

12-11-2003
102620260

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Oasys Telecom, Inc. 12-5-03

- Individual(s)
- General Partnership
- Corporation-State - California
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: November 14, 2003

2. Name and address of receiving party(ies)

Name: Charles Industries, Ltd.

Internal Address:

Street Address: 5600 Apollo Drive

City: Rolling Meadows State: IL Zip: 60008

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,292,017 2,398,800 2,353,052

Additional number(s) attached Yes No

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

Name: Rebecca C. Ambriz, Paralegal

Internal Address: Sonnenschein Nath & Rosenthal

8000 Sears Tower

Street Address: 233 South Wacker Drive

12/11/2003 BYRNE 00000001 2292017

City: Chicago State: IL Zip: 60606

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:

(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.

Rebecca C. Ambriz
Name of Person Signing

Rebecca C. Ambriz
Signature

12/5/03
Date

Total number of pages including cover sheet, attachments, and document: 7

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

PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT, is dated as of November 14, 2003 (this "Patent and Trademark Security Agreement"), by OASYS TELECOM, INC. a California corporation, as grantor ("Grantor"), in favor of CHARLES INDUSTRIES, LTD., an Illinois corporation (the "Lender").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Line of Credit Agreement dated as of the date hereof between Grantor and Lender (including all annexes, exhibits and schedules thereto and as from time to time amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lender has agreed to make the Loans (as such term is defined in the Credit Agreement) to the Grantor;

WHEREAS, Grantor is the Borrower under the Credit Agreement;

WHEREAS, the Lender is willing to make Loans and to provide the other financial accommodations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender, this Patent and Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. The following terms shall have the following respective meanings:

"Patent" means all of the following in which Grantor now holds or hereafter acquires any right, title or interest: (a) all patents of the United States or any other country, all registrations and recordings thereof, and all applications for patents of the United States or any other country, 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 or Territory thereof, or any other country; (b) all reissues, continuations, continuations-in-part or extensions thereof; and (c) all licenses, fees, royalties, damages or payments with respect to the foregoing.

"Patent Licenses" means any and all rights under any written agreement now owned or hereafter acquired by Grantor granting any right with respect to any invention on which a Patent is in existence.

"Trademark" means all of the following in which Grantor now holds or hereafter acquires any right, title or interest: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), 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 or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all licenses, fees, royalties, damages or payments with respect to the foregoing.

“Trademark Licenses” means any and all rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

All other capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT AND TRADEMARK COLLATERAL. Grantor hereby grants to the Lender, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Patent and Trademark Collateral”):

- (a) all of its Patents and Patent Licenses to which it is a party, including those referred to on Schedule I hereto;
- (b) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule II hereto;
- (c) all reissues, continuations or extensions of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Patent, Patent License, Trademark and Trademark License; and
- (e) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future
 - (i) infringement of any Patent or Patent licensed under any Patent License,
 - (ii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, or
 - (iii) injury to the goodwill associated with any Patent, Patent licensed under any Patent License, Trademark, or Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent and Trademark Security Agreement are granted in conjunction with the security interests granted to the Lender, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. NEW PATENT AND TRADEMARK COLLATERAL. If, prior to the termination of the Security Agreement, Grantor shall (i) obtain rights to or become entitled to the benefit of any patent or patent application or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, (ii) obtain rights to or become entitled to the benefit of any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark

applications, (iii) obtain rights to or become entitled to the benefit of any new license agreements, whether as licensee or licensor, or license renewals, or (iv) enter into any new license agreement, the provisions of this Patent and Trademark Security Agreement shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of licenses under such agreements). Grantor hereby authorizes the Lender to modify this Patent and Trademark Security Agreement unilaterally (x) by amending Schedule I to include any future patents and patent applications that are Patents under this Patent and Trademark Security Agreement, or to include any future license agreements that are Patent Licenses under this Patent and Trademark Security Agreement (to the extent permitted by licensors under agreements in connection with the granting of licenses under such agreements), (y) by amending Schedule II to include any future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications that are Trademarks under this Patent and Trademark Security Agreement, or to include any future license agreements that are Trademark Licenses under this Patent and Trademark Security Agreement (to the extent permitted by licensors under agreements in connection with the granting of licenses under such agreements), or (z) by filing, in addition to and not in substitution for this Patent and Trademark Security Agreement, a duplicate original of this Patent and Trademark Security Agreement containing on Schedule I thereto, as the case may be, such future patents, patent applications and future license agreements and containing on Schedule II thereto, as the case may be, such future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and future license agreements.

[Signatures begin on following page.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

OASYS TELECOM, INC., a California corporation

By: *Severin J. Müller*
Title: Exec. V.P.

ACCEPTED AND ACKNOWLEDGED BY:

CHARLES INDUSTRIES, LTD., an Illinois corporation

By: *Robert J. Kasl*
Title: SR. VP, CHIEF OPERATING OFFICER

PATENT AND TRADEMARK SECURITY AGREEMENT

14346787V-2

TRADEMARK
REEL: 002877 FRAME: 0259

SCHEDULE I
to
PATENT AND TRADEMARK SECURITY AGREEMENT
PATENT REGISTRATIONS

None

SCHEDULE II
to
PATENT AND TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

2,292,017	“Oasys Telecom”	Granted: November 16, 1999
2,398,800	“Exchange Mux”	Granted: October 24, 2000
2,353,052	“Flexhub”	Granted: May 30, 2000