

12/23/03



102667679

To the Honorable Commission.

attached original documents or copy thereof.

1. Name of conveying party(ies):

Core Capital Partners, L.P.

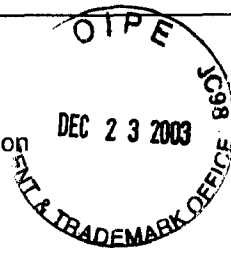
Individual Association

General Partnership

Limited Partnership: DELAWARE

Corporation: Other:

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



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

Name: NexTone Communications, Inc.

Street Address: 20030 Century Boulevard

Suite 201

Germantown, Maryland 20874

Individual(s) citizenship:

Association

General Partnership of:

Limited Partnership of:

Corporation: DELAWARE

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: December 8, 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,643,276

Additional numbers attached Yes No

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

Name: Raymond Millien, Esq.

Internal Address: PIPER RUDNICK LLP

Street Address: 1200 Nineteenth Street, NW

City: Washington State: DC ZIP: 20036

6. Total number of applications and registrations involved: 1

7. Total fee (37 C.F.R. § 3.41). \$ 40.00

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.

Raymond Millien, Esq.

Name of Person Signing

Signature

12/23/2003

Date

Total no. of pages incl. cover sheets, attachments, and document: 12

02/11/2004 00000030 0643276 40.00 JIP

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

1. Name of conveying party(ies):

**Minotaur Funds, LLC**

- Individual                       Association
- General Partnership       Limited Partnership
- Corporation
- Other: Limited Liability Company of MARYLAND

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

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

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Individual(s) citizenship: \_\_\_\_\_

Association \_\_\_\_\_

General Partnership of: \_\_\_\_\_

Limited Partnership of: \_\_\_\_\_

Corporation \_\_\_\_\_

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: \_\_\_\_\_

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

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

Additional numbers attached  Yes  No

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

Name: \_\_\_\_\_

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

6. Total number of applications and registrations involved

7. Total fee (37 C.F.R. § 3.41) \$ \_\_\_\_\_

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

Name of Person Signing

Signature

Date

Total no. of pages incl. cover sheets, attachments, and document

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

1. Name of conveying party(ies):

**Mid-Atlantic Venture Fund III, L.P.**

Individual  Association

General Partnership

Limited Partnership: PENNSYLVANIA

Corporation  Other:

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

2. Name and address of receiving party(ies)

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Individual(s) citizenship: \_\_\_\_\_

Association: \_\_\_\_\_

General Partnership of: \_\_\_\_\_

Limited Partnership of: \_\_\_\_\_

Corporation: \_\_\_\_\_

Other: \_\_\_\_\_

If assignor 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: \_\_\_\_\_

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

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

Additional numbers attached  Yes  No

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

Name: \_\_\_\_\_

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

6. Total number of applications and registrations involved:

7. Total fee (37 C.F.R. § 3.41) \$ \_\_\_\_\_

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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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.

Name of Person Signing: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Total no. of pages incl. cover sheets, attachments, and document:

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

1. Name of conveying party(ies):

**DENIS SEYNHAEVE**

Individual - citizenship: UNITED STATES

Association

General Partnership  Limited Partnership

Corporation  Other:

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

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

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Individual(s) citizenship: \_\_\_\_\_

Association: \_\_\_\_\_

General Partnership of: \_\_\_\_\_

Limited Partnership of: \_\_\_\_\_

Corporation: \_\_\_\_\_

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: \_\_\_\_\_

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

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

Name: \_\_\_\_\_

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

6. Total number of applications and registrations involved: \_\_\_\_\_

7. Total fee (\$7 C.F.R. § 3.41): \$ \_\_\_\_\_

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

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.

Name of Person Signing: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Total no. of pages incl. cover sheets, attachments, and document: \_\_\_\_\_

## RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS

This is a Release Of Security Interest In Intellectual Property Rights ("Release"), entered into this 8<sup>th</sup> day of December, 2003, by and among the parties listed below (individually, a "Secured Party" and collectively, the "Secured Parties"):

**Core Capital Partners, L.P.**, a limited partnership, having a place of business at 901 15<sup>th</sup> Street, NW, Suite 950, Washington, DC 20005;

**Minotaur Funds, LLC**, a limited liability company, having a place of business at 901 15<sup>th</sup> Street, NW, 9<sup>th</sup> Floor, Washington, DC 20005;

**Mid-Atlantic Venture Fund III, L.P.**, a limited partnership, having a place of business at 11710 Plaza America Drive, Suite 120, Reston, VA 20190;

**Denis Seynhaeve**, an individual, residing at 218 Wardour Drive, Annapolis, MD 21401; and

**NexTone Communications, Inc.**, a Delaware Corporation, having a place of business at 20030 Century Bóulevard, Suite 201, Germantown, Maryland 20874 (the "Debtor").

WHEREAS, the Secured Parties and Debtor entered into an agreement titled *Intellectual Property Security Agreement*, dated September 24, 2003 (the "Security Agreement"), which was filed for recordation with the United States Patent and Trademark Office on November 10, 2003, with respect to the pending United States patent applications listed on **Exhibit A** (the "Patents") and the pending United States trademark applications listed on **Exhibit B** (the "Trademarks");

WHEREAS, the capitalized terms used, but not defined herein, are defined in the Security Agreement; and

WHEREAS, the Secured Parties and Debtor are desirous of terminating the Security Agreement and releasing the security interest in the Intellectual Property Collateral created therein, and assigning any rights Secured Parties may have acquired in the Intellectual Property Collateral, including the Patents and Trademarks, back to Debtor.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Secured Parties and Debtor agree as follows:

1. The Security Agreement is hereby terminated, the security interest created therein is hereby released in its entirety, and any rights of the Secured Parties in the Intellectual Property Collateral, including the Patents and the Trademarks, are hereby assigned to Debtor without any representations or warranties as to title or any other matter whatsoever.

2. Debtor presently and hereafter holds title to the Intellectual Property Collateral, including the Patents and the Trademarks, in the same manner as would have been the case if the Security Agreement had never been entered into.
3. Any provision of this Release which is invalid, illegal, or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective only to the extent of such invalidity, illegality, or unenforceability, and shall not in any manner affect the remaining provisions hereof in such jurisdiction or render any other provision of this Release invalid, illegal, or unenforceable in any other jurisdiction.
4. This Release shall be binding upon each Secured Party and its respective successors and assigns, and shall inure to the benefit of the Debtor and Debtor's heirs, administrators, successors and assigns.
5. Except to the extent governed by Federal law, this Release shall be governed by and interpreted in accordance with the laws of the State of Delaware, without regard to the conflict of laws principles thereof.

*{signatures appear on following pages}*



IN WITNESS WHEREOF, Secured Party has caused this Release to be executed by its duly authorized officer on the date first set forth above:

Minotaur Funds, LLC

By: Mark J. Levine

Printed Name: Mark J. Levine

Title: Managing Member

STATE OF \_\_\_\_\_ )

)

) ss.

COUNTY OF \_\_\_\_\_ )

BE IT REMEMBERED, that on December 8, 2003 before me, the subscriber, a Notary Public in and for said State and County, personally appeared Mark J. Levine a duly authorized officer of **Minotaur Funds, LLC**, who executed the foregoing Release on behalf of such entity and acknowledged the signing thereof to be his/her voluntary act and deed, and the voluntary act and deed of such entity for the uses and purposes mentioned therein.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, on the day and year last aforesaid.

Bethany Hines  
Notary Public

Printed Name: Bethany Hines

[seal]

My County of Residence is: \_\_\_\_\_  
My Commission Expires: 11-30-05

Bethany Hines  
Notary Public, District of Columbia  
Commission Expires 11-30-2005



IN WITNESS WHEREOF, Secured Party has caused this Release to be executed by its duly authorized officer on the date first set forth above:

Mid-Atlantic Venture Fund III, L.P.

By: [Signature]

Printed Name: Thomas A. Smith

Title: Vice President

STATE OF Virginia )

)

ss.

COUNTY OF Fairfax )

)

BE IT REMEMBERED, that on November 25, 2003 before me, the subscriber, a Notary Public in and for said State and County, personally appeared Thomas A. Smith, a duly authorized officer of **Mid-Atlantic Venture Fund III, L.P.**, who executed the foregoing Release on behalf of such entity and acknowledged the signing thereof to be his/her voluntary act and deed, and the voluntary act and deed of such entity for the uses and purposes mentioned therein.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, on the day and year last aforesaid.

[Signature]  
Notary Public

Printed Name: Deborah P. Carroll

[seal]

My County of Residence is: Fairfax  
My Commission Expires: 7-31-09 DPC

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed on the date first set forth above:

By:

Denis Seynhaeve

STATE OF

Maryland

)  
)  
)  
)  
)

ss.

COUNTY OF

Anne Arundel

BE IT REMEMBERED, that on 11-25-03 before me, the subscriber, a Notary Public in and for said State and County, personally appeared Denis A Seynhaeve, **Denis Seynhaeve**, who executed the foregoing Release and acknowledged the signing thereof to be his voluntary act and deed, and the voluntary act and deed of such entity for the uses and purposes mentioned therein.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, on the day and year last aforesaid.

Tecessa L. Wilborne  
Notary Public

Printed Name: TECESSA L. WILBORNE

My County of Residence is: Anne Arundel  
My Commission Expires: 4-1-06

[seal]