

06-29-2004

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

102778370

OFFICE OF PUBLIC RECORDS

6/28/04

RECORDATION FORM COVER SHEET JUN 28 PM 3:34
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☐ New
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☒ Corrective Document
Reel # 002173 Frame # 0058

Conveyance Type

- ☐ Assignment ☐ License
- ☐ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger Effective Date
Month Day Year
- ☐ Change of Name
- ☒ Other Re-Record to Correct Incorrect
Registration No. Previously Recorded

Conveying Party

☒ Mark if additional names of conveying parties attachedName Xpedite Systems, Inc.Execution Date
Month Day Year
09 29 00Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization Delaware

Receiving Party

☐ Mark if additional names of receiving parties attachedName ABN Amro Bank N.V.DBA/AKA/TA Composed of Address (line 1) 208 South LaSalle StreetAddress (line 2) Suite 1500Address (line 3) Chicago

City

 Illinois

State/Country

 60604

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership
- ☐ Corporation ☐ Association
- ☒ Other Bank

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

☐ Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Process. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002999 FRAME: 0358

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,119,028"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☐

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☒

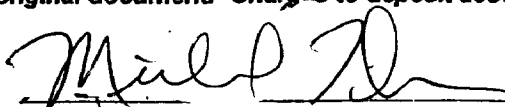
No ☐

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. Charges to deposit account are authorized, as indicated herein.

Michael L. Dever

Name of Person Signing



Signature

6/17/04

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☒ Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name PTEK Holdings, Inc.

09 29 00

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization Georgia

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

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Trademark Application Number(s)

Registration Number(s)

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☒ Mark if additional names of conveying parties attached

Name Voice-Tel Enterprises, Inc.

Execution Date
Month Day Year
09 29 00

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization Delaware

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year
09 29 00

Name American Teleconferencing Services, Inc.

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization Missouri

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

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Trademark Application Number(s)

Registration Number(s)

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Effective Date
Month Day Year
- ☐ Merger
- ☐ Change of Name
- ☐ Other

Conveying Party

☒ Mark if additional names of conveying parties attached

Name Xpedite Systems, Inc.

Execution Date
Month Day Year
 09 29 00

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization Delaware

Receiving Party

☐ Mark if additional names of receiving parties attached

Name ABN Amro Bank N.V.

DBA/AKA/TA

Composed of

Address (line 1) 208 South LaSalle Street

Address (line 2) Suite 1500

Address (line 3) Chicago

City

Illinois

State/Country

60604

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- ☐ Corporation ☐ Association
- ☒ Other Bank

☐ Citizenship/State of Incorporation/Organization

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TRADEMARK
REEL: 002999 FRAME: 0363

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☒ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name PTEK Holdings, Inc.

09 29 00

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization Georgia

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

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Trademark Application Number(s)

Registration Number(s)

RECORDATION FORM COVER SHEET
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TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☒ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name **Voice-Tel Enterprises, Inc.**

09 29 00

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization **Delaware**

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

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☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

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Trademark Application Number(s)

Registration Number(s)

RECORDATION FORM COVER SHEET
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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

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☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name American Teleconferencing Services, Inc.

09 29 00

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization Missouri

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

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Trademark Application Number(s)

Registration Number(s)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Address (line 1) Address (line 2) Address (line 3) Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number Name Address (line 1) Address (line 2) Address (line 3) Address (line 4)

Pages

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Trademark Application Number(s) or Registration Number(s)

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Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="2,119,028"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☒Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

Authorization to charge additional fees:

Yes

☒

No

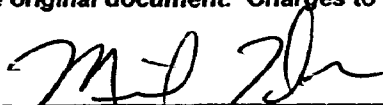
☐

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. Charges to deposit account are authorized, as indicated herein.

Michael L. Dever

Name of Person Signing



Signature

11/5/03

Date Signed

SCHEDULE OF TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
AMERICAN TELECONFERENCING SERVICES, LTD.	2,119,029	12-09-97
AMERIPASS	1,538,479	05-09-89
ATS	1,869,982	12-27-94
ATS COMMLINE	2,007,888	10-15-96
ATS HINTS	2,020,244	12-03-96
ATS KEYPAD LOGO	1,379,584	01-21-86
ATS RESOURCE	2,080,620	07-02-97
ATSOLUTIONS	2,021,692	12-10-96
ATSOURCES	2,025,040	12-24-96
ATSTUDIES	2,018,854	11-26-96
AUDIOLINK	2,068,101	06-03-97
CLINK 'N CONFERENCE	2,298,515	12-07-99
DIRECTFAX	1,982,471	06-25-96
THE "FAMILY CALL"	1,538,483	05-09-89
FAXLINKPLUS	2,002,191	09-29-94
FOCUSCALL	1,978,308	06-04-96
...MAKING CONFERENCE CALLS WORK	1,538,482	05-09-89
MARKER TOUCH	1,973,801	05-14-96
1-800 FAX RESPONSE	2,085,060	07-29-97
ORCHESTRATE	2,188,400	09-08-98
PC-XPEDITE	2,010,032	10-22-96
PHONEPULSE	2,121,109	12-16-97
PRESSCALL	1,538,481	05-09-89
PRIVATE ADVISOR	2,095,648	09-09-97
REPLYLINE	1,965,691	05-28-96
SOUNDBYTE	2,072,440	06-17-97
SOUNDCAST	2,178,331	08-04-98
SPORTSCALL	1,538,480	05-09-89
VOICE-TEL	1,465,869	11-17-87
VOICE-TEL ACCESS	2,070,139	06-10-97
VOICE-TEL MESSAGING NETWORK	1,855,917	09-27-94
WORLDLINK	1,557,254	09-19-89
XIP	2,060,551	05-13-97
XMF	2,060,550	05-13-97
XPEDITE	1,926,842	10-17-95
XPEDITE MESSAGE FORMAT	2,060,549	05-13-97

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
A BETTER WAY TO COMMUNICATE	75/791,924	09-02-99
BANNERFX	75/493,231	04-29-98
ORCHESTRATE.COM	75/693,496	04-29-99
P LOGO	75/502,043	06-15-98
PTEK	75/439,992	02-25-98
PTEK AND DESIGN	75/502,046	06-15-98
VISIONCAST	75/430,793	02-09-98

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (the "Agreement"), dated as of September 29 2000, is entered into by and among XPEDITE SYSTEMS, INC., a Delaware corporation (the "Borrower"), PTEK HOLDINGS, INC., a Georgia corporation, each of the other Guarantors party to the Credit Agreement listed on the signature pages attached hereto and any Person who becomes a Guarantor party to the Credit Agreement (each a "Pledgor" and collectively the "Pledgors"), and ABN AMRO BANK N.V., as Agent for the Banks under the Credit Agreement referred to below (the "Secured Party").

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") of even date herewith by and among XPEDITE SYSTEMS, INC., as borrower, PTEK HOLDINGS, INC., each of the other Guarantors now or hereafter party thereto, the Banks now or hereafter party thereto, and ABN AMRO BANK N.V., as syndication and documentation agent, and as administrative agent for the Banks (in such capacity, the "Agent"), Secured Party and the Banks have agreed to provide certain loans to Borrower, and Borrower and each of the other Pledgors has agreed, among other things, to grant a security interest to the Secured Party in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings given to them in the Credit Agreement.

2. To secure the full payment and performance of all Obligations and other liabilities of Borrower, each of the Pledgors and each of the other Loan Parties now or hereafter existing under the Credit Agreement and the other Loan Documents, including, without limitation, principal, interest, fees, expenses, costs and expenses of enforcement, reasonable attorney's fees and expenses, and obligations under indemnification provisions in the Loan Documents (collectively, the "Secured Obligations"), each Pledgor hereby grants, and conveys a security interest to Secured Party, for the benefit of the Banks, the Agent and the respective Affiliates of the Banks, in the entire right, title and interest of each Pledgor in and to all trade names, patent applications, patents, trademark applications, trademarks, servicemarks and copyrights, whether now owned or hereafter acquired by such Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate (collectively, the "Patents, Trademarks and Copyrights").

3. Each Pledgor covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of its Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons;

(d) such Pledgor has the corporate power and authority to enter into this Agreement and perform its terms;

(e) no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of its Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights; and

(g) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of its Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 10 hereof.

4. Each Pledgor agrees that, until all of the Secured Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without Secured Party's prior written consent which shall not be unreasonably withheld, except such Pledgor may license technology in the ordinary course of business without the Secured Party's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products.

5. If, before the Secured Obligations shall have been indefeasibly satisfied in full and the Commitments have terminated, any Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to Secured Party prompt notice thereof in writing. Each Pledgor and Secured Party agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

6. Secured Party shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Secured Party may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to any Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Agent shall designate by notice to each Pledgor, or elsewhere, the whole or from time to time any part of such Pledgor's Patents, Trademarks and Copyrights, or any interest which such Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of its Patents, Trademarks and Copyrights

all expenses (including reasonable fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as the Secured Party, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to such Pledgor. Notice of any sale or other disposition of any Pledgor's Patents, Trademarks and Copyrights shall be given to such Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which notice each such Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Secured Party may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

7. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party, as Secured Party may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for Secured Party to use its Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under its Patents, Trademarks and Copyrights to any third person, or necessary for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of its Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

8. At such time as Pledgors shall have indefeasibly paid in full all of the Secured Obligations and the Commitments shall have terminated, this Agreement shall terminate and Secured Party shall execute and deliver to each Pledgor all deeds, assignments and other instruments as may be necessary or proper to re-vest in such Pledgor full title to its Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and expenses incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of each Pledgor's Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by Pledgors, jointly and severally, within fifteen (15) days of demand by Secured Party, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

10. Each Pledgor shall have the duty, through counsel reasonably acceptable to Secured Party, to prosecute diligently any patent applications of its Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Secured Obligations shall have been indefeasibly paid in full and the Commitments shall have terminated, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of the Pledgors to do so) and to preserve and maintain all rights in patent applications and patents of its Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne, jointly and severally, by

Pledgors. No Pledgor shall abandon any of its Patent, Trademark or Copyright during the term of this Agreement, unless it is commercially reasonable to do so in the reasonable judgment of the Pledgors.

11. Each Pledgor shall have the right, to bring suit, action or other proceeding in its own name, and to join Secured Party, if necessary, as a party to such suit so long as Secured Party is satisfied that such joinder will not subject it to any risk of liability, to enforce its Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify Secured Party for all damages, costs and expenses, including reasonable legal fees, incurred by Secured Party as a result of such suit or joinder by such Pledgor.

12. No course of dealing between any Pledgor and Secured Party, nor any failure to exercise nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. All of Secured Party's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.

14. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

15. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5.

16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

17. This Agreement shall be governed by and construed in accordance with the internal Laws of the State of New York without regard to its conflicts of law principles.

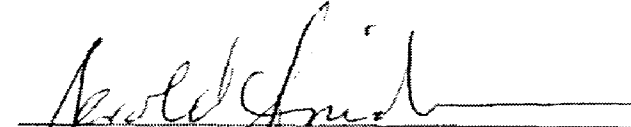
18. This Agreement may be executed in any number of counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy transmission to Agent or any Bank of signature pages hereof purporting to be signed on behalf of any Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

[SIGNATURE PAGE 2 OF 2 TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

ABN AMRO BANK, N.V. as Agent

By:


Name: Jerold Smiderman
Title: Senior Vice President


By:


Name: Steven L. Hipsman
Title: Vice President


[SIGNATURE PAGE 1 OF 2 TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their
tive officers or agents thereunto duly authorized, as of the date first above written.

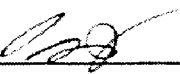
XPEDITE SYSTEMS, INC.

By:  (SEAL)
Name: Patrick G. Jones
Title: Executive Vice President


PTEK HOLDINGS, INC.

By:  (SEAL)
Name: Patrick G. Jones
Title: Executive Vice President


XPEDITE SYSTEMS WORLDWIDE, INC.

By:  (SEAL)
Name: Patrick G. Jones
Title: Executive Vice President


PTEK VENTURES.COM, INC.

By:  (SEAL)
Name: Vincent DeVita
Title: President

VOICE-TEL ENTERPRISES, INC.

By:  (SEAL)
Name: Patrick G. Jones
Title: Executive Vice President

AMERICAN TELECONFERENCING SERVICES, INC.

By:  (SEAL)
Name: Patrick G. Jones
Title: Executive Vice President

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF REGISTERED PATENTS, TRADEMARKS,
TRADE NAMES AND COPYRIGHTS**

Registered Trademarks and Tradenames

MARK/TRADE NAME	COMPANY NAME	COUNTRY	REGISTRATION	DATE
American Teleconferencing Services, Ltd.	American Teleconferencing Services, Ltd.	United States	2119029	12/9/97
AmeriPress	American Teleconferencing Services, Ltd.	United States	1538479	5/9/89
ATS	American Teleconferencing Services, Ltd.	United States	1869982	12/27/94
ATS CommLine	American Teleconferencing Services, Ltd.	United States	2007888	10/15/96
ATS Hints	American Teleconferencing Services, Ltd.	United States	2020244	12/3/96
ATS Keypad <i>logo</i>	American Teleconferencing Services, Ltd.	United States	1379584	1/21/86
ATS Resource	American Teleconferencing Services, Ltd.	United States	2080620	7/21/97
ATSolutions	American Teleconferencing Services, Ltd.	United States	2021692	12/10/96
ATSources	American Teleconferencing Services, Ltd.	United States	2025040	12/24/96
ATStudies	American Teleconferencing Services, Ltd.	United States	2018854	11/26/96
AudioLink	American Teleconferencing Services, Ltd.	United States	2068101	6/3/97
CLICK 'N CONFERENCE	PTEK Holdings, Inc.	United States	2298515	12/07/99
DirectFax	American Teleconferencing Services, Ltd.	United States	1982471	6/25/96
THE "FamilyCall"	American Teleconferencing Services, Ltd.	United States	1538483	5/9/89
FaxLinkPlus	PTEK Holdings, Inc.	United States	2002191	09/29/94
FocusCall	American Teleconferencing Services, Ltd.	United States	1978308	6/4/96
...making conference calls work	American Teleconferencing Services, Ltd.	United States	1538482	5/9/89
MarkerTouch	American Teleconferencing Services, Ltd.	United States	1973801	5/14/96
1-800 FAX RESPONSE	Xpedite Systems, Inc.	United States	2085060	7/29/97
ORCHESTRATE	PTEK Holdings, Inc.	United States	2188400	9/8/98
ORCHESTRATE <i>Stylized</i>	PTEK Holdings, Inc.	Australia	766922	4/13/99
		Bahamas Islands	20911	09/08/98
		Chile	532.740	1/20/99
		Ecuador	99-00	02/07/00
		Ecuador	100-00	02/07/00
		Mexico	587341	7/3/98
		New Zealand	293890	6/16/98
		New Zealand	293889	6/16/98
P Logo	PTEK Holdings, Inc.	Bahamas	20912	09/08/98
			20912	09/08/98
		Ecuador	618-00	03/21/00
		European Community	000895318	03/08/98
PERSONAL ASSISTANT	PTEK Holdings, Inc.	Australia	744024	9/15/97
PC-XPEDITE	Xpedite Systems, Inc.	United States	2010032	10/22/96
PhonePulse	American Teleconferencing Services, Ltd.	United States	2121109	12/16/97
PressCall	American Teleconferencing Services, Ltd.	United States	1538481	5/9/89
Private Advisor	American Teleconferencing Services, Ltd.	United States	2095648	9/9/97
PTEK <i>Stylized</i>	PTEK Holdings, Inc.	Bahamas	20913	09/08/98
ReplyLine	American Teleconferencing Services, Ltd.	United States	1965691	5/28/96
SoundByte	American Teleconferencing Services, Ltd.	United States	2072440	6/17/97
SoundCast	American Teleconferencing Services, Ltd.	United States	2178331	8/4/98

MARK/TRADE NAME	COMPANY NAME	COUNTRY	REGISTRATION	DATE
SportsCall	American Teleconferencing Services, Ltd.	United States	1538480	5/9/89
Voice-Tel	Voice-Tel Enterprises, Inc.	United States	1465869	11/17/87
		Argentina	1540880	
		China	811957	
		United Kingdom	1416101	
		Hong Kong	B54666/96	
		Japan	3098776	
		Japan	2564603	
		Japan	2588201	
		Mexico	535347	
		New Zealand	B230189	
		Poland	R88441	
		Sweden	332.306	05/14/97 08/13/99
		Taiwan	73877	
Voice-Tel & Design	Voice-Tel Enterprises, Inc.	Argentina	1593953	
		Argentina	1593952	
		China	1199907	
		China	758931	
		Japan	4112223	
		Taiwan	73844	
Voice-Tel Access	Voice-Tel Enterprises, Inc.	United States	2070139	6/10/97
Voice-Tel Enterprises, Inc.	Voice-Tel Enterprises, Inc.	Argentina	1540880	
Voice-Tel Messaging Network Stylized	Voice-Tel Enterprises, Inc.	Japan	2619343	
		Japan	2619344	
		Singapore	B8787/93	
		Singapore	B8788/93	
		Spain	1796659	
Voice-Tel Voice Messaging Stylized	Voice-Tel Enterprises, Inc.	Argentina	1540881	
		Hong Kong	B6387/96	
Voice-Tel Voice Messaging Network	Voice-Tel Enterprises, Inc.	United Kingdom	2160653	
Voice-Tel Voice Messaging Network Stylized	Voice-Tel Enterprises, Inc.	United States	1855917	9/27/94
		United Kingdom	1513284	
		Japan	3199216	
		Japan	3292437	
		Mexico	536591	
		Poland	R90802	
		Spain	1796660	
V Voice-Tel	Voice-Tel Enterprises, Inc.	United Kingdom	2122298	
V Voice-Tel & Design	Voice-Tel Enterprises, Inc.	Japan	4112223	
Voice-Tralia	Voice-Tel Enterprises, Inc.	New Zealand	234188	
WorldLink	American Teleconferencing Services, Ltd.	United States	1557254	9/19/89
XIP	Xpedite Systems, Inc.	United States	2060551	5/13/97
XMF	Xpedite Systems, Inc.	United States	2060550	5/13/97
XPEDITE	Xpedite Systems, Inc.	United States	1926842	10/17/95
		Australia	156174	
		Denmark	VR2578	97
		France	537614	
		Spain	1925852	
		Switzerland	427484	

MARK/TRADE NAME	COMPANY NAME	COUNTRY	REGISTRATION	DATE
XPEDITE MESSAGE FORMAT	Xpedite Systems, Inc.	United States	2060549	5/13/97
A Better Way to Communicate	PTEK Holdings, Inc.	United States	75/791924	9/2/99
BANNERFX	Xpedite Systems, Inc.	United States	75/493231	4/29/98
FaxReach	PTEK Holdings, Inc.	United States	75/917189	02/12/00
MessageREACH	PTEK Holdings, Inc.	United States	75/877114	12/21/99
MessageREACH <i>logo</i>	PTEK Holdings, Inc.	United States	75/917192	02/12/00
MessageREACH <i>logo II</i>	PTEK Holdings, Inc.	United States	76/038,206	05/02/00
ORCHESTRATE	PTEK Holdings, Inc.	Bermuda		07/17/98
ORCHESTRATE <i>Stylized</i>	PTEK Holdings, Inc.	Argentina	2159958	07/01/98
		Argentina	2159959	07/01/98
		Bermuda	29816	07/17/98
		Bermuda	29817	07/17/98
		Brazil	821008455	08/24/98
		Canada	881506	06/16/98
		Mexico	338453	07/03/98
ORCHESTRATE.COM	PTEK Holdings, Inc.	United States	75/693496	04/29/99
P Logo	PTEK Holdings, Inc.	Bermuda	29889	07/14/98
		European Community	895318	08/03/98
		United States	75/502043	06/15/98
Premiere Conferencing <i>logo</i>	American Teleconferencing Systems, Ltd.	United States	76/038,208	05/02/00
PTEK	PTEK Holdings, Inc.	Ecuador	86402	03/26/98
		Bahamas Islands	20661	
		Bermuda	29551	03/09/98
		European Community	000763854	03/05/98
		United States	75/439992	02/25/98
PTEK <i>Stylized</i>	PTEK Holdings, Inc.	Bermuda	29888	06/14/98
		Ecuador	88908	06/29/98
		European Community	895367	08/03/98
		United States	75/502046	6/15/98
PTEK Holdings	PTEK Holdings, Inc.	United States	75/917191	02/12/00
Ready Conference	PTEK Holdings, Inc.	United States	75/821600	10/13/99
Trade name (d/b/a) - Swift Global Communications, Inc.	Xpedite Systems, Inc.			
Trade name (d/b/a) - Vitel International, Inc.	Xpedite Systems, Inc.			
VisionCast	American Teleconferencing Services, Ltd.	United States	75/430793	02/09/98
Voice-Tel Voice Messaging Network <i>Stylized</i>	Voice-Tel Enterprises, Inc.	Singapore		
		Taiwan	86024614	
VoiceReach	PTEK Holdings, Inc.	United States	75/833817	10/28/99
VoiceREACH <i>logo</i>	PTEK Holdings, Inc.	United States	75/917190	02/12/00
XPEDITE	Xpedite Systems, Inc.	Canada	0884661200	05/30/97
		United Kingdom	2031236	
Xpedite <i>logo</i>	Xpedite Systems, Inc.	United States	76/039,940	05/02/00
XPEDITE EXPIDITE	Xpedite Sytems, Inc.	Benelux	896387	06/26/97
XPEDITE EXPIDITE	Xpedite Sytems, Inc.	Italy	94/4566	10/19/94

Patents

TITLE	COMPANY	NUMBER	DATE

Interface Enabling Voice Messaging Systems to Interact with Communications Networks	Voice-Tel Enterprises, Inc.	5689550	08/08/94 11/18/97
Voice Messaging	Voice-Tel Enterprises, Inc.	5345497	10/06/92 09/06/94

Copyrights

None

**SCHEDULE B
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF LIENS, CHARGES AND ENCUMBRANCES
OTHER THAN PERMITTED LIENS**

None.

B-1

939025-3; PGH1_General

RECORDED: 11/17/2003

**TRADEMARK
REEL: 002999 FRAME: 0380**