

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EASYLINK SERVICES INTERNATIONAL CORPORATION		05/19/2009	CORPORATION: DELAWARE
EASYLINK SERVICES CORPORATION		05/19/2009	CORPORATION: DELAWARE
EASYLINK SERVICES USA, INC.		05/19/2009	CORPORATION: LOUISIANA

RECEIVING PARTY DATA

Name:	SUNTRUST BANK
Street Address:	25 Park Place
Internal Address:	23rd Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30303
Entity Type:	Banking Corporation: GEORGIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2914819	EASYLINK SERVICES
Registration Number:	2913532	EASYLINK
Registration Number:	1461347	EASYLINK
Registration Number:	3370286	ONMERCHANT
Registration Number:	3061980	INFOSAFE
Registration Number:	2370364	ICC.NET
Registration Number:	2175849	FAXLAUNCHER
Registration Number:	2049181	EZ-LIST

CORRESPONDENCE DATA

900134465

TRADEMARK
 REEL: 003990 FRAME: 0610

CH \$215.00 2914819

Fax Number: (404)439-1819
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (404) 873-8500
Email: portia.gordon@agg.com
Correspondent Name: Anisa I Abdullahi, Esq.
Address Line 1: 171 17th Street, NW
Address Line 2: Suite 2100
Address Line 4: Atlanta, GEORGIA 30363

ATTORNEY DOCKET NUMBER:	14686-104
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NAME OF SUBMITTER:	Anisa I. Abdullahi
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Signature:	/aia/
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Date:	05/20/2009
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Total Attachments: 34

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement"), dated as of May 19, 2009, among EASYLINK SERVICES INTERNATIONAL CORPORATION, a Delaware corporation (the "Borrower"), the subsidiaries of the Borrower signatory hereto and each other subsidiary of the Borrower hereafter a party hereto (Borrower, each subsidiary of the Borrower a party hereto and each other subsidiary hereafter becoming a party hereto shall be collectively known as the "Grantors", and individually as a "Grantor"), in favor of SUNTRUST BANK, in its capacity as the administrative agent (the "Administrative Agent"), for the several banks and other financial institutions and lenders (the "Lenders") from time to time party to the Revolving Credit and Term Loan Agreement, dated as of the date hereof, by and among the Borrower, the Administrative Agent, the Lenders, and SunTrust Bank, as Issuing Bank (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to establish a revolving credit facility in favor of and extend term loans to the Borrower; and

WHEREAS, it is a condition precedent to the obligations of the Administrative Agent, the Issuing Bank and the Lenders under the Credit Agreement that the Grantors enter into this Agreement to secure (i) all obligations of the Borrower under the Credit Agreement, (ii) the obligations of each Subsidiary of the Borrower under the Subsidiary Guaranty Agreement and all other Loan Documents to which each Grantor is a party and (iii) all Hedging Obligations owed to the Administrative Agent, any Lender or any of their affiliates to the extent expressly permitted by the Credit Agreement, and the Grantors desire to satisfy such condition precedent;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions. Capitalized terms defined in the Credit Agreement and not otherwise defined herein, when used in this Agreement shall have the respective meanings provided for in the Credit Agreement. The following additional terms, when used in this Agreement, shall have the following meanings:

"Account Debtor" shall mean any person or entity that is obligated under an Account.

"Accounts" shall mean all "accounts" (as defined in the UCC) now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any rights, and, in any event, shall mean and include, without limitation, (a) all accounts receivable, contract rights, book debts, notes, drafts and other obligations or indebtedness owing to any Grantor arising from the sale or lease of goods or other property by any Grantor or the performance of services by any Grantor (including, without limitation, any such obligation which might be characterized as an account, contract right or general intangible under the UCC in effect in any jurisdiction), (b) all of each Grantor's rights in, to and under all purchase and sales orders for goods, services or other property, and all of each Grantor's rights to any goods, services or other property represented by any of the foregoing (including returned or repossessed goods and unpaid sellers' rights of rescission, replevin, reclamation and rights to stoppage in transit), (c) all monies due to or to become due to any Grantor under all contracts for the sale, lease or exchange of goods or other property or the performance of services by any Grantor (whether or not yet earned by performance on the part of such Grantor), and (d) all collateral security and guarantees of any kind given to any Grantor with

respect to any of the foregoing.

“Chattel Paper” shall mean all “chattel paper” (as defined in the UCC) owned or acquired by any Grantor or in which any Grantor has or acquires any rights.

“Collateral” shall mean, collectively, all of the following:

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all Deposit Accounts;
- (iv) all Documents;
- (v) all Equipment;
- (vi) all Fixtures;
- (vii) all General Intangibles;
- (viii) all Instruments;
- (ix) all Inventory;
- (x) all Investment Property;
- (xi) all money, cash or cash equivalents;
- (xii) all other goods and personal property, whether tangible or intangible;
- (xiii) all Supporting Obligations and Letter-of-Credit Rights of any Grantor;
- (xiv) all books and records pertaining to any of the Collateral (including, without limitation, credit files, Software, computer programs, printouts and other computer materials and records but excluding customer lists); and
- (xv) All products and Proceeds of all or any of the Collateral described in clauses (i) through (xiv) hereof.

Notwithstanding the foregoing, the “Collateral” shall expressly exclude all Excluded Assets.

“Copyright License” shall mean any and all rights of any Grantor under any written agreement granting any right to use any Copyright or Copyright registration.

“Copyrights” shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: (a) all copyrights and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and

all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, and (b) all reissues, extensions or renewals thereof.

“Deposit Accounts” shall mean all “deposit accounts” (as defined in the UCC) now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any rights, or other receipts, of any Grantor covering, evidencing or representing rights or interest in such deposit accounts.

“Documents” shall mean all “documents” (as defined in the UCC) now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any rights, or other receipts, of any Grantor covering, evidencing or representing goods.

“Equipment” shall mean all “equipment” (as defined in the UCC) now owned or hereafter acquired by any Grantor and wherever located, and, in any event, shall include without limitation all machinery, furniture, furnishings, processing equipment, conveyors, machine tools, engineering processing equipment, manufacturing equipment, materials handling equipment, trade fixtures, trucks, trailers, forklifts, vehicles, computers and other electronic data processing and other office equipment of any Grantor, and any and all additions, substitutions and replacements of any of the foregoing, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto, all fuel therefore and all manuals, drawings, instructions, warranties and rights with respect thereto.

“Event of Default” shall have the meaning set forth for such term in Section 7 hereof.

“Excluded Assets” shall mean the following assets and properties in which any Grantor has any right, title or interest:

(i) any shares of capital stock or other equity interests issued by any Subsidiary that is not a Domestic Subsidiary in excess of 65% of all issued and outstanding shares of all classes of capital stock or other equity interests of such Subsidiary;

(ii) Equipment that is subject to a “purchase money security interest,” as such term is now or hereafter defined in the UCC, which (x) constitutes a Permitted Lien under the Credit Agreement and (y) prohibits the creation by such Grantor of a junior security interest therein, provided, however, that the foregoing exclusion shall not apply if (a) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such Equipment; or (b) such prohibition would be rendered ineffective pursuant to Section 9-406 of the UCC or Sections 9-407 or 9-408 of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including applicable bankruptcy and insolvency law or principles of equity) provided further that immediately upon the ineffectiveness, lapse or termination of such prohibition, the term “Collateral” shall include, and the applicable Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such Equipment as if such prohibition had never been in effect;

(iii) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and solely to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of such Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (a) such prohibition has been waived or such other person has otherwise consented to the creation hereunder

of a security interest in such contract, instrument or chattel paper, or (b) such prohibition would be rendered ineffective pursuant to Section 9-406 of the UCC or Sections 9-407 or 9-408 of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including applicable bankruptcy and insolvency law or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and the applicable Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect the Secured Party's unconditional continuing security interest in and to all rights, title and interests of any Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other Proceeds, including without limitation Accounts, General Intangibles and proceeds of Proceeds, of such contract, instrument or chattel paper;

(iv) any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark); or

(v) any Deposit Account maintained exclusively to fund taxes, payroll obligations and/or employee benefit plans;

provided that, in the case of clauses (i) through (v) immediately preceding, all Proceeds of such property shall always be included in the Collateral and Administrative Agent's security interest granted by the Grantors hereunder shall attach at all times to such Proceeds.

"General Intangibles" shall mean all "general intangibles" (as defined in the UCC) now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any rights and, in any event, shall include all right, title and interest in or under all contracts, all customer lists, Licenses, Copyrights, Trademarks, Patents, and all applications therefor and reissues, extensions or renewals thereof, rights in Intellectual Property, interests in partnerships, joint ventures and other business associations, licenses, permits, copyrights, trade secrets, proprietary or confidential information, inventions (whether or not patented or patentable), technical information, procedures, designs, knowledge, know-how, software, data bases, data, skill, expertise, experience, processes, models, drawings, materials and records, goodwill (including the goodwill associated with any Trademark or Trademark License), all rights and claims in or under insurance policies (including insurance for fire, damage, loss and casualty, whether covering personal property, real property, tangible rights or intangible rights, all liability, life, key man and business interruption insurance, and all unearned premiums), uncertificated securities, choses in action, deposit, checking and other bank accounts, rights to receive tax refunds and other payments, rights of indemnification or warranty, all books and records, correspondence, credit files, invoices, tapes, cards, computer runs, domain names, prospect lists, customer lists and other papers and documents.

"Instruments" shall mean all "instruments" (as defined in the UCC) now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any rights and, in any event, shall include all promissory notes, all certificates of deposit and all letters of credit evidencing, representing, arising from or existing in respect of, relating to, securing or otherwise supporting the payment of, any of the Accounts or other obligations owed to any Grantor.

"Intellectual Property" shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any rights: (a) all Patents, patent rights and patent

applications, Copyrights and copyright applications, Trademarks, trademark rights, trade names, trade name rights, service marks, service mark rights, applications for registration of trademarks, trade names and service marks, fictitious names registrations and trademark, trade name, service mark registrations, mask works or similar rights, any and all claims for damages by way of past, present or future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement and all derivations thereof (including, without limitation, those Copyrights, Trademarks and Patents listed on Schedule IV hereto); and (b) Patent Licenses, Trademark Licenses, Copyright Licenses and other licenses to use any of the items described in the preceding clause (a), and any other items necessary to conduct or operate the business of each Grantor.

“Inventory” shall mean all “inventory” (as defined in the UCC) now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any rights and, in any event, shall include all goods owned or held for sale or lease to any other Persons.

“Investment Property” shall mean all “investment property” (as defined in the UCC) now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any rights and, in any event, shall include all “certificated securities”, “uncertificated securities”, “security entitlements”, “securities accounts”, “commodity contracts” and “commodity accounts” (as all such terms are defined in the UCC) of each Grantor.

“Letter-of-Credit Rights” shall mean “letter-of-credit rights” (as defined in the UCC), now owned or hereafter acquired by any Grantor, including rights to payment or performance under a letter of credit, whether or not any Grantor, as beneficiary, has demanded or is entitled to demand payment or performance.

“License” shall mean any Copyright License, Patent License, Trademark License or other license of rights or interests of each Grantor in Intellectual Property.

“Patent License” shall mean any written agreement now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any rights granting any right with respect to any property, process or other invention on which a Patent is in existence.

“Patents” shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any rights: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country; and (b) all reissues, continuations, continuations-in-part and extensions thereof.

“Permitted Liens” shall mean Liens expressly permitted under Section 7.2 of the Credit Agreement or otherwise consented to in writing by the Required Lenders.

“Proceeds” shall mean all “proceeds” (as defined in the UCC) of, and all other profits, rentals or receipts, in whatever form, arising from the collection, sale, lease, exchange, assignment, licensing or other disposition of, or realization upon, the Collateral, and, in any event, shall mean and include all claims against third parties for loss of, damage to or destruction of, or for proceeds payable under, or unearned premiums with respect to, policies of insurance in respect of any Collateral, and any condemnation or requisition payments with respect to any Collateral and the following types of property acquired with cash proceeds: Accounts, Inventory, General Intangibles, Documents, Instruments and

Equipment.

“Secured Obligations” shall mean (i) all Obligations of the Borrower under the Credit Agreement and the other Loan Documents (whether for principal, interest, fees, expenses, indemnity or reimbursement payments, or otherwise), (ii) all obligations of the Borrower, monetary or otherwise, pursuant to any Hedging Transaction incurred to limit interest rate or fee fluctuation with respect to the Loans and Letters of Credit entered into with a Specified Hedge Provider, (iii) all obligations of each other Grantor under the Subsidiary Guaranty Agreement and all other Loan Documents to which such other Grantor is a party to (whether for principal, interest, fees, expenses, indemnity or reimbursement payments, or otherwise), (iv) all renewals, extensions, refinancings and modifications thereof, and (v) all reasonable and documented costs and expenses actually incurred by the Administrative Agent in connection with the exercise of its rights and remedies hereunder (including reasonable and documented out-of-pocket attorneys’ fees actually incurred). Where the context requires, any affiliate of a Lender which is party to a Hedging Transaction entered into to limit interest rate or fee fluctuations with respect to the Loans and Letters of Credit shall be deemed to be a “Lender” for purposes of this Agreement and such affiliate shall only be required to be an affiliate of a Lender at the time the relevant Hedging Transaction is entered into in order for such Hedging Transaction to be eligible to be designated as a “Secured Obligation”.

“Secured Parties” shall mean, collectively, the Administrative Agent, the Lenders and the Specified Hedge Providers.

“Security Interests” shall mean the security interests granted to the Administrative Agent on its behalf and on behalf of the Secured Parties pursuant to Section 3, as well as all other security interests created or assigned as additional security for the Secured Obligations pursuant to the provisions of this Agreement.

“Software” shall mean all “software” (as defined in the UCC), now owned or hereafter acquired by any Grantor, including all computer programs and all supporting information provided in connection with a transaction related to any program.

“Specified Hedge Provider” shall mean each party to a Hedging Transaction entered into to limit interest rate or fee fluctuations with respect to the Loans and Letters of Credit if at the date of entering into such Hedging Transaction such person was a Lender or an Affiliate of a Lender and such person executes and delivers to the Administrative Agent a letter agreement in form and substance acceptable to the Administrative Agent pursuant to which such person (i) appoints the Administrative Agent as its agent under the applicable Loan Documents and (ii) agrees to be bound by the provisions of Article IX and X of the Credit Agreement.

“Supporting Obligations” means all “supporting obligations” (as defined in the UCC), including letters of credit and guaranties issued in support of Accounts, Chattel Paper, Documents, General Intangibles, Instruments, or Investment Property.

“Trademark License” shall mean any written agreement now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any such rights granting to any Grantor any right to use any Trademark.

“Trademarks” shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any such rights: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or

appear, designs and general intangibles of like nature (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof and (iii) all goodwill associated with or symbolized by any of the foregoing.

“UCC” shall mean the Uniform Commercial Code as in effect, from time to time, in the State of Georgia; provided that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of the Security Interests in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than Georgia, “UCC” shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection.

“United States” or “U.S.” shall mean the United States of America, any of the fifty states thereof, and the District of Columbia.

SECTION 2. Representations and Warranties. Each Grantor represents and warrants to the Administrative Agent, for the benefit of Secured Parties, as follows:

(a) Such Grantor has rights in and the power to transfer each item of the Collateral upon which it purports to grant a Lien hereunder and has good and marketable title to all of its Collateral, free and clear of any Liens other than Permitted Liens.

(b) Other than financing statements, security agreements, or other similar or equivalent documents or instruments with respect to Permitted Liens, no authorized and effective financing statement, mortgage, security agreement or similar or equivalent document or instrument evidencing a Lien on all or any part of the Collateral is on file or of record in any jurisdiction. None of the Collateral is in the possession of a Person (other than any Grantor) asserting any claim thereto or security interest therein, except with respect to Permitted Liens and except that the Administrative Agent or its designee may have possession of Collateral as contemplated hereby.

(c) When the UCC financing statements in appropriate form are filed in the offices specified on Schedule I attached hereto, the Security Interests shall constitute valid and perfected security interests in the Collateral, prior to all other Liens and rights of others therein except for Permitted Liens, to the extent that a security interest therein may be perfected by filing pursuant to the UCC, assuming the proper filing and indexing thereof.

(d) All Inventory and Equipment is insured in accordance with the requirements of the Credit Agreement.

(e) None of the Collateral constitutes, or is the Proceeds of, “farm products” (as defined in the UCC).

(f) Schedule II correctly sets forth each Grantor’s state of incorporation, taxpayer identification number, organizational identification number and correct legal name indicated on the public record of such Grantor’s jurisdiction of organization which shows such Grantor to be organized.

(g) The Perfection Certificate, which is attached hereto as Schedule III, correctly sets forth, as of the date thereof, (i) all names and tradenames that each Grantor has used within the five year period ending on the date thereof and the names of all Persons that have merged into or been acquired by

each Grantor within such five year period, (ii) the chief executive offices of each Grantor over the last five years prior to the date thereof, (iii) all other locations in which tangible assets of each Grantor have been located in such five year period, (iv) the name of each bank at which each Grantor maintains Deposit Accounts, the state of organization of each such bank, and the account numbers for each Deposit Account, (v) all letters of credit under which each Grantor is a beneficiary, (vi) all third parties with possession of any Inventory or Equipment of each Grantor and (vii) each Grantor's mailing address.

(h) With respect to material Accounts, except as specifically disclosed from time to time to the Administrative Agent, (i) they represent in all material respects bona fide sales of Inventory or rendering of services to Account Debtors in the ordinary course of such Grantor's business; (ii) there are no setoffs, claims or disputes existing or asserted with respect thereto except as have arisen in the ordinary course of business and such Grantor has not made any agreement with any Account Debtor for any extension of time for the payment thereof, any compromise or settlement for less than the full amount thereof, any release of any Account Debtor from liability therefor, or any deduction therefrom except a discount or allowance allowed by such Grantor in the ordinary course of its business for prompt payment and disclosed to the Administrative Agent; and (ii) at the time that the account receivable constituting such Account was originated, such Grantor has no knowledge that any Account Debtor is unable generally to pay its debts as they become due. Further with respect to the Accounts, to such Grantor's knowledge, all Account Debtors have the capacity to contract.

(i) With respect to any material portion of Inventory, (i) such Inventory is located at one of the Grantor's locations set forth on the Perfection Certificate or at another location identified in writing to the Administrative Agent, (ii) no Inventory is now, or shall at any time or times hereafter be stored at any other location without prior notice to the Administrative Agent, and such Grantor will concurrently therewith obtain, subject to the post-closing period for which landlord waivers may be obtained for properties on the date hereof, as set forth in Section 5.12 of the Credit Agreement, bailee, landlord and mortgagee agreements, (iii) such Grantor has good, indefeasible and merchantable title to such Inventory and such Inventory is not subject to any Lien or security interest or document whatsoever except for the Lien granted to the Administrative Agent and except for Permitted Liens, (iv) such Inventory is in all material respects of good and merchantable quality, free from any defects, (v) such Inventory is not subject to any licensing, patent, royalty, trademark, trade name or copyright agreements with any third parties which would require any consent of any third party upon sale or disposition of that Inventory or the payment of any monies to any third party upon such sale or other disposition, and (vi) the completion of manufacture, sale or other disposition of such Inventory by the Administrative Agent following an Event of Default shall not require the consent of any Person and shall not constitute a breach or default under any contract or agreement to which such Grantor is a party or to which such property is subject.

(j) As of the date hereof, such Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in the Perfection Certificate. This Agreement is effective to create a valid and continuing Lien on and, upon filing of this Agreement or an appropriate short form security instrument with the United States Copyright Office and the United States Patent and Trademark Office, perfected security interests in favor of, the Administrative Agent in such Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of and purchasers from such Grantor. Upon filing of this Agreement with the United States Copyright Office and the United States Patent and Trademark Office and the filing of appropriate financing statements listed on Schedule I hereto, all action necessary or desirable to protect and perfect the Administrative Agent's Lien on such Grantor's Patents, Trademarks or Copyrights shall have been duly taken.

SECTION 3. The Security Interests. In order to secure the full and punctual payment and

performance of the Secured Obligations in accordance with the terms thereof, each Grantor hereby pledges, assigns, hypothecates, sets over and conveys to the Administrative Agent on its behalf and on behalf of the Secured Parties and grants to the Administrative Agent on its behalf and on behalf of the Secured Parties a continuing security interest in and to, all of its rights in and to all Collateral now or hereafter owned or acquired by such Grantor or in which such Grantor now has or hereafter has or acquires any rights, and wherever located. The Security Interests are granted as security only and shall not subject the Administrative Agent or any other Secured Party to, or transfer to the Administrative Agent or any other Secured Party, or in any way affect or modify, any obligation or liability of the Grantor with respect to any Collateral or any transaction in connection therewith. Notwithstanding anything contained herein to the contrary, the Excluded Assets shall be expressly excluded from the grant of security contemplated herein.

SECTION 4. Further Assurances; Covenants.

(a) General.

(i) No Grantor shall change the location of its chief executive office or principal place of business unless it shall have given the Administrative Agent prior notice thereof, as well as executed and delivered to the Administrative Agent all financing statements and financing statement amendments which the Administrative Agent may reasonably request in connection therewith. No Grantor shall change the locations, or establish new locations, where it keeps or holds any material portion of the Collateral or any records relating thereto from the applicable locations described in the Perfection Certificate attached hereto as Schedule III unless such Grantor shall have given the Administrative Agent prior notice of such change of location. The foregoing covenant shall not apply to any Collateral (including trucks) perfected by recordation of the Administrative Agent's Lien on the appropriate certificate of title.

(ii) No Grantor shall change its name, organizational identification number, identity, jurisdiction of organization, or corporate structure in any manner unless it shall have given the Administrative Agent at least ten (10) days prior written notice thereof, and executed and delivered to the Administrative Agent all financing statements and financing statement amendments which the Administrative Agent may reasonably request in connection therewith. No Grantor shall merge or consolidate into, or transfer any of the Collateral to, any other Person other than another Grantor, without the prior written consent of the Required Lenders, other than as permitted under the Credit Agreement.

(iii) Each Grantor hereby authorizes the Administrative Agent, its counsel or its representative, at any time and from time to time, to file financing statements and amendments that describe the collateral covered by such financing statements as "all assets of the Grantor", "all personal property of the Grantor" or words of similar effect, in such jurisdictions as the Administrative Agent may deem necessary or desirable in order to perfect the security interests granted by such Grantor under this Agreement. Each Grantor will, from time to time, at its expense, execute, deliver, file and record any statement, assignment, instrument, document, agreement or other paper and take any other action (including, without limitation, any filings with the United States Patent and Trademark Office, Copyright or Patent filings and any filings of financing or continuation statements under the UCC) that from time to time the Administrative Agent may request, in order to create, preserve, upgrade in rank (to the extent required hereby), perfect, confirm or validate the Security Interests or to enable the Administrative Agent to obtain the full benefits of this Agreement, or to enable the Administrative Agent to

exercise and enforce any of its rights, powers and remedies hereunder with respect to any of its Collateral. Each Grantor hereby authorizes the Administrative Agent to execute and file financing statements, financing statement amendments or continuation statements on behalf of such Grantor. Grantors shall pay the costs of, or incidental to, any recording or filing of any financing statements, financing statement amendments or continuation statements necessary in the sole discretion of the Administrative Agent, to perfect the Administrative Agent and Secured Parties' security interest in the Collateral.

(iv) Except as set forth in the Perfection Certificate attached hereto as Schedule III, no Grantor shall permit any material portion of its tangible assets, including without limitation, its Inventory and Equipment, to be in the possession of any other Person (other than assets in transit to a Grantor's location or to a customer and assets in the possession of third parties for repair) unless pursuant to an agreement in form and substance satisfactory to the Administrative Agent, pursuant to which (A) such Person has acknowledged that (1) it holds possession of such Inventory, Equipment and other tangible assets, as the case may be, for the Administrative Agent's benefit, subject to the Administrative Agent's instructions, and (2) such Person does not have a Lien in such Inventory, Equipment or other tangible assets, (B) such Person agrees not to hold such Inventory, Equipment or other tangible assets on behalf of any other Person and (C) such Person agrees that, after the occurrence and during the continuance of an Event of Default and upon request by the Administrative Agent to issue and deliver to the Administrative Agent warehouse receipts, bills of lading or any similar documents relating to such Collateral in the Administrative Agent's name and in form and substance acceptable to the Administrative Agent.

(v) No Grantor shall (A) sell, transfer, lease, exchange, assign or otherwise dispose of, or grant any option, warrant or other right with respect to, any of its Collateral other than sales of assets permitted under Section 7.3 of the Credit Agreement; or (B) create, incur or suffer to exist any Lien with respect to any Collateral, except for Permitted Liens.

(vi) Each Grantor will, promptly upon request, provide to the Administrative Agent all information and evidence it may reasonably request concerning the Collateral, to enable the Administrative Agent to enforce the provisions of this Agreement.

(vii) Each Grantor shall take all actions reasonably requested by the Administrative Agent in order to maintain the perfected status of the Security Interests.

(viii) No Grantor shall file any amendment to or termination of a financing statement naming any Grantor as debtor and the Administrative Agent as secured party, or any correction statement with respect thereto, in any jurisdiction until such time as the Secured Obligations have been satisfied and the Administrative Agent and the Secured Parties have released their security interests granted hereunder.

(ix) Each Grantor shall take all steps requested by Administrative Agent to grant the Administrative Agent control of all electronic chattel paper in accordance with the UCC and all "transferable records" as defined in each of the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act.

(b) Accounts, Etc.

(i) Each Grantor shall use all reasonable efforts consistent with prudent business practice to cause to be collected from its Account Debtors, as and when due, any and all amounts owing under or on account of each Account (including, without limitation, Accounts which are delinquent, such Accounts to be collected in accordance with lawful collection procedures) and apply forthwith upon receipt thereof all such amounts as are so collected to the outstanding balance of such Account. The costs and expenses (including, without limitation, reasonable attorneys' fees actually incurred) of collection of Accounts incurred by such Grantor (or the Administrative Agent, during the existence of an Event of Default) shall be borne by the Grantors.

(ii) Upon the occurrence and during the continuance of any Event of Default, upon request of the Administrative Agent, each Grantor will promptly notify (and each Grantor hereby authorizes the Administrative Agent so to notify) each Account Debtor in respect of any Account or Instrument that such Collateral has been assigned to the Administrative Agent hereunder, and that any payments due or to become due in respect of such Collateral are to be made directly to the Administrative Agent or its designee.

(c) Equipment, Etc. Each Grantor shall, (i) within ten (10) days after a written request by the Administrative Agent, in the case of Equipment now owned, and (ii) following a request by the Administrative Agent pursuant to subclause (i) above, within ten (10) days after acquiring any other Equipment, deliver to the Administrative Agent, any and all certificates of title, and applications therefor, if any, of such Equipment and shall cause the Administrative Agent to be named as lienholder on any such certificate of title and applications. No Grantor shall permit any such items to become a fixture to real estate or an accession to other personal property unless such real estate or personal property is the subject of a fixture filing (as defined in the UCC) creating a first priority perfected Lien in favor of the Administrative Agent.

(d) Patents, Trademarks, Etc. Each Grantor shall notify the Administrative Agent immediately upon the occurrence of each of the following (i) such Grantor's acquisition after the date of this Agreement of any material Intellectual Property and (ii) such Grantor's obtaining knowledge, or reason to know, that any application or registration relating to any Intellectual Property owned by or licensed to such Grantor is reasonably likely to become abandoned or dedicated, or of any material adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Copyright Office, the United States Patent and Trademark Office or any court) regarding such Grantor's ownership of any material Intellectual Property, its right to register the same, or to keep and maintain the same; provided that no such notice need be delivered with respect to any Intellectual Property that such Grantor has determined, in the exercise of its reasonable judgment, is no longer used or useful in such Grantor's business.

(e) Deposit Accounts, Chattel Paper, Investment Property and Letters of Credit.

(i) No Grantor shall open or maintain any Deposit Accounts other than those listed on the Perfection Certificate attached hereto as Schedule III and such other Deposit Accounts as such Grantor shall open and maintain with prior notice to the Administrative Agent subject to control agreements, in form and substance satisfactory to the Administrative Agent in its sole discretion, executed by such Grantor, the bank at which the deposit account is located and the Administrative Agent.

(ii) No Grantor shall become the beneficiary of any Letters of Credit in an amount in excess of \$250,000, unless the issuer of the Letter of Credit has consented to the assignment of the proceeds of such Letter of Credit to the Administrative Agent

which consent shall not be unreasonably withheld, such assignment to be in form and substance acceptable to the Administrative Agent.

(iii) Each Grantor, at any time and from time to time, will take such steps as the Administrative Agent may reasonably request from time to time (a) for the Administrative Agent to obtain "control" of any Investment Property or electronic Chattel Paper, with any agreements establishing control to be in form and substance reasonably satisfactory to the Administrative Agent, and (b) otherwise to insure the continued perfection and priority of the Administrative Agent's security interest in any of the Collateral and of the preservation of its rights therein.

(f) Commercial Tort Claims. If any Grantor shall at any time acquire a "commercial tort claim" (as such term is defined in the UCC) with a claim for damages that could reasonably be expected to be in excess of \$250,000, such Grantor shall promptly notify the Administrative Agent thereof in a writing, providing a reasonable description and summary thereof, and shall execute a supplement to this Agreement granting a security interest in such commercial tort claim to the Administrative Agent.

SECTION 5. Reporting and Recordkeeping. Each Grantor covenants and agrees with the Administrative Agent that from and after the date of this Agreement and until the Secured Obligations have been indefeasibly paid in full in cash:

(a) Maintenance of Records Generally. Each Grantor will keep and maintain at its own cost and expense records of its Collateral, complete in all material respects, including, without limitation, a record of all payments received and all credits granted with respect to the Collateral and all other dealings with its Collateral, consistent with past practice. To the extent required by the Administrative Agent, each Grantor will mark its books and records pertaining to its Collateral to evidence this Agreement and the Security Interests. All Chattel Paper will be marked with the following legend: "This writing and the obligations evidenced or secured hereby are subject to the security interest of SunTrust Bank, as Administrative Agent." For the Administrative Agent's further security, each Grantor agrees that the Administrative Agent shall have a security interest in all of such Grantor's books and records pertaining to its Collateral and, upon the occurrence and during the continuation of any Event of Default, such Grantor shall deliver and turn over full and complete copies of any such books and records to the Administrative Agent or to its representatives at any time on demand of the Administrative Agent. Upon reasonable notice from the Administrative Agent, and subject to the limitations set forth in the Credit Agreement, each Grantor shall permit any representative of the Administrative Agent, to inspect such books and records and will provide photocopies thereof to the Administrative Agent.

(b) Special Provisions Regarding Maintenance of Records and Reporting Re: Accounts, Inventory and Equipment;

(i) Each Grantor shall keep materially complete and accurate records of its Accounts. Upon the request of the Administrative Agent, and prior to an Event of Default no more frequently than one time per calendar quarter, such Grantor shall deliver to the Administrative Agent all documents, including, without limitation, repayment histories and present status reports, relating to its Accounts so scheduled and such other matters and information relating to the status of its then existing Accounts as the Administrative Agent shall reasonably request.

(ii) In the event any amounts due and owing in excess of \$250,000 in the aggregate are in dispute between any Account Debtor and any Grantor, such Grantor

shall provide the Administrative Agent with written notice thereof promptly after such Grantor's learning thereof explaining in detail the reason for the dispute, all claims related thereto and the amount in controversy.

(iii) Each Grantor shall maintain itemized records, accurate in all material respects, itemizing and describing the kind, type, quality, quantity, location and book value of its Inventory and Equipment and shall, upon request by the Administrative Agent, furnish the Administrative Agent with a current schedule containing the foregoing information.

(iv) Each Grantor will promptly upon, but in no event later than five (5) Business Days after:

(A) Such Grantor's learning thereof, inform the Administrative Agent, in writing, of any delay in such Grantor's performance of any of its obligations to any Account Debtor and of any assertion of any claims, offsets or counterclaims by any Account Debtor and of any allowances, credits or other monies granted by such Grantor to any Account Debtor, in each case involving amounts in excess of \$250,000 in the aggregate for all Accounts of such Account Debtor; and

(B) Such Grantor's receipt or learning thereof, furnish to and inform the Administrative Agent of all material adverse information relating to the financial condition of any Account Debtor with respect to Accounts exceeding \$250,000 in the aggregate; and

(v) Such Grantor will promptly notify the Administrative Agent in writing if any Account, the face value of which exceeds \$250,000, arises out of a contract with the United States of America, or any department, agency, subdivision or instrumentality thereof, or of any state (or department, agency, subdivision or instrumentality thereof) where such state has a state assignment of claims act or other law comparable to the Federal Assignment of Claims Act, and will take any action required or requested by the Administrative Agent to give notice of the Administrative Agent's security interest in such Accounts under the provisions of the Federal Assignment of Claims Act or any comparable law or act enacted by any state or local governmental authority; and

(c) Further Identification of Collateral. Each Grantor will if so requested by the Administrative Agent furnish to the Administrative Agent, as often as the Administrative Agent reasonably requests but in no event more frequently than once per calendar quarter, statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Administrative Agent may reasonably request, all in reasonable detail.

(d) Notices. In addition to the notices required by Section 5(b) hereof, each Grantor will advise the Administrative Agent promptly, but in no event later than fifteen (15) days after the occurrence thereof, in reasonable detail, (i) of any Lien or claim made or asserted against any of the Collateral that is not expressly permitted by the terms of the Credit Agreement, and (ii) of the occurrence of any other event which would have a material adverse effect on the aggregate value of the Collateral or on the validity, perfection or priority of the Security Interests.

SECTION 6. General Authority. Each Grantor hereby irrevocably appoints the Administrative Agent its true and lawful attorney, with full power of substitution, in the name of such Grantor, the Administrative Agent or otherwise, for the sole use and benefit of the Administrative Agent on its behalf

and on behalf of the Secured Parties, but at such Grantor's expense, to exercise, at any time (subject to the proviso below) all or any of the following powers:

- (i) to file the financing statements, financing statement amendments and continuation statements referred to in Section 4(a)(iii),
- (ii) to demand, sue for, collect, receive and give acquittance for any and all monies due or to become due with respect to any Collateral or by virtue thereof,
- (iii) to settle, compromise, compound, prosecute or defend any action or proceeding with respect to any Collateral,
- (iv) to sell, transfer, assign or otherwise deal in or with the Collateral or the proceeds or avails thereof, as fully and effectually as if the Administrative Agent were the absolute owner thereof, and
- (v) to extend the time of payment of any or all thereof and to make any allowance and other adjustments with reference to the Collateral.

provided, however, that the powers described in clauses (ii), (iii), (iv) and (v) above may be exercised by the Administrative Agent only if an Event of Default then exists.

SECTION 7. Events of Default. Each of the following specified events shall constitute an Event of Default under this Agreement:

- (a) The existence or occurrence of any "Event of Default" as provided under the terms of the Credit Agreement;
- (b) Any representation or warranty made by or on behalf of any Grantor under or pursuant to this Agreement shall have been false or misleading in any material respect when made; or
- (c) Any Grantor shall fail to observe or perform any covenant or agreement set forth in this Agreement other than those referenced in paragraphs (a) and (b) above, and if such failure is capable of being remedied, such failure shall remain unremedied for fifteen (15) days.

SECTION 8. Remedies upon Event of Default.

(a) If any Event of Default has occurred and is continuing, the Administrative Agent may, without further notice, exercise all rights and remedies under this Agreement or any other Loan Document or that are available to a secured creditor under the UCC or that are otherwise available at law or in equity, at any time, in any order and in any combination, including to collect any and all Secured Obligations from the Grantors, and, in addition, the Administrative Agent may sell the Collateral or any part thereof at public or private sale, for cash, upon credit or for future delivery, and at such price or prices as the Administrative Agent may deem satisfactory. The Administrative Agent shall give the Borrower not less than ten days' prior written notice of the time and place of any sale or other intended disposition of Collateral, except any Collateral which is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market. Each Grantor agrees that any such notice constitutes "reasonable notification" within the meaning of Section 9-611 of the UCC (to the extent such Section or any successor provision under the UCC is applicable).

- (b) The Administrative Agent may be the purchaser of any or all of the Collateral so

sold at any public sale (or, if such Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations or if otherwise permitted under applicable law, at any private sale) and thereafter hold the same, absolutely, free from any right or claim of whatsoever kind. Each Grantor agrees during an Event of Default to execute and deliver such documents and take such other action as the Administrative Agent deems necessary or advisable in order that any such sale may be made in compliance with law. Upon any such sale the Administrative Agent shall have the right to deliver, assign and transfer to the purchaser thereof the Collateral so sold. Each purchaser at any such sale shall hold the Collateral so sold to it absolutely, free from any claim or right of any kind, including any equity or right of redemption of the Grantors. To the extent permitted by law, each Grantor hereby specifically waives all rights of redemption, stay or appraisal which it has or may have under any law now existing or hereafter adopted. The notice (if any) of such sale shall (1) in case of a public sale, state the time and place fixed for such sale, and (2) in the case of a private sale, state the day after which such sale may be consummated. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Administrative Agent may fix in the notice of such sale. At any such sale Collateral may be sold in one lot as an entirety or in separate parcels, as the Administrative Agent may determine. The Administrative Agent shall not be obligated to make any such sale pursuant to any such notice. The Administrative Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the same may be so adjourned. In case of any sale of all or any part of the Collateral on credit or for future delivery, such Collateral so sold may be retained by the Administrative Agent until the selling price is paid by the purchaser thereof, but the Administrative Agent shall not incur any liability in case of the failure of such purchaser to take up and pay for such Collateral so sold and, in case of any such failure, such Collateral may again be sold upon like notice. The Administrative Agent, instead of exercising the power of sale herein conferred upon it, may proceed by a suit or suits at law or in equity to foreclose the Security Interests and sell Collateral, or any portion thereof, under a judgment or decree of a court or courts of competent jurisdiction. The Grantors shall remain liable for any deficiency.

(c) For the purpose of enforcing any and all rights and remedies under this Agreement following the occurrence and during the existence of an Event of Default, the Administrative Agent may (i) require any Grantor to, and each Grantor agrees that it will, at the joint and several expense of the Grantors, and upon the request of the Administrative Agent, forthwith assemble all or any part of its Collateral as directed by the Administrative Agent and make it available at a place designated by the Administrative Agent which is, in the Administrative Agent's opinion, reasonably convenient to the Administrative Agent and such Grantor, whether at the premises of such Grantor or otherwise, (ii) to the extent permitted by applicable law, enter, with or without process of law and without breach of the peace, any premise where any such Collateral is or may be located and, without charge or liability to the Administrative Agent, seize and remove such Collateral from such premises, (iii) have access to and use such Grantor's books and records, computers and software relating to the Collateral, and (iv) prior to the disposition of any of the Collateral, store or transfer such Collateral without charge in or by means of any storage or transportation facility owned or leased by such Grantor, process, repair or recondition such Collateral or otherwise prepare it for disposition in any manner and to the extent the Administrative Agent deems appropriate and, in connection with such preparation and disposition, use without charge any trademark, trade name, copyright, patent or technical process used such Grantor.

(d) Without limiting the generality of the foregoing, if any Event of Default has occurred and is continuing:

(i) the Administrative Agent may (without assuming any obligations or liability thereunder), at any time and from time to time, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of

any Grantor in, to and under any Licenses and take or refrain from taking any action under any thereof, and each Grantor hereby releases the Administrative Agent from, and agrees to hold the Administrative Agent free and harmless from and against any claims arising out of, any lawful action so taken or omitted to be taken with respect thereto except for the Administrative Agent's gross negligence or willful misconduct as determined by a final and nonappealable decision of a court of competent jurisdiction; and

(ii) upon request by the Administrative Agent, each Grantor agrees to execute and deliver to the Administrative Agent powers of attorney, in form and substance satisfactory to the Administrative Agent, for the implementation of any lease, assignment, license, sublicense, grant of option, sale or other disposition of any Intellectual Property. In the event of any such disposition pursuant to this Section, each Grantor shall supply its know-how and expertise relating to the manufacture and sale of the products bearing Trademarks or the products or services made or rendered in connection with Patents or Copyrights, and its customer lists and other records relating to such Intellectual Property and to the distribution of said products, to the Administrative Agent.

SECTION 9. Limitation on Duty of Administrative Agent in Respect of Collateral. Beyond reasonable care in the custody thereof, the Administrative Agent shall have no duty as to any Collateral of any Grantor in its possession or control or in the possession or control of any agent or bailee or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto. The Administrative Agent shall be deemed to have exercised reasonable care in the custody of the Collateral of the Grantors in its possession if such Collateral is accorded treatment substantially equal to that which it accords its own property, and the Administrative Agent shall not be liable or responsible for any loss or damage to any of the Grantors' Collateral, or for any diminution in the value thereof, by reason of the act or omission of any warehouseman, carrier, forwarding agency, consignee or other agent or bailee selected by the Administrative Agent in good faith.

SECTION 10. Application of Proceeds. The proceeds of any sale of, or other realization upon, all or any part of the Collateral of the Grantors shall be applied by the Administrative Agent in the manner set forth in Section 2.12(a) in the Credit Agreement.

SECTION 11. Concerning the Administrative Agent. The provisions of Article IX of the Credit Agreement shall inure to the benefit of the Administrative Agent in respect of this Agreement and shall be binding upon the parties to the Credit Agreement in such respect. In furtherance and not in derogation of the rights, privileges and immunities of the Administrative Agent therein set forth:

(a) The Administrative Agent is authorized to take all such action as is provided to be taken by it as the Administrative Agent hereunder or otherwise permitted under the Credit Agreement and all other action reasonably incidental thereto. As to any matters not expressly provided for herein or therein, the Administrative Agent may request instructions from the Lenders and shall act or refrain from acting in accordance with written instructions from the Required Lenders or, in the absence of such instructions, in accordance with its discretion.

(b) The Administrative Agent shall not be responsible for the existence, genuineness or value of any of the Grantors' Collateral or for the validity, perfection, priority or enforceability of the Security Interests, whether impaired by operation of law or by reason of any action or omission to act on its part. The Administrative Agent shall have no duty to ascertain or inquire as to the performance or observance of any of the terms of this Agreement by the Grantors.

SECTION 12. Appointment of Co-Agents. At any time or times, in order to comply with any legal requirement in any jurisdiction, the Administrative Agent may appoint another bank or trust company or one or more other Persons reasonably acceptable to the Required Lenders and, so long as no Event of Default has occurred or is continuing, the Borrower, either to act as co-agent or co-agents, jointly with the Administrative Agent, or to act as separate agent or agents on behalf of the Administrative Agent and the Secured Parties with such power and authority as may be necessary for the effectual operation of the provisions hereof and specified in the instrument of appointment (which may, in the discretion of the Administrative Agent, include provisions for the protection of such co-agent or separate agent similar to the provisions of Section 11).

SECTION 13. Expenses. In the event that any Grantor fails to comply with the provisions of the Credit Agreement, this Agreement or any other Loan Document, such that the value of any of its Collateral or the validity, perfection, rank or value of the Security Interests are thereby diminished or potentially diminished or put at risk, the Administrative Agent may, but shall not be required to, effect such compliance on behalf of such Grantor, and the Grantors shall jointly and severally reimburse the Administrative Agent for the reasonable, documented and actual costs thereof on demand. All insurance expenses and all reasonable, documented and out-of-pocket expenses of protecting, storing, warehousing, appraising, insuring, handling, maintaining and shipping such Collateral, any and all excise, stamp, intangibles, transfer, property, sales, and use taxes imposed by any state, federal, or local authority or any other governmental authority on any of such Collateral, or in respect of periodic appraisals and inspections of such Collateral (subject to any limitations contained in the Credit Agreement), or in respect of the sale or other disposition thereof, shall be borne and paid by the Grantors jointly and severally; and if the Grantors fail promptly to pay any portion thereof when due, the Administrative Agent may, at its option, but shall not be required to, pay the same and charge the Grantors' accounts therefor, and the Grantors agree jointly and severally to reimburse the Administrative Agent therefor on demand. All sums so paid or incurred by the Administrative Agent for any of the foregoing and any and all other sums for which the Grantors may become liable hereunder and all reasonable, documented out-of-pocket costs and expenses (including reasonable attorneys' fees, legal expenses and court costs) actually incurred by the Administrative Agent in enforcing or protecting the Security Interests or any of its rights or remedies thereon shall be payable by the Grantors on demand and shall bear interest (after as well as before judgment) until paid at the default rate of interest set forth in the Credit Agreement and shall be additional Secured Obligations hereunder.

SECTION 14. Termination of Security Interests; Release of Collateral. Upon the repayment in full in cash of all Secured Obligations (other than those Secured Obligations relating to the Hedging Obligations and indemnification obligations that survive termination of the Loan Documents), termination of all commitments of the Lenders under the Credit Agreement and the cash collateralization of the LC Exposure, the Security Interests shall terminate and all rights to the Collateral shall revert to the Grantors. Upon any such termination of the Security Interests or release of such Collateral, the Administrative Agent will, at the expense of the Borrower, execute and deliver to the Borrower such documents as the Grantors shall reasonably request, but without recourse or warranty to the Administrative Agent, including but not limited to written authorization to file termination statements to evidence the termination of the Security Interests in such Collateral.

SECTION 15. Notices. All notices, requests and other communications to the Grantors or the Administrative Agent hereunder shall be delivered in the manner required by the Credit Agreement and shall be sufficiently given to the Administrative Agent or any Grantor if addressed or delivered to them at, in the case of the Administrative Agent and the Borrower, its addresses and telecopier numbers specified in the Credit Agreement and in the case of any other Grantors, at their respective addresses and telecopier numbers provided in the Subsidiary Guaranty Agreement. All such notices and communications shall be deemed to have been duly given at the times set forth in the Credit Agreement.

SECTION 16. No Waiver; Remedies Cumulative.

(a) No failure or delay of the Administrative Agent of any kind in exercising any power, right or remedy hereunder and no course of dealing between any Grantor on the one hand and the Administrative Agent or any holder of any Note on the other hand shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or remedy hereunder or under any other Loan Document, or any abandonment or discontinuance of steps to enforce such a power, right or remedy, preclude any other or further exercise thereof or the exercise of any other power, right or remedy. The rights of the Administrative Agent hereunder and of the Lenders under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by subsection (b) below, and then such waiver and consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on any Grantor in any case shall entitle such Grantor to any other or further notice in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to a written agreement entered into between the Grantors with respect to which such waiver, amendment or modification relates and the Administrative Agent, with the prior written consent of the Required Lenders (except as otherwise provided in the Credit Agreement).

SECTION 17. Successors and Assigns. This Agreement is for the benefit of the Administrative Agent and the Secured Parties and their permitted successors and assigns, and in the event of an assignment of all or any of the Secured Obligations, the rights hereunder, to the extent applicable to the indebtedness so assigned, may be transferred with such indebtedness. This Agreement shall be binding on the Grantors and their successors and assigns; provided, however, that no Grantor may assign any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and the Lenders.

SECTION 18. Governing Law; Jurisdiction; Consent to Service of Process.

(a) This Agreement shall be construed in accordance with and be governed by the law (without giving effect to the conflict of law principles thereof) of the State of Georgia.

(b) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the United States courts located within Northern District in the State of Georgia, and the Business Case Division of the Fulton County Superior Court located in Atlanta, Georgia and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document or the transactions contemplated hereby or thereby, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such Georgia state court or, to the extent permitted by applicable law, such Federal court. Each Grantor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Administrative Agent, the Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement against any Grantor or its properties in the courts of any jurisdiction.

(c) Each Grantor irrevocably and unconditionally waives any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding described in paragraph (b) of this Section and brought in any court referred to in paragraph (b) of this Section. Each

party hereto irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each Grantor irrevocably consents to the service of process in the manner provided for notices in Section 10.1 of the Credit Agreement. Nothing in this Agreement will affect the right of the Administrative Agent or any Lender to serve process in any other manner permitted by law.

SECTION 19. WAIVER OF JURY TRIAL. EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (ii) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 20. Severability. Any provision of this Agreement held to be illegal, invalid or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability without affecting the legality, validity or enforceability of the remaining provisions hereof or thereof; and the illegality, invalidity or unenforceability of a particular provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 21. Counterparts; Integration. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement constitutes the entire agreement among the parties hereto regarding the subject matters hereof and supersedes all prior agreements and understandings, oral or written, regarding such subject matter.

SECTION 22. Additional Grantors. Pursuant to Section 5.11 of the Credit Agreement, each Subsidiary that was not in existence on the date of the Credit Agreement is required to enter into this Agreement as a Grantor upon becoming such a Subsidiary. Upon execution and delivery after the date hereof by the Administrative Agent and such Subsidiary of an instrument in the form of Exhibit A, such Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any instrument adding an additional Grantor as a party to this Agreement shall not require the consent of any other Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

(Signatures on following page)

IN WITNESS WHEREOF, the Grantors have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the day and year first above written.

EASYLINK SERVICES INTERNATIONAL
CORPORATION, a Delaware corporation

By: [Signature]
Name: Glen E. Shipley
Title: Chief Financial Officer

[CORPORATE SEAL]

EASYLINK SERVICES CORPORATION, a Delaware
corporation

By: [Signature]
Name: Glen E. Shipley
Title: CEO

[CORPORATE SEAL]

EASYLINK SERVICES USA, INC., a Delaware
corporation

By: [Signature]
Name: Glen E. Shipley
Title: CEO

[CORPORATE SEAL]

SCHEDULE I
LIST OF FILING OFFICES

Name of Grantor	Jurisdiction	Office(s)
EasyLink Services International Corporation	Delaware	Delaware Secretary of State
EasyLink Services Corporation	Delaware	Delaware Secretary of State
EasyLink Services USA, Inc.	Delaware	Delaware Secretary of State

SCHEDULE II

Grantor's Exact Legal Name	Jurisdiction of Incorporation	Taxpayer ID Number	Organizational ID Number
EasyLink Services International Corporation	Delaware	13-3645702	2279234
EasyLink Services Corporation	Delaware	13-3787073	2418320
EasyLink Services USA, Inc.	Delaware	11-3025769	2214728

SCHEDULE III
PERFECTION CERTIFICATE

[See Attached]

SCHEDULE IV
COPYRIGHTS, TRADEMARKS AND PATENTS

Intellectual Property

Copyrights

<u>Owner</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
EasyLink Services International Corporation	UPC manager : version 2.0.	TX0005347063	07/27/2001
EasyLink Services International Corporation	UPC manager : version 7.2.	TX0005347064	07/27/2001

Patents

<u>Owner</u>	<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>
EASYLINK SERVICES CORPORATION	SYSTEM AND METHOD FOR DATA CAPTURE AND MANAGEMENT	10/672,454	09/26/2003
EASYLINK SERVICES CORPORATION	SYSTEM AND METHOD FOR DATA CAPTURE AND MANAGEMENT	PCT/US2004/031604	09/24/2004

Trademarks

<u>Owner</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
EasyLink Services Corporation	EASYLINK SERVICES (Registered)	2,914,819	12/28/2004
EasyLink Services Corporation	EASYLINK (Registered)	2,913,532	12/21/2004
EasyLink Services Corporation	EASYLINK (Registered)	1,461,347	10/13/1987
EasyLink Services	ONMERCHANT (Registered)	3,370,286	01/15/2008

<u>Owner</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
International Corporation			
EasyLink Services International Corporation	INFOSAFE (Registered)	3,061,980	02/28/2006
EasyLink Services International Corporation	B2B4B2C (Cancelled)	2,567,989	05/07/2002
EasyLink Services International Corporation	ICC.NET (Registered)	2,370,364	07/25/2000
EasyLink Services International Corporation	COMMERCESENSE (Cancelled)	2,260,761	07/13/1999
EasyLink Services International Corporation	DESIGN PALETTE (Cancelled)	2,050,293	04/08/1997
EasyLink Services International Corporation	PROTECTED BY INFOSAFE (Cancelled)	1,933,816	11/07/1995
EasyLink Services International Corporation	INFOSAFE (Cancelled)	1,854,828	09/20/1994
EasyLink Services International Corporation	AUDINET (Abandoned)	76/545,831	09/22/2003
EasyLink Services International Corporation	B TO B FOR B TO C (Abandoned)	75/807,031	09/24/1999
EasyLink Services International Corporation	COPYSAFE (Abandoned)	75/358,563	09/17/1997
EasyLink Services International Corporation	AUDINET (Abandoned)	75/190,468	10/31/1996
EasyLink Services USA, Inc.	FAXPROXY (Cancelled)	2,464,136	06/26/2001
EasyLink Services USA, Inc.	N (Cancelled)	2,364,342	07/04/2000
EasyLink Services USA, Inc.	FAXCOURIER (Cancelled)	2,356,881	06/13/2000
EasyLink Services	UMAIL (Cancelled)	2,374,195	08/08/2000

<u>Owner</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
USA, Inc.			
EasyLink Services USA, Inc.	MAILWATCH (Cancelled)	2,326,696	03/07/2000
EasyLink Services USA, Inc.	FAXLAUNCHER (Registered)	2,175,849	07/21/1998
EasyLink Services USA, Inc.	FAXSCAN (Cancelled)	2,175,435	07/21/1998
EasyLink Services USA, Inc.	EZ-LIST (Registered)	2,049,181	04/01/1997

Country	Application No.	Application Date	Title	Registration No.	Registration Date	International Classes	Case Status	Case Ref.
Andorra	1774	20-Dec-1996	EasyLink	24267	20-Dec-1996	38	Registered	02546.000T29.AD
Argentina	1451275	28-Aug-1984	EasyLink	1711533	21-Dec-1998	38	Registered	02546.000T30.AR
Australia	414446	31-Aug-1984	EasyLink	414446	04-Nov-1993	38	Registered	02546.000T30.AU
Austria	2426/84	03-Aug-1984	EasyLink	107732	18-Dec-1984	38	Registered	02546.000T30.AT
Benelux	51872	24-Aug-1984	EasyLink	402132	20-Mar-1985	09,16	Registered	02546.000T30.BX
Bosnia & Herzegovina	983044	21-Dec-1987	EasyLink	983044	21-Dec-1987	38	Abandoned	02546.000T30.BA
Brazil	816292175	25-Jul-1991	EasyLink	816292175	12-Nov-1996		Registered	02546.000T30.BR
Brazil	816292167	25-Jul-1991	EASYLINK	816292167	02-Mar-1993	9	Registered	02546.000T31.BR
Chile	38136	14-Aug-1984	EasyLink	435726	28-Nov-1984	38	Registered	02546.000T30.CL
China	756329	08-Nov-1993	EASYLINK	756329	14-Jul-1995	38	Registered	02546.000T29.CN
China	2441	25-Jan-1985	EasyLink	242984	30-Jan-1986	16	Registered	02546.00T30A.CN
China	9759	30-Mar-1985	EasyLink	245613	15-Mar-1986	16	Registered	02546.00T30B.CN
China	2442	24-Jan-1985	EasyLink	242991	30-Jan-1986	09	Registered	02546.00T30C.CN
Colombia	236051	22-Aug-1984	EasyLink	119799	31-Aug-1987	38	Abandoned by client	02546.000T30.CO
Croatia	920914	27-Sep-1992	EasyLink	920914	27-Sep-1992	38	Abandoned	02546.000T30.HR
Cyprus	34546	04-Jun-1991	EASYLINK	34546	18-Apr-1994	38	Registered	02546.000T29.CY
Democratic People's Republic of Korea	17966	30-Jul-1998	EASYLINK	9782	30-Jan-1999	38	Abandoned by client	02546.000T29.KP
Denmark	4225/84	02-Aug-1984	EasyLink	2618/85	16-Aug-1985	38	Registered	02546.000T30.DK
Ecuador	27051	06-Aug-1991	EASYLINK	186/92	04-Jun-2002	38	Registered	02546.000T29.EC
Egypt	64669	22-Sep-1984	EasyLink	64669	19-Jan-1993	38	Abandoned by client	02546.000T30.EG
European Community		15-Jul-1996	faxSAV	308650	08-Jul-1999	38	Registered	02546.000013.EU
Germany	115/38	13-May-1991	EASYLINK	2914053	28-Oct-1999	09,37,38,42	Registered	02546.000T29.DE
Greece	78088	20-Sep-1984	EasyLink	78088	20-Sep-1984	09,16	Registered	02546.000T30.GR
Hong Kong	5805/1991	08-Aug-1991	EASYLINK	7162/1995	23-Aug-1995	16	Registered	02546.000T29.HK
Hong Kong			FAXLAUNCHER	1999B09545AA	19-Dec-1996	09,38	Registered	02546.000T10.HK

India	426903	10-Sep-1984	EasyLink	426903	13-Jan-1991	16	Abandoned	02546.00T30A.IN
India	1342919	07-Mar-2005	EASYLINK			38	Application Filed	02546.00T30B.IN
India	969712	10-Nov-2000	INDIACOM and Design			16	Abandoned by client	02546.00T31N.
Indonesia	2671	29-May-1993	EASYLINK	305890	24-May-1994	38	Abandoned by client	02546.000T29.ID
Indonesia	13048	10-Sep-1984	EasyLink	347939	25-Jan-1985	09	Registered	02546.00T30A.ID
Indonesia	13049	10-Sep-1984	EasyLink	347940	25-Jan-1985	16	Registered	02546.00T30B.ID
Ireland	2669/84	27-Aug-1984	EasyLink	117988	27-Apr-1987	09	Registered	02546.00T30A.IE
Ireland	3898/84	31-Dec-1984	EasyLink	117989	27-Apr-1987	16	Registered	02546.00T30B.IE
Israel	59357	16-Aug-1984	EasyLink	59357	16-Aug-1984	38	Registered	02546.00T30.IL
Italy	40998	14-Aug-1984	EasyLink	698385	19-May-1986	38	Registered	02546.00T30.IT
Japan	123519/96	05-Nov-1996	EasyLink	4175582	07-Aug-1998	16	Registered	02546.000T30.JP
Japan	159594/92	21-Aug-1992	EASYLINK	3092324	31-Oct-1995	38	Registered	02546.00T29A.JP
Japan	62417/98	24-Jul-1998	EASYLINK	4374065	07-Apr-2000	09	Registered	02546.00T29B.JP
Macedonia (F.Y.R.O.M)	2460/94	05-Jul-1994	EasyLink	4366	05-Jul-1994	38	Abandoned	02546.000T30.MK
Malaysia	4694/84	05-Oct-1984	EasyLink	84004694	05-Oct-1984	09	Registered	02546.00T29A.MY
Malaysia	4695/84	05-Oct-1984	EasyLink	84004695	24-Aug-1994	16	Registered	02546.00T29B.MY
Mexico	133675	27-Feb-1992	EASYLINK	413903	19-May-1992	09	Registered	02546.00T29A.MX
Mexico	133676	27-Feb-1992	EASYLINK	413904	19-May-1992	16	Registered	02546.00T29B.MX
Mexico	133677	27-Feb-1992	EASYLINK	413905	19-May-1992	38	Registered	02546.00T29C.MX
Morocco			EasyLink	35292	23-Aug-1984	38	Abandoned by client	02546.000T30.MA
New Zealand	155001	27-Sep-1984	EasyLink & Design	155001	27-Sep-1984	09	Abandoned by client	02546.00T31A.NZ
New Zealand	155000	27-Sep-1984	EasyLink & Design	155000	27-Sep-1984	16	Abandoned by client	02546.00T31B.NZ
Norway	84/2684	02-Aug-1984	EasyLink	125737	10-Jul-1986	38	Registered	02546.000T30.NO
Patent Cooperation Treaty	US04/3160 4	24-Sep-2004	SYSTEM AND METHOD FOR DATA CAPTURE AND MANAGEMENT				Transferred elsewhere	02546.002400.PC

Peru	188594	19-Jul-1991	EASYLINK	9084	14-Oct-1991	38	Not renewed & abandoned	02546.000T29.PE
Philippines	55377	05-Jan-1985	EasyLink	42352	12-Dec-1988	38	Registered	02546.000T30.PH
Philippines	4-1997-118378	27-Feb-1997	FAXLAUNCH ER	4-1997-118378	18-Mar-2006	09	Abandoned	02546.003401.PH
Philippines	4-1997-118380	27-Feb-1997	FAXSAV	4-1997-118380	18-Mar-2006	38	Registered	02546.003400.PH
Philippines	4-1997-118379	27-Feb-1997	FAXSAV	4-1997-118379	18-Mar-2006	09	Registered	02546.003402.PH
Portugal	227310	11-May-1990	EasyLink	227310	11-May-1990	38	Registered	02546.000T30.PT
Russian Federation	166109	16-Sep-1992	EASYLINK	119513	25-Aug-1994	09,16,38	Abandoned by client	02546.000T29.RU
Serbia	418/84	09-Aug-1984	EasyLink	31365	21-Dec-1987	38	Abandoned by client	02546.000T30.YU
Slovenia	8480418	09-Aug-1984	EasyLink	8480418	12-Apr-1996	38	Registered	02546.000T29.SI
South Africa	84/7147	10-Aug-1984	EasyLink	84/7147	10-Aug-1984	38	Registered	02546.000T30.ZA
Spain	1078370	16-Aug-1984	EasyLink	1078370	02-Oct-1985	38	Registered	02546.000T30.ES
Switzerland	4756/1984	08-Oct-1985	EasyLink & Design	342218	27-Nov-1985	09,16	Registered	02546.000T31.CH
Syria			EASYLINK	43949	25-Sep-1991	38	Registered	02546.000T29.SY
Taiwan	46112/84	19-Sep-1984	EasyLink	18275	01-Sep-1985		Registered	02546.000T30.TW
Thailand	331874	03-Apr-1997	EasyLink			38	Abandoned by client	02546.00030C.TH
Thailand	272384	19-Sep-1984	EasyLink	19029	19-Sep-1984	09	Registered	02546.00T30A.TH
Thailand	272385	19-Sep-1984	EasyLink	19030	19-Sep-1984	16	Registered	02546.00T30B.TH
Turkey	2815/85	16-Jan-1985	EasyLink	85361	16-Jan-1985	09,16	Registered	02546.000T30.TR
United Arab Emirates	10715	22-May-1995	EasyLink	12492	16-Oct-1997	38	Registered	02546.000T30.AE
United Kingdom	1463747	08-May-1991	EASYLINK	1463747	01-Apr-1997	38	Registered	02546.00T29A.GB
United Kingdom	1496330	03-Apr-1992	EASYLINK	1496330	04-Apr-1997	09	Registered	02546.00T29B.GB
United States of America	75/485344	14-May-1998	ALLEGRO			42	Abandoned by client	02546.0000T5.
United States of America	75/424678	28-Jan-1998	ALLEGRO AND DESIGN			42	Abandoned by client	02546.0000T6.
United States of America	75/266137	26-Mar-1997	ALLEGRO T			42	Abandoned by client	02546.0000T7.

United States of America	76/373976	21-Feb-2002	EASYLINK	2913532	21-Dec-2004	38	Registered	02546.000T29.
United States of America	73/428655	03-Jun-1983	EASYLINK (STYLIZED)	1461347	13-Oct-1987	38	Registered	02546.000T32.
United States of America	76/373975	21-Feb-2002	EASYLINK SERVICES	2914819	28-Dec-2004	38	Registered	02546.000T28.
United States of America	75/109419	24-May-1996	EZ-LIST	2049181	01-Apr-1997	38	Registered	02546.0000T8.
United States of America	75/585256	09-Nov-1998	FAXCOURIER	2356881	13-Jun-2000	38	Abandoned by client	02546.0000T9.
United States of America		09-Nov-1998	FAXCOURIER	2356881	13-Jun-2000	38	Abandoned by client	02546.000T33.
United States of America	75/255965	12-Mar-1997	FAXLAUNCHER	2175849	21-Jul-1998	09	Registered	02546.000T10.
United States of America	75/577130	26-Oct-1998	FAXLAUNCHER PRO			38	Abandoned by client	02546.000T11.
United States of America	75/419317	16-Jan-1998	FAXPROXY	2464136	26-Jun-2001	38	Let Lapse	02546.000T12.
United States of America	74/518903	02-May-1994	FAXSAV	1911805	15-Aug-1995	38	Abandoned by client	02546.000T13.
United States of America	75/111521	30-May-1996	FAXSCAN	2175435	21-Jul-1998	38	Abandoned by client	02546.000T14.
United States of America	75/082557	02-Apr-1996	INAME	2148185	31-Mar-1998	38	Abandoned by client	02546.000T15.
United States of America	76/146946	13-Oct-2000	INDIA.COM			42	Abandoned by client	02546.000T22.
United States of America	76/146947	13-Oct-2000	INDIA.COM			16	Abandoned by client	02546.000T23.
United States of America	76/146554	13-Oct-2000	INDIA.COM AND DESIGN			42	Abandoned by client	02546.000T24.
United States of America	76/146945	13-Oct-2000	INDIA.COM AND DESIGN			16	Abandoned by client	02546.000T25.
United States of America	76/045489	10-May-2000	INDIACOM AND DESIGN			42	Transferred elsewhere	02546.0000T2.
United States of America	76/045490	10-May-2000	INDIACOM AND DESIGN			16	Abandoned by client	02546.0000T3.
United States of America	75/394463	21-Nov-1997	LANSOFT	2217290	12-Jan-1999	09	Abandoned by client	02546.000T16.

United States of America	75/827912	21-Oct-1999	MAILCOM AND DESIGN			09,35,38	Abandoned by client	02546.000001.
United States of America	75/701985	10-May-1999	MAILWATCH	2326696	07-Mar-2000	38	Transferred elsewhere	02546.000T17.
United States of America	75/425279	28-Jan-1998	MISC. DESIGN			38	Abandoned by client	02546.0000T4.
United States of America	75/707476	17-May-1999	N AND DESIGN	2364342	04-Jul-2000	38	Abandoned by client	02546.000T18.
United States of America	75/678563	08-Apr-1999	NETMOVES			38	Abandoned by client	02546.000T19.
United States of America	75/678562	08-Apr-1999	NETMOVES			09	Abandoned by client	02546.000T20.
United States of America	10/672454	26-Sep-2003	SYSTEM AND METHOD FOR DATA CAPTURE & MANAGEMENT				Transferred elsewhere	02546.002400.
United States of America	75/264494	26-Mar-1997	THE ALLEGRO GROUP			42	Abandoned by client	02546.000T21.
United States of America	75/425252	28-Jan-1998	UMAIL	2374195	08-Aug-2000	38	Abandoned	02546.000T27.
Uruguay	251783	28-Feb-1992	EASYLINK	341436	03-Jun-1992	38	Registered	02546.000T29.UY
Venezuela	15830/91	31-Aug-1991	EASYLINK	163785	19-Aug-1994	09	Registered	02546.000T29.VE

**EXHIBIT A TO THE
SECURITY AGREEMENT**

THIS SUPPLEMENT TO SECURITY AGREEMENT (this "Supplement"), dated as of _____, 200____, is executed by [NAME OF NEW GRANTOR - IN ALL CAPS], a [State] [Entity] (the "New Grantor"), in favor of SUNTRUST BANK, a Georgia banking corporation, as Administrative Agent (the "Administrative Agent"), on its behalf and on behalf of the other banks and lending institutions (the "Lenders") from time to time party to the Revolving Credit and Term Loan Agreement, dated May 19, 2009, by and among EasyLink Services International Corporation, a Delaware corporation (the "Borrower"), the Lenders, the Administrative Agent, and SunTrust Bank, as Issuing Bank (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"). Terms used herein but not defined herein shall have the meaning defined for those terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Borrower, and certain Subsidiaries of Borrower (the "Grantors") are parties to that certain Security Agreement, dated as of May 19, 2009, by and among the Grantors in favor the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantors have granted security interests to the Administrative Agent, for itself and the benefit of the Secured Parties;

WHEREAS, the Lenders have agreed to make Loans and the Issuing Bank has agreed to issue Letters of Credit to the Borrower on the terms and conditions contained in the Credit Agreement;

WHEREAS, it is a condition precedent to the continued extension of the Loans and the continued issuance of Letters of Credit under the Credit Agreement that the New Grantor grant to Administrative Agent a security interest in all of its Collateral to secure the obligations of the New Grantor under the Subsidiary Guaranty Agreement and all other Loan Documents to which it is a party, and the New Grantor wishes to fulfill said condition precedent;

NOW, THEREFORE, in consideration of the premises and in order to ensure the compliance with the Credit Agreement, the New Grantor hereby agrees as follows:

SECTION 1. Grant of Security Interest. As security for the payment and performance of the Secured Obligations, the New Grantor hereby pledges, assigns, hypothecates, sets over and conveys to the Administrative Agent on its behalf and on behalf of the Secured Parties and grants to the Administrative Agent on its behalf and on behalf of the Secured Parties a continuing security interest in and to, all of its rights in and to all Collateral now or hereafter owned or acquired by such New Grantor or in which such New Grantor now has or hereafter has or acquires any rights, and wherever located.

SECTION 2. Joinder; Authorization of Filings. In accordance with Section 22 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (i) agrees to all the terms and provisions of the Security Agreement applicable to it as Grantor thereunder and (ii) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In addition to and not in limitation of the agreements, representations and warranties made by New Grantor in the preceding sentence, New Grantor authorizes the Administrative Agent, its counsel or its representative, at any time and from time to time, to file financing statements and amendments that describe the collateral covered by such

financing statements as “all assets of the New Grantor”, “all personal property of the New Grantor” or words of similar effect, in such jurisdictions as the Administrative Agent may deem necessary or desirable in order to perfect the security interests granted by the New Grantor hereunder. Each reference to a Grantor in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 3. Schedules. The New Grantor shall complete and attach hereto the schedules required under the Security Agreement, specifically, Schedule I, setting forth the offices in which UCC financing statements must be filed, Schedule II, setting forth New Grantor’s jurisdiction of incorporation, taxpayer identification number, organizational identification number and correct legal name indicated on the public record of New Grantor’s jurisdiction of organization which shows such Grantor to be organized, and Schedule III, setting forth the Perfection Certificate as completed by the New Grantor. Schedules I, II and III of the Security Agreement shall be deemed amended by and shall incorporate from the date hereof Schedules I, II and III hereto.

SECTION 4. Representations and Warranties. The New Grantor represents and warrants to the Administrative Agent and the Secured Parties that this Supplement has been duly authorized, executed and delivered by it and that each of this Supplement and the Security Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 5. Binding Effect. This Supplement shall become effective when it shall have been executed by the New Grantor and thereafter shall be binding upon the New Grantor and shall inure to the benefit of the Administrative Agent and the Lenders. Upon the effectiveness of this Supplement, this Supplement shall be deemed to be a part of and shall be subject to all the terms and conditions of the Security Agreement. The New Grantor shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of the Lenders.

SECTION 6. Governing Law. THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF) OF THE STATE OF GEORGIA.

SECTION 7. Execution in Counterparts. This Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 8. Notices to New Grantor. All communications and notices hereunder shall be in writing and given as provided in Section 15 of the Security Agreement. All communications and notices hereunder to the New Grantor shall be given to it at the address set forth under its signature below, with a copy to the Borrower.

(Signature on following page)

IN WITNESS WHEREOF, the New Grantor has duly executed this Supplement to the Security Agreement as of the day and year first above written.

[NAME OF NEW GRANTOR]

By: _____ (SEAL)

Name: _____

Title: _____

Address: _____
