

01-28-2002

FORM PTO-1595

1-31-92

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

1.16.02

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

1. Name of conveying party(ies): Quintessent Communications Inc. Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): Name: Silicon Valley Bank Internal Address: HA155 Street Address: 3003 Tasman Drive City: Santa Clara State: CA ZIP: 95054 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: 10-1-01	

4. Application number(s) or trademark number(s):
 If this document is being filed together with a new application, the execution date of the application is: _____

A. Trademark Application No.(s) 76-237,286 ; 72-771,275 76-235,784 ; 72-771,276 76-235,378 ; 76-155,054 75-771,297 ; 75-893,661 75-771,298 75-771,299	B. Trademark No.(s) 2472251 <div style="text-align: right;">JAN 16 2002</div>
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

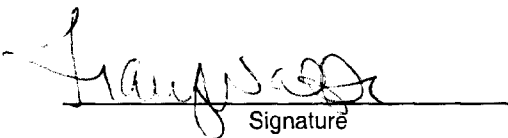
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Silicon Valley Bank Internal Address: Loan Documentation HA155 Street Address: 3003 Tasman Dr. City: Santa Clara State: Ca ZIP: 95054	6. Total number of applications and trademark involved: 11 7. Total fee (37 CFR 3.41):\$290.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)
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01/28/2002 10:42:11 00000195 75237266
 01 FE:481 40.00 UP
 02 FE:482 250.00 UP

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.

Tracy Walton
 Name of Person Signing


 Signature

11-5-01
 Date

Total number of pages comprising cover sheet: **7**

OMB No 0651-0011 (exp 4/94)

TRADEMARK
REEL: 2431 FRAME: 0663

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 1, 2001 by and between SILICON VALLEY BANK ("Bank") and QUINTESSENT COMMUNICATIONS, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Third Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated October 1, 2001 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

Attn: _____

By: CRACE

Title: SUB CFO

BANK:

SILICON VALLEY BANK

By: [Signature]

Title: SVP

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

APPROVED
AS TO FORM
[Signature]
QCI LEGAL
[Signature]
DATE

EXHIBIT A

Copyrights

Description

Registration/
Application -
Number

Registration/
Application
Date

EXHIBIT B

Patents

Description

Registration/
Application-
Number

Registration/
Application
Date

Project Wisdom

Provisional application
No. 60/267,210

02/07/01

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application -- Number</u>	<u>Registration/ Application Date</u>
Quintessent (registered trademark)	2472251	7-24-01
"Q" logo (application)	76237286	4-6-01
Qconnect (application)	76235784	4-3-01
Quintessent (application)	76235378	4-3-01
LSRXchange (application)	75771297	8-9-99
ASRXchange (application)	75771298	3-28-01
PIC/CAREXchange (application)	75771299	8-9-99
Tele.Commerce (application)	72771275	8-9-99
Tele.Commerce Solution (application)	72771276	8-9-99
DSLXchange (application)	76155054	10-27-00
Tele.Commerce ASP (application)	75893661	1-10-00

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date