

08-20-2001



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TRADEMARKS ONLY

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

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

Handwritten initials and scribbles on the left margin.

1. Name of conveying party(ies):

KSK Communications LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other limited liability co. - Delaware
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: August 9, 2001

2. Name and address of receiving party(ies)

Name: UPS Capital Corporation

Internal

Address: _____

Street Address: 35 Glenlake Parkway, NE Suite 360

City: Atlanta State: GA Zip: 30328

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,843,152; 1,840,846; 1,864,675

Additional number(s) attached Yes No

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

Name: Diane S. White

Internal Address: King & Spalding

Street Address: 191 Peachtree Street

City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 210.00

- Enclosed \$120.00 expedited fee
- Authorized to be charged to deposit account

8. Deposit account number:

90E
120E

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Diane S. White

Name of Person Signing

Signature

8/17/01

Date

08/20/2001 DRYRNE 00000169 1843152

Total number of pages including cover sheet, attachments, and document: 8

01 FC:481
02 FC:482
03 FC:484

40.00 OP
50.00 OP
120.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002314 FRAME: 0178

**COLLATERAL ASSIGNMENT AND
SECURITY AGREEMENT (TRADEMARKS)**

THIS COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (TRADEMARKS) (the "Agreement"), dated as of August 9, 2001, is made by the undersigned (the "Company"), as an "Obligor" under the "Credit Agreement" defined below, to and in favor of UPS CAPITAL CORPORATION, a Delaware corporation ("UPSC"), as "Agent" (UPSC, acting in such capacity, the "Agent"), for itself and the other lenders (collectively, the "Lenders") as are, or may from time to time become, parties to the Credit and Security Agreement, dated as of even date herewith, among the "Borrower" and the "Affiliate Guarantors" identified as such therein, the Agent and the Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Credit Agreement), and for the Factor.

WITNESSETH:

RECITALS.

- A. The Company owns certain trademarks which are registered in, or applications for registration which have been filed in, the United States Patent and Trademark Office, and rights under certain Trademark Licenses, all as more fully described on Schedule I attached hereto and by reference made part hereof; and
- B. The Lenders propose to make certain loans to the Company, or such loans are to be guaranteed by the Company as an Affiliate Guarantor, pursuant to the Credit Agreement; and
- C. Pursuant to the Credit Agreement, the Company has assigned, conveyed, mortgaged, pledged, hypothecated and transferred to the Agent, for its benefit and the ratable benefit of the Lenders and the Factor, all of its right, title and interest in and to, and granted to the Agent, for its benefit and the ratable benefit of the Lenders and the Factor, a security interest in, the property described therein, including, without limitation, (a) all of the Company's Trademarks (as herein defined), whether presently existing or hereafter acquired or arising, or in which the Company now has or hereafter acquires rights and wherever located; (b) all of the Company's Trademark Licenses (as herein defined), whether presently existing or hereafter acquired or in which the Company now has or hereafter acquires rights and wherever located; and (c) all products and proceeds any of the foregoing, as security for all of the Obligations; and
- D. As a condition precedent to the extension of such financial accommodations pursuant to the Credit Agreement and in furtherance of the Credit Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Lenders have required that the Company grant to the Agent, for its benefit and the ratable benefit of Lenders and the Factor, a security interest in and a collateral assignment of the Property (as herein defined);

NOW, THEREFORE, in consideration of the premises and of the 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:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

“Trademark License” means any written agreement now or hereafter in existence granting to the Company any right to use any Trademark, including, without limitation, the agreements listed on Schedule I attached hereto.

“Trademarks” means all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now 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, including, without limitation, those listed on Schedule I attached hereto together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby, (ii) all renewals thereof and (iii) all proceeds of the foregoing.

2. As security for all of the Obligations, the Company hereby grants and conveys a security interest to the Agent, for its benefit and the ratable benefit of the Lenders and the Factor, in, and collaterally assigns to the Agent, for its benefit and the ratable benefit of the Lenders and the Factor, all of its right, title and interest in, to and under the following (collectively, the “Property”):

(a) each Trademark now or hereafter owned by the Company or in which the Company now has or hereafter acquires rights and wherever located and the goodwill of the business of the Company relating thereto or represented thereby, including, without limitation, each Trademark referred to in Schedule I hereto; and

(b) each Trademark License now or hereafter held by the Company or in which the Company now has or hereafter acquires rights, to the extent each of the Trademark Licenses does not prohibit assignment or the granting of a security interest in the rights thereunder, and wherever located, including, without limitation, the Trademark Licenses, if any, referred to in Schedule I hereto; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present

or future infringement of any Trademark or breach of Trademark Licenses, if any, including, without limitation, any Trademark or Trademark License referred to in Schedule I hereto.

This Agreement is made for Collateral purposes only and until the Agent exercises the rights and remedies accorded to it under the Credit Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Property, the Company shall own, and may use and enjoy the Property in connection with its business operations, and exercise all incidents of ownership, including, without limitation, granting licenses thereof in the ordinary course of business and enforcement of its rights and remedies with respect to the Property, but with respect to all Property being used in the Company's business, only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Property. Agent shall take no action in connection with the exercise of its rights and remedies hereunder in respect of the Property without taking like action with respect to the entire goodwill of the Company's business connected with the use of such Property.

3. The Company does hereby further acknowledge and affirm that the representations, warranties and covenants of the Company with respect to the Property and the rights and remedies of the Agent with respect to the security interest in and collateral assignment of the Property made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
4. This Agreement shall terminate upon termination of the Commitments and full payment of all Obligations. At any time and from time to time prior to such termination, the Agent may terminate its security interest in or reconvey to the Company any rights with respect to any or all of the Property. Upon termination of this Agreement and promptly following a request from the Company, the Agent shall, at the expense of the Company, execute and deliver to the Company all deeds, assignments and other instruments as may be necessary or proper in the reasonable judgment of the Company in order to evidence such termination, subject to any disposition of the Property which may have been made by the Agent pursuant hereto or pursuant to the Credit Agreement.
5. If at any time before the termination of this Agreement in accordance with Section 4, the Company shall obtain or acquire rights to any new Trademark or Trademark License, the provisions of Section 2 shall automatically apply thereto and the Company shall comply with the terms of the Credit Agreement with respect to such new Trademark or Trademark License. The Company authorizes the Agent to modify this Agreement by amending Schedule 1 to include any future Trademarks and Trademark Licenses covered by Section 2 or by this Section 5; provided, however, that this Section 5 shall not apply to Trademarks owned by third parties or Trademark Licenses in connection with the sale of goods or performance of services in the Ordinary Course of Business.
6. The Company further agrees that (a) prior to Agent's exercise of its rights and remedies under the Credit Agreement with respect to the Property, neither the Agent nor any Lender nor the Factor shall have any obligation or responsibility to protect or defend the Property

and the Company shall at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Credit Agreement, (b) the Company shall forthwith advise the Agent promptly in writing upon detection of infringements of any of the Property being used in the Company's business and (c) if the Company fails to comply with the requirements of the preceding clause (a), the Agent or any Lender or the Factor may do so in the Company's name or in its own name, but in any case at the Company's expense, and the Company hereby agrees to reimburse the Agent, the Lenders and the Factor for all expenses, including attorneys' fees, incurred by the Agent and the Lenders in protecting, defending and maintaining the Property.

7. This Agreement constitutes a Credit Document and shall be governed and construed accordingly as provided in the Credit Agreement.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by its duly authorized officer as of the date first above written.

KSK COMMUNICATIONS LLC

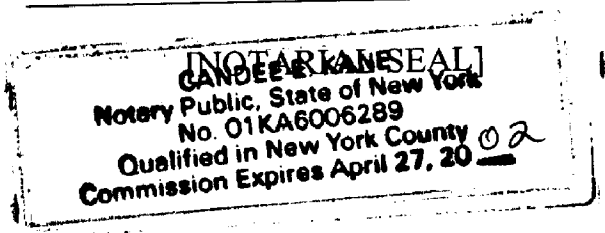
By: *Mitchell Paul*
Mitchell Paul, Secretary

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On August 9, 2001, before me personally came Mitchell Paul, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the Secretary of KSK Communications LLC (the "Company") who being by me duly sworn, did depose and say that he(she), in such capacity, executed the foregoing instrument; that the said instrument was signed on behalf of the Company by order of its board of directors (or similar governing body); that he(she) signed his/her name thereto by like order; and he(she) acknowledged said instrument to be the free act and deed of the Company.

Candee E. Kane
Notary Public

My Commission Expires:



SCHEDULE I

REGISTERED U.S. TRADEMARKS

Mark	Reg./Serial No.	Status
KSK	1,843,152	Registered
KSK Communications Ltd.	1,840,846	Registered
Kaleidoscope	1,864,675	Registered

PENDING U.S. TRADEMARK APPLICATIONS

NONE

TRADEMARK LICENSES

TRADEMARK LICENSES WITH RESPECT
TO WHICH THE COMPANY IS A LICENSOR:

NONE

TRADEMARKS AND TRADEMARK APPLICATIONS
WITH RESPECT TO WHICH THE COMPANY IS A LICENSEE:

NONE