

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Expanets, Inc.		06/12/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Congress Financial Corporation
Street Address:	251 South Lake Avenue, Suite 900
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 5

Property Type	Number
Serial Number:	76350590
Registration Number:	2421977
Registration Number:	2407071
Registration Number:	2561165
Registration Number:	2701685

CORRESPONDENCE DATA

Fax Number: (202)457-6315
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: dlodge@pattonboggs.com
 Correspondent Name: Deborah M. Lodge
 Address Line 1: 2550 M Street, N.W.
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

CH \$140.00 76350590

ATTORNEY DOCKET NUMBER:

009090.0187

NAME OF SUBMITTER:

Deborah M. Lodge

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

WHEREAS, EXPANETS, INC., a Delaware corporation (“Grantor”), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor and CONGRESS FINANCIAL CORPORATION (WESTERN), a California corporation (“Grantee”), are parties to a Loan and Security Agreement dated June 12, 2003 (as the same may be amended and in effect from time to time, the “Loan Agreement”), providing that Grantee will make certain loans to Grantor; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a security interest in all of the assets (other than real property) of Grantor including all right, title and interest of Grantor in, to and under all of the following now owned or hereafter created or acquired by Grantor: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith including 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 including, without limitation, those described in Schedule 1 annexed hereto; (b) all reissues, extensions or renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing including damages or payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; (f) all goodwill associated with and symbolized by any of the foregoing (items (a)-(g) above collectively referred to hereto as “Trademark”); (g) Trademark registrations, (h) Trademark applications and (i) any written agreement now or hereafter in existence granting to Grantor any right to use any Trademark, including, without limitation, the agreements described in Schedule 1 annexed hereto, together with the goodwill of the business symbolized by Grantor’s Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor’s 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 presently existing or hereafter created or acquired;

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extension thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

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

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark 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.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 12th day of June, 2003.

Expanets, Inc.

By: 

Name: Christopher J. Younger

Title: President

ACKNOWLEDGED AND ACCEPTED
ON THE DATE FIRST WRITTEN
ABOVE:

CONGRESS FINANCIAL CORPORATION (WESTERN)

By: _____

Name: John C. Steiner

Title: First Vice President

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 12th day of June, 2003.

Expanets, Inc.

By: _____
Name: Christopher J. Younger
Title: President

ACKNOWLEDGED AND ACCEPTED
ON THE DATE FIRST WRITTEN
ABOVE:

CONGRESS FINANCIAL CORPORATION (WESTERN)

By: *John C. Steiner*
Name: John C. Steiner
Title: First Vice President

ACKNOWLEDGEMENT

STATE OF Colorado §

COUNTY OF Douglas §

On this 12 day of June, 2003, before me personally appeared Christopher J. Younger to me known to be the President of Expanets, Inc., a Delaware corporation, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Laura C. Quirk
Notary Public in and for the State of Colorado
Printed Name: Laura C. Quirk
Commission Expires: 10/01/03

**Schedule 1
to Trademark
Security Agreement**

TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>	<u>COUNTRY</u>
EXP@NETS (stylized)	2,421,977	Jan. 16, 2001	UNITED STATES
EXPANETS	2,407,071	Nov. 21, 2000	UNITED STATES
EXPERIENCED AT NETWORKED SOLUTIONS	2,561,165	Apr. 16, 2002	UNITED STATES
WE LISTEN. WE CONNECT	2,701,685	Apr. 1, 2003	UNITED STATES

TRADEMARK APPLICATIONS

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>APPLICATION DATE</u>	<u>COUNTRY</u>
EXPANETS VOICE CONTROL	76/350,590	Dec. 14, 2001	UNITED STATES

TRADEMARK LICENSES

Expanets, Inc. and its Affiliates do not have any exclusive trademark licenses. Through various reseller and distributor agreements, Expanets does have several limited rights to use those parties names, marks, etc. exclusively in relation to performance under the various agreements.

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
	See above.	