

Form PTO-1594 (rev 06/04) **RECORDATION FORM COVER SHEET TRADEMARKS ONLY** U. S. Department of Commerce Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying party(ies)/Execution Date(s):
 Wiltel Communications, LLC
 One Technology Center
 Tulsa, OK 74103
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation - State
 Other - Delaware Limited Liability Company
 Citizenship Delaware
 Execution Date(s) September 24, 2004
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)
 Additional name(s) & address(es) attached? Yes No
 Name: Credit Suisse First Boston, acting through its Cayman Islands branch as First Lien Administrative Agent
 Internal Address: _____
 Street Address: Eleven Madison Avenue
 City: New York
 State: NY
 Country: USA Zip: 10010
 Association - Citizenship _____
 General Partnership - Citizenship _____
 Limited Partnership - Citizenship _____
 Corporation - Citizenship Switzerland
 Other _____
 Citizenship _____
 If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No.

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Government Interest Assignment
 Other Second Amended and Restated Trademark Security Agreement

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

A. Trademark Application No(s).			B. Trademark Registration No(s).		
78333745	78354010	78354932	2546680	1466634	2321598
78333732	76459636		1784986	2283034	2339356
			2226815	2352579	2336725
			2306604	2514484	1420451
			2716998	2569456	2732670
			2281216	2281219	1977269
			2060832	1595720	1929143
			2524363	2718479	

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Jessica Cohen, Esq.
 SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
 Four Times Square
 New York, New York 10036
 Tel: (212) 735-3000
 Fax: (212) 735-2000
 JECOHEN@skadden.com

6. Total number of applications and registrations involved: 28

7. Total fee (37 CFR 1.21(h) and 3.41) \$580
 All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 217730/1841)

8. Payment Information
 Deposit Account No. 19-2385
 Authorized user Name: Michael McGuire

9. Signature.  October 20, 2004
 Signature Date
 Jessica Cohen
 Name of Person Signing

Total number of pages including cover sheet, and documents: 11

CH \$715.00 192385 78333745

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CONTINUATION OF Item 1. Names of Additional Conveying Parties

**Wiltel Communications Group, Inc.
One Technology Center
Tulsa, OK 74103
Corporation - Nevada**

**CG Austria, Inc.
One Technology Center
Tulsa, OK 74103
Corporation - Delaware**

**Critical Connections, Inc.
One Technology Center
Tulsa, OK 74103
Corporation - Delaware**

**VYVX, LLC
One Technology Center
Tulsa, OK 74103
Limited Liability Company - Delaware**

**WCS Communications Systems, Inc.
One Technology Center
Tulsa, OK 74103
Corporation - Delaware**

**Wiltel Communications Managed Services of California, Inc.
One Technology Center
Tulsa, OK 74103
Corporation - Delaware**

**Wiltel Communications of Virginia, Inc.
One Technology Center
Tulsa, OK 74103
Corporation - Virginia**

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CONTINUATION OF Item 1. Names of Additional Conveying Parties

**Wiltel Communications Procurement, L.L.C.
One Technology Center
Tulsa, OK 74103
Limited Liability Company - Delaware**

**Wiltel Local Network, LLC
One Technology Center
Tulsa, OK 74103
Limited Liability Company – Delaware**

**Wiltel Communications Procurement, LP
One Technology Center
Tulsa, OK 74103
Limited Partnership - Delaware**

**Wiltel Technology Center, LLC
One Technology Center
Tulsa, OK 74103
Limited Liability Company – Delaware**

**FTV Communications LLC
One Technology Center
Tulsa, OK 74103
Limited Liability Company - Delaware**

SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of September 24, 2004, is entered into by and between each Grantor listed on the signature pages hereto, (collectively, the "Grantors") and Credit Suisse First Boston, acting through its Cayman Islands Branch, (together with its successors and assigns, the "Assignee"), as Administrative Agent and First Lien Administrative Agent pursuant to the Second Amended and Restated Security Agreement dated as of September 24, 2004, between the Assignee and each of the Grantors (the "Security Agreement"), and pursuant to the Third Amended and Restated Credit Agreement dated as of September 24, 2004 among Wiltel Communications LLC, the other Grantors, the Lenders and the Assignee (the "Credit Agreement").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Security Agreement, each Grantor is granting a security interest to the Assignee in certain collateral, including the Trademarks set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the Grantors and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Each Grantor hereby grants to the Assignee, for the ratable benefit of the First Lien Secured Parties, a security interest in, and assigns and transfers to the Assignee, all of the Trademarks now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's First Lien Obligations.

(b) For purposes of this Agreement, "Trademarks" shall mean (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether 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, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof.

(c) Schedule A hereto contains a true and accurate list of all of each Grantor's Trademark applications and registrations.

(d) The security interest granted hereby is granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement (which is deemed incorporated by reference herein) and those which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or more of the rights, powers or remedies provided for in this Agreement, in the Security Agreement, or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by any person, including the Assignee, of any or all other rights, powers or remedies.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement. Notwithstanding the foregoing, each Grantor authorizes the Assignee, upon notice to such Grantor, to modify this Agreement in the name of and on behalf of such Grantor without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A, to add any right, title or interest in any Trademark owned or subsequently acquired by such Grantor. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the liens and perfection created or contemplated hereby or by the Security Agreement.

3. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

WITEL COMMUNICATIONS, LLC

By: *M. J. DeLuca*
Name:
Title:

WITEL COMMUNICATIONS GROUP, INC.

By: *M. J. DeLuca*
Name:
Title:

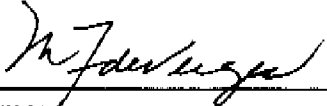
CG AUSTRIA, INC.

By: *M. J. DeLuca*
Name:
Title:

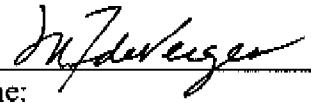
CRITICAL CONNECTIONS, INC.
VYVX, LLC
WCS COMMUNICATIONS SYSTEMS, INC.
WITEL COMMUNICATIONS
MANAGED SERVICES OF CALIFORNIA, INC.
WITEL COMMUNICATIONS OF VIRGINIA, INC.
WITEL COMMUNICATIONS
PROCUREMENT, L.L.C.
WITEL LOCAL NETWORK, LLC

By: *M. J. DeLuca*
Name:
Title:


WITEL COMMUNICATIONS
PROCUREMENT, LP
By: WilTel Communications, LLC, as
General Partner

By: 
Name:
Title:

WITEL TECHNOLOGY CENTER, LLC
By: WilTel Communications, LLC, as Sole
Member

By: 
Name:
Title:

FTV COMMUNICATIONS LLC
By: WilTel Communications, LLC, as Sole
Member


By: 
Name:
Title:

AGREED AND ACKNOWLEDGED:

WILLIAMS COMMUNICATIONS
GROUP, INC.

By: 
Name:
Title:

WITEL AIRCRAFT LEASING, LLC
By: WiTel Communications, LLC, as Sole
Member


By: 
Name:
Title:


ASSIGNEE:

CREDIT SUISSE FIRST BOSTON, acting
through its Cayman Islands Branch

By:

Name:
Title:


VANESSA GOMEZ
ASSOCIATE


ROBERT HETU
DIRECTOR

Schedule A to SECOND AMENDED AND RESTATED TRADEMARK SECURITY
AGREEMENT

**TRADEMARK REGISTRATIONS OWNED BY
WILTEL COMMUNICATIONS GROUP, INC.**

Trademark	Class	Registration Number	Registration Date	Jurisdiction
adsInView	35	2,546,680	3/12/02	U.S.
adsInView	35	TMA592143	10/10/03	Canada
*ChoiceSeat ¹				
Cycle-Sat	39	1,466,634	11/24/87	U.S.
Dedicated Lite	38	2,321,598	2/22/00	U.S.
*Design (Swirling W) ¹				
First Video	38	1,784,986	7/27/93	U.S.
First Video & design	38	2,283,034	10/05/99	U.S.
Flex-CIR	38	2,339,356	4/4/00	U.S.
*Get Carried Away ¹				
Global Access	38	2,226,815	2/23/99	U.S.
Global Shuttle	35	2,352,579	5/23/00	U.S.
*iBEAM	38	2,336,725	3/28/00	U.S.
*iBEAM Broadcasting	38	2,306,604	1/4/00	U.S.
*Maxcaster		001207331		European Community
mediaXtranet	38	2,514,484	12/4/01	U.S.
National Gateway	38	1,420,451	12/9/86	U.S.
Streaming the Best of Your Business	38	2,716,998	5/20/03	U.S.
The Catch Server	38	2,569,456	5/14/2002	U.S.
The Catch Server	9	2,732,670	7/1/03	U.S.
The Catch Server	9	TMA613,312	6/21/04	Canada
The Catch Server	38	TMA593115	10/27/03	Canada
Encircled "V"	38	2,281,216	9/28/99	U.S.
VF & design	38	2,281,219	9/28/99	U.S.
VenueNet	38	1,977,269	5/28/96	U.S.
Virtual Teleport	38	2,060,832	5/13/97	U.S.
Vyvx	38	1,595,720	5/8/90	U.S.
Vyvx & design	38	1,929,143	10/24/95	U.S.
Vyvx First Video Affiliate		TMA464,204	10/18/96	Canada
Vyvx MediaXtranet	38	2,524,363	1/1/02	U.S.
VyvxInView	38	2,718,479	5/27/03	U.S.

¹ Registered in the name of Williams Communications, Inc., now known as WiTel Communications, LLC.

Trademark	Class	Registration Number	Registration Date	Jurisdiction
*We Answer to a Higher Calling ¹				
We Have. We Can. We Will.	9, 35, 36, 38	2,739,742	7/22/03	U.S.
When It's Video, Vyvx It	38	2,392,636	10/10/00	U.S.
WilTel	38	1,485,541	4/19/88	U.S.
WilTel	38	TMA531900	8/29/00	Canada
WilTel Turns Up Worldwide	38	2,205,305	11/24/98	U.S.

* To be abandoned.

**TRADEMARK APPLICATIONS OWNED BY
WILTEL COMMUNICATIONS GROUP, INC.**

Trademark	Class	Serial Number	Application Date	Jurisdiction
Connectopia	38	78/333,745	11/26/03	U.S.
Net Results. Not Excuses.	38	78/354,010	1/20/04	U.S.
Vyvx Logo	38	78/354,932	1/21/04	U.S.
vyvxInView (Canada)	38	1108467	7/3/01	Canada
WilTel Logo	38	78/333,732	11/26/03	U.S.
*Serious Bandwidth	9,35, 38,42	76/459,636	10/21/02	U.S.

* To be abandoned.