



05-02-2003



102437608

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

RE

U.S. DEPARTMENT OF COMMERCE U.S. 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): 4.29.03  
 TelVerse Communications, 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: MVP America, LP  
 Internal  
 Address: Attn: Jeffrey Friedman  
 Street Address: 8201 Greensboro Drive, Suite 216  
 City: Falls Church State: VA Zip: 22102

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporate-State \_\_\_\_\_  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representation designation is attached:  Yes  No  
 Designation must be a separate document from assignment)  
 Additional name(s) & address(es) attached?  Yes  No  
 (See Attachment A)

3. Nature of conveyance:

Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other Amended & Restated Security Agreement

Executive Date: April 1, 2003

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

A. Trademark Application No.(s) 78/058,403 & 78/060,368

Additional number(s) attached  Yes  No

B. Trade Registration No. (s) \_\_\_\_\_

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

Name: Brent T. Salmons, Esq.  
 Internal Address: Swidler Berlin Shereff Friedman, LLP  
 Street Address: 3000 K Street, N.W., Suite 300  
 City: Washington State: DC Zip: 20007

6. Total number of applications and registrations involved: ..... 2

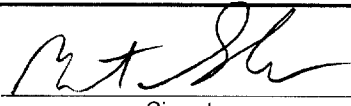
7. Total fee (37 CFR 3.41) ..... \$ 65.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
19-5127 (15759.0003)

DO NOT USE THIS SPACE

9. Signature.

Brent T. Salmons, Esq.  April 29, 2003  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 19

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

05/01/2003 6TOM11 00000106 195127 78058403

40.00 CH 25.00 CR

TRADEMARK REEL: 002722 FRAME: 0951



**ATTACHMENT A**

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

Beheko Corp. Ltd.

Voracious Ventures, Inc.

Lincoln American Investments, Inc.

Robert Allan MacKenzie

Calwin Investments Ltd.

Slocan Investments Ltd.

David Arthur Norman & Mannie Ruth Norman TTEE  
Norman Family Revocable Trust U/A DTD 08/20/87

Michael F. Sullivan & Alexandra K. Sullivan,  
Joint Tenants with Rights of Survivorship

Mike Borsetti

EUROQUBE S.A.

**AMENDED AND RESTATED  
SECURITY AGREEMENT**

This Amended and Restated Security Agreement (as amended, modified or otherwise supplemented from time to time, this "**Restated Security Agreement**"), is entered into as of April 1, 2003, by and among TelVerse Communications, Inc., a Delaware corporation (together with its successors and assigns, "**Company**"), Beheko Corp. Ltd., as the Collateral Agent (as herein defined), and each of the Investors listed on the signature pages attached hereto (collectively, the "**Investors**").

**RECITALS**

A. WHEREAS, pursuant to that certain Note and Warrant Purchase Agreement, dated as of July 29, 2002, by and among Company and each of the Investors (as the same may have been amended from time to time, the "**Original Note Purchase Agreement**"), among other things, at one or more closings, Company issued to each such Investor one or more Secured Convertible Promissory Notes, dated as of July 29, 2002, July 30, 2002, July 31, 2002, November 27, 2002, December 2, 2002, December 12, 2002 and/or December 15, 2002 (as applicable), in each instance, as the same may be amended, modified, supplemented or replaced from time to time (collectively, the "**2002 Notes**"), and executed and delivered to Collateral Agent and the Investors a Security Agreement, dated as of July 29, 2002 (as the same may have been amended from time to time, the "**Original Security Agreement**").

B. WHEREAS, on January 13, 2003, Company and the Investors amended and restated the Original Note Purchase Agreement and entered into that certain Amended and Restated Note and Warrant Purchase Agreement (as the same may be amended from time to time, the "**Restated Note Purchase Agreement**"), pursuant to which, among other things, at one or more closings, Company issued to, and/or plans or may to issue to, certain of the Investors one or more Secured Convertible Promissory Notes, dated (1) as of January 13, 2003, January 15, 2003 and/or February 25, 2003 (as applicable), and/or (2) on or after March 15, 2003 (as applicable), in each instance, as the same may be amended, modified, supplemented or replaced from time to time (collectively, the "**2003 Notes**", and together with the 2002 Notes and all other secured promissory notes (in each instance, as the same may be amended, modified, supplemented or replaced from time to time) that are now or hereafter may be issued pursuant to the Restated Note Purchase Agreement, the "**Notes**").

C. WHEREAS, Company and the Investors desire to amend and restate the Original Security Agreement in its entirety and adopt in its place this Restated Security Agreement in order to grant a security interest in the Collateral (as herein defined) to Collateral Agent and the Investors to secure all of the Notes.

**AGREEMENT**

NOW, THEREFORE, in consideration of the above recitals, the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company, Collateral Agent and the Investors, intending to be legally bound, hereby amend and restate the Security Agreement and adopt in its place this Restated Security Agreement and agree as follows:

1. Definitions and Interpretation; Recitals.

(a) Definitions and Interpretations. When used in this Restated Security Agreement, the following terms have the following respective meanings:

“Collateral” has the meaning given to that term in Section 2 hereof.

“Obligations” means all loans, advances, debts, liabilities and obligations, howsoever arising, owed by Company to the Investors of every kind and description (whether or not evidenced by any note or instrument and whether or not for the payment of money), now existing or hereafter arising under or pursuant to the terms of the Notes and the other Transaction Documents, including, all principal, interest, fees, charges, expenses, attorneys’ fees and costs and accountants’ fees and costs chargeable to and payable by Company hereunder and thereunder, in each case, whether direct or indirect, absolute or contingent, due or to become due, and whether or not arising after the commencement of a proceeding under Title 11 of the United States Code (11 U.S.C. Section 101 et seq.), as amended from time to time (including post-petition interest) and whether or not allowed or allowable as a claim in any such proceeding.

“Permitted Liens” means (a) Liens for taxes not yet delinquent or Liens for taxes being contested in good faith and by appropriate proceedings for which adequate reserves have been established; (b) Liens in respect of property or assets imposed by law which were incurred in the ordinary course of business, such as carriers’, warehousemen’s, materialmen’s and mechanics’ Liens and other similar Liens arising in the ordinary course of business which are not delinquent or remain payable without penalty or which are being contested in good faith and by appropriate proceedings; (c) Liens incurred or deposits made in the ordinary course of business in connection with workers’ compensation, unemployment insurance and other types of social security, and mechanic’s Liens, carrier’s Liens and other Liens to secure the performance of tenders, statutory obligations, contract bids, government contracts, performance and return of money bonds and other similar obligations, incurred in the ordinary course of business, whether pursuant to statutory requirements, common law or consensual arrangements; (d) Liens in favor of the Collateral Agent and the Investors created pursuant to this Agreement; (e) Liens securing obligations under a capital lease if such Liens do not extend to property other than the property leased under such capital lease; (f) Liens upon any equipment acquired or held by Company or any of its Subsidiaries to secure the purchase price of such equipment or indebtedness incurred solely for the purpose of financing the acquisition of such equipment, so long as such Lien extends only to the equipment financed, and any accessions, replacements, substitutions and proceeds (including insurance proceeds) thereof or thereto; (g) Liens in favor of customs and revenue authorities arising as a matter of law to secure payments of customs duties in connection with the importation of goods, (h) Liens which constitute rights of setoff of a customary nature or banker’s liens, whether arising by law or by contract; (i) Liens on insurance proceeds in favor of insurance companies granted solely as security for financed premiums; (j) Leases or subleases and licenses or sublicenses granted in the ordinary course of Company’s business; and (k) Liens consented to in writing by the Investors holding a Majority in Interest (as defined in the Notes).

“UCC” means the Uniform Commercial Code as in effect in the State of Delaware from time to time.

All capitalized terms not otherwise defined herein shall have the respective meanings given in the Notes. Unless otherwise defined herein, all terms defined in the UCC have the respective meanings given to those terms in the UCC.

(b) Recitals. The foregoing recitals are by this reference, hereby incorporated herein and made a substantive part hereof.

2. Grant of Security Interest. In order to secure the prompt repayment and performance of the Notes and the Obligations, Company hereby grants and pledges to Collateral Agent and the Investors a continuing

security interest of first priority in all of Company's right, title and interests in, to and under the property described in Attachment 1 hereto, whether now existing or hereafter from time to time acquired, including, without limitation, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits) (collectively, the "Collateral"). Notwithstanding the foregoing, the security interest granted herein shall not extend to and the term "Collateral" shall not include any property, rights or licenses to the extent the granting of a security interest therein is held to be contrary to applicable law by a court of competent jurisdiction.

3. General Representations and Warranties. Company represents and warrants to Collateral Agent and the Investors on the date hereof that (a) Company is the sole legal and beneficial owner of the Collateral (or, in the case of after-acquired Collateral, at the time Company acquires rights in the Collateral, will be the owner thereof) and that no other Person has (or, in the case of after-acquired Collateral, at the time Company acquires rights therein, will have) any right, title, claim or interest (by way of Lien or otherwise) in, against or to the Collateral, other than Permitted Liens; and (b) upon the filing of UCC-1 financing statements in the appropriate filing offices, Collateral Agent and the Investors have (or in the case of after-acquired Collateral, at the time Company acquires rights therein, will have) a first priority perfected security interest in the Collateral, to the extent that a security interest in the Collateral can be perfected by such filing, except for Permitted Liens (excluding Liens in favor of the Collateral Agent).

4. Representations and Warranties regarding Intellectual Property. Company represents and warrants to Collateral Agent and the Investors on the date hereof that: (a) there is no claim by any third party that any of Company's patents, trademarks, copyrights or mask works are invalid or unenforceable or do or may violate the rights of any Person; (b) Company has obtained from each employee who may be considered the inventor of patentable inventions (invented within the scope of such employee's employment with Company) an assignment to Company of all rights to such inventions, including patents; (c) Company has taken all reasonable steps necessary to protect the secrecy and the validity under applicable law of all material trade secrets; and (d) Company has, except for Permitted Liens, the sole, full and unencumbered right and interest in and to the patent applications and trademarks identified on Attachment 1 and the goods and the services covered by the registrations thereof and, to the extent registered, such registrations are valid and unenforceable and in full force and effect.

5. Covenants Relating to Collateral. Company hereby agrees (a) to perform all acts that may be reasonably necessary to maintain, preserve, protect and perfect the Collateral, the Lien granted to Collateral Agent and the Investors therein and the perfection and priority of such Lien; (b) not to use or permit any Collateral to be used (i) in violation in any material respect of any applicable law, rule or regulation, or (ii) in violation of any policy of insurance covering the Collateral; (c) to pay promptly when due all material taxes and other governmental charges, all Liens and all other charges now or hereafter imposed upon or affecting any Collateral; (d) without 30 days' written notice to Collateral Agent, (i) not to change Company's name or place of business (or, if Company has more than one place of business, its chief executive office), or the office in which Company's records relating to accounts receivable and payment intangibles are kept, and (ii) not to change Company's state of incorporation; (e) to procure, execute and deliver from time to time any endorsements, assignments, financing statements and other writings reasonably deemed necessary or appropriate by Collateral Agent to perfect, maintain and protect its Lien hereunder and the priority thereof and to deliver promptly to Collateral Agent all originals of Collateral consisting of instruments; (f) to appear in and defend any action or proceeding which may affect its title to or Collateral Agent's interest in the Collateral; (g) if Collateral Agent gives value to enable Company to acquire rights in or the use of any Collateral, to use such value for such purpose; (h) to keep separate, accurate and complete records of the Collateral and to provide Collateral Agent with such records and such other reports and information relating

to the Collateral as Collateral Agent may reasonably request from time to time; (i) not to surrender or lose possession of (other than to Collateral Agent), sell, encumber, lease, rent, or otherwise dispose of or transfer any Collateral or right or interest therein, and to keep the Collateral free of all Liens except Permitted Liens; provided, however, that Company may sell, lease, transfer, license or otherwise dispose of any of the Collateral in the ordinary course of business consisting of (i) the sale of inventory, (ii) sales of worn-out or obsolete equipment, and (iii) non-exclusive licenses and similar arrangements for the use of the property of Company; (j) to collect, enforce and receive delivery of the accounts receivable and payment intangibles in accordance with past practice until otherwise notified by Collateral Agent; (k) to comply with all material requirements of law relating to the production, possession, operation, maintenance and control of the Collateral (including the Fair Labor Standards Act) and (l) to permit Collateral Agent and its representatives the right, at any time during normal business hours, upon reasonable prior notice, to visit and inspect the properties and Collateral of Company and its corporate, financial and operating records, and make abstracts therefrom, and to discuss Company's affairs, finances and accounts with its directors, officers and independent public accountants.

6. Authorized Action by Collateral Agent. Company hereby irrevocably appoints Collateral Agent as its attorney-in-fact (which appointment is coupled with an interest) and agrees that Collateral Agent may perform (but Collateral Agent shall not be obligated to and shall incur no liability to Company or any third party for failure so to do) any act which Company is obligated by this Security Agreement to perform, and to exercise such rights and powers as Company might exercise with respect to the Collateral, including the right to (a) collect by legal proceedings or otherwise and endorse, receive and receipt for all dividends, interest, payments, proceeds and other sums and property now or hereafter payable on or on account of the Collateral; (b) enter into any extension, reorganization, deposit, merger, consolidation or other agreement pertaining to, or deposit, surrender, accept, hold or apply other property in exchange for the Collateral; (c) make any compromise or settlement, and take any action it deems advisable, with respect to the Collateral; (d) insure, process and preserve the Collateral; (e) pay any indebtedness of Company relating to the Collateral; and (f) execute UCC financing statements and other documents, instruments and agreements required hereunder; provided, however, that Collateral Agent shall not exercise any such powers granted pursuant to subsections (a) through (e) prior to the occurrence and continuance of an Event of Default and shall only exercise such powers during the continuance of an Event of Default. It is further agreed and understood between the parties hereto that such care as Collateral Agent gives to the safekeeping of its own property of like kind shall constitute reasonable care of the Collateral when in Collateral Agent's possession; provided, however, that Collateral Agent shall not be required to make any presentment, demand or protest, or give any notice and need not take any action to preserve any rights against any prior party or any other person in connection with the Obligations or with respect to the Collateral.

#### 7. Default and Remedies.

(a) Default. Company shall be deemed in default under this Restated Security Agreement upon the occurrence and during the continuance of an Event of Default (as defined in the Notes).

(b) Remedies. Upon the occurrence and during the continuance of any such Event of Default, Collateral Agent (and/or its designee(s), on behalf of the Investors), with the written consent of the Investors holding a Majority in Interest, shall have the rights of a secured creditor under the UCC, all rights granted by this Restated Security Agreement and by law, including the right to: (a) require Company to assemble the Collateral and make it available to Collateral Agent and the Investors at a place to be designated by Collateral Agent and the Investors holding a Majority in Interest; and (b) prior to the disposition of the Collateral, store, process, repair or recondition it or otherwise prepare it for disposition in any manner and to the extent

Collateral Agent and the Investors holding a Majority in Interest deem appropriate and in connection with such preparation and disposition, without charge, use any trademark, trade name, copyright, patent or technical process used by Company. Company hereby agrees that thirty (30) days' notice of any intended sale or disposition of any Collateral is reasonable. In furtherance of Collateral Agent's rights hereunder, Company hereby grants to the Investors an irrevocable, non-exclusive license (exercisable without royalty or other payment by the Investors, but only in connection with the exercise of remedies hereunder) to use, license or sublicense any patent, trademark, trade name, copyright or other intellectual property in which Company now or hereafter has any right, title or interest together with the right of access to all media in which any of the foregoing may be recorded or stored

(c) Application of Collateral Proceeds. The proceeds and/or avails of the Collateral, or any part thereof, and the proceeds and the avails of any remedy hereunder (as well as any other amounts of any kind held by Collateral Agent at the time of, or received by Collateral Agent after, the occurrence of an Event of Default) shall be paid to and applied as follows:

(i) First, to the payment of reasonable costs and expenses, including all amounts expended to preserve the value of the Collateral, of foreclosure or suit, if any, and of such sale and the exercise of any other rights or remedies, and of all proper fees, expenses, liability and advances, including reasonable legal expenses and attorneys' fees, in each instance, incurred or made hereunder by Collateral Agent;

(ii) Second, to the payment to each Investor of the amounts then owing or unpaid on such Investor's Note(s), and in case such proceeds shall be insufficient to pay in full the whole amounts so due, owing or unpaid upon such Note(s), then each such Investor's Pro Rata Share of the amount remaining to be distributed (to be applied first to accrued interest and second to outstanding principal);

(iii) Third, to the payment of other amounts then payable to each Investor under any of the Transaction Documents, and in case such proceeds shall be insufficient to pay in full the whole amounts so due, owing or unpaid under such Transaction Documents, then such Investor's Pro Rata Share of the amount remaining to be distributed; and

(iv) Fourth, to the payment of the surplus, if any, to Company, its successors and assigns, or to whomsoever may be lawfully entitled to receive the same.

For purposes of this Restated Security Agreement, the term "**Pro Rata Share**" shall mean, when calculating an Investor's portion of any distribution or amount, that distribution or amount (expressed as a percentage) equal to a fraction (i) the numerator of which is the outstanding principal amount of such Investor's Note(s) and (ii) the denominator of which is the aggregate outstanding principal amount of all Notes. In the event that an Investor receives payments or distributions in excess of such Investor's Pro Rata Share, then such Investor shall hold in trust all such excess payments or distributions for the benefit of the other Investors and shall pay such amounts held in trust to such other Investors upon demand by such Investors.

## 8. Collateral Agent.

(a) Appointment. The Investors hereby appoint Beheko Corp. Ltd. as collateral agent for the Investors under this Restated Security Agreement (in such capacity, the "**Collateral Agent**") to serve from the date hereof until the termination of this Restated Security Agreement.

(b) Powers and Duties of Collateral Agent, Indemnity by Investors.

(i) Each Investor hereby irrevocably authorizes the Collateral Agent, with the written consent of Investors holding a Majority in Interest, to take such action and to exercise such powers hereunder as provided herein or as requested in writing by the Investors holding a Majority in Interest in accordance with the terms hereof, together with such powers as are reasonably incidental thereto. Collateral Agent may execute any of its duties hereunder by or through agents or employees and shall be entitled to request and act in reliance upon the advise of counsel concerning all matters pertaining to its duties hereunder and shall not be liable for any action taken or omitted to be taken by it in good faith in accordance therewith.

(ii) Neither the Collateral Agent nor any of its directors, officers or employees shall be liable or responsible to any Investor or to Company for any action taken or omitted to be taken by Collateral Agent or any other such person hereunder or under any related agreement, instrument or document, except in the case of gross negligence or willful misconduct on the part of the Collateral Agent, nor shall the Collateral Agent or any of its directors, officers or employees be liable or responsible for (i) the validity, effectiveness, sufficiency, enforceability or enforcement of the Notes, this Restated Security Agreement or any instrument or document delivered hereunder or relating hereto; (ii) the title of Company to any of the Collateral or the freedom of any of the Collateral from any prior or other liens or security interests; (iii) the determination, verification or enforcement of Company's compliance with any of the terms and conditions of this Restated Security Agreement; (iv) the failure by Company to deliver any instrument or document required to be delivered pursuant to the terms hereof; or (v) the receipt, disbursement, waiver, extension or other handling of payments or proceeds made or received with respect to the Collateral, the servicing of the Collateral or the enforcement or the collection of any amounts owing with respect to the Collateral.

(iii) In the case of this Restated Security Agreement and the transactions contemplated hereby and any related document relating to any of the Collateral, each of the Investors agrees to pay to the Collateral Agent, on demand, its Pro Rata Share of reasonable fees and reasonable expenses incurred in connection with the operation and enforcement of this Restated Security Agreement, the Notes or any related agreement. In the case of this Restated Security Agreement and each instrument and document relating to any of the Collateral, each of the Investors and the Company hereby agrees to hold the Collateral Agent harmless, and to indemnify the Collateral Agent from and against any and all loss, damage, expense or liability which may be incurred by the Collateral Agent under this Restated Security Agreement and the transactions contemplated hereby and any related agreement or other instrument or document, as the case may be, unless such liability shall be caused by the willful misconduct or gross negligence of the Collateral Agent.

(c) Resignation or Removal of Collateral Agent. If at any time the Collateral Agent deems it advisable, in its sole discretion, it may submit to each of the Investors and the Company a written notification of its resignation as the Collateral Agent under this Restated Security Agreement, such resignation to be effective on the thirtieth (30<sup>th</sup>) day after the date of such notice, provided, however, that the retiring Collateral Agent shall continue to serve until the successor Collateral Agent shall have been selected. The Collateral Agent may be removed at any time, with or without cause, by vote of the Investors holding a Majority in Interest. Upon any resignation or removal, the Investors holding a Majority in Interest shall have the right to appoint a successor Collateral Agent from among the Investors. If no successor Collateral Agent shall have been so appointed by the Investors holding a Majority in Interest and accepted such appointment within thirty (30) days after the retiring Collateral Agent giving of notice of resignation, then the retiring Collateral Agent will have to continue as successor Collateral Agent until termination of this Restated Security Agreement. Upon the acceptance of any appointment as Collateral Agent hereunder by a successor Collateral Agent, such successor Collateral Agent shall thereupon (i) give written notice to the Company of its appointment, and (ii)



succeed to and become vested with all the rights, powers, privileges and duties of the retiring Collateral Agent, and the retiring Collateral Agent shall be discharged from its duties and obligations under this Restated Security Agreement. Company and the Investors shall execute such documents as shall be necessary to effect such appointment.

9. Miscellaneous.

(a) Notices. Except as otherwise provided herein, all notices, requests, demands, consents, instructions or other communications to or upon Company or Collateral Agent (on behalf of the Investors) under this Restated Security Agreement shall be in writing and mailed or delivered to each party to the facsimile number or its address set forth below (or to such other address as the recipient of any notice shall have notified the other in writing). All such notices and communications shall be effective (a) when sent by Federal Express or other overnight service of recognized standing, on the business day following the deposit with such service; (b) when mailed, by registered or certified mail, first class postage prepaid and addressed as aforesaid through the United States Postal Service, upon receipt; and (c) when delivered by hand, upon delivery.

Collateral Agent:

Behoko Corp. Ltd.  
1700, 801 – 6<sup>th</sup> Avenue S.W.  
Calgary, Alberta T2P 3W2  
Canada  
Telephone: (403) 264-8382

Company:

TelVerse Communications, Inc.  
21351 Ridgetop Circle  
Dulles, Va 20166  
Telephone: (703) 726-4600

with a copy to:

Trevor J. Chaplick  
7927 Jones Branch Drive  
McLean, VA 22102  
Telephone: (703) 734-3100

(b) Nonwaiver. No failure or delay on Collateral Agent's part in exercising any right hereunder shall operate as a waiver thereof or of any other right nor shall any single or partial exercise of any such right preclude any other further exercise thereof or of any other right.

(c) Amendments and Waivers. This Restated Security Agreement may not be amended or modified, nor may any of its terms be waived, except by written instruments signed by (i) Company, (ii) Investors holding a Majority in Interest, and (iii) Collateral Agent. Each waiver or consent under any provision hereof shall be effective only in the specific instances for the purpose for which given.

(d) Assignments. This Restated Security Agreement shall be binding upon and inure to the benefit of Collateral Agent, the Investors and Company and their respective successors and assigns; provided, however, that Company may not sell, assign or delegate rights and obligations hereunder without the prior written consent of Collateral Agent.

(e) Cumulative Rights, etc. The rights, powers and remedies of Collateral Agent and the Investors under this Restated Security Agreement shall be in addition to all rights, powers and remedies given to Collateral Agent and the Investors by virtue of any applicable law, rule or regulation of any governmental authority, any Transaction Document or any other agreement, all of which rights, powers, and remedies shall be cumulative and may be exercised successively or concurrently without impairing Collateral Agent's or any Investor's rights hereunder. Company waives any right to require Collateral Agent or any Investor to proceed against any person or entity or to exhaust any Collateral or to pursue any remedy in Collateral Agent's or such Investor's power.

(f) Payments Free of Taxes, Etc. All payments made by Company under the Transaction Documents shall be made by Company free and clear of and without deduction for any and all present and future taxes, levies, charges, deductions and withholdings. In addition, Company shall pay upon demand any stamp or other taxes, levies or charges of any jurisdiction with respect to the execution, delivery, registration, performance and enforcement of this Restated Security Agreement. Upon request by Collateral Agent, Company shall furnish evidence satisfactory to Collateral Agent that all requisite authorizations and approvals by, and notices to and filings with, governmental authorities and regulatory bodies have been obtained and made and that all requisite taxes, levies and charges have been paid.

(g) Partial Invalidity. If at any time any provision of this Restated Security Agreement is or becomes illegal, invalid or unenforceable in any respect under the law or any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Restated Security Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

(h) Construction. Each of this Restated Security Agreement and the other Transaction Documents is the result of negotiations among, and has been reviewed by, Company, the Investors, Collateral Agent and their respective counsel. Accordingly, this Restated Security Agreement and the other Transaction Documents shall be deemed to be the product of all parties hereto, and no ambiguity shall be construed in favor of or against Company, the Investors or Collateral Agent.

(i) Entire Agreement. This Restated Security Agreement taken together with the other Transaction Documents constitute and contain the entire agreement of Company, the Investors and Collateral Agent and supersede any and all prior agreements, negotiations, correspondence, understandings and communications among the parties, whether written or oral, respecting the subject matter hereof.

(j) Other Interpretive Provisions. References in this Restated Security Agreement and each of the other Transaction Documents to any document, instrument or agreement (a) includes all exhibits, schedules and other attachments thereto, (b) includes all documents, instruments or agreements issued or executed in replacement thereof, and (c) means such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified and supplemented from time to time and in effect at any given time. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Restated Security Agreement or any other Transaction Document refer to this Restated Security Agreement or such other Transaction Document, as the case may be, as a whole and not to any particular provision of this Restated Security Agreement or such other Transaction Document, as the case may be. The words "include" and "including" and words of similar import when used in this Restated Security Agreement or any other Transaction Document shall not be construed to be limiting or exclusive.

(k) Governing Law. This Restated Security Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without reference to conflicts of law rules (except to the extent governed by the UCC).

(l) Counterparts. This Restated Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall be deemed to constitute one instrument.

**[The remainder of this page is intentionally left blank]**

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Security Agreement to be executed as of the day and year first above written.

**COMPANY:**

**TelVerse Communications, Inc.**

By: Matthew T. Collier  
Name: Matthew T. Collier  
Title: President and CEO

**COLLATERAL AGENT:**

**Behoko Corp. Ltd., as Collateral Agent**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**INVESTORS:**

**Behoko Corp. Ltd.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Voracious Ventures, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Lincoln American Investments, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MVP America, LP**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**[Amended and Restated Security Agreement Signature Page]**

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Security Agreement to be executed as of the day and year first above written.

**COMPANY:**

**TelVerse Communications, Inc.**

By: \_\_\_\_\_  
Name: **Matthew T. Collier**  
Title: **President and CEO**

**COLLATERAL AGENT:**

**Behoko Corp. Ltd., as Collateral Agent**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**INVESTORS:**

**Behoko Corp. Ltd.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

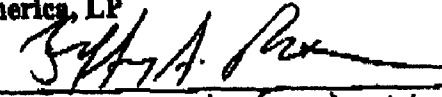
**Voracious Ventures, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Lincoln American Investments, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MVP America, LP**

By:   
Name: **JEFFREY A. FRIEDMAN**  
Title: **MANAGING DIRECTOR**

**[Amended and Restated Security Agreement Signature Page]**

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Security Agreement to be executed as of the day and year first above written.

**COMPANY:**

**TelVerse Communications, Inc.**

By: \_\_\_\_\_  
Name: Matthew T. Collier  
Title: President and CEO

**COLLATERAL AGENT:**

**Behoko Corp. Ltd., as Collateral Agent**

By: CB Barlow II  
Name: Chuck Barlow  
Title: Asst. Sec. Treas.

**INVESTORS:**

**Behoko Corp. Ltd.**

By: CB Barlow II  
Name: Chuck Barlow  
Title: Asst. Sec. Treas.

**Voracious Ventures, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Lincoln American Investments, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MVP America, LP**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**[Amended and Restated Security Agreement Signature Page]**

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Security Agreement to be executed as of the day and year first above written.

**Robert Allan MacKenzie**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

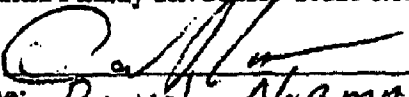
**Calwin Investments Ltd.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Slocan Investments Ltd.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**David Arthur Norman & Mamie Ruth Norman TTEE  
Norman Family Revocable Trust U/A DTD 08/20/87**

By:   
Name: David Norman  
Title: Trustee

**Michael F. Sullivan & Alexandra K. Sullivan,  
Joint Tenants with Rights of Survivorship**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Mike Borsetti**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EUROQUBE S.A.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**[Amended and Restated Security Agreement Signature Page]**

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Security Agreement to be executed as of the day and year first above written.

**Robert Allan MacKenzie**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Calvia Investments Ltd.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Slocan Investments Ltd.**

By: P. Poonagow  
Name: PAUL POONAGOW  
Title: PRES.

**David Arthur Norman & Mamie Ruth Norman TTEE  
Norman Family Revocable Trust U/A DTD 08/20/87**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Michael F. Sullivan & Alexandra K. Sullivan,  
Joint Tenants with Rights of Survivorship**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Mike Borsetti**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EUROQUBE S.A.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Amended and Restated Security Agreement Signature Page]



IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Security Agreement to be executed as of the day and year first above written.

**Robert Allan MacKenzie**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Calwin Investments Ltd.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Slocan Investments Ltd.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**David Arthur Norman & Mamie Ruth Norman TTEE  
Norman Family Revocable Trust U/A DTD 08/20/87**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**Michael F. Sullivan & Alexandra K. Sullivan,  
Joint Tenants with Rights of Survivorship**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Milke Borsetti**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EUROQUBE S.A.**

By:   
Name: ENZO TORRESI  
Title: EUROQUBE SA REPRESENTATIVE

[Amended and Restated Security Agreement Signature Page]

ATTACHMENT 1

TO AMENDED AND RESTATED SECURITY AGREEMENT

All right, title, interest, claims and demands of Telveise Communications, Inc., a Delaware corporation (“Telveise”), in, to and under the following property (the “Intellectual Property and Other Rights”):

(i) All intellectual property rights, now owned or hereafter acquired, including, without limitation, all patents, patent rights (and applications and registrations therefor), trademarks and service marks (and applications and registrations therefor), inventions, copyrights, mask works (and applications and registrations therefor), trade names, trade styles, software and computer programs, trade secrets, methods, processes, know how, drawings, specifications, descriptions, customer lists, and all memoranda, notes, and records with respect to any research and development, goodwill, license agreements, franchise agreements, blueprints, drawings, infringements, claims, computer programs, optical media, computer disks, computer tapes, literature, reports, catalogs and design rights, and whether in tangible or intangible form or contained on magnetic media readable by machine together with all such magnetic media; and

(ii) All cash proceeds received by Telveise pursuant to the Agreement for Purchase and Sale of Assets, dated as of October 2002, by and between Telveise and Edgewater Networks, Inc. (“Edgewater”), including, without limitation, pursuant to Section 2.4 (relating to cash consideration), Section 2.5 (relating to on-going royalties), and Section 11.1 (relating to payments in connection with a change in control of Edgewater) therein; and

(iii) All substitutions for, additions and accessions to and proceeds of any of the foregoing, including, without limitation, insurance, condemnation, requisition or similar payments and the proceeds thereof.

The Intellectual Property and Other Rights include the following:

**Patent Application(s):**

Provisional Application:

File Date: September 25, 2002.

Title: “Service”- “A method and system of implementing and managing IP telephony.”

Status: Provisional application pending.

**Trademarks:**

TELVERSE

TELVERSE COMMUNICATIONS