLESALE-ONLY MULTI-SERVICE NETWORK	76/111,190
VIDEOVPN	76/189,111
VYVXIN VIEW	76/162,979
WE HAVE. WE CAN. WE WILL.	76/377,215
WHERE YOUR MEDIA LIVES	75/939,861

NYA 594617.1

TRADEMARK SUPPLEMENT

TRADEMARK SUPPLEMENT dated as of April __, 2003 (the "**Supplement**") between WITEL COMMUNICATIONS GROUP, INC., a Delaware corporation (the "**Loan Party**") and BANK OF AMERICA, N.A., as administrative agent (the "**Administrative Agent**").

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 WiTel Communications, LLC (formerly known as Williams Communications, LLC) (the "**Borrower**"), the Guarantors referred to therein, the lenders referred to therein (the "**Lenders**"), Bank of America, N.A. (the "**Administrative Agent**"), JP Morgan Chase Bank, as Syndication Agent, and Salomon Smith Barney Inc. and Merrill Lynch & Co., as Co-Documentation Agents, the Lenders made loans to the Borrower and the Issuing Bank has agreed to issue letters of credit for the account of the Borrower subject to the terms and provisions of the Credit Agreement;

WHEREAS, reference is hereby made to that certain 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 Administrative Agent and each of the Loan Parties who are signatories thereto (the "**Existing Loan Parties**"), pursuant to which each of the Existing Loan Parties granted, pledged, assigned and hypothecated to the Administrative Agent (for the benefit of the Secured Parties (as defined in the Credit Agreement)), a security interest in all right, title and interest of such Existing Loan Party in and to the Collateral (as defined in the Security Agreement), to secure such Existing Loan Party's Obligations (as defined in the Security Agreement);

WHEREAS, reference is hereby made to that certain Amended and Restated Trademark Security Agreement, dated as of April 23, 2001, as amended and restated as of October 15, 2002 (as the same may be amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "**Trademark Security Agreement**"), between the Existing Loan Parties and the Administrative Agent, pursuant to which each of the Existing Loan Parties granted to the Administrative Agent (for the benefit of the Secured Parties), as security for such Existing Loan Party's Obligations, a continuing security interest in all of such Existing Loan Party's right, title and interest in and to the Trademark Collateral, as more fully set forth in the Trademark Security Agreement;

WHEREAS, the Loan Party has acquired or created additional Trademark Collateral since the date of execution of the Trademark Security Agreement and the most recent Supplement and holds certain additional Trademarks and rights under Trademark law with respect to the Trademark Collateral;

WHEREAS, Schedule 1 to the Trademark Security Agreement does not reflect (i) all Trademark Collateral acquired or created by the Loan Party since the date of execution of the Trademark Security Agreement and the most recent Supplement or (ii) all of the Trademark Collateral held by the Loan Party;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the Loan Party hereby agrees as follows:

A. All capitalized terms used in this agreement that are not defined shall have the meaning ascribed to such term in the Security Agreement or the Trademark Security Agreement.

NYA 597154.2

B. The Loan Party hereby grants to the Administrative Agent (for the benefit of the Secured Parties), as security for such Loan Party's Obligations, a continuing security interest in and to all of such Loan Party's right, title and interest in and to the Trademark Collateral being added to Schedule 1 to the Trademark Security Agreement pursuant to paragraphs C and D below, as contemplated by, and as more fully set forth in, the Trademark Security Agreement.

C. Schedule 1 to the Trademark Security Agreement is hereby supplemented, effective as of the date hereof, so as to reflect all of the Trademark Collateral in and to which the Loan Party has granted a continuing security interest to the Administrative Agent (for the benefit of the Secured Parties) pursuant to the terms of the Trademark Security Agreement.

D. The following Trademark Collateral is hereby added to Schedule 1 to the Trademark Security Agreement:

<u>Title</u>	<u>Description</u>	<u>Application Serial No.</u>	<u>Filing Date</u>
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See attached Schedule A.

Except as expressly supplemented hereby, the Trademark Security Agreement, all documents contemplated thereby and any previously executed Supplements thereto, are each hereby confirmed and ratified by the Loan Party.

The execution and filing of this Supplement, and the addition of the Trademark Collateral set forth herein to Schedule 1 to the Trademark Security Agreement are not intended by the parties to derogate from, or extinguish, any of the Administrative Agent's rights or remedies under (i) the Trademark Security Agreement and/or any agreement, amendment or supplement thereto or any other instrument executed by the Loan Party and heretofore recorded or submitted for recording to perfect the Liens of the Administrative Agent (for the benefit of the Secured Parties) in the U.S. Copyright Office or the U.S. Patent and Trademark Office or (ii) any financing statement, continuation statement, deed or charge or other instrument executed by the Loan Party and heretofore filed in any state or county in the United States of America or elsewhere to perfect the Liens of the Administrative Agreement (for the benefit of the Secured Parties).

IN WITNESS WHEREOF, the Loan Party has caused this Supplement to be duly executed as of the day and year first written above.



WILTEL COMMUNICATIONS GROUP, INC.

By: *[Signature]*
Name:
Title:

STATE OF Oklahoma

:SS.:

COUNTY OF Tulsa

On this the 24th day of April 2003, before me, Dorothy R Messner
the undersigned Notary Public, personally appeared Mardi de Verges.

☒ personally known to me,

[] proved to me on the basis of satisfactory evidence, to be the _____ of WILTEL
COMMUNICATIONS GROUP, INC. (the "Company") who executed the foregoing instrument on behalf
of the Company and acknowledged that the Company executed it pursuant to a resolution of its
_____.

WITNESS my hand and official seal.

Dorothy R Messner
Notary Public January 13, 2005
Comm No 00000462