

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Release of Security Interests

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Antares Capital Corporation		10/05/2000	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	101communications LLC
Street Address:	9121 Oakdale Avenue
Internal Address:	Suite 101
City:	Chatsworth
State/Country:	CALIFORNIA
Postal Code:	91311
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 28

Property Type	Number
Registration Number:	1766954
Registration Number:	1832457
Registration Number:	1883511
Registration Number:	1884341
Registration Number:	1884004
Registration Number:	2028722
Registration Number:	1973381
Registration Number:	2008447
Registration Number:	1697165
Registration Number:	2118565
Registration Number:	2141995

TRADEMARK

REEL: 002676 FRAME: 0018

900000779

CH \$715.00 1766954

Registration Number:	1936245
Registration Number:	1937606
Registration Number:	1921526
Registration Number:	1970222
Registration Number:	2532557
Serial Number:	75471273
Serial Number:	75587246
Serial Number:	75643934
Serial Number:	75495207
Serial Number:	75505235
Serial Number:	75505228
Serial Number:	75550246
Serial Number:	75550244
Serial Number:	75693194
Registration Number:	1810038
Registration Number:	1902929
Registration Number:	2146251

CORRESPONDENCE DATA

Fax Number: (214)981-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214-981-3319
 Email: mroberts@sidley.com
 Correspondent Name: Elisabeth A. Evert
 Address Line 1: 717 North Harwood
 Address Line 2: Suite 3400
 Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	16435-10020
NAME OF SUBMITTER:	Elisabeth A. Evert

Total Attachments: 2
 source=ant 4 all#page1.tif
 source=ant 4 all#page2.tif



Antares

Antares Capital Corporation
311 S. Wacker Drive, Suite 6400
Chicago, Illinois 60606

tel 312-697-3999
fax 312-697-3998

PAY-OFF AND RELEASE LETTER

October 5, 2000

101communications LLC
9121 Oakdale Avenue
Chatsworth, California 91311

Re: Credit Agreement dated as of 8-16-99 (the "Credit Agreement") among 101communications LLC (the "Borrower"), the lenders named therein (collectively, the "Lenders"), and Antares Capital Corporation, as agent (the "Agent")

Ladies and Gentlemen:

You have advised us that on October 5, 2000 (the "Pay-Off Date"), you intend to repay in full all amounts owed on loans made to you pursuant to the Credit Agreement and interest thereon and repay all obligations owed by the Borrower under the Credit Agreement and all related loan and collateral documents.

Please be advised that, assuming there are no additional loans made after the date hereof, on the Pay-Off Date, the following amounts (the "Total Due") will be owing under the Credit Agreement:

Principal:	\$ 41,225,865.50
Interest:	\$ <u>14,595.08</u>
TOTAL DUE:	\$ <u>41,240,460.58</u>

The Total Due is to be remitted to us by wire transfer of immediately available funds as follows:

Citibank, NA
New York, NY
ABA #: 021-000-089
For Further Credit To: Antares Capital Corporation
Account #: 4070 6016

138936.00014
P:\Shared\Accounts\ACUSTFAX\101 Communications\101 payoff letter.doc



Antares

101communications LLC

October 5, 2000

Page 2

Please be advised that if we do not receive the Total Due by 1:00 p.m. (Central Daylight Savings Time) on the Pay-Off Date, such amount shall increase by \$ 13,169.80 (the "Per Diem Amount") on such day and on each day thereafter until we receive such Total Due plus the appropriate Per Diem Amount in the manner provided above.

Upon our receipt of the Total Due, as increased by the appropriate Per Diem Amount, if any, all of the Lenders' and the Agent's liens on your property pledged as collateral pursuant to the Credit Agreement and any related documents shall be released, including, without limitation, the Agent's liens on accounts receivable, inventory and equipment, and we will release to you or your counsel, Paul G. Galt, Esq., the relevant ownership certificates, if any, promissory notes marked cancelled, the Uniform Commercial Code ("UCC") notices of termination and such other release documents as shall give effect to such release (provided that such UCC notices of termination and such releases are prepared and recorded at your expense).

We hereby acknowledge that upon receipt of the Total Due in immediately available funds, all indebtedness of the Borrower under the Credit Agreement owing to the Agent from the Borrower shall be paid in full.

Sincerely yours,

ANTARES CAPITAL CORPORATION, as Agent

By: Grant R. Haggard
Name: Grant R. Haggard
Title: Vice President

Acknowledged and Agreed to
this ____ day of October, 2000:

101COMMUNICATIONS LLC

By: _____
Name: _____
Title: _____

13393A.00014
FrSharedAccounting\CUSTFAX\101 Communications\101 payoff letter.doc