

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Global Crossing North America, Inc.		05/09/2007	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Goldman Sachs Credit Partners L.P.		
Street Address:	c/o Goldman, Sachs & Co.		
Internal Address:	30 Hudson Street, 17th Floor		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07302		
Entity Type:	Collateral Agent:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78507712	ALL DAY 1+	
Registration Number:	2380013	CALL HOME AMERICA SELECT	
Registration Number:	2152878	FAMILY TIES	
CORRESPONDENCE DATA			
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NAME OF SUBMITTER:	Matthew Bart
Signature:	/Matthew Bart/
Date:	03/11/2008

Total Attachments: 205

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PLEDGE AND SECURITY AGREEMENT

dated as of May 9, 2007

between

EACH OF THE GRANTORS PARTY HERETO

and

Goldman Sachs Credit Partners L.P.,

as Collateral Agent

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SCHEDULES

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EXHIBITS

Exhibit A	--	Pledge Supplement
Exhibit B	--	Uncertificated Securities Control Agreement
Exhibit C	--	Securities Account Control Agreement
Exhibit D	--	Deposit Account Control Agreement

This PLEDGE AND SECURITY AGREEMENT, dated as of May 9, 2007 (this “**Agreement**”), between EACH OF THE UNDERSIGNED, whether as an original signatory hereto (the “**Closing Date Grantors**”) or as an Additional Grantor (as herein defined) (the Closing Date Grantors and the Additional Grantors, collectively, the “**Grantors**” and each, a “**Grantor**”), and Goldman Sachs Credit Partners L.P., as collateral agent for the Secured Parties (as herein defined) (in such capacity as collateral agent, the “**Collateral Agent**”).

RECITALS:

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Global Crossing Limited (the “**Company**”), certain subsidiaries of the Company, as Guarantors, the lenders party thereto from time to time (the “**Lenders**”), Goldman Sachs Credit Partners L.P., as administrative agent (together with its permitted successors in such capacity, the “**Administrative Agent**”) and as Collateral Agent (together with its permitted successors in such capacity, the “**Collateral Agent**”), and Credit Suisse (“**CS**”), as Syndication Agent (in such capacity, “**Syndication Agent**”);

WHEREAS, in consideration of the extensions of credit and other accommodations of Lenders and Lender Counterparties as set forth in the Credit Agreement and the Hedge Agreements, respectively, each Grantor has agreed to secure such Grantor’s obligations under the Credit Documents and the Hedge Agreements as set forth herein; and

WHEREAS, reference is made to that certain Subordination and Intercreditor Agreement (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”) dated as of the date hereof, by and among the Company, Goldman Sachs Credit Partners L.P., administrative agent and Collateral Agent, Wells Fargo Bank, National Association, in its capacity as trustee under the Subordinated Debt Documents (the “**Trustee**”) and STT Crossing Ltd., as the subordinated creditor.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Definitions; Grant of Security.

1.1 General Definitions. In this Agreement, the following terms shall have the following meanings:

“**Account Debtor**” shall mean each Person who is obligated on a Receivable or any Supporting Obligation related thereto.

“**Accounts**” shall mean all “accounts” as defined in Article 9 of the UCC.

“**Additional Grantors**” shall have the meaning assigned in Section 5.3.

“**Administrative Agent**” shall have the meaning set forth in the recitals.

“**Agreement**” shall have the meaning set forth in the preamble.

“**Assigned Agreements**” shall mean, as to each Grantor, all agreements and contracts to which such Grantor is a party as of the date hereof, or to which such Grantor becomes a party after the date hereof, including, without limitation, each Material Contract, as each such agreement may be amended, supplemented or otherwise modified from time to time.

“**Bermuda Closing Date Grantors**” shall mean the Company and Global Crossing Holdings Limited.

“**Cash Proceeds**” shall have the meaning assigned in Section 7.7.

“**Chattel Paper**” shall mean all “chattel paper” as defined in Article 9 of the UCC, including, without limitation, “electronic chattel paper” or “tangible chattel paper”, as each term is defined in Article 9 of the UCC.

“**Closing Date Grantors**” shall have the meaning set forth in the preamble.

“**Collateral**” shall have the meaning assigned in Section 2.1.

“**Collateral Account**” shall mean any account established by the Collateral Agent.

“**Collateral Agent**” shall have the meaning set forth in the preamble.

“**Collateral Records**” shall mean books, records, ledger cards, files, correspondence, customer lists, blueprints, technical specifications, manuals, computer software, computer printouts, tapes, disks and related data processing software and similar items that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon.

“**Collateral Support**” shall mean all property (real or personal) assigned, hypothecated or otherwise securing any Collateral and shall include any security agreement or other agreement granting a lien or security interest in such real or personal property.

“**Commercial Tort Claims**” shall mean all “commercial tort claims” as defined in Article 9 of the UCC, including, without limitation, all commercial tort claims listed on Schedule 4.8 (as such schedule may be amended or supplemented from time to time).

“**Commitments**” shall have the meaning specified in the Credit Agreement.

“**Commodities Accounts**” (i) shall mean all “commodity accounts” as defined in Article 9 of the UCC and (ii) shall include, without limitation, all of the accounts listed on Schedule 4.4 under the heading “Commodities Accounts” (as such schedule may be amended or supplemented from time to time).

“**Company**” shall have the meaning set forth in the recitals.

“**Controlled Foreign Corporation**” shall mean “controlled foreign corporation” as defined in the Tax Code.

“**Copyright Licenses**” shall mean any and all agreements providing for the granting of any right in or to Copyrights (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.7(B) (as such schedule may be amended or supplemented from time to time).

“**Copyrights**” shall mean all United States, and foreign copyrights (including Community designs), including but not limited to copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in Schedule 4.7(A) (as such schedule may be amended or supplemented from time to time), (ii) all extensions and renewals thereof, (iii) all rights corresponding thereto throughout the world, (iv) all rights to sue for past, present and future infringements thereof, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

“**Credit Agreement**” shall have the meaning set forth in the recitals.

“**Deposit Accounts**” (i) shall mean all “deposit accounts” as defined in Article 9 of the UCC and (ii) shall include, without limitation, all of the accounts listed on Schedule 4.4 under the heading “Deposit Accounts” (as such schedule may be amended or supplemented from time to time).

“**Documents**” shall mean all “documents” as defined in Article 9 of the UCC.

“**Equipment**” shall mean: (i) all “equipment” as defined in Article 9 of the UCC, (ii) all machinery, manufacturing equipment, data processing equipment, computers, office equipment, furnishings, furniture, appliances, fixtures and tools (in each case, regardless of whether characterized as equipment under the UCC) and (iii) all accessions or additions thereto, all parts thereof, whether or not at any time of determination incorporated or installed therein or attached thereto, and all replacements therefor, wherever located, now or hereafter existing, including any fixtures.

“**Event of Default**” shall mean an “Event of Default” as defined in the Credit Agreement.

“**Foreign Security Documents**” shall have the meaning assigned in Section 11.

“**GAAP**” means, subject to the limitations on the application thereof set forth in the Credit Agreement, United States generally accepted accounting principles in effect as of the date of determination thereof.

“**General Intangibles**” (i) shall mean all “general intangibles” as defined in Article 9 of the UCC, including “payment intangibles” also as defined in Article 9 of the UCC and (ii) shall include, without limitation, all interest rate or currency protection or hedging

arrangements, all tax refunds, all licenses, permits, concessions and authorizations, all Assigned Agreements and all Intellectual Property (in each case, regardless of whether characterized as general intangibles under the UCC).

“**Goods**” (i) shall mean all “goods” as defined in Article 9 of the UCC and (ii) shall include, without limitation, all Inventory and Equipment (in each case, regardless of whether characterized as goods under the UCC).

“**Grantors**” shall have the meaning set forth in the preamble.

“**Instruments**” shall mean all “instruments” as defined in Article 9 of the UCC.

“**Insurance**” shall mean (i) all insurance policies covering any or all of the Collateral (regardless of whether the Collateral Agent is the loss payee thereof) and (ii) any key man life insurance policies.

“**Intellectual Property**” shall mean, collectively, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks, the Trademark Licenses, the Trade Secrets, and the Trade Secret Licenses.

“**Intercreditor Agreement**” shall have the meaning set forth in the recitals.

“**Inventory**” shall mean (i) all “inventory” as defined in Article 9 of the UCC and (ii) all goods held for sale or lease or to be furnished under contracts of service or so leased or furnished, all raw materials, work in process, finished goods, and materials used or consumed in the manufacture, packing, shipping, advertising, selling, leasing, furnishing or production of such inventory or otherwise used or consumed in any Grantor’s business; all goods in which any Grantor has an interest in mass or a joint or other interest or right of any kind; and all goods which are returned to or repossessed by any Grantor, all computer programs embedded in any goods and all accessions thereto and products thereof (in each case, regardless of whether characterized as inventory under the UCC).

“**Investment Accounts**” shall mean the Collateral Account, Securities Accounts (and any related Security Entitlements), Commodities Accounts and Deposit Accounts.

“**Investment Related Property**” shall mean: (i) all “investment property” (as such term is defined in Article 9 of the UCC) and (ii) all of the following (regardless of whether classified as investment property under the UCC): all Pledged Equity Interests, Pledged Debt, the Investment Accounts and certificates of deposit.

“**Lender**” shall have the meaning set forth in the recitals.

“**Letter of Credit Right**” shall mean “letter-of-credit right” as defined in Article 9 of the UCC.

“**Lien**” shall mean (i) any lien, mortgage, pledge, assignment, security interest, charge or encumbrance of any kind (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, and any lease in the nature thereof) and any

option, trust or other preferential arrangement having the practical effect of any of the foregoing and (ii) in the case of Pledged Equity Interests, any purchase option, call or similar right of a third party with respect to such Pledged Equity Interests.

“**Money**” shall mean “money” as defined in the UCC.

“**Non-Assignable Contract**” shall mean any agreement, contract or license to which any Grantor is a party that by its terms purports to restrict or prevent the assignment or granting of a security interest therein (either by its terms or by any federal or state statutory prohibition or otherwise irrespective of whether such prohibition or restriction is enforceable under Section 9-406 through 409 of the UCC).

“**Obligations**” shall mean (i) all “Obligations” as such term is defined in the Credit Agreement and (ii) all “Senior Obligations” as such term is defined in the Intercreditor Agreement.

“**Patent Licenses**” shall mean all agreements providing for the granting of any right in or to Patents (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.7(D) (as such schedule may be amended or supplemented from time to time).

“**Patents**” shall mean all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application referred to in Schedule 4.7(C) hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements thereof, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

“**PCCR Collateral**” shall mean assets of the Company and its Subsidiaries referred to in clause (ii) of the definition of “Post-Closing Collateral Requirement” contained in Section 1.1 of the Credit Agreement; provided, however, that the phrase “any other item a security interest therein is not required to be perfected pursuant to the terms of the Pledge and Security Agreement” contained in the proviso to such definition shall be deemed to refer only to property and assets expressly excluded from the perfection or priority requirements of this Agreement by reference to a “basket”, materiality standard or other express exclusion.

“**Pledge Supplement**” shall mean any supplement to this agreement in substantially the form of Exhibit A.

“**Pledged Debt**” shall mean all Indebtedness for borrowed money owed to such Grantor, including, without limitation, all Indebtedness described on Schedule 4.4(A) under the heading “Pledged Debt” (as such schedule may be amended or supplemented from time to time), issued by the obligors named therein, the instruments evidencing such Indebtedness, and all

interest, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Indebtedness.

“Pledged Equity Interests” shall mean all Pledged Stock, Pledged LLC Interests, Pledged Partnership Interests and Pledged Trust Interests.

“Pledged LLC Interests” shall mean all interests in any limited liability company including, without limitation, all limited liability company interests listed on Schedule 4.4(A) under the heading “Pledged LLC Interests” (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such limited liability company interests and any interest of such Grantor on the books and records of such limited liability company or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such limited liability company interests.

“Pledged Partnership Interests” shall mean all interests in any general partnership, limited partnership, limited liability partnership or other partnership including, without limitation, all partnership interests listed on Schedule 4.4(A) under the heading “Pledged Partnership Interests” (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such partnership interests and any interest of such Grantor on the books and records of such partnership or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such partnership interests.

“Pledged Stock” shall mean all shares of capital stock owned by such Grantor, including, without limitation, all shares of capital stock described on Schedule 4.4(A) under the heading “Pledged Stock” (as such schedule may be amended or supplemented from time to time), and the certificates, if any, representing such shares and any interest of such Grantor in the entries on the books of the issuer of such shares or on the books of any securities intermediary pertaining to such shares, and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares.

“Pledged Trust Interests” shall mean all interests in a Delaware business trust or other trust including, without limitation, all trust interests listed on Schedule 4.4(A) under the heading “Pledged Trust Interests” (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such trust interests and any interest of such Grantor on the books and records of such trust or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such trust interests.

“**Proceeds**” shall mean: (i) all “proceeds” as defined in Article 9 of the UCC, (ii) payments or distributions made with respect to any Investment Related Property and (iii) whatever is receivable or received when Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

“**Receivables**” shall mean all rights to payment, whether or not earned by performance, for goods or other property sold, leased, licensed, assigned or otherwise disposed of, or services rendered or to be rendered, including, without limitation all such rights constituting or evidenced by any Account, Chattel Paper, Instrument, General Intangible or Investment Related Property, together with all of Grantor’s rights, if any, in any goods or other property giving rise to such right to payment and all Collateral Support and Supporting Obligations related thereto and all Receivables Records.

“**Receivables Records**” shall mean (i) all original copies of all documents, instruments or other writings or electronic records or other Records evidencing the Receivables, (ii) all books, correspondence, credit or other files, Records, ledger sheets or cards, invoices, and other papers relating to Receivables, including, without limitation, all tapes, cards, computer tapes, computer discs, computer runs, record keeping systems and other papers and documents relating to the Receivables, whether in the possession or under the control of Grantor or any computer bureau or agent from time to time acting for Grantor or otherwise, (iii) all evidences of the filing of financing statements and the registration of other instruments in connection therewith, and amendments, supplements or other modifications thereto, notices to other creditors or secured parties, and certificates, acknowledgments, or other writings, including, without limitation, lien search reports, from filing or other registration officers, (iv) all credit information, reports and memoranda relating thereto and (v) all other written or nonwritten forms of information related in any way to the foregoing or any Receivable.

“**Record**” shall have the meaning specified in Article 9 of the UCC.

“**Secured Obligations**” shall have the meaning assigned in Section 3.1.

“**Secured Parties**” shall mean the Agents, Lenders and the Lender Counterparties and shall include, without limitation, all former Agents, Lenders and Lender Counterparties to the extent that any Obligations owing to such Persons were incurred while such Persons were Agents, Lenders or Lender Counterparties and such Obligations have not been paid or satisfied in full.

“**Securities**” shall mean any stock, shares, partnership interests, voting trust certificates, certificates of interest or participation in any profit-sharing agreement or arrangement, options, warrants, bonds, debentures, notes, or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as “securities” or any certificates of interest, shares or participations in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire, any of the foregoing.

“**Securities Accounts**” (i) shall mean all “securities accounts” as defined in Article 8 of the UCC and (ii) shall include, without limitation, all of the accounts listed on

Schedule 4.4(A) under the heading “Securities Accounts” (as such schedule may be amended or supplemented from time to time).

“**Security Entitlement**” shall mean “security entitlement” as defined in the UCC.

“**Specified Foreign Assets**” shall mean assets or property not located in Bermuda, the United States, any State or territory of the United States or the District of Columbia.

“**Specified Foreign Grantor**” shall mean any Grantor not organized under the laws of Bermuda, the United States, any State or territory of the United States or the District of Columbia.

“**Subordinated Debt Documents**” shall have the meaning specified in the Credit Agreement.

“**Subordinated Security Documents**” shall have the meaning specified in the Intercreditor Agreement.

“**Supporting Obligation**” shall mean all “supporting obligations” as defined in Article 9 of the UCC.

“**Syndication Agent**” shall have the meaning set forth in the recitals.

“**Tax Code**” shall mean the United States Internal Revenue Code of 1986, as amended from time to time.

“**Trademark Licenses**” shall mean any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.7(F) (as such schedule may be amended or supplemented from time to time).

“**Trademarks**” shall mean all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to in Schedule 4.7(E) (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit; provided, however that the foregoing definition shall not include any “intent-to-use” based application for a Trademark (but only if the grant of security interest to such “intent-to-use” Trademark violates 15 U.S.C. Section 1060(a)) until such time that a “Statement of Use” or “Amendment to Allege Use” has been filed with the United States Patent and Trademark Office.

“**Trade Secret Licenses**” shall mean any and all agreements providing for the granting of any right in or to Trade Secrets (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.7(G) (as such schedule may be amended or supplemented from time to time).

“**Trade Secrets**” shall mean all trade secrets and all other confidential or proprietary information and know-how whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret, and (ii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

“**Trustee**” shall have the meaning set forth in the recitals.

“**UCC**” shall mean the Uniform Commercial Code as in effect from time to time in the State of New York or, when the context implies, the Uniform Commercial Code as in effect from time to time in any other applicable jurisdiction.

“**United States**” shall mean the United States of America.

1.2 Definitions; Interpretation. All capitalized terms used herein (including the preamble and recitals hereto) and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement or, if not defined therein, in the UCC. References to “Sections,” “Exhibits” and “Schedules” shall be to Sections, Exhibits and Schedules, as the case may be, of this Agreement unless otherwise specifically provided. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. The use herein of the word “include” or “including”, when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such as “without limitation” or “but not limited to” or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter. If any conflict or inconsistency exists between this Agreement and the Credit Agreement, the Credit Agreement shall govern. All references herein to provisions of the UCC shall include all successor provisions under any subsequent version or amendment to any Article of the UCC.

Section 2. Grant of Security.

2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all personal property of such Grantor including, but not limited to the following, in each case whether now owned or existing or hereafter

acquired or arising and wherever located (all of which being hereinafter collectively referred to as the “**Collateral**”):

- (a) Accounts;
- (b) Chattel Paper;
- (c) Documents;
- (d) General Intangibles;
- (e) Goods;
- (f) Instruments;
- (g) Insurance;
- (h) Intellectual Property;
- (i) Investment Related Property;
- (j) Letter of Credit Rights;
- (k) Money;
- (l) Receivables and Receivable Records;
- (m) Commercial Tort Claims;
- (n) all fiber optic submarine cable systems, including cables and materials, parts, tools, dies, jigs, fixtures, plans, information and contract rights, including all undersea fiber and cable, including all undersea fiber and cable in international waters;
- (o) to the extent not otherwise included above, all Collateral Records, Collateral Support and Supporting Obligations relating to any of the foregoing; and
- (p) to the extent not otherwise included above, all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing

; provided, however, that for purposes of this Agreement, the Collateral shall exclude any assets or property described in immediately preceding clauses (a) through (m), inclusive, (o) and (p), in each case to the extent such assets or property constitute Specified Foreign Assets; provided further, however, that subject to the limitations set forth in the Credit Agreement (other than in subclause (z) of the definition of “Post-Closing Collateral Requirement”) and in Section 2.2 and Section 4 hereof, each Grantor shall execute and deliver such additional security agreements, pledge agreements, mortgages, assignments and any other agreements, instruments and documents, in each case as shall reasonably be deemed necessary or advisable by the Collateral Agent in order to subject substantially all Specified Foreign Assets of the Company and its Subsidiaries (other than Excluded Subsidiaries) and all of the outstanding Equity Interests of

Company and its Subsidiaries (other than Subsidiaries of Excluded Subsidiaries) to a First-Priority perfected Lien in favor of the Collateral Agent (other than any such Specified Foreign Assets as to which the Collateral Agent, in its reasonable discretion, shall have notified the Company in writing that it has determined that the cost of obtaining such Lien is excessive in relation to the benefit to the Lenders afforded thereby) within the time periods specified in the Credit Agreement .

2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Collateral include or the security interest granted under Section 2.1 hereof attach to (a) Equipment subject to a purchase money security interest or equipment lease permitted under the Credit Agreement, or any lease, license, contract, property rights or agreement to which any Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of any Grantor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract property rights or agreement (other than to the extent that any such terms would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity), provided, however, that the Collateral shall include and such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such Lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above; (b) in any of the outstanding capital stock of a Controlled Foreign Corporation in excess of 65% of the voting power of all classes of capital stock of such Controlled Foreign Corporation entitled to vote; provided that immediately upon the amendment of the Tax Code to allow the pledge of a greater percentage of the voting power of capital stock in a Controlled Foreign Corporation without adverse tax consequences, the Collateral shall include, and the security interest granted by each Grantor shall attach to, such greater percentage of capital stock of each Controlled Foreign Corporation; or (c) assets subject to Liens permitted pursuant to Sections 6.2(n), (o) and (p) of the Credit Agreement. It is understood and agreed that all representations, warranties and covenants herein are subject to the limitations set forth in this Section 2.2.

2.3 Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control. Any reference in this Agreement to “first priority”, “first priority status”, or words of similar effect, in describing any of the security interests created hereunder shall be understood to refer to such priority as set forth in the Intercreditor Agreement. All representations, warranties and covenants in this Agreement shall be subject to the provisions and qualifications set forth in this Section 2.3.

Section 3. Security for obligations; grantors remain liable.

3.1 Security for Obligations. This Agreement secures, and the Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Obligations of every Grantor (the “**Secured Obligations**”).

3.2 Continuing Liability Under Collateral. Notwithstanding anything herein to the contrary, (i) each Grantor shall remain liable for all obligations under the Collateral and nothing contained herein is intended or shall be a delegation of duties to the Collateral Agent or any Secured Party, (ii) each Grantor shall remain liable under each of the agreements included in the Collateral, including, without limitation, any agreements relating to Pledged Partnership Interests or Pledged LLC Interests, to perform all of the obligations undertaken by it thereunder all in accordance with and pursuant to the terms and provisions thereof and neither the Collateral Agent nor any Secured Party shall have any obligation or liability under any of such agreements by reason of or arising out of this Agreement or any other document related thereto nor shall the Collateral Agent nor any Secured Party have any obligation to make any inquiry as to the nature or sufficiency of any payment received by it or have any obligation to take any action to collect or enforce any rights under any agreement included in the Collateral, including, without limitation, any agreements relating to Pledged Partnership Interests or Pledged LLC Interests, and (iii) the exercise by the Collateral Agent of any of its rights hereunder shall not release any Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral.

Section 4. Representations and warranties and covenants.

4.1 Generally.

4.1.1 Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date (or in the case of any Additional Grantor, on the date on which it executes a Counterpart Agreement), that:

(i) it owns the Collateral purported to be owned by it or otherwise has the rights it purports to have in each item of Collateral and, as to all Collateral whether now existing or hereafter acquired, will continue to own or have such rights in each item of the Collateral, in each case free and clear of any and all Liens, rights or claims of all other Persons other than Permitted Liens;

(ii) it has indicated on Schedule 4.1(A) (as such schedule may be amended or supplemented from time to time): (w) the type of organization of such Grantor, (x) the jurisdiction of organization of such Grantor, (y) its organizational identification number (if any) and (z) the jurisdiction where the chief executive office or its principal place of business is, and for the one-year period preceding the date hereof has been, located;

(iii) the full legal name of such Grantor is as set forth on Schedule 4.1(A) and it has not done in the last five (5) years, and does not do, business under any other name

(including any trade-name or fictitious business name) except for those names set forth on Schedule 4.1(B) (as such schedule may be amended or supplemented from time to time);

(iv) except as provided on Schedule 4.1(C), it has not changed its name, jurisdiction of organization, chief executive office or principal place of business or its corporate structure in any way (e.g., by merger, consolidation, change in corporate form or otherwise (other than by way of a merger or consolidation with any Person that was a Subsidiary of the Company immediately prior to the consummation of the relevant transaction)) since December 9, 2003;

(v) it has not since December 9, 2003 become bound (whether as a result of merger or otherwise) as debtor under a security agreement entered into by another Person, which has not heretofore been terminated other than the agreements identified on Schedule 4.1(D) hereof (as such schedule may be amended or supplemented from time to time) and other than the “Security Documents” under, and as defined in, the Mandatory Convertible Notes Indenture;

(vi) with respect to each agreement identified on Schedule 4.1(D), it has indicated on Schedule 4.1(A) and Schedule 4.1(B) the information required pursuant to Section 4.1.1(ii), (iii) and (iv) with respect to the debtor under each such agreement;

(vii) subject to completion of the Post-Closing Collateral Requirement, (u) upon the filing of all UCC financing statements naming each Grantor as debtor and the Collateral Agent as “secured party” and describing the Collateral in the filing offices set forth opposite such Grantor’s name on Schedule 4.1(E) hereof (as such schedule may be amended or supplemented from time to time) and other filings delivered by each Grantor, (v) upon delivery of all Instruments, Chattel Paper and certificated Pledged Equity Interests and Pledged Debt, (w) upon sufficient identification of Commercial Tort Claims, (x) upon execution of a control agreement establishing the Collateral Agent’s “control” (within the meaning of Section 8-106, 9-106 or 9-104 of the UCC, as applicable) with respect to any Investment Account, (y) upon consent of the issuer with respect to Letter of Credit Rights, and (z) to the extent not subject to Article 9 of the UCC, upon recordation of the security interests granted hereunder in Patents, Trademarks and Copyrights in the applicable intellectual property registries, including but not limited to the United States Patent and Trademark Office and the United States Copyright Office, the security interests granted to the Collateral Agent hereunder constitute valid and perfected first priority Liens (subject in the case of priority only to Permitted Liens and to the rights of the United States government (including any agency or department thereof) with respect to United States government Receivables) on all of the Collateral (except (i) motor vehicles and other equipment covered by a certificate of title and (ii) Insurance);

(viii) all actions and consents, including all filings, notices, registrations and recordings necessary or desirable for the exercise by the Collateral Agent of the voting or other rights provided for in this Agreement or the exercise of remedies in respect of the Collateral have been made or obtained, except on the Closing Date with respect to PCCR Collateral;

(ix) other than the financing statements filed in favor of the Collateral Agent, no effective UCC financing statement, fixture filing or other instrument similar in effect under any applicable law covering all or any part of the Collateral is on file in any filing or recording office except for (x) financing statements for which proper termination statements have been delivered to the Collateral Agent for filing and (y) financing statements filed in connection with Permitted Liens;

(x) no authorization, approval or other action by, and no notice to or filing with, any Governmental Authority or regulatory body is required for either (i) the pledge or grant by any Grantor of the Liens purported to be created in favor of the Collateral Agent hereunder or (ii) the exercise by Collateral Agent of any rights or remedies in respect of any Collateral (whether specifically granted or created hereunder or created or provided for by applicable law), except (A) for the filings contemplated by clause (vii) above and (B) as may be required, in connection with the disposition of any Investment Related Property, by laws generally affecting the offering and sale of Securities;

(xi) all information supplied by any Grantor with respect to the Collateral is accurate and complete in all material respects;

(xii) none of the Collateral constitutes, or is the Proceeds of, "farm products" (as defined in the UCC);

(xiii) it does not own any "as extracted collateral" (as defined in the UCC) or any timber to be cut;

(xiv) Except as described on Schedule 4.1(D), such Grantor has not become bound as a debtor, either by contract or by operation of law, by a security agreement previously entered into by another Person (other than the Subordinated Debt Documents); and

(xv) Such Grantor has been duly organized as an entity of the type as set forth opposite such Grantor's name on Schedule 4.1(A) solely under the laws of the jurisdiction as set forth opposite such Grantor's name on Schedule 4.1(A) and remains duly existing as such. Such Grantor has not filed any certificates of domestication, transfer or continuance in any other jurisdiction.

4.1.2 Covenants and Agreements. Each Grantor hereby covenants and agrees that:

(i) except for the security interest created by this Agreement, it shall not create or suffer to exist any Lien upon or with respect to any of the Collateral, except Permitted Liens, and such Grantor shall take all actions reasonably necessary to defend the Collateral against all Persons at any time claiming any interest therein;

(ii) it shall not use or permit any Collateral to be used unlawfully or in violation of any provision of this Agreement or any applicable statute, regulation or ordinance or any policy of insurance covering the Collateral, except to the extent such

use could not reasonably be expected to materially adversely affect the value of such Collateral;

(iii) it shall not change such Grantor's name, identity, corporate structure (e.g., by merger, consolidation, change in corporate form or otherwise), principal place of business, chief executive office, type of organization or jurisdiction of organization or establish any trade names unless it shall have (a) notified the Collateral Agent in writing, by executing and delivering to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto, at least thirty (30) days prior to any such change or establishment, identifying such new proposed name, identity, corporate structure, principal place of business, chief executive office, jurisdiction of organization or trade name and providing such other information in connection therewith as the Collateral Agent may reasonably request and (b) taken all actions necessary or advisable to maintain the continuous validity, perfection and the same or better priority of the Collateral Agent's security interest in the Collateral intended to be granted and agreed to hereby;

(iv) if the Collateral Agent or any Secured Party gives value to enable Grantor to acquire rights in or the use of any Collateral, it shall use such value for such purposes and such Grantor further agrees that repayment of any Obligation shall apply on a "first-in, first-out" basis so that the portion of the value used to acquire rights in any Collateral shall be paid in the chronological order such Grantor acquired rights therein;

(v) it shall pay promptly when due all property and other taxes, assessments and governmental charges or levies, in each case, to the extent material, imposed upon, and all claims (including claims for labor, materials and supplies) against, the Collateral, except to the extent the validity thereof is being contested in good faith; provided, such Grantor shall in any event pay such taxes, assessments, charges, levies or claims not later than five (5) days prior to the date of any sale required under any judgment, writ or warrant of attachment entered or filed against such Grantor or any of the Collateral as a result of the failure to make such payment;

(vi) upon such Grantor or any Authorized Officer of such Grantor obtaining knowledge thereof, it shall promptly notify the Collateral Agent in writing of any event that may have a Material Adverse Effect on the value of the Collateral (taken as a whole), the ability of any Grantor or the Collateral Agent to dispose of the Collateral, or the rights and remedies of the Collateral Agent in relation thereto, including, without limitation, the levy of any legal process against the Collateral;

(vii) it shall not take or permit any action which could reasonably be expected to impair the Collateral Agent's rights in the Collateral; and

(viii) it shall not sell, transfer or assign (by operation of law or otherwise) any Collateral except as permitted or otherwise in accordance with the Credit Agreement.

4.2 Equipment and Inventory.

(a) Representations and Warranties. Each Grantor represents and warrants, on the Closing Date, that:

(i) all of the material Equipment and Inventory included in the Collateral has been kept for the past four (4) years only at the locations specified in Schedule 4.2 (as such schedule may be amended or supplemented from time to time);

(ii) any Goods now or hereafter produced by any Grantor included in the Collateral have been and will be produced in compliance with the requirements of the Fair Labor Standards Act, as amended; and

(iii) except for goods in transit in the ordinary course of business, no Inventory or Equipment having a value in excess of \$1,000,000 individually (*i.e.*, at any one location) or \$5,000,000 in the aggregate (*i.e.*, at all locations) is in the possession of an issuer of a negotiable document (as defined in Section 7-104 of the UCC) therefor or otherwise in the possession of a bailee or a warehouseman.

(b) Covenants and Agreements. Each Grantor covenants and agrees that:

(i) it shall keep the Equipment, Inventory and any Documents evidencing any Equipment and Inventory (in each case, other than de minimis items) in the locations specified on Schedule 4.2 (as such schedule may be amended or supplemented from time to time) unless it shall have (a) notified the Collateral Agent in writing, by executing and delivering to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto, at least ten (10) days prior to locating any Equipment, Inventory or Documents (other than de minimis items) in any location not specified in Schedule 4.2, identifying such new location and providing such other information in connection therewith as the Collateral Agent may reasonably request and (b) taken all actions necessary to maintain the continuous validity, perfection and the same or better priority of the Collateral Agent's security interest in the Collateral intended to be granted and agreed to hereby, or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder, with respect to such Equipment and Inventory;

(ii) it shall keep records which are correct and accurate in all material respects of the Inventory, as are customarily maintained under similar circumstances by Persons of established reputation engaged in similar business, and in any event in conformity with GAAP (except for any Grantor organized under the laws of a jurisdiction outside the United States that does not keep records in accordance with GAAP on the date hereof);

(iii) it shall not deliver any Document evidencing any Equipment and Inventory (other than de minimis items) to any Person other than the issuer of such Document to claim the Goods evidenced therefor or the Collateral Agent;

(iv) if any Equipment or Inventory having a value in excess of \$5,000,000 in the aggregate for all Grantors is in possession or control of any third party, each Grantor shall notify the third party of the Collateral Agent's security interest and use its

commercially reasonable efforts to obtain an acknowledgment from the third party that it is holding the Equipment and Inventory for the benefit of the Collateral Agent; and

(v) with respect to any item of Equipment which is covered by a certificate of title under a statute of any jurisdiction under the law of which indication of a security interest on such certificate is required as a condition of perfection thereof, upon the reasonable request of the Collateral Agent, it shall (A) provide information with respect to any such Equipment having a value in excess of \$5,000,000 in the aggregate for all Grantors, (B) execute and file with the registrar of motor vehicles or other appropriate authority in such jurisdiction an application or other document requesting the notation or other indication of the security interest created hereunder on such certificate of title, and (C) deliver to the Collateral Agent copies of all such applications or other documents filed during such calendar quarter and copies of all such certificates of title issued during such calendar quarter indicating the security interest created hereunder in the items of Equipment covered thereby.

4.3 Receivables.

(a) Representations and Warranties. Each Grantor represents and warrants, on the Closing Date (or, in the case of any Additional Grantor, on the date on which it executes a Counterpart Agreement), that:

(i) each Receivable (a) is and will be the legal, valid and binding obligation of the Account Debtor in respect thereof, representing an unsatisfied obligation of such Account Debtor, (b) is and will be enforceable in accordance with its terms, except to the extent that that the enforceability thereof may be limited by applicable bankruptcy or other similar laws and by equitable principles, (c) is not and will not be subject to any setoffs, defenses, taxes, counterclaims (except with respect to refunds, returns, credits and allowances in the ordinary course of business as generally conducted by such Grantor on and prior to the date hereof) and (d) is and will be in compliance with all applicable laws, whether federal, state, local or foreign, except for instances of non-compliance which would not have a Material Adverse Effect;

(ii) as of the Closing Date, none of the Account Debtors in respect of any Receivable in excess of \$1,000,000 individually or \$5,000,000 in the aggregate for all Grantors is the government of the United States, any agency or instrumentality thereof, any state or municipality. No Receivable in excess of \$500,000 individually or \$2,000,000 in the aggregate for all Grantors requires the consent of the Account Debtor in respect thereof in connection with the pledge hereunder, except any consent which has been obtained;

(iii) no Receivable is evidenced by, or constitutes, an Instrument or Chattel Paper in an amount in excess of \$500,000 individually or \$2,000,000 in the aggregate for all Grantors which has not been delivered to, or otherwise subjected to the control of, the Collateral Agent to the extent required by, and in accordance with Section 4.3(c); and

(iv) if requested by the Collateral Agent, each Grantor has delivered to the Collateral Agent a complete and correct copy of each standard form of document under which material Receivables may arise.

that: (b) Covenants and Agreements: Each Grantor hereby covenants and agrees

(i) it shall keep and maintain at its own cost and expense, in accordance with its current business practice, satisfactory and complete records of the Receivables, including, but not limited to, the originals of all documentation with respect to all Receivables and records of all payments received and all credits granted on the Receivables;

(ii) it shall mark conspicuously, in form and manner reasonably satisfactory to the Collateral Agent, all Chattel Paper, and Instruments (other than checks) in an amount in excess of \$500,000 individually or \$2,000,000 in the aggregate for all such Chattel Paper and Instruments, with an appropriate reference to the fact that the Collateral Agent has a security interest therein;

(iii) it shall perform in all material respects its obligations with respect to the Receivables;

(iv) except in the ordinary course of business as generally conducted by such Grantor on and prior to the date hereof, it shall not amend, modify, terminate or waive any provision of any Receivable in any manner which could reasonably be expected to have a Material Adverse Effect on the value of such Receivable as Collateral. Other than in the ordinary course of business as generally conducted by it on and prior to the date hereof, and except as otherwise provided in subsection (v) below, following and during the continuance of an Event of Default, such Grantor shall not without the consent of the Collateral Agent (w) grant any extension or renewal of the time of payment of any Receivable, (x) compromise or settle any dispute, claim or legal proceeding with respect to any Receivable for less than the total unpaid balance thereof, (y) release, wholly or partially, any Person liable for the payment thereof, or (z) allow any credit or discount thereon;

(v) except as otherwise provided in this subsection and except in the ordinary course of business as generally conducted by it on and prior to the date hereof, each Grantor shall continue to collect all amounts due or to become due to such Grantor under the Receivables and any Supporting Obligation and diligently exercise each material right it may have under any Receivable any Supporting Obligation or Collateral Support, in each case, at its own expense, and in connection with such collections and exercise, such Grantor shall take such action as such Grantor or, during the continuance of an Event of Default, the Collateral Agent may deem necessary or advisable. Notwithstanding the foregoing, at any time following and during the continuance of an Event of Default, the Collateral Agent shall have the right to notify, or require any Grantor to notify, any Account Debtor of the Collateral Agent's security interest in the Receivables and any Supporting Obligation and, in addition, the Collateral Agent may: (1) direct the Account

Debtors under any Receivables to make payment of all amounts due or to become due to such Grantor thereunder directly to the Collateral Agent; (2) notify, or require any Grantor to notify, each Person maintaining a lockbox or similar arrangement to which Account Debtors under any Receivables have been directed to make payment to remit all amounts representing collections on checks and other payment items from time to time sent to or deposited in such lockbox or other arrangement directly to the Collateral Agent; and (3) enforce, at the expense of such Grantor, collection of any such Receivables and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done. If the Collateral Agent notifies any Grantor that it has elected to collect the Receivables in accordance with the preceding sentence, any payments of Receivables received by such Grantor shall be promptly (and in any event within five (5) Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Collateral Agent if required, in the Collateral Account maintained under the sole dominion and control of the Collateral Agent, and until so turned over, all amounts and proceeds (including checks and other instruments) received by such Grantor in respect of the Receivables, any Supporting Obligation or Collateral Support shall be received in trust for the benefit of the Collateral Agent hereunder and shall be segregated from other funds of such Grantor and such Grantor shall not adjust, settle or compromise the amount or payment of any Receivable, or release wholly or partly any Account Debtor or obligor thereof, or allow any credit or discount thereon;

(vi) it shall use its commercially reasonable efforts to keep in full force and effect any Supporting Obligation or Collateral Support relating to any Receivable; and

(vii) if at any time following the Closing Date, any of the Account Debtors in respect of any Receivables in excess of \$1,000,000 individually or \$5,000,000 in the aggregate for all Grantors is the government of the United States, any agency or instrumentality thereof, any state or municipality or any foreign sovereign, then each applicable Grantor shall take all actions deemed reasonably necessary or advisable by the Collateral Agent in order that the Collateral Agent shall obtain a first-priority perfected Lien in such Receivables.

(c) Delivery and Control of Receivables. With respect to any Receivables in excess of \$500,000 individually or \$2,000,000 in the aggregate for all Grantors evidenced by, or constituting, Chattel Paper or Instruments (other than checks), each Grantor shall (x) at any time following and during the continuance of an Event of Default, promptly and without any notice or action being required by any other party and (y) otherwise, promptly upon request by the Collateral Agent, cause each originally executed copy thereof to be delivered to the Collateral Agent (or its agent or designee) appropriately indorsed to the Collateral Agent or indorsed in blank. With respect to any Receivables in excess of \$500,000 individually or \$2,000,000 in the aggregate for all Grantors which would constitute "electronic chattel paper" under Article 9 of the UCC, each Grantor shall (x) at any time following and during the continuance of an Event of Default, promptly and without any notice or action being required by any other party and (y) otherwise, promptly upon request by the Collateral Agent, take all steps necessary to give the Collateral Agent control over such Receivables (within the meaning of Section 9-105 of the UCC).

4.4 Investment Related Property.

4.4.1 Investment Related Property Generally.

that: (a) Covenants and Agreements. Each Grantor hereby covenants and agrees

(i) in the event it acquires rights in any Investment Related Property after the date hereof (other than Pledged Stock (x) held in Persons that are not Subsidiaries of the Company, (y) not held by any securities intermediary and (z) having a value not in excess of \$500,000 in the aggregate for all Grantors), it shall deliver to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto, reflecting such new Investment Related Property and all other Investment Related Property. Notwithstanding the foregoing, it is understood and agreed that the security interest of the Collateral Agent shall attach to all Investment Related Property immediately upon any Grantor's acquisition of rights therein and shall not be affected by the failure of any Grantor to deliver a supplement to Schedule 4.4 as required hereby;

(ii) except as provided in the next sentence (and subject, in the case of any PCCR Collateral, to completion of the Post-Closing Collateral Requirement), in the event such Grantor receives any dividends, interest or distributions on any Investment Related Property, or any securities or other property upon the merger, consolidation, liquidation or dissolution of any issuer of any Investment Related Property, then (a) such dividends, interest or distributions and securities or other property shall be included in the definition of Collateral without further action and (b) such Grantor shall immediately take all steps, if any, necessary or advisable to ensure the validity, perfection, priority and, if applicable, control of the Collateral Agent over such Investment Related Property (including, without limitation, delivery thereof to the Collateral Agent) and pending any such action such Grantor shall be deemed to hold such dividends, interest, distributions, securities or other property in trust for the benefit of the Collateral Agent and shall segregate such dividends, distributions, Securities or other property from all other property of such Grantor. Notwithstanding the foregoing, so long as no Event of Default shall have occurred and be continuing, the Collateral Agent authorizes each Grantor to retain all ordinary cash dividends and distributions paid in the normal course of the business of the issuer and consistent with the past practice of the issuer and all scheduled payments of interest;

(iii) each Grantor consents to the grant by each other Grantor of a Security Interest in all Investment Related Property to the Collateral Agent.

(b) Delivery and Control.

(i) Each Grantor agrees that with respect to any Investment Related Property in which it currently has rights it shall comply with the provisions of this Section 4.4.1(b) on or before the Credit Date (except in respect of PCCR Collateral, and other than Pledged Stock (x) held in Persons that are not Subsidiaries of the Company, (y) not held

by any securities intermediary and (z) having a value not in excess of \$500,000 in the aggregate for all Grantors) and with respect to any Investment Related Property hereafter acquired by such Grantor (or comprising PCCR Collateral) it shall comply with the provisions of this Section 4.4.1(b) promptly upon acquiring rights therein (or, in the case of PCCR Collateral, promptly after the Closing Date), in each case in form and substance satisfactory to the Collateral Agent. With respect to any Investment Related Property that is represented by a certificate or that is an “instrument” (other than checks or any Investment Related Property credited to a Securities Account) it shall cause such certificate or instrument to be delivered to the Collateral Agent, indorsed in blank by an “effective indorsement” (as defined in Section 8-107 of the UCC), regardless of whether such certificate constitutes a “certificated security” for purposes of the UCC. With respect to any Investment Related Property that is an “uncertificated security” for purposes of the UCC (other than any “uncertificated securities” credited to a Securities Account and (and subject, in the case of any PCCR Collateral, to completion of the Post-Closing Collateral Requirement), it shall cause the issuer of such uncertificated security to either (i) register the Collateral Agent as the registered owner thereof on the books and records of the issuer or (ii) execute an agreement substantially in the form of Exhibit B hereto (or such other form as is reasonably acceptable to the Collateral Agent), pursuant to which such issuer agrees to comply with the Collateral Agent’s instructions with respect to such uncertificated security without further consent by such Grantor.

(c) Voting and Distributions.

(i) So long as no Event of Default shall have occurred and be continuing:

(1) except as otherwise provided under the covenants and agreements relating to Investment Related Property in this Agreement or elsewhere herein or in the Credit Agreement, each Grantor shall be entitled to exercise or refrain from exercising any and all voting and other consensual rights pertaining to the Investment Related Property or any part thereof for any purpose not inconsistent with the terms of this Agreement or the Credit Agreement; provided, no Grantor shall exercise or refrain from exercising any such right if the Collateral Agent shall have notified such Grantor that, in the Collateral Agent’s reasonable judgment, such action would have a Material Adverse Effect on the value of the Investment Related Property or any part thereof; and provided further, such Grantor shall give the Collateral Agent at least five (5) Business Days prior written notice of the manner in which it intends to exercise, or the reasons for refraining from exercising, any such right; it being understood, however, that neither the voting by such Grantor of any Pledged Stock for, or such Grantor’s consent to, the election of directors (or similar governing body) at a regularly scheduled annual or other meeting of stockholders or with respect to incidental matters at any such meeting, nor such Grantor’s consent to or approval of any action otherwise permitted under this Agreement and the Credit Agreement, shall be deemed inconsistent with the terms of this Agreement or the Credit Agreement within the meaning of this Section 4.4(c)(i)(1), and no notice of any such voting or consent need be given to the Collateral Agent; and

(2) the Collateral Agent shall promptly execute and deliver (or cause to be executed and delivered) to each Grantor all proxies, and other instruments as such

Grantor may from time to time reasonably request for the purpose of enabling such Grantor to exercise the voting and other consensual rights when and to the extent which it is entitled to exercise pursuant to clause (1) above; and

(3) upon the occurrence and during the continuance of an Event of Default:

(A) all rights of each Grantor to exercise or refrain from exercising the voting and other consensual rights which it would otherwise be entitled to exercise pursuant hereto shall cease and all such rights shall thereupon become vested in the Collateral Agent who shall thereupon have the sole right to exercise such voting and other consensual rights; and

(B) in order to permit the Collateral Agent to exercise the voting and other consensual rights which it may be entitled to exercise pursuant hereto and to receive all dividends and other distributions which it may be entitled to receive hereunder: (1) each Grantor shall promptly execute and deliver (or cause to be executed and delivered) to the Collateral Agent all proxies, dividend payment orders and other instruments as the Collateral Agent may from time to time reasonably request and (2) each Grantor acknowledges that the Collateral Agent may utilize the power of attorney set forth in Section 6.1.

4.4.2 Pledged Equity Interests.

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date (or, in the case of any Additional Grantor, on the date on which it executes a Counterparty Agreement), that:

(i) Schedule 4.4(A) (as such schedule may be amended or supplemented from time to time) sets forth under the headings “Pledged Stock,” “Pledged LLC Interests,” “Pledged Partnership Interests” and “Pledged Trust Interests,” respectively, all of the Pledged Stock, Pledged LLC Interests, Pledged Partnership Interests and Pledged Trust Interests owned by any Grantor and such Pledged Equity Interests constitute the percentage of issued and outstanding shares of stock, percentage of membership interests, percentage of partnership interests or percentage of beneficial interest of the respective issuers thereof indicated on such Schedule;

(ii) except as set forth on Schedule 4.4(B), it has not acquired any equity interests of another entity or substantially all the assets of another entity since December 9, 2003;

(iii) it is the record and beneficial owner of the Pledged Equity Interests free of all Liens, rights or claims of other Persons other than Permitted Liens and there are no outstanding warrants, options or other rights to purchase, or shareholder, voting trust or similar agreements outstanding with respect to, or property that is convertible into, or that requires the issuance or sale of, any Pledged Equity Interests;

(iv) without limiting the generality of Section 4.1.1(viii), no consent of any Person including any other general or limited partner, any other member of a limited

liability company, any other shareholder or any other trust beneficiary is necessary or desirable in connection with the creation, perfection or first priority status of the security interest of the Collateral Agent in any Pledged Equity Interests or the exercise by the Collateral Agent of the voting or other rights provided for in this Agreement or the exercise of remedies in respect thereof;

(v) none of the Pledged LLC Interests nor Pledged Partnership Interests are or represent interests in issuers that: (a) are registered as investment companies or (b) are dealt in or traded on securities exchanges or markets; and

(vi) except as otherwise set forth on Schedule 4.4(C), all of the Pledged LLC Interests and Pledged Partnership Interests are or represent interests in issuers that have opted to be treated as securities under the uniform commercial code of any jurisdiction.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that:

(i) without the prior written consent of the Collateral Agent, it shall not vote to enable or take any other action to: (a) other than as permitted under the Credit Agreement, amend or terminate any partnership agreement, limited liability company agreement, certificate of incorporation, by-laws or other organizational documents in any way that materially changes the rights of such Grantor with respect to any Investment Related Property or adversely affects the validity, perfection or priority of the Collateral Agent's security interest, (b) other than as permitted under the Credit Agreement, permit any issuer of any Pledged Equity Interest to issue any additional stock, partnership interests, limited liability company interests or other equity interests of any nature or to issue securities convertible into or granting the right of purchase or exchange for any stock or other equity interest of any nature of such issuer to any Person other than a Grantor, (c) other than as permitted under the Credit Agreement, permit any issuer of any Pledged Equity Interest to dispose of all or a material portion of their assets, (d) waive any default under or breach of any terms of organizational document relating to the issuer of any Pledged Equity Interest, (e) waive any default under or breach of any terms of any Pledged Debt (unless the obligor in respect of such Pledged Debt is the Company or a Subsidiary Guarantor and so long as such debt is subject to a pledge in favor of the Collateral Agent) or (f) cause any issuer of any Pledged Partnership Interests or Pledged LLC Interests which are not securities (for purposes of the UCC) on the date hereof to elect or otherwise take any action to cause such Pledged Partnership Interests or Pledged LLC Interests to be treated as securities for purposes of the UCC, unless such Grantor shall promptly notify the Collateral Agent in writing of any such election or action and, in such event, shall take all steps necessary or advisable to establish the Collateral Agent's "control" thereof;

(ii) it shall comply with all of its material obligations under any partnership agreement or limited liability company agreement relating to Pledged Partnership Interests or Pledged LLC Interests and shall enforce all of its material rights with respect to any Investment Related Property;

(iii) without the prior written consent of the Collateral Agent, other than as permitted under the Credit Agreement, it shall not permit any issuer of any Pledged Equity Interest to merge or consolidate unless (i) such issuer creates a security interest that is perfected by a filed financing statement (that is not effective solely under section 9-508 of the UCC) in collateral in which such new debtor has or acquires rights, and (ii) all the outstanding capital stock or other equity interests of the surviving or resulting corporation, limited liability company, partnership or other entity is, upon such merger or consolidation, pledged hereunder and no cash, securities or other property is distributed in respect of the outstanding equity interests of any other constituent Grantor; provided that if the surviving or resulting Grantors upon any such merger or consolidation involving an issuer which is a Controlled Foreign Corporation, then such Grantor shall only be required to pledge equity interests in accordance with Section 2.2; and

(iv) each Grantor consents to the grant by each other Grantor of a security interest in all Investment Related Property to the Collateral Agent and, without limiting the foregoing, consents to the transfer of any Pledged Partnership Interest and any Pledged LLC Interest to the Collateral Agent or its nominee following and during the continuance of an Event of Default and to the substitution of the Collateral Agent or its nominee as a partner in any partnership or as a member in any limited liability company with all the rights and powers related thereto.

4.4.3 Pledged Debt.

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date (or in the case of any Additional Grantor, on the date on which it executes a Counterparty Agreement), that:

(i) Schedule 4.4 (as such schedule may be amended or supplemented from time to time) sets forth under the heading "Pledged Debt" all of the Pledged Debt in a of each Grantor evidenced by an intercompany note or other promissory note. All Pledged Debt has been duly authorized, authenticated or issued, and delivered and is the legal, valid and binding obligation of the issuers thereof (except to the extent that the enforceability thereof may be limited by applicable bankruptcy or other similar laws and by equitable principles) to the knowledge of such Grantor and is not in default;

that: (b) Covenants and Agreements. Each Grantor hereby covenants and agrees

(i) it shall notify the Collateral Agent of any default under any Pledged Debt that has caused, either in any individual case or in the aggregate, a Material Adverse Effect.

4.4.4 Investment Accounts.

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date (or in the case of any Additional Grantor, on the date on which it executes a Counterpart Agreement), that:

(i) Schedule 4.4 hereto (as such schedule may be amended or supplemented from time to time) sets forth under the headings “Securities Accounts” and “Commodities Accounts,” respectively, all of the Securities Accounts and Commodities Accounts in which each Grantor has an interest. Each Grantor is the sole entitlement holder of each such Securities Account and Commodity Account, and such Grantor has not consented to, and is not otherwise aware of, any Person (other than the Collateral Agent pursuant hereto or the Trustee pursuant to the Subordinated Security Documents and other than as permitted under the Credit Agreement with respect to Securities Accounts maintained in connection with Liens permitted pursuant to Sections 6.02(n), (o) or (p) thereof) having “control” (within the meanings of Sections 8-106 and 9-106 of the UCC) over, or any other interest in, any such Securities Account or Commodity Account or securities or other property credited thereto;

(ii) Schedule 4.4 hereto (as such schedule may be amended or supplemented from time to time) sets forth under the headings “Deposit Accounts” all of the Deposit Accounts in which each Grantor has an interest. Each Grantor is the sole account holder of each such Deposit Account and such Grantor has not consented to, and is not otherwise aware of, any Person (other than the Collateral Agent pursuant hereto and other than as permitted under the Credit Agreement with respect to Deposit Accounts maintained in connection with Liens permitted pursuant to Sections 6.02(n), (o) or (p) thereof) having either sole dominion and control (within the meaning of common law) or “control” (within the meanings of Section 9-104 of the UCC) over, or any other interest in, any such Deposit Account or any money or other property deposited therein; and

(iii) Each Grantor has taken (or, in the case of PCCR Collateral, will take) all actions required to be taken pursuant to the Credit Agreement, including those specified in Section 4.4.4(c), to: (a) establish Collateral Agent’s “control” (within the meanings of Sections 8-106 and 9-106 of the UCC) over any portion of the Investment Related Property constituting Certificated Securities, Uncertificated Securities, Securities Accounts, Securities Entitlements or Commodities Accounts (each as defined in the UCC); (b) establish the Collateral Agent’s “control” (within the meaning of Section 9-104 of the UCC) over all Deposit Accounts; and (c) deliver all Instruments (other than checks) with a value in excess of \$250,000 individually or \$1,000,000 in the aggregate for all Grantors to the Collateral Agent; provided, however, that with respect to Instruments of the type referred to in Sections 4.2(a)(iii), 4.3(c) and 4.4.1(b)(i), the provisions of said Sections shall control.

(b) Covenant and Agreement. Each Grantor hereby covenants and agrees with the Collateral Agent and each other Secured Party that it shall not close or terminate any Securities Account or Deposit Account unless a successor or replacement account has been established with respect to which (i) Schedule 4.4 has been updated accordingly and (ii) a control agreement reasonably acceptable to the Collateral Agent has been entered into by the appropriate Grantor, Collateral Agent and securities intermediary or depository institution at which such successor or replacement account is to be maintained in accordance with the provisions of Section 4.4.4(c). Each Grantor hereby covenants and agrees with the Collateral Agent and each other Secured Party that it shall not close, terminate or establish any Commodities Account without the prior consent of the Collateral Agent.

(c) Delivery and Control.

(i) With respect to any Investment Related Property consisting of Securities Accounts or Securities Entitlements (other than as permitted under the Credit Agreement with respect to Securities Accounts maintained in connection with Liens permitted pursuant to Sections 6.02(n), (o) or (p) thereof), it shall use commercially reasonable efforts to cause the securities intermediary maintaining such Securities Account or Securities Entitlement to enter into an agreement substantially in the form of Exhibit C hereto (or such other form as is reasonably acceptable to the Collateral Agent), pursuant to which it shall agree to comply with the Collateral Agent's "entitlement orders" without further consent by such Grantor. With respect to any Investment Related Property that is a "Deposit Account" (other than as permitted under the Credit Agreement with respect to Deposit Accounts maintained in connection with Liens permitted pursuant to Sections 6.02(n), (o) or (p) thereof), it shall use commercially reasonable efforts to cause the depository institution maintaining such account to enter into an agreement substantially in the form of Exhibit D hereto (or such other form as is reasonably acceptable to the Collateral Agent), pursuant to which the Collateral Agent shall have both sole dominion and control over such Deposit Account (within the meaning of the common law) and "control" (within the meaning of Section 9-104 of the UCC) over such Deposit Account. Each Grantor shall have entered into such control agreement or agreements: (w) in the case of any such Securities Accounts, Securities Entitlements or Deposit Accounts of any Bermuda Closing Date Grantor that exist on the Closing Date, as of or prior to the Closing Date, (x) in the case of any such Securities Accounts, Securities Entitlements or Deposit Accounts of any Closing Date Grantor other than the Bermuda Closing Date Grantors that exist on the Closing Date, within 90 days of the Closing Date, (y) in the case of any such Securities Accounts, Securities Entitlements or Deposit Accounts of any Additional Grantor that exist on the date on which such Additional Grantor executes a Counterpart Agreement, within 90 days of such date and (z) in the case of any such Securities Accounts, Securities Entitlements or Deposit Accounts that are created or acquired by any Grantor following the date on which such Grantor becomes a party hereto, as of or prior to the deposit or transfer of any such Securities Entitlements or funds, whether constituting moneys or investments, into such Securities Accounts or Deposit Accounts. If any securities intermediary or depository institution with which any Securities Account, Securities Entitlement or Deposit Account referred to in preceding subclauses (x) or (y) is maintained refuses to enter into such a control agreement, then the respective Grantor shall promptly (and in any event within 90 days after the Closing Date or the date on which the relevant Additional Grantor delivers a Counterpart Agreement, as applicable), close the respective Securities Account or Deposit Account and transfer all balances therein to the Collateral Account or another Securities Account or Deposit Account, as applicable, meeting the requirements of this Section 4.4.4(c).

In addition to the foregoing, if any issuer of any Investment Related Property is located in a jurisdiction outside of the United States, each Grantor shall take such additional actions as may be necessary, including, without limitation, causing the issuer to register the pledge on its books and records or making such filings or recordings, in each case under the laws of such issuer's jurisdiction to insure the validity, perfection and priority of the security interest of the Collateral Agent. Upon the occurrence and during

the continuance of an Event of Default, the Collateral Agent shall have the right, without notice to any Grantor, to transfer all or any portion of the Investment Related Property to its name or the name of its nominee or agent. In addition, following and during the continuance of an Event of Default, the Collateral Agent shall have the right at any time, without notice to any Grantor, to exchange any certificates or instruments representing any Investment Related Property for certificates or instruments of smaller or larger denominations.

(d) Notwithstanding the foregoing, the Grantors shall not be required to comply with the requirements set forth above in this Section 4.4 with respect to Deposit Accounts and Securities Accounts at any one time containing balances (in cash, securities or other property) under \$5,000,000 in the aggregate for all Grantors, provided, however, that each Grantor shall be required to comply with the requirements set forth above in this Section 4.4 with respect to any individual Deposit Account or Securities Account containing a balance of \$1,000,000 or more.

4.5 Material Contracts.

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date (or in the case of any Additional Grantor, on the date on which it executes a Counterpart Agreement), that:

(i) the Material Contracts are in full force and effect and are binding upon and enforceable against all parties thereto in accordance with their respective terms, except to the extent that that the enforceability thereof may be limited by applicable bankruptcy or other similar laws and by equitable principles. There exists no material default under any Material Contract by any Grantor party thereto, or to the Grantor's knowledge, any other party thereto; and

(ii) there exists no default by any Grantor under any Material Contract that would entitle the counterparty thereto to terminate such Material Contract.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that :

(i) in addition to any rights under the Section of this Agreement relating to Receivables, the Collateral Agent may at any time notify, or require any Grantor to so notify, the counterparty on any Material Contract of the security interest of the Collateral Agent therein. In addition, after the occurrence and during the continuance of an Event of Default, the Collateral Agent may upon written notice to the applicable Grantor, notify, or require any Grantor to notify, the counterparty to make all payments under the Material Contracts directly to the Collateral Agent;

(ii) it shall perform in all material respects all of its obligations with respect to the Material Contracts;

(iii) it shall promptly and diligently exercise each material right it may have under any Material Contract, any Supporting Obligation or Collateral Support, except to

the extent that failure to exercise such right could not reasonably be expected to have a Material Adverse Effect, in each case, at its own expense, and in connection with such collections and exercise, such Grantor shall take such action as such Grantor or, following and during the continuance of an Event of Default, the Collateral Agent may deem necessary or advisable;

(iv) it shall keep in full force and effect any Supporting Obligation or Collateral Support relating to any Material Contract, except to the that failure to do so could not reasonably be expected to have a Material Adverse Effect; and

(v) each Grantor shall, within thirty (30) days after entering into any Non-Assignable Contract after the Closing Date, request in writing the consent of the counterparty or counterparties to any Material Contract that is a Non-Assignable Contract pursuant to the terms of such Non-Assignable Contract or applicable law to the assignment or granting of a security interest in such Non-Assignable Contract to Secured Party and use its commercially reasonable efforts to obtain such consent as soon as practicable thereafter.

4.6 Letter of Credit Rights.

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date (or in the case of any Additional Grantor, on the date on which it executes a Counterparty Agreement), that:

(i) all letters of credit in excess of \$1,000,000 individually or \$5,000,000 in the aggregate for all Grantors to which any Grantor has rights is listed on Schedule 4.6 (as such schedule may be amended or supplemented from time to time) hereto; and

(ii) subject, in the case of any PCCR Collateral, to completion of the Post-Closing Collateral Requirement, it has obtained the consent of each issuer of any letter of credit in excess of \$1,000,000 individually or \$5,000,000 in the aggregate for all Grantors to the assignment of the proceeds of the letter of credit to the Collateral Agent.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that with respect to any letter of credit with a value in excess of \$1,000,000 individually or \$5,000,000 in the aggregate for all Grantors hereafter arising it shall obtain the consent of the issuer thereof to the assignment of the proceeds of the letter of credit to the Collateral Agent and shall deliver to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto.

4.7 Intellectual Property.

(a) Representations and Warranties. Except as disclosed in Schedule 4.7(H) (as such schedule may be amended or supplemented from time to time), each Grantor hereby represents and warrants, on the Closing Date and on each Credit Date, that:

(i) Schedule 4.7 (as such schedule may be amended or supplemented from time to time) sets forth a true and complete list of (i) all United States, state and foreign

registrations of and applications for Patents, Trademarks, and Copyrights owned by each Grantor and (ii) all Patent Licenses, Trademark Licenses, Trade Secret Licenses and Copyright Licenses material to the business of such Grantor;

(ii) it is the sole and exclusive owner of the entire right, title, and interest in and to all Intellectual Property listed on Schedule 4.7 (as such schedule may be amended or supplemented from time to time), and owns or has the valid right to use all other Intellectual Property used in or necessary to conduct its business, free and clear of all Liens, claims, encumbrances and licenses, except for Permitted Liens and the licenses set forth on Schedule 4.7(B), (D), (F) and (G) (as each may be amended or supplemented from time to time);

(iii) all material Intellectual Property owned by a Grantor is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and each Grantor has performed all acts and has paid all renewal, maintenance, and other fees and taxes required to maintain each and every material registration and application of Copyrights, Patents and Trademarks in full force and effect;

(iv) no holding, decision, or judgment has been rendered in any action or proceeding before any court or administrative authority challenging the validity of, such Grantor's right to register, or such Grantor's rights to own or use, any material Intellectual Property owned by a Grantor and no such action or proceeding is pending or, to the best of such Grantor's knowledge, threatened, which could reasonably be expected to have a Material Adverse Effect;

(v) all registrations and applications for all material Copyrights, Patents and Trademarks are standing in the name of each Grantor or a predecessor in interest, and validly owned by such Grantor, and none of the material Trademarks, Patents, Copyrights or Trade Secrets has been licensed by any Grantor to any Affiliate or third party, except as disclosed in Schedule 4.7(B), (D), (F), or (G) (as each may be amended or supplemented from time to time);

(vi) to the best of each Grantor's knowledge, the conduct of such Grantor's business does not infringe upon or otherwise violate any trademark, patent, copyright, trade secret or other intellectual property right owned or controlled by a third party; except as could not reasonably be expected to have a Material Adverse Effect, no claim has been made that the use of any Intellectual Property owned or used by Grantor (or any of its respective licensees) violates the asserted rights of any third party;

(vii) to the best of each Grantor's knowledge, no third party is infringing upon or otherwise violating any rights in any material Intellectual Property owned or used by such Grantor, or any of its respective licensees;

(viii) no settlement or consents, covenants not to sue, nonassertion assurances, or releases have been entered into by a Grantor or to which a Grantor is bound that adversely affect a Grantor's rights to own or use any Intellectual Property; and

(ix) except as permitted under the Credit Agreement, no Grantor has made a previous assignment, sale, transfer or agreement constituting a present or future assignment, sale, transfer or agreement of any material Intellectual Property that has not been terminated or released. Except as permitted under the Credit Agreement, there is no effective financing statement or other document or instrument now executed, or on file or recorded in any public office, granting a security interest in or otherwise encumbering any part of the Intellectual Property, other than in favor of the Collateral Agent.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees as follows:

(i) it shall not do any act or omit to do any act whereby any material Intellectual Property may lapse, or become abandoned, dedicated to the public, or unenforceable, or which would adversely affect the validity, grant, or enforceability of the security interest granted therein;

(ii) it shall, promptly (and in any event within 90 days) following the creation or acquisition of any Copyrightable work for which a copyright registration would be of material benefit to the business of the Company and its Subsidiaries, apply to register the Copyright in the United States Copyright Office;

(iii) it shall promptly notify the Collateral Agent if it knows or has reason to know that any item of material Intellectual Property that may become (a) abandoned or dedicated to the public or placed in the public domain, (b) invalid or unenforceable, or (c) subject to any adverse determination or development (including the institution of proceedings) in any action or proceeding in the United States Patent and Trademark Office, the United States Copyright Office, any state registry, any foreign counterpart of the foregoing, or any court, but excluding any non-substantive office actions that may be issued by the United States Patent and Trademark Office, the United States Copyright Office, or the equivalent thereof that may be issued by a state registry, or any foreign counterpart of the foregoing;

(iv) it shall take all commercially reasonable steps in the United States Patent and Trademark Office, the United States Copyright Office, any state registry or any foreign counterpart of the foregoing, to pursue any application and maintain any registration of each material Trademark, Patent, and Copyright owned by any Grantor which is now or shall become included in the Intellectual Property including, but not limited to, those items on Schedule 4.7(A), (C) and (E) (as each may be amended or supplemented from time to time);

(v) in the event that any material Intellectual Property owned by or exclusively licensed to any Grantor is infringed, misappropriated, or diluted by a third party, such Grantor shall promptly take all reasonable actions to stop such infringement, misappropriation, or dilution and protect its rights in such Intellectual Property including, but not limited to and as appropriate, the initiation of a suit for injunctive relief and to recover damages;

(vi) it shall within thirty (30) days report to the Collateral Agent (i) the filing of any application to register any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office, or any state registry or foreign counterpart of the foregoing (whether such application is filed by such Grantor or through any agent, employee, licensee, or designee thereof) and (ii) the registration of any Intellectual Property by any such office, in each case by executing and delivering to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto;

(vii) it shall, promptly upon the reasonable request of the Collateral Agent, execute and deliver to the Collateral Agent any document required to acknowledge, confirm, register, record, or perfect the Collateral Agent's interest in any part of the Intellectual Property, whether now owned or hereafter acquired;

(viii) except with the prior consent of the Collateral Agent or as permitted under the Credit Agreement, each Grantor shall not execute, and there will not be on file in any public office, any financing statement or other document or instruments, except financing statements or other documents or instruments filed or to be filed in favor of the Collateral Agent and each Grantor shall not sell, assign, transfer, license, grant any option, or create or suffer to exist any Lien upon or with respect to the Intellectual Property owned by such Grantor, except for the Lien created by and under this Agreement; the other Credit Documents and Permitted Liens;

(ix) it shall hereafter use commercially reasonable efforts so as not to permit the inclusion in any contract to which it hereafter becomes a party of any provision that could or might in any way materially impair or prevent the creation of a security interest in, or the assignment of, such Grantor's rights and interests in any property included within the definitions of any Intellectual Property acquired under such contracts;

(x) it shall take all commercially reasonable steps to protect the secrecy of all Trade Secrets, including, without limitation, entering into confidentiality agreements with employees and labeling and restricting access to secret information and documents;

(xi) it shall use proper statutory notice in connection with its use of any material Intellectual Property; and

(xii) it shall take such action as such Grantor reasonably deems necessary or advisable in order to continue to collect, at its own expense, all amounts due or to become due to such Grantor in respect of material Intellectual Property or any portion thereof. Notwithstanding the foregoing, the Collateral Agent shall have the right at any time following the occurrence and during the continuance of an Event of Default, to notify, or require any Grantor to notify, any obligors with respect to any such amounts of the existence of the security interest created hereby.

4.8 Commercial Tort Claims.

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date (or in the case of any Additional Grantor, on the date on which it

executes a Counterpart Agreement), that Schedule 4.8 (as such schedule may be amended or supplemented from time to time) sets forth all Commercial Tort Claims of each Grantor in excess of \$100,000 individually or \$500,000 in the aggregate; and

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that with respect to any Commercial Tort Claim in excess of \$1,000,000 individually or \$5,000,000 in the aggregate for all Grantors hereafter arising it shall deliver to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto, identifying such new Commercial Tort Claims.

Section 5. Access; Right of Inspection and Further Assurances; Additional Grantors.

5.1 Access; Right of Inspection. The Collateral Agent shall at all times, but not more than two times per year unless an Event of Default has occurred and is continuing, have full and free access during normal business hours to all the books, correspondence and records of each Grantor, and the Collateral Agent and its representatives may examine the same, take extracts therefrom and make photocopies thereof, and each Grantor agrees to render to the Collateral Agent, at such Grantor's cost and expense, such clerical and other assistance as may be reasonably requested with regard thereto. The Collateral Agent and its representatives shall at all times, but not more than two times per year unless an Event of Default has occurred and is continuing, also have the right to enter any premises of each Grantor and inspect any property of each Grantor where any of the Collateral of such Grantor granted pursuant to this Agreement is located for the purpose of inspecting the same, observing its use or otherwise protecting its interests therein.

5.2 Further Assurances.

(a) Each Grantor agrees that from time to time, at the expense of such Grantor, that it shall promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary, or that the Collateral Agent may deem reasonably necessary or advisable, in order to create and/or maintain the validity, perfection or priority of and protect any security interest granted hereby or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, each Grantor shall:

(i) file such financing or continuation statements, or amendments thereto, and execute and deliver such other agreements, instruments, endorsements, powers of attorney or notices, as may be necessary or desirable, or as the Collateral Agent may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby;

(ii) take all actions necessary to ensure the recordation of appropriate evidence of the liens and security interest granted hereunder in the Intellectual Property with any intellectual property registry in which said Intellectual Property is registered or in which an application for registration is pending including, without limitation, the United States

Patent and Trademark Office, the United States Copyright Office, the various Secretaries of State, and the foreign counterparts on any of the foregoing;

(iii) at any reasonable time, upon reasonable request by the Collateral Agent, use commercially reasonable efforts to assemble the Collateral and allow inspection of the Collateral by the Collateral Agent, or persons designated by the Collateral Agent; and

(iv) at the Collateral Agent's reasonable request, appear in and defend any action or proceeding that may affect such Grantor's title to or the Collateral Agent's security interest in all or any part of the Collateral.

(b) Each Grantor hereby authorizes the Collateral Agent to file a Record or Records, including, without limitation, financing or continuation statements, and amendments thereto, in any jurisdictions and with any filing offices as the Collateral Agent may determine, in its sole discretion, are necessary or advisable to perfect the security interest granted to the Collateral Agent herein. Such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of collateral that describes such property in any other manner as the Collateral Agent may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection of the security interest in the Collateral granted to the Collateral Agent herein, including, without limitation, describing such property as "all assets" or "all personal property, whether now owned or hereafter acquired." Each Grantor shall furnish to the Collateral Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Collateral Agent may reasonably request, all in reasonable detail.

(c) Each Grantor hereby authorizes the Collateral Agent to modify this Agreement after obtaining such Grantor's approval of or signature to such modification by amending Schedule 4.7 (as such schedule may be amended or supplemented from time to time) to include reference to any right, title or interest in any existing Intellectual Property or any Intellectual Property acquired or developed by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property in which any Grantor no longer has or claims any right, title or interest.

5.3 Additional Grantors. From time to time subsequent to the date hereof, additional Persons may become parties hereto as additional Grantors (each, an "**Additional Grantor**"), by executing a Counterpart Agreement. Upon delivery of any such counterpart agreement to the Collateral Agent, notice of which is hereby waived by the Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder, nor by any election of Collateral Agent not to cause any Subsidiary of Company to become an Additional Grantor hereunder. This Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

Section 6. Collateral Agent Appointed Attorney-In-Fact.

6.1 Power of Attorney. Each Grantor hereby irrevocably appoints the Collateral Agent (such appointment being coupled with an interest) as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor, the Collateral Agent or otherwise, from time to time in the Collateral Agent's discretion, following and during the continuance of an Event of Default, to take any action and to execute any instrument that the Collateral Agent may deem reasonably necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, the following:

- (a) upon the occurrence and during the continuance of any Event of Default, to obtain and adjust insurance required to be maintained by such Grantor or paid to the Collateral Agent pursuant to the Credit Agreement;
- (b) upon the occurrence and during the continuance of any Event of Default, to ask for, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;
- (c) upon the occurrence and during the continuance of any Event of Default, to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (b) above;
- (d) upon the occurrence and during the continuance of any Event of Default, to file any claims or take any action or institute any proceedings that the Collateral Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Collateral Agent with respect to any of the Collateral;
- (e) to prepare and file any UCC financing statements against such Grantor as debtor;
- (f) to prepare, sign, and file for recordation in any intellectual property registry, appropriate evidence of the lien and security interest granted herein in the Intellectual Property in the name of such Grantor as debtor;
- (g) to take or cause to be taken all actions necessary to perform or comply or cause performance or compliance with the terms of this Agreement, including, without limitation, upon the occurrence and during the continuance of an Event of Default, access to pay or discharge taxes or Liens (other than Permitted Liens) levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Collateral Agent in its sole discretion, any such payments made by the Collateral Agent to become obligations of such Grantor to the Collateral Agent, due and payable immediately without demand; and
- (h) upon the occurrence and during the continuance of an Event of Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Collateral Agent were the absolute owner thereof for all purposes, and to do, at the Collateral Agent's option and

such Grantor's expense, at any time or from time to time, all acts and things that the Collateral Agent deems reasonably necessary to protect, preserve or realize upon the Collateral and the Collateral Agent's security interest therein in order to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

6.2 No Duty on the Part of Collateral Agent or Secured Parties. The powers conferred on the Collateral Agent hereunder are solely to protect the interests of the Secured Parties in the Collateral and shall not impose any duty upon the Collateral Agent or any Secured Party to exercise any such powers. The Collateral Agent and the Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

Section 7. Remedies.

7.1 Generally.

(a) If any Event of Default shall have occurred and be continuing, the Collateral Agent may exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it at law or in equity, all the rights and remedies of the Collateral Agent on default under the UCC (whether or not the UCC applies to the affected Collateral) to collect, enforce or satisfy any Secured Obligations then owing, whether by acceleration or otherwise, and also may pursue any of the following separately, successively or simultaneously:

(i) require any Grantor to, and each Grantor hereby agrees that it shall at its expense and promptly upon request of the Collateral Agent forthwith, assemble all or part of the Collateral as directed by the Collateral Agent and make it available to the Collateral Agent at a place to be designated by the Collateral Agent that is reasonably convenient to both parties;

(ii) enter onto the property where any Collateral is located and take possession thereof with or without judicial process;

(iii) prior to the disposition of the Collateral, store, process, repair or recondition the Collateral or otherwise prepare the Collateral for disposition in any manner to the extent the Collateral Agent deems appropriate; and

(iv) without notice except as specified below or under the UCC, sell, assign, lease, license (on an exclusive or nonexclusive basis) or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Collateral Agent's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as the Collateral Agent may deem commercially reasonable.

(b) The Collateral Agent or any Secured Party may be the purchaser of any or all of the Collateral at any public or private (to the extent to the portion of the Collateral being

privately sold is of a kind that is customarily sold on a recognized market or the subject of widely distributed standard price quotations) sale in accordance with the UCC and the Collateral Agent, as collateral agent for and representative of the Secured Parties, shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such sale made in accordance with the UCC, to use and apply any of the Secured Obligations as a credit on account of the purchase price for any Collateral payable by the Collateral Agent at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Collateral Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Grantor agrees that it would not be commercially unreasonable for the Collateral Agent to dispose of the Collateral or any portion thereof by using Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets. Each Grantor hereby waives any claims against the Collateral Agent arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if the Collateral Agent accepts the first offer received and does not offer such Collateral to more than one offeree. If the proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Secured Obligations, Grantors shall be liable for the deficiency and the fees of any attorneys employed by the Collateral Agent to collect such deficiency. Each Grantor further agrees that a breach of any of the covenants contained in this Section will cause irreparable injury to the Collateral Agent, that the Collateral Agent has no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no default has occurred giving rise to the Secured Obligations becoming due and payable prior to their stated maturities. Nothing in this Section shall in any way alter the rights of the Collateral Agent hereunder.

(c) The Collateral Agent may sell the Collateral without giving any warranties as to the Collateral. The Collateral Agent may specifically disclaim or modify any warranties of title or the like. This procedure will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

(d) The Collateral Agent shall have no obligation to marshal any of the Collateral.

7.2 Application of Proceeds. Subject to the terms of the Intercreditor Agreement, except as expressly provided elsewhere in this Agreement, all proceeds received by the Collateral Agent in respect of any sale, any collection from, or other realization upon all or

any part of the Collateral shall be applied in full or in part by the Collateral Agent against, the Secured Obligations in the following order of priority: first, to the payment of all costs and expenses of such sale, collection or other realization, including reasonable compensation to the Collateral Agent and its agents and counsel, and all other expenses, liabilities and advances made or incurred by the Collateral Agent in connection therewith, and all amounts for which the Collateral Agent is entitled to indemnification hereunder (in its capacity as the Collateral Agent and not as a Lender) and all advances made by the Collateral Agent hereunder for the account of the applicable Grantor, and to the payment of all costs and expenses paid or incurred by the Collateral Agent in connection with the exercise of any right or remedy hereunder or under the Credit Agreement, all in accordance with the terms hereof or thereof; second, to the extent of any excess of such proceeds, to the payment of all other Secured Obligations for the ratable benefit of the Lenders and the Lender Counterparties; and third, to the extent of any excess of such proceeds, to the payment to or upon the order of such Grantor or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

7.3 Sales on Credit. If Collateral Agent sells any of the Collateral upon credit, Grantor will be credited only with payments actually made by purchaser and received by Collateral Agent and applied to indebtedness of the purchaser. In the event the purchaser fails to pay for the Collateral, Collateral Agent may resell the Collateral and Grantor shall be credited with proceeds of the sale.

7.4 Deposit Accounts.

If any Event of Default shall have occurred and be continuing, the Collateral Agent may apply the balance from any Deposit Account subject to a Deposit Account Control Agreement or instruct the bank at which any such Deposit Account to or for the benefit of the Collateral Agent.

7.5 Investment Related Property.

Each Grantor recognizes that, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws, the Collateral Agent may be compelled, with respect to any sale of all or any part of the Investment Related Property conducted without prior registration or qualification of such Investment Related Property under the Securities Act and/or such state securities laws, to limit purchasers to those who will agree, among other things, to acquire the Investment Related Property for their own account, for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges that any such private sale may be at prices and on terms less favorable than those obtainable through a public sale without such restrictions (including a public offering made pursuant to a registration statement under the Securities Act) and, notwithstanding such circumstances, each Grantor agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner and that the Collateral Agent shall have no obligation to engage in public sales and no obligation to delay the sale of any Investment Related Property for the period of time necessary to permit the issuer thereof to register it for a form of public sale requiring registration under the Securities Act or under applicable state securities laws, even if such issuer would, or should, agree to so register it. If the Collateral Agent determines to exercise its right to sell any or all of the Investment Related Property, upon written request, each Grantor shall and shall cause each issuer of any Pledged

Stock to be sold hereunder, each partnership and each limited liability company from time to time to furnish to the Collateral Agent all such information as the Collateral Agent may request in order to determine the number and nature of interest, shares or other instruments included in the Investment Related Property which may be sold by the Collateral Agent in exempt transactions under the Securities Act and the rules and regulations of the Securities and Exchange Commission thereunder, as the same are from time to time in effect.

7.6 Intellectual Property.

(a) Anything contained herein to the contrary notwithstanding, upon the occurrence and during the continuance of an Event of Default:

(i) the Collateral Agent shall have the right (but not the obligation) to bring suit or otherwise commence any action or proceeding in the name of any Grantor, the Collateral Agent or otherwise, in the Collateral Agent's sole discretion, to enforce any Intellectual Property owned by a Grantor, in which event such Grantor shall, at the request of the Collateral Agent, do any and all lawful acts and execute any and all documents required by the Collateral Agent in aid of such enforcement and such Grantor shall promptly, upon demand, reimburse and indemnify the Collateral Agent as provided in Section 10 hereof in connection with the exercise of its rights under this Section, and, to the extent that the Collateral Agent shall elect not to bring suit to enforce any Intellectual Property as provided in this Section, each Grantor agrees to use all commercially reasonable efforts, whether by action, suit, proceeding or otherwise, to stop the infringement or other violation of any of such Grantor's rights in the Intellectual Property owned by such Grantor by others and for that purpose agrees to diligently maintain any action, suit or proceeding against any Person so infringing as shall be reasonably necessary to stop such infringement or violation;

(ii) upon written demand from the Collateral Agent, each Grantor shall grant, assign, convey or otherwise transfer to the Collateral Agent or such Collateral Agent's designee all of such Grantor's right, title and interest in and to the Intellectual Property and shall execute and deliver to the Collateral Agent such documents as are necessary or appropriate to carry out the intent and purposes of this Agreement;

(iii) each Grantor agrees that such an assignment and/or recording shall be applied to reduce the Secured Obligations outstanding only to the extent that the Collateral Agent (or any Secured Party) receives cash proceeds in respect of the sale of, or other realization upon, such Intellectual Property;

(iv) within five (5) Business Days after written notice from the Collateral Agent, each Grantor shall make available to the Collateral Agent, to the extent within such Grantor's power and authority, such personnel in such Grantor's employ on the date of such Event of Default as the Collateral Agent may reasonably designate, by name, title or job responsibility, to permit such Grantor to continue, directly or indirectly, to produce, advertise and sell the products and services sold or delivered by such Grantor under or in connection with the Trademarks, Trademark Licenses, such persons to be available to perform their prior functions on the Collateral Agent's behalf and to be

compensated by the Collateral Agent at such Grantor's expense on a per diem, pro rata basis consistent with the salary and benefit structure applicable to each as of the date of such Event of Default; and

(v) the Collateral Agent shall have the right to notify, or require each Grantor to notify, any obligors with respect to amounts due or to become due to such Grantor in respect of the Intellectual Property owned by such Grantor, of the existence of the security interest created herein, to direct such obligors to make payment of all such amounts directly to the Collateral Agent, and, upon such notification and at the expense of such Grantor, to enforce collection of any such amounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done;

(1) all amounts and proceeds (including checks and other instruments) received by Grantor in respect of amounts due to such Grantor in respect of the Collateral or any portion thereof shall be received in trust for the benefit of the Collateral Agent hereunder, shall be segregated from other funds of such Grantor and shall be forthwith paid over or delivered to the Collateral Agent in the same form as so received (with any necessary endorsement) to be held as cash Collateral and applied as provided by Section 7.7 hereof; and

(2) Grantor shall not adjust, settle or compromise the amount or payment of any such amount or release wholly or partly any obligor with respect thereto or allow any credit or discount thereon.

(b) If (i) an Event of Default shall have occurred and, by reason of cure, waiver, modification, amendment or otherwise, no longer be continuing, (ii) no other Event of Default shall have occurred and be continuing, (iii) an assignment or other transfer to the Collateral Agent of any rights, title and interests in and to the Intellectual Property owned by a Grantor shall have been previously made and shall have become absolute and effective, and (iv) the Secured Obligations shall not have become immediately due and payable, upon the written request of any Grantor, the Collateral Agent shall promptly execute and deliver to such Grantor, at such Grantor's sole cost and expense, such assignments or other transfer as may be legally necessary to reassign to such Grantor any such rights, title and interests as may have been assigned to the Collateral Agent as aforesaid without representation or warranty, subject to any disposition thereof that may have been made by the Collateral Agent; provided, after giving effect to such reassignment, the Collateral Agent's security interest granted pursuant hereto, as well as all other rights and remedies of the Collateral Agent granted hereunder, shall continue to be in full force and effect; and provided further, the rights, title and interests so reassigned shall be free and clear of any other Liens granted by or on behalf of the Collateral Agent and the Secured Parties.

(c) Solely for the purpose of enabling the Collateral Agent to exercise rights and remedies under this Section 7 and at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent, to the extent it has the right to do so, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to such Grantor), subject, in the case of Trademarks

owned by a Grantor, to sufficient rights to quality control and inspection in favor of such Grantor to avoid the risk of invalidation of said Trademarks, to use, operate under, license, or sublicense any Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located.

7.7 Cash Proceeds. In addition to the rights of the Collateral Agent specified in Section 4.3 with respect to payments of Receivables, all proceeds of any Collateral received by any Grantor consisting of cash, checks and other cash equivalents (collectively, “**Cash Proceeds**”) when an Event of Default is continuing shall be held by such Grantor in trust for the Collateral Agent, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, unless otherwise provided pursuant to Section 4.4.1(a)(ii), be turned over to the Collateral Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the Collateral Agent, if required) and held by the Collateral Agent in the Collateral Account. Any Cash Proceeds received by the Collateral Agent (whether from a Grantor or otherwise): (i) if no Event of Default shall have occurred and be continuing, shall be held by the Collateral Agent in accordance with this agreement for the ratable benefit of the Secured Parties, as collateral security for the Secured Obligations (whether matured or unmatured) and (ii) if an Event of Default shall have occurred and be continuing, may, in the sole discretion of the Collateral Agent, (A) be held by the Collateral Agent for the ratable benefit of the Secured Parties, as collateral security for the Secured Obligations (whether matured or unmatured) and/or (B) then or at any time thereafter may be applied by the Collateral Agent against the Secured Obligations then due and owing.

Section 8. Collateral Agent.

The Collateral Agent has been appointed to act as Collateral Agent hereunder by Lenders and, by their acceptance of the benefits hereof, the other Secured Parties. The Collateral Agent shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of Collateral), solely in accordance with this Agreement and the Credit Agreement; provided, the Collateral Agent shall, after payment in full of all Obligations under the Credit Agreement and the other Credit Documents, exercise, or refrain from exercising, any remedies provided for herein in accordance with the instructions of the holders of a majority of the aggregate notional amount (or, with respect to any Hedge Agreement that has been terminated in accordance with its terms, the amount then due and payable (exclusive of expenses and similar payments but including any early termination payments then due) under such Hedge Agreement) under all Hedge Agreements. In furtherance of the foregoing provisions of this Section, each Secured Party, by its acceptance of the benefits hereof, agrees that it shall have no right individually to realize upon any of the Collateral hereunder, it being understood and agreed by such Secured Party that all rights and remedies hereunder may be exercised solely by the Collateral Agent for the benefit of Secured Parties in accordance with the terms of this Section and the Credit Agreement. The Collateral Agent may resign or be removed in accord with Section 9.7 of the Credit Agreement. The rights of Collateral Agent set forth in Section 9 and Section 10 of the Credit Agreement shall apply to Collateral Agent’s performance under and exercise of rights and remedies under this Agreement.

Section 9. Continuing Security Interest; Transfer of Loans.

This Agreement shall create a continuing security interest in the Collateral and shall remain in full force and effect until the payment in full of all Secured Obligations (other than contingent indemnity obligations for which no claim has been made), the cancellation or termination of the Commitments, be binding upon each Grantor, its successors and assigns, and inure, together with the rights and remedies of the Collateral Agent hereunder, to the benefit of the Collateral Agent and its successors, transferees and assigns. Without limiting the generality of the foregoing, but subject to the terms of the Credit Agreement, any Lender may assign or otherwise transfer any Loans held by it to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to Lenders herein or otherwise. Upon the payment in full of all Secured Obligations (other than contingent indemnity obligations for which no claim has been made), the cancellation or termination or cash collateralization of the Commitments, the security interest granted hereby shall automatically terminate hereunder and of record and all rights to the Collateral shall revert to Grantors. Upon any such termination the Collateral Agent shall, at Grantors' expense, execute and deliver to Grantors or otherwise authorize the filing of such documents as Grantors shall reasonably request, including financing statement amendments to evidence such termination. Upon any disposition of property permitted by the Credit Agreement, the Liens granted herein shall be deemed to be automatically released and such property shall automatically revert to the applicable Grantor with no further action on the part of any Person. The Collateral Agent shall, at Grantor's expense, execute and deliver or otherwise authorize the filing of such documents as Grantors shall reasonably request, in form and substance reasonably satisfactory to the Collateral Agent, including financing statement amendments to evidence such release. In addition, if all of the Equity Interests of any Grantor shall be sold or otherwise disposed of, or all or substantially all of the assets of such Grantor shall be sold, in a transaction permitted under the Credit Agreement, such Grantor shall be released from its obligations under this Agreement, and the Collateral Agent shall, at Grantor's expense, execute and deliver or otherwise authorize the filing of such documents as Grantors shall reasonably request, including financing statement amendments to evidence such release.

Section 10. Standard of Care; Collateral Agent May Perform.

The powers conferred on the Collateral Agent hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Collateral Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. The Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Collateral Agent accords its own property. Neither the Collateral Agent nor any of its directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or otherwise. If any Grantor fails to perform any agreement contained herein, the Collateral Agent may during the continuance of an Event of Default itself perform, or cause performance of, such agreement, and the expenses of

the Collateral Agent incurred in connection therewith shall be payable by each Grantor under Section 10.2 of the Credit Agreement.

Section 11. Foreign Security Documents.

Notwithstanding anything to the contrary herein, (i) the provisions of any pledge agreement, security agreement, mortgage, assignment or any similar agreement, instrument or document entered into between the Collateral Agent and any Specified Foreign Grantor (the “**Foreign Security Documents**”) shall govern and control the perfection and priority of any security interest in any Specified Foreign Assets, including with respect to the method of perfection thereof and the representations, warranties and covenants relating to such perfection and priority, in lieu of the representations, warranties and covenants herein relating to such Specified Foreign Assets (other than any aggregate dollar “baskets” set forth herein with respect to assets of the Grantors, which shall be applicable to all assets of the Grantors, including Specified Foreign Assets, unless otherwise specified in any Foreign Security Document) and (ii) no Grantor shall be required to perform any action that is illegal or that may violate the laws of its jurisdiction of organization.

Section 12. Miscellaneous.

Any notice required or permitted to be given under this Agreement shall be given in accordance with Section 10.1 of the Credit Agreement. No failure or delay on the part of the Collateral Agent in the exercise of any power, right or privilege hereunder or under any other Credit Document shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Agreement and the other Credit Documents are cumulative to, and not exclusive of, any rights or remedies otherwise available. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or would otherwise be within the limitations of, another covenant shall not avoid the occurrence of a Default or an Event of Default if such action is taken or condition exists. This Agreement shall be binding upon and inure to the benefit of the Collateral Agent and Grantors and their respective successors and assigns. No Grantor shall, without the prior written consent of the Collateral Agent given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder. This Agreement and the other Credit Documents embody the entire agreement and understanding between Grantors and the Collateral Agent and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Credit Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple

separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission or electronic transmission (in pdf format) will be effective as delivery of a manually executed counterpart hereof.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAWS).

(Signature page follows)

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

GLOBAL CROSSING LIMITED

By:  _____

Name:

Title:

GOLDMAN SACHS CREDIT PARTNERS
L.P.,
as the Collateral Agent

By: 


Name:

Title: **BRUCE H. MENDELSON
AUTHORIZED SIGNATORY**


Signature Page to the Pledge and Security Agreement

**TRADEMARK
REEL: 003737 FRAME: 0053**

GLOBAL CROSSING HOLDINGS LIMITED

By: 
Name: _____
Title:

BUSINESS TELEMAGEMENT, INC.

By: 
Name: _____
Title:

GLOBAL CROSSING BANDWIDTH, INC.

By: 

Name:

Title:

GLOBAL CROSSING NORTH AMERICA
INC.

By:  _____

Name:

Title:

GC MART LLC

By:  _____

Name:

Title:

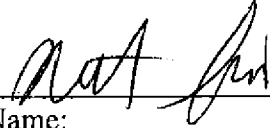
GLOBAL CROSSING BILLING, INC.

By: 

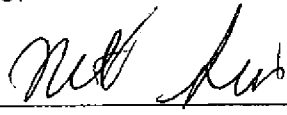
Name:

Title:

GLOBAL CROSSING EMPLOYEE
SERVICES INC.

By: 
Name:
Title:

GLOBAL CROSSING LOCAL SERVICES,
INC.

By: 

Name:

Title:

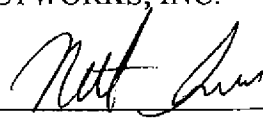
GLOBAL CROSSING NORTH AMERICAN
HOLDINGS, INC.

By: Mitt Finn

Name:

Title:

GLOBAL CROSSING NORTH AMERICAN
NETWORKS, INC.

By: 

Name:

Title:

GLOBAL CROSSING
TELECOMMUNICATIONS, INC.

By:  _____

Name:

Title:

ALC COMMUNICATIONS CORPORATION

By: 

Name:

Title:

BUDGET CALL LONG DISTANCE, INC.

By: Mitt Ford

Name:

Title:

EQUAL ACCESS NETWORKS, LLC

By:  _____

Name:

Title:

GLOBAL CROSSING ADVANCED CARD
SERVICES, INC.

By: 

Name:

Title:

GLOBAL CROSSING USA INC.

By: Matt Leach

Name:

Title:

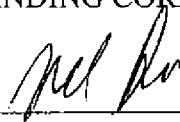
GLOBAL CROSSING VENTURES, INC.

By: 

Name:

Title:


GT LANDING CORP.

By: 

Name:

Title:


GT LANDING II CORP.

By:  _____

Name:

Title:

MAC LANDING CORP.

By: 
Name: _____
Title:


PAC LANDING CORP.

By: M A

Name:

Title:

US CROSSING, INC.

By:  _____

Name:

Title:


GLOBAL CROSSING GOVERNMENT
MARKETS USA, INC.

By:  _____


Name:

Title:

GLOBAL CROSSING HOLDINGS USA, LLC

By:  _____
Name:
Title:

GLOBAL CROSSING INTERNET DIAL-UP,
INC.

By: 
Name:
Title:

GLOBAL CROSSING LATIN AMERICA &
CARIBBEAN CO.

By: 
Name: _____
Title:

GLOBAL CROSSING TELEMAGEMENT,
INC.

By:  _____
Name:
Title:

GLOBAL CROSSING TELEMAGEMENT
VA, LLC

By:  _____
Name:
Title:

OLD INTER EXCHANGE NETWORK, INC.

By: 

Name:

Title:

SCHEDULE 4.1
to Pledge and Security Agreement

GENERAL INFORMATION

(A) Full Legal Name, Type of Organization, Jurisdiction of Organization, Chief Executive Office/Principal Place of Business and Organizational Identification Number of each Grantor:

<u>Full Legal Name</u>	<u>Type of Organization</u>	<u>Jurisdiction of Organization</u>	<u>Chief Executive Office/Sole Place of Business</u>	<u>Organization I.D.#</u>
Global Crossing Limited	Publicly-traded Bermuda Exempted Company	Bermuda	200 Park Avenue, Suite 300, Florham Park, NJ 07932, USA	98-0407042 EC-32581
Global Crossing Holdings Limited	Bermuda Exempted Company	Bermuda	Wessex House, 45 Reid Street, Hamilton HM 12, Bermuda	98-0407045 EC-34142
ALC Communications Corporation	Corporation	Delaware	1080 Pittsford Victor Road, Pittsford, NY 14534, USA	38-2643582
Budget Call Long Distance, Inc.	Corporation	Delaware	1080 Pittsford Victor Road, Pittsford, NY 14534, USA	47-0755311
Business Telemanagement, Inc.	Corporation	California	1080 Pittsford Victor Road, Pittsford, New York 14534, USA	33-0356693
Equal Access Networks, LLC	Limited Liability Company	Delaware	1080 Pittsford Victor Road, Pittsford, NY 14534, USA	04-3506429
GC Mart LLC	Limited Liability Company	Michigan	1080 Pittsford Victor Road, Pittsford, NY 14534, USA	16-1605706

Global Crossing Advanced Card Services, Inc.	Corporation	Iowa	1080 Pittsford Victor Road, Pittsford, NY 14534, USA	42-1362557
Global Crossing Bandwidth, Inc.	Corporation	California	1080 Pittsford Victor Road, Pittsford, New York 14534, USA	77-0228804
Global Crossing Billing, Inc.	Corporation	Michigan	1080 Pittsford Victor Road, Pittsford, NY 14534, USA	16-1554356
Global Crossing Development Co.	Corporation	Delaware	1080 Pittsford Victor Road, Pittsford, NY 14534, USA	95-4670902
Global Crossing Employee Services Inc.	Corporation	Delaware	1080 Pittsford Victor Road, Pittsford, NY 14534, USA	94-3328185
Global Crossing Government Markets USA, Inc.	Corporation	Virginia	1080 Pittsford Victor Road, Pittsford, New York 14534, USA	52-2350032
Global Crossing Holdings USA, LLC	Limited Liability Company	Delaware	1080 Pittsford Victor Road, Pittsford, NY 14534, USA	95-4670978
Global Crossing Internet Dial-Up, Inc.	Corporation	Delaware	1080 Pittsford Victor Road, Pittsford, NY 14534, USA	06-1580676
Global Crossing Latin America & Caribbean Co.	Corporation	Delaware	1080 Pittsford Victor Road, Pittsford, NY 14534, USA	52-2209275

Global Crossing Local Services, Inc.	Corporation	Michigan	1080 Pittsford Victor Road, Pittsford, NY 14534, USA	38-3273802
Global Crossing North America, Inc.	Corporation	New York	1080 Pittsford Victor Road, Pittsford, NY 14534, USA	16-0613330
Global Crossing North American Holdings, Inc.	Corporation	Delaware	1080 Pittsford Victor Road, Pittsford, NY 14534, USA	52-2288471
Global Crossing North American Networks, Inc.	Corporation	Delaware	1080 Pittsford Victor Road, Pittsford, NY 14534, USA	16-1194420
Global Crossing Telecommunications, Inc.	Corporation	Michigan	1080 Pittsford Victor Road, Pittsford, NY 14534, USA	36-3098226
Global Crossing Telemanagement VA, LLC	Limited Liability Company	Virginia	1080 Pittsford Victor Road, Pittsford, NY 14534, USA	16-1543620
Global Crossing Telemanagement, Inc.	Corporation	Wisconsin	1080 Pittsford Victor Road, Pittsford, NY 14534, USA	39-1423549
Global Crossing USA Inc.	Corporation	Delaware	1080 Pittsford Victor Road, Pittsford, NY 14534, USA	52-2160333
Global Crossing Ventures, Inc.	Corporation	Delaware	1080 Pittsford Victor Road, Pittsford, NY 14534, USA	91-1963335
GT Landing Corp.	Corporation	Delaware	1080 Pittsford Victor Road, Pittsford, NY 14534, USA	95-4651428

GT Landing II Corp.	Corporation	Delaware	1080 Pittsford Victor Road, Pittsford, NY 14534, USA	
MAC Landing Corp.	Corporation	Delaware	1080 Pittsford Victor Road, Pittsford, NY 14534, USA	22-3625095
Old Inter Exchange Network, Inc.	Corporation	Delaware	1080 Pittsford Victor Road, Pittsford, NY 14534, USA	
PAC Landing Corp.	Corporation	Delaware	1080 Pittsford Victor Road, Pittsford, NY 14534, USA	51-0388205
US Crossing, Inc.	Corporation	Delaware	1080 Pittsford Victor Road, Pittsford, NY 14534, USA	51-0389076

(B) Other Names (including any Trade-Name or Fictitious Business Name) under which each Grantor has conducted business for the past five (5) years:

<u>Full Legal Name</u>	<u>Trade Name or Fictitious Business Name</u>
Global Crossing Limited	n/a
Global Crossing Holdings Limited	n/a
ALC Communications Corporation	Global Crossing GlobalCenter Holdings, Inc.
Budget Call Long Distance, Inc.	n/a
Business Telemanagement, Inc.	n/a
Equal Access Networks, LLC	n/a
GC Mart LLC	n/a

Global Crossing Advanced Card Services, Inc.	Link USA Corporation
Global Crossing Bandwidth, Inc.	n/a
Global Crossing Billing, Inc.	n/a
Global Crossing Development Co.	n/a
Global Crossing Employee Services Inc.	n/a
Global Crossing Government Markets USA, Inc.	n/a
Global Crossing Holdings USA, LLC	GC Dev Co., Inc.; GC Pacific Landing Corp.
Global Crossing Internet Dial-Up, Inc.	n/a
Global Crossing Latin America & Caribbean Co.	n/a
Global Crossing Local Services, Inc.	n/a
Global Crossing North America, Inc.	n/a
Global Crossing North American Holdings, Inc.	n/a
Global Crossing North American Networks, Inc.	n/a
Global Crossing Telecommunications, Inc.	n/a
Global Crossing Telemangement VA, LLC	Frontier Telemangement LLC
Global Crossing Telemangement, Inc.	n/a

Global Crossing USA Inc.	n/a
Global Crossing Ventures, Inc.	Metacloring Investco II, Inc.
GT Landing Corp.	n/a
GT Landing II Corp.	n/a
MAC Landing Corp.	n/a
Old Inter Exchange Network, Inc.	IXNET, Inc.
PAC Landing Corp.	n/a
US Crossing, Inc.	n/a

(C) Changes in Name, Jurisdiction of Organization, Chief Executive Office or Principal Place of Business and Corporate Structure since December 9, 2003:

<u>Name of Grantor</u>	<u>Date of Change</u>	<u>Description of Change</u>
Global Crossing Limited	n/a	n/a
Global Crossing Holdings Limited	n/a	n/a
Budget Call Long Distance, Inc.	n/a	n/a
Business Telemanagement, Inc.	n/a	n/a
Equal Access Networks, LLC	January 28, 2003	Change of Location of Registered Office and Agent
GC Mart LLC	January 28, 2003	Change of Location of Registered Office and Agent
Global Crossing Advanced Card Services, Inc.	n/a	n/a

Global Crossing Bandwidth, Inc.	n/a	n/a
Global Crossing Billing, Inc.	n/a	n/a
Global Crossing Development Co.	February 18, 2003	Change of Location of Registered Office and Agent
Global Crossing Employee Services Inc.	January 28, 2003	Change of Location of Registered Office and Agent
Global Crossing Government Markets USA, Inc.	n/a	n/a
Global Crossing Internet Dial-Up, Inc.	n/a	n/a
Global Crossing Latin America & Caribbean Co.	n/a	n/a
Global Crossing Local Services, Inc.	n/a	n/a
Global Crossing North America, Inc.	n/a	n/a
Global Crossing North American Holdings, Inc.	n/a	n/a
Global Crossing North American Networks, Inc.	n/a	n/a
Global Crossing Telecommunications, Inc.	n/a	n/a
Global Crossing Telemanagement, Inc.	n/a	n/a
Global Crossing USA Inc.	January 30, 2003	Change of Location of Registered Office and Agent
Global Crossing Ventures, Inc.	December 29, 2006	Merger with Metacloring

		Investco II, inc.
GT Landing Corp.	January 30, 2003	Change of Location of Registered Office and Agent
GT Landing II Corp.	January 28, 2003	Change of Location of Registered Office and Agent
MAC Landing Corp.	January 28, 2003	Change of Location of Registered Office and Agent
Old Inter Exchange Network, Inc.	January 26, 2006	Change of Name from IXNET, Inc.
PAC Landing Corp.	January 28, 2003	Change of Location of Registered Office and Agent
US Crossing, Inc.	January 30, 2003	Change of Location of Registered Office and Agent

(D) Agreements pursuant to which any Grantor is found as debtor within past five (5) years:

None.

(E) Financing Statements:

<u>Name of Grantor</u>	<u>Filing Jurisdiction</u>
Global Crossing Limited	DC
Global Crossing Holdings Limited	DC
ALC Communications Corporation	Delaware
Budget Call Long Distance, Inc.	Delaware
Business Telemanagement, Inc.	California
Equal Access Networks, LLC	Delaware
GC Mart LLC	Michigan

Global Crossing Advanced Card Services, Inc.	Iowa
Global Crossing Bandwidth, Inc.	California
Global Crossing Billing, Inc.	Michigan
Global Crossing Development Co.	Delaware
Global Crossing Employee Services Inc.	Delaware
Global Crossing Government Markets USA, Inc.	Virginia
Global Crossing Holdings USA, LLC	Delaware
Global Crossing Internet Dial-Up, Inc.	Delaware
Global Crossing Latin America & Caribbean Co.	Delaware
Global Crossing Local Services, Inc.	Michigan
Global Crossing North America, Inc.	New York
Global Crossing North American Holdings, Inc.	Delaware
Global Crossing North American Networks, Inc.	Delaware
Global Crossing Telecommunications, Inc.	Michigan
Global Crossing Telemanagement VA, LLC	Virginia
Global Crossing Telemanagement, Inc.	Wisconsin
Global Crossing USA Inc.	Delaware
Global Crossing Ventures, Inc.	Delaware
GT Landing Corp.	Delaware
GT Landing II Corp.	Delaware
MAC Landing Corp.	Delaware
Old Inter Exchange Network, Inc.	Delaware
PAC Landing Corp.	Delaware
US Crossing, Inc.	Delaware

Equipment and Inventory Locations

See attached chart and below.

Wessex House, 45 Reid Street, Hamilton HM 12, Bermuda

CoCd	Location	Street Address	City	Crcy	Current APC	Accumul. dep.	Curr.bk.val.
2161	USNY074776	"75 BROAD ST., B1 FLOOR"	NEW YORK	USD	1,174.74	(259.20)	915.54
2161	USNY074778	76 9TH AVENUE	NEW YORK	USD	746,973.05	(307,465.36)	439,507.69
2161	USNY074779	80 PINE STREET	NEW YORK	USD	24,793.04	(10,256.85)	14,536.19
2161	USNY074785	"CTI-IT NETWORK ENG, NEW YORK"	NEW YORK	USD	2,795,272.73	(1,158,327.51)	1,636,945.22
2161	USNY074785	"CTI-IT NETWORK ENG, NEW YORK"	NEW YORK	USD	-	-	-
2161	USNY075401	800 WASHINGTON STREET	POUGHKEEPSIE	USD	2,474.89	(967.25)	1,507.64
2161	USNY075403	"POUGHKEEPSIE, NY"	POUGHKEEPSIE	USD	8,944.23	(2,691.06)	6,253.17
2161	USNY075403	"POUGHKEEPSIE, NY"	POUGHKEEPSIE	USD	20,641.82	(11,347.08)	9,294.74
2161	USNY075601	362 BIG BOOM RD.	QUEENSBURY	USD	6,141.09	(2,258.30)	3,882.79
2161	USNY075707	175 SULLY'S TRAIL	ROCHESTER	USD	111,387.96	-	111,387.96
2161	USNY075707	175 SULLY'S TRAIL	ROCHESTER	USD	580.91	(480.65)	100.26
2161	USNY075708	180 SOUTH CLINTON	ROCHESTER	USD	-	-	-
2161	USNY075708	180 SOUTH CLINTON	ROCHESTER	USD	-	-	-
2161	USNY075708	180 SOUTH CLINTON	ROCHESTER	USD	-	-	-
2161	USNY075711	2060 BRIGHTON-HENRIETTA TL RD	ROCHESTER	USD	-	-	-
2161	USNY075719	435 WEST COMMERCIAL STREET	ROCHESTER	USD	2,326.12	(1,144.44)	1,181.68
2161	USNY075719	435 WEST COMMERCIAL STREET	ROCHESTER	USD	2,174.27	(1,798.98)	375.29
2161	USNY075719	435 WEST COMMERCIAL STREET	ROCHESTER	USD	284,362.43	(62,782.92)	221,579.51
2161	USNY075719	435 WEST COMMERCIAL STREET	ROCHESTER	USD	-	-	-
2161	USNY075719	435 WEST COMMERCIAL STREET	ROCHESTER	USD	-	-	-
2161	USNY075723	95 N FITZHUGH STREET	ROCHESTER	USD	103,738.36	(31,211.95)	72,526.41
2161	USNY075723	95 N FITZHUGH STREET	ROCHESTER	USD	2,010.15	(2,010.15)	-
2161	USNY075723	95 N FITZHUGH STREET	ROCHESTER	USD	71,107.56	(40,865.64)	30,241.92
2161	USNY075723	95 N FITZHUGH STREET	ROCHESTER	USD	31,347.41	(31,347.41)	-
2161	USNY075723	95 N FITZHUGH STREET	ROCHESTER	USD	-	-	-
2161	USNY075723	95 N FITZHUGH STREET	ROCHESTER	USD	-	-	-
2161	USNY075723	95 N FITZHUGH STREET	ROCHESTER	USD	2,389,924.46	(709,680.54)	1,680,243.92
2161	USNY075723	95 N FITZHUGH STREET	ROCHESTER	USD	2,877,815.48	(1,311,636.93)	1,566,178.55
2161	USNY075723	95 N FITZHUGH STREET	ROCHESTER	USD	-	-	-
2161	USNY075727	ROCHESTER JCT-EXIT 46 RTE 90 E	ROCHESTER	USD	61,232.04	(30,394.60)	30,837.44
2161	USNY075801	701 ROUTE 276	ROUSES POINT	USD	4,946.06	(1,818.82)	3,127.24
2161	USNY075901	"SAUGERTIES, NY"	SAUGERTIES	USD	14,141.12	(6,949.13)	7,191.99
2161	USNY076001	US RTE 9/NYS ROUTE 94	SCHROON	USD	7,022.61	(2,582.43)	4,440.18
2161	USNY076101	33 PRECISION DRIVE	SHIRLEY	USD	60,643.87	(20,055.63)	40,588.24
2161	USNY076201	"SPRING VALLEY, NY"	SPRING VALLEY	USD	3,579.54	(1,974.47)	1,605.07
2161	USNY076502	"109 S WARREN ST, STATE TOWER10	SYRACUSE	USD	23,046.59	(9,379.70)	13,666.89
2161	USNY076504	"SYRACUSE, NY"	SYRACUSE	USD	8,944.23	(2,691.06)	6,253.17
2161	USNY076504	"SYRACUSE, NY"	SYRACUSE	USD	18,074.72	(9,809.65)	8,265.07
2161	USNY076505	109 S. WARREN STREET	SYRACUSE	USD	62,439.94	(32,489.03)	29,950.91
2161	USNY076801	UTICA-RTE 90 EXIT 31	UTICA	USD	8,944.23	(2,691.06)	6,253.17
2161	USNY076801	UTICA-RTE 90 EXIT 31	UTICA	USD	33,910.63	(16,534.44)	17,376.19
2161	USNY076901	75 ORANGE AVE	WALDEN	USD	658.37	(242.10)	416.27
2161	USNY077001	"WALDEN TOWER, NY"	WALDEN TOWER	USD	25,541.77	(14,088.80)	11,452.97
2161	USNY077301	WATERLOO-RTE 90 EXIT 41	WATERLOO	USD	28,542.23	(13,843.35)	14,698.88
2161	USNY077602	"WHITE PLAINS, NY"	WHITE PLAINS	USD	11,065.03	(3,329.15)	7,735.88
2161	USNY077602	"WHITE PLAINS, NY"	WHITE PLAINS	USD	101,007.08	(52,667.39)	48,339.69
2161	USNY077603	55 CHURCH ST.	WHITE PLAINS	USD	1,971.42	(724.94)	1,246.48
2161	USNY077801	"WOODBURY, NY"	WOODBURY	USD	8,981.12	(2,702.17)	6,278.95
2161	USNY077801	"WOODBURY, NY"	WOODBURY	USD	42,862.23	(23,259.69)	19,602.54
2161	USOH077902	"AKRON, OH"	AKRON	USD	10,954.38	(3,021.21)	7,933.17
2161	USOH077902	"AKRON, OH"	AKRON	USD	13,156.31	(6,960.39)	6,195.92
2161	USOH079102	"CINCINNATI, OH"	CINCINNATI	USD	227,704.86	(68,419.46)	159,285.40
2161	USOH079102	"CINCINNATI, OH"	CINCINNATI	USD	82,858.58	(44,820.27)	38,038.31
2161	USOH079207	1468 WEST 9TH STREET	CLEVELAND	USD	-	-	-
2161	USOH079207	1468 WEST 9TH STREET	CLEVELAND	USD	-	-	-
2161	USOH079207	1468 WEST 9TH STREET	CLEVELAND	USD	-	-	-
2161	USOH079207	1468 WEST 9TH STREET	CLEVELAND	USD	-	-	-
2161	USOH079207	1468 WEST 9TH STREET	CLEVELAND	USD	-	-	-
2161	USOH079207	1468 WEST 9TH STREET	CLEVELAND	USD	-	-	-
2161	USOH079208	1621 EUCLID AVE	CLEVELAND	USD	1,172.80	(145.55)	1,027.25
2161	USOH079208	1621 EUCLID AVE	CLEVELAND	USD	413,338.64	(113,839.56)	299,499.08
2161	USOH079208	1621 EUCLID AVE	CLEVELAND	USD	999,182.71	(341,625.97)	657,556.74
2161	USOH079208	1621 EUCLID AVE	CLEVELAND	USD	-	-	-
2161	USOH079406	376 W. BROAD STREET	COLUMBUS	USD	278.47	(102.40)	176.07
2161	USOH079412	"COLUMBUS, OH"	COLUMBUS	USD	243,329.38	(73,114.61)	170,214.77
2161	USOH079412	"COLUMBUS, OH"	COLUMBUS	USD	81,364.82	(44,040.07)	37,324.75
2161	USOH079703	130 WEST SECOND ST	DAYTON	USD	31.35	(12.98)	18.37
2161	USOH079705	"DAYTON, OH"	DAYTON	USD	64,000.09	(35,184.63)	28,815.46
2161	USOH080101	HURON-TAYLOR AVE & BOGART RD	HURON	USD	31,559.31	(15,288.43)	16,270.88
2161	USOH081301	MONROE CTR-RTE 7 & RICHARDSON	MONROE CENTER	USD	29,184.00	(14,135.74)	15,048.26
2161	USOH081401	MONTVILLE-HWY 534 & IRELAND R	MONTVILLE	USD	29,115.78	(14,091.94)	15,023.84
2161	USOH081601	"MT. GILEAD, OH"	MT. GILEAD	USD	11,041.08	(6,090.21)	4,950.87
2161	USOH081701	"NEW LONDON, OH"	NEW LONDON	USD	11,042.92	(6,091.24)	4,951.68
2161	USOH082101	13375 B. NATIONAL ROAD	REYNOLDSBURG	USD	-	-	-
2161	USOH082101	13375 B. NATIONAL ROAD	REYNOLDSBURG	USD	-	-	-
2161	USOH082601	"SPRINGFIELD, OH"	SPRINGFIELD	USD	12,422.33	(6,852.12)	5,570.21
2161	USOH082807	500 HOBART STREET	TOLEDO	USD	9,976.97	(3,001.79)	6,975.18
2161	USOH082807	500 HOBART STREET	TOLEDO	USD	64,605.00	(33,738.22)	30,866.78
2161	USOH083503	YOUNGSTOWN, OH	YOUNGSTOWN	USD	10,954.38	(3,021.21)	7,933.17
2161	USOH083503	YOUNGSTOWN, OH	YOUNGSTOWN	USD	19,018.95	(10,424.41)	8,594.54
2161	USOK083701	BAXTERS-SPRINGS-OTTAWA OFF 5TH	BAXTER SPRINGS	USD	38,923.08	(18,593.68)	20,329.40
2161	USOK083801	CHELSEA-N 4275 & E 0310	CHELSEA	USD	93,560.37	(43,086.08)	50,474.29
2161	USOK083901	GODFREY-HWY 7	GODFREY	USD	36,997.78	(17,774.27)	19,223.51
2161	USOK084003	620 SOUTH SANTA FE	OKLAHOMA CITY	USD	511,026.78	(153,559.22)	357,467.56
2161	USOK084003	620 SOUTH SANTA FE	OKLAHOMA CITY	USD	116,322.97	(56,460.82)	59,862.15
2161	USOK084101	OVERBROOK-OFF OVERBROOK RD.	OVERBROOK	USD	317,269.44	(143,074.42)	174,195.02
2161	USOK084201	PAULS VALLEY-OFF PECAN STREET	PAULS VALLEY	USD	85,241.32	(40,836.67)	44,404.65
2161	USOK084301	STROUD-2.7 MI FROM HWY 66	STROUD	USD	42,203.87	(20,562.93)	21,640.94
2161	USOK084401	419 EAST 1ST STREET	TULSA	USD	235,861.49	(70,876.86)	164,984.63
2161	USOK084401	419 EAST 1ST STREET	TULSA	USD	332,721.48	(158,987.52)	173,733.96
2161	USOK084501	FW X2, OK	TULSA	USD	4,038.74	(2,227.76)	1,810.98
2161	USOR084601	ALBANY, OR	ALBANY	USD	218,227.90	(76,086.54)	142,141.36
2161	USOR084801	EUGENE, OR	EUGENE	USD	243,011.48	(73,024.78)	169,986.70
2161	USOR084801	EUGENE, OR	EUGENE	USD	61,025.46	(28,711.11)	28,307.02

TRADEMARK

REEL: 003737 FRAME: 0100

CoCd	Location	Street Address	City	Crcy	Current APC	Accumul.dep.	Curr.bk.val.
2169	CN00002602	181 QUEENS ROAD CENTRAL,4TH FL	HONG KONG	USD	4,296.92	(1,580.11)	2,716.81
2169	DE00002701	KLEYERSTRASSE 90	FRANKFURT	USD	29,547.33	(10,865.50)	18,681.83
2169	DE00002702	FRANKFURT - NETWORK SERVICES	FRANKFURT	USD	234.21	(97.00)	137.21
2169	DE00002801	WENDENSTRASSE 375 20537	HAMBURG	USD	307.97	(113.24)	194.73
2169	DK00002901	SYDVESTVEJ 100, 2600 GLOSTRUP	COPENHAGEN	USD	10,222.23	(3,758.94)	6,463.29
2169	FR00003001	"227 AVENUE DES NATIONS, PARIS	PARIS	USD	86.68	(71.99)	14.69
2169	FR00003001	"227 AVENUE DES NATIONS, PARIS	PARIS	USD	12,302.47	(4,524.03)	7,778.44
2169	GB00003102	"68 STAINES ROAD W, 3RD FLOOR	LONDON	USD	302.44	(167.13)	135.31
2169	GB00003102	"68 STAINES ROAD W, 3RD FLOOR	LONDON	USD	11,415.42	(6,296.73)	5,118.69
2169	GB00003103	"69-77 PAULE, EC-2 TELEPHONE H	LONDON	USD	1,167.37	(548.14)	619.23
2169	GB00003104	11 BEAR ST STE. 12A LEICESTER	LONDON	USD	134.63	(134.63)	-
2169	GB00003105	"240 E. INDIA DOCK RD, DOCKLAN	LONDON	USD	6,185.36	(2,274.54)	3,910.82
2169	GB00003106	393-394 EDINBURG AVE.(SLOUGH)	LONDON	USD	24,835.45	(9,132.81)	15,702.64
2169	GB00003201	CTI-SITA UK POP	MIDDLESEX	USD	774.55	(428.02)	346.53
2169	GB00003201	CTI-SITA UK POP	MIDDLESEX	USD	142.00	(79.82)	62.18
2169	GCUK0345	GCUK0345	BASINGSTOKE	USD	58,806.06	(14,972.20)	43,833.86
2169	GCUK0345	GCUK0345	BASINGSTOKE	USD	168,399.14	(42,874.97)	125,524.17
2169	IT00003301	"VIA BERNINA, 12 I-20158"	MILAN	USD	7,933.62	(3,279.96)	4,653.66
2169	JP00003401	1 ON YIP STREET	HONG KONG	USD	16.60	(6.10)	10.50
2169	JP00003501	3RD FLR FUKIDE BLDG. 4-1-13	TOKYO	USD	138.31	(114.87)	23.44
2169	JP00003501	3RD FLR FUKIDE BLDG. 4-1-13	TOKYO	USD	64,706.45	(25,426.14)	39,280.31
2169	JP00003502	2-2-2 OTEMACHI CHIYODA-KU	TOKYO	USD	936.84	(344.50)	592.34
2169	JP00003503	"1-5-3 HORIDOME-CHO, NIHONBASH	TOKYO	USD	693.41	(255.01)	438.40
2169	LS KQL	Killmore Quay (LS)		USD	2,030.85	(70.94)	1,959.91
2169	LS KQL	Killmore Quay (LS)		USD	641,342.43	(22,403.08)	618,939.35
2169	MX00003601	SANTA APOLONIA NO. 9	SANTA APOLONIA	USD	18.44	(6.79)	11.65
2169	NL00003701	JOHAN HUIZINGALAAN 759	AMSTERDAM	USD	4,794.85	(1,763.22)	3,031.63
2169	NL00003801	1096 AX AMSTERDAM	KONINGSGRACHT	USD	20,957.16	(7,706.64)	13,250.52
2169	POP AMM	Amsterdam 2 (Pop)	AMSTERDAM	USD	859,049.69	(30,007.77)	829,041.92
2169	POP AMM	Amsterdam 2 (Pop)	AMSTERDAM	USD	-	-	-
2169	POP AMS	Amsterdam G (Pop)	AMSTERDAM	USD	385,049.21	(13,450.33)	371,598.88
2169	POP AMS	Amsterdam G (Pop)	AMSTERDAM	USD	164,092.72	(5,732.00)	158,360.72
2169	POP CLH	Paris Clichy (Pop)	PARIS	USD	-	-	-
2169	POP CLH	Paris Clichy (Pop)	PARIS	USD	121,444.84	(4,242.26)	117,202.58
2169	POP CLH	Paris Clichy (Pop)	PARIS	USD	-	-	-
2169	POP DUB	Dublin (PoP)	DUBLIN	USD	15,028.29	(524.95)	14,503.34
2169	POP FRK	Frankfurt III (PoP)	FRANKFURT	USD	-	-	-
2169	POP FRK	Frankfurt III (PoP)	FRANKFURT	USD	239,640.30	(8,371.04)	231,269.26
2169	POP FRK	Frankfurt III (PoP)	FRANKFURT	USD	175,871.64	(6,143.47)	169,728.17
2169	POP HAW	Hamburg Wendenstrasse (PoP)	HAMBURG	USD	1,088,535.76	(38,024.08)	1,050,511.68
2169	POP HAW	Hamburg Wendenstrasse (PoP)	HAMBURG	USD	168,154.41	(5,873.89)	162,280.52
2169	POP HK	Hong Kong POP	HONG KONG	USD	33,568.64	(6,792.20)	26,776.44
2169	POP HK	Hong Kong POP	HONG KONG	USD	631,632.10	(127,802.85)	503,829.25
2169	POP STM	Stockholm (POP)	STOCKHOLM	USD	9,950.38	(458.83)	9,391.55
2169	POP STM	Stockholm (POP)	STOCKHOLM	USD	2,317.74	(107.97)	2,209.77
2169	POP STM	Stockholm (POP)	STOCKHOLM	USD	4,101.89	(191.12)	3,910.77
2169	RSCNWP	Paris (CNW)	PARIS	USD	138,910.14	(4,852.36)	134,057.78
2169	USAL004001	4521 CHILTON ROAD #352	BILLINGSLEY	USD	527.43	(249.38)	278.05
2169	USAL004102	"111 VILLAGE STREET, SUITE 206	BIRMINGHAM	USD	217.61	(80.02)	137.59
2169	USAL004103	90 MEADOWS DRIVE	BIRMINGHAM	USD	278.47	(230.40)	48.07
2169	USAL004103	90 MEADOWS DRIVE	BIRMINGHAM	USD	18.44	(12.21)	6.23
2169	USAL004301	8600 MEMORIAL PARKWAY-QWEST	HUNTSVILLE	USD	1,100.98	(926.22)	174.76
2169	USAL004601	211 N. CONCEPTION ST.	MOBILE	USD	38.73	(32.05)	6.68
2169	USAL004602	10000-MOBILE-FRONTIER	MOBILE	USD	8,298.77	(3,405.07)	4,893.70
2169	USAL004603	"500 STREET, FRANCIS STREET"	MOBILE	USD	164,695.59	(45,215.43)	119,480.16
2169	USAL004603	"500 STREET, FRANCIS STREET"	MOBILE	USD	7,007.85	(4,857.33)	2,150.52
2169	USAL004603	"500 STREET, FRANCIS STREET"	MOBILE	USD	3.69	(3.05)	0.64
2169	USAL004603	"500 STREET, FRANCIS STREET"	MOBILE	USD	3,691.54	(807.45)	2,884.09
2169	USAL004603	"500 STREET, FRANCIS STREET"	MOBILE	USD	12.91	(4.75)	8.16
2169	USAL004603	"500 STREET, FRANCIS STREET"	MOBILE	USD	211,326.97	(48,801.55)	162,525.42
2169	USAL004701	525 NORTH COURT	MONTGOMERY	USD	355.93	(294.49)	61.44
2169	USAR005201	CTI-OPERATIONS NORTEL	BENTONVILLE	USD	435.21	(306.55)	128.66
2169	USAR005201	CTI-OPERATIONS NORTEL	BENTONVILLE	USD	31.35	(31.35)	-
2169	USAR005201	CTI-OPERATIONS NORTEL	BENTONVILLE	USD	-	-	-
2169	USAZ005801	6135 WEST OLIVE	GLENDALE	USD	3,616.41	(1,384.40)	2,232.01
2169	USAZ005901	1845 S. DOBSON SUITE 13	MESA	USD	44.26	(36.62)	7.64
2169	USAZ005902	625 W. MCKELLIPS # 212	MESA	USD	20,825.82	(9,893.64)	11,032.18
2169	USAZ006001	"2824 HIGHWAY 260, SUITE 1"	OVERGUARD	USD	-	-	-
2169	USAZ006101	11024 N. 28 SUITE 140	PHOENIX	USD	57.17	(37.84)	19.33
2169	USAZ006102	11225 N 28TH DR 2ND FL STEA208	PHOENIX	USD	5.53	(5.53)	-
2169	USAZ006103	11811 N TATUM BLVD STE 2900	PHOENIX	USD	82.98	(57.41)	25.57
2169	USAZ006104	1209 EAST WASHINGTON STREET	PHOENIX	USD	-	-	-
2169	USAZ006104	1209 EAST WASHINGTON STREET	PHOENIX	USD	-	-	-
2169	USAZ006107	1224 EAST WASHINGTON STREET	PHOENIX	USD	-	-	-
2169	USAZ006107	1224 EAST WASHINGTON STREET	PHOENIX	USD	-	-	-
2169	USAZ006107	1224 EAST WASHINGTON STREET	PHOENIX	USD	-	-	-
2169	USAZ006107	1224 EAST WASHINGTON STREET	PHOENIX	USD	-	-	-
2169	USAZ006107	1224 EAST WASHINGTON STREET	PHOENIX	USD	-	-	-
2169	USAZ006108	14601 SOUTH 50TH STREET	PHOENIX	USD	157,134.47	(19,627.47)	137,507.00
2169	USAZ006108	14601 SOUTH 50TH STREET	PHOENIX	USD	66,603.31	(32,790.58)	33,812.73
2169	USAZ006108	14601 SOUTH 50TH STREET	PHOENIX	USD	5,632.94	(3,678.67)	1,954.27
2169	USAZ006108	14601 SOUTH 50TH STREET	PHOENIX	USD	75,778.16	(24,284.27)	51,493.89
2169	USAZ006108	14601 SOUTH 50TH STREET	PHOENIX	USD	6,225.07	(57.62)	6,167.45
2169	USAZ006108	14601 SOUTH 50TH STREET	PHOENIX	USD	-	-	-
2169	USAZ006108	14601 SOUTH 50TH STREET	PHOENIX	USD	-	-	-
2169	USAZ006108	14601 SOUTH 50TH STREET	PHOENIX	USD	-	-	-
2169	USAZ006108	14601 SOUTH 50TH STREET	PHOENIX	USD	63,889.35	-	63,889.35
2169	USAZ006108	14601 SOUTH 50TH STREET	PHOENIX	USD	-	-	-
2169	USAZ006108	14601 SOUTH 50TH STREET	PHOENIX	USD	-	-	-
2169	USAZ006109	14605 SOUTH 50TH STREET	PHOENIX	USD	46,152.24	(10,979.97)	35,172.27
2169	USAZ006109	14605 SOUTH 50TH STREET	PHOENIX	USD	31,626.94	(6,835.71)	24,791.23
2169	USAZ006109	14605 SOUTH 50TH STREET	PHOENIX	USD	25,450.16	(4,508.68)	20,941.48
2169	USAZ006109	14605 SOUTH 50TH STREET	PHOENIX	USD	-	-	-
2169	USAZ006109	14605 SOUTH 50TH STREET	PHOENIX	USD	171,037.74	(89,038.72)	81,999.02
2169	USAZ006109	14605 SOUTH 50TH STREET	PHOENIX	USD	68,821.14	(17,617.13)	51,204.01
2169	USAZ006109	14605 SOUTH 50TH STREET	PHOENIX	USD	2,691,376.26	(492,650.49)	2,198,725.77

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CoCd	Location	Street Address	City	Crvc	Current APC	Accumul. dep.	Curr.bk.val.
2169	USAZ006109	14605 SOUTH 50TH STREET	PHOENIX	USD	97,245.79	(56,372.82)	40,872.97
2169	USAZ006109	14605 SOUTH 50TH STREET	PHOENIX	USD	544,511.84	(272,070.30)	272,441.54
2169	USAZ006109	14605 SOUTH 50TH STREET	PHOENIX	USD	85,277.69	(15,260.49)	70,017.20
2169	USAZ006109	14605 SOUTH 50TH STREET	PHOENIX	USD	398,736.37	(244,779.96)	153,956.41
2169	USAZ006109	14605 SOUTH 50TH STREET	PHOENIX	USD	3,565,413.06	(639,126.09)	2,926,286.97
2169	USAZ006109	14605 SOUTH 50TH STREET	PHOENIX	USD	75,366.80	(4,253.58)	71,113.22
2169	USAZ006109	14605 SOUTH 50TH STREET	PHOENIX	USD	-	-	-
2169	USAZ006109	14605 SOUTH 50TH STREET	PHOENIX	USD	383,080.68	-	383,080.68
2169	USAZ006109	14605 SOUTH 50TH STREET	PHOENIX	USD	-	-	-
2169	USAZ006109	14605 SOUTH 50TH STREET	PHOENIX	USD	-	-	-
2169	USAZ006109	14605 SOUTH 50TH STREET	PHOENIX	USD	-	-	-
2169	USAZ006109	14605 SOUTH 50TH STREET	PHOENIX	USD	587,603.23	-	587,603.23
2169	USAZ006110	"2228 W. NORTHERN AVE.,STE B21	PHOENIX	USD	182.57	(67.14)	115.43
2169	USAZ006111	2600 N CENTRAL AVE	PHOENIX	USD	-	-	-
2169	USAZ006111	2600 N CENTRAL AVE	PHOENIX	USD	-	-	-
2169	USAZ006111	2600 N CENTRAL AVE	PHOENIX	USD	-	-	-
2169	USAZ006111	2600 N CENTRAL AVE	PHOENIX	USD	5.52	(2.01)	3.51
2169	USAZ006111	2600 N CENTRAL AVE	PHOENIX	USD	-	-	-
2169	USAZ006112	2729 EAST CAMELBACK SUITE 270	PHOENIX	USD	57.17	(37.84)	19.33
2169	USAZ006113	3110 N. CENTRAL AVENUE	PHOENIX	USD	103.27	(37.97)	65.30
2169	USAZ006114	"3443 N. CENTRAL AVE. STE 1414	PHOENIX	USD	27.66	(27.66)	-
2169	USAZ006115	3627 E INDIAN SCHOOL RD STE209	PHOENIX	USD	5.53	(5.53)	-
2169	USAZ006116	3824 E INDIAN SCHOOL 1ST FLOOR	PHOENIX	USD	9.22	(9.22)	-
2169	USAZ006117	3838 N. CENTRAL	PHOENIX	USD	-	-	-
2169	USAZ006118	3900 E. CAMELBACK ROAD	PHOENIX	USD	285.85	(135.13)	150.72
2169	USAZ006119	429 SOUTH 6TH DRIVE	PHOENIX	USD	730.29	(268.54)	461.75
2169	USAZ006120	4315 W. VAN BUREN	PHOENIX	USD	4,572.21	(460.85)	4,111.36
2169	USAZ006120	4315 W. VAN BUREN	PHOENIX	USD	79.30	(52.49)	26.81
2169	USAZ006121	4545 N. 43RD AVENUE SUITE A2	PHOENIX	USD	105.12	(52.11)	53.01
2169	USAZ006122	4745 N. 7TH STREET	PHOENIX	USD	5.53	(5.53)	-
2169	USAZ006123	5225 N. 19TH AVE STE 200	PHOENIX	USD	16.60	(16.60)	-
2169	USAZ006124	801 S. 16TH STREET	PHOENIX	USD	963,457.85	(251,994.25)	711,463.60
2169	USAZ006124	801 S. 16TH STREET	PHOENIX	USD	75,227.17	(35,322.67)	39,904.50
2169	USAZ006124	801 S. 16TH STREET	PHOENIX	USD	149.38	(54.94)	94.44
2169	USAZ006124	801 S. 16TH STREET	PHOENIX	USD	30,211.22	(19,520.86)	10,690.36
2169	USAZ006124	801 S. 16TH STREET	PHOENIX	USD	2,137.40	(886.51)	1,250.89
2169	USAZ006124	801 S. 16TH STREET	PHOENIX	USD	207,265.70	(87,709.55)	119,556.15
2169	USAZ006124	801 S. 16TH STREET	PHOENIX	USD	193,645.29	(107,118.58)	86,526.71
2169	USAZ006124	801 S. 16TH STREET	PHOENIX	USD	47,051.08	(31,815.54)	15,235.54
2169	USAZ006124	801 S. 16TH STREET	PHOENIX	USD	2,130.04	(1,740.47)	389.57
2169	USAZ006124	801 S. 16TH STREET	PHOENIX	USD	23,494.83	(7,549.40)	15,945.43
2169	USAZ006124	801 S. 16TH STREET	PHOENIX	USD	3,892.50	(294.28)	3,598.22
2169	USAZ006124	801 S. 16TH STREET	PHOENIX	USD	3,381,374.65	(835,907.77)	2,545,466.88
2169	USAZ006124	801 S. 16TH STREET	PHOENIX	USD	2,075.02	(19.49)	2,055.53
2169	USAZ006124	801 S. 16TH STREET	PHOENIX	USD	-	-	-
2169	USAZ006124	801 S. 16TH STREET	PHOENIX	USD	-	-	-
2169	USAZ006124	801 S. 16TH STREET	PHOENIX	USD	270,419.78	-	270,419.78
2169	USAZ006124	801 S. 16TH STREET	PHOENIX	USD	-	-	-
2169	USAZ006124	801 S. 16TH STREET	PHOENIX	USD	-	-	-
2169	USAZ006124	801 S. 16TH STREET	PHOENIX	USD	237,595.29	-	237,595.29
2169	USAZ006125	8629 N. 22ND AVE	PHOENIX	USD	199.17	(109.86)	89.31
2169	USAZ006126	9021 N. 25TH AVE STE 260	PHOENIX	USD	5.53	(3.67)	1.86
2169	USAZ006127	PHO-MB LEVEL 3-FIBER/CONDUIT	PHOENIX	USD	828,037.37	(210,536.40)	617,500.97
2169	USAZ006128	120 VAN BUREN	Phoenix	USD	27,321.26	(2,281.51)	25,039.75
2169	USAZ006301	15230 N. 75TH ST.	SCOTTSDALE	USD	5.53	(5.53)	-
2169	USAZ006302	9414 E. SAN SALVADOR	SCOTTSDALE	USD	5.53	(5.53)	-
2169	USAZ006303	9832 N. HAYDEN RD. STE 211	SCOTTSDALE	USD	12.91	(12.91)	-
2169	USAZ006304	3014 NORTH HAYDEN	SCOTTSDALE	USD	11.07	(11.07)	-
2169	USAZ006305	"6900 E. CAMELBACK, SUITE 935"	SCOTTSDALE	USD	18.44	(18.44)	-
2169	USAZ006306	15111 N. HAYDEN RD.	SCOTTSDALE	USD	40.57	(33.56)	7.01
2169	USAZ006307	7432 E. STETSON DRIVE	SCOTTSDALE	USD	82.99	(54.94)	28.05
2169	USAZ006308	10190 EAST MCKELLIPS	SCOTTSDALE	USD	143.84	(72.66)	71.18
2169	USAZ006501	365 SHORT ST	SIERRA VISTA	USD	9,349.95	(4,420.65)	4,929.30
2169	USAZ006701	1400 S. MCCLINTOCK SUITE 9	TEMPE	USD	46.10	(38.14)	7.96
2169	USAZ006702	1111 E. APACHE BLV.	TEMPE	USD	12.91	(8.54)	4.37
2169	USAZ006703	"500 WEST BROADWAY, SUITE 102"	TEMPE	USD	79.30	(52.49)	26.81
2169	USAZ006704	420 E. SOUTHERN	TEMPE	USD	101.43	(37.30)	64.13
2169	USAZ006802	210 WEST ELM STREET	TUCSON	USD	75.61	(62.56)	13.05
2169	USAZ006802	210 WEST ELM STREET	TUCSON	USD	1,049.33	(385.87)	663.46
2169	USAZ006803	177 N CHURCH ST. #600	TUCSON	USD	1,202.39	(994.85)	207.54
2169	USAZ006803	177 N CHURCH ST. #600	TUCSON	USD	3,642.24	(3,013.57)	628.67
2169	USAZ006803	177 N CHURCH ST. #600	TUCSON	USD	9,580.46	(3,564.87)	6,015.59
2169	USAZ006901	WILCOX-OFF I-10 & PAGE RANCH	WILCOX	USD	142.00	(52.22)	89.78
2169	USCA007101	320 S. GARFIELD	ALHAMBRA	USD	12.91	(8.54)	4.37
2169	USCA007201	222 S HARBOR BLVD SUITE 1020	ANAHEIM	USD	-	-	-
2169	USCA007201	222 S HARBOR BLVD SUITE 1020	ANAHEIM	USD	-	-	-
2169	USCA007201	222 S HARBOR BLVD SUITE 1020	ANAHEIM	USD	-	-	-
2169	USCA007201	222 S HARBOR BLVD SUITE 1020	ANAHEIM	USD	-	-	-
2169	USCA007203	"704 N. VALLEY ST., STE. Y&Z"	ANAHEIM	USD	426.00	(100.71)	325.29
2169	USCA007204	1134 N. GILBERT STREET	ANAHEIM	USD	18.44	(10.17)	8.27
2169	USCA007205	2461 W. LAPALMA	ANAHEIM	USD	33,086.96	(9,301.83)	23,785.13
2169	USCA007205	2461 W. LAPALMA	ANAHEIM	USD	1,933,730.59	(500,560.01)	1,433,170.58
2169	USCA007205	2461 W. LAPALMA	ANAHEIM	USD	102,118.24	(44,426.30)	57,691.94
2169	USCA007205	2461 W. LAPALMA	ANAHEIM	USD	741.35	(272.63)	468.72
2169	USCA007205	2461 W. LAPALMA	ANAHEIM	USD	112,056.31	(72,915.23)	39,141.08
2169	USCA007205	2461 W. LAPALMA	ANAHEIM	USD	5,084.38	(2,006.41)	3,077.97
2169	USCA007205	2461 W. LAPALMA	ANAHEIM	USD	2,498,024.61	(1,175,650.49)	1,322,374.12
2169	USCA007205	2461 W. LAPALMA	ANAHEIM	USD	7,785.84	(4,736.49)	3,049.35
2169	USCA007205	2461 W. LAPALMA	ANAHEIM	USD	10,909.27	(2,298.26)	8,611.01
2169	USCA007205	2461 W. LAPALMA	ANAHEIM	USD	234,530.99	(64,408.90)	170,122.09
2169	USCA007205	2461 W. LAPALMA	ANAHEIM	USD	69,102.25	(44,845.35)	24,256.90
2169	USCA007205	2461 W. LAPALMA	ANAHEIM	USD	28,838.09	(9,984.62)	18,853.47
2169	USCA007205	2461 W. LAPALMA	ANAHEIM	USD	11,568,959.73	(3,383,779.85)	8,185,179.88
2169	USCA007205	2461 W. LAPALMA	ANAHEIM	USD	1,613.90	(75.19)	1,538.74

TRADEMARK

REEL: 003737 FRAME: 0104

CoCd	Location	Street Address	City	Crcy	Current APC	Accumul. dep.	Curr.bk.val.
2169	USCA007205	2461 W. LAPALMA	ANAHEIM	USD	-	-	-
2169	USCA007205	2461 W. LAPALMA	ANAHEIM	USD	-	-	-
2169	USCA007205	2461 W. LAPALMA	ANAHEIM	USD	-	-	-
2169	USCA007205	2461 W. LAPALMA	ANAHEIM	USD	-	-	-
2169	USCA007401	470 CLOVERLEAF DRIVE	BALDWIN PARK	USD	40.57	(33.56)	7.01
2169	USCA007402	414 CLOVERLEAF	BALDWIN PARK	USD	55.32	(45.77)	9.55
2169	USCA007501	531 GETTY COURT	BENECIA	USD	6,006.48	(3,567.92)	2,438.56
2169	USCA007601	735 ASHBY AVE.	BERKELEY	USD	77.46	(51.27)	26.19
2169	USCA007701	9454 WILSHIRE BLVD	BEVERLY HILLS	USD	99.59	(72.78)	26.81
2169	USCA007702	*325 S ROBERTSON BLVD,2ND FL,B	BEVERLY HILLS	USD	16.60	(16.60)	-
2169	USCA007703	8530 WILSHIRE BLVD. STE 305	BEVERLY HILLS	USD	90.36	(74.76)	15.60
2169	USCA007801	THREE POINTE DRIVE	BREA	USD	180.73	(85.46)	95.27
2169	USCA007901	3000 WEST ALAMEDA	BURBANK	USD	-	-	-
2169	USCA008001	197 AIRPORT BLVD 1ST FLOOR	BURLINGAME	USD	68.23	(68.23)	-
2169	USCA008101	*1601 N. CARMEN DR., STE. 202*	CAMARILLO	USD	123.56	(123.56)	-
2169	USCA008201	21430 STRATHERN-SUITE J	CANOGA PARK	USD	42.42	(35.10)	7.32
2169	USCA008301	*6405 EL CAMINO REAL, 1ST FLOOR	CARLSBAD	USD	230.52	(127.15)	103.37
2169	USCA008302	6353 EL CAMINO	CARLSBAD	USD	62.70	(34.59)	28.11
2169	USCA008401	1601 NORTH CARMEN DRIVE	CARMEN	USD	175.20	(175.20)	-
2169	USCA008501	1165 E 230TH STREET	CARSON	USD	53.48	(44.25)	9.23
2169	USCA008502	24418 SOUTH MAIN ST STE405/406	CARSON	USD	79.30	(52.49)	26.81
2169	USCA008503	*519 W. CARSON ST., STE. 203*	CARSON	USD	105.12	(57.98)	47.14
2169	USCA008504	966 E. SANDHILL AVENUE	CARSON	USD	562.47	(206.82)	355.65
2169	USCA008601	21345 LASSEN STREET	CHATSWORTH	USD	5.53	(5.53)	-
2169	USCA008602	*20440 CORISCO, 1ST FLOOR*	CHATSWORTH	USD	81.14	(53.71)	27.43
2169	USCA008701	*5171 EDISON AVE, SUITE B*	CHICO	USD	31.35	(31.35)	-
2169	USCA008702	2520 DOMINIC DRIVE SUITE E	CHICO	USD	60.85	(50.35)	10.50
2169	USCA008801	2748 TANAGER AVENUE	CITY OF COMMERCE	USD	210.24	(77.31)	132.93
2169	USCA008901	*18005 CORTNEY COURT, 1ST FLOOR	CITY OF INDUSTRY	USD	114.34	(68.86)	45.48
2169	USCA008902	748 EPPERSON DRIVE	CITY OF INDUSTRY	USD	11.07	(11.07)	-
2169	USCA008903	17700 CASTLETON	CITY OF INDUSTRY	USD	94.05	(44.47)	49.58
2169	USCA009001	1401 ENEA CIRCLE	CONCORD	USD	-	-	-
2169	USCA009002	*1070 CONCORD AVE, 1ST FL ST12	CONCORD	USD	44.26	(36.62)	7.64
2169	USCA009101	1530 WEST 6TH STREET	CORONA	USD	671.28	(246.86)	424.42
2169	USCA009201	3140 REDHILL STE 120	COSTA MESA	USD	11.07	(11.07)	-
2169	USCA009202	3505 CADILLAC AVENUE-SUITE D103	COSTA MESA	USD	40.57	(33.56)	7.01
2169	USCA009203	3303 HARBOR BLVD SUITE F-1	COSTA MESA	USD	90.36	(74.76)	15.60
2169	USCA009204	*1525 MESA VERDE DR, STE 216*	COSTA MESA	USD	154.91	(102.53)	52.38
2169	USCA009205	*1012 BRIOSO, SUITE 101*	COSTA MESA	USD	86.68	(57.38)	29.30
2169	USCA009206	*3520 CADILLAC AVE., STE. E*	COSTA MESA	USD	36.88	(20.35)	16.53
2169	USCA009301	531 MERCANTILE DRIVE	COTATI	USD	359.61	(132.25)	227.36
2169	USCA009401	600 CORPORATE POINT	CULVER CITY	USD	36,075.74	(10,812.85)	25,262.89
2169	USCA009401	600 CORPORATE POINT	CULVER CITY	USD	6,023.07	(2,205.61)	3,817.46
2169	USCA009601	1855 BUSINESS CENTER DR 1ST FL	DUARTE	USD	9.22	(9.22)	-
2169	USCA009801	1166-A FESLER STREET	EL CAJON	USD	217.61	(80.02)	137.59
2169	USCA009901	EL GRANDA	EL GRANDA	USD	-	-	-
2169	USCA009901	EL GRANDA	EL GRANDA	USD	-	-	-
2169	USCA009901	EL GRANDA	EL GRANDA	USD	-	-	-
2169	USCA009901	EL GRANDA	EL GRANDA	USD	-	-	-
2169	USCA010001	1970 E GRAND	EL SEGUNDO	USD	1,964.05	(1,964.05)	-
2169	USCA010001	1970 E GRAND	EL SEGUNDO	USD	4,877.97	(2,482.61)	2,395.36
2169	USCA010001	1970 E GRAND	EL SEGUNDO	USD	8,248.25	(1,269.64)	6,978.61
2169	USCA010002	300 N SEPULVEDA BLVD STE 2050	EL SEGUNDO	USD	44.26	(36.62)	7.64
2169	USCA010003	525 S DOUGLAS ST	EL SEGUNDO	USD	92.21	(65.31)	26.90
2169	USCA010004	2335 ALASKA AVE.	EL SEGUNDO	USD	47.95	(39.68)	8.27
2169	USCA010005	300 N CONTINENTAL ST410 4THFL	EL SEGUNDO	USD	11.07	(11.07)	-
2169	USCA010101	365 VIA LINDA DEL SUR	ENCINITAS	USD	55.33	(36.63)	18.70
2169	USCA010201	*16000 VENTURA BLV,#514,515,53	ENCINO	USD	3.68	(3.68)	-
2169	USCA010201	*16000 VENTURA BLV,#514,515,53	ENCINO	USD	4,877.83	(2,306.23)	2,571.60
2169	USCA010202	*15821 VENTURA BLVD, SUITE 160	ENCINO	USD	55.33	(36.63)	18.70
2169	USCA010203	*15760 VENTURA BLVD, 8TH FL SA	ENCINO	USD	16.60	(10.99)	5.61
2169	USCA010301	9160 MADISON AVE.	FAIR OAKS	USD	18.44	(12.21)	6.23
2169	USCA010401	*1049 UNION STREET, STE C*	FAIRFIELD	USD	147.53	(97.65)	49.88
2169	USCA010501	1291 E HILLSIDE BLVD SUITE 150	FOSTER CITY	USD	7.38	(7.38)	-
2169	USCA010601	10620 LAWSON RIVER AVENUE #1	FOUNTAIN VALLEY	USD	88.52	(73.24)	15.28
2169	USCA010602	*8700 WARNER AVE., 2ND FLOOR*	FOUNTAIN VALLEY	USD	86.67	(43.16)	43.51
2169	USCA010701	43555 GRIMMER BLVD.	FREMONT	USD	18.44	(12.21)	6.23
2169	USCA010801	4709 NORTH EL CAPITAN	FRESNO	USD	156.75	(74.10)	82.65
2169	USCA010901	*680 LANGSDORF DRIVE, STE 102*	FULLERTON	USD	202.86	(111.90)	90.96
2169	USCA011001	*300 PLAZA ALICANTE,9THFL ST90	GARDEN GROVE	USD	1.84	(1.84)	-
2169	USCA011101	*1201 W 190TH, 1ST FLOOR*	GARDENA	USD	197.32	(130.61)	66.71
2169	USCA011301	404 W CHEVY CHASE DRIVE	GLENDALE	USD	22.13	(22.13)	-
2169	USCA011302	124 SOUTH ORANGE STREET	GLENDALE	USD	1,316.74	(311.27)	1,005.47
2169	USCA011401	*11344 COLOMA ROAD, SUITE 680*	GOLD RIVER	USD	182.57	(67.14)	115.43
2169	USCA011601	GORMAN	GORMAN	USD	-	-	-
2169	USCA011701	948 HUBER STREET	GROVER BEACH	USD	824.33	(315.84)	508.49
2169	USCA011701	948 HUBER STREET	GROVER BEACH	USD	-	-	-
2169	USCA011801	700 ALGUIRE PKWY	HAYWARD	USD	18.44	(12.21)	6.23
2169	USCA011802	3481 ARDEN ROAD	HAYWARD	USD	140.16	(77.31)	62.85
2169	USCA011901	*6253 HOLLYWOOD BLVD, STE 328*	HOLLYWOOD	USD	82.99	(54.94)	28.05
2169	USCA011902	1800 N. HIGHLAND	HOLLYWOOD	USD	158.60	(74.99)	83.61
2169	USCA012101	714 ADAMS AVE 1ST FL STE 109	HUNTINGTON BEACH	USD	18.44	(18.44)	-
2169	USCA012102	16892 BOLSA CHICA ST SUITE 204	HUNTINGTON BEACH	USD	46.10	(38.14)	7.96
2169	USCA012103	7662 EDINGER AVENUE	HUNTINGTON BEACH	USD	97.74	(80.87)	16.87
2169	USCA012104	*101 MAIN STREET, STE. 3C*	HUNTINGTON BEACH	USD	160.44	(88.49)	71.95
2169	USCA012105	5305 PRODUCTION DRIVE	HUNTINGTON BEACH	USD	71.92	(29.75)	42.17
2169	USCA012201	2911 SLAUSON AVE	HUNTINGTON PARK	USD	591.97	(333.44)	258.53
2169	USCA012301	*18537 E GALE #B, 1ST FLOOR*	INDUSTRIAL	USD	35.04	(23.20)	11.84
2169	USCA012302	1215 BIXBY AVE 1ST FL	INDUSTRIAL	USD	188.11	(103.76)	84.35
2169	USCA012501	*10054 MESA RIDGE CT, RM 118*	IRVINE	USD	14.75	(14.75)	-
2169	USCA012502	*15 HAMMOND, SUITE 310*	IRVINE	USD	3.68	(3.68)	-
2169	USCA012503	16600 ASTON 1ST FLOOR	IRVINE	USD	12.91	(12.91)	-
2169	USCA012504	17100 GILLETTE AVE	IRVINE	USD	1.84	(1.84)	-
2169	USCA012505	17922 SKYPARK CIR 1ST FL STE F	IRVINE	USD	95.89	(95.89)	14.01

TRADEMARK

REEL: 003737 FRAME: 0105

CoCd	Location	Street Address	City	Crcy	Current APC	Accumul. dep.	Curr.bk.val.
2169	USCA012506	18552 MACARTHUR BLVD	IRVINE	USD	46.10	(38.14)	7.96
2169	USCA012507	18881 VON KARMAN	IRVINE	USD	12.91	-	-
2169	USCA012508	"1920 MAIN STREET, STE. 120"	IRVINE	USD	29.51	(16.28)	13.23
2169	USCA012509	1929 MAIN STREET SUITE 105	IRVINE	USD	158.60	(104.98)	53.62
2169	USCA012510	19800 MACARTHUR BLVD	IRVINE	USD	20.29	(16.78)	3.51
2169	USCA012511	2102 BUSINESS CENTER DR STE220	IRVINE	USD	11.06	(11.06)	-
2169	USCA012512	220 TECHNOLOGY DR 2ND FL ST200	IRVINE	USD	772.70	(473.22)	299.48
2169	USCA012513	2300 MICHAELSON ROAD	IRVINE	USD	3.69	-	-
2169	USCA012514	"2301 DUPONT DR, STE 400"	IRVINE	USD	12.91	(12.91)	-
2169	USCA012515	60 PARKER	IRVINE	USD	66.39	(43.95)	22.44
2169	USCA012516	72 CORPORATE PARK	IRVINE	USD	158.60	(74.99)	83.61
2169	USCA012517	"96 CORPORATE PARK, 3RD FL S30	IRVINE	USD	116.18	(64.08)	52.10
2169	USCA012601	KERN COUNTY	KERN	USD	-	-	-
2169	USCA012801	LA CONCHITA	LA CONCHITA	USD	-	-	-
2169	USCA012801	LA CONCHITA	LA CONCHITA	USD	-	-	-
2169	USCA012901	1901 EAST LAMBERT RD, STE 201	LA HALORA	USD	175.20	(175.20)	-
2169	USCA012901	1901 EAST LAMBERT RD, STE 201	LA HALORA	USD	186.26	(88.07)	98.19
2169	USCA013001	7474 EL CAJON BLVD	LA MESA	USD	510.84	(281.77)	229.07
2169	USCA013201	11 COLUMBIA	LAGUNA HILLS	USD	7.38	(7.38)	-
2169	USCA013202	23015 DELAGO DRIVE D-2	LAGUNA HILLS	USD	263.71	(131.80)	131.91
2169	USCA013401	200 S SCHOOL STREET	LODI	USD	14.75	(9.77)	4.98
2169	USCA013501	2500 GRAND AVENUE	LONG BEACH	USD	44.26	(36.62)	7.64
2169	USCA013502	2220 EAST ARTESIA BLVD	LONG BEACH	USD	79.30	(65.61)	13.69
2169	USCA013503	5924 BIXBY VILLAGE, APT 136	LONG BEACH	USD	38.73	(25.64)	13.09
2169	USCA013601	4465 CORPORATE CENTER DR	LOS ALAMITOS	USD	11.07	(11.07)	-
2169	USCA013701	4984 EL CAMINO REAL, STE 101	LOS ALTOS	USD	237.90	(123.95)	113.95
2169	USCA013802	1200 W. 7TH STREET	LOS ANGELES	USD	16,509.02	(3,902.76)	12,606.26
2169	USCA013802	1200 W. 7TH STREET	LOS ANGELES	USD	5,409.03	(2,187.88)	3,221.15
2169	USCA013802	1200 W. 7TH STREET	LOS ANGELES	USD	16,380.91	(6,573.86)	9,807.05
2169	USCA013802	1200 W. 7TH STREET	LOS ANGELES	USD	2,418.47	(260.41)	2,158.06
2169	USCA013802	1200 W. 7TH STREET	LOS ANGELES	USD	17,381.31	(6,391.66)	10,989.65
2169	USCA013802	1200 W. 7TH STREET	LOS ANGELES	USD	-	-	-
2169	USCA013803	12424 WILSHIRE BLVD	LOS ANGELES	USD	16.60	(16.60)	-
2169	USCA013804	1645 VINE STREET	LOS ANGELES	USD	508.99	(120.34)	388.65
2169	USCA013805	"1801 AVE OF THE STARS 6F,S640	LOS ANGELES	USD	27.66	(27.66)	-
2169	USCA013806	1925 CENTURY PARK EAST	LOS ANGELES	USD	193.64	(93.54)	102.10
2169	USCA013807	2555 BRIAR CREST ROAD	LOS ANGELES	USD	-	-	-
2169	USCA013807	2555 BRIAR CREST ROAD	LOS ANGELES	USD	-	-	-
2169	USCA013808	2724 WEST 8TH STREET	LOS ANGELES	USD	379.89	(209.54)	170.35
2169	USCA013809	3151 E WASHINGTON BLVD	LOS ANGELES	USD	14.75	(12.21)	2.54
2169	USCA013811	333 SOUTH HOPE ST. 35TH FLOOR	LOS ANGELES	USD	29.50	(10.75)	18.75
2169	USCA013813	420 SOUTH GRAND STREET	LOS ANGELES	USD	9.22	(2.18)	7.04
2169	USCA013813	420 SOUTH GRAND STREET	LOS ANGELES	USD	57,814.78	(38,568.73)	19,246.05
2169	USCA013813	420 SOUTH GRAND STREET	LOS ANGELES	USD	165,942.25	(62,696.05)	103,246.20
2169	USCA013814	433 S. OLIVE STREET	LOS ANGELES	USD	781.93	(184.38)	597.55
2169	USCA013814	433 S. OLIVE STREET	LOS ANGELES	USD	1,202.40	(284.26)	918.14
2169	USCA013814	433 S. OLIVE STREET	LOS ANGELES	USD	10,766.27	(3,959.10)	6,807.17
2169	USCA013815	434 SOUTH GRAND STREET	LOS ANGELES	USD	2,120.80	(501.36)	1,619.44
2169	USCA013815	434 SOUTH GRAND STREET	LOS ANGELES	USD	-	-	-
2169	USCA013816	444 S FLOWER MAIN FLOOR	LOS ANGELES	USD	1,488.24	(708.49)	779.75
2169	USCA013818	530 WEST 6TH STREET	LOS ANGELES	USD	26,784.75	(6,331.88)	20,452.87
2169	USCA013818	530 WEST 6TH STREET	LOS ANGELES	USD	13,917.96	(5,019.08)	8,898.88
2169	USCA013819	"550 SOUTH HOPE ST., SUITE 210	LOS ANGELES	USD	1,067.78	(353.40)	714.38
2169	USCA013820	5777 W CENTURY BLV 12THF S1200	LOS ANGELES	USD	27.66	(27.66)	-
2169	USCA013821	600 W. 7TH STREET	LOS ANGELES	USD	36.88	(8.71)	28.17
2169	USCA013821	600 W. 7TH STREET	LOS ANGELES	USD	182,759.96	(7,956.96)	174,803.00
2169	USCA013821	600 W. 7TH STREET	LOS ANGELES	USD	-	-	-
2169	USCA013822	611 W 6TH STREET	LOS ANGELES	USD	-	-	-
2169	USCA013822	611 W 6TH STREET	LOS ANGELES	USD	-	-	-
2169	USCA013822	611 W 6TH STREET	LOS ANGELES	USD	5,082.54	(1,873.67)	3,208.87
2169	USCA013823	624 S GRAND AVE	LOS ANGELES	USD	2,105,672.24	(452,471.22)	1,653,201.02
2169	USCA013823	624 S GRAND AVE	LOS ANGELES	USD	8,645.32	(1,399.84)	7,245.48
2169	USCA013823	624 S GRAND AVE	LOS ANGELES	USD	118.03	(43.40)	74.63
2169	USCA013823	624 S GRAND AVE	LOS ANGELES	USD	32,105.17	(22,534.68)	9,570.49
2169	USCA013823	624 S GRAND AVE	LOS ANGELES	USD	9,984.34	(4,048.76)	5,935.58
2169	USCA013823	624 S GRAND AVE	LOS ANGELES	USD	229,795.20	(76,352.67)	153,442.53
2169	USCA013823	624 S GRAND AVE	LOS ANGELES	USD	1,766.69	(1,649.23)	117.46
2169	USCA013823	624 S GRAND AVE	LOS ANGELES	USD	5,729.92	(1,135.15)	4,594.77
2169	USCA013823	624 S GRAND AVE	LOS ANGELES	USD	1,180.27	(558.03)	622.24
2169	USCA013823	624 S GRAND AVE	LOS ANGELES	USD	2,047.03	(1,693.71)	353.32
2169	USCA013823	624 S GRAND AVE	LOS ANGELES	USD	20,714.98	(1,474.95)	19,240.03
2169	USCA013823	624 S GRAND AVE	LOS ANGELES	USD	3,929,733.37	(962,387.74)	2,967,345.63
2169	USCA013823	624 S GRAND AVE	LOS ANGELES	USD	-	-	-
2169	USCA013823	624 S GRAND AVE	LOS ANGELES	USD	95,875.95	-	95,875.95
2169	USCA013824	630 S. GRAND STREET	LOS ANGELES	USD	7,507.62	(1,774.78)	5,732.84
2169	USCA013824	630 S. GRAND STREET	LOS ANGELES	USD	8,614.12	(3,167.69)	5,446.43
2169	USCA013825	"650 S. GRAND, 10TH FLOOR"	LOS ANGELES	USD	295.07	(108.51)	186.56
2169	USCA013826	6818 S. AVALON	LOS ANGELES	USD	210.24	(77.31)	132.93
2169	USCA013827	700 S FLOWER ST	LOS ANGELES	USD	11.07	(11.07)	-
2169	USCA013828	7400 WEST 81ST	LOS ANGELES	USD	18.44	(12.21)	6.23
2169	USCA013829	"777 FIGEUROA STREET, STE 4500	LOS ANGELES	USD	256.34	(94.25)	162.09
2169	USCA013830	800 S. HOPE ST.	LOS ANGELES	USD	6,930.40	(2,548.54)	4,381.86
2169	USCA013831	811 WILSHIRE BLVD	LOS ANGELES	USD	86.68	(86.68)	-
2169	USCA013831	811 WILSHIRE BLVD	LOS ANGELES	USD	1,670.80	(1,386.86)	283.94
2169	USCA013831	811 WILSHIRE BLVD	LOS ANGELES	USD	121.70	(121.70)	-
2169	USCA013831	811 WILSHIRE BLVD	LOS ANGELES	USD	-	-	-
2169	USCA013831	811 WILSHIRE BLVD	LOS ANGELES	USD	34,700.70	(10,048.98)	24,651.72
2169	USCA013831	811 WILSHIRE BLVD	LOS ANGELES	USD	-	-	-
2169	USCA013832	900 N. ALAMEDA STREET	LOS ANGELES	USD	29,322.33	(3,291.99)	26,030.34
2169	USCA013833	9600 SEPULVEDA BLVD.	LOS ANGELES	USD	94.05	(44.47)	49.58
2169	USCA013834	LA-MB LEVEL 3-FIBER/CONDUIT	LOS ANGELES	USD	432,810.07	(110,034.15)	322,775.92
2169	USCA013835	LOS ANGELES	LOS ANGELES	USD	7,613.22	(4,112.27)	3,500.95
2169	USCA013835	LOS ANGELES	LOS ANGELES	USD	-	-	-
2169	USCA013835	LOS ANGELES	LOS ANGELES	USD	-	-	-

TRADEMARK

REEL: 003737 FRAME: 0106

CoCd	Location	Street Address	City	Crcy	Current APC	Accumul. dep.	Curr.bk.val.
2169	USCA013836	LOS ANGELES COUNTY	LOS ANGELES	USD	-	-	-
2169	USCA013836	LOS ANGELES COUNTY	LOS ANGELES	USD	-	-	-
2169	USCA013837	LOS ANGELES GLOBAL CENTER	LOS ANGELES	USD	1,455.05	(687.94)	767.11
2169	USCA013838	ONE WILSHIRE BLVD	LOS ANGELES	USD	145.69	(32.13)	113.56
2169	USCA013838	ONE WILSHIRE BLVD	LOS ANGELES	USD	5,112.05	(1,307.68)	3,804.37
2169	USCA013838	ONE WILSHIRE BLVD	LOS ANGELES	USD	-	-	-
2169	USCA013901	22761 PACIFIC COAST HWY	MALIBU	USD	12.91	(12.91)	-
2169	USCA014001	3013 WASHINGTON BLVD	MARINA DEL REY	USD	18.44	(15.26)	3.18
2169	USCA014101	2527 SANDHILL RD 3RD FLOOR	MENLO PARK	USD	9.22	(9.22)	-
2169	USCA014102	275 MIDDLE RD	MENLO PARK	USD	405.72	(134.27)	271.45
2169	USCA014201	MILPITAS	MILPITAS	USD	2,513.57	(284.95)	2,228.62
2169	USCA014201	MILPITAS	MILPITAS	USD	-	-	-
2169	USCA014202	"388 S ABBOTT AVE, SUITE 390"	MILPITAS	USD	27.66	(27.66)	-
2169	USCA014203	426 SOUTHVILLE DRIVE	MILPITAS	USD	36.88	(20.35)	16.53
2169	USCA014301	"1312 KANSAS AVE, STE 137D"	MODESTO	USD	143.85	(95.21)	48.64
2169	USCA014501	MONTEREY COUNTY	MONTEREY	USD	-	-	-
2169	USCA014701	303 RAVENDALE DR	MOUNTAIN VIEW	USD	5.53	(5.53)	-
2169	USCA014702	2525 CHARLESTON RD.	MOUNTAIN VIEW	USD	18.44	(18.44)	-
2169	USCA014703	"305 HOPE STREET, MOUNTAIN VIE	MOUNTAIN VIEW	USD	2,360.54	(558.03)	1,802.51
2169	USCA014801	"610 NEWPORT CENTER DR, 8F S83	NEWPORT BEACH	USD	18.44	(18.44)	-
2169	USCA014802	"1527 MONROVIA AVE., STE. 300"	NEWPORT BEACH	USD	129.09	(71.21)	57.88
2169	USCA014803	"CTI-SALES WEST DIV, NEWPORT B	NEWPORT BEACH	USD	18.44	(17.63)	0.81
2169	USCA014901	475 14TH STREET SUITE 1100	OAKLAND	USD	680.50	(680.50)	-
2169	USCA014901	475 14TH STREET SUITE 1100	OAKLAND	USD	-	-	-
2169	USCA014901	475 14TH STREET SUITE 1100	OAKLAND	USD	1,726.19	(1,321.81)	404.38
2169	USCA014903	1614 CAMPBELL STREET	OAKLAND	USD	212.08	(77.98)	134.10
2169	USCA014904	1999 HARRISON ST. 8TH FLOOR	OAKLAND	USD	199.17	(94.16)	105.01
2169	USCA015001	"2122 EL CAMINO REAL, 1ST FLOOR	OCEANSIDE	USD	16.60	(10.99)	5.61
2169	USCA015101	1720 S. BON VIEW	ONTARIO	USD	12.91	(12.91)	-
2169	USCA015102	800 N. HAVEN-SUITE 400	ONTARIO	USD	9.22	(7.63)	1.59
2169	USCA015103	1920 CARLOS AVE. 1ST FLOOR	ONTARIO	USD	359.61	(132.25)	227.36
2169	USCA015201	500 N STATE COLLEGE SUITE 800	ORANGE	USD	108.81	(82.00)	26.81
2169	USCA015202	"ONE CITY BLVD WEST, SUITE 170	ORANGE	USD	173.36	(114.75)	58.61
2169	USCA015203	"1045 W. KATELLA, SUITE 300"	ORANGE	USD	106.96	(70.79)	36.17
2169	USCA015301	529 BRYANT STREET	PALO ALTO	USD	9,135.01	(882.82)	8,252.19
2169	USCA015301	529 BRYANT STREET	PALO ALTO	USD	81,427.80	(27,584.47)	53,843.33
2169	USCA015301	529 BRYANT STREET	PALO ALTO	USD	-	-	-
2169	USCA015301	529 BRYANT STREET	PALO ALTO	USD	-	-	-
2169	USCA015401	"43 MALAGA COVE PLAZA **A**"	PALOS VERDES ESTATES	USD	77.46	(51.27)	26.19
2169	USCA015501	110 E. HOLLY STREET	PASADENA	USD	79.30	(52.49)	26.81
2169	USCA015502	1035 S. FAIROAKS	PASADENA	USD	147.53	(97.65)	49.88
2169	USCA015601	PASO ROBLES	PASO ROBLES	USD	-	-	-
2169	USCA015601	PASO ROBLES	PASO ROBLES	USD	-	-	-
2169	USCA015801	"4457 WILLOW RD, 2ND FL STE 20	PLEASANTON	USD	9.22	(9.22)	-
2169	USCA015802	7133 KILL CENTER PKWY	PLEASANTON	USD	11.07	(9.16)	1.91
2169	USCA015803	5064 FRANKLIN DRIVE	PLEASANTON	USD	44.26	(36.62)	7.64
2169	USCA015901	4102 W. VALLEY BLVD	POMONA	USD	5.53	(5.53)	-
2169	USCA016002	"3301 SUNRISE BLVD, SUITE D"	RANCHO CORDOVA	USD	40.57	(33.56)	7.01
2169	USCA016003	"3345 SUNRISE BLVD, BLDG 5"	RANCHO CORDOVA	USD	55.33	(36.63)	18.70
2169	USCA016004	"3333 SUNRISE BLVD, SUITE J"	RANCHO CORDOVA	USD	260.03	(172.13)	87.90
2169	USCA016202	2951 CHURCH CREEK ROAD	REDDING	USD	1,877.37	(776.66)	1,100.71
2169	USCA016301	"7154 RESEDA BLVD, 1ST FLOOR"	RESEDA	USD	154.91	(102.53)	52.38
2169	USCA016302	"7116 RESEDA BLVD, 1ST FLOOR"	RESEDA	USD	154.91	(102.53)	52.38
2169	USCA016303	"7112 RESEDA BLVD, 1ST FLOOR"	RESEDA	USD	154.91	(102.53)	52.38
2169	USCA016304	7144 RESEDA BLVD	RESEDA	USD	215.77	(119.02)	96.75
2169	USCA016401	"2010 IOWA AVE., BLDG E #100"	RIVERSIDE	USD	156.75	(74.10)	82.65
2169	USCA016402	11700 STERLING AVE.	RIVERSIDE	USD	27.66	(15.26)	12.40
2169	USCA016501	"600 MARTIN AVENUE 2ND FL,ST21	ROHNERT PARK	USD	31.35	(31.35)	-
2169	USCA016601	"2130 PROFESSIONAL DR, STE 230	ROSEVILLE	USD	81.14	(53.71)	27.43
2169	USCA016701	"1010 21ST STREET, 2ND FLOOR"	SACRAMENTO	USD	468.42	(221.48)	246.94
2169	USCA016703	1303 J STREET	SACRAMENTO	USD	656,198.65	(171,100.10)	485,098.55
2169	USCA016703	1303 J STREET	SACRAMENTO	USD	324.57	(76.77)	247.80
2169	USCA016703	1303 J STREET	SACRAMENTO	USD	50,569.45	(12,855.79)	37,713.66
2169	USCA016703	1303 J STREET	SACRAMENTO	USD	142.00	(52.22)	89.78
2169	USCA016703	1303 J STREET	SACRAMENTO	USD	40,012.98	(29,886.45)	10,126.53
2169	USCA016703	1303 J STREET	SACRAMENTO	USD	138.24	-	-
2169	USCA016703	1303 J STREET	SACRAMENTO	USD	2,401,178.07	(803,789.65)	1,597,388.42
2169	USCA016703	1303 J STREET	SACRAMENTO	USD	3,496.57	(3,108.61)	387.96
2169	USCA016703	1303 J STREET	SACRAMENTO	USD	12,056.97	(916.85)	11,140.12
2169	USCA016703	1303 J STREET	SACRAMENTO	USD	995.86	(936.79)	59.07
2169	USCA016703	1303 J STREET	SACRAMENTO	USD	1,691.11	(1,691.11)	-
2169	USCA016703	1303 J STREET	SACRAMENTO	USD	7,995,139.91	(2,569,202.02)	5,425,937.89
2169	USCA016703	1303 J STREET	SACRAMENTO	USD	-	-	-
2169	USCA016703	1303 J STREET	SACRAMENTO	USD	58,966.14	-	58,966.14
2169	USCA016703	1303 J STREET	SACRAMENTO	USD	410,400.00	-	410,400.00
2169	USCA016704	"209 COMMERCE CIRCLE **B**"	SACRAMENTO	USD	16.60	(16.60)	-
2169	USCA016705	"3100 FITE CIRCLE, STE. 107"	SACRAMENTO	USD	55.33	(55.33)	-
2169	USCA016705	"3100 FITE CIRCLE, STE. 107"	SACRAMENTO	USD	184.42	(87.20)	97.22
2169	USCA016706	"3800 WATT AVE., SUITE 110"	SACRAMENTO	USD	106.96	(59.00)	47.96
2169	USCA016707	"5301 MADISON AVE, SUITE 402"	SACRAMENTO	USD	64.55	(42.72)	21.83
2169	USCA016708	770 L STREET	SACRAMENTO	USD	223,667.00	(60,000.86)	163,666.14
2169	USCA016708	770 L STREET	SACRAMENTO	USD	10,065.96	(2,043.53)	8,022.43
2169	USCA016708	770 L STREET	SACRAMENTO	USD	14.75	(5.42)	9.33
2169	USCA016708	770 L STREET	SACRAMENTO	USD	12,360.73	(2,873.79)	9,486.94
2169	USCA016708	770 L STREET	SACRAMENTO	USD	1,121.34	(198.57)	922.77
2169	USCA016708	770 L STREET	SACRAMENTO	USD	894.42	(379.26)	515.16
2169	USCA016708	770 L STREET	SACRAMENTO	USD	1,355.28	(271.60)	1,083.68
2169	USCA016708	770 L STREET	SACRAMENTO	USD	4,580.90	(3,876.50)	704.40
2169	USCA016708	770 L STREET	SACRAMENTO	USD	894.42	(422.88)	471.54
2169	USCA016708	770 L STREET	SACRAMENTO	USD	50,746.86	(26,031.62)	24,715.24
2169	USCA016708	770 L STREET	SACRAMENTO	USD	1,595,121.10	(675,556.82)	919,564.28
2169	USCA016801	238 JOHN STREET	SALINAS	USD	-	-	-
2169	USCA016803	"1514 MOFFETT STREET, SUITE ""	SALINAS	USD	64.55	-	21.83

TRADEMARK

REEL: 003737 FRAME: 0107

CoCd	Location	Street Address	City	Crev	Current APC	Accumul. dep.	Curr.bk.val.
2169	USCA017327	"CTI-OPERATIONS POOL, SAN FRAN	SAN FRANCISCO	USD	328.27	(238.31)	89.96
2169	USCA017327	"CTI-OPERATIONS POOL, SAN FRAN	SAN FRANCISCO	USD	-	-	-
2169	USCA017328	CTI-SALES WEST DIV NAM'S	SAN FRANCISCO	USD	282.16	(155.92)	126.24
2169	USCA017328	CTI-SALES WEST DIV NAM'S	SAN FRANCISCO	USD	1,667.13	(921.28)	745.85
2169	USCA017328	CTI-SALES WEST DIV NAM'S	SAN FRANCISCO	USD	12.91	(12.91)	-
2169	USCA017328	CTI-SALES WEST DIV NAM'S	SAN FRANCISCO	USD	649.15	(358.73)	290.42
2169	USCA017329	CTI-SALES WEST DIV RAE'S	SAN FRANCISCO	USD	1,012.45	(239.35)	773.10
2169	USCA017329	CTI-SALES WEST DIV RAE'S	SAN FRANCISCO	USD	632.55	(296.14)	336.41
2169	USCA017329	CTI-SALES WEST DIV RAE'S	SAN FRANCISCO	USD	118.03	(65.22)	52.81
2169	USCA017329	CTI-SALES WEST DIV RAE'S	SAN FRANCISCO	USD	83.00	(68.46)	14.54
2169	USCA017330	CTI-WHOLESALE OPERATIONS	SAN FRANCISCO	USD	-	-	-
2169	USCA017331	SANFR-MB LEVEL 3-FIBER/CONDUIT	SAN FRANCISCO	USD	36,037.67	(3,910.69)	32,126.98
2169	USCA017331	SANFR-MB LEVEL 3-FIBER/CONDUIT	SAN FRANCISCO	USD	949,235.81	(241,323.48)	707,912.33
2169	USCA017401	"301 W. VALLEY BLVD, STE 207"	SAN GABRIEL	USD	44.26	(36.62)	7.64
2169	USCA017501	"11 GREAT OAKS BLVD, 1ST FL"	SAN JOSE	USD	167.82	(37.03)	130.79
2169	USCA017501	"11 GREAT OAKS BLVD, 1ST FL"	SAN JOSE	USD	7,673.84	(4,279.41)	3,394.43
2169	USCA017501	"11 GREAT OAKS BLVD, 1ST FL"	SAN JOSE	USD	399,249.02	(38,990.38)	360,258.64
2169	USCA017501	"11 GREAT OAKS BLVD, 1ST FL"	SAN JOSE	USD	191,372.68	-	191,372.68
2169	USCA017502	"151 METRO DRIVE, SUITE 100"	SAN JOSE	USD	69,067.92	(16,327.59)	52,740.33
2169	USCA017502	"151 METRO DRIVE, SUITE 100"	SAN JOSE	USD	-	-	-
2169	USCA017502	"151 METRO DRIVE, SUITE 100"	SAN JOSE	USD	116.17	(98.66)	17.51
2169	USCA017502	"151 METRO DRIVE, SUITE 100"	SAN JOSE	USD	3,799.00	(1,396.98)	2,402.02
2169	USCA017503	1930 ALMADEN ROAD	SAN JOSE	USD	18.44	(12.21)	6.23
2169	USCA017504	2085 HAMILTON AVENUE	SAN JOSE	USD	143.84	(79.34)	64.50
2169	USCA017505	2211 JUNCTION AVENUE	SAN JOSE	USD	9.22	(2.18)	7.04
2169	USCA017506	2514 CHANNING AVENUE	SAN JOSE	USD	62.70	(51.88)	10.82
2169	USCA017507	30 GREAT OAKS BLVD	SAN JOSE	USD	44.26	(36.62)	7.64
2169	USCA017508	"305 HOPE STREET, SAN JOSE"	SAN JOSE	USD	1,576.77	(372.72)	1,204.05
2169	USCA017508	"305 HOPE STREET, SAN JOSE"	SAN JOSE	USD	936.84	(221.48)	715.36
2169	USCA017508	"305 HOPE STREET, SAN JOSE"	SAN JOSE	USD	204.72	(48.07)	156.65
2169	USCA017509	333 W SANTA CLARA	SAN JOSE	USD	-	-	-
2169	USCA017509	333 W SANTA CLARA	SAN JOSE	USD	-	-	-
2169	USCA017509	333 W SANTA CLARA	SAN JOSE	USD	-	-	-
2169	USCA017509	333 W SANTA CLARA	SAN JOSE	USD	-	-	-
2169	USCA017510	350 S WINCHESTER BLVD 2ND FLOOR	SAN JOSE	USD	29.51	(29.51)	-
2169	USCA017511	41 N. FIRST STREET	SAN JOSE	USD	110.65	(61.03)	49.62
2169	USCA017513	"55 ALMADEN BLVD., STE. 300"	SAN JOSE	USD	1,663.44	(393.25)	1,270.19
2169	USCA017514	"55 S MARKET ST, SUITE 1180"	SAN JOSE	USD	8,881.21	(2,088.30)	6,792.91
2169	USCA017514	"55 S MARKET ST, SUITE 1180"	SAN JOSE	USD	38,437.50	(3,771.12)	34,666.38
2169	USCA017514	"55 S MARKET ST, SUITE 1180"	SAN JOSE	USD	17,997.62	(734.94)	17,262.68
2169	USCA017514	"55 S MARKET ST, SUITE 1180"	SAN JOSE	USD	-	-	-
2169	USCA017514	"55 S MARKET ST, SUITE 1180"	SAN JOSE	USD	-	-	-
2169	USCA017515	95 SOUTH ALMADEN	SAN JOSE	USD	4,538.50	(918.43)	3,620.07
2169	USCA017515	95 SOUTH ALMADEN	SAN JOSE	USD	17,611.83	(6,866.37)	10,745.46
2169	USCA017516	SANJO-MB LEVEL 3-FIBER/CONDUIT	SAN JOSE	USD	17,710.08	(5,608.00)	12,102.08
2169	USCA017516	SANJO-MB LEVEL 3-FIBER/CONDUIT	SAN JOSE	USD	749,917.07	(190,664.16)	559,252.91
2169	USCA017601	SAN JUAN BATISTA	SAN JUAN BATISTA	USD	-	-	-
2169	USCA017601	SAN JUAN BATISTA	SAN JUAN BATISTA	USD	-	-	-
2169	USCA017701	14425 CATALINA STREET	SAN LEANDRO	USD	12.91	(12.91)	-
2169	USCA017801	SAN LUIS OBISPO	SAN LUIS OBISPO	USD	-	-	-
2169	USCA017801	SAN LUIS OBISPO	SAN LUIS OBISPO	USD	49.79	(18.30)	31.49
2169	USCA017801	SAN LUIS OBISPO	SAN LUIS OBISPO	USD	-	-	-
2169	USCA017802	761 SANTA ROSA STREET	SAN LUIS OBISPO	USD	617.80	(204.46)	413.34
2169	USCA017803	763 SANTA ROSA STREET	SAN LUIS OBISPO	USD	-	-	-
2169	USCA017803	763 SANTA ROSA STREET	SAN LUIS OBISPO	USD	-	-	-
2169	USCA017803	763 SANTA ROSA STREET	SAN LUIS OBISPO	USD	-	-	-
2169	USCA017803	763 SANTA ROSA STREET	SAN LUIS OBISPO	USD	-	-	-
2169	USCA017803	763 SANTA ROSA STREET	SAN LUIS OBISPO	USD	-	-	-
2169	USCA017803	763 SANTA ROSA STREET	SAN LUIS OBISPO	USD	-	-	-
2169	USCA017804	SAN LUIS OBISPO COUNTY	SAN LUIS OBISPO	USD	-	-	-
2169	USCA017805	99 MCMILLAN STREET	SAN LUIS OBISPO	USD	7,686.51	(3,179.92)	4,506.59
2169	USCA017806	"2945 MCMILLAN AVE, 1ST FL ST22	SAN LUIS OBISPO	USD	145.69	(74.57)	71.12
2169	USCA017901	SAN MATEO COUNTY	SAN MATEO	USD	-	-	-
2169	USCA018101	111 SMITH RANCH RD.	SAN RAFAEL	USD	59.01	(39.05)	19.96
2169	USCA018102	120 N. REDWOOD DRIVE	SAN RAFAEL	USD	132.78	(62.78)	70.00
2169	USCA018301	2530 N GRAND AVENUE	SANTA ANA	USD	11.07	(11.07)	-
2169	USCA018302	1224 VILLAGE WAY	SANTA ANA	USD	1.84	(1.84)	-
2169	USCA018303	"6 HUTTON CENTRE, 10TH FL ST105	SANTA ANA	USD	12.91	(12.91)	-
2169	USCA018304	"302 N TUSTIN AVE, SUITE 701"	SANTA ANA	USD	431.53	(285.64)	145.89
2169	USCA018305	"1540 FIRST STREET, ROOM 200"	SANTA ANA	USD	221.30	(123.81)	97.49
2169	USCA018402	3035 GIBRALTAR RD	SANTA BARBARA	USD	-	-	-
2169	USCA018402	3035 GIBRALTAR RD	SANTA BARBARA	USD	-	-	-
2169	USCA018403	SANTA BARBARA	SANTA BARBARA	USD	-	-	-
2169	USCA018404	SANTA BARBARA COUNTY	SANTA BARBARA	USD	-	-	-
2169	USCA018404	SANTA BARBARA COUNTY	SANTA BARBARA	USD	-	-	-
2169	USCA018501	SANTA CLARA-TAX COUNTY	SANTA CLARA	USD	19,363.80	(10,700.73)	8,663.07
2169	USCA018503	SANTA CLARA	SANTA CLARA	USD	-	-	-
2169	USCA018503	SANTA CLARA	SANTA CLARA	USD	26,485.56	(10,816.32)	15,669.24
2169	USCA018503	SANTA CLARA	SANTA CLARA	USD	6,940.00	(572.69)	6,367.31
2169	USCA018503	SANTA CLARA	SANTA CLARA	USD	9,207.09	(940.88)	8,266.21
2169	USCA018504	2880 LAKESIDE DR, SUITE 350	SANTA CLARA	USD	14.75	(14.75)	-
2169	USCA018505	1700 SPACE PARK DRIVE	SANTA CLARA	USD	25,166.98	(6,633.94)	18,533.04
2169	USCA018505	1700 SPACE PARK DRIVE	SANTA CLARA	USD	2,720.00	(253.94)	2,466.06
2169	USCA018505	1700 SPACE PARK DRIVE	SANTA CLARA	USD	172,266.22	(64,683.48)	107,582.74
2169	USCA018505	1700 SPACE PARK DRIVE	SANTA CLARA	USD	-	-	-
2169	USCA018601	11333 GREENSTONE AVE	SANTA FE SPRINGS	USD	497.92	(278.09)	219.83
2169	USCA018701	2811 AIRPARK DRIVE	SANTA MARIA	USD	55.33	(55.33)	-
2169	USCA018801	SANTA PAULA	SANTA PAULA	USD	-	-	-
2169	USCA018901	"CTI-SALES WEST DIV, SANTA ROS	SANTA ROSA	USD	-	-	-
2169	USCA019001	SANTA SUSANNA	SANTA SUSANNA	USD	-	-	-
2169	USCA019101	"8665 ARGENT STREET, SUITE D"	SANTEE	USD	14.75	(14.75)	-
2169	USCA019301	SISQUOC	SISQUOC	USD	485.02	(160.52)	324.50
2169	USCA019301	SISQUOC	SISQUOC	USD	-	-	-
2169	USCA019501	5625 FIRESTONE BLVD.	SOUTH GATE	USD	81.14	(81.14)	27.43

TRADEMARK

REEL: 003737 FRAME: 0109

CoCd	Location	Street Address	City	Crcy	Current APC	Accumul. dep.	Curr.bk.val.
2169	USCA019601	SOUTH PASADENA	SOUTH PASADENA	USD	-	-	-
2169	USCA019701	"343 E MAIN STREET, STE 322"	STOCKTON	USD	105.12	(105.12)	-
2169	USCA019701	"343 E MAIN STREET, STE 322"	STOCKTON	USD	5.52	(5.52)	-
2169	USCA019702	3525 W BENJAMIN HOLD DR	STOCKTON	USD	18.44	(12.21)	6.23
2169	USCA019901	8969 BRADLEY AVENUE	SUN VALLEY	USD	295.06	(195.31)	99.75
2169	USCA020001	"1004 STEWART DR, 1ST FLOOR"	SUNNYVALE	USD	903.64	(460.82)	442.82
2169	USCA020002	1244 REAMWOOD AVE.	SUNNYVALE	USD	5,698.49	(2,711.67)	2,986.82
2169	USCA020004	960 HAMLIN COURT	SUNNYVALE	USD	-	-	-
2169	USCA020005	1111 KARLSTAD DRIVE	SUNNYVALE	USD	-	-	-
2169	USCA020006	1154 EAST ARQUES AVENUE	SUNNYVALE	USD	-	-	-
2169	USCA020008	444 TOYAMA DR	SUNNYVALE	USD	41,772.92	(5,515.11)	36,257.81
2169	USCA020008	444 TOYAMA DR	SUNNYVALE	USD	33,029.38	(8,199.02)	24,830.36
2169	USCA020008	444 TOYAMA DR	SUNNYVALE	USD	185,870.35	(31,632.86)	154,237.49
2169	USCA020008	444 TOYAMA DR	SUNNYVALE	USD	29,110.28	(24,975.70)	4,134.58
2169	USCA020008	444 TOYAMA DR	SUNNYVALE	USD	8,313.57	(1,990.24)	6,323.33
2169	USCA020008	444 TOYAMA DR	SUNNYVALE	USD	12.91	(4.75)	8.16
2169	USCA020008	444 TOYAMA DR	SUNNYVALE	USD	81,444.61	(4,384.60)	77,060.01
2169	USCA020008	444 TOYAMA DR	SUNNYVALE	USD	1,108.35	(262.02)	846.33
2169	USCA020008	444 TOYAMA DR	SUNNYVALE	USD	3,773,755.49	(1,505,305.67)	2,268,449.82
2169	USCA020008	444 TOYAMA DR	SUNNYVALE	USD	-	-	-
2169	USCA020008	444 TOYAMA DR	SUNNYVALE	USD	-	-	-
2169	USCA020008	444 TOYAMA DR	SUNNYVALE	USD	65,155.41	-	65,155.41
2169	USCA020009	255 CASPIAN WAY	SUNNYVALE	USD	-	-	-
2169	USCA020101	9267 LA ROSA DRIVE	TEMPLE CITY	USD	9.22	(9.22)	-
2169	USCA020301	19701 HAMILTON AVE 2ND FLOOR	TORRANCE	USD	29.51	(24.42)	5.09
2169	USCA020402	15991 RED HILL AVE SUITE 201	TUSTIN	USD	-	-	-
2169	USCA020403	1451 EDINGER AVE	TUSTIN	USD	12.91	(12.91)	-
2169	USCA020404	"1342 BELL AVE., STE. 3G"	TUSTIN	USD	46.10	(21.79)	24.31
2169	USCA020501	7118 DECELISS PLACE	VAN NUYS	USD	3.68	(3.68)	-
2169	USCA020502	"14435 SHERMAN WAY, SUITE 218"	VAN NUYS	USD	55.33	(36.63)	18.70
2169	USCA020503	"6320 VAN NUYS BLVD, STE 420"	VAN NUYS	USD	143.85	(95.21)	48.64
2169	USCA020504	7730 GLORIA	VAN NUYS	USD	215.77	(119.02)	96.75
2169	USCA020505	13222 KESWICK STREET	VAN NUYS	USD	186.26	(102.74)	83.52
2169	USCA020601	2253 S. SANTA FE	VISTA	USD	6,646.40	(3,142.39)	3,504.01
2169	USCA020602	170 EUCALYPTUS AVE.	VISTA	USD	18.44	(18.44)	-
2169	USCA020603	"956 VALE TERRACE, 1ST FL, STE 11	VISTA	USD	215.77	(119.02)	96.75
2169	USCA020701	20519 WALNUT DRIVE 1ST FLOOR	WALNUT	USD	12.91	(12.91)	-
2169	USCA020702	21038 COMMERCE POINT DRIVE	WALNUT	USD	12.91	(12.91)	-
2169	USCA020801	2815 N MITCHELL DRIVE	WALNUT CREEK	USD	9.20	(9.20)	-
2169	USCA020802	"CTI-SALES WEST DIV, WALNUT CR	WALNUT CREEK	USD	820.65	(609.14)	211.51
2169	USCA020901	"1502 W. CONVINA, SUITE 217"	WEST CONVINA	USD	112.49	(62.05)	50.44
2169	USCA021001	"4045 E. THOUSAND OAKS, STE 105	WEST LAKE VILLAGE	USD	256.34	(94.25)	162.09
2169	USCA021101	"21731 VENTURA BLVD, SUITE 350	WOODLAND HILLS	USD	25.82	(25.82)	-
2169	USCA021102	6312 VARIEL 1ST FLOOR STE 214	WOODLAND HILLS	USD	29.51	(29.51)	-
2169	USCA021103	6230 CANAGA BLVD	WOODLAND HILLS	USD	57.17	(57.17)	-
2169	USCA021104	"21300 VICTORY BLVD, SUITE 920	WOODLAND HILLS	USD	282.16	(177.51)	104.65
2169	USCA021201	WOODY	WOODY	USD	-	-	-
2169	USCO021501	13900 E. HARVARD	AURORA	USD	92.21	(33.91)	58.30
2169	USCO021601	6350 NAUTILUS DRIVE, BOULDER	BOULDER	USD	-	-	-
2169	USCO021602	4888 PEARL EAST CIRCLE	BOULDER	USD	5.53	(5.53)	-
2169	USCO021801	1120 N CIRCLE DR STE 16	COLORADO SPRINGS	USD	12.91	(12.91)	-
2169	USCO021802	5040 CORPORATE PLAZA DRIVE	COLORADO SPRINGS	USD	1.84	(1.84)	-
2169	USCO021804	"4065 N SINTON RD, 2ND FL STE 20	COLORADO SPRINGS	USD	27.66	(27.66)	-
2169	USCO021805	2870 JANITELL RD.	COLORADO SPRINGS	USD	29.51	(29.51)	-
2169	USCO021806	"5825 DELMONICO DRIVE, SUITE 30	COLORADO SPRINGS	USD	118.03	(65.10)	52.93
2169	USCO021807	5040-B CORPORATE PLAZA DR ST B	COLORADO SPRINGS	USD	86.67	(86.67)	-
2169	USCO022001	1050 17TH ST.	DENVER	USD	138.32	(83.28)	55.04
2169	USCO022002	1306 S. SHERMAN STREET	DENVER	USD	3.69	(3.69)	-
2169	USCO022003	"1616 CHAMPA STREET, SUITE 301	DENVER	USD	650.98	(538.63)	112.35
2169	USCO022004	1660 LINCOLN ST STE 2540	DENVER	USD	-	-	-
2169	USCO022004	1660 LINCOLN ST STE 2540	DENVER	USD	-	-	-
2169	USCO022004	1660 LINCOLN ST STE 2540	DENVER	USD	-	-	-
2169	USCO022004	1660 LINCOLN ST STE 2540	DENVER	USD	-	-	-
2169	USCO022005	1900 GRANT STREET SUTIE 750	DENVER	USD	-	-	-
2169	USCO022005	1900 GRANT STREET SUTIE 750	DENVER	USD	-	-	-
2169	USCO022005	1900 GRANT STREET SUTIE 750	DENVER	USD	-	-	-
2169	USCO022005	1900 GRANT STREET SUTIE 750	DENVER	USD	-	-	-
2169	USCO022005	1900 GRANT STREET SUTIE 750	DENVER	USD	-	-	-
2169	USCO022005	1900 GRANT STREET SUTIE 750	DENVER	USD	-	-	-
2169	USCO022005	1900 GRANT STREET SUTIE 750	DENVER	USD	-	-	-
2169	USCO022006	2350 ARAPAHOE ST.	DENVER	USD	66.38	(66.38)	-
2169	USCO022007	3755 MARK DABLING BLVD	DENVER	USD	143.85	(95.21)	48.64
2169	USCO022008	469 S1 CHERRY STREET SUITE 200	DENVER	USD	97.74	(62.86)	34.88
2169	USCO022009	4700 KINGSTON	DENVER	USD	1,715.07	(1,153.94)	561.13
2169	USCO022010	"555 17TH STREET, SUITE 845"	DENVER	USD	254.50	(93.59)	160.91
2169	USCO022011	"655 BROADWAY, 8TH FLOOR"	DENVER	USD	1.84	(1.84)	-
2169	USCO022012	700 14TH STREET	DENVER	USD	3,496.55	(1,653.17)	1,843.38
2169	USCO022013	789 SHERMAN STREET SUITE 420	DENVER	USD	106.96	(106.96)	-
2169	USCO022014	910 15TH STREET	DENVER	USD	671.28	(671.28)	-
2169	USCO022014	910 15TH STREET	DENVER	USD	1,023.52	(561.51)	462.01
2169	USCO022015	"910 16TH STREET, SUITE 1225"	DENVER	USD	248.96	(164.80)	84.16
2169	USCO022016	931 14TH STREET	DENVER	USD	25,709.59	(6,077.70)	19,631.89
2169	USCO022016	931 14TH STREET	DENVER	USD	11,350.89	(4,158.20)	7,192.69
2169	USCO022017	950 17TH STREET (ALL FLOORS)	DENVER	USD	602,251.11	(168,485.19)	433,765.92
2169	USCO022017	950 17TH STREET (ALL FLOORS)	DENVER	USD	195,422.76	(13,065.31)	182,357.45
2169	USCO022017	950 17TH STREET (ALL FLOORS)	DENVER	USD	95.90	(35.27)	60.63
2169	USCO022017	950 17TH STREET (ALL FLOORS)	DENVER	USD	40,516.44	(32,118.86)	8,397.58
2169	USCO022017	950 17TH STREET (ALL FLOORS)	DENVER	USD	32,202.91	(14,122.05)	18,080.86
2169	USCO022017	950 17TH STREET (ALL FLOORS)	DENVER	USD	2,704,857.75	(809,293.73)	1,895,564.02
2169	USCO022017	950 17TH STREET (ALL FLOORS)	DENVER	USD	101,344.56	(67,812.30)	33,532.26
2169	USCO022017	950 17TH STREET (ALL FLOORS)	DENVER	USD	48,898.64	(21,286.79)	27,611.85
2169	USCO022017	950 17TH STREET (ALL FLOORS)	DENVER	USD	897,698.97	(196,598.41)	701,100.56
2169	USCO022017	950 17TH STREET (ALL FLOORS)	DENVER	USD	68,737.18	(36,819.63)	31,917.55
2169	USCO022017	950 17TH STREET (ALL FLOORS)	DENVER	USD	52,378.56	(17,643.82)	34,734.74
2169	USCO022017	950 17TH STREET (ALL FLOORS)	DENVER	USD	5,807,438.44	(4,980,217.40)	827,221.04

TRADEMARK

REEL: 003737 FRAME: 0110

CoCd	Location	Street Address	City	Crcy	Current APC	Accumul. dep.	Curr.bk.val.
2169	USCO022017	950 17TH STREET (ALL FLOORS)	DENVER	USD	-	-	-
2169	USCO022017	950 17TH STREET (ALL FLOORS)	DENVER	USD	-	-	-
2169	USCO022017	950 17TH STREET (ALL FLOORS)	DENVER	USD	1,253,716.63	-	1,253,716.63
2169	USCO022018	CIT-FACILITIES	DENVER	USD	29.51	(16.31)	13.20
2169	USCO022019	CIT-IT NETWORK ENG	DENVER	USD	62,849.36	(18,415.84)	44,433.52
2169	USCO022019	CIT-IT NETWORK ENG	DENVER	USD	22,755.22	(14,971.29)	7,783.93
2169	USCO022019	CIT-IT NETWORK ENG	DENVER	USD	-	-	-
2169	USCO022019	CIT-IT NETWORK ENG	DENVER	USD	148,950.07	(71,520.57)	77,429.50
2169	USCO022019	CIT-IT NETWORK ENG	DENVER	USD	914.71	(864.65)	50.06
2169	USCO022019	CIT-IT NETWORK ENG	DENVER	USD	173.35	(143.97)	29.38
2169	USCO022019	CIT-IT NETWORK ENG	DENVER	USD	7,385.94	(4,071.18)	3,314.76
2169	USCO022020	CIT-OPERATIONS	DENVER	USD	1,200.56	(361.51)	839.05
2169	USCO022021	CIT-OPERATIONS CCALL ADMIN	DENVER	USD	27,138.83	(9,009.16)	18,129.67
2169	USCO022022	CIT-OPERATIONS EVENT	DENVER	USD	-	-	-
2169	USCO022022	CIT-OPERATIONS EVENT	DENVER	USD	3,762.11	(2,079.00)	1,683.11
2169	USCO022023	CIT-OPERATIONS FINANCE	DENVER	USD	3,762.11	(2,079.00)	1,683.11
2169	USCO022024	CIT-OPERATIONS GLOBAL	DENVER	USD	-	-	-
2169	USCO022024	CIT-OPERATIONS GLOBAL	DENVER	USD	11,682.82	(6,465.22)	5,217.60
2169	USCO022025	CIT-OPERATIONS NMC	DENVER	USD	5,357.32	(1,613.17)	3,744.15
2169	USCO022025	CIT-OPERATIONS NMC	DENVER	USD	-	-	-
2169	USCO022025	CIT-OPERATIONS NMC	DENVER	USD	2,952.50	(1,654.44)	1,298.06
2169	USCO022025	CIT-OPERATIONS NMC	DENVER	USD	523.74	(346.86)	176.88
2169	USCO022025	CIT-OPERATIONS NMC	DENVER	USD	-	-	-
2169	USCO022025	CIT-OPERATIONS NMC	DENVER	USD	250.81	(138.60)	112.21
2169	USCO022026	CIT-OPERATIONS TRAINING	DENVER	USD	27.66	(15.41)	12.25
2169	USCO022026	CIT-OPERATIONS TRAINING	DENVER	USD	2,469.38	(1,364.57)	1,104.81
2169	USCO022027	CTI-RETAIL OPERATIONS POOL	DENVER	USD	512.68	(404.41)	108.27
2169	USCO022027	CTI-RETAIL OPERATIONS POOL	DENVER	USD	15,776.90	(9,187.56)	6,589.34
2169	USCO022027	CTI-RETAIL OPERATIONS POOL	DENVER	USD	-	-	-
2169	USCO022027	CTI-RETAIL OPERATIONS POOL	DENVER	USD	333,975.78	(189,828.38)	144,147.40
2169	USCO022027	CTI-RETAIL OPERATIONS POOL	DENVER	USD	5,322.24	(4,529.53)	792.71
2169	USCO022027	CTI-RETAIL OPERATIONS POOL	DENVER	USD	-	-	-
2169	USCO022028	CTI-W/S OPERATIONS POOL	DENVER	USD	2,679.58	(1,736.55)	943.03
2169	USCO022028	CTI-W/S OPERATIONS POOL	DENVER	USD	24,049.83	(14,194.51)	9,855.32
2169	USCO022029	DEN-MB LEVEL 3-FIBER/CONDUIT	DENVER	USD	643,606.83	(163,629.61)	479,977.22
2169	USCO022030	VIDEO OPERATIONS, DENVER	DENVER	USD	151,727.33	(58,892.28)	92,835.05
2169	USCO022101	DOTSERO-COLORADO RIVER & I-70	DOTSERO	USD	28,031.41	(11,596.56)	16,434.85
2169	USCO022201	6909 S. HOLLY CIRCLE #350	ENGLEWOOD	USD	9.22	(7.63)	1.59
2169	USCO022202	*5660 GREENWOOD PLAZA BLV,ST40	ENGLEWOOD	USD	210.24	(139.17)	71.07
2169	USCO022204	5800 DTC PARKWAY	ENGLEWOOD	USD	55.32	(26.17)	29.15
2169	USCO022401	217 RACQUET DR. STE 5	FT. COLLINS	USD	118.03	(78.13)	39.90
2169	USCO022501	"17301 WEST COLFAX, SUITE 408"	GOLDEN	USD	302.44	(111.21)	191.23
2169	USCO022601	GRANDJUNCTION-70 BUS & N 28TH	GRAND JUNCTION	USD	7,686.51	(3,179.92)	4,506.59
2169	USCO022701	7000 F. BELLVIEW	GREENWOOD VILLAGE	USD	18.44	(18.44)	-
2169	USCO022801	155 SHERIDAN	LAKEWOOD	USD	8,453.69	(3,529.34)	4,924.35
2169	USCO022901	*3595 S TELLER, SUITE 305"	LITTLETON	USD	5.53	(5.53)	-
2169	USCO023101	*361 CENTENNIAL BLVD., 3RD FL"	LOUISVILLE	USD	59.01	(32.55)	26.46
2169	USCO023601	12000 NORTH PECOS STREET	WESTMINSTER	USD	-	-	-
2169	USCO023601	12000 NORTH PECOS STREET	WESTMINSTER	USD	-	-	-
2169	USCO023601	12000 NORTH PECOS STREET	WESTMINSTER	USD	-	-	-
2169	USCO023601	12000 NORTH PECOS STREET	WESTMINSTER	USD	-	-	-
2169	USCO023602	"12050 N. PECOS ST., STE 100"	WESTMINSTER	USD	-	-	-
2169	USCO023603	12110 NORTH PECOS STREET	WESTMINSTER	USD	-	-	-
2169	USCO023604	1499 WEST 121 STREET	WESTMINSTER	USD	312,271.72	(50,232.05)	262,039.67
2169	USCO023604	1499 WEST 121 STREET	WESTMINSTER	USD	6,894.87	(2,713.23)	4,181.64
2169	USCO023604	1499 WEST 121 STREET	WESTMINSTER	USD	7,594.36	(2,202.37)	5,391.99
2169	USCO023604	1499 WEST 121 STREET	WESTMINSTER	USD	9,629.16	(2,371.58)	7,257.58
2169	USCO023604	1499 WEST 121 STREET	WESTMINSTER	USD	2,286,596.29	(1,021,840.60)	1,264,755.69
2169	USCO023604	1499 WEST 121 STREET	WESTMINSTER	USD	4,055.39	(1,788.66)	2,266.73
2169	USCO023604	1499 WEST 121 STREET	WESTMINSTER	USD	151,144.61	(67,019.89)	84,124.72
2169	USCO023604	1499 WEST 121 STREET	WESTMINSTER	USD	31,512.00	(17,728.23)	13,783.77
2169	USCO023604	1499 WEST 121 STREET	WESTMINSTER	USD	64,140.00	(20,729.33)	43,410.67
2169	USCO023604	1499 WEST 121 STREET	WESTMINSTER	USD	148,354.95	(10,166.19)	138,188.76
2169	USCO023604	1499 WEST 121 STREET	WESTMINSTER	USD	-	-	-
2169	USCO023604	1499 WEST 121 STREET	WESTMINSTER	USD	-	-	-
2169	USCO023604	1499 WEST 121 STREET	WESTMINSTER	USD	-	-	-
2169	USCO023604	1499 WEST 121 STREET	WESTMINSTER	USD	-	-	-
2169	USCO023605	CTI	WESTMINSTER	USD	1,100.98	(472.23)	628.75
2169	USCO023605	CTI	WESTMINSTER	USD	1,973.26	(817.34)	1,155.92
2169	USCO023605	CTI	WESTMINSTER	USD	1,877.37	(712.43)	1,164.94
2169	USCO023605	CTI	WESTMINSTER	USD	6,799.45	(6,374.58)	424.87
2169	USCO023605	CTI	WESTMINSTER	USD	20,203.05	(17,088.21)	3,114.84
2169	USCO023605	CTI	WESTMINSTER	USD	433.38	(179.50)	253.88
2169	USCO023606	CTI-BUSINESS PROCESS	WESTMINSTER	USD	374.37	(310.92)	63.45
2169	USCO023606	CTI-BUSINESS PROCESS	WESTMINSTER	USD	555.10	(229.92)	325.18
2169	USCO023606	CTI-BUSINESS PROCESS	WESTMINSTER	USD	1,466.13	(1,128.44)	337.69
2169	USCO023606	CTI-BUSINESS PROCESS	WESTMINSTER	USD	278.47	(247.84)	30.63
2169	USCO023607	CTI-CENTRAL NATIONAL ACCOUNTS	WESTMINSTER	USD	34,878.79	(19,397.73)	15,481.06
2169	USCO023607	CTI-CENTRAL NATIONAL ACCOUNTS	WESTMINSTER	USD	23.97	(23.97)	-
2169	USCO023608	CTI-CORPORATE PLUS	WESTMINSTER	USD	603.04	(249.78)	353.26
2169	USCO023609	CTI-EXECUTIVE STAFF	WESTMINSTER	USD	73.77	(34.93)	38.84
2169	USCO023610	CTI-GA ACCOUNTING	WESTMINSTER	USD	-	-	-
2169	USCO023610	CTI-GA ACCOUNTING	WESTMINSTER	USD	125.40	(69.89)	55.51
2169	USCO023610	CTI-GA ACCOUNTING	WESTMINSTER	USD	-	-	-
2169	USCO023610	CTI-GA ACCOUNTING	WESTMINSTER	USD	693.41	(628.82)	64.59
2169	USCO023610	CTI-GA ACCOUNTING	WESTMINSTER	USD	-	-	-
2169	USCO023611	CTI-GA BUS ANALYSIS	WESTMINSTER	USD	678.66	(595.89)	82.77
2169	USCO023612	CTI-GA CCALL ADMIN	WESTMINSTER	USD	101.44	(56.08)	45.36
2169	USCO023612	CTI-GA CCALL ADMIN	WESTMINSTER	USD	350.40	(285.00)	65.40
2169	USCO023613	CTI-GA CCALL BILLING	WESTMINSTER	USD	1,751.96	(483.55)	1,268.41
2169	USCO023613	CTI-GA CCALL BILLING	WESTMINSTER	USD	-	-	-
2169	USCO023613	CTI-GA CCALL BILLING	WESTMINSTER	USD	221.27	(122.37)	98.90
2169	USCO023613	CTI-GA CCALL BILLING	WESTMINSTER	USD	748.77	(648.64)	100.13
2169	USCO023613	CTI-GA CCALL BILLING	WESTMINSTER	USD	-	-	-

TRADEMARK

REEL: 003737 FRAME: 0111

CoCd	Location	Street Address	City	Crcy	Current APC	Accumul. dep.	Curr.bk.val.
2169	USCO023614	CTI-GA FACILITIES	WESTMINSTER	USD	106,272.22	(39,292.20)	66,980.02
2169	USCO023614	CTI-GA FACILITIES	WESTMINSTER	USD	21,316.84	(14,744.30)	6,572.54
2169	USCO023614	CTI-GA FACILITIES	WESTMINSTER	USD	12,920.25	(6,877.64)	6,042.61
2169	USCO023614	CTI-GA FACILITIES	WESTMINSTER	USD	70.08	(38.73)	31.35
2169	USCO023614	CTI-GA FACILITIES	WESTMINSTER	USD	663.86	(576.86)	87.00
2169	USCO023614	CTI-GA FACILITIES	WESTMINSTER	USD	33.20	(27.57)	5.63
2169	USCO023614	CTI-GA FACILITIES	WESTMINSTER	USD	938.68	(938.68)	-
2169	USCO023614	CTI-GA FACILITIES	WESTMINSTER	USD	1,775.93	(893.86)	882.07
2169	USCO023615	CTI-GA GENERAL ADMIN	WESTMINSTER	USD	-	-	-
2169	USCO023615	CTI-GA GENERAL ADMIN	WESTMINSTER	USD	4,307.98	(2,401.93)	1,906.05
2169	USCO023615	CTI-GA GENERAL ADMIN	WESTMINSTER	USD	36,772.72	(20,003.68)	16,769.04
2169	USCO023615	CTI-GA GENERAL ADMIN	WESTMINSTER	USD	324.59	(290.64)	33.95
2169	USCO023615	CTI-GA GENERAL ADMIN	WESTMINSTER	USD	-	-	-
2169	USCO023616	CTI-GA HUMAN RESOURCES	WESTMINSTER	USD	66.39	(66.39)	-
2169	USCO023616	CTI-GA HUMAN RESOURCES	WESTMINSTER	USD	14.75	(8.16)	6.59
2169	USCO023616	CTI-GA HUMAN RESOURCES	WESTMINSTER	USD	-	-	-
2169	USCO023616	CTI-GA HUMAN RESOURCES	WESTMINSTER	USD	573.53	(558.97)	14.56
2169	USCO023616	CTI-GA HUMAN RESOURCES	WESTMINSTER	USD	2,489.63	(2,489.63)	-
2169	USCO023616	CTI-GA HUMAN RESOURCES	WESTMINSTER	USD	10,548.66	(3,879.07)	6,669.59
2169	USCO023617	CTI-HSG ENGINEERING	WESTMINSTER	USD	1,047.49	(829.65)	217.84
2169	USCO023617	CTI-HSG ENGINEERING	WESTMINSTER	USD	3,422.78	(2,322.16)	1,100.62
2169	USCO023617	CTI-HSG ENGINEERING	WESTMINSTER	USD	2,165.09	(1,908.31)	256.78
2169	USCO023617	CTI-HSG ENGINEERING	WESTMINSTER	USD	553.27	(553.27)	-
2169	USCO023618	CTI-IT ADMIN	WESTMINSTER	USD	966.34	(355.72)	610.62
2169	USCO023618	CTI-IT ADMIN	WESTMINSTER	USD	743.23	(681.06)	62.17
2169	USCO023618	CTI-IT ADMIN	WESTMINSTER	USD	81.14	(81.14)	-
2169	USCO023619	CTI-IT DEVELOP	WESTMINSTER	USD	8,306.14	(2,561.30)	5,744.84
2169	USCO023619	CTI-IT DEVELOP	WESTMINSTER	USD	3,122.18	(2,647.81)	474.37
2169	USCO023619	CTI-IT DEVELOP	WESTMINSTER	USD	34,246.26	(18,889.53)	15,356.73
2169	USCO023619	CTI-IT DEVELOP	WESTMINSTER	USD	27,675.48	(14,581.23)	13,094.25
2169	USCO023619	CTI-IT DEVELOP	WESTMINSTER	USD	94,359.17	(90,142.19)	4,216.98
2169	USCO023619	CTI-IT DEVELOP	WESTMINSTER	USD	35,801.00	(29,689.14)	6,111.86
2169	USCO023619	CTI-IT DEVELOP	WESTMINSTER	USD	1,123.10	(615.53)	507.57
2169	USCO023620	*CTI-IT NETWORK ENG, WESTMINST	WESTMINSTER	USD	45,838.73	(18,238.06)	27,600.67
2169	USCO023620	*CTI-IT NETWORK ENG, WESTMINST	WESTMINSTER	USD	55,826.73	(32,079.12)	23,747.61
2169	USCO023620	*CTI-IT NETWORK ENG, WESTMINST	WESTMINSTER	USD	1,338.87	(739.89)	598.98
2169	USCO023620	*CTI-IT NETWORK ENG, WESTMINST	WESTMINSTER	USD	202,988.14	(94,360.45)	108,627.69
2169	USCO023620	*CTI-IT NETWORK ENG, WESTMINST	WESTMINSTER	USD	17,912.49	(15,788.14)	2,124.35
2169	USCO023620	*CTI-IT NETWORK ENG, WESTMINST	WESTMINSTER	USD	7,699.41	(7,337.43)	361.98
2169	USCO023620	*CTI-IT NETWORK ENG, WESTMINST	WESTMINSTER	USD	11,900.44	(5,239.50)	6,660.94
2169	USCO023621	CTI-MARKETING	WESTMINSTER	USD	103.27	(48.89)	54.38
2169	USCO023621	CTI-MARKETING	WESTMINSTER	USD	575.37	(556.40)	18.97
2169	USCO023621	CTI-MARKETING	WESTMINSTER	USD	-	-	-
2169	USCO023622	CTI-MODULAR FURNITURE	WESTMINSTER	USD	2,050.72	(2,050.72)	-
2169	USCO023622	CTI-MODULAR FURNITURE	WESTMINSTER	USD	27,186.77	(15,242.45)	11,944.32
2169	USCO023622	CTI-MODULAR FURNITURE	WESTMINSTER	USD	188.10	(138.31)	49.79
2169	USCO023623	CTI-OPERATIONS CORP	WESTMINSTER	USD	444.45	(354.42)	90.03
2169	USCO023623	CTI-OPERATIONS CORP	WESTMINSTER	USD	-	-	-
2169	USCO023623	CTI-OPERATIONS CORP	WESTMINSTER	USD	485.02	(286.34)	198.68
2169	USCO023623	CTI-OPERATIONS CORP	WESTMINSTER	USD	-	-	-
2169	USCO023624	CTI-OPERATIONS ENHANCED	WESTMINSTER	USD	1,702.17	(936.97)	765.20
2169	USCO023624	CTI-OPERATIONS ENHANCED	WESTMINSTER	USD	3,507.61	(3,230.26)	277.35
2169	USCO023624	CTI-OPERATIONS ENHANCED	WESTMINSTER	USD	-	-	-
2169	USCO023624	CTI-OPERATIONS ENHANCED	WESTMINSTER	USD	278.49	(202.50)	75.99
2169	USCO023624	CTI-OPERATIONS ENHANCED	WESTMINSTER	USD	-	-	-
2169	USCO023624	CTI-OPERATIONS ENHANCED	WESTMINSTER	USD	228.67	(228.67)	-
2169	USCO023625	*CTI-OPERATIONS EVENT, WESTMIN	WESTMINSTER	USD	1,112.01	(577.12)	534.89
2169	USCO023625	*CTI-OPERATIONS EVENT, WESTMIN	WESTMINSTER	USD	6,452.75	(4,138.54)	2,314.21
2169	USCO023625	*CTI-OPERATIONS EVENT, WESTMIN	WESTMINSTER	USD	743.15	(416.62)	326.53
2169	USCO023625	*CTI-OPERATIONS EVENT, WESTMIN	WESTMINSTER	USD	2,318.31	(1,989.29)	329.02
2169	USCO023625	*CTI-OPERATIONS EVENT, WESTMIN	WESTMINSTER	USD	-	-	-
2169	USCO023625	*CTI-OPERATIONS EVENT, WESTMIN	WESTMINSTER	USD	317.20	(160.48)	156.72
2169	USCO023626	CTI-OPERATIONS FINANCE	WESTMINSTER	USD	418.63	(418.63)	-
2169	USCO023626	CTI-OPERATIONS FINANCE	WESTMINSTER	USD	392.83	(217.78)	175.05
2169	USCO023626	CTI-OPERATIONS FINANCE	WESTMINSTER	USD	1,936.38	(1,070.07)	866.31
2169	USCO023626	CTI-OPERATIONS FINANCE	WESTMINSTER	USD	2,880.60	(1,591.86)	1,288.74
2169	USCO023626	CTI-OPERATIONS FINANCE	WESTMINSTER	USD	581.02	(426.64)	154.38
2169	USCO023627	*CTI-OPERATIONS GLOBAL, WESTMI	WESTMINSTER	USD	3,684.65	(2,948.47)	736.18
2169	USCO023627	*CTI-OPERATIONS GLOBAL, WESTMI	WESTMINSTER	USD	1,300.13	(820.96)	479.17
2169	USCO023627	*CTI-OPERATIONS GLOBAL, WESTMI	WESTMINSTER	USD	20,394.72	(17,010.52)	3,384.20
2169	USCO023627	*CTI-OPERATIONS GLOBAL, WESTMI	WESTMINSTER	USD	1,323.99	(1,108.21)	215.78
2169	USCO023627	*CTI-OPERATIONS GLOBAL, WESTMI	WESTMINSTER	USD	-	-	-
2169	USCO023628	CTI-OPERATIONS MGMT POOL	WESTMINSTER	USD	-	-	-
2169	USCO023628	CTI-OPERATIONS MGMT POOL	WESTMINSTER	USD	-	-	-
2169	USCO023628	CTI-OPERATIONS MGMT POOL	WESTMINSTER	USD	2,581.57	(2,327.57)	254.00
2169	USCO023628	CTI-OPERATIONS MGMT POOL	WESTMINSTER	USD	79.30	(79.30)	-
2169	USCO023629	CTI-OPERATIONS NMC	WESTMINSTER	USD	2,000.92	(1,122.33)	878.59
2169	USCO023629	CTI-OPERATIONS NMC	WESTMINSTER	USD	29.45	(16.46)	12.99
2169	USCO023629	CTI-OPERATIONS NMC	WESTMINSTER	USD	2,989.40	(1,890.41)	1,098.99
2169	USCO023629	CTI-OPERATIONS NMC	WESTMINSTER	USD	1,798.06	(1,403.72)	394.34
2169	USCO023629	CTI-OPERATIONS NMC	WESTMINSTER	USD	-	-	-
2169	USCO023630	CTI-OPERATIONS POOL, WESTMINST	WESTMINSTER	USD	562.47	(169.36)	393.11
2169	USCO023630	CTI-OPERATIONS POOL, WESTMINST	WESTMINSTER	USD	2,281.22	(1,615.59)	665.63
2169	USCO023630	CTI-OPERATIONS POOL, WESTMINST	WESTMINSTER	USD	230.52	(127.39)	103.13
2169	USCO023630	CTI-OPERATIONS POOL, WESTMINST	WESTMINSTER	USD	34,135.60	(19,929.78)	14,205.82
2169	USCO023630	CTI-OPERATIONS POOL, WESTMINST	WESTMINSTER	USD	6,517.25	(5,330.65)	1,186.60
2169	USCO023630	CTI-OPERATIONS POOL, WESTMINST	WESTMINSTER	USD	3,725.27	(3,222.35)	502.92
2169	USCO023630	CTI-OPERATIONS POOL, WESTMINST	WESTMINSTER	USD	416.78	(172.64)	244.14
2169	USCO023631	CTI-OPERATIONS PROJ MGMT	WESTMINSTER	USD	1,246.66	(691.12)	555.54
2169	USCO023631	CTI-OPERATIONS PROJ MGMT	WESTMINSTER	USD	634.39	(541.16)	93.23
2169	USCO023631	CTI-OPERATIONS PROJ MGMT	WESTMINSTER	USD	1,182.12	(653.26)	528.86
2169	USCO023631	CTI-OPERATIONS PROJ MGMT	WESTMINSTER	USD	1,370.22	(1,187.58)	182.64
2169	USCO023631	CTI-OPERATIONS PROJ MGMT	WESTMINSTER	USD	-	-	-
2169	USCO023632	CTI-OPERATIONS SONATA	WESTMINSTER	USD	250.81	(250.81)	41.58

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CoCd	Location	Street Address	City	Crcy	Current APC	Accumul. dep.	Curr.bk.val.
2169	USCO023632	CTI-OPERATIONS SONATA	WESTMINSTER	USD	5,467.71	(4,630.04)	837.67
2169	USCO023632	CTI-OPERATIONS SONATA	WESTMINSTER	USD	9.22	(9.22)	-
2169	USCO023633	CTI-OPERATIONS TRAINING	WESTMINSTER	USD	1,294.61	(712.63)	581.98
2169	USCO023633	CTI-OPERATIONS TRAINING	WESTMINSTER	USD	352.23	(313.78)	38.45
2169	USCO023633	CTI-OPERATIONS TRAINING	WESTMINSTER	USD	62.67	(34.73)	27.94
2169	USCO023633	CTI-OPERATIONS TRAINING	WESTMINSTER	USD	2,869.54	(1,631.13)	1,238.41
2169	USCO023633	CTI-OPERATIONS TRAINING	WESTMINSTER	USD	1,132.30	(1,007.55)	124.75
2169	USCO023633	CTI-OPERATIONS TRAINING	WESTMINSTER	USD	-	-	-
2169	USCO023633	CTI-OPERATIONS TRAINING	WESTMINSTER	USD	-	-	-
2169	USCO023634	*CTI-OPERATIONS WHOLESALE, WES	WESTMINSTER	USD	816.98	(496.69)	320.29
2169	USCO023634	*CTI-OPERATIONS WHOLESALE, WES	WESTMINSTER	USD	14,742.31	(9,013.14)	5,729.17
2169	USCO023634	*CTI-OPERATIONS WHOLESALE, WES	WESTMINSTER	USD	191.79	(149.78)	42.01
2169	USCO023634	*CTI-OPERATIONS WHOLESALE, WES	WESTMINSTER	USD	-	-	-
2169	USCO023635	CTI-SALES	WESTMINSTER	USD	599.38	(599.38)	-
2169	USCO023636	CTI-SALES ACCT SUPPORT	WESTMINSTER	USD	33.21	(18.36)	14.85
2169	USCO023636	CTI-SALES ACCT SUPPORT	WESTMINSTER	USD	136.43	(75.52)	60.91
2169	USCO023636	CTI-SALES ACCT SUPPORT	WESTMINSTER	USD	5.52	(3.09)	2.43
2169	USCO023636	CTI-SALES ACCT SUPPORT	WESTMINSTER	USD	1,263.31	(1,027.46)	235.85
2169	USCO023637	CTI-SALES ADMIN	WESTMINSTER	USD	2,924.85	(1,669.02)	1,255.83
2169	USCO023637	CTI-SALES ADMIN	WESTMINSTER	USD	523.74	(289.43)	234.31
2169	USCO023637	CTI-SALES ADMIN	WESTMINSTER	USD	852.00	(722.90)	129.10
2169	USCO023637	CTI-SALES ADMIN	WESTMINSTER	USD	-	-	-
2169	USCO023637	CTI-SALES ADMIN	WESTMINSTER	USD	516.37	(285.35)	231.02
2169	USCO023638	CTI-SALES COMMUNICATIONS CONS.	WESTMINSTER	USD	387.27	(337.48)	49.79
2169	USCO023638	CTI-SALES COMMUNICATIONS CONS.	WESTMINSTER	USD	49.79	(27.51)	22.28
2169	USCO023638	CTI-SALES COMMUNICATIONS CONS.	WESTMINSTER	USD	110.67	(66.23)	44.44
2169	USCO023638	CTI-SALES COMMUNICATIONS CONS.	WESTMINSTER	USD	-	-	-
2169	USCO023639	CTI-SALES DIST PROD	WESTMINSTER	USD	99.59	(31.05)	68.54
2169	USCO023639	CTI-SALES DIST PROD	WESTMINSTER	USD	154.91	(154.91)	-
2169	USCO023640	*CTI-SALES EAST DIV, WESTMINST	WESTMINSTER	USD	-	-	-
2169	USCO023640	*CTI-SALES EAST DIV, WESTMINST	WESTMINSTER	USD	9.22	(5.11)	4.11
2169	USCO023640	*CTI-SALES EAST DIV, WESTMINST	WESTMINSTER	USD	754.28	(754.28)	-
2169	USCO023640	*CTI-SALES EAST DIV, WESTMINST	WESTMINSTER	USD	-	-	-
2169	USCO023641	CTI-SALES MARCOM	WESTMINSTER	USD	42.41	(23.84)	18.57
2169	USCO023642	CTI-SALES MARKETING	WESTMINSTER	USD	1,089.91	(607.47)	482.44
2169	USCO023642	CTI-SALES MARKETING	WESTMINSTER	USD	289.42	(160.33)	129.09
2169	USCO023642	CTI-SALES MARKETING	WESTMINSTER	USD	-	-	-
2169	USCO023642	CTI-SALES MARKETING	WESTMINSTER	USD	599.37	(479.80)	119.57
2169	USCO023642	CTI-SALES MARKETING	WESTMINSTER	USD	-	-	-
2169	USCO023643	CTI-SALES NATIONAL	WESTMINSTER	USD	195.48	(162.35)	33.13
2169	USCO023644	CTI-SALES NATIONAL ACCTS SVCS	WESTMINSTER	USD	-	-	-
2169	USCO023644	CTI-SALES NATIONAL ACCTS SVCS	WESTMINSTER	USD	647.32	(618.99)	28.33
2169	USCO023645	CTI-SALES SERVICES	WESTMINSTER	USD	368.84	(338.95)	29.89
2169	USCO023646	*CTI-SALES WEST DIV, WESTMINST	WESTMINSTER	USD	-	-	-
2169	USCO023646	*CTI-SALES WEST DIV, WESTMINST	WESTMINSTER	USD	1.84	(1.03)	0.81
2169	USCO023646	*CTI-SALES WEST DIV, WESTMINST	WESTMINSTER	USD	545.88	(524.88)	21.00
2169	USCO023647	CTI-SALES WHOLESALE MARKETING	WESTMINSTER	USD	254.50	(211.36)	43.14
2169	USCO023647	CTI-SALES WHOLESALE MARKETING	WESTMINSTER	USD	433.37	(375.23)	58.14
2169	USCO023648	CTI-SERVICE MANAGEMENT	WESTMINSTER	USD	4,855.70	(1,813.30)	3,042.40
2169	USCO023648	CTI-SERVICE MANAGEMENT	WESTMINSTER	USD	22,880.49	(22,144.40)	736.09
2169	USCO023648	CTI-SERVICE MANAGEMENT	WESTMINSTER	USD	1,051.16	(886.14)	165.02
2169	USCO023649	CTI-SONATA CERTIFICATION	WESTMINSTER	USD	193.64	(160.82)	32.82
2169	USCO023649	CTI-SONATA CERTIFICATION	WESTMINSTER	USD	1,220.84	(674.65)	546.19
2169	USCO023649	CTI-SONATA CERTIFICATION	WESTMINSTER	USD	105.12	(105.12)	-
2169	USCO023650	HOME USE EQUIPMENT	WESTMINSTER	USD	-	-	-
2169	USCO023650	HOME USE EQUIPMENT	WESTMINSTER	USD	-	-	-
2169	USCO023651	VIDEO OPERATIONS, WESTMINSTER	WESTMINSTER	USD	719.22	(264.78)	454.44
2169	USCO023651	VIDEO OPERATIONS, WESTMINSTER	WESTMINSTER	USD	70,759.12	(37,438.87)	33,320.25
2169	USCO023651	VIDEO OPERATIONS, WESTMINSTER	WESTMINSTER	USD	1,176.56	(997.15)	199.41
2169	USCO023651	VIDEO OPERATIONS, WESTMINSTER	WESTMINSTER	USD	508.99	(508.99)	-
2169	USCO023701	4725 INDEPENDENCE ST	WHEAT RIDGE	USD	553.26	(203.48)	349.78
2169	USCT023802	60 MAIN STREET	BRIDGEPORT	USD	36.88	(17.43)	19.45
2169	USCT023901	25 SPRING LANE	FARMINGTON	USD	180.73	(85.46)	95.27
2169	USCT024001	*ONE GREENWICH PLAZA, 1ST FLOO	GREENWICH	USD	197.33	(72.57)	124.76
2169	USCT024002	37 BROOKSIDE DRIVE	GREENWICH	USD	276.63	(101.74)	174.89
2169	USCT024101	185 ASYLUM ST.	HARTFORD	USD	44.26	(20.92)	23.34
2169	USCT024201	*350 GEORGE STREET, 3RD FLOOR"	NEW HAVEN	USD	18.44	(18.44)	-
2169	USCT024202	2 BREWERY STREET	NEW HAVEN	USD	11.07	(6.11)	4.96
2169	USCT024301	26 WASHINGTON STREET	NEW LONDON	USD	215.77	(188.81)	26.96
2169	USCT024301	26 WASHINGTON STREET	NEW LONDON	USD	20,875.19	(5,719.23)	15,155.96
2169	USCT024401	*18 MARSHALL AVENUE, POLE 1023	NORWALK	USD	11.07	(6.11)	4.96
2169	USCT024501	1800 SILAS DEANS HIGHWAY	ROCKY HILL	USD	60.86	(60.86)	-
2169	USCT024601	4 ARMSTRONG RD BLDG 2 3RD FL	SHELTON	USD	-	-	-
2169	USCT024601	4 ARMSTRONG RD BLDG 2 3RD FL	SHELTON	USD	-	-	-
2169	USCT024601	4 ARMSTRONG RD BLDG 2 3RD FL	SHELTON	USD	-	-	-
2169	USCT024701	*777 LONGRIDGE RD, 3RD FLOOR"	STAMFORD	USD	1.84	(1.84)	-
2169	USCT024702	1351 WASHINGTON BLVD	STAMFORD	USD	1.84	(1.84)	-
2169	USCT024703	655 WASHINGTON BLVD. SUITE 800	STAMFORD	USD	29.51	(29.51)	-
2169	USCT024705	CHERRY STREET	STAMFORD	USD	11.07	(6.11)	4.96
2169	USCT024706	3 LANDMARK SQUARE	STAMFORD	USD	199.17	(94.16)	105.01
2169	USCT024801	3191 BROADBRIDGE AVE	STRATFORD	USD	123.56	(62.05)	61.51
2169	USCT025101	43 DANBURY ROAD	WILTON	USD	29.51	(29.51)	-
2169	USCT025102	KENT & DANBURY ROAD	WILTON	USD	213.92	(99.29)	114.63
2169	USDC025201	*1133 21ST STREET, SUITE 550"	WASHINGTON	USD	713.69	(262.43)	451.26
2169	USDC025202	*1200 "H" STREET NW"	WASHINGTON	USD	9,355.48	(2,211.63)	7,143.85
2169	USDC025202	*1200 "H" STREET NW"	WASHINGTON	USD	126,030.68	(47,841.11)	78,189.57
2169	USDC025203	*1220 "L" STREET NW"	WASHINGTON	USD	258,937.49	(74,958.42)	183,979.07
2169	USDC025203	*1220 "L" STREET NW"	WASHINGTON	USD	121,054.17	(34,014.21)	87,039.96
2169	USDC025203	*1220 "L" STREET NW"	WASHINGTON	USD	403.88	(148.50)	255.38
2169	USDC025203	*1220 "L" STREET NW"	WASHINGTON	USD	645.47	(616.87)	28.60
2169	USDC025203	*1220 "L" STREET NW"	WASHINGTON	USD	4,448.14	(1,734.45)	2,713.69
2169	USDC025203	*1220 "L" STREET NW"	WASHINGTON	USD	257,292.53	(60,381.73)	196,910.80
2169	USDC025203	*1220 "L" STREET NW"	WASHINGTON	USD	3,448.62	(1,266.72)	2,181.90
2169	USDC025203	*1220 "L" STREET NW"	WASHINGTON	USD	68,476.93	(10,690.47)	57,786.46
2169	USDC025203	*1220 "L" STREET NW"	WASHINGTON	USD	1,268.79	(637.48)	671.61

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CoCd	Location	Street Address	City	Crev	Current APC	Accumul. dep.	Curr.bk.val.
2169	USDC025203	"1220 ""L"" STREET NW"	WASHINGTON	USD	7,712.33	(5,488.24)	2,224.09
2169	USDC025203	"1220 ""L"" STREET NW"	WASHINGTON	USD	12,757.89	(1,104.53)	11,653.36
2169	USDC025203	"1220 ""L"" STREET NW"	WASHINGTON	USD	6,883,597.72	(1,740,781.17)	5,142,816.55
2169	USDC025203	"1220 ""L"" STREET NW"	WASHINGTON	USD	-	-	-
2169	USDC025203	"1220 ""L"" STREET NW"	WASHINGTON	USD	-	-	-
2169	USDC025203	"1220 ""L"" STREET NW"	WASHINGTON	USD	-	-	-
2169	USDC025203	"1220 ""L"" STREET NW"	WASHINGTON	USD	516,005.58	-	516,005.58
2169	USDC025205	1601 MASSACHUSETTS AVE. N. W.	WASHINGTON	USD	1.84	(0.68)	1.16
2169	USDC025206	1717 'K' STREET N.W.	WASHINGTON	USD	160.44	(59.01)	101.43
2169	USDC025207	1990 'M' STREET N.W. STE 500	WASHINGTON	USD	-	-	-
2169	USDC025207	1990 'M' STREET N.W. STE 500	WASHINGTON	USD	-	-	-
2169	USDC025207	1990 'M' STREET N.W. STE 500	WASHINGTON	USD	-	-	-
2169	USDC025207	1990 'M' STREET N.W. STE 500	WASHINGTON	USD	3.68	(3.68)	-
2169	USDC025207	1990 'M' STREET N.W. STE 500	WASHINGTON	USD	-	-	-
2169	USDC025207	1990 'M' STREET N.W. STE 500	WASHINGTON	USD	-	-	-
2169	USDC025208	2000 'M' STREET NW LOWER LEVEL	WASHINGTON	USD	2,434.31	(2,434.31)	-
2169	USDC025208	2000 'M' STREET NW LOWER LEVEL	WASHINGTON	USD	11.06	(11.06)	-
2169	USDC025208	2000 'M' STREET NW LOWER LEVEL	WASHINGTON	USD	-	-	-
2169	USDC025208	2000 'M' STREET NW LOWER LEVEL	WASHINGTON	USD	1,735.36	(1,638.91)	96.45
2169	USDC025209	2021 'L' STREET NW	WASHINGTON	USD	100,980.00	(47,139.82)	53,840.18
2169	USDC025209	2021 'L' STREET NW	WASHINGTON	USD	6,343.96	(2,999.40)	3,344.56
2169	USDC025209	2021 'L' STREET NW	WASHINGTON	USD	-	-	-
2169	USDC025210	"2055 ""L"" STREET"	WASHINGTON	USD	13,940.10	(3,407.68)	10,532.42
2169	USDC025210	"2055 ""L"" STREET"	WASHINGTON	USD	8,271.11	(3,041.55)	5,229.56
2169	USDC025211	2100 'M' STREET NW SUITE 306	WASHINGTON	USD	1.84	(1.84)	-
2169	USDC025212	"2233 WISCONSIN AVE., STE 215"	WASHINGTON	USD	60.86	(33.56)	27.30
2169	USDC025213	600 NEW HAMPSHIRE AV STE 100	WASHINGTON	USD	1.84	(1.84)	-
2169	USDC025214	601 PENNSYLVANIA AVE	WASHINGTON	USD	655,519.98	(196,390.11)	459,129.87
2169	USDC025214	601 PENNSYLVANIA AVE	WASHINGTON	USD	-	-	-
2169	USDC025215	730 12TH STREET NW	WASHINGTON	USD	20,197.36	(4,883.38)	15,313.98
2169	USDC025215	730 12TH STREET NW	WASHINGTON	USD	8,073.79	(2,968.99)	5,104.80
2169	USDC025216	"901 15TH STREET N.W., RM 1100	WASHINGTON	USD	1.84	(1.84)	-
2169	USDC025217	"WASHINGTON, DC"	WASHINGTON	USD	1.84	(1.84)	-
2169	USDC025217	"WASHINGTON, DC"	WASHINGTON	USD	-	-	-
2169	USDC025218	WDC-MB LEVEL 3-FIBER/CONDUIT	WASHINGTON	USD	1,177,251.92	(299,300.06)	877,951.86
2169	USDE025301	817 NEW CHURCHMAN'S ROAD	NEW CASTLE	USD	27.66	(27.66)	-
2169	USDE025401	RT 113 MASON DIXON CTR	SELBYVILLE	USD	3.69	(3.05)	0.64
2169	USFL025701	"435 DOUGLAS AVE E, STE 2105"	ALTAMONTE SPRING	USD	6,126.33	(3,388.03)	2,738.30
2169	USFL025801	4800 N FEDERAL HWY STE 200-D	BOCA RATON	USD	1,709.56	(1,414.48)	295.08
2169	USFL025801	4800 N FEDERAL HWY STE 200-D	BOCA RATON	USD	88.52	(88.52)	-
2169	USFL025801	4800 N FEDERAL HWY STE 200-D	BOCA RATON	USD	-	-	-
2169	USFL025801	4800 N FEDERAL HWY STE 200-D	BOCA RATON	USD	18.44	(18.44)	-
2169	USFL025802	3785 N FEDERAL HIGHWAY	BOCA RATON	USD	125.40	(69.17)	56.23
2169	USFL025803	1600 SOUTH DIXIE HWY.	BOCA RATON	USD	3.68	(3.06)	0.62
2169	USFL025804	500 N.E. SPANISH RIVER BLVD	BOCA RATON	USD	86.68	(71.72)	14.96
2169	USFL025805	2266 N. DIXIE HIGHWAY	BOCA RATON	USD	105.12	(57.98)	47.14
2169	USFL025806	2501 N. MILITARY TRAIL	BOCA RATON	USD	1,342.50	(483.72)	858.78
2169	USFL025901	400 N PARSON AVE	BRANDON	USD	22.13	(22.13)	-
2169	USFL026101	1326 CAPE CORAL PKWY	CAPE CORAL	USD	7.37	(7.37)	-
2169	USFL026201	"267 LIVEOAKS BLVD, BLD 6 ST20	CASSELBERRY	USD	86.68	(57.38)	29.30
2169	USFL026501	16088 US HWY 19	CLEARWATER	USD	114.34	(72.64)	41.70
2169	USFL026502	"16100 FAIRCHILD, SUITE A104"	CLEARWATER	USD	689.72	(380.45)	309.27
2169	USFL026503	16805 US HIGHWAY 19	CLEARWATER	USD	317.20	(238.14)	79.06
2169	USFL026504	2050 US 19TH STE 328	CLEARWATER	USD	114.34	(63.08)	51.26
2169	USFL026505	"2325 ULMERTON ROAD, STE 16"	CLEARWATER	USD	105.12	(57.98)	47.14
2169	USFL026506	26750 US 19 NORTH STE 302	CLEARWATER	USD	1.84	(1.84)	-
2169	USFL026507	"600 CLEVELAND ST, 8TH FLR"	CLEARWATER	USD	121.72	(80.56)	41.16
2169	USFL026508	"611 DRUID ROAD, STE. 715"	CLEARWATER	USD	132.78	(62.79)	69.99
2169	USFL026601	"610 CHEMSTRAND RD, SWITCH ROO	CONTONMENT	USD	212.08	(77.98)	134.10
2169	USFL026701	9621 W SAMPLE RD	CORAL SPRINGS	USD	5.52	(4.90)	0.62
2169	USFL026702	"9480 W SAMPLE RD, 5THFL,STE50	CORAL SPRINGS	USD	5.53	(5.53)	-
2169	USFL026801	7320 GRIFFIN ROAD SUITE 105	DAVIE	USD	27.66	(27.66)	-
2169	USFL027002	10000-DAYTONA BEACH-FRONTIER	DAYTONA BEACH	USD	7,704.95	(3,187.54)	4,517.41
2169	USFL027003	149 RIDGEWOOD AVE.	DAYTONA BEACH	USD	135,826.10	(36,805.19)	99,020.91
2169	USFL027003	149 RIDGEWOOD AVE.	DAYTONA BEACH	USD	49,467.42	(4,375.34)	45,092.08
2169	USFL027003	149 RIDGEWOOD AVE.	DAYTONA BEACH	USD	5,420.02	(4,312.08)	1,107.94
2169	USFL027003	149 RIDGEWOOD AVE.	DAYTONA BEACH	USD	12.91	(4.75)	8.16
2169	USFL027003	149 RIDGEWOOD AVE.	DAYTONA BEACH	USD	4,169.68	(1,349.74)	2,819.94
2169	USFL027003	149 RIDGEWOOD AVE.	DAYTONA BEACH	USD	-	-	-
2169	USFL027003	149 RIDGEWOOD AVE.	DAYTONA BEACH	USD	-	-	-
2169	USFL027301	CTI-SALES WHOLESAL	FT MEYERS	USD	51.64	(45.99)	5.65
2169	USFL027303	1500 SEABOARD STREET	FT MEYERS	USD	16,912.90	(4,274.63)	12,638.27
2169	USFL027303	1500 SEABOARD STREET	FT MEYERS	USD	2,535.74	(657.03)	1,878.71
2169	USFL027304	1550 SEABOARD STREET	FT MEYERS	USD	23,402.54	(5,532.37)	17,870.17
2169	USFL027304	1550 SEABOARD STREET	FT MEYERS	USD	3,691.54	(807.45)	2,884.09
2169	USFL027304	1550 SEABOARD STREET	FT MEYERS	USD	169,810.65	(37,142.25)	132,668.40
2169	USFL027402	113 & 115 NW 2ND STREET	FT. LAUDERDALE	USD	140,985.07	(38,230.48)	102,754.59
2169	USFL027402	113 & 115 NW 2ND STREET	FT. LAUDERDALE	USD	149.38	(54.94)	94.44
2169	USFL027402	113 & 115 NW 2ND STREET	FT. LAUDERDALE	USD	5,665.29	(4,659.72)	1,005.57
2169	USFL027402	113 & 115 NW 2ND STREET	FT. LAUDERDALE	USD	5,482.73	(2,034.97)	3,447.76
2169	USFL027403	1620 W OAKLAND	FT. LAUDERDALE	USD	31.35	(31.35)	-
2169	USFL027404	2121 S FEDERAL HWY	FT. LAUDERDALE	USD	106.96	(70.79)	36.17
2169	USFL027406	"500 CYPRESS ROAD, SUITE 170"	FT. LAUDERDALE	USD	15,030.00	(3,553.08)	11,476.92
2169	USFL027407	6363 N.W. 6TH WAY	FT. LAUDERDALE	USD	1.84	(1.84)	-
2169	USFL027408	915 MIDDLE RIVER DRIVE	FT. LAUDERDALE	USD	704.48	(291.44)	413.04
2169	USFL027409	ONE E. BROWARD BLVD STE 900	FT. LAUDERDALE	USD	-	-	-
2169	USFL027409	ONE E. BROWARD BLVD STE 900	FT. LAUDERDALE	USD	-	-	-
2169	USFL027409	ONE E. BROWARD BLVD STE 900	FT. LAUDERDALE	USD	-	-	-
2169	USFL027409	ONE E. BROWARD BLVD STE 900	FT. LAUDERDALE	USD	-	-	-
2169	USFL027501	7502 SYMMES ROAD	GIBSONTON	USD	88.52	(58.59)	29.93
2169	USFL027801	"1101 GULF BREEZE PKWY, STE 10	GULF BREEZE	USD	103.27	(56.95)	46.32
2169	USFL027701	1452 E HALLANDALE BEACH BLVD	HALLANDALE	USD	7.37	(6.75)	0.62
2169	USFL028201	"4313 HOLLYWOOD BLVD,STE68 2FL	HOLLYWOOD	USD	84.83	(56.15)	28.68
2169	USFL028202	6100 HOLLYWOOD BLVD.	HOLLYWOOD	USD	206.55	(113.93)	92.62
2169	USFL028203	2025 TAFT STREET	HOLLYWOOD	USD	12,781.33	(1,895.42)	10,885.91

TRADEMARK

REEL: 003737 FRAME: 0114

CoCd	Location	Street Address	City	Crev	Current APC	Accumul. dep.	Curr.bk.val.
2169	USMA047701	"CTI-NETWORK SERVICES, LITTL	LITTLETON	USD	38.73	(38.73)	-
2169	USMA047801	800 SOUTH MAIN ST SUITE 200	MANSFIELD	USD	-	-	-
2169	USMA047801	800 SOUTH MAIN ST SUITE 200	MANSFIELD	USD	-	-	-
2169	USMA047801	800 SOUTH MAIN ST SUITE 200	MANSFIELD	USD	-	-	-
2169	USMA047901	"28 LORD RD, SUITE 205"	MARLBORO	USD	71.92	(47.61)	24.31
2169	USMA048001	94 WELLS AVE. 1ST FLOOR	NEWTON	USD	118.03	(78.13)	39.90
2169	USMA048002	"CTI-SALES EAST DIV, NEWTON"	NEWTON	USD	-	-	-
2169	USMA048101	1776 HERITAGE DRIVE	NORTH QUINCY	USD	5,384.98	(1,980.22)	3,404.76
2169	USMA048201	"306 WASHINGTON STREET,2ND FLR	NORWELL	USD	75.61	(52.75)	22.86
2169	USMA048301	100 RIVER RIDGE DR SUITE 104	NORWOOD	USD	57.17	(47.30)	9.87
2169	USMA048401	3 CENTENNIAL DRIVE	PEABODY	USD	177.04	(94.01)	83.03
2169	USMA048501	561 FOREST AVE	PORTLAND	USD	81.14	(53.71)	27.43
2169	USMA048601	17 HERBERT ST.	SOMERVILLE	USD	6,229.39	(2,282.92)	3,946.47
2169	USMA048701	1441 MAIN STREET 2ND FLOOR	SPRINGFIELD	USD	9,194.80	(2,410.09)	6,784.71
2169	USMA048701	1441 MAIN STREET 2ND FLOOR	SPRINGFIELD	USD	-	-	-
2169	USMA048701	1441 MAIN STREET 2ND FLOOR	SPRINGFIELD	USD	162.29	(76.72)	85.57
2169	USMA048702	65 INDUSTRY AVE	SPRINGFIELD	USD	92.21	(61.03)	31.18
2169	USMA048704	66 INDUSTRY DRIVE	SPRINGFIELD	USD	263.71	(96.98)	166.73
2169	USMA048801	9 GLENDALE ROAD	STOCKBRIDGE	USD	682.34	(250.93)	431.41
2169	USMA048901	58 DAY ST.	W. SOMERVILLE	USD	40.57	(26.85)	13.72
2169	USMA049001	411 WAVERLY OAKS DR.	WALTHAM	USD	9.22	(9.22)	-
2169	USMA049002	20 SEYON STREET	WALTHAM	USD	759.80	(179.61)	580.19
2169	USMA049101	"1700 RESEARCH DR, STE 100"	WESTBOROUGH	USD	55.33	(36.63)	18.70
2169	USMA049102	600 FRIBERG PARKWAY	WESTBOROUGH	USD	5,348.10	(1,966.65)	3,381.45
2169	USMA049302	65 TOWER OFFICE PARK 1ST FLOOR	WOBURN	USD	38.73	(25.64)	13.09
2169	USMA049303	181 NEW BOSTON STREET	WOBURN	USD	81.14	(53.71)	27.43
2169	USMA049304	45 INDUSTRIAL HIGHWAY	WOBURN	USD	28,912.47	(5,703.29)	23,209.18
2169	USMA049304	45 INDUSTRIAL HIGHWAY	WOBURN	USD	378.06	(168.27)	209.79
2169	USMD049501	TEN E. BALTIMORE ST.	BALTIMORE	USD	591.98	(217.69)	374.29
2169	USMD049502	"1829 REISTERSTOWN RD, STE 210	BALTIMORE	USD	368.83	(152.58)	216.25
2169	USMD049503	8101 PULASKI HIGHWAY SUITE F	BALTIMORE	USD	9,412.66	(3,490.64)	5,922.02
2169	USMD049504	1430 DESOTO RD.	BALTIMORE	USD	149.38	(123.60)	25.78
2169	USMD049504	1430 DESOTO RD.	BALTIMORE	USD	276.62	(183.10)	93.52
2169	USMD049506	1705 WHITEHEAD ROAD	BALTIMORE	USD	3,896.74	(1,432.95)	2,463.79
2169	USMD049507	BAL-MB LEVEL 3-FIBER/CONDUIT	BALTIMORE	USD	48,870.55	(12,441.64)	36,428.91
2169	USMD049508	2434 WEST BELVEDERE BLVD.	BALTIMORE	USD	630.70	(231.93)	398.77
2169	USMD049602	"CTI-SALES EAST DIV, BETHESDA"	BETHESDA	USD	64.52	(58.07)	6.45
2169	USMD049701	802 WOOKS RD	CAMBRIDGE	USD	3.69	(3.05)	0.64
2169	USMD049801	25 KENT TOWN CENTER	CHESTER	USD	3.69	(3.05)	0.64
2169	USMD049901	7100 BALTIMORE AVENUE STE 100	COLLEGE PARK	USD	9.22	(7.63)	1.59
2169	USMD050001	7142 COLUMBIA GATEWAY DR.	COLUMBIA	USD	18.44	(18.44)	-
2169	USMD050101	555 QUINCE ORCHARD RD	GATHERSBURG	USD	11.06	(11.06)	-
2169	USMD050201	7442 B & A BLVD.	GLEN BURNIE	USD	46.10	(21.79)	24.31
2169	USMD050202	7491 B & A BLVD.	GLEN BURNIE	USD	46.10	(21.79)	24.31
2169	USMD050301	10945 MCCORMICK ROAD	HUNT VALLEY	USD	311.66	(114.61)	197.05
2169	USMD050401	"1400 MCCORMICK DR, STE 200"	LANDOVER	USD	31.36	(31.36)	-
2169	USMD050501	4500 FORBES ROAD	LANHAM	USD	59.01	(59.01)	-
2169	USMD050601	320 MAIN STREET	LAUREL	USD	260.02	(143.44)	116.58
2169	USMD050801	116 SOUTH BLVD	SALISBURY	USD	3.69	(3.05)	0.64
2169	USMD050901	574 RITCHEE HIGHWAY	SEVERNA PARK	USD	3.69	(3.05)	0.64
2169	USMD051001	8730 GEORGIA AVENUE	SILVER SPRINGS	USD	802.21	(663.74)	138.47
2169	USMD051002	8484 GEORGIA AVENUE	SILVER SPRINGS	USD	27.66	(15.26)	12.40
2169	USMD051101	9690 DEERCO RD SUITE 310	TIMONIUM	USD	-	-	-
2169	USMD051101	9690 DEERCO RD SUITE 310	TIMONIUM	USD	-	-	-
2169	USMD051101	9690 DEERCO RD SUITE 310	TIMONIUM	USD	-	-	-
2169	USMD051101	9690 DEERCO RD SUITE 310	TIMONIUM	USD	-	-	-
2169	USME051201	145 NORTH STREET	CALAIS	USD	182.57	(67.14)	115.43
2169	USME051301	1000 BRUNSWICK AVE	GARDINIES	USD	79.30	(52.49)	26.81
2169	USME051401	"729 MAIN STREET, LEWISTON"	LEWISTON	USD	68.23	(56.45)	11.78
2169	USME051402	10 FALCON ROAD	LEWISTON	USD	116.18	(42.72)	73.46
2169	USME051501	153 US ROUTE 1	SCARBOROUGH	USD	60.86	(40.28)	20.58
2169	USME051602	48 ATLANTIC PLACE	SOUTH PORTLAND	USD	35.04	(35.04)	-
2169	USMI051701	1615 PLYMOUTH RD	ANN ARBOR	USD	77.46	(64.09)	13.37
2169	USMI051701	1615 PLYMOUTH RD	ANN ARBOR	USD	-	-	-
2169	USMI051801	175 MAIN STREET	BATTLE CREEK	USD	1,266.95	(419.31)	847.64
2169	USMI051901	100 EAST HART STREET	BAY CITY	USD	256.34	(212.09)	44.25
2169	USMI051901	100 EAST HART STREET	BAY CITY	USD	-	-	-
2169	USMI052001	30300 TELEGRAPH ROAD	BINGHAM FARMS	USD	-	-	-
2169	USMI052001	30300 TELEGRAPH ROAD	BINGHAM FARMS	USD	-	-	-
2169	USMI052001	30300 TELEGRAPH ROAD	BINGHAM FARMS	USD	-	-	-
2169	USMI052001	30300 TELEGRAPH ROAD	BINGHAM FARMS	USD	-	-	-
2169	USMI052001	30300 TELEGRAPH ROAD	BINGHAM FARMS	USD	-	-	-
2169	USMI052001	30300 TELEGRAPH ROAD	BINGHAM FARMS	USD	-	-	-
2169	USMI052001	30300 TELEGRAPH ROAD	BINGHAM FARMS	USD	-	-	-
2169	USMI052001	30300 TELEGRAPH ROAD	BINGHAM FARMS	USD	-	-	-
2169	USMI052002	30700 TELEGRAPH RD.	BINGHAM FARMS	USD	-	-	-
2169	USMI052101	109 RANDOLPH STREET	BROOKLYN	USD	-	-	-
2169	USMI052201	16100 ANDOVER	DEARBORN	USD	-	-	-
2169	USMI052301	"1249 WASHINGTON BLV.#18387508	DETROIT	USD	105.12	(57.98)	47.14
2169	USMI052301	"1249 WASHINGTON BLV.#18387508	DETROIT	USD	3,891.20	(1,430.90)	2,460.30
2169	USMI052302	"660 PLAZA DR., #2160"	DETROIT	USD	309.82	(128.18)	181.64
2169	USMI052303	1860 GRATIOT	DETROIT	USD	114.34	(42.04)	72.30
2169	USMI052304	WILLIAMS TELECOMMUNICATION	DETROIT	USD	-	-	-
2169	USMI052305	7650 WEST CHICAGO	DETROIT	USD	-	-	-
2169	USMI052305	7650 WEST CHICAGO	DETROIT	USD	1,899.50	(1,797.01)	102.49
2169	USMI052306	5664 COMMERCIAL STREET	DETROIT	USD	1,550.00	(5.27)	1,544.73
2169	USMI052306	5664 COMMERCIAL STREET	DETROIT	USD	2,230.63	(481.97)	1,748.66
2169	USMI052306	5664 COMMERCIAL STREET	DETROIT	USD	-	-	-
2169	USMI052306	5664 COMMERCIAL STREET	DETROIT	USD	-	-	-
2169	USMI052307	12330 JOS CAMPAU	DETROIT	USD	276.63	(101.74)	174.89
2169	USMI052308	444 MICHIGAN AVENUE	DETROIT	USD	4,831.73	(1,142.21)	3,689.52
2169	USMI052308	444 MICHIGAN AVENUE	DETROIT	USD	6,884.30	(2,848.27)	4,036.03
2169	USMI052309	DET-MB LEVEL 3-FIBER/CONDUIT	DETROIT	USD	528,359.97	(134,319.01)	394,040.96
2169	USMI052309	DET-MB LEVEL 3-FIBER/CONDUIT	DETROIT	USD	3,090.82	-	1,954.21

TRADEMARK

REEL: 003737 FRAME: 0121

CoCd	Location	Street Address	City	Crcy	Current APC	Accumul. dep.	Curr.bk.val.
2169	USMI052401	302 W ANN ARBOR RD	DURAND	USD	5.52	(4.88)	0.64
2169	USMI052501	31700 MIDDLEBELT	FARMINGTON HILLS	USD	387.27	(158.73)	228.54
2169	USMI052502	*28104 ORCHARD LAKE RD, STE 15	FARMINGTON HILLS	USD	70.08	(33.13)	36.95
2169	USMI052601	2001 SOUTH GRAND TRAVERSE	FLINT	USD	-	-	-
2169	USMI052802	209 GRAHAM	GRAND RAPIDS	USD	-	-	-
2169	USMI052802	209 GRAHAM	GRAND RAPIDS	USD	-	-	-
2169	USMI052802	209 GRAHAM	GRAND RAPIDS	USD	-	-	-
2169	USMI052802	209 GRAHAM	GRAND RAPIDS	USD	-	-	-
2169	USMI052802	209 GRAHAM	GRAND RAPIDS	USD	3.69	(3.69)	-
2169	USMI052803	2215 29TH STREET	GRAND RAPIDS	USD	7.37	(7.37)	-
2169	USMI052804	1900 CHICAGO DRIVE	GRAND RAPIDS	USD	20.29	(20.29)	-
2169	USMI052805	2700 29TH STREET SE	GRAND RAPIDS	USD	193.64	(106.81)	86.83
2169	USMI052806	131 CALEDONIA NE	GRAND RAPIDS	USD	385.43	(212.61)	172.82
2169	USMI052807	5976 CLAY AVE.	GRAND RAPIDS	USD	213.92	(101.14)	112.78
2169	USMI052808	529 32ND STREET SE	GRAND RAPIDS	USD	106.96	(50.57)	56.39
2169	USMI052809	6000 CLAY AVE.	GRAND RAPIDS	USD	14.75	(6.98)	7.77
2169	USMI052810	*4829 EAST BELTLINE AVE, N.E.*	GRAND RAPIDS	USD	70.08	(33.13)	36.95
2169	USMI052811	*3777 SPARKS DRIVE, STE. 109*	GRAND RAPIDS	USD	317.20	(116.64)	200.56
2169	USMI052812	400 ANN ST. NW	GRAND RAPIDS	USD	129.09	(47.46)	81.63
2169	USMI052901	91 MANCHESTER	HIGHLAND PARK	USD	-	-	-
2169	USMI052901	91 MANCHESTER	HIGHLAND PARK	USD	-	-	-
2169	USMI052901	91 MANCHESTER	HIGHLAND PARK	USD	3.68	(3.04)	0.64
2169	USMI053001	N 3602 NORTH U.S. 2	IRON MOUNTAIN	USD	165.97	(83.70)	82.27
2169	USMI053002	1901 N STEPHENSON AVE	IRON MOUNTAIN	USD	101.43	(55.95)	45.48
2169	USMI053101	170 W. NORTH	JACKSON	USD	1,359.15	(1,124.56)	234.59
2169	USMI053103	209 E. WASHINGTON AVENUE	JACKSON	USD	503.46	(185.13)	318.33
2169	USMI053201	303 MILLS STREET	KALAMAZOO	USD	-	-	-
2169	USMI053301	3680 44TH SE	KENTWOOD	USD	18.44	(18.44)	-
2169	USMI053302	4405 44TH STREET SE	KENTWOOD	USD	167.82	(77.31)	90.51
2169	USMI053401	940 LONG BLVD. SUITE #1	LANSING	USD	5.52	(4.90)	0.62
2169	USMI053402	*6810 S. CEDAR, STE 10*	LANSING	USD	339.33	(190.49)	148.84
2169	USMI053501	*CTI-SALES EAST DIV, LIVONIA*	LIVONIA	USD	57.17	(57.17)	-
2169	USMI053502	11820 GLOBE	LIVONIA	USD	1.84	(1.84)	-
2169	USMI053503	31500 SCHOOLCRAFT ROAD	LIVONIA	USD	106.96	(59.00)	47.96
2169	USMI053601	1000 JEFFERSON AVE.	MIDLAND	USD	-	-	-
2169	USMI053701	21800 HAGGERTY RD.	NORTHVILLE	USD	7.37	(7.37)	-
2169	USMI053801	324 SAGINAW	PONTIAC	USD	59.02	(59.02)	-
2169	USMI053901	3777 LAPEER ROAD SOUTH	PORT HURON	USD	110.65	(45.77)	64.88
2169	USMI054001	16230 13 MILE RD	ROSEVILLE	USD	5.53	(5.53)	-
2169	USMI054101	*26622 WOODWARD AVE., SUITE 20	ROYAL OAK	USD	256.34	(94.25)	162.09
2169	USMI054201	315 MERIDITH	SAGINAW	USD	29.51	(29.51)	-
2169	USMI054301	100 GALLERIA SUITE 414	SOUTHFIELD	USD	39,293.75	(9,831.06)	29,462.69
2169	USMI054301	100 GALLERIA SUITE 414	SOUTHFIELD	USD	6,983.54	(97.58)	6,885.96
2169	USMI054301	100 GALLERIA SUITE 414	SOUTHFIELD	USD	3,391.44	(1,591.63)	1,799.81
2169	USMI054301	100 GALLERIA SUITE 414	SOUTHFIELD	USD	7,793.49	(3,116.16)	4,677.33
2169	USMI054301	100 GALLERIA SUITE 414	SOUTHFIELD	USD	805.90	(666.80)	139.10
2169	USMI054301	100 GALLERIA SUITE 414	SOUTHFIELD	USD	163,520.57	(60,538.91)	102,981.66
2169	USMI054301	100 GALLERIA SUITE 414	SOUTHFIELD	USD	57,600.00	-	57,600.00
2169	USMI054301	100 GALLERIA SUITE 414	SOUTHFIELD	USD	-	-	-
2169	USMI054302	*17117 W.NINE MILE RD, STE. 80	SOUTHFIELD	USD	217.61	(102.89)	114.72
2169	USMI054303	18000 WEST NINE MILE RD.	SOUTHFIELD	USD	224.99	(82.74)	142.25
2169	USMI054304	20 OAK HOLLOW	SOUTHFIELD	USD	66,615.13	(18,356.16)	48,258.97
2169	USMI054304	20 OAK HOLLOW	SOUTHFIELD	USD	8,411.07	(1,705.27)	6,705.80
2169	USMI054304	20 OAK HOLLOW	SOUTHFIELD	USD	19,123.39	(15,366.22)	3,757.17
2169	USMI054304	20 OAK HOLLOW	SOUTHFIELD	USD	36,592.06	(26,783.84)	9,808.22
2169	USMI054304	20 OAK HOLLOW	SOUTHFIELD	USD	51,005.56	(16,288.85)	34,716.71
2169	USMI054304	20 OAK HOLLOW	SOUTHFIELD	USD	1,135,616.36	(438,536.23)	697,080.13
2169	USMI054304	20 OAK HOLLOW	SOUTHFIELD	USD	1,267,097.05	(899,681.32)	367,415.73
2169	USMI054304	20 OAK HOLLOW	SOUTHFIELD	USD	140,358.03	(88,106.45)	52,251.58
2169	USMI054304	20 OAK HOLLOW	SOUTHFIELD	USD	-	-	-
2169	USMI054304	20 OAK HOLLOW	SOUTHFIELD	USD	77,454.04	(32,347.19)	45,106.85
2169	USMI054304	20 OAK HOLLOW	SOUTHFIELD	USD	-	-	-
2169	USMI054304	20 OAK HOLLOW	SOUTHFIELD	USD	-	-	-
2169	USMI054304	20 OAK HOLLOW	SOUTHFIELD	USD	72,633.30	-	72,633.30
2169	USMI054304	20 OAK HOLLOW	SOUTHFIELD	USD	-	-	-
2169	USMI054304	20 OAK HOLLOW	SOUTHFIELD	USD	85,351.20	-	85,351.20
2169	USMI054305	200 GALLERIA	SOUTHFIELD	USD	602,471.53	(169,596.26)	432,875.27
2169	USMI054305	200 GALLERIA	SOUTHFIELD	USD	90,472.34	(9,619.11)	80,853.23
2169	USMI054305	200 GALLERIA	SOUTHFIELD	USD	201.01	(73.93)	127.08
2169	USMI054305	200 GALLERIA	SOUTHFIELD	USD	4,710.04	(1,266.75)	3,443.29
2169	USMI054305	200 GALLERIA	SOUTHFIELD	USD	334,110.73	(193,034.77)	141,075.96
2169	USMI054305	200 GALLERIA	SOUTHFIELD	USD	101,463.13	(38,100.81)	63,362.32
2169	USMI054305	200 GALLERIA	SOUTHFIELD	USD	1,101,443.53	(273,787.81)	827,655.72
2169	USMI054305	200 GALLERIA	SOUTHFIELD	USD	536,153.09	(298,663.64)	237,489.45
2169	USMI054305	200 GALLERIA	SOUTHFIELD	USD	3,702,777.47	(2,125,514.93)	1,577,262.54
2169	USMI054305	200 GALLERIA	SOUTHFIELD	USD	370,766.02	(155,088.00)	215,678.02
2169	USMI054305	200 GALLERIA	SOUTHFIELD	USD	10,374,168.98	(846,241.97)	9,527,927.01
2169	USMI054305	200 GALLERIA	SOUTHFIELD	USD	33,304.90	(13,704.55)	19,600.35
2169	USMI054305	200 GALLERIA	SOUTHFIELD	USD	11,229,455.49	(4,666,194.75)	6,563,260.74
2169	USMI054305	200 GALLERIA	SOUTHFIELD	USD	35,000.00	-	35,000.00
2169	USMI054305	200 GALLERIA	SOUTHFIELD	USD	1,650.00	-	1,650.00
2169	USMI054305	200 GALLERIA	SOUTHFIELD	USD	-	-	-
2169	USMI054305	200 GALLERIA	SOUTHFIELD	USD	92,618.72	-	92,618.72
2169	USMI054305	200 GALLERIA	SOUTHFIELD	USD	-	-	-
2169	USMI054305	200 GALLERIA	SOUTHFIELD	USD	-	-	-
2169	USMI054305	200 GALLERIA	SOUTHFIELD	USD	-	-	-
2169	USMI054305	200 GALLERIA	SOUTHFIELD	USD	288,708.18	-	288,708.18
2169	USMI054305	200 GALLERIA	SOUTHFIELD	USD	(71,303.60)	-	(71,303.60)
2169	USMI054305	200 GALLERIA	SOUTHFIELD	USD	5,000,000.00	-	5,000,000.00
2169	USMI054306	21500 MELROSE AVE FL-1	SOUTHFIELD	USD	199.17	(94.16)	105.01
2169	USMI054307	23000 WEST EIGHT MILE ROAD	SOUTHFIELD	USD	57.17	(31.54)	25.63
2169	USMI054308	24450 EVERGREEN SUITE 204	SOUTHFIELD	USD	7.37	(7.37)	-
2169	USMI054309	24725 W 12 MILE RD SUITE 200	SOUTHFIELD	USD	291.38	(116.46)	174.92
2169	USMI054309	24725 W 12 MILE RD SUITE 200	SOUTHFIELD	USD	1,174.75	(106.25)	288.99

TRADEMARK

CoCd	Location	Street Address	City	Crcy	Current APC	Accumul.dep.	Curr.bk.val.
2169	USMO057901	309 SOUTH 9TH STREET	COLUMBUS	USD	57.17	(37.84)	19.33
2169	USMO058001	*9705 WATSON RD, ROOM 300"	CRESTWOOD	USD	234.21	(129.18)	105.03
2169	USMO058101	301 DUCK ROAD	GRANDVIEW	USD	241.59	(133.27)	108.32
2169	USMO058201	"109 VIRGINIA, 4TH FLOOR"	HANNIBAL	USD	960.81	(459.80)	501.01
2169	USMO058301	RT 1 BOX 706 POB E	HARRISONVILLE	USD	1.84	(1.84)	-
2169	USMO058301	RT 1 BOX 706 POB E	HARRISONVILLE	USD	20.28	(18.38)	1.90
2169	USMO058401	*587 S.MCDONNELL BLVD, BASEMEN	HAZELWOOD	USD	2,651.92	(921.37)	1,730.55
2169	USMO058501	1100 MAIN STREET	KANSAS CITY	USD	565,188.36	(151,165.42)	414,022.94
2169	USMO058501	1100 MAIN STREET	KANSAS CITY	USD	74,620.26	(30,390.53)	44,229.73
2169	USMO058501	1100 MAIN STREET	KANSAS CITY	USD	210.24	(77.31)	132.93
2169	USMO058501	1100 MAIN STREET	KANSAS CITY	USD	43,871.00	(32,586.67)	11,284.33
2169	USMO058501	1100 MAIN STREET	KANSAS CITY	USD	1,445.83	(563.31)	882.52
2169	USMO058501	1100 MAIN STREET	KANSAS CITY	USD	1,864,864.06	(774,085.55)	1,090,778.51
2169	USMO058501	1100 MAIN STREET	KANSAS CITY	USD	1,259.55	(1,137.34)	122.21
2169	USMO058501	1100 MAIN STREET	KANSAS CITY	USD	3,054.88	(1,064.33)	1,990.55
2169	USMO058501	1100 MAIN STREET	KANSAS CITY	USD	66,016.33	(8,565.34)	57,450.99
2169	USMO058501	1100 MAIN STREET	KANSAS CITY	USD	65,465.37	(35,147.58)	30,317.79
2169	USMO058501	1100 MAIN STREET	KANSAS CITY	USD	25,266.74	(9,310.63)	15,956.11
2169	USMO058501	1100 MAIN STREET	KANSAS CITY	USD	4,984,587.84	(1,802,751.04)	3,181,836.80
2169	USMO058501	1100 MAIN STREET	KANSAS CITY	USD	-	-	-
2169	USMO058501	1100 MAIN STREET	KANSAS CITY	USD	-	-	-
2169	USMO058501	1100 MAIN STREET	KANSAS CITY	USD	91,330.00	-	91,330.00
2169	USMO058501	1100 MAIN STREET	KANSAS CITY	USD	127,853.25	-	127,853.25
2169	USMO058501	1100 MAIN STREET	KANSAS CITY	USD	-	-	-
2169	USMO058502	127 WEST 10TH ST	KANSAS CITY	USD	-	-	-
2169	USMO058502	127 WEST 10TH ST	KANSAS CITY	USD	-	-	-
2169	USMO058502	127 WEST 10TH ST	KANSAS CITY	USD	123.55	(106.36)	17.19
2169	USMO058502	127 WEST 10TH ST	KANSAS CITY	USD	-	-	-
2169	USMO058502	127 WEST 10TH ST	KANSAS CITY	USD	130,301.09	(62,888.06)	67,413.03
2169	USMO058503	1301 W. 25TH ST.	KANSAS CITY	USD	14.75	(5.42)	9.33
2169	USMO058504	1303 SWIFT DRIVE	KANSAS CITY	USD	1,999.08	(736.30)	1,262.78
2169	USMO058505	3100 BROADWAY STE 1300	KANSAS CITY	USD	14.75	(14.75)	-
2169	USMO058506	324 E. 11TH ST. SUITE 110	KANSAS CITY	USD	440.74	(222.34)	218.40
2169	USMO058507	4153 BROADWAY	KANSAS CITY	USD	5.53	(5.53)	-
2169	USMO058508	5950 N. OAK TRAFFIC WAY 201	KANSAS CITY	USD	110.65	(61.03)	49.62
2169	USMO058509	6110 DERAMUS AVE.	KANSAS CITY	USD	1389.12	(160.98)	228.14
2169	USMO058510	612 WEST 47TH STREET	KANSAS CITY	USD	108.81	(82.00)	26.81
2169	USMO058511	615 W 39TH STREET	KANSAS CITY	USD	29.51	(29.51)	-
2169	USMO058512	7235 CENTRAL	KANSAS CITY	USD	81.14	(53.71)	27.43
2169	USMO058513	7920 WARD PARKWAY SUITE 100	KANSAS CITY	USD	70.08	(60.72)	9.36
2169	USMO058514	*8900 WARD PARKWAY, SUITE 150"	KANSAS CITY	USD	182.57	(67.14)	115.43
2169	USMO058601	*22993 PROFESSIONAL LANE, STE	LEBANON	USD	374.37	(195.16)	179.21
2169	USMO058701	2450 ADIE ROAD	MARYLAND HEIGHTS	USD	46.10	(38.14)	7.96
2169	USMO058702	*13801 RIVERPORT DR, SUITE 200	MARYLAND HEIGHTS	USD	119.87	(79.34)	40.53
2169	USMO058801	820 ATLANTIC	N. KANSAS CITY	USD	9.22	(7.63)	1.59
2169	USMO058802	*320 ARMOR RD, STE 210"	N. KANSAS CITY	USD	405.72	(134.27)	271.45
2169	USMO058901	101 S. HANLEY	ST LOUIS	USD	79.30	(52.49)	26.81
2169	USMO058903	1452 WARSON ROAD NORTH	ST LOUIS	USD	202.86	(83.93)	118.93
2169	USMO058904	1709 WASHINGTON	ST LOUIS	USD	3.68	(3.68)	-
2169	USMO058905	2921 S BRENTWOOD	ST LOUIS	USD	77.46	(68.54)	8.92
2169	USMO058906	300 BILTMORE DR	ST LOUIS	USD	5.53	(5.53)	-
2169	USMO058907	4530 WOODSON	ST LOUIS	USD	27.66	(27.66)	-
2169	USMO058908	4550 GUSTIME AVE	ST LOUIS	USD	12.91	(10.41)	2.50
2169	USMO058909	4700 LE BOURGET DR.	ST LOUIS	USD	77.46	(51.27)	26.19
2169	USMO058910	5105 BROWN AVENUE	ST LOUIS	USD	212.08	(77.98)	134.10
2169	USMO058911	511 WITHERS AVENUE	ST LOUIS	USD	696,838.13	(180,893.29)	515,944.84
2169	USMO058911	511 WITHERS AVENUE	ST LOUIS	USD	19,733.66	(5,167.05)	14,566.61
2169	USMO058911	511 WITHERS AVENUE	ST LOUIS	USD	9,121.28	(3,414.90)	5,706.38
2169	USMO058911	511 WITHERS AVENUE	ST LOUIS	USD	22,539.69	(3,637.68)	18,902.01
2169	USMO058911	511 WITHERS AVENUE	ST LOUIS	USD	216.15	(142.37)	73.78
2169	USMO058911	511 WITHERS AVENUE	ST LOUIS	USD	4,582.32	(1,759.00)	2,823.32
2169	USMO058911	511 WITHERS AVENUE	ST LOUIS	USD	12.91	(4.75)	8.16
2169	USMO058911	511 WITHERS AVENUE	ST LOUIS	USD	21,103.75	(5,781.85)	15,321.90
2169	USMO058911	511 WITHERS AVENUE	ST LOUIS	USD	4,186.27	(989.63)	3,196.64
2169	USMO058911	511 WITHERS AVENUE	ST LOUIS	USD	1,238,956.89	(497,377.59)	741,579.30
2169	USMO058911	511 WITHERS AVENUE	ST LOUIS	USD	-	-	-
2169	USMO058911	511 WITHERS AVENUE	ST LOUIS	USD	-	-	-
2169	USMO058912	6501 HALL	ST LOUIS	USD	1.84	(1.84)	-
2169	USMO058913	717 OFFICE PARKWAY	ST LOUIS	USD	2,308.92	(804.77)	1,504.15
2169	USMO058914	900 WALNUT	ST LOUIS	USD	-	-	-
2169	USMO058914	900 WALNUT	ST LOUIS	USD	-	-	-
2169	USMO058914	900 WALNUT	ST LOUIS	USD	-	-	-
2169	USMO058915	ONE MERCHANTILE CTR SUITE 2310	ST LOUIS	USD	523.74	(362.89)	160.85
2169	USMO058915	ONE MERCHANTILE CTR SUITE 2310	ST LOUIS	USD	617.82	(549.86)	67.96
2169	USMO058915	ONE MERCHANTILE CTR SUITE 2310	ST LOUIS	USD	206.53	(206.53)	-
2169	USMO058915	ONE MERCHANTILE CTR SUITE 2310	ST LOUIS	USD	-	-	-
2169	USMO058917	STL-MB LEVEL 3-FIBER/CONDUIT	ST LOUIS	USD	5,027.44	(419.83)	4,607.61
2169	USMO058917	STL-MB LEVEL 3-FIBER/CONDUIT	ST LOUIS	USD	8,649.16	(2,201.93)	6,447.23
2169	USMO059001	1 MID RIVERS MALL DR	ST. PETERS	USD	223.14	(147.70)	75.44
2169	USMS059301	310 ABBY CT	BILOXI	USD	12.91	(8.54)	4.37
2169	USMS059401	1290 W GOVERNMENT	BRANDON	USD	12.91	(8.54)	4.37
2169	USMS059501	15235 O'NEAL ROAD	GULFPORT	USD	18.44	(12.21)	6.23
2169	USMS059701	7101 N TULANE RD	HORN LAKE	USD	12.91	(8.54)	4.37
2169	USMS059801	700 SOUTHWEST STREET	JACKSON	USD	1,737.20	(379.98)	1,357.22
2169	USMS059801	700 SOUTHWEST STREET	JACKSON	USD	55,373.05	(12,111.61)	43,261.44
2169	USMS059802	751 GLENCROSS RD	JACKSON	USD	12.91	(8.54)	4.37
2169	USMS059803	100 BYRAM DR	JACKSON	USD	12.91	(8.54)	4.37
2169	USMS059804	10000-JACKSON-WILLIAMS	JACKSON	USD	11.04	(4.02)	7.02
2169	USMS059805	111 E. CAPITOL STREET	JACKSON	USD	-	-	-
2169	USMS059806	*1307 AIRPORT ROAD N, SUITE 2C	JACKSON	USD	217.61	(80.02)	137.59
2169	USMS060101	715 RICE RD	RIDGELAND	USD	12.91	(8.54)	4.37
2169	USMS060301	11 KELLY CREEK ROAD	SEINARY	USD	7,686.51	(3,179.92)	4,506.59
2169	USMS060501	7230 HIGHWAY 61 N	WALLS	USD	12.91	(8.54)	4.37
2169	USMT060601	550 S 24TH ST WEST	BILLINGS	USD	7,789.78	-	5,777.78

TRADEMARK

REEL: 003737 FRAME: 0124

CoCd	Location	Street Address	City	Crcy	Current APC	Accumul. dep.	Curr.bk.val.
2169	USMT060601	550 S 24TH ST WEST	BILLINGS	USD	36,508.00	(6,372.75)	30,135.25
2169	USMT060601	550 S 24TH ST WEST	BILLINGS	USD	8,161.30	(4,215.87)	3,945.43
2169	USMT060601	550 S 24TH ST WEST	BILLINGS	USD	34,631.71	(33,684.75)	946.96
2169	USMT060601	550 S 24TH ST WEST	BILLINGS	USD	14,109.75	(9,113.84)	4,995.91
2169	USMT060601	550 S 24TH ST WEST	BILLINGS	USD	8,190.00	(40.39)	8,149.61
2169	USMT060601	550 S 24TH ST WEST	BILLINGS	USD	8,392.83	(7,053.37)	1,339.46
2169	USMT060601	550 S 24TH ST WEST	BILLINGS	USD	92,594.91	(42,259.21)	50,335.70
2169	USMT060601	550 S 24TH ST WEST	BILLINGS	USD	2,495,433.34	(1,287,817.49)	1,207,615.85
2169	USMT060601	550 S 24TH ST WEST	BILLINGS	USD	-	-	-
2169	USMT060601	550 S 24TH ST WEST	BILLINGS	USD	-	-	-
2169	USMT060601	550 S 24TH ST WEST	BILLINGS	USD	-	-	-
2169	USMT060601	550 S 24TH ST WEST	BILLINGS	USD	-	-	-
2169	USMT060602	222 N 32ND STREET SUITE 902	BILLINGS	USD	4,352.24	(1,200.35)	3,151.89
2169	USMT060602	222 N 32ND STREET SUITE 902	BILLINGS	USD	149.38	(82.40)	66.98
2169	USMT060602	222 N 32ND STREET SUITE 902	BILLINGS	USD	64.54	(57.53)	7.01
2169	USMT060602	222 N 32ND STREET SUITE 902	BILLINGS	USD	5,813,657.35	(1,460,844.99)	4,352,812.36
2169	USMT060602	222 N 32ND STREET SUITE 902	BILLINGS	USD	26,564.68	(9,633.15)	16,931.53
2169	USMT060602	222 N 32ND STREET SUITE 902	BILLINGS	USD	793,784.37	(18,031.39)	775,752.98
2169	USMT060602	222 N 32ND STREET SUITE 902	BILLINGS	USD	-	-	-
2169	USMT060603	900 FIRST AVENUE NORTH	BILLINGS	USD	326.42	(216.98)	109.44
2169	USMT060701	66 WEST PARK SUITE 302	BUTTE	USD	44.26	(36.62)	7.64
2169	USMT060801	"2210 N COOK, SUITE 2"	HELENA	USD	47.95	(39.68)	8.27
2169	USNC061101	"55 JEWELERS PARK DR. CARY"	CARY	USD	27,588.49	(12,176.41)	15,412.08
2169	USNC061203	4822 ALBEMARLA ROAD	CHARLOTTE	USD	84.83	(70.18)	14.65
2169	USNC061204	709 W. 4TH STREET	CHARLOTTE	USD	8,247.14	(3,636.15)	4,610.99
2169	USNC061204	709 W. 4TH STREET	CHARLOTTE	USD	-	-	-
2169	USNC061204	709 W. 4TH STREET	CHARLOTTE	USD	-	-	-
2169	USNC061205	7517 ORR ROAD	CHARLOTTE	USD	130.94	(61.91)	69.03
2169	USNC061206	"701 EAST TRADE STREET, SUITE	CHARLOTTE	USD	145,661.89	(39,796.67)	105,865.22
2169	USNC061206	"701 EAST TRADE STREET, SUITE	CHARLOTTE	USD	8,748.59	(1,723.36)	7,025.23
2169	USNC061206	"701 EAST TRADE STREET, SUITE	CHARLOTTE	USD	15,253.10	(10,954.71)	4,298.39
2169	USNC061206	"701 EAST TRADE STREET, SUITE	CHARLOTTE	USD	97.74	(35.94)	61.80
2169	USNC061206	"701 EAST TRADE STREET, SUITE	CHARLOTTE	USD	394.65	(326.52)	68.13
2169	USNC061206	"701 EAST TRADE STREET, SUITE	CHARLOTTE	USD	1,527.44	(491.01)	1,036.43
2169	USNC061206	"701 EAST TRADE STREET, SUITE	CHARLOTTE	USD	4,394.64	(52.50)	4,342.14
2169	USNC061206	"701 EAST TRADE STREET, SUITE	CHARLOTTE	USD	102,817.10	(40,134.54)	62,682.56
2169	USNC061206	"701 EAST TRADE STREET, SUITE	CHARLOTTE	USD	-	-	-
2169	USNC061207	9405 D. DUCKS LANE STE. A	CHARLOTTE	USD	359.61	(132.25)	227.36
2169	USNC061301	6330 CLEMENTINE DRIVE	CLEMMONS	USD	47.95	(26.44)	21.51
2169	USNC061401	4000 PIEDMONT SUITE 332	GREENSBORO	USD	68.23	(46.92)	21.31
2169	USNC061401	4000 PIEDMONT SUITE 332	GREENSBORO	USD	247.14	(247.14)	-
2169	USNC061401	4000 PIEDMONT SUITE 332	GREENSBORO	USD	9.22	(9.22)	-
2169	USNC061401	4000 PIEDMONT SUITE 332	GREENSBORO	USD	-	-	-
2169	USNC061402	7605-A BUSINESS PARKWAY	GREENSBORO	USD	619.14	(188.60)	430.54
2169	USNC061403	115 W. FLORIDA STREET	GREENSBORO	USD	3,608.74	(180.73)	3,428.01
2169	USNC061403	115 W. FLORIDA STREET	GREENSBORO	USD	7,443.09	(3,529.54)	3,913.55
2169	USNC061404	"GLOBAL CENTER, GREENSBORO"	GREENSBORO	USD	311.66	(68.77)	242.89
2169	USNC061601	827 HERMAN COURT	HIGH POINT	USD	219.46	(105.79)	113.67
2169	USNC061701	128 BRANCHWOOD SHOPPING CENTER	JACKSONVILLE	USD	59.01	(32.55)	26.46
2169	USNC061702	1203 C. HARGETT STREET	JACKSONVILLE	USD	265.56	(125.57)	139.99
2169	USNC061901	NORTEL - RALEIGH	RALEIGH	USD	30,050.78	(14,711.52)	15,339.26
2169	USNC061901	NORTEL - RALEIGH	RALEIGH	USD	127.25	(105.68)	21.57
2169	USNC061902	115 NORTH HARRINGTON STREET	RALEIGH	USD	204.70	(169.37)	35.33
2169	USNC061902	115 NORTH HARRINGTON STREET	RALEIGH	USD	3,430.15	(1,261.38)	2,168.77
2169	USNC061903	"3100 SMOKETREE CT., SUITE 100	RALEIGH	USD	223.13	(73.05)	150.08
2169	USNC061904	6131 FALLS OF NEUSE RD.	RALEIGH	USD	704.47	(259.05)	445.42
2169	USNC062101	"500 SHEPARD, SUITE 210"	WINSTON SALEM	USD	29.51	(29.51)	-
2169	USND062201	203 4TH STREET	DEVILS LAKE	USD	132.78	(109.85)	22.93
2169	USND062301	1400 14TH ST	NORTH OAKS	USD	42.42	(28.07)	14.35
2169	USNE062401	"231 SOUTH 9TH, STE. 100"	BLAIR	USD	435.22	(205.77)	229.45
2169	USNE062501	302 E 2ND ST	CHADRON	USD	68.23	(45.16)	23.07
2169	USNE062701	10330 REGENCY PARKWAY SUI 202	OMAHA	USD	-	-	-
2169	USNE062701	10330 REGENCY PARKWAY SUI 202	OMAHA	USD	-	-	-
2169	USNE062701	10330 REGENCY PARKWAY SUI 202	OMAHA	USD	-	-	-
2169	USNE062702	"OMAHA, NE"	OMAHA	USD	134.62	(118.39)	16.23
2169	USNE062702	"OMAHA, NE"	OMAHA	USD	7,441.17	(694.71)	6,746.46
2169	USNE062702	"OMAHA, NE"	OMAHA	USD	-	-	-
2169	USNE062703	10004 SOUTH 15 2ND STREET	OMAHA	USD	355.93	(130.89)	225.04
2169	USNE062801	405 W. DOUGLAS	O'NEILL	USD	204.70	(112.91)	91.79
2169	USNE063101	202 NORTH MAIN STREET	VALENTINE	USD	282.16	(186.76)	95.40
2169	USNH063201	116 S RIVER ROAD BLDG C	BEDFORD	USD	2,215.55	(461.32)	1,754.23
2169	USNH063201	116 S RIVER ROAD BLDG C	BEDFORD	USD	5.53	(5.53)	-
2169	USNH063301	1 RFD STEELHILL RD	LACONIA	USD	1.84	(1.84)	-
2169	USNH063501	"835 HANOVER, ROOM 104"	MANCHESTER	USD	36.88	(36.88)	-
2169	USNH063602	"9 CONGRESS STREET, 1ST FLOOR"	NASHUA	USD	171.51	(85.30)	86.21
2169	USNH063701	65 LAFAYETTE ROAD	NORTH HAMPTON	USD	461.05	(306.40)	154.65
2169	USNH063801	270 WEST ROAD	PORTSMOUTH	USD	12.91	(12.91)	-
2169	USNH063901	"1 STILES ROAD, SUITE 305"	SALEM	USD	1.84	(1.84)	-
2169	USNH063902	CTECH	SALEM	USD	129.09	(129.09)	-
2169	USNH063903	4 NORTHWESTERN BLVD	SALEM	USD	3.69	(3.05)	0.64
2169	USNH063904	87 STILES ROAD	SALEM	USD	82.99	(54.94)	28.05
2169	USNJ064001	"575 N MAIN STREET, SUITE #3"	BARNGAT	USD	29.51	(29.51)	-
2169	USNJ064101	"74 BRICK BLVD., STE. 112"	BRICKTOWN	USD	44.26	(24.42)	19.84
2169	USNJ064201	ONE CHERRY HILL SUITE 700	CHERRY HILL	USD	501.62	(346.68)	154.94
2169	USNJ064301	"60 WALNUT AVE, ROOM 100"	CLARK	USD	29.51	(29.51)	-
2169	USNJ064401	300 KNICKERBOCKER ROAD	CRESSKILL	USD	27.66	(27.66)	-
2169	USNJ064501	50 HOBOKEN ROAD	EAST RUTHERFORD	USD	57.17	(57.17)	-
2169	USNJ064601	201 MEADOW ROAD FLR 2	EDISON	USD	5.53	(5.53)	-
2169	USNJ064602	RARITAN PLAZA II	EDISON	USD	182.57	(67.14)	115.43
2169	USNJ064701	"999 WEST MAIN STREET, 2ND FLR	FREEHOLD	USD	-	-	-
2169	USNJ064801	200 PARK PLACE	FLORHAM PARK	USD	4,689.62	(1,270.87)	3,418.75
2169	USNJ064801	200 PARK PLACE	FLORHAM PARK	USD	12,614.13	(2,981.97)	9,632.16
2169	USNJ064801	200 PARK PLACE	FLORHAM PARK	USD	98,618.92	(10,701.78)	87,917.14
2169	USNJ064801	200 PARK PLACE	FLORHAM PARK	USD	2,572.65	(797.68)	1,865.27

TRADEMARK

REEL: 003737 FRAME: 0125

CoCd	Location	Street Address	City	Crev	Current APC	Accumul. dep.	Curr.bk.val.
2169	USNJ066701	100 PLAZA DRIVE	SECAUCUS	USD	-	-	-
2169	USNJ066702	101 VENTURE WAY	SECAUCUS	USD	29.51	(29.51)	-
2169	USNJ066901	546 VALLEY ROAD	UPPER MONCLAIR	USD	60.86	(40.28)	20.58
2169	USNJ067001	163 WASHINGTON VALLEY RD RM103	WARREN	USD	7.36	(7.36)	-
2169	USNJ067101	1612 UNION VALLEY ROAD	WEST MILFORD	USD	29.51	(29.51)	-
2169	USNJ067201	1167 MCBRIDE AVE	WEST PATTERSON	USD	49.79	(41.20)	8.59
2169	USNJ067301	110 SOUTH JEFFERSON ROAD	WHIPPANY	USD	562.47	(310.26)	252.21
2169	USNJ067401	15 EAST CENTRE STREET	WOODBURY	USD	307.98	(145.62)	162.36
2169	USNM067501	3451 CANDELARIA NE	ALBUQUERQUE	USD	64.55	(42.72)	21.83
2169	USNM067503	104 GOLD AVENUE	ALBUQUERQUE	USD	7,229.79	(541.14)	6,688.65
2169	USNM067503	104 GOLD AVENUE	ALBUQUERQUE	USD	-	-	-
2169	USNV069002	230 S. LAS VEGAS BLVD, STE 200	LAS VEGAS	USD	3,740.91	(808.74)	2,932.17
2169	USNV069002	230 S. LAS VEGAS BLVD, STE 200	LAS VEGAS	USD	2,707.24	(1,313.98)	1,393.26
2169	USNV069004	2725 EAST DESERT INN ROAD	LAS VEGAS	USD	94.05	(34.59)	59.46
2169	USNV069005	3787 EAST DESERT INN ROAD	LAS VEGAS	USD	213.92	(117.99)	95.93
2169	USNV069006	4625 WEST NEVSO DR	LAS VEGAS	USD	44.26	(36.62)	7.64
2169	USNV069007	6600 BERMUDA RD	LAS VEGAS	USD	307.97	(203.85)	104.12
2169	USNV069008	"900 E KAREN, SUITE D-212"	LAS VEGAS	USD	130.93	(108.32)	22.61
2169	USNV069201	MOTE-EXIT 220 OFF I-80	MOTE	USD	7,704.95	(3,187.54)	4,517.41
2169	USNV069401	RENO	RENO	USD	95.90	(79.36)	16.54
2169	USNV069401	RENO	RENO	USD	92.21	(21.81)	70.40
2169	USNV069402	200 S VIRGINIA ST. STE. 603	RENO	USD	3,588.76	(848.41)	2,740.35
2169	USNV069403	6990 RESOURCE DRIVE	RENO	USD	392.81	(144.45)	248.36
2169	USNV069701	625 GREG STREET	STAPLES	USD	46.10	(21.79)	24.31
2169	USNY069801	11 NORTH PEARL STREET	ALBANY	USD	410,892.80	(110,892.56)	299,544.24
2169	USNY069801	11 NORTH PEARL STREET	ALBANY	USD	10,668.83	(3,185.62)	7,483.21
2169	USNY069801	11 NORTH PEARL STREET	ALBANY	USD	164.13	(60.37)	103.76
2169	USNY069801	11 NORTH PEARL STREET	ALBANY	USD	53,932.80	(35,120.27)	18,812.53
2169	USNY069801	11 NORTH PEARL STREET	ALBANY	USD	90.36	(33.23)	57.13
2169	USNY069801	11 NORTH PEARL STREET	ALBANY	USD	11,301.27	(1,513.74)	9,787.53
2169	USNY069801	11 NORTH PEARL STREET	ALBANY	USD	12,445.34	(5,189.54)	7,255.80
2169	USNY069801	11 NORTH PEARL STREET	ALBANY	USD	793.56	(286.26)	507.30
2169	USNY069801	11 NORTH PEARL STREET	ALBANY	USD	1,396.04	(657.34)	738.70
2169	USNY069801	11 NORTH PEARL STREET	ALBANY	USD	24,455.97	(6,700.27)	17,755.70
2169	USNY069801	11 NORTH PEARL STREET	ALBANY	USD	119,454.02	(36,499.70)	82,954.32
2169	USNY069802	1674 WESTERN AVE	ALBANY	USD	116.18	(64.08)	52.10
2169	USNY069803	80 STATE STREET	ALBANY	USD	239.74	(88.17)	151.57
2169	USNY069901	100 CORPORATE PARKWAY #430	AMHERST	USD	12.91	(12.91)	-
2169	USNY069902	"150 CROSS POINT PRKWY, STE 10	AMHERST	USD	5,625.23	(880.76)	4,744.47
2169	USNY070001	4372 ROUTE 22	ANENIA	USD	55.33	(20.36)	34.97
2169	USNY070301	1 MARINE MIDLAND PLAZA 4TH FLR	BINGHAMTON	USD	2,655.61	(1,255.56)	1,400.05
2169	USNY070301	1 MARINE MIDLAND PLAZA 4TH FLR	BINGHAMTON	USD	3,151.70	(1,563.76)	1,587.94
2169	USNY070401	600 ALBANY POST ROAD	BRIARCLIFF MANOR	USD	6,074.68	(1,820.74)	4,253.94
2169	USNY070401	600 ALBANY POST ROAD	BRIARCLIFF MANOR	USD	6,041.51	(2,212.38)	3,829.13
2169	USNY070501	2761 BATH AVE	BROOKLYN	USD	95.90	(63.48)	32.42
2169	USNY070502	32 COURT ST. 8TH FLOOR	BROOKLYN	USD	63,091.46	(26,064.60)	37,026.86
2169	USNY070503	55 WASHINGTON ST.	BROOKLYN	USD	276.63	(101.74)	174.89
2169	USNY070504	4 CHASE METROTECH CENTER	BROOKLYN	USD	553.26	(203.48)	349.78
2169	USNY070601	2525 WALDEN AVE	BUFFALO	USD	20.29	(20.29)	-
2169	USNY070603	3673 DELEWARE	BUFFALO	USD	14.75	(14.75)	-
2169	USNY070604	"424 MAIN STREET, SUITE 301"	BUFFALO	USD	-	-	-
2169	USNY070604	"424 MAIN STREET, SUITE 301"	BUFFALO	USD	-	-	-
2169	USNY070604	"424 MAIN STREET, SUITE 301"	BUFFALO	USD	134.53	(134.53)	-
2169	USNY070604	"424 MAIN STREET, SUITE 301"	BUFFALO	USD	20.28	(20.28)	-
2169	USNY070604	"424 MAIN STREET, SUITE 301"	BUFFALO	USD	-	-	-
2169	USNY070604	"424 MAIN STREET, SUITE 301"	BUFFALO	USD	3.68	(3.06)	0.62
2169	USNY070605	528 ELMWOOD AVE	BUFFALO	USD	62.70	(41.50)	21.20
2169	USNY070606	60 LAKEFRONT BLVD	BUFFALO	USD	237.90	(196.84)	41.06
2169	USNY070607	715 DELAWARE AVENUE	BUFFALO	USD	224,444.89	(59,526.54)	164,918.35
2169	USNY070607	715 DELAWARE AVENUE	BUFFALO	USD	1,403.90	(125.78)	1,278.12
2169	USNY070607	715 DELAWARE AVENUE	BUFFALO	USD	5,827.58	(3,419.96)	2,407.62
2169	USNY070607	715 DELAWARE AVENUE	BUFFALO	USD	267.40	(98.33)	169.07
2169	USNY070607	715 DELAWARE AVENUE	BUFFALO	USD	22,418.92	(3,728.09)	18,690.83
2169	USNY070607	715 DELAWARE AVENUE	BUFFALO	USD	12.91	(4.75)	8.16
2169	USNY070607	715 DELAWARE AVENUE	BUFFALO	USD	21,256.12	(5,823.59)	15,432.53
2169	USNY070607	715 DELAWARE AVENUE	BUFFALO	USD	95,585.28	(31,148.23)	64,437.05
2169	USNY070607	715 DELAWARE AVENUE	BUFFALO	USD	-	-	-
2169	USNY071201	80 RED SCHOOLHOUSE ROAD	CHESTNUT	USD	632.55	(232.61)	399.94
2169	USNY071401	3370 WALDEN AVENUE	DEPEW	USD	221.30	(100.90)	120.40
2169	USNY071501	5010 CAMPUSWOOD DRIVE STE 206	DEWITT	USD	-	-	-
2169	USNY071501	5010 CAMPUSWOOD DRIVE STE 206	DEWITT	USD	92.12	(92.12)	-
2169	USNY071501	5010 CAMPUSWOOD DRIVE STE 206	DEWITT	USD	-	-	-
2169	USNY071501	5010 CAMPUSWOOD DRIVE STE 206	DEWITT	USD	-	-	-
2169	USNY071801	"274 FAIRPORT ROAD, EAST ROCHE	EAST ROCHESTER	USD	-	-	-
2169	USNY071802	349 WEST COMMERCIAL STREET	EAST ROCHESTER	USD	2,631.63	(611.01)	2,020.62
2169	USNY071802	349 WEST COMMERCIAL STREET	EAST ROCHESTER	USD	1,945.61	(1,945.61)	-
2169	USNY071802	349 WEST COMMERCIAL STREET	EAST ROCHESTER	USD	818.81	(752.29)	66.52
2169	USNY071802	349 WEST COMMERCIAL STREET	EAST ROCHESTER	USD	178,628.29	(85,679.87)	92,948.42
2169	USNY071802	349 WEST COMMERCIAL STREET	EAST ROCHESTER	USD	122,711.16	(57,271.45)	65,439.71
2169	USNY071901	EDEN ANGOLA-RTE 90 EXIT 57 A	EDEN ANGOLA	USD	355.93	(130.87)	225.06
2169	USNY072001	"91-31 QUEENS BLVD., RM 620"	ELMHURST	USD	119.87	(66.13)	53.74
2169	USNY072201	5 WAREHOUSE LANE	ELMSFORD	USD	9.22	(9.22)	-
2169	USNY072401	195 H CENTRAL AVE	FARMINGDALE	USD	3.69	(3.69)	-
2169	USNY072501	990 STEWART AVE SUITE 180	GARDEN CITY	USD	-	-	-
2169	USNY072501	990 STEWART AVE SUITE 180	GARDEN CITY	USD	-	-	-
2169	USNY072501	990 STEWART AVE SUITE 180	GARDEN CITY	USD	-	-	-
2169	USNY072501	990 STEWART AVE SUITE 180	GARDEN CITY	USD	-	-	-
2169	USNY072502	642 FRANKLIN AVE	GARDEN CITY	USD	29.51	(29.51)	-
2169	USNY072601	245 GREAT NECK RD	GREAT NECK	USD	354.08	(234.37)	119.71
2169	USNY072701	250 RABRO DRIVE EAST	HAUPPAUGE	USD	18.44	(18.44)	-
2169	USNY073001	"4250 VETS HIGHWAY, STE. 155"	HOLBROOK	USD	119.87	(66.13)	53.74
2169	USNY073101	703C S. MAIN STREET	HORSEHEADS	USD	40.57	(33.56)	7.01
2169	USNY073201	"150 ROGER AVE, 2ND FL"	INWOOD	USD	6,074.61	(1,820.72)	4,253.89
2169	USNY073201	"150 ROGER AVE, 2ND FL"	INWOOD	USD	344.86	(166.82)	218.04

TRADEMARK

REEL: 003737 FRAME: 0127

CoCd	Location	Street Address	City	Crev	Current APC	Accumul. dep.	Curr.bk.val.
2169	USNY074747	303 W 34TH ST	NEW YORK	USD	57.17	(57.17)	-
2169	USNY074748	"31 W. 52ND ST, 19TH FL"	NEW YORK	USD	405.72	(134.27)	271.45
2169	USNY074749	32 AVENUE OF AMERICAS	NEW YORK	USD	-	-	-
2169	USNY074749	32 AVENUE OF AMERICAS	NEW YORK	USD	64,347.52	(5,481.06)	58,866.46
2169	USNY074750	32 OLD SLIP RD	NEW YORK	USD	276.63	(101.74)	174.89
2169	USNY074751	320 7TH AVENUE SUITE 1206	NEW YORK	USD	5.53	(5.53)	-
2169	USNY074752	"33 THOMAS ST, 25TH FLOOR"	NEW YORK	USD	1,088.06	(400.12)	687.94
2169	USNY074753	33 WHITEHALL ST	NEW YORK	USD	276.63	(101.74)	174.89
2169	USNY074754	"335 MADISON AVENUE, 22ND FLOOR	NEW YORK	USD	923.94	(339.80)	584.14
2169	USNY074755	"375 HUDSON STREET, 4TH FLOOR"	NEW YORK	USD	77.46	(51.27)	26.19
2169	USNY074756	383 MADISON AVE.	NEW YORK	USD	16,486.89	(3,897.49)	12,589.40
2169	USNY074756	383 MADISON AVE.	NEW YORK	USD	22,954.41	(8,012.96)	14,941.45
2169	USNY074756	383 MADISON AVE.	NEW YORK	USD	22,731.25	(8,359.00)	14,372.25
2169	USNY074757	39 BROADWAY	NEW YORK	USD	149.38	(35.31)	114.07
2169	USNY074757	39 BROADWAY	NEW YORK	USD	8,881.52	(3,282.31)	5,599.21
2169	USNY074759	40 WALL ST	NEW YORK	USD	276.63	(101.74)	174.89
2169	USNY074760	420 LEXINGTON AVE.	NEW YORK	USD	2,120.80	(808.57)	1,312.23
2169	USNY074761	"425 LEXINGTON AVE., 17TH FLOOR	NEW YORK	USD	212.08	(77.98)	134.10
2169	USNY074762	435 W. 50TH STREET	NEW YORK	USD	14,587.40	(3,448.46)	11,138.94
2169	USNY074762	435 W. 50TH STREET	NEW YORK	USD	125.40	(29.65)	95.75
2169	USNY074762	435 W. 50TH STREET	NEW YORK	USD	14,845.58	(5,459.19)	9,386.39
2169	USNY074763	"45 BROADWAY, 7TH FLOOR"	NEW YORK	USD	23.92	(8.70)	15.22
2169	USNY074764	"450 PARK AVENUE, SUITE 1200,"	NEW YORK	USD	3,312.12	(1,217.98)	2,094.14
2169	USNY074765	"460 WEST 33RD STREET, 3RD FLR	NEW YORK	USD	3.68	(3.68)	-
2169	USNY074766	"4840 BROADWAY, STE 325"	NEW YORK	USD	156.75	(103.76)	52.99
2169	USNY074767	500 RIVERSIDE DRIVE	NEW YORK	USD	9.22	(7.63)	1.59
2169	USNY074768	516 WEST 19TH STREET	NEW YORK	USD	31,138.85	(12,031.43)	19,107.42
2169	USNY074769	520 MADISON AVE	NEW YORK	USD	6,074.68	(1,820.74)	4,253.94
2169	USNY074769	520 MADISON AVE	NEW YORK	USD	553.26	(203.48)	349.78
2169	USNY074770	"550 MADISON AVE, 28TH FL"	NEW YORK	USD	1,445.83	(478.50)	967.33
2169	USNY074771	"570 WASHINGTON ST., 3RD FLOOR	NEW YORK	USD	14,544.98	(3,438.42)	11,106.56
2169	USNY074771	"570 WASHINGTON ST., 3RD FLOOR	NEW YORK	USD	6,039.66	(2,219.92)	3,819.74
2169	USNY074772	60 HUDSON ST.	NEW YORK	USD	3,385.90	(367.41)	3,018.49
2169	USNY074772	60 HUDSON ST.	NEW YORK	USD	216,608.45	(18,864.71)	197,743.74
2169	USNY074772	60 HUDSON ST.	NEW YORK	USD	-	-	-
2169	USNY074772	60 HUDSON ST.	NEW YORK	USD	615,688.01	(297,655.78)	318,032.23
2169	USNY074772	60 HUDSON ST.	NEW YORK	USD	-	-	-
2169	USNY074772	60 HUDSON ST.	NEW YORK	USD	2,752.20	(341.72)	2,410.48
2169	USNY074772	60 HUDSON ST.	NEW YORK	USD	18,995.54	(1,332.28)	17,663.26
2169	USNY074772	60 HUDSON ST.	NEW YORK	USD	389,265.85	(46,348.22)	342,917.63
2169	USNY074772	60 HUDSON ST.	NEW YORK	USD	-	-	-
2169	USNY074772	60 HUDSON ST.	NEW YORK	USD	63,904.55	-	63,904.55
2169	USNY074772	60 HUDSON ST.	NEW YORK	USD	-	-	-
2169	USNY074772	60 HUDSON ST.	NEW YORK	USD	-	-	-
2169	USNY074773	630 5TH AVE	NEW YORK	USD	1,493.77	(701.03)	792.74
2169	USNY074773	630 5TH AVE	NEW YORK	USD	621.49	(228.56)	392.93
2169	USNY074775	641 SIXTH AVE 2ND FLOOR	NEW YORK	USD	7.38	(7.38)	-
2169	USNY074776	"75 BROAD ST., B1 FLOOR"	NEW YORK	USD	33,858.99	(7,981.66)	25,877.33
2169	USNY074776	"75 BROAD ST., B1 FLOOR"	NEW YORK	USD	17,005.06	(4,959.39)	12,045.67
2169	USNY074776	"75 BROAD ST., B1 FLOOR"	NEW YORK	USD	291.38	(68.87)	222.51
2169	USNY074776	"75 BROAD ST., B1 FLOOR"	NEW YORK	USD	5,836.80	(2,146.37)	3,690.43
2169	USNY074777	75 WALL STREET	NEW YORK	USD	-	-	-
2169	USNY074778	76 9TH AVENUE	NEW YORK	USD	276.63	(101.74)	174.89
2169	USNY074778	76 9TH AVENUE	NEW YORK	USD	6,532.06	(747.05)	5,785.01
2169	USNY074778	76 9TH AVENUE	NEW YORK	USD	12,753.65	(3,600.94)	9,152.71
2169	USNY074778	76 9TH AVENUE	NEW YORK	USD	95.90	(35.28)	60.62
2169	USNY074778	76 9TH AVENUE	NEW YORK	USD	247,285.25	(51,290.29)	195,994.96
2169	USNY074778	76 9TH AVENUE	NEW YORK	USD	355.92	(325.05)	30.87
2169	USNY074778	76 9TH AVENUE	NEW YORK	USD	3,342.56	(837.92)	2,504.64
2169	USNY074778	76 9TH AVENUE	NEW YORK	USD	25.82	(9.50)	16.32
2169	USNY074778	76 9TH AVENUE	NEW YORK	USD	1,631,887.42	(314,130.49)	1,317,756.93
2169	USNY074778	76 9TH AVENUE	NEW YORK	USD	(480.09)	-	(480.09)
2169	USNY074778	76 9TH AVENUE	NEW YORK	USD	-	-	-
2169	USNY074779	80 PINE STREET	NEW YORK	USD	-	-	-
2169	USNY074779	80 PINE STREET	NEW YORK	USD	128,271.24	(16,927.66)	111,343.58
2169	USNY074779	80 PINE STREET	NEW YORK	USD	4,789.31	(1,116.50)	3,672.81
2169	USNY074779	80 PINE STREET	NEW YORK	USD	769.33	(161.87)	607.46
2169	USNY074779	80 PINE STREET	NEW YORK	USD	10,006.49	(4,876.72)	5,129.77
2169	USNY074779	80 PINE STREET	NEW YORK	USD	29,115.29	(15,202.84)	13,912.45
2169	USNY074779	80 PINE STREET	NEW YORK	USD	826.19	(546.48)	279.71
2169	USNY074779	80 PINE STREET	NEW YORK	USD	30,386.65	(19,374.57)	11,012.08
2169	USNY074779	80 PINE STREET	NEW YORK	USD	-	-	-
2169	USNY074779	80 PINE STREET	NEW YORK	USD	161,951.90	(49,039.01)	112,912.89
2169	USNY074779	80 PINE STREET	NEW YORK	USD	5,071.47	(1,657.19)	3,414.28
2169	USNY074779	80 PINE STREET	NEW YORK	USD	-	-	-
2169	USNY074779	80 PINE STREET	NEW YORK	USD	-	-	-
2169	USNY074779	80 PINE STREET	NEW YORK	USD	-	-	-
2169	USNY074780	"85 BROAD STREET, 7TH FLOOR"	NEW YORK	USD	8,036.90	(2,936.98)	5,099.92
2169	USNY074781	86 TRINITY PLACE	NEW YORK	USD	553.26	(203.48)	349.78
2169	USNY074782	88 PINE STREET	NEW YORK	USD	-	-	-
2169	USNY074782	88 PINE STREET	NEW YORK	USD	-	-	-
2169	USNY074782	88 PINE STREET	NEW YORK	USD	-	-	-
2169	USNY074783	9 MURRAY STREET 8TH FLOOR	NEW YORK	USD	25.82	(25.82)	-
2169	USNY074784	90 WEST STREET SUITE 1301	NEW YORK	USD	29.51	(29.51)	-
2169	USNY074785	CTI-IT NETWORK ENG, NEW YORK	NEW YORK	USD	1.84	(1.03)	0.81
2169	USNY074785	CTI-IT NETWORK ENG, NEW YORK	NEW YORK	USD	1,012.38	(368.55)	643.83
2169	USNY074786	"CTI-OPERATIONS GLOBAL, NEW YO	NEW YORK	USD	18.44	(10.19)	8.25
2169	USNY074787	"CTI-OPERATIONS GLOBAL, NEW YO	NEW YORK	USD	837.26	(462.69)	374.57
2169	USNY074787	"CTI-OPERATIONS POOL, NEW YORK	NEW YORK	USD	-	-	-
2169	USNY074787	"CTI-OPERATIONS POOL, NEW YORK	NEW YORK	USD	97.74	(30.48)	67.26
2169	USNY074787	"CTI-OPERATIONS POOL, NEW YORK	NEW YORK	USD	-	-	-
2169	USNY074787	"CTI-OPERATIONS POOL, NEW YORK	NEW YORK	USD	182.57	(100.89)	81.68
2169	USNY074787	"CTI-OPERATIONS POOL, NEW YORK	NEW YORK	USD	-	-	-

TRADEMARK

REEL: 003737 FRAME: 0129

CoCd	Location	Street Address	City	Crvc	Current APC	Accumul. dep.	Curr.bk.val.
2169	USTX094603	7880 BENT BRANCH DRIVE	IRVING	USD	497.93	(117.72)	380.21
2169	USTX094604	8050 JETSTAR	IRVING	USD	20,202.88	(4,619.12)	15,583.76
2169	USTX094604	8050 JETSTAR	IRVING	USD	1,530.66	(562.86)	967.80
2169	USTX094604	8050 JETSTAR	IRVING	USD	281,584.09	(48,574.10)	233,009.99
2169	USTX094604	8050 JETSTAR	IRVING	USD	2,198.25	(1,818.82)	379.43
2169	USTX094604	8050 JETSTAR	IRVING	USD	1,527.44	(592.84)	934.60
2169	USTX094604	8050 JETSTAR	IRVING	USD	1,825,249.27	(433,262.08)	1,391,987.19
2169	USTX094604	8050 JETSTAR	IRVING	USD	-	-	-
2169	USTX094701	1420 MARINA BAY DRIVE	KEMAH	USD	7,760.28	(3,230.51)	4,529.77
2169	USTX094901	101 EAST CORPORATE DRIVE	LEWISVILLE	USD	409.40	(225.81)	183.59
2169	USTX095101	"1551 N WALNUT AVENUE, STE 17"	NEW BRAUNFELS	USD	116.18	(64.08)	52.10
2169	USTX095201	101 EAST PARK BLVD	PLANO	USD	121,801.47	(28,959.75)	92,841.72
2169	USTX095201	101 EAST PARK BLVD	PLANO	USD	2,112.16	(194.19)	1,917.97
2169	USTX095301	NORTEL - RICHARDSON	RICHARDSON	USD	90,026.91	(38,962.41)	51,064.50
2169	USTX095301	NORTEL - RICHARDSON	RICHARDSON	USD	708.15	(588.12)	120.03
2169	USTX095301	NORTEL - RICHARDSON	RICHARDSON	USD	178.88	(148.57)	30.31
2169	USTX095302	"1820 N GREENVILLE, STE 100"	RICHARDSON	USD	28,467.23	(13,084.51)	15,382.72
2169	USTX095302	"1820 N GREENVILLE, STE 100"	RICHARDSON	USD	29.51	(29.51)	-
2169	USTX095303	"1300 E. LOOKOUT DR, SUITE 3"	RICHARDSON	USD	6,092.84	(1,826.19)	4,266.65
2169	USTX095303	"1300 E. LOOKOUT DR, SUITE 3"	RICHARDSON	USD	481.33	(159.29)	322.04
2169	USTX095501	"4701 ROWLETT ROAD, SUITE 209"	ROWLETT	USD	195,482.19	(53,913.80)	141,568.39
2169	USTX095501	"4701 ROWLETT ROAD, SUITE 209"	ROWLETT	USD	8,538.52	(7,064.75)	1,473.77
2169	USTX095501	"4701 ROWLETT ROAD, SUITE 209"	ROWLETT	USD	45,224.62	(16,074.09)	29,150.53
2169	USTX095701	231 ROTARY AVENUE	SAN ANTONIO	USD	3,645.14	(1,205.06)	2,440.08
2169	USTX095701	231 ROTARY AVENUE	SAN ANTONIO	USD	45,767.83	(1,696.28)	44,071.55
2169	USTX095701	231 ROTARY AVENUE	SAN ANTONIO	USD	-	-	-
2169	USTX096301	25329 I-45 NORTH	THE WOODLANDS	USD	5.53	(5.53)	-
2169	USTX096501	"105 JORDAN PLAZA, SUITE 102"	TYLER	USD	307.98	(113.26)	194.72
2169	USTX096701	"13TH STREET, BLDG. B-13,SECT	CLEARFIELD	USD	212.08	(77.98)	134.10
2169	USUT097001	1601 W FOX PARK DR WEST	JORDON	USD	12.91	(8.54)	4.37
2169	USUT097201	"5899 SOUTH STREET, STE 10"	MURRAY	USD	86.68	(57.38)	29.30
2169	USUT097202	5280 SOUTH 300 WEST	MURRAY	USD	285.84	(157.67)	128.17
2169	USUT097203	5286 S. 320 WEST STREET	MURRAY	USD	57.17	(31.54)	25.63
2169	USUT097301	1815 SOUTH STATE STREET	OREM	USD	398.35	(279.55)	118.80
2169	USUT097401	57 NORTH CARBON AVE	PRICE	USD	125.40	(103.76)	21.64
2169	USUT097402	50 NORTH CARBON AVE	PRICE	USD	36.88	(24.41)	12.47
2169	USUT097403	720 E MAIN ST	PRICE	USD	38.73	(25.64)	13.09
2169	USUT097601	136 E. SOUTH TEMPLE	SALT LAKE CITY	USD	335,827.33	(91,411.77)	244,415.56
2169	USUT097601	136 E. SOUTH TEMPLE	SALT LAKE CITY	USD	134.62	(49.51)	85.11
2169	USUT097601	136 E. SOUTH TEMPLE	SALT LAKE CITY	USD	1.84	(1.52)	0.32
2169	USUT097601	136 E. SOUTH TEMPLE	SALT LAKE CITY	USD	16,870.47	(6,475.86)	10,394.61
2169	USUT097602	"136 S. MAIN STREET, STE. 150"	SALT LAKE CITY	USD	8,481.71	(1,041.02)	7,440.69
2169	USUT097604	1977 W NORTH TEMPLE	SALT LAKE CITY	USD	9.22	(7.63)	1.59
2169	USUT097605	201 EAST S TEMPLE	SALT LAKE CITY	USD	44.26	(16.28)	27.98
2169	USUT097605	201 EAST S TEMPLE	SALT LAKE CITY	USD	6,273.88	(2,307.09)	3,966.79
2169	USUT097606	2280 WEST ALEXANDER STREET	SALT LAKE CITY	USD	309.82	(113.93)	195.89
2169	USUT097607	320 S 200 WEST	SALT LAKE CITY	USD	12.91	(8.54)	4.37
2169	USUT097608	"4141 S HIGHLAND RD, UITE 300"	SALT LAKE CITY	USD	29.51	(29.51)	-
2169	USUT097609	"455 SOUTH 300 EAST, SUITE 200	SALT LAKE CITY	USD	25.82	(25.82)	-
2169	USUT097610	"5225 WILEY POST WAY, SUITE 30	SALT LAKE CITY	USD	53.48	(44.25)	9.23
2169	USUT097611	"GLOBAL CENTER, SALT LAKE CITY	SALT LAKE CITY	USD	10,032.29	(2,766.89)	7,265.40
2169	USUT097611	"GLOBAL CENTER, SALT LAKE CITY	SALT LAKE CITY	USD	37,466.18	(14,678.79)	22,787.39
2169	USUT097701	9575 BRANDY CREEK DR	SANDY	USD	12.91	(8.54)	4.37
2169	USUT097901	595 SOUTH BLUFF	ST. GEORGE	USD	359.61	(132.23)	227.38
2169	USVA098201	"1530 WILSON BLVD, SUITE 650"	ARLINGTON	USD	839.11	(839.11)	-
2169	USVA098201	"1530 WILSON BLVD, SUITE 650"	ARLINGTON	USD	173.35	(132.19)	41.16
2169	USVA098201	"1530 WILSON BLVD, SUITE 650"	ARLINGTON	USD	1,453.19	(877.19)	576.00
2169	USVA098201	"1530 WILSON BLVD, SUITE 650"	ARLINGTON	USD	12.91	(2.96)	9.95
2169	USVA098201	"1530 WILSON BLVD, SUITE 650"	ARLINGTON	USD	31.35	(25.94)	5.41
2169	USVA098202	3030 CLARENDON BLVD	ARLINGTON	USD	1.84	(1.84)	-
2169	USVA098301	"12715 FILIGREE COURT, 1ST FLOO	ASHBURN	USD	3,054.88	(1,023.87)	2,031.01
2169	USVA098301	"12715 FILIGREE COURT, 1ST FLOO	ASHBURN	USD	296,780.71	(19,310.55)	277,470.16
2169	USVA098301	"12715 FILIGREE COURT, 1ST FLOO	ASHBURN	USD	-	-	-
2169	USVA098301	"12715 FILIGREE COURT, 1ST FLOO	ASHBURN	USD	857,320.54	-	857,320.54
2169	USVA098401	INDUSTRIAL AVENUE	CHESAPEAKE	USD	20,189.51	(5,531.37)	14,658.14
2169	USVA098401	INDUSTRIAL AVENUE	CHESAPEAKE	USD	7,704.95	(3,187.54)	4,517.41
2169	USVA098501	1615 N. FRANKLIN STREET	CHRISTIAN BURG	USD	4,000.00	(1,470.95)	2,529.05
2169	USVA098701	11166 MAIN STREET SUITE 404	FAIRFAX	USD	9.22	(9.22)	-
2169	USVA098701	11166 MAIN STREET SUITE 404	FAIRFAX	USD	52,135.83	-	52,135.83
2169	USVA098901	544 HERNDON PARKWAY	HERNDON	USD	-	-	-
2169	USVA099001	105 BRADLEY	LYNCHBURGH	USD	21,292.80	(7,830.06)	13,462.74
2169	USVA099101	5583 PORTSMOUTH BLVD.	PORTSMOUTH	USD	123.56	(68.15)	55.41
2169	USVA099201	12100 SUNSET HILLS ROAD	RESTON	USD	64,215.61	(175.93)	64,039.68
2169	USVA099201	12100 SUNSET HILLS ROAD	RESTON	USD	17,665.07	(5,425.76)	12,239.31
2169	USVA099201	12100 SUNSET HILLS ROAD	RESTON	USD	1,432.51	(1,177.35)	255.16
2169	USVA099201	12100 SUNSET HILLS ROAD	RESTON	USD	-	-	-
2169	USVA099201	12100 SUNSET HILLS ROAD	RESTON	USD	-	-	-
2169	USVA099301	1108 EAST MAIN STREET	RICHMOND	USD	2,403.05	(834.39)	1,568.66
2169	USVA099302	1632 E PARHAM ROAD	RICHMOND	USD	232.37	(109.85)	122.52
2169	USVA099303	301 W. FRANKLIN STREET	RICHMOND	USD	47.95	(22.67)	25.28
2169	USVA099304	3823 GASKINS ROAD	RICHMOND	USD	2,500.70	(919.56)	1,581.14
2169	USVA099306	7487 WHITE PINE RD	RICHMOND	USD	16.60	(16.60)	-
2169	USVA099401	45195 BUSINESS COURT	STERLING	USD	7,550.03	(2,778.48)	4,771.55
2169	USVA099501	"7990 SCIENCE APPLIC. COURT, 1FL	VIENNA	USD	-	-	-
2169	USVA099501	"7990 SCIENCE APPLIC. COURT, 1FL	VIENNA	USD	1.84	(0.68)	1.16
2169	USVA099502	1919 GALLOWS RD.	VIENNA	USD	20,378.10	(8,383.77)	11,994.33
2169	USVA099601	12030 SUNRISE VALLEY DRIVE	VIRGINIA	USD	7,304.48	(2,517.55)	4,786.93
2169	USVA099601	12030 SUNRISE VALLEY DRIVE	VIRGINIA	USD	81.14	(53.71)	27.43
2169	USVA099801	2700 POTOMAC MILLS CIRCLE	WOODBRIIDGE	USD	47.95	(31.73)	16.22
2169	USVA099802	14416 JEFFERSON DAVIS HWY	WOODBRIIDGE	USD	46.10	(21.79)	24.31
2169	USVT099901	999 PUTNEY ROAD	BRATTLEBRO	USD	47.95	(39.68)	8.27
2169	USVT100001	126 COLLEGE STREET	BURLINGTON	USD	18.44	(15.26)	3.18
2169	USVT100003	7 BURLINGTON SQUARE	BURLINGTON	USD	-	-	-
2169	USVT100003	7 BURLINGTON SQUARE	BURLINGTON	USD	-	-	-

TRADEMARK

REEL: 003737 FRAME: 0137

CoCd	Location	Street Address	City	Crvc	Current APC	Accumul. dep.	Curr.bk.val.
2169	USVT100003	7 BURLINGTON SQUARE	BURLINGTON	USD	-	-	-
2169	USVT100003	7 BURLINGTON SQUARE	BURLINGTON	USD	-	-	-
2169	USVT100003	7 BURLINGTON SQUARE	BURLINGTON	USD	-	-	-
2169	USVT100003	7 BURLINGTON SQUARE	BURLINGTON	USD	-	-	-
2169	USVT100003	7 BURLINGTON SQUARE	BURLINGTON	USD	-	-	-
2169	USVT100004	"729 MAIN STREET, BURLINGTON"	BURLINGTON	USD	66.39	(53.77)	12.62
2169	USVT100101	JOHNSON STATE COLLEGE	JOHNSON	USD	2,093.13	(1,604.15)	488.98
2169	USVT100201	"1 PINE HAVEN SHORE RD, 2FLRST	SHELBURNE	USD	119.87	(66.13)	53.74
2169	USVT100301	2 NORTH MAIN STREET	ST. ALBANS	USD	597.51	(389.00)	208.51
2169	USWA100401	3310 AUBURN WAY NORTH	AUBURN	USD	119.87	(119.87)	-
2169	USWA100402	412 8TH STREET SW SUITE E	AUBURN	USD	71.92	(47.61)	24.31
2169	USWA100501	500 108TH AVE NE #800	BELLEVUE	USD	31.35	(31.35)	-
2169	USWA100502	12819 S EAST 38TH STREET	BELLEVUE	USD	46.10	(38.14)	7.96
2169	USWA100503	10655 NE 4TH STREET	BELLEVUE	USD	46.10	(38.14)	7.96
2169	USWA100601	12309 152ND STREET	BRUSH PRAIRIE	USD	79.30	(52.49)	26.81
2169	USWA100901	2333 S TACOMA	KENNEWICK	USD	18.44	(18.44)	-
2169	USWA101001	"22431 83RD AVE, SOUTH"	KENT	USD	84.83	(56.15)	28.68
2169	USWA101301	"8430 154TH AVE NE, 2ND FLOOR"	REDMOND	USD	7,928.08	(3,298.21)	4,638.87
2169	USWA101302	"8547 154TH AVE., NE"	REDMOND	USD	142.00	(78.33)	63.67
2169	USWA101401	1110 THIRD AVENUE #720	SEATTLE	USD	1,060.41	(877.38)	183.03
2169	USWA101401	1110 THIRD AVENUE #720	SEATTLE	USD	15,878.32	(15,878.32)	-
2169	USWA101402	1122 3RD AVENUE	SEATTLE	USD	22,867.73	(5,405.92)	17,461.81
2169	USWA101404	"1420 FIFTH AVE, 28TH FLR,S280	SEATTLE	USD	110.65	(73.24)	37.41
2169	USWA101405	1725 8TH AVE SOUTH	SEATTLE	USD	59.01	(39.05)	19.96
2169	USWA101406	2001 6TH AVENUE	SEATTLE	USD	459,916.12	(125,837.28)	334,078.84
2169	USWA101406	2001 6TH AVENUE	SEATTLE	USD	7,470.29	(1,573.19)	5,897.10
2169	USWA101406	2001 6TH AVENUE	SEATTLE	USD	59,299.33	(41,503.35)	17,795.98
2169	USWA101406	2001 6TH AVENUE	SEATTLE	USD	6,211.17	(2,648.24)	3,562.93
2169	USWA101406	2001 6TH AVENUE	SEATTLE	USD	122,634.13	(24,615.38)	98,018.75
2169	USWA101406	2001 6TH AVENUE	SEATTLE	USD	2,120.78	(1,811.71)	309.07
2169	USWA101406	2001 6TH AVENUE	SEATTLE	USD	8,325.31	(2,259.90)	6,065.41
2169	USWA101406	2001 6TH AVENUE	SEATTLE	USD	45,833.13	(9,819.59)	36,013.54
2169	USWA101406	2001 6TH AVENUE	SEATTLE	USD	25.82	(9.50)	16.32
2169	USWA101406	2001 6TH AVENUE	SEATTLE	USD	27,365.17	(10,793.87)	16,571.30
2169	USWA101406	2001 6TH AVENUE	SEATTLE	USD	3,291,722.68	(1,424,958.88)	1,866,763.80
2169	USWA101406	2001 6TH AVENUE	SEATTLE	USD	64,155.16	-	64,155.16
2169	USWA101406	2001 6TH AVENUE	SEATTLE	USD	-	-	-
2169	USWA101406	2001 6TH AVENUE	SEATTLE	USD	-	-	-
2169	USWA101406	2001 6TH AVENUE	SEATTLE	USD	237,594.50	-	237,594.50
2169	USWA101407	2006 S WELLES	SEATTLE	USD	237.90	(127.45)	110.45
2169	USWA101408	2033 6TH AVENUE	SEATTLE	USD	23,605.40	(6,009.55)	17,595.85
2169	USWA101409	"2201 6TH AVENUE, SUITE 1205"	SEATTLE	USD	48,748.84	(22,110.43)	26,638.41
2169	USWA101410	"2401 4TH AVENUE, SUITE 800"	SEATTLE	USD	-	-	-
2169	USWA101410	"2401 4TH AVENUE, SUITE 800"	SEATTLE	USD	-	-	-
2169	USWA101411	"2414 SW ANDOVER ST, 1ST FLOOR	SEATTLE	USD	1,399.73	(1,158.13)	241.60
2169	USWA101411	"2414 SW ANDOVER ST, 1ST FLOOR	SEATTLE	USD	11.07	(11.07)	-
2169	USWA101412	300 ELLIOTT AVE SUITE 330&560	SEATTLE	USD	-	-	-
2169	USWA101412	300 ELLIOTT AVE SUITE 330&560	SEATTLE	USD	3,828.52	(2,536.65)	1,291.87
2169	USWA101412	300 ELLIOTT AVE SUITE 330&560	SEATTLE	USD	14.74	(14.74)	-
2169	USWA101412	300 ELLIOTT AVE SUITE 330&560	SEATTLE	USD	-	-	-
2169	USWA101412	300 ELLIOTT AVE SUITE 330&560	SEATTLE	USD	-	-	-
2169	USWA101412	300 ELLIOTT AVE SUITE 330&560	SEATTLE	USD	1,128.63	(415.02)	713.61
2169	USWA101413	"375 CORPORATE DRIVE, S.STE 10	SEATTLE	USD	359.61	(148.76)	210.85
2169	USWA101414	"600 UNIVERSITY ST, SUITE 820"	SEATTLE	USD	189.95	(125.73)	64.22
2169	USWA101415	6015 6TH ST SOUTH	SEATTLE	USD	547.72	(453.18)	94.54
2169	USWA101415	6015 6TH ST SOUTH	SEATTLE	USD	5.53	(5.53)	-
2169	USWA101416	615 SOUTH ALASKA STREET	SEATTLE	USD	267.40	(147.51)	119.89
2169	USWA101417	8300 MILITARY RD SOUTH	SEATTLE	USD	11.07	(11.07)	-
2169	USWA101418	900 4TH AVENUE	SEATTLE	USD	160.44	(88.49)	71.95
2169	USWA101418	900 4TH AVENUE	SEATTLE	USD	805.91	(533.45)	272.46
2169	USWA101418	900 4TH AVENUE	SEATTLE	USD	1,041.96	(924.83)	117.13
2169	USWA101418	900 4TH AVENUE	SEATTLE	USD	7,081.62	(3,348.18)	3,733.44
2169	USWA101418	900 4TH AVENUE	SEATTLE	USD	571.68	(210.19)	361.49
2169	USWA101419	"9725 THIRD AVE NE,3RD FLR,#30	SEATTLE	USD	44.26	(36.62)	7.64
2169	USWA101419	"9725 THIRD AVE NE,3RD FLR,#30	SEATTLE	USD	-	-	-
2169	USWA101420	SEA-MB LEVEL 3-FIBER/CONDUIT	SEATTLE	USD	31,627.55	(8,051.87)	23,575.68
2169	USWA101501	1212 NORTH WASHINGTON ST ST200	SPOKANE	USD	68.23	(68.23)	-
2169	USWA101502	"421 W RIVERSIDE AVE, SUITE 77	SPOKANE	USD	33.20	(33.20)	-
2169	USWA101503	"SPOKANE INDUSTRIES PARK,BLDG2	SPOKANE	USD	173.35	(104.58)	68.77
2169	USWA101504	2310 N FANCHER ROAD	SPOKANE	USD	1,523.28	(781.37)	741.91
2169	USWA101601	7272 CLEANWATER LANE	TUMWATER	USD	46.10	(46.10)	-
2169	USWA101701	"1111 MAIN STREET, SUITE 520"	VANCOUVER	USD	306.13	(257.43)	48.70
2169	USWA101702	9901 NE 7TH AVENUE C-237	VANCOUVER	USD	66.39	(43.95)	22.44
2169	USWA101703	"16209 SE MCGILLIVRAY, STE L"	VANCOUVER	USD	75.61	(50.04)	25.57
2169	USWA101704	7000 NE 40TH AVENUE	VANCOUVER	USD	156.75	(74.10)	82.65
2169	USWA101801	17280 WOODINVILLE REDMOND RDNE	WOODINVILLE	USD	3.68	(3.68)	-
2169	USWA101901	1460 NORTH 16TH AVE	YAKIMA	USD	1.84	(1.84)	-
2169	USWA101902	"402 EAST YAKIMA AVE, 13TH FLR	YAKIMA	USD	1.84	(1.84)	-
2169	USWA101903	103 NORTH 7TH AVENUE	YAKIMA	USD	127.25	(46.80)	80.45
2169	USWH102001	628 DOOR ST	ANTIGO	USD	75.61	(50.04)	25.57
2169	USWH102101	ZUELKE BLD 103 W COLLEGE #303	APPLETON	USD	752.42	(622.55)	129.87
2169	USWH102101	ZUELKE BLD 103 W COLLEGE #303	APPLETON	USD	22,491.51	(11,428.70)	11,062.81
2169	USWH102102	"611 N LYNDALE, STE 140"	APPLETON	USD	12.91	(7.12)	5.79
2169	USWH102103	3040 W ELBERG AVE	APPLETON	USD	269.25	(178.22)	91.03
2169	USWH102104	111 S LILAS DR	APPLETON	USD	134.62	(89.11)	45.51
2169	USWH102105	2626 W WISCONSIN AVE	APPLETON	USD	29.51	(19.53)	9.98
2169	USWH102106	330 WOODS EDGE DRIVE	APPLETON	USD	31.35	(20.76)	10.59
2169	USWH102107	N1046 TOWERVIEW DRIVE	APPLETON	USD	18.44	(10.17)	8.27
2169	USWH102108	1500 N. CASALOMA DRIVE	APPLETON	USD	627.02	(255.19)	371.83
2169	USWH102301	204 W. SOUTH STREET	BAR DUEL	USD	73.77	(73.77)	46.63
2169	USWH102401	3114 S HIGHWAY 12	BARABOO	USD	112.49	(61.69)	50.80
2169	USWH102402	324 S. HIGHWAY 12	BARABOO	USD	147.53	(54.24)	93.29
2169	USWH102501	225 MEMORIAL DRIVE	BERLIN	USD	53.48	(35.40)	18.08
2169	USWH102601	405 AIRPORT ROAD	BLACK RIVER FALLS	USD	35.04	(22.89)	12.15

TRADEMARK

REEL: 003737 FRAME: 0138

CoCd	Location	Street Address	City	Crcy	Current APC	Accumul. dep.	Curr.bk.val.
		HWY 54 ROUTE 5	BLACK RIVER FALLS	USD	88.52	(41.86)	46.66
2169	USW1102602					(67.14)	34.29
2169	USW1102701	117 1/2 W GREENBAY STREET	BONDUEL	USD	101.43	(18.30)	9.36
2169	USW1102801	2310 FIRST CENTER AVENUE	BRODHEAD	USD	27.66	(19.33)	15.71
2169	USW1103001	4860 HALLIE RD	CHIPPEWA FALLS	USD	35.04	(20.76)	10.59
2169	USW1103201	540 BOWERS BLVD	DELEVAN	USD	31.35	(18.30)	9.36
2169	USW1103202	1038 EAST GENEVA STREET	DELEVAN	USD	27.66	(31.54)	25.63
2169	USW1103203	N3320 HWY US HWY 14	DELEVAN	USD	57.17	(57.38)	29.30
2169	USW1103301	1273 W RED TAIL DR	DEPERE	USD	86.68	(21.98)	11.22
2169	USW1103302	1031 LAWRENCE DRIVE	DEPERE	USD	33.20	(5,546.10)	5,133.49
2169	USW1103401	1325 W CLAIRMONT AVE	EAU CLAIRE	USD	10,679.59	(5.53)	-
2169	USW1103402	210 WATER STREET	EAU CLAIRE	USD	5.53	(489.63)	841.85
2169	USW1103403	2132 EASTRIDGE CENTER	EAU CLAIRE	USD	1,331.48	(84.43)	68.64
2169	USW1103404	2268 BIRCH STREET	EAU CLAIRE	USD	153.07	(94.16)	105.01
2169	USW1103405	402 GRAHAM #701	EAU CLAIRE	USD	199.17	(20.36)	53.41
2169	USW1103406	"EAU CLAIRE, WI"	EAU CLAIRE	USD	73.77	(18.30)	9.36
2169	USW1103501	"217 N MAIN STREET, 1ST FLOOR"	EDGERTON	USD	27.66	(18.30)	9.36
2169	USW1103601	"500 UNION STREET, 1ST FLOOR"	EVANSVILLE	USD	27.66	(18.30)	9.36
2169	USW1103702	N5756 HWY 151	FOND DU LAC	USD	25.82	(12.21)	13.61
2169	USW1103801	N 116 W 15970 MAIN STREET	GERMANTOWN	USD	114.34	(42.04)	72.30
2169	USW1103901	6101 N. BAKER ROAD	GLENDALE	USD	627.02	(518.79)	108.23
2169	USW1104001	1123 CEDAR STREET	GREEN BAY	USD	553.25	(457.76)	95.49
2169	USW1104001	1123 CEDAR STREET	GREEN BAY	USD	1,584.14	(1,310.71)	273.43
2169	USW1104001	1123 CEDAR STREET	GREEN BAY	USD	265.56	(143.17)	122.39
2169	USW1104002	113 ST JOSEPH 1ST FLOOR	GREEN BAY	USD	51.64	(34.19)	17.45
2169	USW1104003	"1150 SPRINGHURST DR,ST140,EXC	GREEN BAY	USD	101.43	(67.14)	34.29
2169	USW1104004	1232 MAIN STREET	GREEN BAY	USD	12.91	(6.10)	6.81
2169	USW1104005	124 SPEIGLER STREET	GREEN BAY	USD	82.99	(45.77)	37.22
2169	USW1104006	1330 BELLEVUE STREET	GREEN BAY	USD	462.88	(233.48)	229.40
2169	USW1104007	1700 N WEBSTER AVE SECOND AVE	GREEN BAY	USD	86.68	(46.65)	40.03
2169	USW1104008	1901 S. ONEIDA STREET	GREEN BAY	USD	42.42	(23.40)	19.02
2169	USW1104009	2353 RIDGE ROAD	GREEN BAY	USD	7.38	(4.07)	3.31
2169	USW1104010	2661 SO BROADWAY	GREEN BAY	USD	3.69	(3.69)	-
2169	USW1104010	2661 SO BROADWAY	GREEN BAY	USD	-	-	-
2169	USW1104010	2661 SO BROADWAY	GREEN BAY	USD	24,036.93	(11,872.01)	12,164.92
2169	USW1104011	2710 EXECUTIVE DRIVE	GREEN BAY	USD	-	-	-
2169	USW1104011	2710 EXECUTIVE DRIVE	GREEN BAY	USD	-	-	-
2169	USW1104011	2710 EXECUTIVE DRIVE	GREEN BAY	USD	5.52	(4.58)	0.94
2169	USW1104011	2710 EXECUTIVE DRIVE	GREEN BAY	USD	-	-	-
2169	USW1104011	2710 EXECUTIVE DRIVE	GREEN BAY	USD	-	-	-
2169	USW1104012	2737 S RIDGE ROAD	GREEN BAY	USD	1,251.23	(734.60)	516.63
2169	USW1104012	2737 S RIDGE ROAD	GREEN BAY	USD	2,369.76	(257.16)	2,112.60
2169	USW1104012	2737 S RIDGE ROAD	GREEN BAY	USD	20,244.47	(11,200.18)	9,044.29
2169	USW1104012	2737 S RIDGE ROAD	GREEN BAY	USD	12,406.37	(5,173.29)	7,233.08
2169	USW1104012	2737 S RIDGE ROAD	GREEN BAY	USD	23,870.92	(12,424.38)	11,446.54
2169	USW1104012	2737 S RIDGE ROAD	GREEN BAY	USD	-	-	-
2169	USW1104013	2777 S RIDGE ROAD	GREEN BAY	USD	863.07	(569.77)	293.30
2169	USW1104014	3014 HOLMGREN WAY	GREEN BAY	USD	29.51	(19.53)	9.98
2169	USW1104015	"3061 S RIDGE RD, PO BOX 2475"	GREEN BAY	USD	64.55	(64.55)	-
2169	USW1104015	"3061 S RIDGE RD, PO BOX 2475"	GREEN BAY	USD	1,266.85	(1,266.85)	-
2169	USW1104015	"3061 S RIDGE RD, PO BOX 2475"	GREEN BAY	USD	2,908.26	(1,934.49)	973.77
2169	USW1104016	580 POTTS AVENUE	GREEN BAY	USD	82.99	(45.77)	37.22
2169	USW1104017	700 PILGRIM WAY	GREEN BAY	USD	90.36	(59.81)	30.55
2169	USW1104018	744 S WEBSTER AVENUE	GREEN BAY	USD	361.45	(249.72)	111.73
2169	USW1104019	975 HANSEN RD	GREEN BAY	USD	516.36	(281.56)	234.80
2169	USW1104020	"GREEN BAY, WI"	GREEN BAY	USD	5,389.45	(395.13)	4,994.32
2169	USW1104010	N987 CRAFTSMEN DRIVE	GREENVILLE	USD	167.82	(79.34)	88.48
2169	USW1104301	"1 PARKER PLACE, SUITE 750"	JANESVILLE	USD	31.35	(20.76)	10.59
2169	USW1104302	1000 MINERAL POINT AVE	JANESVILLE	USD	153.06	(74.82)	78.24
2169	USW1104303	113 S FRANKLIN STREET	JANESVILLE	USD	66.39	(43.95)	22.44
2169	USW1104304	119 S PARKER DRIVE	JANESVILLE	USD	59.01	(39.05)	19.96
2169	USW1104305	2100 EAST MILWAUKEE	JANESVILLE	USD	47.95	(31.73)	16.22
2169	USW1104306	557 N WASHINGTON STREET	JANESVILLE	USD	49.79	(32.96)	16.83
2169	USW1104307	580 N WASHINGTON AVE	JANESVILLE	USD	25.82	(17.09)	8.73
2169	USW1104401	5935 7TH AVENUE	KENOSHA	USD	18.44	(15.26)	3.18
2169	USW1104403	6950 51ST STREET	KENOSHA	USD	632.55	(299.08)	333.47
2169	USW1104501	1034 1ST STREET	KEWAUNEE	USD	9.22	(5.09)	4.13
2169	USW1104601	206 FIFTH AVE SOUTH	LA CROSSE	USD	9,547.27	(4,015.63)	5,531.64
2169	USW1104602	"106 CAMARON AVENUE, 2ND FLOOR	LA CROSSE	USD	36.88	(24.41)	12.47
2169	USW1104701	"569 BROAD STREET, 1ST FLOOR"	LAKE GENEVA	USD	27.66	(18.30)	9.36
2169	USW1104801	15235 HIGHWAY 32	LAKEWOOD	USD	66.39	(43.95)	22.44
2169	USW1104901	1212 DEMING WAY	MADISON	USD	12.91	(7.12)	5.79
2169	USW1104902	1812 WEST BELTLINE HWY	MADISON	USD	49.79	(32.96)	16.83
2169	USW1104903	"224 W WASHINGTON AVE, STE. 10	MADISON	USD	12,796.72	(5,208.92)	7,587.80
2169	USW1104904	2401 INTERNATIONAL LANE	MADISON	USD	92.21	(50.87)	41.34
2169	USW1104905	2401 S PARK STREET	MADISON	USD	304.29	(201.42)	102.87
2169	USW1104906	244 W. WASHINGTON AVE STE 107	MADISON	USD	50,179.91	(22,398.71)	27,781.20
2169	USW1104907	2501 INTERNATIONAL LANE	MADISON	USD	75.61	(50.04)	25.57
2169	USW1104908	255 N SHERMAN	MADISON	USD	169.67	(85.00)	84.67
2169	USW1104911	3650 MILWAUKEE STREET	MADISON	USD	1,268.79	(466.57)	802.22
2169	USW1104912	"37 KESSEL COURT, STE 211"	MADISON	USD	44.26	(29.29)	14.97
2169	USW1104913	640 W. WASHINGTON AVE STE 302	MADISON	USD	757.95	(627.12)	130.83
2169	USW1104914	6425 NORMANDY LANE	MADISON	USD	164.13	(60.37)	103.76
2169	USW1104915	"644 SCIENCE DRIVE, STE 301"	MADISON	USD	132.78	(48.82)	83.96
2169	USW1104916	702 E. WASHINGTON AVE.	MADISON	USD	140.16	(66.26)	73.90
2169	USW1104917	8030 EXCELSIOR	MADISON	USD	979.25	(365.52)	613.73
2169	USW1104918	810 W BADGER RD	MADISON	USD	46.10	(30.51)	15.59
2169	USW1105001	2318 WALDO BLVD	MANITOWOC	USD	11.07	(9.16)	1.91
2169	USW1105002	402 NORTH 10TH STREET	MANITOWOC	USD	258.18	(94.95)	163.23
2169	USW1105101	1801 MARINETTE AVE	MARINETTE	USD	66.39	(43.95)	22.44
2169	USW1105102	2720 CAHILL ROAD	MARINETTE	USD	188.11	(70.54)	117.57
2169	USW1105103	3123 SHORE DRIVE	MARINETTE	USD	12.91	(6.10)	6.81
2169	USW1105201	17-10 3M DRIVE	MENOMINEE	USD	60.86	(33.56)	27.30
2169	USW1105301	N82 W15855 VALLEY VIEW	MENOMONEE FALLS	USD	79.30	(52.49)	26.81
2169	USW1105401	10400 ENTERPRISE DRIVE	MEQUON	USD	167.82	(79.34)	88.48

TRADEMARK

REEL: 003737 FRAME: 0139

CoCd	Location	Street Address	City	Crcv	Current APC	Accumul. dep.	Curr.bk.val.
2169	USWI105501	2711 ALLEN BLVD	MIDDLETON	USD	25.82	(17.09)	8.73
2169	USWI105601	"10625 W NORTH AVE, BASEMENT"	MILWAUKEE	USD	212.08	(116.97)	95.11
2169	USWI105602	"111 E. WISCONSIN AVE., STE 210	MILWAUKEE	USD	300.60	(142.12)	158.48
2169	USWI105603	11270 WEST PARKPLACE	MILWAUKEE	USD	123.56	(81.78)	41.78
2169	USWI105604	"216 N. WATER ST., 3RD FLOOR"	MILWAUKEE	USD	123.56	(68.15)	55.41
2169	USWI105605	2323 N MAYFAIR ROAD SUITE 600	MILWAUKEE	USD	35.04	(28.99)	6.05
2169	USWI105606	2375 S URREL	MILWAUKEE	USD	31.35	(20.76)	10.59
2169	USWI105607	324 E WISCONSIN AVE	MILWAUKEE	USD	-	-	-
2169	USWI105607	324 E WISCONSIN AVE	MILWAUKEE	USD	-	-	-
2169	USWI105608	3555 S 27TH STREET	MILWAUKEE	USD	9.22	(9.22)	-
2169	USWI105609	"411 E WISCONSIN AVE, SUITE 51	MILWAUKEE	USD	49,442.24	(12,442.64)	36,999.60
2169	USWI105609	"411 E WISCONSIN AVE, SUITE 51	MILWAUKEE	USD	14,111.60	(11,750.61)	2,360.99
2169	USWI105609	"411 E WISCONSIN AVE, SUITE 51	MILWAUKEE	USD	5,779.62	(2,485.29)	3,294.33
2169	USWI105609	"411 E WISCONSIN AVE, SUITE 51	MILWAUKEE	USD	72,646.11	(13,052.72)	59,593.39
2169	USWI105609	"411 E WISCONSIN AVE, SUITE 51	MILWAUKEE	USD	22,622.43	(22,279.30)	343.13
2169	USWI105609	"411 E WISCONSIN AVE, SUITE 51	MILWAUKEE	USD	12,056.56	(2,891.72)	9,164.84
2169	USWI105609	"411 E WISCONSIN AVE, SUITE 51	MILWAUKEE	USD	24,761.55	(9,019.12)	15,742.43
2169	USWI105609	"411 E WISCONSIN AVE, SUITE 51	MILWAUKEE	USD	314,156.47	(165,997.70)	148,158.77
2169	USWI105610	4900 W BROWN DEER RD	MILWAUKEE	USD	-	-	-
2169	USWI105611	5061 W STATE ST	MILWAUKEE	USD	143.84	(74.00)	69.84
2169	USWI105612	777 EAST WISCONSIN AVENUE	MILWAUKEE	USD	195.48	(129.39)	66.09
2169	USWI105613	"7915 W APPLETON AVE, 1ST FLR"	MILWAUKEE	USD	81.14	(53.71)	27.43
2169	USWI105614	8220 W SLESKE CT. 1ST FLOOR	MILWAUKEE	USD	64.55	(42.72)	21.83
2169	USWI105615	839 N JEFFERSON STREET	MILWAUKEE	USD	79.30	(52.49)	26.81
2169	USWI105616	"8901 W WATERTOWN PLANK, STE LL	MILWAUKEE	USD	25.82	(14.24)	11.58
2169	USWI105617	"942 JUNEAU, ASTOR BLDG 2ND FL	MILWAUKEE	USD	47.95	(31.73)	16.22
2169	USWI105618	"9700 W BLUEMOUND, 1ST FLR, S20	MILWAUKEE	USD	153.07	(84.43)	68.64
2169	USWI105701	1112 7TH AVE	MONROE	USD	15,183.10	(6,838.11)	8,344.99
2169	USWI105702	109 WEST 8TH STREET	MONROE	USD	2,054.42	(755.49)	1,298.93
2169	USWI105801	"55 JEWELERS PARK DR, NEENAH"	NEENAH	USD	2,037.57	(581.28)	1,456.29
2169	USWI105802	630 MUTTART ROAD	NEENAH	USD	51.64	(34.19)	17.45
2169	USWI105901	949 CTY TRUNK G	NEKOOSA	USD	123.56	(65.39)	58.17
2169	USWI106001	16363 W RYERSON	NEW BERLIN	USD	2,082.06	(1,346.22)	735.84
2169	USWI106002	5405 S WESTRIDGE CT	NEW BERLIN	USD	82.99	(54.94)	28.05
2169	USWI106003	17000 W. CLEVELAND AVENUE	NEW BERLIN	USD	256.34	(94.25)	162.09
2169	USWI106201	9350 A 22ND STREET	OAK CREEK	USD	94.05	(51.88)	42.17
2169	USWI106301	715 MAIN ST	OCONTO	USD	57.17	(37.84)	19.33
2169	USWI106302	405 1ST STREET	OCONTO	USD	7.38	(4.07)	3.31
2169	USWI106401	121 FRENCH STREET	PESHIGO	USD	7.38	(4.07)	3.31
2169	USWI106601	1800 SUNSET DRIVE	PLYMOUTH	USD	125.40	(80.22)	45.18
2169	USWI106602	N5 821 COUNTRY ROAD	PLYMOUTH	USD	108.81	(72.02)	36.79
2169	USWI106701	369 W WESTERN AVE	PURT WASHINGTON	USD	95.90	(63.48)	32.42
2169	USWI106801	331 W GREEN BAY ST	PLUSKI	USD	272.94	(100.35)	172.59
2169	USWI106901	335 S. HIGH STREET	RANDOLPH	USD	387.28	(183.11)	204.17
2169	USWI107001	1672 MENOMINEE DRIVE	RHINELANDER	USD	12.91	(8.54)	4.37
2169	USWI107201	2806 NORTH 15TH STREET	SHEBOYGN	USD	114.34	(42.04)	72.30
2169	USWI107301	W7740 PINE STREET	SHIOCTON	USD	33.20	(21.98)	11.22
2169	USWI107501	1625 DEPOT STREET	STEVENS POINT	USD	99.58	(53.03)	46.55
2169	USWI107502	3000 MINNESOTA AVENUE	STEVENS POINT	USD	171.51	(63.08)	108.43
2169	USWI107601	1326 WILLOW ROAD	STURTEVANT	USD	136.47	(50.18)	86.29
2169	USWI107701	110 S LAKE	TWIN LAKE	USD	47.95	(31.73)	16.22
2169	USWI107801	860 WEST STREET	WATERTOWN	USD	77.46	(42.72)	34.74
2169	USWI107901	20875 CROSSROADS CIRCLE	WAUKESHA	USD	29.51	(19.53)	9.98
2169	USWI108001	9703 RIB MOUNTAIN DR	WAUSAU	USD	35.04	(19.33)	15.71
2169	USWI108002	3910 SCHOFIELD AVE.	WAUSAU	USD	59.01	(32.55)	26.46
2169	USWI108002	3910 SCHOFIELD AVE.	WAUSAU	USD	-	-	-
2169	USWI108003	211 FOREST STREET	WAUSAU	USD	36.88	(13.57)	23.31
2169	USWI108004	"210 MCCLELLAN ST., SUITE 200"	WAUSAU	USD	217.61	(80.02)	137.59
2169	USWI108101	10437 INNOVATION DR #307	WAUWATOSA	USD	40.57	(33.56)	7.01
2169	USWI108102	2500 MAYFAIR ROAD	WAUWATOSA	USD	11.07	(9.16)	1.91
2169	USWI108201	11800 W GREENFIELD AVE	WEST ALLIS	USD	79.30	(52.49)	26.81
2169	USWI108301	1900 SOUTH 18TH AVENUE	WEST BEND	USD	18.44	(12.21)	6.23
2169	USWI108302	C/O 100 N 6TH AVENUE	WEST BEND	USD	248.96	(164.79)	84.17
2169	USWI108401	451 WEST AVENUE NORTH	WEST SALEM	USD	33.20	(21.98)	11.22
2169	USWI108501	527 MAIN STREET	WHITewater	USD	27.66	(18.30)	9.36
2169	USWI108601	6395 LAKE ROAD	WINSOR	USD	44.26	(24.42)	19.84
2169	USWI108701	2111 ENGEL ROAD	WISCONSIN RAPIDS	USD	12.91	(8.54)	4.37
2169	USWI108801	803 CHERRY ST	WITTENBURG	USD	68.23	(45.16)	23.07
2169	USWV109001	301 9TH STREET	HUNTINGTON	USD	12,042.05	(3,747.85)	8,294.20
2169	USWV109101	102 INDUSTRIAL BLVD.	KEARNEYSVILLE	USD	169.66	(62.39)	107.27
2169	USWV109201	67 43RD STREET	WHEELING	USD	492.40	(303.26)	189.14
2169	Total				315,552,845.93	(97,475,900.38)	218,076,945.55
2185	USMI052001	30300 TELEGRAPH ROAD	BINGHAM FARMS	USD	-	-	-
2185	USMN055401	14450 BURNHAVEN DRIVE	BURNSVILLE	USD	112.49	(112.49)	-
2185	USMN056402	1221 NICOLLET MALL SUITE 300	MINNEAPOLIS	USD	-	-	-
2185	USMN056402	1221 NICOLLET MALL SUITE 300	MINNEAPOLIS	USD	-	-	-
2185	USMN056409	331 2ND AVE S	MINNEAPOLIS	USD	66.39	(66.39)	-
2185	USNY074707	100 CHURCH STREET SUITE 135	NEW YORK	USD	-	-	-
2185	USNY074725	140 WEST STREET	NEW YORK	USD	6,952.53	(2,091.83)	4,860.70
2185	USNY074725	140 WEST STREET	NEW YORK	USD	5,165.52	(2,797.96)	2,367.56
2185	USNY074735	221 E 37TH STREET	NEW YORK	USD	6,565.25	(1,975.30)	4,589.95
2185	USNY074735	221 E 37TH STREET	NEW YORK	USD	4,813.29	(2,803.69)	2,009.60
2185	USNY074736	222 E 56TH STREET	NEW YORK	USD	8,225.01	(2,474.68)	5,750.33
2185	USNY074736	222 E 56TH STREET	NEW YORK	USD	684.18	(326.07)	358.11
2185	USNY074772	60 HUDSON ST.	NEW YORK	USD	-	-	-
2185	USWI104011	2710 EXECUTIVE DRIVE	GREEN BAY	USD	-	-	-
2185	USWI104015	"3061 S RIDGE RD, PO BOX 2475"	GREEN BAY	USD	341.17	(341.17)	-
2185	Total				32,925.83	(12,789.58)	20,136.25
2192	USAL004103	90 MEADOWS DRIVE	BIRMINGHAM	USD	29.51	(13.96)	15.55
2192	USAZ005501	221 N FLORENCE ST.	CASA GRANDE	USD	357.76	(197.34)	160.42
2192	USAZ005601	"1500 E CEDAR AVE, STE 16"	FLAGSTAFF	USD	322.73	(178.02)	144.71
2192	USAZ006104	1209 EAST WASHINGTON STREET	PHOENIX	USD	-	-	-
2192	USAZ006104	1209 EAST WASHINGTON STREET	PHOENIX	USD	-	-	-
2192	USAZ006105	1212 EAST WASHINGTON STREET	PHOENIX	USD	-	-	-

TRADEMARK

REEL: 003737 FRAME: 0140

CoCd	Location	Street Address	City	Crcy	Current APC	Accumul. dep.	Curr.bk.val.
2192	USAZ006107	1224 EAST WASHINGTON STREET	PHOENIX	USD	-	-	-
2192	USAZ006107	1224 EAST WASHINGTON STREET	PHOENIX	USD	-	-	-
2192	USAZ006107	1224 EAST WASHINGTON STREET	PHOENIX	USD	-	-	-
2192	USAZ006124	801 S. 16TH STREET	PHOENIX	USD	415,165.43	(114,986.17)	300,179.26
2192	USAZ006124	801 S. 16TH STREET	PHOENIX	USD	55,957.69	(46,299.21)	9,658.48
2192	USAZ006308	10190 EAST MCKELLIPS	SCOTTSDALE	USD	499.77	(269.59)	230.18
2192	USAZ006501	365 SHORT ST	SIERRA VISTA	USD	2,190.87	(1,208.49)	982.38
2192	USAZ006803	177 N CHURCH ST. #600	TUCSON	USD	689.72	(190.23)	499.49
2192	USAZ006803	177 N CHURCH ST. #600	TUCSON	USD	1,117.57	(616.43)	501.14
2192	USAZ007002	1700 S 1ST AVE #120	YUMA	USD	1,056.71	(582.90)	473.81
2192	USCA008303	5720 EL CAMINO REAL	CARLSBAD	USD	81.14	(44.75)	36.39
2192	USCA010802	2014 TULARE SUITE 707/108	FRESNO	USD	60.86	(33.56)	27.30
2192	USCA013837	LOS ANGELES GLOBAL CENTER	LOS ANGELES	USD	87,118.66	(26,158.03)	60,960.63
2192	USCA013837	LOS ANGELES GLOBAL CENTER	LOS ANGELES	USD	9.22	(9.22)	-
2192	USCA013837	LOS ANGELES GLOBAL CENTER	LOS ANGELES	USD	1,193.18	(565.31)	627.87
2192	USCA014002	*GLOBAL CENTER, MARINA DEL REY	MARINA DEL REY	USD	346.70	(191.24)	155.46
2192	USCA014905	1624 FRANKLIN ST.	OAKLAND	USD	778.24	(429.28)	348.96
2192	USCA015301	529 BRYANT STREET	PALO ALTO	USD	3,946.53	(1,865.92)	2,080.61
2192	USCA016708	770 L STREET	SACRAMENTO	USD	77.46	(42.72)	34.74
2192	USCA017201	10065 BARNES CANYON ROAD	SAN DIEGO	USD	1,246.66	(687.64)	559.02
2192	USCA017308	274 BRANNAN STREET SUITE 504	SAN FRANCISCO	USD	31,199.69	(14,751.18)	16,448.51
2192	USCA017314	444 MARKET STREET	SAN FRANCISCO	USD	136.47	(75.28)	61.19
2192	USCA017322	747 HOWARD STREET	SAN FRANCISCO	USD	1,195.03	(659.17)	535.86
2192	USCA018306	501 N FRENCH STREET	SANTA ANA	USD	-	-	-
2192	USCA020002	1244 REAMWOOD AVE.	SUNNYVALE	USD	12,121.72	(5,731.11)	6,390.61
2192	USCO021809	*102 S TEJON, STE 310*	COLORADO SPRINGS	USD	2,343.94	(2,326.57)	17.37
2192	USCO022012	700 14TH STREET	DENVER	USD	263.72	(145.46)	118.26
2192	USCO022014	910 15TH STREET	DENVER	USD	274.79	(151.56)	123.23
2192	USCO022205	*8765 E. ORCHARD RD, SUITE 708	ENGLEWOOD	USD	973.72	(537.10)	436.62
2192	USCT024101	185 ASYLUM ST.	HARTFORD	USD	40.57	(22.38)	18.19
2192	USCT024706	3 LANDMARK SQUARE	STAMFORD	USD	46.10	(25.42)	20.68
2192	USFL029509	*2 S. BISCAYNE BLVD, STE 1770*	MIAMI	USD	59.01	(32.55)	26.46
2192	USFL031412	*4200 W CYPRESS ST, SUITE 600*	TAMPA	USD	94.05	(51.88)	42.17
2192	USGA032515	3350 CUMBERLAND CIRCLE NW #B	ATLANTA	USD	94.05	(51.89)	42.16
2192	USID037002	9458 FAIRVIEW AVE SUITE 1	BOISE	USD	-	-	-
2192	USIL037705	101 NORTH WACKER DR	CHICAGO	USD	-	-	-
2192	USIL039504	1240 DIEHL ROAD	NAPERVILLE	USD	3,797.15	(2,046.70)	1,750.45
2192	USMA046802	1 MAIN STREET	CAMBRIDGE	USD	1,351.78	(735.64)	606.14
2192	USMD049509	*10 E BALTIMORE, LOWER LEVEL*	BALTIMORE	USD	1,720.60	(902.58)	818.02
2192	USMD050602	*14405 LAUREL PLACE, SUITE 200	LAUREL	USD	282.16	(155.64)	126.52
2192	USMI054306	21500 MELROSE AVE FL-1	SOUTHFIELD	USD	73.77	(40.69)	33.08
2192	USMN055401	14450 BURNHAVEN DRIVE	BURNSVILLE	USD	3,280.79	(1,551.16)	1,729.63
2192	USMO058506	324 E. 11TH ST. SUITE 110	KANSAS CITY	USD	250.81	(125.83)	124.98
2192	USNJ067301	110 SOUTH JEFFERSON ROAD	WHIPPANY	USD	88.52	(48.82)	39.70
2192	USNM067501	3451 CANDELARIA NE	ALBUQUERQUE	USD	601.20	(284.25)	316.95
2192	USNM067504	*20 FIRST PLAZA, SUITE 510*	ALBUQUERQUE	USD	394.65	(204.32)	190.33
2192	USNV069002	*230 S. LAS VEGAS BLVD, STE 20	LAS VEGAS	USD	8,326.45	(7,782.30)	544.15
2192	USNY074772	60 HUDSON ST.	NEW YORK	USD	-	-	-
2192	USNY074782	88 PINE STREET	NEW YORK	USD	-	-	-
2192	USNY075708	180 SOUTH CLINTON	ROCHESTER	USD	-	-	-
2192	USNY075723	95 N FITZHUGH STREET	ROCHESTER	USD	3,135.09	(864.66)	2,270.43
2192	USNY075723	95 N FITZHUGH STREET	ROCHESTER	USD	-	-	-
2192	USNY075723	95 N FITZHUGH STREET	ROCHESTER	USD	36,062.80	(17,200.08)	18,862.72
2192	USNY075725	*GLOBAL CENTER, ROCHESTER*	ROCHESTER	USD	662.06	(662.06)	-
2192	USOH079202	*11 SUPERIOR AVE, STE 300*	CLEVELAND	USD	1,373.91	(757.85)	616.06
2192	USOH079404	330 W SPRINT STREET	COLUMBUS	USD	177.04	(177.04)	-
2192	USOH079404	330 W SPRINT STREET	COLUMBUS	USD	2,930.40	(1,568.46)	1,361.94
2192	USOH079703	130 WEST SECOND ST	DAYTON	USD	160.44	(88.52)	71.92
2192	USTX093025	500 SOUTH ERVAY ST.	DALLAS	USD	606.73	(286.86)	319.87
2192	USTX094309	1415 LOUISIANA	HOUSTON	USD	2,083.91	(985.27)	1,098.64
2192	USTX094314	5555 SAN FELIP ST. SUITE 401A	HOUSTON	USD	29.51	(16.28)	13.23
2192	USTX094316	910 LOUISIANA STREET	HOUSTON	USD	697.10	(329.59)	367.51
2192	USTX094604	8050 JETSTAR	IRVING	USD	667.59	(667.59)	-
2192	USTX094604	8050 JETSTAR	IRVING	USD	14,283.11	(6,777.01)	7,506.10
2192	USVA099302	1632 E PARHAM ROAD	RICHMOND	USD	9.22	(9.22)	-
2192	USVA099502	1919 GALLOWS RD.	VIENNA	USD	302.44	(166.83)	135.61
2192	USWA101409	*2201 6TH AVENUE, SUITE 1205*	SEATTLE	USD	261.87	(144.45)	117.42
2192	USWI104910	3 S. PINCKNEY ST.	MADISON	USD	-	-	-

2192 Total					704,700.37	(263,721.26)	440,979.11
Grand Total					438,843,616.99	(141,450,570.19)	297,393,046.80

Former Locations

Shift	Company	Site	Country	Address	Postal Code	Our S.F.	Type	Owned/Leased	Expir.	Renewal Notification	Payee
New Site	GCTI	Anaheim	CA	2441 W. LaPalma	92801-2658		1 Rank	Leased	30-Apr-2009		
Downsized	GCTI	Anaheim	CA	24612463 W. LaPalma, Floor 1 and 2	92801-2670	88,662	POP	Leased	30-Apr-2009	1-Oct-2008	Living Stream Ministry
New Site	GCTI	Atlanta	GA	100 Ashford Center North, Suite 560	30339-4865	5,506	Sales	Leased	19-Feb-2010		Acquport Ashford Center North
Additional space	GCTI	Billings	MT	550 South 24th Street West	59101	12,800	Call Center	Leased	28-Feb-2010	30-Dec-2009	American Dream Harness
Terminated	GCDC	Bridgewater	NJ	1 E Chimney Rock Road	08807						
New Site	GCTI	Boston	MA	226 Causeway Street	02114-2171	3,750	Sales	Leased	5-Apr-2011		Intercontinental Fund 11 226 Causeway Street, LLC
New Site	GCTI	Charlotte	NC	8731 Red Oak Blvd., Suite 210	28217	2,096	Sales	Leased	3-Sep-2012		NC Owner LLC
Downsized	GCTI	Chicago	IL	101 North Wacker Drive	60606	1,479	Sales	Leased	29-Feb-2016		Equity Office Properties
New Site	GCTI	Dallas	TX	14649 Dallas Parkway, Suite 260, aka Wellington Centre	75254	3,340	Sales	Leased	31-Aug-2011	3-Jan-2011	Parkway, Ltd
Downsized	GCTI	Dallas	TX	2323 Bryan Street	75201-2628	18,719	POP	Leased	31-Mar-2016		Bryan Street Acquist
Downsized	GCTI	El Segundo	CA	1970 E. Grand Avenue, Suites 100	90245	8,364	Office	Leased	31-Jan-2007	1-Jul-2006	Ardian Realty Finance VI
Added and Terminated	GCTI	Houston	TX	13831 Northwest Freeway, Suite 425	77040	2,558	Sales	Leased	30-Apr-2007		One Northwest Centre LLC
New Site	GCTI	Las Vegas (North)	NV	One Aerjjet Way	89000	174	Cage	Leased	18-Feb-2008	4-4-07 - Per Jenn, auto renew and we need	
New Site	GCDC	Miami	FL	701 Waterford Way, Suite 390	33125	14,677	Office Operations	Leased	31-Jan-2017	4-Aug-2016	Teachers Insurance and Annuity Association of America
Terminated	GCDC	Miami	FL	1221 Brookline Ave., 28th Floor	33131						
Terminated	GCNAN	San Jose	CA	250 Stockton Avenue	95129-2761						
New Site	GCTI	New York	NY	110 East 58th Street, 18th Floor	10022	11,910	Office	Leased	30-May-2008		Geometry Group, Inc.
New Site	GCNAN	Phoenix	AZ	120 East Van Buren Street	85004		Cabinet	Leased	19-Aug-2007		Sterling Network Services LLC
Downsized	GCNAN	Reston	VA	12010 Sunset Hills Rd., 4th Floor	20190	10,913	Sales	Leased	23-Nov-2011	1-Sep-2005	Sitel Systems, Inc.
New Site	GCNAN	San Francisco	CA	200 Paul Avenue	94124-3121	4	POP	Leased	31-Aug-2011		
New Site	GCTI	Seattle	WA	1000 Denny Way, Level 3	98109-5340		POP	Leased			
New Site	GCNAN	Seattle	WA	140 Fourth Avenue North (Richter Plaza)	98109		License Agreement	Leased	31-Mar-2007		
Downsized	GCTI	Tampa	FL	400 North Tampa Street, Suite 710	33602	13,303	POP	Leased	31-Jan-2016	We must provide landlord written confirmation that we plan on exercising our renewal option(s) 9 months prior to expiration of the lease	Park Tower Investors, Ltd
New Site	GCDC	Washington	DC	13601 Street NW	20005	1,770	Office	Leased	31-May-2008		Brownstein Hyatt & Farber
Terminated	GCTI	Pensacola	FL	117 - 119 N Palatka St.	32501						
Terminated	GCNA	Denver/Westminster	CO	12110 North Pease Street, West Building	80224						
Terminated	GCTI	Phoenix	AZ	1212, 1220, 1234 East Washington Street	85034						
Terminated	GCTI	Heber-Oversgaard	AZ	2824 Highway 260, Suite One	85833						
Terminated	GCFM	San Francisco	CA	450 Mission St.	94105						
Terminated	GCTI	Phoenix	AZ	1212, 1220, 1234 East Washington Street	85034						
Terminated	GCTI	Pensacola	FL	117 - 119 N Palatka St.	32501						
Terminated	GCTI	Heber-Oversgaard	AZ	2824 Highway 260, Suite One	85833						
Terminated	GCNA	Denver/Westminster	CO	12110 North Pease Street, West Building	80224						
Terminated	GCFM	San Francisco	CA	450 Mission Street	94105						
Terminated	GCDC	Madison	NJ	7 Giraldi Farms	07840-1027						
Terminated	GCFM	Houston	TX	12245 I-45 North / 12085 North Freeway	77060						
Terminated	GCNAN	Tuvedo Park	NY	Intersection, Routes 17 & 17A							
Terminated	GCNA	Rochester	NY	111 Field Street	14620						
Terminated	GCTI	Detroit/Southfield	MI	100 Galleria, Suite 225	48034						
Terminated	GCTI	West Palm Beach I & II	FL	420/424 Hampton Road	33405-5125						
Terminated	GCNAN	Ashabula	OH	New London Road - Regan	44004						
Terminated	GCNAN	Brockton	NY	Marlin Road - Regan	14716						
Terminated	GCNAN	Mentor City	OH	Heisley Road - Regan	44060						
Terminated	GCNAN	Ripley	NY	Perdue Road	14775						
Terminated	GCNAN	Springfield/Lake City	PA	Holiday Road N.	16423						
Terminated	GCDC	Washington	DC	1615 L Street NW, Suite 450	20036						
Terminated	GCDC	New York	NY	45 West 60th Street, Apt. 6A	10023						
Terminated	GCNA	Rochester	NY	3441 W. Henrietta Rd.	14632						
Terminated	GCNAN	Ashland	NY	Comfort Hill Road - Tower	12407						
Terminated	GCNAN	Barbon	NY	Prospect Hill Road - Tower	13734						
Terminated	GCNAN	Binghamton	NY	Webb Road - Tower	13801						
Terminated	GCNAN	Coming	NY	Ellison Road - Tower	14830						
Terminated	GCNAN	East Aurora/Golden	NY	725 Devis Road - Tower	14052						
Terminated	GCNAN	Ira	NY	Southard Road, 76-29-33 /43-11-37 - Tower	13033						
Terminated	GCNAN	Jellisonville/Monticello	NY	Sniss Hill Road - Tower	12748						
Terminated	GCNAN	Lyons/Galen	NY	Harris Road - Tower	14489						
Terminated	GCNAN	New Baltimore/Harnacroik	NY	County Road #54 - Tower	12124						
Terminated	GCNAN	Pembroke	NY	1312 Main Road - Tower	14036						
Terminated	GCNAN	78-23-32 / 42-69-24									
Terminated	GCNAN	Saugerties	NY	East Hill Road - Tower	12477						
Terminated	GCNAN	Catskill/Vedder Mountain	NY	Grove School Road - Tower	12414						
Terminated	GCNAN	Warwick	NY	Brady Road - Tower	10990						

Shift	Company	Site	Country	Address	Postal Code	Our S.F.	Type	Owned/Leased	Expir.	Renewal Notification	Payee
Terminated	GCNAN	Churchville	NY	20 Fitch Street	14428						
Terminated	GCTI	Denver	CO	950 17th Street, Suite 1220	80202						
Terminated	GCTI	Denver	CO	950 17th Street, Suite 1280	80202						
Terminated	GCTI	Mandeville	LA	2895 Highway 190, Suite 231	70471						
Terminated	GCACS	Cedar Rapids	IA	230 Second Street SE	52401						
Terminated	GCNAN	Sweden	NY	7615 Fourth Section Rd., 77-86-18 / 43-08-34 - Tower	14420						
Terminated	GCNAN	Wauarsing	NY	Sams Point Road - Tower	12489						
Terminated	GCTI	San Francisco	CA	185 Berry Street	94107						
Terminated	Ameritel Management Inc.,	Benson	AZ	Rural area of Arizona SE of Tucson.							
Terminated	GCTI	Atlanta	GA	250 Williams Street, Suite 101 Reduction Area	30303-1032						
Terminated	IXNet	Chicago	IL	141 West Jackson Blvd.	60604						
Terminated	GCTI	Goleta	CA	7246 Hollister Avenue	93101						
Terminated	GCDC	Bridgewater	NJ	1E Chimney Rock Road	08807						
Terminated	GCTI	Boston/Woburn	MA	130 New Boston Street	01501						
Terminated	GCNAN	Hallstead	PA	Hickory Knob Road - Tower	18822						
Terminated	GCTI	New York	NY	88 Pine Street, 8th Floor	10005						
Terminated	GCTI	Denver	CO	950 17th Street, Suite 700	80202						
Terminated	GCTI	Denver	CO	950 17th Street, Suite 750	80202						
Terminated	GCFM	Los Angeles	CA	1200 West 7th Street, Suite 220	90017						
Terminated	GCNAN	Fairport Pinnton	NY	Thayer Road/Baker Hill - Tower	14450						
Terminated	GCNAN	Ganandaigua	NY	5416 Bliss Road - Tower	14424						
Terminated	GCNAN	Ashland	NY	Comfort Hill Road - Tower	12407						
Terminated	GCNAN	Barton	NY	Prospect Hill Road - Tower	13734						
Terminated	GCNAN	Binghamton	NY	Webb Road - Tower	13901						
Terminated	GCNAN	Coming	NY	Ellison Road - Tower	14830						
Terminated	GCNAN	Prattsburg/Lert Hill	NY	Gay Road, RD2 - Tower	14873						
Terminated	GCNA	East Rochester	NY	301 West Commercial Street	14445-2401						
Terminated	GCFM	Chicago	IL	30 South Wacker Dr., Suite 1701	60606						
Terminated	GCTI	Denver	CO	950 17th Street, Suite 805	80202						
Terminated	GCTI	Los Angeles	CA	624 S. Grand Ave. #1140	90017						
Terminated	GCTI	Los Angeles	CA	624 S. Grand Ave. #1100	90017						
Terminated	GC-Telmanagement	LaCrosse	WI	206 Fifth Avenue South	54601						

SCHEDULE 4.4(A)
to Pledge and Security Agreement

Pledged Stock:

<u>Holder</u>	<u>Stock Issuer</u>	<u>Class of Stock</u>	<u>Certificated (Y/N)</u>	<u>Stock Certificate No.</u>	<u>No. of Pledged Stock</u>	<u>% of Outstanding Stock of the Stock Issuer</u>
Global Crossing Limited	Global Crossing Holdings Limited		Y	2	1,200,000	100%
Global Crossing Holdings Limited	Global Crossing (Bidco) Ltd.		Y	6	300,000,003	100%
Global Crossing Holdings Limited	GC IMPSAT Holdings Nederlands B.V.		N	N/A	N/A	100%
Global Crossing Holding Limited	GC Impsat Holdings I Plc	Common	Y	5	1	100%
Global Crossing Holdings Limited	Global Crossing North American Holdings, Inc.		Y	1	12,500	100%
ALC Communications Corporation	Global Crossing Bandwidth, Inc.	Common	Y	14	79	Global Crossing Bandwidth, Inc. is owned 100% by ALC Communications Corporations
ALC Communications Corporation	Global Crossing Bandwidth, Inc.	Common	Y	1	900	
ALC Communications Corporation (formerly held by Global Crossing Telecommunications, Inc.)	Global Crossing Bandwidth, Inc.	Common	Y	6	109	
ALC Communications Corporation (formerly held by Global Crossing Telecommunications, Inc.)	Global Crossing Bandwidth, Inc.	Common	Y	5	2040	
ALC Communications Corporation (formerly held by Global Crossing Telecommunications, Inc.)	Global Crossing Bandwidth, Inc.	Common	Y	4	5	

ALC Communications Corporation (formerly held by Global Crossing North American Networks)	Global Crossing Bandwidth, Inc.	Common	Y	2	711	
ALC Communications Corporation	Global Crossing Telecommunications, Inc.	Common	Y	3	35	Global Crossing Telecommunications, Inc. is owned 100% by ALC Communications Corporations
ALC Communications Corporation	Global Crossing Telecommunications, Inc.	Common	Y	2	1000	
ALC Communications Corporation	Global Crossing Telecommunications, Inc.	Common	Y	5	7	
ALC Communications Corporation	Global Crossing Telecommunications, Inc.	Common	Y	4	24	
ALC Communications Corporation	Global Crossing Telecommunications, Inc.	Common	Y	6	173	
ALC Communications Corporation	Global Crossing Advanced Card Services, Inc.	Common	Y	110	7,150,854	100%
Global Crossing North American Holdings, Inc.	Global Crossing USA Inc.	Common	Y	3	1000	100%
Global Crossing Telecommunications, Inc.	Old Inter Exchange Networks, Inc. (f/k/a IXNET, Inc.)	Common	Y	2	100	100%
Global Crossing North American Holdings, Inc. (formerly held by Global Crossing Holdings USA, LLC)	U.S. Crossing Inc.	Common	Y	1	1000	100%

Global Crossing North America, Inc. (formerly held by Global Crossing Holdings USA, LLC)	ALC Communications Corporation	Common	Y	2	103	ALC Communications Corporation is 100% owned by Global Crossing North America, Inc.
Global Crossing North America, Inc. (formerly held by Global Crossing Holdings USA, LLC)	ALC Communications Corporation	Common	Y	1	100	
Global Crossing Holdings USA, LLC	MAC Landing Corp.	Common	Y	4	1000	100%
Global Crossing North American Holdings, Inc. (formerly held by Global Crossing Holdings USA, LLC)	Global Crossing Employee Services Inc.	Common	Y	1	1000	100%
ALC Communications Corporation	Global Crossing Local Services, Inc.	Common	Y	1	1000	100%
Global Crossing North American Holdings, Inc.	Global Crossing Latin America & Caribbean Co.	Common	Y	2	1000	100%
Global Crossing North America, Inc.	Global Crossing Internet Dial-Up Inc.	Common	Y	1	100	100%
Global Crossing North American Holdings, Inc.	Global Crossing North America, Inc.	Common	Y	3	1000	100%
ALC Communications Corporation	Global Crossing North American Networks, Inc.	Common	Y	9	201	100%
Global Crossing North American Networks, Inc.	Budget Call Long Distance, Inc.	Common	Y	3	100	100%
Global Crossing North America, Inc. (formerly held by Global Crossing Holdings USA, LLC)	Global Crossing Development Co.	Common	Y	2	100	100%
ALC Communications Corporation	Global Crossing North American Networks, Inc.	Common	Y	11	1	100%
Global Crossing Holdings USA, LLC	PAC Landing Corp.		Y	3	1000	100%
ALC Communications	Global Crossing		Y	2	100	Global Crossing

Corporation	Telemanagement, Inc.					Telemanagement, Inc. is owned 100% by ALC Communications Corporations
ALC Communications Corporation	Global Crossing Telemanagement, Inc.		Y	3	46	
Global Crossing Holdings USA, LLC	GT Landing Corp.		Y	4	1000	100%
Global Crossing North America, Inc.	GT Landing II Corp.		Y	1	100	100%
Global Crossing Holdings USA, LLC	Global Crossing Holdings USA, LLC (f/k/a GC Pacific Landing Corp.)		Y	7	100	100%
Global Crossing Telecommunications, Inc.	Global Crossing Billing, Inc.		Y	1	100	100%

Pledged LLC Interests:

Grantor	Limited Liability Company	Certificated (Y/N)	Certificate No. (if any)	No. of Pledged Units	% of Outstanding LLC Interests of the Limited Liability Company
Global Crossing North American Holdings, Inc.	Global Crossing Holdings USA, LLC	Y	2	1	100
Global Crossing Billing, Inc.	GC Mart LLC	N	N/A	N/A	100
Global Crossing Telemanagement, Inc.	Global Crossing Telemanagement VA, LLC	N	N/A	N/A	100
Global Crossing Ventures, Inc.	Equal Access Networks, LLC	N	N/A	N/A	86

Pledged Partnership Interests:

None.

Pledged Trusts Interests:

None.

Notes Evidencing Debt:

Please see attached schedule.

Securities Account:

<u>Grantor</u>	<u>Share of Securities Intermediary</u>	<u>Account Number</u>
Global Crossing North America Holdings, Inc.	Chase	91750
Global Crossing Telecommunications, Inc.	US Bank	252900001006
Global Crossing North America Holdings, Inc.	Chase	323-163211

Commodities Accounts:

None.

Deposit Accounts:

<u>Grantor</u>	<u>Name of Depository Bank</u>	<u>Account Number</u>
Global Crossing Telecommunications, Inc.	M&T	16659633
GC Video Conf.	Wells Fargo	193185055
GC Audio Conf.	Wells Fargo	1010856883
Global Crossing Telecommunications, Inc.: Buy/Sell	JPM/Chase Lockbox	512055637
Global Crossing Bandwidth, Inc.	JP Morgan Chase	512055645

Global Crossing Telecommunications, Inc.	US Bank	8058521
GC USA	JPM/Chase	323905064
Global Crossing Local Services, Inc.	HSBC	590845934
Budget Call Long Distance, Inc.	HSBC	590845942
Global Crossing North America, Inc.	HSBC	590840100
Global Crossing Telecommunications, Inc.	HSBC	411 002090-001
Global Crossing Telecommunications, Inc.	HSBC	411 002090-101
Global Crossing Limited	HSBC	010-090421-001
Global Crossing Limited	HSBC	010-090421-501
Global Crossing Limited	HSBC	010-090421-511
Global Crossing Limited	HSBC	010-090421-512
Global Crossing Limited	Mellon	ULFLIQUDC16005
Global Crossing Holdings Limited	HSBC	010-090413-512
Global Crossing Holdings Limited	HSBC	010-090413-002
Global Crossing Holdings Limited	HSBC	010-090413-514
Global Crossing	HSBC	010-090413-502

Holdings Limited		
Global Crossing Holdings Limited	HSBC	010-090413-515

Other Investment Related Property:

SEE ATTACHED.

Strategic Investments
Investment in Marketable Securities
Rochester BA06
3/31/2007

Legal Entity	Description	# of Shares	Per Share Cost	193003 Gross Invest	194003 Apprec/Deprec	194503 Reserve	Net Invest
2863	Avaya, Inc	89	28.255	2,515	350	(1,813)	1,051
2863	Alcatel-Lucent	8,068	208.325	1,680,766	13,595	(1,598,995)	95,366
2100	Boeing	75	3.781	284	6,385	-	6,668
2100	Delhi Telephone Co.	-	-	380,021	-	(380,021)	-
2867	Narus, Inc. - Common	519,965	5.519	2,869,853	-	(2,869,853)	-
2867	Narus, Inc. - Preferred	56,857	7.000	397,999	-	(397,999)	-
2867	Cereva Networks Inc	867,317	3.309	2,869,851	-	(2,869,851)	-
2867	CCC Group	1,566,257	2.443	3,826,411	-	(3,826,411)	-
2867	Doll Technology	-	-	1,703,576	-	(1,703,576)	-
2867	Brightlink	233,880	1.227	286,986	-	(286,986)	-
2867	Pluris, Inc. - Preferred C	947,893	3.028	2,869,853	-	(2,869,853)	-
2867	Pluris, Inc. - Preferred D	104,798	9.542	1,000,000	-	(1,000,000)	-
2867	Monroe Fund	-	-	375,000	-	(375,000)	-
2867	Village Network	681,178	2.936	2,000,000	-	(2,000,000)	-
2867	Gold Wire Technology	1,392,757	3.590	4,999,998	-	(4,999,998)	-
2867	AIG Orion Fund	-	-	1,755,208	-	(1,755,208)	-
2867	Circadence Corporation	-	-	4,999,995	-	(4,999,995)	-
2867	Genoa Corporation	-	-	3,000,000	-	(3,000,000)	-
2867	Tornado Development	-	-	5,000,000	-	(5,000,000)	-
2867	NXTV Inc.	-	-	4,041,917	-	(4,041,917)	-
2867	MoneyLine	-	-	7,500,000	-	(7,500,000)	-
2867	Graviton Inc.	-	-	4,999,995	-	(4,999,995)	-
2169	Leap Wireless International	2	45.940	92	40	-	132
2169	Metals Management Inc	98	0.619	61	4,467	-	4,528
2172	XO Holdings, Inc	7,542	2.250	16,970	21,721	-	38,690
2172	Eschelon Telecommunications	-	-	5,000,000	-	(5,000,000)	-
2172	Pensat/CDX.Com	-	-	1	-	(1)	-
				<u>61,577,350</u>	<u>46,557</u>	<u>(61,477,472)</u>	<u>146,435</u>
			balance per ECCS	61,577,349	46,558	(61,477,471)	
			Check	1	(1)	(1)	

Schedule 4.4 to the Pledge and Security Agreement (Pledged Debt)

<u>Lender</u>	<u>Interest Rate Provision</u>	<u>Counterparty</u>
GC Holdings Ltd.	11.375%	GC PEC Luxembourg II
GC Holdings Ltd.	0%	GC Limited
		Atlantic Crossing Holdings Ltd.
		Atlantic Crossing II Ltd.
		Atlantic Crossing Ltd.
		GC Asia Holdings Ltd.
		GC Cyprus Holdings Ltd.
		GC Holdings II Ltd.
		GC Intellectual Property, Ltd.
		GC International, Ltd.
		GC Investments, Ltd.
		GC Network Center Ltd.
		GC Portfolio Holdings Ltd.
		Mid-Atlantic Crossing Holdings Ltd.
		Mid-Atlantic Crossing Ltd.
		PAC Panama Ltd.
		Pan American Crossing Holdings Ltd.
		Pan American Crossing Ltd.
		South American Crossing (Backhaul) Ltd.
		South American Crossing (Subsea) Ltd.
		South American Crossing Holdings (Backhaul) Ltd.
		South American Crossing Holdings (Subsea) Ltd.
		South American Crossing Holdings Ltd.
		South American Crossing Ltd.
GC North American Holdings, Inc.	11.63%	ALC Communications
		GC Dev. Co., Inc.
		GC Mart LLC
		GC Pacific Landing Corp
		GCNAN Claims LLC - Delaware corp.
		GCNAN Claims LLC - California corp.
		GCTI Claims, LLC - Delaware corp.
		GCTI Claims, LLC - California Corp.
		GC Advanced Card Services
		GC Bandwith, Inc.
		GC Billing, Inc.
		GC Conferencing Canada, Ltd.
		GC Development Co.
		GC Employee Services, Inc.
		GC Global Center Holdings, Inc.
		GC Government Markets USA, Inc.
		GC Holdings USA LLC
		GC Internet Dial-Up, Inc.
		GC Latin America & Caribbean Co.
		GC Local Services, Inc.
		GC Management Services, Inc.
		GC North America, Inc.
		Global Crossing North America Networks, Inc.
		GC Telecommunications, Inc.
		GC Telecommunications Canada, Ltd.
		GC Telemanagement VA LLC
		GC Telemanagement, Inc.
		GC USA, Inc.
		GC Ventures, Inc.
		GC Worldwide Customer Help Desk Canada Ltd.
		GT Landing Corp.
		GT Landing II Corp.
		International Optic Network LLC
		IXNet, Inc.
		MAC Landing Corp.
		PAC Landing Corp.
		Racal Telecommunications, Inc.
		Subsidiary Telco, LLC
		US Crossing, Inc.
GC North American Holdings, Inc.	11.50%	GC Holdings Ltd.
GC Holdings Ltd.	0%	Japan
GC Holdings Ltd.	0%	Hong Kong

SCHEDULE 4.4(B)
to Pledge and Security Agreement

Acquisitions

Name of Acquirer	Date	Acquired Entity
ALC Communications Corporation	December 27, 2006	Merger with Global Crossing GlobalCenter Holdings, inc.
Global Crossing Holdings USA, LLC	December 26, 2006	Merger with GC Dev Co., Inc.; Merger with GS Pacific Landing Corp.

SCHEDULE 4.4(C)
to Pledge and Security Agreement

Pledged LLC Interests Not Constituting UCC Securities:

- GC Mart LLC
- Global Crossing Telemanagement VA, LLC
- Equal Access Networks, LLC

SCHEDULE 4.6
to Pledge and Security Agreement

Letters of Credit

Letters of Credit benefiting Global Crossing Bandwidth, Inc. in the aggregate amount of \$3,275,500.00.

SEE ATTACHED FOR FURTHER DETAILS.

Schedule 4.6 to Pledge and Security Agreement: Letters of Credit

Letter Number	FKA	Security Amount	Priority	Typical Agreement
3U Telecom Inc.		\$ 100,000.00	LOC	Carrier Service Agreement
American Phone Services, Inc.		\$ 150,000.00	LOC	Carrier Service Agreement
Aspen Communications, LLC		\$ 10,000.00	LOC	Capacity Agreement
BullsEye Telecom, Inc.		\$ 25,000.00	LOC	Carrier Service Agreement
Cbeyond Communications, LLC		\$ 50,000.00	LOC	Carrier Service Agreement
Cimco Communications, Inc.		\$ 50,000.00	LOC	Terms and Conditions
Close Call America, Inc.		\$ 100,000.00	LOC	Carrier Service Agreement
CommPartners, LLC	B & R Communications, LLC		LOC	Carrier Service Agreement
Covoda LLC		\$ 25,000.00	LOC	Carrier Service Agreement
Econotel Corporation		\$ 30,000.00	LOC	Carrier Service Agreement
ForcedMatrix.Com		\$ 100,000.00	LOC	Carrier Service Agreement
Master Call Communications		\$ 10,000.00	LOC	Carrier Service Agreement
Momentum Telecom, Inc.	f/k/a Momentum Business Solutions, Inc.	\$ 50,000.00	LOC	Carrier Services Agreement
Net One International, Inc.		\$ 250,000.00	LOC	Carrier Service Agreement
Network Enhanced Technologies, Inc.		\$ 25,000.00	LOC	Carrier Service Agreement
PNG Telecommunications, Inc.		\$ 125,000.00	LOC	Carrier Services Switchless Agreement
SmartNet, Inc. d/b/a Callsmart		\$ 50,000.00	LOC	Carrier Service Agreement
Tech Valley Communications, Inc.	GFC Communications, Inc.	\$ 100,000.00	LOC	Switchless Wholesale Service Agreement
Telephone Associates, Inc.		\$ 75,000.00	LOC	Carrier Service Switchless Agreement

Legal Entity	FKA	Service Amount	Priority	Type of Agreement
Touch-Tel Communications, Inc.		\$ 50,000.00	LOC	Carrier Services Switchless Agreement
Trans National Communications International		\$ 25,000.00	LOC	Switchless Wholesale Service Agreement
MMG Hopldings, Inc.	TTE of Maryland, Inc.	\$ 15,000.00	LOC	Switchless Reseller Services Agreement
United States Advanced Network, Inc.		\$ 750,000.00	LOC	Carrier Service Agreement
Uni-Tel Communications Group, Inc.		\$ 100,000.00	LOC	Carrier Services Switchless Agreement
Universal Access, Inc.		\$ 50,000.00	LOC	Capacity Agreement
Xspedius Communications, LLC		\$ 50,000.00	LOC	Carrier Service Agreement
TTUSA Acquisition, Inc.	YesTel, Inc.	\$ 140,000.00	LOC	Carrier Service Agreement
Zone Telecom, Inc.		\$ 250,000.00	LOC	Carrier Service Agreement
Paetec Communications, Inc.		\$ 100,000.00	LOC	Carrier Service Agreement
Point One Telecommunications, Inc.		\$ 50,000.00	LOC	No Hard or Soft Copy of Agreement Available
Koncept International, Inc. d/b/a Koncept USA		\$ 62,500.00	LOC	Master Service Agreement
Zingo Telecom, Inc.	WhistlerTel, Inc.	\$ 40,000.00	LOC	Master Service Agreement
Telespan Carrier Access, LLC		\$ 25,000.00	LOC	Master Service Agreement
Callbright Corporation			LOC	Master Service Agreement
Transbeam, Inc.		\$ 15,000.00	LOC	Master Service Agreement
Ayalogic, Inc.		\$ 40,000.00	LOC	Master Service Agreement
VoIP Alliance LLC		\$ 15,000.00	LOC	Master Service Agreement

Legal Entity	FKA	Security Amount	Security	Type of Agreement
Nationwide Telecom Inc.		\$ 18,000.00	LOC	Master Service Agreement
aireIP LLC		\$ 12,000.00	LOC	Master Service Agreement
Alpha Red, Inc.		\$ 18,000.00	LOC	Master Service Agreement
Inratel, LLC		\$ 125,000.00	LOC	Master Service Agreement
		\$ 3,275,500.00		

INTELLECTUAL PROPERTY

(A) Copyrights

None.

(B) Copyright Licenses

None.

(C) Patents

Patent No.	Applicant (Entity)	Issue Date
5,903,637	Global Crossing Advanced Card Services, Inc.	May 11, 1999
6,263,372	Global Crossing Advanced Card Services, Inc.	July 17, 2001
6,279,038	Global Crossing North America Inc.	August 21, 2001
5,854,833	Global Crossing Advanced Card Services, Inc.	December 29, 1998
6,016,343	Global Crossing Advanced Card Services, Inc.	January 18, 2000
5,873,099	Global Crossing Advanced Card Services, Inc.	February 16, 1999
5,867,566	Global Crossing Advanced Card Services, Inc.	February 2, 1999
5,799,156	Global Crossing Advanced Card Services, Inc.	August 25, 1998
5,590,181	Global Crossing Advanced Card Services, Inc.	December 31, 1996
5,586,175	Global Crossing Advanced Card Services, Inc.	December 17, 1996
5,633,919	Global Crossing Advanced Card Services, Inc.	May 27, 1997
5,615,251	Global Crossing Advanced Card Services, Inc.	March 25, 1997
5,638,430	Global Crossing Advanced Card Services, Inc.	June 10, 1997
5,483,587	Global Crossing Advanced Card Services, Inc.	January 9, 1996
5,546,449	Global Crossing Advanced Card Services, Inc.	August 13, 1996

5,619,554	Global Crossing Advanced Card Services, Inc.	April 8, 1997
5,646,982	Global Crossing Advanced Card Services, Inc.	July 8, 1997
6,643,362	Global Crossing, North America, Inc.	November 4, 2003

(D) Patent Licenses

None.

(E) Trademarks

See Attached.

(F) Trademark Licenses

None.

(G) Trade Secret Licenses

None.

(H) Intellectual Property Exceptions

None.

Mark	Ref#	Class(es)	Filed	Appln #	Reg Date	Reg #	Status
ARGENTINA							
AMERICAS INTERCONNECT CENTER	14920-017AR1	38	6/27/2001	2.347.239	11/29/2002	1903109	REGISTERED
	Owner: Global Crossing Holdings Limited						
	38: Telecommunications services, namely, providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network						
GLOBAL CROSSING	14920-035AR1	38	5/15/1998	2.151.267	8/18/1999	1.749.015	REGISTERED
	Owner: Global Crossing Holdings Limited						
	38: All services in class 38, namely: Communications						
GLOBAL CROSSING & DESIGN	14920-036AR1	38	5/15/1998	2.151.268	8/18/1999	1.749.016	REGISTERED
	Owner: Global Crossing Holdings Limited						
	38: Communications.						
SAC-1	14920-062AR1	38	5/15/1998	2.151.270	8/23/1999	1.749.450	REGISTERED
	Owner: Global Crossing Holdings Limited						
	38: Communications						
SOUTH AMERICAN CROSSING	14920-065AR1	38	5/15/1998	2.151.271	8/18/1999	1.749.019	REGISTERED
	Owner: Global Crossing Holdings Limited						
	38: Communications						
AUSTRALIA							
7 CABLES & DESIGN	14920-010AU1	38	4/11/2000	831426	3/5/2001	831426	REGISTERED
	Owner: Global Crossing Holdings Limited						
	38: Telecommunications services						
AGC	14920-015AU1	38	5/5/2000	834223	6/20/2001	834223	REGISTERED
	Owner: Global Crossing Holdings Limited						
	38: Telecommunications services, namely, providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network						

Mark	Ref#	Class(es)	Filed	Appln #	Reg Date	Reg #	Status
ASIA GLOBAL CROSSING	14920-009AU1	38	4/11/2000	831425	3/5/2001	831425	REGISTERED

Owner: Global Crossing Holdings Limited
38: Telecommunications services

GLOBAL CROSSING	14920-035AU1	38	4/11/2000	831424	4/11/2000	831424	REGISTERED
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Owner: Global Crossing Holdings Limited
38: Telecommunications services.

BERMUDA

AGC	14920-015BM1	38	2/3/2000	31658	2/3/2000	B31658	REGISTERED
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Owner: Global Crossing Holdings Limited
38: Telecommunications services

ASIA GLOBAL CROSSING	14920-009BM2	38	11/1/2001	33612	11/1/2001	33612	REGISTERED
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Owner: Global Crossing Holdings Limited
38: Telecommunication services

GLOBAL CROSSING	14920-035BM1	38	10/11/1999	31106	10/11/1999	31106	REGISTERED
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Owner: Global Crossing Holdings Limited
38: Telecommunications services.

BRAZIL

AMERICAS INTERCONNECT CENTER	14920-017BR1	38	7/27/2001	823614948			PENDING
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Owner: Global Crossing Holdings Limited
38: Telecommunications services, namely providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network

GLOBAL CROSSING	14920-035BR1	38	9/29/1998	821107810			PENDING
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Owner: Global Crossing Holdings Limited
38: Telecommunication services, namely, investing in, planning developing, constructing, operating, providing and selling telecommunication services.

Mark	Ref#	Class(es)	Filed	Appln #	Reg Date	Reg #	Status
GLOBAL CROSSING & DESIGN	14920-036BR1	38	9/30/1998	821108662			PENDING
Owner: Global Crossing Holdings Limited							
38: Telecommunications services, namely investing in planning, developing, constructing, operating, providing and selling telecommunications services							
SOUTH AMERICAN CROSSING	14920-065BR1	38	9/29/1998	821107801			PENDING
Owner: Global Crossing Holdings Limited							
38: Telecommunication services, namely, investing in, planning developing, constructing, operating, providing and selling telecommunication services.							
CANADA							
CABLE DESIGN	14920-022CA1	0	4/26/2001	1100936	5/26/2003	TMA582312	REGISTERED
Owner: Global Crossing Holdings Limited							
0: Telecommunications services, namely providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network							
CONFERCALL	14920-081CA1	0	11/23/1987	595769	3/17/1989	TMA353085	REGISTERED
Owner: Global Crossing Telecommunications, Inc.							
0: Teleconferencing services							
CONFERTECH	14920-080CA1	0	11/23/1987	595768	9/30/1988	TMA345581	REGISTERED
Owner: Global Crossing Telecommunications, Inc.							
0: Electronic teleconferencing units							
CT & Design	14920-079CA1	9	10/24/2006	1322071			PENDING
Owner: Global Crossing Telecommunications, Inc.							
9: Electronic teleconferencing units							

Mark	Ref#	Class(es)	Filed	Appln #	Reg Date	Reg #	Status
CT CONFERTECH AND DESIGN	14920-078CA1	9	10/24/2006	1322072			PENDING
	Owner: Global Crossing Telecommunications, Inc.						
	9 : Electronic teleconferencing units.						
GLOBAL CROSSING	14920-035CA1	0	9/24/1999	1029996	7/20/2001	TMA548422	REGISTERED
	Owner: Global Crossing Holdings Limited						
	0 : Providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network.						
GLOBAL CROSSING & DESIGN	14920-036CA1	0	5/14/2001	1103127	5/27/2003	TMA582429	REGISTERED
	Owner: Global Crossing Holdings Limited						
	0 : Communications connections and transfer of data, voice, video and other information namely images, sound and text, via a fiber optic based network						
NORTH AMERICAN CROSSING	14920-051CA1	0	11/3/1999	1034647	12/4/2001	TMA554983	REGISTERED
	Owner: Global Crossing Holdings Limited						
	0 : Providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network.						
CHILE							
AMERICAS INTERCONNECT CENTER	14920-017CL1	38	8/24/2001	540631	6/19/2002	633.306	REGISTERED
	Owner: Global Crossing Holdings Ltd.						
	38: Telecommunications services, namely, providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network						
GLOBAL CROSSING	14920-035CL2	38	10/27/2006	749559			PENDING
	Owner: Global Crossing Holdings Limited						
	38: Providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network						
CHINA							
7 CABLES & DESIGN	14920-010CN1	38	2/12/2000	2000-016899	5/28/2001	1579841	REGISTERED
	Owner: Global Crossing Holdings Limited						
	38: Providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network						

Mark	Ref#	Class(es)	Filed	Appln #	Reg Date	Reg #	Status
AGC	14920-015CN1	38	2/23/2000	2000-019859	8/28/2001	1627777	REGISTERED

Owner: Global Crossing Holdings Limited

38: Telecommunications services, namely, providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network

ASIA GLOBAL CROSSING	14920-009CN1	38	1/4/2000	2000-001829	10/21/2003	2019606	REGISTERED
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Owner: Global Crossing Holdings Limited

38: Communications by fiber optic networks

EUROPEAN UNION (CTM)

Mark	Ref#	Class(es)	Filed	Appln #	Reg Date	Reg #	Status
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GLOBAL CROSSING	14920-035EU1	38	5/7/1998	000818641	1/20/2005	000818641	REGISTERED
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Owner: Global Crossing Holdings Ltd.

38: Telecommunications services

GLOBAL CROSSING & DESIGN	14920-036EU1	38	5/7/1998	000818724	1/20/2005	000818724	REGISTERED
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Owner: Global Crossing Holdings Ltd.

38: Telecommunications services.

PAN-EUROPEAN CROSSING	14920-058EU1	38	5/7/1998	000818807	2/9/2005	000818807	REGISTERED
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Owner: Global Crossing Holdings Limited

38: Telecommunications services, namely investing in, planning, developing, constructing, operating, providing and selling telecommunications services

Mark	Ref#	Class(es)	Filed	Appln #	Reg Date	Reg #	Status
PEC-1	14920-060EU1	38	5/7/1998	000818625	2/9/2005	000818625	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Telecommunications services							

GERMANY

Mark	Ref#	Class(es)	Filed	Appln #	Reg Date	Reg #	Status
GLOBAL CROSSING	14920-035DE1	38, 42	5/15/1998	39826434.1/38	12/14/1998	398 26 434.1	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Telecommunication; technical project planning; field of equipment for telecommunication; for disposal notch of equipment for telecommunication to third party							
42: Planning, development and construction for telecommunication services							
GLOBAL CROSSING & DESIGN	14920-036DE1	38, 42	5/18/1998	398 27846/38	9/21/1998	39827846.6	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Telecommunications services							
42: Entertainment services							
PAN-EUROPEAN CROSSING	14920-058DE1	38, 42	5/12/1998	398 26 438.4	12/14/1998	398 26 438.4	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Telecommunications services, namely, investing in, planning, developing, constructing, operating, providing and selling telecommunications services							
42: Entertainment services							
PEC-1	14920-060DE1	38, 42	5/12/1998	398 26 439.2	12/14/1998	398 26 439.2	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Telecommunications services, namely, investing in, planning, developing, constructing, operating, providing and selling telecommunications services							
42: Entertainment services							
HONG KONG							
7 CABLES & DESIGN	14920-010HK1	38	1/31/2000	2000/01960	9/2/2000	200011915	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Telecommunications services all included in Class 38							
AGC	14920-015HK1	38	2/18/2000	2000/03307	6/16/2003	2003B08148	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Telecommunications services; all included in Class 38							

Mark	Ref#	Class(es)	Filed	Appln #	Reg Date	Reg #	Status
ASIA CROSSING	14920-018HK1	38	7/23/1998	98/09777	7/7/2000	2000B09524	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Telecommunications services, planning of telecommunications services, optical fiber telecommunications services; all included in Class 38							
ASIA GLOBAL CROSSING	14920-009HK1	38	10/8/1999	14156/1999	9/17/2002	2002B12184	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Telecommunication services; planning, developing, operating and providing telecommunication services; operating fiber optic cable system capacity; operating telecommunication systems; providing communications connections and transfer of data voice, video and other information via a fiber optic-based network; all included in Class 38							
GLOBAL CROSSING	14920-035HK1	38	4/2/1998	98/09775	2/15/2000	2000B02827	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Telecommunications services; planning relating to telecommunication; operating of telecommunication systems; all included in Class 38							
GLOBAL CROSSING & DESIGN	14920-036HK1	38	4/2/1998	98/09774	4/2/1998	2000B01623	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Telecommunications services; planning relating to telecommunication; operating of telecommunication systems; all included in Class 38							
INDIA							
AGC	14920-015IN1	16	3/14/2000	909848	3/14/2000	909848	REGISTERED
Owner: Global Crossing Holdings Ltd.							
16: Printed materials in the field of communications and telecommunications, including brochures, pamphlets, manuals, operating instructions, stationary, catalogs, newsletters, user guides, instructional and teaching materials							
ASIA GLOBAL CROSSING	14920-009IN1	16	12/13/1999	891427	4/26/2005	891427	REGISTERED
Owner: Global Crossing Holdings Ltd.							
16: Printed materials in the field of communications and telecommunications, including brochures, pamphlets, manuals, operating instructions, stationery, catalogues, newsletters, user guides, instructional and teaching materials							

Mark	Ref#	Class(es)	Filed	Appln #	Reg Date	Reg #	Status
GLOBAL CROSSING	14920-035IN1	16	12/13/1999	891426	5/19/2005	891426	REGISTERED

Owner: Global Crossing Holdings Ltd.

16: Printed materials in the field of communications and telecommunications, including brochures, pamphlets, manuals, operating instructions, stationery, catalogues, newsletters, user guides, instructional and teaching materials

INDONESIA

AGC	14920-015ID1	38	11/6/2000	498462	2/18/2002	498462	REGISTERED
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Owner: Global Crossing Holdings Limited

38: Telecommunications services

ASIA GLOBAL CROSSING	14920-009ID1	38	2/5/2001	498463	2/18/2002	498463	REGISTERED
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Owner: Global Crossing Holdings Limited

38: Telecommunications services

JAPAN

7 CABLES & DESIGN	14920-010JP1	38	1/27/2003	5101/2000	3/2/2001	4457474	REGISTERED
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Owner: Global Crossing Holdings Limited

38: Cellular telephone communication; telex communication; communication by computer terminals; communication by telegram; communication by telephone; facsimile communication; radio/telephone paging services; communication by other communication equipment; news services for communication media; rental/leasing of communication equipment including telephone/facsimile machines; providing information regarding communication

AGC	14920-015JP1	38	2/17/2000	12938/2000	4/20/2001	4469520	REGISTERED
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Owner: Global Crossing Holdings Limited

38: Cellular telephone communication; telex communication; communication by computer terminals; communication by telegram; communication by telephone; facsimile communication; radio/telephone paging services; television broadcasting; cable television broadcasting; radio broadcasting; news services for communication media; rental/leasing of communication equipment (including telephone/facsimile machines)

ASIA CROSSING	14920-018JP1	38	7/30/1998	65186/1998	10/8/1999	4323395	REGISTERED
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Owner: Global Crossing Holdings Limited

38: Telecommunication services, namely fiber optic cable system

Mark	Ref#	Class(es)	Filed	Appln #	Reg Date	Reg #	Status
ASIA GLOBAL CROSSING	14920-009JP1	38	10/15/1999	90787/1999	1/18/2002	4536644	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Cellular telephone communication; telex communication; communication by computer terminals; communication by telegram; communication by telephone; facsimile communication; radio/telephone paging services; television broadcasting; cable television broadcasting; radio broadcasting; news services for communication media; rental/leasing of communication equipment (including telephone/facsimile machines)							
GLOBAL CROSSING	14920-035JP1	38	7/30/1998	65181/1998	5/19/2000	4383015	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Telecommunication services, namely a fiber optic cable system.							
GLOBAL CROSSING & DESIGN	14920-036JP1	38	7/30/1998	65182/1998	2/2/2001	4450258	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Cellular telephone communication; telex communication; communication by computer terminals; communication by telegram; communication by telephone; facsimile transmission; radio/telephone paging services; communication by other communication equipment; news services for communication media; rental/leasing of communication equipment including telephones/facsimile machines; providing information regarding communication							
MACAO							
AGC	14920-015MO1	38	7/13/2000	N/006317	11/21/2000	N/006317	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Telecommunications services							
ASIA CROSSING	14920-018MO1	38	7/27/1998	N/003749	1/14/1999	N/003749	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Telecommunications services, namely, investing in, planning, developing, constructing, operating, providing and selling telecommunications services.							
ASIA GLOBAL CROSSING	14920-009MO1	38	7/13/2000	N/006318	11/21/2000	N/006318	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Telecommunication services							

Mark	Ref#	Class(es)	Filed	Appln #	Reg Date	Reg #	Status
GLOBAL CROSSING	14920-035MO1	38	7/27/1998	N/003751	1/14/1999	N/003751	REGISTERED

Owner: Global Crossing Holdings Limited

38: Telecommunication services, namely investing in, planning, developing, constructing, operating, providing and selling telecommunication services

GLOBAL CROSSING & DESIGN	14920-036MO1	38	7/27/1998	N/003752	1/14/1999	N/003752	REGISTERED
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Owner: Global Crossing Holdings Limited

38: Telecommunication services, namely, investing in, planning developing, constructing, operating, providing and selling telecommunication services

MALAYSIA

AGC & DESIGN	14920-016MY1	38	5/23/2000	2000/06340	5/10/2003	2000/06340	REGISTERED
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Owner: Global Crossing Holdings Limited

38: Telecommunications services

ASIA GLOBAL CROSSING	14920-009MY1	38	2/3/2000	2000/01403	2/3/2000	2000/01403	REGISTERED
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Owner: Global Crossing Holdings Limited

38: Telecommunications services

GLOBAL CROSSING	14920-035MY1	38	1/14/2000	2000/00299	1/14/2000	2000/00299	REGISTERED
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Owner: Global Crossing Holdings Limited

38: Telecommunications services

MEXICO

AMERICAS INTERCONNECT CENTER	14920-017MX1	38	11/16/2001	518291	2/24/2005	868519	REGISTERED
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Owner: Global Crossing Holdings Limited

38: Telecommunications services, namely, providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network

Mark	Ref#	Class(es)	Filed	Appln #	Reg Date	Reg #	Status
GLOBAL CROSSING	14920-035MX1	38	5/26/1998	333812	10/29/1998	591574	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Telecommunication services, namely, investing in, planning developing, constructing, operating, providing and selling telecommunication services							
GLOBAL CROSSING & DESIGN	14920-036MX1	38	5/26/1998	333809	5/27/1999	611106	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Telecommunication services, investment in these services, planning, developing, construction, and provision of telecommunications services							
NORTH AMERICAN CROSSING	14920-051MX1	38	2/4/2000	409477	2/29/2000	645242	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Telecommunications services							
PAC-1	14920-003MX1	38	5/26/1998	333812	1/26/1999	598167	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Telecommunications services, namely designing, building, operating, and selling fiber optic cable system capacity							
PAN-AMERICAN CROSSING	14920-070MX1	38	5/26/1998	333813	1/26/1999	598168	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Telecommunications services, namely designing, building, operating, and selling fiber optic cable system capacity							
NEW ZEALAND							
AGC	14920-015NZ1	38	10/5/2000	624433	10/9/2001	624433	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Telecommunications services, namely, providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network							
ASIA GLOBAL CROSSING	14920-009NZ1	38	11/11/1999	602686	9/6/2001	602686	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Telecommunication services							

Mark	Ref#	Class(es)	Filed	Appin #	Reg Date	Reg #	Status
GLOBAL CROSSING	14920-035NZ1	38	11/11/1999	602687	9/6/2001	602687	REGISTERED
	Owner: Global Crossing Holdings Limited						
	38: Telecommunications services						

PANAMA

AMERICAS INTERCONNECT CENTER	14920-017PA1	38	8/14/2001	116455	8/14/2001	116455	REGISTERED
	Owner: Global Crossing Holdings Limited						
	38: Telecommunications services, namely providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network						

GLOBAL CROSSING	14920-035PA1	38	5/13/1998	093843	5/13/1998	93843	REGISTERED
	Owner: Global Crossing Holdings Limited						
	38: Telecommunication services, namely, investing in, planning developing, constructing, operating, providing and selling telecommunication services						

GLOBAL CROSSING & DESIGN	14920-036PA1	38	5/13/1998	093846	2/3/2000	93846	REGISTERED
	Owner: Global Crossing Holdings Limited						
	38: Telecommunications services, namely investing in planning, Developing, constructing, operating, providing and selling telecommunications services						

PAC-1	14920-003PA1	38	5/13/1998	093844	5/13/1998	93844	REGISTERED
	Owner: Global Crossing Holdings Limited						
	38: Telecommunications services, namely designing, building, operating, and selling fiber optic cable system capacity						

PAN-AMERICAN CROSSING	14920-070PA1	38	5/13/1998	093842	5/13/1998	93842	REGISTERED
	Owner: Global Crossing Holdings Limited						
	38: Telecommunications services, namely designing, building, operating, and selling fiber optic cable system capacity						

PERU

GLOBAL CROSSING	14920-035PE1	38		121894	7/17/2001	26401	REGISTERED
	Owner: Global Crossing Holdings Limited						
	38: Telecommunications						

Mark	Ref#	Class(es)	Filed	Appln #	Reg Date	Reg #	Status
	14920-035PE2	37		121895	7/17/2001	26402	REGISTERED

Owner: Global Crossing Holdings Limited

37: Construction, repairs, installation services

	14920-035PE3	9		121922	7/31/2001	73532	REGISTERED
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Owner: Global Crossing Holdings Limited

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GLOBAL CROSSING & DESIGN	14920-036PE1	38	1/28/2004	201331	5/10/2004	035274	REGISTERED
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Owner: Global Crossing Holdings Limited

38: Telecommunications services and providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network

PHILIPPINES

ASIA GLOBAL CROSSING	14920-009PH2	35	3/24/2003	4-2003-02735	12/19/2005	4-2003-002735	REGISTERED
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Owner: Global Crossing Holdings Limited

35: Providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network

GLOBAL CROSSING	14920-035PH2	35	3/24/2003	4-2003-02736	7/1/2005	4-2003-002736	REGISTERED
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Owner: Global Crossing Holdings Limited

35: Providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network

SINGAPORE

7 CABLES & DESIGN	14920-010SG1	38	2/19/2000	T00/02543A	2/19/2000	T00/02543A	REGISTERED
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Owner: Global Crossing Holdings Limited

38: Telecommunications services

AGC	14920-015SG1	38	2/28/2000	T00/030551	2/28/2000	T00/030551	REGISTERED
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Owner: Global Crossing Holdings Limited

38: Telecommunications services, namely, providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network

Mark	Ref#	Class(es)	Filed	Appln #	Reg Date	Reg #	Status
ASIA CROSSING	14920-018SG1	38	7/13/1998	T98/06954H	4/15/2002	T98/06954H	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Telecommunications services; namely providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network							
ASIA GLOBAL CROSSING	14920-009SG1	38	10/12/1999	T99/11408C	10/12/1999	T99/11408C	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Telecommunications services							
GLOBAL CROSSING	14920-035SG1	38	7/13/1998	T98/06955F	4/2/1998	T98/06955F	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Telecommunications services; providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network							
GLOBAL CROSSING & DESIGN	14920-036SG1	38	7/13/1998	T98/06956D	4/2/1998	BT98/06956D	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Telecommunications services; providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network							
SOUTH KOREA							
7 CABLES & DESIGN	14920-010KR1	38	2/14/2000	41-2000-3182	4/27/2001	67739	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Communication enterprise business including investing in, planning, developing, construction, operating and providing telecommunications services							
AGC	14920-015KR1	38	2/26/2000	41-2000-4717	4/24/2001	67653	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Communication enterprise business including investing in, planning, developing, constructing, operating and providing telecommunication services; communication business through optical fiber network including designing, building, operating and providing fiber optic cable system							

Mark	Ref#	Class(es)	Filed	Appln #	Reg Date	Reg #	Status
ASIA CROSSING	14920-018KR1	38	7/28/1998	5928/1998	11/23/1999	57796	REGISTERED
	Owner: Global Crossing Holdings Limited						
	38: Providing telecommunication services rendered over a fiber optic cable system						
GLOBAL CROSSING	14920-035KR1	38	7/28/1998	5929/1998	11/23/1999	57795	REGISTERED
	Owner: Global Crossing Holdings Limited						
	38: Providing telecommunications services rendered over a fiber optic cable system.						
GLOBAL CROSSING & DESIGN	14920-036KR1	38	7/28/1998	5930/1998	11/23/1999	57794	REGISTERED
	Owner: Global Crossing Holdings Limited						
	38: Providing telecommunications services rendered over a fiber optic cable system						
SWITZERLAND							
NAMS	14920-109CH1	9	11/18/1991	393907	11/18/1991	393907	REGISTERED
	Owner: Global Crossing Telecommunications, Inc.						
	9: Computer Software for surveillance of telecommunications networks						
TAIWAN							
7 CABLES & DESIGN	14920-010TW1	38	3/7/2000	89011858	3/1/2001	139572	REGISTERED
	Owner: Global Crossing Holdings Limited						
	38: Telecommunication services						
AGC	14920-015TW1	38	5/26/2000	89/29762	4/16/2001	141926	REGISTERED
	Owner: Global Crossing Holdings Limited						
	38: Telecommunications services						
ASIA CROSSING	14920-018TW1	38	7/17/1998	87/34887	1/1/2000	119727	REGISTERED
	Owner: Global Crossing Holdings Limited						
	38: Telecommunication services.						

Mark	Ref#	Class(es)	Filed	Appln #	Reg Date	Reg #	Status
ASIA GLOBAL CROSSING	14920-009TW1	38	3/7/2000	89/11857	3/1/2001	139624	REGISTERED
	Owner: Global Crossing Holdings Limited						
	38: Telecommunications services						
GLOBAL CROSSING	14920-035TW1	38	7/17/1998	87/3888	11/16/1999	117911	REGISTERED
	Owner: Global Crossing Holdings Limited						
	38: Telecommunications services						
GLOBAL CROSSING & DESIGN	14920-036TW1	38	7/17/1998	87/34889	11/16/1999	117920	REGISTERED
	Owner: Global Crossing Holdings Limited						
	38: Telecommunications services						

THAILAND

AGC & DESIGN	14920-016TH1	38	3/31/2000	415920	4/3/2002	SM15568	REGISTERED
	Owner: Global Crossing Holdings Limited						
	38: Telecommunications services, namely designing, building, operating, providing and selling fiber optic cable system capacity; investing in, planning, developing, constructing, operating, providing and selling telecommunication services and telecommunication services provided by transoceanic and terrestria fiber optic cable systems and satellite systems						
ASIA GLOBAL CROSSING & DESIGN	14920-019TH1	38	1/17/2002	477777	1/8/2003	SM18471	REGISTERED
	Owner: Global Crossing Holdings Limited						
	38: Providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network						
GLOBAL CROSSING and Design	14920-036TH1	38	7/13/2005	596550			PENDING
	Owner: Global Crossing Holdings Limited						
	38: Telecommunications services and providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network						

UNITED KINGDOM

Mark	Ref#	Class(es)	Filed	Appln #	Reg Date	Reg #	Status
ASIA GLOBAL CROSSING	14920-009GB1	38	3/20/2001	2264992	8/24/2001	2264992	REGISTERED
	Owner: Global Crossing Holdings Limited						
	38: Providing communications connections and transfer of data, voice, video and other information via a fiber-optic based network						
ATLANTIC CROSSING	14920-020GB1	38	3/20/2001	2264982	3/29/2002	2264982	REGISTERED
	Owner: Global Crossing Holdings Limited						
	38: Providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network						
GLOBAL CROSSING	14920-035GB1	38	5/5/1998	2165688	7/2/1999	2,165,688	REGISTERED
	Owner: Global Crossing Holdings Limited						
	38: Telecommunication services, namely investing in, planning, developing, constructing, operating, providing and selling telecommunication services						
GLOBAL CROSSING & DESIGN	14920-036GB1	38	5/5/1999	2165693	7/2/1999	2165693	REGISTERED
	Owner: Global Crossing Holdings Limited						
	38: Telecommunications services, namely, investing in, planning, developing, constructing, operating, providing and selling telecommunications services						
GLOBALPOINT	14920-093GB1	38	9/1/1995	2032161	9/20/1996	2032161	REGISTERED
	Owner: Global Crossing Telecommunications, Inc.						
	38: Local and long distance telecommunication services						

Mark	Ref#	Class(es)	Filed	Appln #	Reg Date	Reg #	Status
ONE PLANET, ONE NETWORK	14920-038GB1	38	3/21/2001	2264994	8/31/2001	2264994	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network							
PAN-EUROPEAN CROSSING	14920-058GB1	38	5/5/1998	2165696	7/2/1999	2165696	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network							
PEC-1	14920-060GB1	38	5/5/1998	2165698	10/23/1998	2165698	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Telecommunications services, namely investing in, planning, developing, constructing, operating, providing and selling telecommunications services							

Mark	Ref#	Class(es)	Filed	Appln #	Reg Date	Reg #	Status
SKYNODE	14920-125GB2	38	8/22/1989	1397031	5/1/1992	1397031	REGISTERED
Owner: Global Crossing (UK) Telecommunications Ltd.							
38: Communications and telecommunications services for data and voice communications; provision of services for the management and control of data and electrical signal communicating networks; all included in Class 38; but not including any such services relating to the broadcasting of television and radio programmes							
SKYPORT	14920-128GB2	38	9/22/1989	1399301	5/22/1992	1399301	REGISTERED
Owner: Global Crossing (UK) Telecommunications Ltd.							
38: Communications and telecommunications services for data and voice communications; provision of services for the management and control of data and electrical signal communicating networks; all included in Class 38; but not including any such services relating to the broadcasting of television and radio programmes							
TERMINUS	14920-132GB1	38	3/6/1997	2125688	5/22/1998	2125688	REGISTERED
Owner: Global Crossing (UK) Telecommunications Ltd.							
38: Telecommunications and data communications services; management of telecommunications and data communications networks; rental of telecommunications and data communications apparatus, instruments and installations							
TRIPTALK	14920-112GB1	36	6/22/1995	2024844	2/23/1996	2024844	REGISTERED
Owner: Global Crossing Telecommunications, Inc.							
36: Debit card services for accessing local and long distance telecommunications services							
UNITED STATES							
7 CABLES & DESIGN	14920-010001	38	10/15/1999	75/823,428	8/7/2001	2,476,566	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network							
ALC (Stylized)	14920-114001	38	12/23/1987	73/702,568	10/18/1988	1,509,569	REGISTERED
Owner: Global Crossing Telecommunications, Inc.							
38: Long distance telephone communication services							

Mark	Ref#	Class(es)	Filed	Appln #	Reg Date	Reg #	Status
ALL DAY 1+	14920-102002	38	10/28/2004	78/507,712			ALLOWED
Owner: Global Crossing North America, Inc.							
38: Long distance telecommunication services, namely, long distance telephonic services							
ASIA GLOBAL CROSSING	14920-009001	38	10/8/1999	75/817,572	7/23/2002	2,598,569	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network							
CALL HOME AMERICA SELECT	14920-106001	38	10/5/1998	75/564,677	8/22/2000	2,380,013	REGISTERED
Owner: Global Crossing North America, Inc.							
38: Telecommunications services, namely long distance services							
CALLNET	14920-085002	38	10/6/2005	78/728,033			ALLOWED
Owner: Global Crossing Holdings Limited							
38: Telecommunication services, namely, local and long distance telephonic communication services							
CASH GUARD	14920-086001	36	4/15/1996	75/088,247	7/15/1997	2,078,875	REGISTERED
Owner: Global Crossing Holdings Limited							
36: Telephone calling card services with enhanced feature, namely, the extension of credit for telecommunications and related calling card services							
CC-1	14920-023002	38	11/22/2004	78/520,838			ALLOWED
Owner: Global Crossing Holdings Limited							
38: Providing communications connections and transfer of data, voice, video and other information via a fiber-optic based network							
CONFERCALL	14920-081002	38	5/15/2006	78/883,612			ALLOWED
Owner: Global Crossing Telecommunications, Inc.							
38: Teleconferencing services.							

Mark	Ref#	Class(es)	Filed	Appln #	Reg Date	Reg #	Status
CONFERTECH	14920-080002	9	4/27/2006	78/871,148			ALLOWED
	Owner: Global Crossing Telecommunications, Inc.						
	9: Electronic teleconferencing units.						
CT & Design	14920-079002	9	4/27/2006	78/871,378			ALLOWED
	Owner: Global Crossing Telecommunications, Inc.						
	9: Electronic teleconferencing units						
CT CONFERTECH AND DESIGN	14920-078002	9	4/27/2006	78/871,304			ALLOWED
	Owner: Global Crossing Telecommunications, Inc.						
	9: Electronic teleconferencing units.						
EXPRESSFRAME	14920-005001	38	10/22/2001	76/328,358	1/6/2004	2,803,055	REGISTERED
	Owner: Global Crossing Holdings Limited						
	38: Providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network						
EXPRESSVIEW	14920-110002	9	5/24/2006	78/891,258			ALLOWED
	Owner: Global Crossing Holdings Limited						
	9: Computer software for tracking and reporting telecommunications costs and usage, namely for long distance, wireless and local traffic.						
FAMILY TIES	14920-101001	38	2/29/1996	75/066,641	4/21/1998	2,152,878	REGISTERED
	Owner: Global Crossing North America, Inc.						
	38: Local and long distance telephonic communication services						
GLOBAL ACCLAIM	14920-141001	36	11/30/2006	77/054,081			PENDING
	Owner: Global Crossing Holdings Limited						
	36: Telephone calling card services						
GLOBAL CROSSING	14920-035001	38	4/2/1998	75/461,402	1/2/2001	2,416,750	REGISTERED
	Owner: Global Crossing Holdings Limited						
	38: Providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network.						

Mark	Ref#	Class(es)	Filed	Appln #	Reg Date	Reg #	Status
GLOBAL CROSSING & DESIGN	14920-036001	38	4/2/1998	75/461,403	1/2/2001	2,416,751	REGISTERED
	Owner: Global Crossing Holdings Limited						
	38: Providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network						
GLOBAL CROSSING ACCESS	14920-099001	38	5/29/2001	76/264,727	2/19/2002	2,540,378	REGISTERED
	Owner: Global Crossing Holdings Limited						
	38: Telephone calling card services						
GLOBAL CROSSING ATM	14920-098001	38	12/6/1999	75/864,384	9/25/2001	2,493,456	REGISTERED
	Owner: Global Crossing Holdings Limited						
	38: Telecommunications services, namely an integrated services digital network to support voice, video and data communications applications						
GLOBAL CROSSING DSL	14920-097001	38	12/6/1999	75/864,398	8/28/2001	2,483,604	REGISTERED
	Owner: Global Crossing Holdings Limited						
	38: Telecommunications Services, namely high speed transmission of data and information over a global computer network						
GLOBAL CROSSING ESP	14920-096001	35	12/6/1999	75/864,385	9/25/2001	2,493,457	REGISTERED
	Owner: Global Crossing Holdings Limited						
	35: Business management reporting and billing services, namely, providing reports on telephone usage and billing rates for incoming and outgoing calls						
GLOBAL CROSSING EXPEDITER	14920-095001	38	12/6/1999	75/864,387	9/25/2001	2,493,458	REGISTERED
	Owner: Global Crossing Holdings Limited						
	38: Bundled package of telecommunication services for the manufacturing business customer, namely, electronic store-and-forward messaging and electronic transmission of data and documents via computer terminals, electronic voice messaging, namely, the recording, storage and subsequent transmission of voice messages by telephone, and enhanced telecommunication services, namely, call processing and forwarding, electronic voice and fax messaging for receipt, storage and transmission, and paging services, all via one personal number						

Mark	Ref#	Class(es)	Filed	Appln #	Reg Date	Reg #	Status
GLOBAL CROSSING EZ PLAN	14920-094001	38	12/6/1999	75/864,382	9/25/2001	2,493,455	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Telecommunications services, namely, long distance telephone services featuring a calling plan to save the customer money with competitive flat rates on domestic long distance calls, choice of international calling plan to fit business needs, and an easy-to-read invoice for all services							
GLOBAL CROSSING FRAME RELAY	14920-083001	38	12/6/1999	75/866,268	9/25/2001	2,493,462	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Telecommunication services, namely, an integrated services digital network to support voice and data communications applications over a global computer network							
GLOBAL CROSSING SERVICEPRO	14920-091001	38	12/6/1999	75/864,389	6/18/2002	2,583,084	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Telecommunications services, namely, long distance, audio and videoconferencing, paging, and cellular services							
GLOBAL CROSSING TRANSACTION	14920-108001	38	12/6/1999	75/864,391	1/22/2002	2,532,799	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Telecommunications services for financial services, namely, advanced toll-free routing options, utilization of Interactive Voice Response, wireless, calling card, electronic mail, teleconferencing and broadcast facsimile services							
HOMESAVER	14920-090002	38	4/25/2006	78/868,836			ALLOWED
Owner: Global Crossing Holdings Limited							
38: Local and long distance telephonic communication services							
INSTANTLINE 800	14920-117001	38	4/25/1988	73/724,107	2/7/1989	1,523,829	REGISTERED
Owner: Global Crossing Telecommunications, Inc.							
38: Long distance telephone communication services							
ISP ADVANTAGE	14920-089001	38	11/22/1999	75/856,075	7/31/2001	2,472,995	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Telecommunications services, namely, connectivity services for data transfer on an global computer network							

Mark	Ref#	Class(es)	Filed	Appln #	Reg Date	Reg #	Status
MID-ATLANTIC CROSSING	14920-049001	38	4/2/1998	75/461,405	5/7/2002	2,567,719	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network							
MULTIPOINT	14920-082001	38	4/5/1992	74/272,097	10/5/1993	1,797,303	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Telecommunications services							
NORTH AMERICAN CROSSING	14920-051001	38	12/6/1999	75/864,395	9/25/2001	2,493,459	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Providing telecommunications connections to a global computer network							
ONE PLANET ONE NETWORK	14920-038001	38	10/8/1999	75/818,144	4/3/2001	2,441,633	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Providing communications and transfer of data, voice, video and other information via a fiber optic-based network							
OUTLOOK	14920-087002	38	2/23/2005	78/572,918			ALLOWED
Owner: Global Crossing Holdings Limited							
38: Local and long distance telephonic communications services							
PAC	14920-120001	38	5/20/2004	78/422,065			ALLOWED
Owner: Global Crossing Holdings Limited							
38: Providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network							
POSTVIEW	14920-076001	38	10/25/1991	74/215,662	4/20/1993	1,766,936	REGISTERED
Owner: Global Crossing Telecommunications, Inc							
38: Interactive voice messaging services for conference calls							
READY-ACCESS	14920-077001	38	5/20/1997	75/295,043	6/23/1998	2,167,501	REGISTERED
Owner: Global Crossing Holdings Limited							
38: Telecommunication services, namely, teleconferencing services							

Mark	Ref#	Class(es)	Filed	Appln #	Reg Date	Reg #	Status
SAC	14920-119001	38	5/20/2004	78/422,060			ALLOWED
	Owner: Global Crossing Holdings Limited						
	38: Providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network						
SMARTROUTE IP VPN	14920-002001	38	10/22/2001	76/328,005	3/13/2007	3,218,358	REGISTERED
	Owner: Global Crossing Holdings Limited						
	38: Providing communications connections and transfer of data, video and other information via a fiber optic-based network.						
SOUTH AMERICAN CROSSING	14920-065001	38	4/2/1998	75/461,411	1/22/2002	2,532,409	REGISTERED
	Owner: Global Crossing Holdings Limited						
	38: Providing communications connections and transfer of data, voice, video and other information via a fiber optic-based network						
TARGETLINE	14920-088002	38	4/21/2005	78/613,882			SUSPENDED
	Owner: Global Crossing Holdings Limited						
	38: Telecommunications services						
UCOMMAND and Design	14920-084001	36	2/22/1999	75/644,467	9/4/2001	2,484,230	REGISTERED
	Owner: Global Crossing Holdings Limited						
	36: Telecommunications and online services customer account information; telecommunications and online services customer account payment services, consulting telecommunications and online services customers about accounts and account information via a global computer network						
ULTIMATE 800	14920-092002	38	1/5/2007	77/076,561			PENDING
	Owner: Global Crossing Holdings Limited						
	38: Long distance telephone communication services						
UNIVERSAL REACH	14920-104002	9, 16, 36	6/30/2005	78/661,526			ALLOWED
	Owner: Global Crossing Advanced Card Services, Inc.						
	9: Magnetically coded pre-paid telephone calling cards for international long distance communications						
	16: Pre-paid international long distance telephone calling cards without magnetic coding						
	36: International long distance telephone calling card and pre-paid calling card services						

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Mark	Ref#	Class(es)	Filed	Appln #	Reg Date	Reg #	Status
GLOBAL CROSSING	14920-035VE1	38	8/31/1998	16237-098			PENDING
	Owner: Global Crossing Holdings Ltd.						
	38: Telecommunication services, namely, investing in, planning developing, constructing, operating, providing and selling telecommunication services						
GLOBAL CROSSING & DESIGN	14920-036VE1	38	8/31/1998	16238-1998			PENDING
	Owner: Global Crossing Holdings Ltd.						
	38: Telecommunications services						
SAC-1	14920-062VE1	38	8/31/1998	16240-98	6/2/2000	S012795	REGISTERED
	Owner: Global Crossing Holdings Ltd.						
	38: Telecommunications services						
SOUTH AMERICAN CROSSING	14920-065VE1	38	8/31/1998	16241-98	6/2/2000	S012796	REGISTERED
	Owner: Global Crossing Holdings Ltd.						
	38: Telecommunications services						
VIETNAM							
AGC & DESIGN	14920-016VN1	38	5/15/2000	46386	6/20/2003	49894	REGISTERED
	Owner: Global Crossing Holdings Limited						
	38: Telecommunications services						
ASIA GLOBAL CROSSING	14920-009VN1	38	1/31/2000	44813	5/16/2001	37214	REGISTERED
	Owner: Global Crossing Holdings Limited						
	38: Telecommunications services						
GLOBAL CROSSING	14920-035VN1	38	1/31/2000	44812	5/16/2001	37213	REGISTERED
	Owner: Global Crossing Holdings Limited						
	38: Telecommunication services Telecommunications services.						
	Telecommunications services.						

SCHEDULE 4.8
to Pledge and Security Agreement

COMMERCIAL TORT CLAIMS

None.

EXHIBIT A
to Pledge and Security Agreement

PLEDGE SUPPLEMENT

This PLEDGE SUPPLEMENT, dated [mm/dd/yy], is delivered by [NAME OF GRANTOR] a [NAME OF STATE OF INCORPORATION] [Corporation] (the “**Grantor**”) pursuant to the Pledge and Security Agreement, dated as of [mm/dd/yy] (as it may be from time to time amended, restated, modified or supplemented, the “**Security Agreement**”), among Global Crossing Limited, the other Grantors named therein, and Goldman Sachs Credit Partners L.P., as the Collateral Agent. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement.

Grantor hereby confirms the grant to the Collateral Agent set forth in the Security Agreement of, and does hereby grant to the Collateral Agent, a security interest in all of Grantor’s right, title and interest in and to all Collateral to secure the Secured Obligations, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located. Grantor represents and warrants that the attached Supplements to Schedules accurately and completely set forth all additional information required pursuant to the Security Agreement and hereby agrees that such Supplements to Schedules shall constitute part of the Schedules to the Security Agreement.

IN WITNESS WHEREOF, Grantor has caused this Pledge Supplement to be duly executed and delivered by its duly authorized officer as of [mm/dd/yy].

[NAME OF GRANTOR]

By: _____
Name:
Title:

UNCERTIFICATED SECURITIES CONTROL AGREEMENT

This Uncertificated Securities Control Agreement dated as of _____, 200__ among _____ (the “**Pledgor**”), GOLDMAN SACHS CREDIT PARTNERS L.P., as collateral agent for the Secured Parties, (the “**Collateral Agent**”) and _____, a _____ corporation (the “**Issuer**”). Capitalized terms used but not defined herein shall have the meaning assigned in the Pledge and Security Agreement dated [as of the date hereof], among the Pledgor, the other Grantors party thereto and the Collateral Agent (the “**Security Agreement**”). All references herein to the “**UCC**” shall mean the Uniform Commercial Code as in effect in the State of New York.

Section 1. Registered Ownership of Shares. The Issuer hereby confirms and agrees that as of the date hereof the Pledgor is the registered owner of _____ shares of the Issuer’s [common] stock (the “Pledged Shares”) and the Issuer shall not change the registered owner of the Pledged Shares without the prior written consent of the Collateral Agent.

Section 2. Instructions. If at any time the Issuer shall receive instructions originated by the Collateral Agent relating to the Pledged Shares, the Issuer shall comply with such instructions without further consent by the Pledgor or any other person.

Section 3. Additional Representations and Warranties of the Issuer. The Issuer hereby represents and warrants to the Collateral Agent:

(a) It has not entered into, and until the termination of this agreement will not enter into, any agreement with any other person relating the Pledged Shares pursuant to which it has agreed to comply with instructions issued by such other person; and

(b) It has not entered into, and until the termination of this agreement will not enter into, any agreement with the Pledgor or the Collateral Agent purporting to limit or condition the obligation of the Issuer to comply with Instructions as set forth in Section 2 hereof.

(c) Except for the claims and interest of the Collateral Agent and of the Pledgor in the Pledged Shares, the Issuer does not know of any claim to, or interest in, the Pledged Shares. If any person asserts any lien, encumbrance or adverse claim (including any writ, garnishment, judgment, warrant of attachment, execution or similar process) against the Pledged Shares, the Issuer will promptly notify the Collateral Agent and the Pledgor thereof.

(d) This Uncertificated Securities Control Agreement is the valid and legally binding obligation of the Issuer.

Section 4. Choice of Law. This Agreement shall be governed by the laws of the State of [New York].

Section 5. Conflict with Other Agreements. In the event of any conflict between this Agreement (or any portion thereof) and any other agreement now existing or hereafter entered into, the terms of this Agreement shall prevail. No amendment or modification of this Agreement or waiver of any right hereunder shall be binding on any party hereto unless it is in writing and is signed by all of the parties hereto.

Section 6. Voting Rights. Until such time as the Collateral Agent shall otherwise instruct the Issuer in writing, the Pledgor shall have the right to vote the Pledged Shares.

Section 7. Successors; Assignment. The terms of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective corporate successors or heirs and personal representatives who obtain such rights solely by operation of law. The Collateral Agent may assign its rights hereunder only with the express written consent of the Issuer and by sending written notice of such assignment to the Pledgor.

Section 8. Indemnification of Issuer. The Pledgor and the Collateral Agent hereby agree that (a) the Issuer is released from any and all liabilities to the Pledgor and the Collateral Agent arising from the terms of this Agreement and the compliance of the Issuer with the terms hereof, except to the extent that such liabilities arise from the Issuer's negligence and (b) the Pledgor, its successors and assigns shall at all times indemnify and save harmless the Issuer from and against any and all claims, actions and suits of others arising out of the terms of this Agreement or the compliance of the Issuer with the terms hereof, except to the extent that such arises from the Issuer's negligence, and from and against any and all liabilities, losses, damages, costs, charges, counsel fees and other expenses of every nature and character arising by reason of the same, until the termination of this Agreement.

Section 9. Notices. Any notice, request or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been properly given when delivered in person, or when sent by telecopy or other electronic means and electronic confirmation of error free receipt is received or two (2) days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth below.

Pledgor: [INSERT ADDRESS]
Attention:
Telecopier:

Collateral Agent: [INSERT ADDRESS]
Attention:
Telecopier:

Issuer: [INSERT ADDRESS]
Attention:
Telecopier:

Any party may change its address for notices in the manner set forth above.

Section 10. Termination. The obligations of the Issuer to the Collateral Agent pursuant to this Control Agreement shall continue in effect until the security interests of the Collateral Agent in the Pledged Shares have been terminated pursuant to the terms of the Security Agreement and the Collateral Agent has notified the Issuer of such termination in writing. The Collateral Agent agrees to provide Notice of Termination in substantially the form of Exhibit A hereto to the Issuer upon the request of the Pledgor on or after the termination of the Collateral Agent's security interest in the Pledged Shares pursuant to the terms of the Security Agreement. The termination of this Control Agreement shall not terminate the Pledged Shares or alter the obligations of the Issuer to the Pledgor pursuant to any other agreement with respect to the Pledged Shares.

Section 11. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

[NAME OF PLEDGOR]

By: _____

Name:

Title:

GOLDMAN SACHS CREDIT PARTNERS
L.P.,
as Collateral Agent

By: _____

Name:

Title:

[NAME OF ISSUER]

By: _____

Name:

Title:

[Letterhead of Collateral Agent]

[Date]

[Name and Address of Issuer]

Attention: _____

Re: Termination of Control Agreement

You are hereby notified that the Uncertificated Securities Control Agreement between you, [the Pledgor] and the undersigned (a copy of which is attached) is terminated and you have no further obligations to the undersigned pursuant to such Agreement. Notwithstanding any previous instructions to you, you are hereby instructed to accept all future directions with respect to Pledged Shares (as defined in the Uncertificated Control Agreement) from [the Pledgor]. This notice terminates any obligations you may have to the undersigned with respect to the Pledged Shares, however nothing contained in this notice shall alter any obligations which you may otherwise owe to [the Pledgor] pursuant to any other agreement.

You are instructed to deliver a copy of this notice by facsimile transmission to [insert name of Pledgor].

Very truly yours,

GOLDMAN SACHS CREDIT PARTNERS
L.P.,
as Collateral Agent

By: _____
Name:
Title:

SECURITIES ACCOUNT CONTROL AGREEMENT

This Securities Account Control Agreement dated as of _____, 200__ (this “**Agreement**”) among _____ (the “**Debtor**”), Goldman Sachs Credit Partners L.P., as collateral agent for the Secured Parties (the “**Collateral Agent**”) and _____, in its capacity as a “securities intermediary” as defined in Section 8-102 of the UCC (in such capacity, the “**Securities Intermediary**”). Capitalized terms used but not defined herein shall have the meaning assigned thereto in the Pledge and Security Agreement, dated [as of the date hereof], among the Debtor, the other Grantors party thereto and the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”). All references herein to the “**UCC**” shall mean the Uniform Commercial Code as in effect in the State of New York.

Section 1. Establishment of Securities Account. The Securities Intermediary hereby confirms and agrees that:

(a) The Securities Intermediary has established account number [IDENTIFY ACCOUNT NUMBER] in the name “[IDENTIFY EXACT TITLE OF ACCOUNT]” (such account and any successor account, the “**Securities Account**”) and the Securities Intermediary shall not change the name or account number of the Securities Account without the prior written consent of the Collateral Agent;

(b) All securities or other property underlying any financial assets credited to the Securities Account shall be registered in the name of the Securities Intermediary, indorsed to the Securities Intermediary or in blank or credited to another securities account maintained in the name of the Securities Intermediary and in no case will any financial asset credited to the Securities Account be registered in the name of the Debtor, payable to the order of the Debtor or specially indorsed to the Debtor except to the extent the foregoing have been specially indorsed to the Securities Intermediary or in blank;

(c) All property delivered to the Securities Intermediary pursuant to the Security Agreement will be promptly credited to the Securities Account; and

(d) The Securities Account is a “securities account” within the meaning of Section 8-501 of the UCC.

Section 2. “Financial Assets” Election. The Securities Intermediary hereby agrees that each item of property (including, without limitation, any investment property, financial asset, security, instrument, general intangible or cash) credited to the Securities Account shall be treated as a “financial asset” within the meaning of Section 8-102(a)(9) of the UCC.

Section 3. Control of the Securities Account. If at any time the Securities Intermediary shall receive any order from the Collateral Agent directing transfer or redemption of any financial asset relating to the Securities Account, the Securities Intermediary shall comply with such entitlement order without further consent by the Debtor or any other person. If the Debtor is otherwise entitled to issue entitlement orders and such orders conflict with any entitlement order issued by the Collateral Agent, the Securities Intermediary shall follow the orders issued by the Collateral Agent.

Section 4. Subordination of Lien; Waiver of Set-Off. In the event that the Securities Intermediary has or subsequently obtains by agreement, by operation of law or otherwise a security interest in the Securities Account or any security entitlement credited thereto, the Securities Intermediary hereby agrees that such security interest shall be subordinate to the security interest of the Collateral Agent. The financial assets and other items deposited to the Securities Account will not be subject to deduction, set-off, banker's lien, or any other right in favor of any person other than the Collateral Agent (except that the Securities Intermediary may set off (i) all amounts due to the Securities Intermediary in respect of customary fees and expenses for the routine maintenance and operation of the Securities Account and (ii) the face amount of any checks which have been credited to such Securities Account but are subsequently returned unpaid because of uncollected or insufficient funds).

Section 5. Choice of Law. This Agreement and the Securities Account shall each be governed by the laws of the State of [New York]. Regardless of any provision in any other agreement, for purposes of the UCC, [New York] shall be deemed to be the Securities Intermediary's jurisdiction (within the meaning of Section 8-110 of the UCC) and the Securities Account (as well as the securities entitlements related thereto) shall be governed by the laws of the State of [New York].

Section 6. Conflict with Other Agreements.

(a) In the event of any conflict between this Agreement (or any portion thereof) and any other agreement now existing or hereafter entered into, the terms of this Agreement shall prevail;

(b) No amendment or modification of this Agreement or waiver of any right hereunder shall be binding on any party hereto unless it is in writing and is signed by all of the parties hereto;

(c) The Securities Intermediary hereby confirms and agrees that:

(i) There are no other control agreements entered into between the Securities Intermediary and the Debtor with respect to the Securities Account;

(ii) It has not entered into, and until the termination of this Agreement, will not enter into, any agreement with any other person relating to the Securities Account and/or any financial assets credited thereto pursuant to which it has agreed to comply

with entitlement orders (as defined in Section 8-102(a)(8) of the UCC) of such other person; and

(iii) It has not entered into, and until the termination of this Agreement, will not enter into, any agreement with the Debtor or the Collateral Agent purporting to limit or condition the obligation of the Securities Intermediary to comply with entitlement orders as set forth in Section 3 hereof.

Section 7. Adverse Claims. Except for the claims and interest of the Collateral Agent and of the Debtor in the Securities Account, the Securities Intermediary does not know of any claim to, or interest in, the Securities Account or in any “financial asset” (as defined in Section 8-102(a) of the UCC) credited thereto. If any person asserts any lien, encumbrance or adverse claim (including any writ, garnishment, judgment, warrant of attachment, execution or similar process) against the Securities Account or in any financial asset carried therein, the Securities Intermediary will promptly notify the Collateral Agent and the Debtor thereof.

Section 8. Maintenance of Securities Account. In addition to, and not in lieu of, the obligation of the Securities Intermediary to honor entitlement orders as agreed in Section 3 hereof, the Securities Intermediary agrees to maintain the Securities Account as follows:

(a) Notice of Sole Control. If at any time the Collateral Agent delivers to the Securities Intermediary a Notice of Sole Control in substantially the form set forth in Exhibit A hereto, the Securities Intermediary agrees that after receipt of such notice, it will take all instruction with respect to the Securities Account solely from the Collateral Agent.

(b) Voting Rights. Until such time as the Securities Intermediary receives a Notice of Sole Control pursuant to subsection (a) of this Section 8, the Debtor shall direct the Securities Intermediary with respect to the voting of any financial assets credited to the Securities Account.

(c) Permitted Investments. Until such time as the Securities Intermediary receives a Notice of Sole Control signed by the Collateral Agent, the Debtor shall direct the Securities Intermediary with respect to the selection of investments to be made for the Securities Account; provided, however, that the Securities Intermediary shall not honor any instruction to purchase any investments other than investments of a type described on Exhibit B hereto.

(d) Statements and Confirmations. The Securities Intermediary will promptly send copies of all statements, confirmations and other correspondence concerning the Securities Account and/or any financial assets credited thereto simultaneously to each of the Debtor and the Collateral Agent at the address for each set forth in Section 12 of this Agreement.

(e) Tax Reporting. All items of income, gain, expense and loss recognized in the Securities Account shall be reported to the Internal Revenue Service and all state and local taxing authorities under the name and taxpayer identification number of the Debtor.

Section 9. Representations, Warranties and Covenants of the Securities Intermediary. The Securities Intermediary hereby makes the following representations, warranties and covenants:

(a) The Securities Account has been established as set forth in Section 1 above and such Securities Account will be maintained in the manner set forth herein until termination of this Agreement; and

(b) This Agreement is the valid and legally binding obligation of the Securities Intermediary.

Section 10. Indemnification of Securities Intermediary. The Debtor and the Collateral Agent hereby agree that (a) the Securities Intermediary is released from any and all liabilities to the Debtor and the Collateral Agent arising from the terms of this Agreement and the compliance of the Securities Intermediary with the terms hereof, except to the extent that such liabilities arise from the Securities Intermediary's negligence and (b) the Debtor, its successors and assigns shall at all times indemnify and save harmless the Securities Intermediary from and against any and all claims, actions and suits of others arising out of the terms of this Agreement or the compliance of the Securities Intermediary with the terms hereof, except to the extent that such arises from the Securities Intermediary's negligence, and from and against any and all liabilities, losses, damages, costs, charges, counsel fees and other expenses of every nature and character arising by reason of the same, until the termination of this Agreement.

Section 11. Successors; Assignment. The terms of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective corporate successors or heirs and personal representatives who obtain such rights solely by operation of law. The Collateral Agent may assign its rights hereunder only with the express written consent of the Securities Intermediary and by sending written notice of such assignment to the Debtor.

Section 12. Notices. Any notice, request or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been properly given when delivered in person, or when sent by telecopy or other electronic means and electronic confirmation of error free receipt is received or two (2) days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth below.

Debtor: [INSERT ADDRESS]
Attention:
Telecopier:

Collateral Agent: [INSERT ADDRESS]
Attention:
Telecopier:

Securities Intermediary: [INSERT ADDRESS]
Attention:
Telecopier:

Any party may change its address for notices in the manner set forth above.

Section 13. Termination. The obligations of the Securities Intermediary to the Collateral Agent pursuant to this Agreement shall continue in effect until the security interest of the Collateral Agent in the Securities Account has been terminated pursuant to the terms of the Security Agreement and the Collateral Agent has notified the Securities Intermediary of such termination in writing. The Collateral Agent agrees to provide Notice of Termination in substantially the form of Exhibit C hereto to the Securities Intermediary upon the request of the Debtor on or after the termination of the Collateral Agent's security interest in the Securities Account pursuant to the terms of the Security Agreement. The termination of this Agreement shall not terminate the Securities Account or alter the obligations of the Securities Intermediary to the Debtor pursuant to any other agreement with respect to the Securities Account.

Section 14. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Securities Account Control Agreement to be executed as of the date first above written by their respective officers thereunto duly authorized.

[DEBTOR]

By: _____

Name:

Title:

GOLDMAN SACHS CREDIT PARTNERS

L.P.,

as Collateral Agent

By: _____

Name:

Title:

[NAME OF SECURITIES INTERMEDIARY],
as Securities Intermediary

By: _____

Name:

Title:

EXHIBIT A
to Securities Account Control Agreement

[Letterhead of Collateral Agent]

[Date]

[Name and Address of Securities Intermediary]

Attention:

Re: Notice of Sole Control

Ladies and Gentlemen:

As referenced in the Securities Account Control Agreement dated as of _____, 200__ among [NAME OF THE DEBTOR], you and the undersigned (a copy of which is attached), we hereby give you notice of our sole control over securities account number _____ (the “**Securities Account**”) and all financial assets credited thereto. You are hereby instructed not to accept any direction, instructions or entitlement orders with respect to the Securities Account or the financial assets credited thereto from any person other than the undersigned, unless otherwise ordered by a court of competent jurisdiction.

You are instructed to deliver a copy of this notice by facsimile transmission to [NAME OF THE DEBTOR].

Very truly yours,

GOLDMAN SACHS CREDIT PARTNERS
L.P.,
as Collateral Agent

By: _____

Name:

Title:

cc: [NAME OF THE DEBTOR]

EXHIBIT B
to Securities Account Control Agreement

Permitted Investments

[TO COME]

EXHIBIT C
to Securities Account Control Agreement

[Letterhead of the Collateral Agent]

[Date]

[Name and Address of Securities Intermediary]

Attention:

Re: Termination of Securities Account Control Agreement

You are hereby notified that the Securities Account Control Agreement dated as of _____, 200__ among you, [NAME OF THE DEBTOR] and the undersigned (a copy of which is attached) is terminated and you have no further obligations to the undersigned pursuant to such Agreement. Notwithstanding any previous instructions to you, you are hereby instructed to accept all future directions with respect to account number(s) _____ from [NAME OF THE DEBTOR]. This notice terminates any obligations you may have to the undersigned with respect to such account, however nothing contained in this notice shall alter any obligations which you may otherwise owe to [NAME OF THE DEBTOR] pursuant to any other agreement.

You are instructed to deliver a copy of this notice by facsimile transmission to [NAME OF THE DEBTOR].

Very truly yours,

GOLDMAN SACHS CREDIT PARTNERS
L.P., as Collateral Agent

By: _____

Name:

Title:

DEPOSIT ACCOUNT CONTROL AGREEMENT

This Deposit Account Control Agreement dated as of _____, 2001 (this “**Agreement**”) among _____ (the “**Debtor**”), Goldman Sachs Credit Partners L.P., as collateral agent for the Secured Parties (the “**Collateral Agent**”) and _____, in its capacity as a “bank” as defined in Section 9-102 of the UCC (in such capacity, the “**Financial Institution**”). Capitalized terms used but not defined herein shall have the meaning assigned thereto in the Pledge and Security Agreement, dated [as of the date hereof], between the Debtor, the other Grantors party thereto and the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”). All references herein to the “**UCC**” shall mean the Uniform Commercial Code as in effect in the State of [New York].

Section 1. Establishment of Deposit Account. The Financial Institution hereby confirms and agrees that:

(a) The Financial Institution has established account number [IDENTIFY ACCOUNT NUMBER] in the name “[IDENTIFY EXACT TITLE OF ACCOUNT]” (such account and any successor account, the “**Deposit Account**”) and the Financial Institution shall not change the name or account number of the Deposit Account without the prior written consent of the Collateral Agent and, prior to delivery of a Notice of Sole Control in substantially the form set forth in Exhibit A hereto, the Debtor; and

(b) The Deposit Account is a “deposit account” within the meaning of Section 9-102(a)(29) of the UCC.

Section 2. Control of the Deposit Account. If at any time the Financial Institution shall receive any instructions originated by the Collateral Agent directing the disposition of funds in the Deposit Account, the Financial Institution shall comply with such instructions without further consent by the Debtor or any other person. The Financial Institution hereby acknowledges that it has received notice of the security interest of the Collateral Agent in the Deposit Account and hereby acknowledges and consents to such lien. If the Debtor is otherwise entitled to issue instructions and such instructions conflict with any instructions issued the Collateral Agent, the Financial Institution shall follow the instructions issued by the Collateral Agent.

Section 3. Subordination of Lien; Waiver of Set-Off. In the event that the Financial Institution has or subsequently obtains by agreement, by operation of law or otherwise a security interest in the Deposit Account or any funds credited thereto, the Financial Institution hereby agrees that such security interest shall be subordinate to the security interest of the Collateral Agent. Money and other items credited to the Deposit Account will not be subject to deduction, set-off, banker’s lien, or any other right in favor of any person other than the Collateral Agent (except that the Financial Institution may set off (i) all amounts due to the Financial Institution in respect of customary fees and expenses for the routine maintenance and

operation of the Deposit Account and (ii) the face amount of any checks which have been credited to such Deposit Account but are subsequently returned unpaid because of uncollected or insufficient funds).

Section 4. Choice of Law. This Agreement and the Deposit Account shall each be governed by the laws of the State of [New York]. Regardless of any provision in any other agreement, for purposes of the UCC, [New York] shall be deemed to be the Financial Institution's jurisdiction (within the meaning of Section 9-304 of the UCC) and the Deposit Account shall be governed by the laws of the State of [New York].

Section 5. Conflict with Other Agreements.

(a) In the event of any conflict between this Agreement (or any portion thereof) and any other agreement now existing or hereafter entered into, the terms of this Agreement shall prevail;

(b) No amendment or modification of this Agreement or waiver of any right hereunder shall be binding on any party hereto unless it is in writing and is signed by all of the parties hereto; and

(c) The Financial Institution hereby confirms and agrees that:

(i) There are no other agreements entered into between the Financial Institution and the Debtor with respect to the Deposit Account [other than _____]; and

(ii) It has not entered into, and until the termination of this Agreement, will not enter into, any agreement with any other person relating the Deposit Account and/or any funds credited thereto pursuant to which it has agreed to comply with instructions originated by such persons as contemplated by Section 9-104 of the UCC.

Section 6. Adverse Claims. The Financial Institution does not know of any liens, claims or encumbrances relating to the Deposit Account. If any person asserts any lien, encumbrance or adverse claim (including any writ, garnishment, judgment, warrant of attachment, execution or similar process) against the Deposit Account, the Financial Institution will promptly notify the Collateral Agent and the Debtor thereof.

Section 7. Maintenance of Deposit Account. In addition to, and not in lieu of, the obligation of the Financial Institution to honor instructions as set forth in Section 2 hereof, the Financial Institution agrees to maintain the Deposit Account as follows:

(a) Notice of Sole Control. If at any time the Collateral Agent delivers to the Financial Institution a Notice of Sole Control in substantially the form set forth in Exhibit A hereto, the Financial Institution agrees that after receipt of such notice, it will take all instruction with respect to the Deposit Account solely from the Collateral Agent.

(b) Statements and Confirmations. The Financial Institution will promptly send copies of all statements, confirmations and other correspondence concerning the Deposit Account simultaneously to each of the Debtor and the Collateral Agent at the address for each set forth in Section 11 of this Agreement; and

(c) Tax Reporting. All interest, if any, relating to the Deposit Account, shall be reported to the Internal Revenue Service and all state and local taxing authorities under the name and taxpayer identification number of the Debtor.

Section 8. Representations, Warranties and Covenants of the Financial Institution. The Financial Institution hereby makes the following representations, warranties and covenants:

(a) The Deposit Account has been established as set forth in Section 1 and such Deposit Account will be maintained in the manner set forth herein until termination of this Agreement; and

(b) This Agreement is the valid and legally binding obligation of the Financial Institution.

Section 9. Indemnification of Financial Institution. The Debtor and the Collateral Agent hereby agree that (a) the Financial Institution is released from any and all liabilities to the Debtor and the Collateral Agent arising from the terms of this Agreement and the compliance of the Financial Institution with the terms hereof, except to the extent that such liabilities arise from the Financial Institution's negligence and (b) the Debtor, its successors and assigns shall at all times indemnify and save harmless the Financial Institution from and against any and all claims, actions and suits of others arising out of the terms of this Agreement or the compliance of the Financial Institution with the terms hereof, except to the extent that such arises from the Financial Institution's negligence, and from and against any and all liabilities, losses, damages, costs, charges, counsel fees and other expenses of every nature and character arising by reason of the same, until the termination of this Agreement.

Section 10. Successors; Assignment. The terms of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective corporate successors or heirs and personal representatives who obtain such rights solely by operation of law. The Collateral Agent may assign its rights hereunder only with the express written consent of the Financial Institution and by sending written notice of such assignment to the Debtor.

Section 11. Notices. Any notice, request or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been properly given when delivered in person, or when sent by telecopy or other electronic means and electronic confirmation of error free receipt is received or two (2) days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth below.

Debtor: [INSERT ADDRESS]
Attention:
Telecopier:

Collateral Agent: [INSERT ADDRESS]
Attention:
Telecopier:

Financial Institution: [INSERT ADDRESS]
Attention:
Telecopier:

Any party may change its address for notices in the manner set forth above.

Section 12. Termination. The obligations of the Financial Institution to the Collateral Agent pursuant to this Agreement shall continue in effect until the security interest of the Collateral Agent in the Deposit Account has been terminated pursuant to the terms of the Security Agreement and the Collateral Agent has notified the Financial Institution of such termination in writing. The Collateral Agent agrees to provide Notice of Termination in substantially the form of Exhibit A hereto to the Financial Institution upon the request of the Debtor on or after the termination of the Collateral Agent's security interest in the Deposit Account pursuant to the terms of the Security Agreement. The termination of this Agreement shall not terminate the Deposit Account or alter the obligations of the Financial Institution to the Debtor pursuant to any other agreement with respect to the Deposit Account.

Section 13. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Deposit Account Control Agreement to be executed as of the date first above written by their respective officers thereunto duly authorized.

[DEBTOR]

By: _____

Name:

Title:

GOLDMAN SACHS CREDIT PARTNERS
L.P.,
as Collateral Agent

By: _____

Name:

Title:

[NAME OF FINANCIAL INSTITUTION],
as Financial Institution

By: _____

Name:

Title:

EXHIBIT A
to Deposit Account Control Agreement

[Letterhead of Collateral Agent]

[Date]

[Name and Address of Financial Institution]

Attention:

Re: Notice of Sole Control

Ladies and Gentlemen:

As referenced in the Deposit Account Control Agreement dated as of _____, 200__ among [NAME OF THE DEBTOR], you and the undersigned (a copy of which is attached), we hereby give you notice of our sole control over deposit account number _____ (the “**Deposit Account**”) and all financial assets credited thereto. You are hereby instructed not to accept any direction, instructions or entitlement orders with respect to the Deposit Account or the financial assets credited thereto from any person other than the undersigned, unless otherwise ordered by a court of competent jurisdiction.

You are instructed to deliver a copy of this notice by facsimile transmission to [NAME OF THE DEBTOR].

Very truly yours,

GOLDMAN SACHS CREDIT PARTNERS
L.P., as Collateral Agent

By: _____
Name:
Title:

cc: [NAME OF THE DEBTOR]

EXHIBIT B
to Deposit Account Control Agreement

[Letterhead of the Collateral Agent]

[Date]

[Name and Address of Financial Institution]

Attention:

Re: Termination of Deposit Account Control Agreement

You are hereby notified that the Deposit Account Control Agreement dated as of _____, 200[_] among [NAME OF THE DEBTOR], you and the undersigned (a copy of which is attached) is terminated and you have no further obligations to the undersigned pursuant to such Agreement. Notwithstanding any previous instructions to you, you are hereby instructed to accept all future directions with respect to account number(s) _____ from [NAME OF THE DEBTOR]. This notice terminates any obligations you may have to the undersigned with respect to such account, however nothing contained in this notice shall alter any obligations which you may otherwise owe to [NAME OF THE DEBTOR] pursuant to any other agreement.

You are instructed to deliver a copy of this notice by facsimile transmission to [NAME OF THE DEBTOR].

Very truly yours,

GOLDMAN SACHS CREDIT PARTNERS
L.P.,
as Collateral Agent

By: _____
Name:
Title: