

Form PTO-1594 (Rev. 03/05)  
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):**

Matrix Telecom, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Texas
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance / Execution Date(s) :**

Execution Date(s) June 23, 2005

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

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: Canyon Capital Advisors LLC

Internal

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

Street Address: 9685 Wilshire Blvd., Suite 200

City: Beverly Hills

State: California

Country: USA Zip: 90212

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC
- Citizenship \_\_\_\_\_
- Citizenship \_\_\_\_\_
- Citizenship Delaware

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No. (s)

Serial Numbers: 78511116 (filed 11/4/04), 74324478 (reg. no. 1908833, 8/1/95), 78471643 (filed 8/23/04), and 78434783 (filed 6/14/04)

B. Trademark Registration No. (s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Mandle Smolich

Internal Address: Sidley Austin Brown & Wood LLP

Street Address: 555 West Fifth St. 38th Floor

City: Los Angeles

State: California Zip: 90013

Phone Number: 213 896-6147

Fax Number: 213 896-6600

Email Address: msmolich@sidley.com

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

4

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 501597  
Authorized User Name Mandle Smolich

**9. Signature:**

Mandle Smolich

Signature

August 2, 2005

Date

Mandle Smolich

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:  4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$115.00 501597 78511116

**SECURITY AGREEMENT**

**(TRADEMARKS and SERVICE MARKS)**

WHEREAS, Matrix Telecom, Inc., a Texas corporation (herein referred to as "**Grantor**"), has adopted, used and is using the trademarks and service marks listed on Schedule 1 annexed hereto as part hereof, which trademarks and service marks are registered in the United States Patent and Trademark Office (collectively, the "**Trademarks**");

WHEREAS, Grantor is obligated to Canyon Capital Advisors LLC, a Delaware limited liability company, as administrative agent (referred to herein as the "**Grantee**"), and the lenders (the "**Lenders**") party to that certain Loan and Security Agreement dated as of June 22, 2005 (the "**Loan Agreement**") among Grantor, certain affiliates thereof, the Lenders and the Grantee, for the payment and performance of the Obligations (as defined in the Loan Agreement); and

WHEREAS, pursuant to the Loan Agreement, Grantor has granted to Grantee a security interest in, and mortgage on, all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "**Collateral**"), to secure the payment, performance and observance of the Obligations;

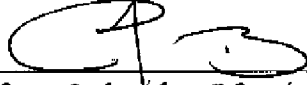
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is 9665 Wilshire Blvd., Suite 200, Beverly Hills, CA 90212.

IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be duly executed by its officer thereunto duly authorized as of the 3<sup>rd</sup> day of June \_\_, 2005.

**MATRIX TELECOM, INC.**

By:   
CF Name: ROBERT S. GOURBRAN  
Title: VICE PRESIDENT & TREASURER

SIGNATURE PAGE TO  
TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 003167 FRAME: 0485**

SCHEDULE 1 TO SECURITY AGREEMENTTRADEMARKS AND SERVICE MARKS

<b>Trademark</b>	<b>Serial No.</b>	<b>Registration or Filing Date</b>
Total Business Exchange – TBX	78511116	11/4/2004
Matrix Telecom & Design <sup>1</sup>	74324478	8/1/1995
Network Matrix	78471643	8/23/04
TeleConvergence	78434783	6/14/04

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<sup>1</sup> See Schedule P-1 Permitted Liens.