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

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

<p>1 Name of conveying party(ies): Advanced Radio Telecom Corp.</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2 Name and address of receiving party(ies) Name: <u>Bank One Trust Company - N.A.</u> Internal Address: _____ Address: _____</p> <p>Street Address: <u>100 East Broad St., 8th Fl.</u> City: <u>Columbus</u> State: <u>Ohio</u> Zip: <u>43271</u></p> <p><input type="checkbox"/> Individual(s) citizen(s) _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input type="checkbox"/> Corporation-State _____  <input checked="" type="checkbox"/> Other: <u>Foreign Corporate Fiduciary</u></p> <p><small>If assignee is not domiciled in the United States, a domicile representative declaration is attached. <input type="checkbox"/> Yes <input type="checkbox"/> No    (Declarations may be a separate document with assignment additional sheets) &amp; attached attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small></p>
<p>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 _____</p> <p>Execution Date: <u>12-20-2001</u></p>	<p>4 Application number(s) or registration number(s):</p> <p>A. Trademark Application No (s) _____</p> <p>B. Trademark Registration No.(s) <u>74104102, 74561282, 75063949</u></p> <p>Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5 Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Advanced Radio Telecom Corp.</u> Internal Address: <u>Attn: Sandra I. Watson</u> _____</p> <p>Street Address: <u>230 Court Square, Suite 202</u> _____</p> <p><u>Charlottesville</u> City: _____ State: <u>VA</u> Zip: <u>22902</u></p>	<p>6. Total number of applications and registrations involved <span style="border: 1px solid black; padding: 2px;">12</span></p> <p>7. Total fee (37 CFR 3.41) ..... \$ <u>315.00</u></p> <p><input checked="" type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account <u>315 E</u></p> <p>8. Deposit account number _____</p> <p><small>(Attach duplicate copy of this page if paying by deposit account)</small></p>
DO NOT USE THIS SPACE	
<p>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</p> <p><u>Sandra I. Watson</u>      <u>Sandra I. Watson</u>      <u>4/12/02</u> Name of Person Signing      Signature      Date</p> <p><small>*All number of copies including cover sheet, attachments, and documents.    Mail documents to be recorded with required cover sheet information to:    Commissioner of Patent &amp; Trademarks, Box 489000    Washington, D.C. 20230*</small></p>	

**ADVANCED RADIO TELECOM CORP.**  
**ADDITIONAL REGISTRATION NUMBERS**

75078984  
75091540  
75092695  
75249645  
75872813  
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75872815  
75872817  
75872823

# SECURITY AGREEMENT<sup>1</sup>

This SECURITY AGREEMENT (as from time to time amended, modified or supplemented, this "*Agreement*"), dated December 20, 2001, is made by ADVANCED RADIO TELECOM CORP., a Delaware corporation (prior to its reorganization pursuant to the Plan referred to below ("*ART*"), and as reorganized pursuant to the Plan referred to below, the "*Company*"), and Bank One Trust Company, N.A., not in its individual capacity, but solely as the Agent (the "*Agent*"), for the benefit of the purchasers from time to time party to the Purchase Agreement referred to below (collectively, the "*Purchasers*").

## PRELIMINARY STATEMENTS

A. Each of the Purchasers is either (i) a holder of a General Unsecured Claim (as such term is defined in the Plan (defined below) or (ii) a Preferred Interest (as such term is defined in the Plan).

B. ART and certain of its subsidiaries (collectively, the "*Debtors*") filed petitions pursuant to Chapter 11 of the United States Bankruptcy Code (the "*Bankruptcy Code*"), 11 U.S.C. §§ 101 *et seq.*, commencing Chapter 11 cases in the United States Bankruptcy Court for the District of Delaware (the "*Bankruptcy Court*").

C. ART's Plan of Reorganization dated September 20, 2001 which is attached as Exhibit A to the Purchase Agreement (the "*Plan*") was confirmed by the Bankruptcy Court pursuant to an Order dated October 31, 2001.

D. The Plan provides, among other things, that on the Effective Date (as defined in the Plan) certain distributions will be made to creditors, and the Company's business and assets immediately prior to such Effective Date will vest in the Reorganized Debtors (as defined in the Plan).

E. Pursuant to that certain Senior Secured Note and Class A Warrant Purchase Agreement, dated as of the date hereof between the Purchasers party thereto and the Company (the "*Purchase Agreement*"), the Company has issued and such Purchasers have agreed to purchase \$10,975,225 aggregate principal amount of the Company's 9% Senior Secured Notes (the "*Senior Notes*") and up to four million Class A Warrants (the "*Class A Warrants*") to purchase shares of new common stock to be issued by the Company pursuant to the Plan.

F. It is a condition precedent to the Purchasers obligations under the Purchase Agreement that the Company enter into this Agreement.

G. In order to secure the full and punctual payment and performance of the Senior Notes and in consideration for the material benefit derived from the purchase of the Senior Notes by the Purchasers, the Company has agreed to execute and deliver this Agreement and to pledge, deliver and grant a continuing security interest in and to the Collateral (as hereafter defined) to the Agent for the equal and ratable benefit of the Purchasers.

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<sup>1</sup> Subsidiaries to execute Guarantees and Security Agreements covering owned collateral at closing.

H. In connection herewith, each of the Reorganized Debtors (as defined in the Plan) is unconditionally guaranteeing the obligations of ART under the Senior Notes.

NOW, THEREFORE, in consideration of the premises and in order to induce the Purchasers to enter into the Purchase Agreement and purchase the Senior Notes and the Class A Warrants, the parties agree as follows:

SECTION 1. Defined Terms: Interpretation.

1.01. Defined Terms.

(a) The capitalized terms used herein which are defined in the Purchase Agreement and not otherwise defined in this Agreement have, as used in this Agreement, the respective meanings provided for in the Purchase Agreement, as applicable.

(b) Unless otherwise defined herein or in the Purchase Agreement, as applicable, terms defined in Article 9 of the UCC are used herein as therein defined.

(c) As used in this Agreement, the following terms shall have the following meanings:

*"Accounts"* means all accounts (as defined in the UCC) now or hereafter existing.

*"Agent"* has the meaning specified in the Introduction.

*"Agency Agreement"* means that certain Collateral Agency Agreement by and among the Purchasers and the Agent dated as of the date hereof.

*"Agreement"* has the meaning specified in the Introduction.

*"ART"* has the meaning specified in the Introduction.

*"Chattel Paper"* means all *"chattel paper"* (as defined in the UCC) now or hereafter existing.

*"Class A Warrants"* has the meaning specified in the Preliminary Statements.

*"Collateral"* has the meaning specified in Section 3.

*"Company"* has the meaning specified in the Introduction.

*"Contracts"* means all contracts and agreements to which the Company now is, or hereafter will be, bound, or is a party, beneficiary or assignee (other than rights evidenced by Chattel Paper, Documents or Instruments), including any franchise agreements or license agreements and all other agreements and documents executed and delivered with respect to such contracts, and all revenues, rentals and other sums of money due to become due thereunder from any of the foregoing.

**"Copyrights"** means all United States or other registered and unregistered copyrights, all licenses thereto, and all applications therefor, and all reissues, divisions, continuations, renewals, extensions, modifications, supplements thereto or to any part thereof, and the right to sue for past, present and future infringements of the foregoing, and all rights corresponding to the foregoing throughout the world.

**"Debtors"** has the meaning specified in the Preliminary Statements.

**"Documents"** means all "documents" (as defined in the UCC) now or hereafter existing.

**"Equipment"** means all "equipment" (as defined in the UCC), now or hereafter owned or leased by the Company and, in any event shall include, but shall not be limited to, all machinery, tools, computer software, office equipment, furniture, appliances, furnishings, fixtures, vehicles, motor vehicles, petroleum storage tanks and pumps, and any manuals, instructions and similar items which relate to the foregoing, and any and all additions, substitutions and replacements of any of the foregoing, wherever located, together with all improvements thereon and all attachments, components, parts, equipment and accessories installed thereon or affixed thereto; *provided, however*, the term Equipment shall not include any Equipment in which a security interest is perfected by a notation on the certificate of title to such Equipment.

**"Event of Default"** has the meaning specified in the Purchase Agreement.

**"Financing Documents"** means the Purchase Agreement, the Security Documents, and any other agreement, deed, document or letter setting out the terms of or constituting any indebtedness of the Company to the Agent and/or to all or any of the Purchasers together with any documents ancillary or relating to all or any of them.

**"GAAP"** means United States generally accepted accounting principals, consistently applied.

**"General Intangibles"** means all general intangibles (as defined in the UCC) now or hereafter existing, including all general intangibles where the principal obligation due to the Company is the payment of money.

**"Instruments"** means all "instruments" (as defined in the UCC) now or hereafter existing.

**"Inventory"** means all "inventory" (as defined in the UCC) in all of its forms, wherever located, now or hereafter existing and whether acquired by purchase, merger or otherwise, including (a) all goods held for sale or lease or to be furnished under contracts of service or so leased or furnished and (b) all raw materials, work in process, all finished goods and all materials and supplies used, consumed or to be used or consumed in the manufacture, packing, shipping, advertising, selling, leasing or production of such inventory including (whether or not included in such UCC definition) goods in which the Company has an interest in mass or joint or other interest or right of any kind and goods that are returned to or repossessed

by the Company and all accessions thereto and products thereof and all documents of title therefor.

*"Investment Property"* means all "investment property" (as defined in the UCC) now or hereafter existing.

*"Letter of Credit Rights"* means all "letter of credit rights" (as defined in the UCC) now or hereafter existing.

*"Patents"* means all United States or other registered and unregistered patents, all licenses thereto, and all applications therefor, and all reissues, divisions, continuations, renewals, extensions, modifications, supplements thereto or to any part thereof, and the right to sue for past, present and future infringements of the foregoing, and all rights corresponding to the foregoing throughout the world.

*"Perfection Certificate"* means a certificate substantially in the form of Exhibit A hereto, completed and supplemented with the schedules and attachments contemplated thereby to the satisfaction of the Agent, and duly executed by an officer of the Company.

*"Permitted Collateral Liens"* means (a) the Security Interests, (b) carriers', warehouseman's, mechanics', materialmen's, repairmen's or other like liens arising in the ordinary course of business and (c) liens permitted by the definition of "Permitted Liens" contained in the Purchase Agreement.

*"Plan"* has the meaning specified in the Preliminary Statements.

*"Pledge Agreement"* means the Pledge Agreement dated as of the date hereof executed by the Company in favor of the Agent for the benefit of the Purchasers.

*"Proceeds"* means all "*proceeds*" as such term is defined in Section 9-102 of the UCC or under other relevant law and shall include, but shall not be limited to, (a) any and all proceeds of any insurance (insuring the Collateral or otherwise required to be maintained hereunder, including return of unearned premium), indemnity, warranty or guaranty payable to the Agent or the Company from time to time, and claims for insurance, indemnity, warranty or guaranty effected or held for the benefit of the Company, with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable to the Company from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental authority (or any person acting under color of governmental authority) and (c) any and all interest, income, dividends, distributions and earnings on the Collateral or other monies, revenues or other amounts derived from the Collateral.

*"Purchase Agreement"* has the meaning specified in the Preliminary Statements.

*"Purchasers"* has the meaning specified in the Introduction.

*"Receivables"* means all "*Accounts*", "*Chattel Paper*", "*Instruments*", "*Documents*", "*General Intangibles*" and other obligations of any kind, now or hereafter

existing, whether or not arising out of or in connection with the sale or lease of goods or the rendering of services, and all rights now or hereafter existing in and to all security agreements, guarantees, leases, and other Supporting Obligations securing or otherwise relating to any such Accounts, Chattel Paper, Instruments, Documents, General Intangibles or obligations (all such security agreements, guarantees, leases and other Supporting Obligations being the "*Related Contracts*").

"*Related Contracts*" has the meaning specified in the definition of "Receivables" pursuant to this Section 1.01.

"*Secured Liabilities*" means all present and future obligations and liabilities of the Company, including to the Agent and/or any of the Purchasers under all or any of the Financing Documents together with:

(i) all costs, charges and expenses incurred by the Agent in connection with the protection, preservation or enforcement of their rights under the Financing Documents;

(ii) any refinancing, novation, refunding, deferral or extension of or increase in any of those obligations or liabilities;

(iii) any further advances which may be made by any of the Purchasers to the Company under any agreement expressed to be supplemental to any of the Financing Documents and all interest, fees and costs in connection herewith;

(iv) any claim for damages or restitution in the event of rescission of any of those obligations or liabilities or otherwise in connection with the Financing Documents;

(v) any claim against the Company flowing from the recovery by the Company of a payment or discharge in respect of any of those obligations or liabilities on grounds of preference or otherwise; and

(vi) any of the foregoing that arises after the filing of a petition by or against the Company under Title 11 of the United States Code, as now or hereafter in effect, even if the obligations do not accrue because of the automatic stay under Section 362 thereof or otherwise.

"*Secured Parties*" means (i) the Purchasers and (ii) the Agent.

"*Security Documents*" means each of the documents executed by the Company in order to provide the Secured Parties with security for any obligations of the Company to the Secured Parties or to guarantee such obligations.

"*Security Interests*" means the security interests granted pursuant to Section 3, as well as all other security interests created or assigned as additional Collateral for the Secured Liabilities pursuant to the provisions of this Agreement.

"*Spectrum*" means the FCC licenses identified on Exhibit C hereto.

**“Supporting Obligation”** means a Letter of Credit Right or secondary obligation that supports the payment or performance of an Account, Chattel Paper, a Document, a General Intangible, an Investment, or Investment Property.

**“Trademarks”** means all United States or other registered or unregistered trademarks, trade names, service marks and service names together with the goodwill of the business connected with the use thereof, and symbolized thereby, all licenses thereto and all applications therefor, and all reissues, divisions, continuations, renewals, extensions, modifications, supplements thereto or to any part thereof, and the right to sue for past, present and future infringements of the foregoing, and all rights corresponding to the foregoing throughout the world.

**“UCC”** means the Uniform Commercial Code in effect from time to time in the State of New York; *provided* that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of the Security Interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, **“UCC”** means 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.

#### 1.02. Interpretation.

(a) In this Agreement, unless a clear contrary intention appears:

- (i) the singular number includes the plural number and *vice versa*;
- (ii) reference to any gender includes each other gender;
- (iii) the words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision;
- (iv) reference to any person includes such person’s successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement, and reference to a person in a particular capacity excludes such person in any other capacity or individually, *provided* that nothing in this clause (iv) is intended to authorize any assignment not otherwise permitted by this Agreement;
- (v) reference to any agreement (including this Agreement), document or instrument means such agreement, document or instrument as amended, restated, supplemented, or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof, and references to any Senior Note includes any Senior Note issued in renewal, rearrangement, reinstatement, enlargement, amendment, modification, extension, substitution or replacement therefor;
- (vi) unless the context indicates otherwise, reference to any Section, Schedule or Exhibit means such Section hereof or such Schedule or Exhibit hereto;



(vii) the word "including" (and with correlative meaning "include") means including, without limiting the generality of any description preceding such term;

(viii) with respect to the determination of any period of time, the word "from" means "from and including" and the word "to" means "to but excluding"; and

(ix) reference to any law, ordinance, statute, code, rule, regulation, interpretation or judgment means such law, ordinance, statute, code, rule, regulation, interpretation or judgment as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time.

(b) The Section headings herein are for convenience only and shall not affect the construction hereof.

(c) No provision of this Agreement shall be interpreted or construed against any person solely because that person or its legal representative drafted such provision.

## SECTION 2. Representations and Warranties.

2.01. The Company represents and warrants as follows:

(a) All of the Inventory and Equipment in the United States are located at the place specified in paragraph 2(b) of Exhibit A attached hereto. The office where the Company keeps its records concerning the Receivables, and all originals of all Chattel Paper which evidence Receivables, is located at the address first specified above for the Company. None of the Receivables is evidenced by a promissory note or other Instrument.

(b) The Company owns the Collateral free and clear of any lien, security interest, charge or encumbrance except for the Security Interest and Permitted Collateral Liens. No effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office, except such as may have been filed in favor of the Agent relating to this Agreement or relating to Permitted Collateral Liens.

(c) The Company has exclusive possession and control of the Equipment and Inventory.

(d) This Agreement creates a valid and perfected first priority security interest in the Collateral (except with respect to Permitted Collateral Liens), securing the payment of the Secured Liabilities, and all filings and other actions necessary or desirable to perfect and protect such security interest have been duly taken.

(e) No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either (i) for the grant by the Company of the security interest granted hereby or for the execution, delivery or performance of this Agreement by the Company or (ii) for the perfection of or the exercise by the Agent of its rights and remedies hereunder, other than Bankruptcy Court approval and the filing of financing statements in the office of the Secretary of State of the State of Delaware.

(f) All Inventory has been manufactured and produced in compliance with the Fair Labor Standards Act, 29 U.S.C. § 215(a) (1982), as from time to time amended.

(g) The Company is "located" (as such term is defined and used in the UCC) at its chief executive office specified in the Perfection Certificate.

(h) The Company owns the Patents, Trademarks or Copyrights identified on Exhibit B hereto.

(i) The Company is the owner of the Spectrum identified on Exhibit C hereto.

### SECTION 3. The Security Interests.

(a) In order to secure the full and punctual payment of the Secured Liabilities in accordance with the terms thereof, and to secure the performance of all of the obligations of the Company hereunder, the Company hereby grants and assigns to the Agent a continuing security interest in and to all right, title and interest of the Company in all of the following property, whether now owned or existing or hereafter acquired or arising and regardless of where located (all being collectively referred to as the "*Collateral*"):

- (i) Equipment;
- (ii) Goods;
- (iii) Investment Property;
- (iv) Inventory;
- (v) Letter of Credit Rights;
- (vi) Receivables;
- (vii) Related Contracts;

(viii) all cash, cash equivalents, all bank and deposit accounts and deposits (including any demand, time, savings, passbook or similar account maintained with a bank), all rights to payment or performance under letters of credit, any claim arising in tort which arose in the Company's business, all computer programs and all supporting information provided in connection with a transaction relating to such programs, all computer programs embedded in tangible personal property and any supporting information provided in connection with such tangible personal property if (A) the program is associated with the tangible personal property in such a manner that it customarily is considered part of the tangible personal property or (B) by becoming the owner of the tangible personal property, a person acquires a right to use the program in connection with the tangible personal property; and

- (ix) Spectrum

(x) Patents, Trademarks and Copyrights.

(xi) All Proceeds of or substitutions for all or any of the Collateral described in Clauses (i), (ii), (iii), (iv), (v), (vi), (vii) and (viii) of this Section 3(a).

(b) The Security Interests are granted as security only and shall not subject the Agent to, or transfer or in any way affect or modify, any obligation or liability of the Company with respect to any of the Collateral or any transaction in connection therewith.

(c) The inclusion of Proceeds in this Agreement does not authorize the Company to sell, dispose of or otherwise use the Collateral in any manner not specifically authorized hereby or by the Purchase Agreement.

(d) The inclusion of Proceeds in this Agreement shall not prevent the Company from utilizing the proceeds of any insurance paid in respect of the Collateral to the extent such utilization is authorized pursuant to the Purchase Agreement.

#### SECTION 4. Further Assurances; Covenants.

(a) (i) The Company will maintain (A) the location of its places of business and (B) the locations where it keeps or holds any Collateral or records relating thereto at (1) the applicable locations described in the Perfection Certificate, (2) other locations within States in which all required financing statements have been filed and all other actions have been taken to perfect the Security Interests or (3) at locations within other States if, prior to such relocation, the Company shall have given the Agent not less than ten (10) days notice thereof and, if requested by the Agent, an opinion of counsel with respect thereto in accordance with Section 4(l); *provided that*, if such opinion of counsel is delivered solely with respect to the relocation of Collateral, such opinion shall be limited to the perfection of the Security Interests in the Collateral so relocated. Except as provided in the immediately preceding sentence, the Company shall not change the location of any Collateral if such change would cause the Security Interests in such Collateral to lapse or cease to be perfected.

(ii) The Company will not change its name, identity or corporate structure or the jurisdiction of its incorporation in any manner unless it shall have given the Agent not less than forty-five (45) days prior notice thereof and delivered an opinion of counsel with respect thereto in accordance with Section 4(l).

(iii) The Company will preserve its corporate existence and not, in one transaction or a series of related transactions, merge into or consolidate with any other entity.

(b) The Company 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 any filings of financing or continuation statements under the UCC) that from time to time may be necessary or desirable, or that the Agent may reasonably 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 Agent to obtain the full benefits of this Agreement, or to enable the Agent to exercise and enforce any of its rights, powers and remedies

hereunder with respect to any of the Collateral. To the extent permitted by law, the Company hereby authorizes the Agent to file financing statements or continuation statements without the Company's signature appearing thereon. The Company agrees that a carbon, photographic or other reproduction of this Agreement or of a financing statement is sufficient as a financing statement. The Company shall pay the costs of, or out-of-pocket costs incidental to, any recording or filing of any financing or continuation statements concerning the Collateral.

(c) If any Collateral is at any time located on property leased by the Company or in the possession or control of any warehouseman, bailee or any of the Company's agents or processors, the Company shall, (i) notify such landlord, warehouseman, bailee, agent or processor of the Security Interests created hereby and use best efforts to obtain lien waivers from the landlord of any such leased property and any such warehouseman or bailee; (ii) instruct any such warehouseman, bailee, agent or processor to hold all such Collateral for the Agent's account subject to the Agent's instructions; and (iii) obtain such warehouseman or bailee's acknowledgement of the Security Interest and that it is holding such Collateral for the benefit of the Agent.

(d) The Company shall keep full and accurate books and records relating to the Collateral, and stamp or otherwise mark such books and records in such manner as the Agent may request in order to reflect the Security Interests.

(e) The Company will immediately deliver and pledge to the Agent each Instrument evidencing any Collateral to the Agent, appropriately endorsed to the Agent, *provided* that so long as no Event of Default shall have occurred and be continuing, the Company may retain for collection in the ordinary course any Instruments received by it in the ordinary course of business and the Agent shall, promptly upon request of the Company, make appropriate arrangements for making any such other instrument pledged by the Company available to it for purposes of presentation, collection or renewal (any such arrangement to be effected, to the extent deemed appropriate to the Agent, against a trust receipt or other like document).

(f) The Company shall use its best efforts to cause to be collected from the obligors on the Receivables, as and when due, any and all amounts owing under or on account of the Receivables (including Receivables which are delinquent, such Receivables 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 Receivables, except that, unless an Event of Default has occurred and is continuing and the Agent is exercising its rights hereunder to collect Receivables, the Company may allow in the ordinary course of business as adjustments to amounts owing under its Receivables (i) an extension or renewal of the time or times of payment, or settlement for less than the total unpaid balance, which the Company finds appropriate in accordance with sound business judgment, (ii) a refund or credit due as a result of returned or damaged merchandise, and (iii) warranty credits covering labor with respect to merchandise, all in accordance with the Company's ordinary course of business consistent with its historical collection practices. The costs and expenses (including reasonable attorney's fees) of collection, whether incurred by the Company or the Agent, shall be borne by the Company.

(g) The Company will cooperate with the Agent in obtaining a control agreement in form and substance satisfactory to the Agent with respect to Collateral consisting of deposit accounts, Investment Property, Letter of Credit Rights and electronic Chattel Paper.

(h) Upon the occurrence and during the continuance of any Event of Default, the Agent may enforce the Company's rights against the account debtors on the Collateral and, upon the request of the Agent, the Company will promptly notify (and the Company hereby authorizes the Agent so to notify) each account debtor or other obligor on each Receivable that such Collateral has been assigned to the Agent hereunder, and that any payments due or to become due in respect of such Collateral are to be made directly to the Agent or its designee. The Agent has no duty to collect any income accruing on the Collateral or to preserve any rights related to the Collateral.

(i) Without the prior written consent of the Agent, the Company will not (i) sell, lease, exchange, assign or otherwise dispose of, or grant any option with respect to, any Collateral, except in the ordinary course of business, and in the case of any such sale or exchange, the Security Interests created hereby in such item (but not in any Proceeds arising from such sale or exchange) shall cease immediately without any further action on the part of the Agent; or (ii) create, incur or suffer to exist any lien, security interest or other encumbrance with respect to any Collateral, except for the Permitted Collateral Liens.

(j) The Company will maintain insurance on the Collateral in accordance with customary practices for persons engaged in the same business.

(k) The Company will, promptly upon request, provide to the Agent all information and evidence it may request concerning the Collateral, and in particular the Receivables, to enable the Agent to enforce the provisions of this Agreement.

(l) If requested by the Agent, prior to each date on which the Company proposes to take any action contemplated by Section 4(a)(i) or (ii), the Company shall, at its cost and expense, cause to be delivered to the Agent an opinion of counsel satisfactory in form and substance to the Agent, to the effect that all financing statements and amendments or supplements thereto, continuation statements and other documents required to be recorded or filed in order to perfect and protect the Security Interests for a period, specified in such opinion, continuing until a date not earlier than eighteen months from the date of such opinion, against all creditors of and purchasers from the Company have been filed in each filing office necessary for such purpose and that all filing fees and taxes, if any, payable in connection with such filings have been paid in full.

(m) From time to time upon request by the Agent upon and during the continuance of any Event of Default, the Company shall, at its cost and expense, cause to be delivered to the Agent an opinion of counsel satisfactory to the Agent as to such matters relating to the Collateral and the Security Interests contemplated hereby as the Agent may reasonably request.

**SECTION 5. Events of Default; Remedies upon Events of Default.**

**5.01. Events of Default, Etc.**

(a) If any Event of Default has occurred and is continuing, the Agent may exercise on its own behalf and on behalf of the other Secured Parties all rights and remedies of an Agent under the UCC (to the extent permitted by law, whether or not in effect in the jurisdiction where such rights and remedies are asserted) and, in addition, the Agent may, without being required to give any notice, except as herein provided or as may be required by mandatory provisions of law (i) notify all obligors under the Related Contracts or under the Receivables to make all payments to the Agent and apply such monies, and other cash, if any, then held by it as Collateral as specified in Section 5.03, (ii) if there shall be no such monies, or cash or if such monies or cash shall be insufficient to pay all the Secured Liabilities in full, 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 Agent may deem satisfactory to the extent allowed by law, and (iii) to the extent permitted by law, retain the Collateral in full or partial satisfaction of the Secured Liabilities. The Agent or any other Secured Party may be the purchaser of any or all of the Collateral so sold at any public sale (or, if the 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, at any private sale) and thereafter hold the same, absolutely, free from any right or claim of whatsoever kind. The Company will execute and deliver such documents and take such other action as the Agent deems necessary or advisable in order that any such sale may be made in compliance with law. Upon any such sale the 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 whatsoever kind, including any equity or right of redemption of the Company, and the Company, to the extent permitted by law, 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 required by Section 5.06 shall (A) in case of a public sale, state the time and place fixed for such sale, and (B) 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 Agent may fix in the notice of such sale, *provided* that the Agent shall give the Company (and each other person entitled to receive such note) not less than ten (10) days' prior written notice of the time and place of any such public sale or other intended disposition of any of the 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. The Agent may sell the Collateral without giving any warranties as to the Collateral, and may specifically disclaim any warranties of title or the like. This procedure will not be considered adversely to affect the commercial reasonableness of any sale of Collateral. At any such sale the Collateral may be sold in one lot as an entirety or in separate parcels, as the Agent may determine. The Agent shall not be obligated to make any such sale pursuant to any such notice. The 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, the Collateral so sold may be retained by the Agent until the selling price is paid by the purchaser thereof, but the Agent shall not incur any liability in case of the failure of such purchaser to take up and pay for

the Collateral so sold and, in case of any such failure, such Collateral may again be sold upon like notice. The Agent may comply with any applicable state or federal law requirements in connection with a sale or other disposition of Collateral and such compliance will not be considered adversely to affect the commercial reasonableness of any sale of Collateral. The 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 the Collateral, or any portion thereof, under a judgment or decree of a court or courts of competent jurisdiction.

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

5.02. Deficiency. Without limiting the obligations of the Company to pay the Secured Liabilities, if the Proceeds of sale, collection or other realization of or upon the Collateral pursuant to Section 5.01 hereof are insufficient to cover the costs and expenses of such realization and the payment in full of the Secured Liabilities, the Company shall remain liable for any deficiency.

5.03. Application of Proceeds. Except as otherwise herein expressly provided or as otherwise required by law, the Proceeds of any collection, sale or other realization of all or any part of the Collateral pursuant hereto, and any other cash at the time held by the Agent under this Section 5, shall be applied by the Agent in the following order of priorities:

*First*, to the payment of the expenses of such sale or other realization, including reasonable compensation to agents and counsel for the Agent, and all expenses, liabilities and advances incurred or made by the Agent in connection therewith, and any other unreimbursed fees and expenses for which the Agent is to be reimbursed pursuant to Section 7.03 hereof;

*Second*, to the ratable payment (based on the principal amount of the Secured Liabilities outstanding at the time of distribution) of accrued but unpaid interest on the Secured Liabilities;

*Third*, to the ratable payment (based on the principal amount of the Secured Liabilities outstanding at the time of distribution) of unpaid principal of the Secured Liabilities;

*Fourth*, to the ratable payment (based on the principal amount of the Secured Liabilities outstanding at the time of distribution) of all other Secured Liabilities, until all Secured Liabilities shall have been paid in full; and

*Finally*, to payment to the Company of its successors or assigns, or as a court of competent jurisdiction may direct, of any surplus then remaining from such proceeds.

The Agent may make distributions hereunder in cash or in kind or on a ratable basis or in any combination thereof.

5.04. Related Contracts. The Company hereby irrevocably authorizes and empowers the Agent, in the Agent's sole discretion, if an Event of Default has occurred and is continuing, to assert, either directly or on behalf of the Company any claims the Company may have, from time to time, against any other party to the Related Contracts or to otherwise exercise any right or remedy of the Company under the Related Contracts (including the right to enforce directly against any party to a Related Contract all of the Company's rights thereunder, to make all demands and give all notices and make all requests required or permitted to be made by the Company under the Related Contracts) as the Agent may deem proper.

5.05. Costs and Expenses. In the event that the Company fails to comply with the provisions of the Purchase Agreement, this Agreement or any other Financing Document to which it is a party, such that the value of any Collateral or the validity, perfection, rank or value of any Security Interest is thereby diminished or potentially diminished or put at risk, the Agent may, but shall not be required to, effect such compliance on behalf of the Company, and the Company, shall reimburse the Agent for the costs thereof on demand. All insurance expenses and all expenses of protecting, storing, warehousing, appraising, insuring, handling, maintaining, and shipping the Collateral, any and all excise, property, sales, and use taxes imposed by any state, federal, or local authority on any of the Collateral, or in respect of periodic appraisals and inspections of the Collateral to the extent the same may be requested by the Agent from time to time, or in respect of the sale or other disposition thereof, shall be borne and paid by the Company; and if the Company fails to promptly pay any portion thereof when due, the Agent may, at its option, but shall not be required to, pay the same and charge the Company's account therefor, and the Company, agrees to reimburse the Agent therefor on demand. All sums so paid or incurred by the Agent for any of the foregoing and any and all other sums for which the Company may become liable hereunder and all costs and expenses (including attorneys' fees, legal expenses and court costs) reasonably incurred by the Agent in enforcing or protecting the Security Interests or any of their rights or remedies under this Agreement, shall, together with interest thereon until paid at a rate equal to 9% per annum, be additional Secured Liabilities hereunder.

5.06. Attorney-in-Fact.

The Company hereby irrevocably appoints the Agent its true and lawful attorney, with full power of substitution, in the name of the Company, the Agent, or otherwise, for the sole use and benefit of the Secured Parties, but at the expense of the Company, to the extent permitted by law to exercise, at any time and from time to time while an Event of Default has occurred and is continuing, all or any of the following powers with respect to all or any of the Collateral:



(a) to demand, sue for, collect, receive and give acquaintance for any and all monies due or to become due thereon or by virtue thereof, including to assert and collect all claims and assert all rights of the Company with respect to all Receivables and under the Related Contracts;

(b) to settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto;

(c) to sell, transfer, assign or otherwise deal in or with the same or the proceeds or avails thereof, as fully and effectually as if the Agent were the absolute owner thereof; and

(d) to extend the time of payment of any or all thereof and to make any allowance and other adjustments with reference thereto.

## SECTION 6. The Agent.

### 6.01. Limitation on Duty of Agent in Respect of Collateral.

The powers conferred on the Agent hereunder are solely to protect the Security Interests and shall not impose any duty upon it to exercise any such powers. To the extent permitted by law, except for reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. The Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which the Agent accords its own property, it being understood that the Agent shall not be liable or responsible for any loss or damage to any of the 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 bailee selected by the Agent in good faith.

### 6.02. Concerning the Agent.

The provisions of the Agency Agreement shall inure to the benefit of the Agent in respect of this Agreement and shall be binding upon the parties to the Purchase Agreement in such respect. In furtherance and not in derogation of the rights, privileges and immunities of the Agent therein set forth:

(a) The Agent is authorized to take all such action as is provided to be taken by it as Agent hereunder and all other action reasonably incidental thereto. As to any matters not expressly provided for herein (including the timing and methods of realization upon the Collateral) the Agent shall act or refrain from acting in accordance with written instructions from the holders of a majority in aggregate principal amount of the Senior Notes, in the absence of such instructions, in accordance with its discretion.

(b) The Agent shall not be responsible for the existence, genuineness or value of any of the Collateral or for the validity, perfection, priority or enforceability of the Security Interest in any of the Collateral, whether impaired by operation of law or by reason of any action

or omission to act on its part hereunder. The 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 Company.

**6.03. Appointment of Agents and Attorneys-in-Fact.**

The Agent may employ agents and attorneys-in-fact in connection herewith and shall not be responsible for the negligence or misconduct (except for gross negligence or willful misconduct) of any such agents or attorneys-in-fact selected by it in good faith. Without limiting the foregoing, at any time or times, in order to comply with any legal requirement in any jurisdiction, the Agent may appoint another bank or trust company or one or more other persons, either to act as its agent or agents, jointly with the Agent, or to act as separate agent or agents on behalf of the Secured Parties with such power and authority as may be necessary for the effective operation of the provisions hereof and may be specified in the instrument of appointment (which may, in the discretion of the Agent, include provisions for the protection of such co-agent or separate agent similar to the provisions of Sections 5.01 and 5.02 of this Agreement, and/or any other such provisions contained in the Purchase Agreement or the Agency Agreement).

**SECTION 7. Miscellaneous.**

**7.01. No Waiver.** No failure on the part of the Agent or any Purchaser to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the Agent or any Purchaser of any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the Agent or any Purchaser of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein are cumulative and are not exclusive of any remedies provided by law.

**7.02. Notices.** All notices, requests, consents and demands hereunder shall be in writing and telecopied or delivered to the intended recipient at its address and in the manner set forth in the Purchase Agreement and shall be deemed to have been given at the times specified therein. Each such notice, request, consent and demand shall be addressed: if to the Company or any Purchaser, to its address set forth in the Purchase Agreement; and, if to the Agent, to its address set forth in the Agency Agreement.

**7.03. Expenses.** Without duplication of the obligations of the Company set forth in the Purchase Agreement, the Company agrees to reimburse each of the Purchasers and the Agent for all reasonable costs and expenses of the Purchasers and the Agent, (including the reasonable fees and expenses of legal counsel) in connection with (a) any Event of Default and any enforcement or collection proceeding resulting therefrom, including all manner of participation in or other involvement with (i) performance by the Agent of any obligations of the Company in respect of the Collateral that the Company has failed or refused to perform, (ii) bankruptcy, insolvency, receivership, foreclosure, winding up or liquidation proceedings, or any actual or attempted sale, or any exchange, enforcement, collection, compromise or settlement in respect of any of the Collateral, and for the care of the Collateral and defending or asserting rights and claims of the Agent in respect thereof, by litigation or otherwise, (iii) judicial or regulatory proceedings and (iv) workout, restructuring or other negotiations or proceedings

(whether or not the workout, restructuring or transaction contemplated thereby is consummated) and (b) the enforcement of this Section 6.03, and all such costs and expenses shall be Secured Liabilities entitled to the benefits of the collateral security provided pursuant to Section 3 hereof.

7.04. Amendments, Etc. The terms of this Agreement may be waived, altered or amended only by an instrument in writing duly executed by the Company and the Agent (with the consent of the holders of a majority in aggregate principal amount of the Senior Notes). Any such amendment or waiver shall be binding upon the Agent and each Purchaser, each holder of any of the Secured Liabilities and the Company.

7.05. Certain Documents. If any agreement, certificate or other writing, or any action taken or to be taken, is by the terms of this Agreement required to be satisfactory to the Agent or any other Secured Party, the determination of such satisfaction shall be made by the Agent or such Secured Party in its sole and exclusive judgment.

7.06. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Company, the Agent, the Purchasers and each holder of any of the Secured Liabilities (*provided, however*, that the Company shall not assign or transfer its rights hereunder without the prior written consent of the Agent). In the event of an assignment of all or any of the Secured Liabilities, 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 Company and its successors and assigns.

7.07. Marshaling of Assets. All rights to marshaling of assets of the Company, including any such right with respect to the Collateral, are hereby waived by the Company.

7.08. Termination. When all Secured Liabilities shall have been indefeasibly paid in full, this Agreement shall terminate, and the Agent shall forthwith cause to be assigned, transferred and delivered, against receipt but without any recourse, warranty or representation whatsoever, any remaining Collateral and money received in respect thereof, to or upon the order of the Company.

7.09. Severability. If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (a) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of the Agent and the Purchasers in order to carry out the intentions of the parties hereto as nearly as may be possible and (b) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

7.10. Waivers. The Company hereby expressly waives, to the extent permitted by applicable law (a) notice of the acceptance by any Secured Party of this Agreement, (b) notice of the existence or creation or non-payment of all or any of the Secured Liabilities, (c) presentment, demand, notice of dishonor, protest, intent to accelerate, acceleration and all other notices whatsoever, and (d) all diligence in collection or protection of or realization upon the Secured Liabilities or any thereof, any obligation hereunder, or any security for or guaranty of any of the foregoing.

7.11. Rescission. The Company agrees that, if at any time all or any part of any payment theretofore applied by any Secured Party to any of the Secured Liabilities is or must be rescinded or returned by such Secured Party for any reason whatsoever (including the insolvency, Bankruptcy or reorganization of the Company or any of its affiliates), such Secured Liabilities shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Agent, and the security interest granted hereunder shall continue to be effective or be reinstated, as the case may be, as to such Secured Liabilities, all as though such application by such Secured Party had not been made.

7.12. Appraisals. The Company agrees that at any time and from time to time, at the expense of the Company, the Company, at the request of the Agent, shall deliver to the Agent an appraisal of the Collateral, in form and substance satisfactory to the Agent.

7.13. Survival of Representations and Warranties. All representations and warranties contained in this Agreement or made in writing by or on behalf of the Company in connection herewith shall survive the execution and delivery of this Agreement and repayment of the Secured Liabilities. Any investigation by the Agent or any Purchaser shall not diminish in any respect whatsoever its rights to rely on such representations and warranties.

7.14. Security Interest Absolute. All rights of the Secured Parties and Security Interests hereunder, and all obligations of the Company hereunder, shall be absolute and unconditional irrespective of:

(a) any lack of validity or enforceability of the Purchase Agreement, the other Financing Documents or any other agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Liabilities, or any other amendment or waiver of or any consent to any departure from the Purchase Agreement, or the other Financing Documents;

(c) any exchange, release or non-perfection of any other collateral, or any release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Secured Liabilities; or

(d) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Company or any guarantor or other person.

7.15. Limitation by Law. All rights, remedies and powers provided in this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law which may be controlling and which may not be effectively waived by the Company and to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.

7.16. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and either of the parties hereto may execute this Agreement by signing any such counterpart.

7.17. Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.**

7.18. SUBMISSION TO JURISDICTION. (a) **ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT AND THE OTHER FINANCING DOCUMENTS EXECUTED BY THE COMPANY MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK, NEW YORK COUNTY, OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, THE COMPANY HEREBY IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS WITH RESPECT TO ANY SUCH ACTION OR PROCEEDING. EACH OF THE COMPANY AND THE SECURED PARTIES FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO IT AT ITS ADDRESS SET FORTH IN THE PURCHASE AGREEMENT, SUCH SERVICE TO BECOME EFFECTIVE THIRTY DAYS AFTER SUCH MAILING. NOTHING HEREIN SHALL AFFECT THE RIGHT OF ANY SECURED PARTY TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE COMPANY IN ANY OTHER JURISDICTION.**

(b) **THE COMPANY HEREBY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT IN THE COURTS REFERRED TO IN CLAUSE (a) ABOVE AND HEREBY FURTHER IRREVOCABLY WAIVES AND AGREES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN ANY INCONVENIENT FORUM.**

7.19. WAIVER OF JURY TRIAL. **THE COMPANY, AND BY ITS ACCEPTANCE HEREOF, THE AGENT AND EACH PURCHASER HEREBY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT,**

**INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR ARISING FROM OR RELATING TO ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.**


**7.20. FINAL AGREEMENT. THIS AGREEMENT AND THE OTHER FINANCING DOCUMENTS (INCLUDING ALL EXHIBITS AND SCHEDULES HERETO OR THERETO) CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND THEREOF.**

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

**ADVANCED RADIO TELECOM CORP.**

By: \_\_\_\_\_  
Name:  
Title:

**BANK ONE TRUST COMPANY, N.A.**

By:   
Name: Eamon Foley  
Title: Vice President

**INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR ARISING FROM OR RELATING TO ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.**

**7.20. FINAL AGREEMENT. THIS AGREEMENT AND THE OTHER FINANCING DOCUMENTS (INCLUDING ALL EXHIBITS AND SCHEDULES HERETO OR THERETO) CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND THEREOF.**

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

**ADVANCED RADIO TELECOM CORP.**

By: \_\_\_\_\_

Name: *Thomas M. Walker*

Title: *SVP, General Counsel*

**BANK ONE TRUST COMPANY, N.A.**

By: \_\_\_\_\_

Name:

Title:

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Richard Baumfield, Esq.  
Andrews & Kurth L.L.P.  
805 Third Avenue  
New York, New York 10022

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME  
Advanced Radio Telecom Corp.

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
23215 66<sup>th</sup> Avenue South Kent WA 98031 USA

1d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL I.D.#, if any  
EIN: 52-1869023 Corporation Delaware  NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL I.D.#, if any  
 NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME  
Bank One Trust Company, N.A.

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
100 East Broad Street, 8<sup>th</sup> Floor Columbus OH 43271 USA

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A attached.

5. ALTERNATIVE DESIGNATION (if applicable):  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILOR  SELLER/BUYER  AG. LIEN  NON-UCC FILING

6.  This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attached Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional)  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA



**Delaware**

**FORM UCC-1**

**NON-CONFORMING FINANCING STATEMENT**

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. The name and address of the Debtor is:

Advanced Radio Telecom Corp., a Delaware corporation  
23215 66<sup>th</sup> Avenue South  
Kent, Washington 98031

2. The name and address of the Secured Party is:

Bank One Trust Company, N.A.  
100 East Broad Street, 8<sup>th</sup> Floor  
Columbus, Ohio 43271-0181  
Attn: Eamon Fahey  
Telephone: (614) 248-5579  
Facsimile: (614) 248-5195

3. This Financing Statement covers the items or types of collateral described on **Exhibit A** attached hereto and incorporated herein for all purposes.

DEBTOR:

**Advanced Radio Telecom Corp.**

By: 

Name: Tom Walker, Esq.

Title: Chief Legal Officer

**PERFECTION CERTIFICATE**

The undersigned, the Chief Legal Officer of **ADVANCED RADIO TELECOM CORP.**, a corporation incorporated under the laws of the State of Delaware (the "*Company*"), hereby certifies with reference to the Security Agreement dated as of December 20, 2001 by the Company to Bank One Trust Company, N.A., as agent (terms defined therein being used herein as therein defined), to the Secured Parties as follows:

1. Names. (a) The exact corporate name of the Company as it appears in its certificate of incorporation as of the date hereof is as follows:

Advanced Radio Telecom Corp.,  
a corporation incorporated under  
the laws of the State of Delaware

The following is a list of all other names (including trade names or similar appellations) used by the Company or any of its divisions- or other business units at any time since:

ART  
ART Licensing Corp.  
ART Leasing, Inc.  
Big Creek Systems, Inc.  
DCT Communications, Inc.

2. Current Location. (a) The following is the only location where the Company maintains any books or records relating to any Collateral (if more than two locations, please attach additional pages including all addresses):

Street Address: 23215 66<sup>th</sup> Avenue South  
Kent, WA 98031

(b) The following are all the locations where the Company maintains any Inventory and Equipment (if more than two locations, please attach additional pages including all addresses):

Street Address: 23215 66<sup>th</sup> Avenue South  
Kent, WA 98031

3. Filings. A duly signed financing statement on Form UCC-1 in substantially the form of Schedule A-1 hereto is to be filed in the Uniform Commercial Code filing office in the offices of the Secretary of State of the State of Delaware.

EXECUTED this \_\_\_\_\_ day of November, 2001.

By: 

Name: Tom Walker, Esq.

Title: Chief Legal Officer

## EXHIBIT A

The Debtor hereby grants and assigns to the Secured Party a continuing security interest in and to all right, title and interest of the Debtor in all of the following property, whether now owned or existing or hereafter acquired or arising and regardless of where located (all being collectively referred to as the "Collateral"):

- (i) Equipment (as defined in the Uniform Commercial Code in effect from time to time in the State of New York (the "UCC"));
- (ii) all Goods (as defined in the UCC);
- (iii) all Investment Property (as defined in the UCC);
- (iv) all Inventory (as defined in the UCC);
- (v) all Letter of Credit Rights (as defined in the UCC);
- (vi) all Licenses issued by the Federal Communications Commission;
- (vii) all Accounts, Chattel Paper, Instruments, Documents, General Intangibles (as such terms are defined in the UCC) and other obligations of any kind, now or hereafter existing, whether or not arising out of or in connection with the sale or lease of goods or the rendering of services;
- (viii) all rights now or hereafter existing in and to all security agreements, guarantees, leases, and other Supporting Obligations (as defined in the UCC) securing, guaranteeing or otherwise relating to any such Accounts, Chattel Paper, Instruments, Documents, General Intangibles, Investment Property or obligations;
- (ix) all cash, cash equivalents, all bank and deposit accounts and deposits (including, without limitation, any demand, time, savings, passbook or similar account maintained with a bank), all rights to payment or performance under letters of credit, any claim arising in tort which arose in the Debtor's business, all computer programs and all supporting information provided in connection with a transaction relating to such programs, all computer programs embedded in tangible personal property and any supporting information provided in connection with such tangible personal property if (A) the program is associated with the tangible personal property in such a manner that it customarily is considered part of the tangible personal property or (B) by becoming the owner of the tangible personal property, a person acquires a right to use the program in connection with the tangible personal property; and
- (x) all Proceeds (as defined in the UCC) of or substitutions for all or any of the Collateral described in Clauses (i), (ii), (iii), (iv), (v), (vi), (vii) and (viii).

**PATENT, TRADEMARKS, AND COPYRIGHTS**

**US Trademarks**

<b>Registration Number</b>	<b>Mark</b>	<b>Registration Date</b>	<b>Filing Date</b>
74/104102	ART (Stylized)	3-4-97	05-14-96
74/561282	ART	10-22-96	8-15-94
75/063949	Digiwave	1-21-97	2-27-96
75/078984	Advanced Radio Telecom	2-17-98	3-26-96
75/091540	ART	11-11-97	4-19-96
75/092695	OZBOX	Abandoned	4-19-96
75/249645	ARTIST	Abandoned	N/A
75/872813	BroadStream.net		12-17-99
75/872814	BroadStream Communications		12-17-99
75/872815	BroadStream.com		12-17-99
75/872817	BroadStream (and Design)		12-21-99
75/872823	BroadStream (and Design)		12-17-99

**Foreign Trademarks**

<b>Registration Number</b>	<b>Mark</b>	<b>Registration Date</b>	<b>Filing Date</b>
Canada 809682	ART	9-26-97	4-12-96
Canada 809683	Digiwave		4-12-96
Canada 809684	Advanced Radio Telecom		4-12-96
Canada 813168	OZBOX		
ECU 311100	ART		
ECU 311068	Digiwave		
ECU 310920	Advanced Radio Telecom		
Norway 185-941	ART	10-16-97	
Norway 185-942	Digiwave		

**EXHIBIT C TO  
AGREEMENT**

**SPECTRUM**

<b>Licensee</b>	<b>BEA No.</b>	<b>BEA Name</b>	<b>Ch</b>	<b>Call Sign</b>
Advanced Radio Telecom Corp.	BEA003	Boston-Worcester-Lawrence- Lowell-Brockton, MA-NH-RI-VT	A	WPQV550
Advanced Radio Telecom Corp.	BEA006	Syracuse, NY-PA	A	WPQV551
Advanced Radio Telecom Corp.	BEA007	Rochester, NY-PA	A	WPQV552
Advanced Radio Telecom Corp.	BEA008	Buffalo-Niagara Falls, NY-PA	A	WPQV553
Advanced Radio Telecom Corp.	BEA010	New York-No. New Jer.- Long Island, NY-NJ-CT-PA-MA-VT	A	WPQV554
Advanced Radio Telecom Corp.	BEA011	Harrisburg-Lebanon-Carlisle, PA	A	WPQV555
Advanced Radio Telecom Corp.	BEA012	Philadelphia-Wilmington-Atl. City, PA-NJ-DE-MD	A	WPQV556
Advanced Radio Telecom Corp.	BEA013	Washington-Baltimore, DC-MD-VA	A	WPQV557
Advanced Radio Telecom Corp.	BEA031	Miami-Fort Lauderdale, FL	A	WPQV558
Advanced Radio Telecom Corp.	BEA040	Atlanta, GA-AL-NC	A	WPQV559
Advanced Radio Telecom Corp.	BEA047	Lexington, KY-TN-VA-WV	A	WPQV560
Advanced Radio Telecom Corp.	BEA048	Charleston, WV-KY-OH	A	WPQV561
Advanced Radio Telecom Corp.	BEA053	Pittsburgh, PA-WV	A	WPQV562
Advanced Radio Telecom Corp.	BEA055	Cleveland-Akron, OH-PA	A	WPQV563
Advanced Radio Telecom Corp.	BEA056	Toledo, OH	A	WPQV564
Advanced Radio Telecom Corp.	BEA057	Detroit-Ann Arbor-Flint, MI	A	WPQV565
Advanced Radio Telecom Corp.	BEA063	Milwaukee-Racine, WI	A	WPQV566
Advanced Radio Telecom Corp.	BEA064	Chicago-Gary-Kenosha, IL-IN-WI	A	WPQV567
Advanced Radio Telecom Corp.	BEA083	New Orleans, LA-MS	A	WPQV568
Advanced Radio Telecom Corp.	BEA096	St. Louis, MO-IL	A	WPQV569
Advanced Radio Telecom Corp.	BEA099	Kansas City, MO-KS	A	WPQV570
Advanced Radio Telecom Corp.	BEA102	Davenport-Moline-Rock Island, IA-IL	A	WPQV571
Advanced Radio Telecom Corp.	BEA107	Minneapolis-St. Paul, MN-WI-IA	A	WPQV572
Advanced Radio Telecom Corp.	BEA114	Aberdeen, SD	A	WPQV573
Advanced Radio Telecom Corp.	BEA115	Rapid City, SD-MT-ND-NE	A	WPQV574
Advanced Radio Telecom Corp.	BEA119	Lincoln, NE	A	WPQV575
Advanced Radio Telecom Corp.	BEA131	Houston-Galveston-Brazoria, TX	A	WPQV576
Advanced Radio Telecom Corp.	BEA141	Denver-Boulder-Greeley, CO-KS-NE	A	WPQV577
Advanced Radio Telecom Corp.	BEA143	Casper, WY-ID-UT	A	WPQV578
Advanced Radio Telecom Corp.	BEA149	Twin Falls, ID	A	WPQV579
Advanced Radio Telecom Corp.	BEA158	Phoenix-Mesa, AZ-NM	A	WPQV580
Advanced Radio Telecom Corp.	BEA160	Los Angeles-Riverside-Orange County, CA	A	WPQV581
Advanced Radio Telecom Corp.	BEA161	San Diego, CA	A	WPQV582
Advanced Radio Telecom Corp.	BEA163	San Francisco-Oakland-San Jose, CA	A	WPQV583
Advanced Radio Telecom Corp.	BEA170	Seattle-Tacoma-Bremerton, WA	A	WPQV584
Advanced Radio Telecom Corp.	BEA007	Rochester, NY-PA	B	WPQV585
Advanced Radio Telecom Corp.	BEA019	Raleigh-Durham-Chapel Hill, NC	B	WPQV586
Advanced Radio Telecom Corp.	BEA023	Charlotte-Gastonia-Rock Hill, NC-SC	B	WPQV587
Advanced Radio Telecom Corp.	BEA041	Greenville-Spartanburg-Anderson, NC-SC	B	WPQV588
Advanced Radio Telecom Corp.	BEA048	Charleston, WV-KY-OH	B	WPQV589
Advanced Radio Telecom Corp.	BEA050	Dayton-Springfield, OH	B	WPQV590
Advanced Radio Telecom Corp.	BEA051	Columbus, OH	B	WPQV591
Advanced Radio Telecom Corp.	BEA053	Pittsburgh, PA-WV	B	WPQV592
Advanced Radio Telecom Corp.	BEA055	Cleveland-Akron, OH-PA	B	WPQV593
Advanced Radio Telecom Corp.	BEA057	Detroit-Ann Arbor-Flint, MI	B	WPQV594
Advanced Radio Telecom Corp.	BEA067	Indianapolis, IN-IL	B	WPQV595
Advanced Radio Telecom Corp.	BEA071	Nashville, TN-KY	B	WPQV596
Advanced Radio Telecom Corp.	BEA073	Memphis, TN-AR-MS-KY	B	WPQV597
Advanced Radio Telecom Corp.	BEA083	New Orleans, LA-MS	B	WPQV598

Advanced Radio Telecom Corp.	BEA090	Little Rock-North Little Rock, AR	B	WPQV599
Advanced Radio Telecom Corp.	BEA096	St. Louis, MO-IL	B	WPQV600
Advanced Radio Telecom Corp.	BEA098	Columbia, MO	B	WPQV601
Advanced Radio Telecom Corp.	BEA101	Peoria-Pekin, IL	B	WPQV602
Advanced Radio Telecom Corp.	BEA102	Davenport-Moline-Rock Island, IA-IL	B	WPQV603
Advanced Radio Telecom Corp.	BEA104	Madison, WI-IA-IL	B	WPQV604
Advanced Radio Telecom Corp.	BEA111	Minot, ND	B	WPQV605
Advanced Radio Telecom Corp.	BEA130	Austin-San Marcos, TX	B	WPQV606
Advanced Radio Telecom Corp.	BEA136	Hobbs, NM-TX	B	WPQV607
Advanced Radio Telecom Corp.	BEA148	Idaho Falls, ID-WY	B	WPQV608
Advanced Radio Telecom Corp.	BEA155	Farmington, NM-CO	B	WPQV609
Advanced Radio Telecom Corp.	BEA160	Los Angeles-Riverside-Orange County, CA	B	WPQV610
Advanced Radio Telecom Corp.	BEA163	San Francisco-Oakland-San Jose, CA	B	WPQV611
Advanced Radio Telecom Corp.	BEA167	Portland-Salem, OR-WA	B	WPQV612
Advanced Radio Telecom Corp.	BEA170	Seattle-Tacoma-Bremerton, WA	B	WPQV613
Advanced Radio Telecom Corp.	BEA172	Honolulu, HI	B	WPQV614
Advanced Radio Telecom Corp.	BEA174	Puerto Rico & Virgin Isl.	B	WPQV615
Advanced Radio Telecom Corp.	BEA175	American Samoa	B	WPQV616
Advanced Radio Telecom Corp.	BEA002	Portland, ME	C	WPQV617
Advanced Radio Telecom Corp.	BEA005	Albany-Schenectady-Troy, NY	C	WPQV618
Advanced Radio Telecom Corp.	BEA006	Syracuse, NY-PA	C	WPQV619
Advanced Radio Telecom Corp.	BEA009	State College, PA	C	WPQV620
Advanced Radio Telecom Corp.	BEA023	Charlotte-Gastonia-Rock Hill, NC-SC	C	WPQV621
Advanced Radio Telecom Corp.	BEA041	Greenville-Spartanburg-Anderson, NC-SC	C	WPQV622
Advanced Radio Telecom Corp.	BEA044	Knoxville, TN	C	WPQV623
Advanced Radio Telecom Corp.	BEA045	Johnson City-Kingsport-Bristol, TN-VA	C	WPQV624
Advanced Radio Telecom Corp.	BEA047	Lexington, KY-TN-VA-WV	C	WPQV625
Advanced Radio Telecom Corp.	BEA050	Dayton-Springfield, OH	C	WPQV626
Advanced Radio Telecom Corp.	BEA051	Columbus, OH	C	WPQV627
Advanced Radio Telecom Corp.	BEA066	Fort Wayne, IN	C	WPQV628
Advanced Radio Telecom Corp.	BEA071	Nashville, TN-KY	C	WPQV629
Advanced Radio Telecom Corp.	BEA078	Birmingham, AL	C	WPQV630
Advanced Radio Telecom Corp.	BEA081	Pensacola, FL	C	WPQV631
Advanced Radio Telecom Corp.	BEA098	Columbia, MO	C	WPQV632
Advanced Radio Telecom Corp.	BEA112	Bismarck, ND-MT-SD	C	WPQV633
Advanced Radio Telecom Corp.	BEA123	Topeka, KS	C	WPQV634
Advanced Radio Telecom Corp.	BEA129	San Angelo, TX	C	WPQV635
Advanced Radio Telecom Corp.	BEA146	Missoula, MT	C	WPQV636
Advanced Radio Telecom Corp.	BEA148	Idaho Falls, ID-WY	C	WPQV637
Advanced Radio Telecom Corp.	BEA154	Flagstaff, AZ-UT	C	WPQV638
Advanced Radio Telecom Corp.	BEA163	San Francisco-Oakland-San Jose, CA	C	WPQV639
Advanced Radio Telecom Corp.	BEA169	Richland-Kennewick-Pasco, WA	C	WPQV640
Advanced Radio Telecom Corp.	BEA015	Richmond-Petersburg, VA	D	WPQV641
Advanced Radio Telecom Corp.	BEA020	Norfolk-Virginia Beach-Newport News, VA-NC	D	WPQV642
Advanced Radio Telecom Corp.	BEA030	Orlando, FL	D	WPQV643
Advanced Radio Telecom Corp.	BEA032	Fort Myers-Cape Coral, FL	D	WPQV644
Advanced Radio Telecom Corp.	BEA033	Sarasota-Bradenton, FL	D	WPQV645
Advanced Radio Telecom Corp.	BEA034	Tampa-St. Petersburg-Clearwater, FL	D	WPQV646
Advanced Radio Telecom Corp.	BEA036	Dothan, AL-FL-GA	D	WPQV647
Advanced Radio Telecom Corp.	BEA045	Johnson City-Kingsport-Bristol, TN-VA	D	WPQV648
Advanced Radio Telecom Corp.	BEA049	Cincinnati-Hamilton, OH-KY-IN	D	WPQV649
Advanced Radio Telecom Corp.	BEA062	Grand Rapids-Muskegon-Holland, MI	D	WPQV650
Advanced Radio Telecom Corp.	BEA064	Chicago-Gary-Kenosha, IL-IN-WI	D	WPQV651
Advanced Radio Telecom Corp.	BEA066	Fort Wayne, IN	D	WPQV652
Advanced Radio Telecom Corp.	BEA078	Birmingham, AL	D	WPQV653
Advanced Radio Telecom Corp.	BEA088	Shreveport-Bossier City, LA-AR	D	WPQV654
Advanced Radio Telecom Corp.	BEA090	Little Rock-North Little Rock, AR	D	WPQV655

Advanced Radio Telecom Corp.	BEA095	Jonesboro, AR-MO	D	WPQV656
Advanced Radio Telecom Corp.	BEA117	Sioux City, IA-NE-SD	D	WPQV657
Advanced Radio Telecom Corp.	BEA118	Omaha, NE-IA-MO	D	WPQV658
Advanced Radio Telecom Corp.	BEA125	Oklahoma City, OK	D	WPQV659
Advanced Radio Telecom Corp.	BEA138	Amarillo, TX-NM	D	WPQV660
Advanced Radio Telecom Corp.	BEA143	Casper, WY-ID-UT	D	WPQV661
Advanced Radio Telecom Corp.	BEA146	Missoula, MT	D	WPQV662
Advanced Radio Telecom Corp.	BEA147	Spokane, WA-ID	D	WPQV663
Advanced Radio Telecom Corp.	BEA152	Salt Lake City-Ogden, UT-ID	D	WPQV664
Advanced Radio Telecom Corp.	BEA154	Flagstaff, AZ-UT	D	WPQV665
Advanced Radio Telecom Corp.	BEA156	Albuquerque, NM-AZ	D	WPQV666
Advanced Radio Telecom Corp.	BEA171	Anchorage, AK	D	WPQV667
Advanced Radio Telecom Corp.	BEA005	Albany-Schenectady-Troy, NY	E	WPQV668
Advanced Radio Telecom Corp.	BEA007	Rochester, NY-PA	E	WPQV669
Advanced Radio Telecom Corp.	BEA019	Raleigh-Durham-Chapel Hill, NC	E	WPQV670
Advanced Radio Telecom Corp.	BEA021	Greenville, NC	E	WPQV671
Advanced Radio Telecom Corp.	BEA022	Fayetteville, NC	E	WPQV672
Advanced Radio Telecom Corp.	BEA025	Wilmington, NC-SC	E	WPQV673
Advanced Radio Telecom Corp.	BEA029	Jacksonville, FL-GA	E	WPQV674
Advanced Radio Telecom Corp.	BEA030	Orlando, FL	E	WPQV675
Advanced Radio Telecom Corp.	BEA036	Dothan, AL-FL-GA	E	WPQV676
Advanced Radio Telecom Corp.	BEA037	Albany, GA	E	WPQV677
Advanced Radio Telecom Corp.	BEA059	Green Bay, WI-MI	E	WPQV678
Advanced Radio Telecom Corp.	BEA072	Paducah, KY-IL	E	WPQV679
Advanced Radio Telecom Corp.	BEA088	Shreveport-Bossier City, LA-AR	E	WPQV680
Advanced Radio Telecom Corp.	BEA100	Des Moines, IA-IL-MO	E	WPQV681
Advanced Radio Telecom Corp.	BEA104	Madison, WI-IA-IL	E	WPQV682
Advanced Radio Telecom Corp.	BEA105	La Crosse, WI-MN	E	WPQV683
Advanced Radio Telecom Corp.	BEA120	Grand Island, NE	E	WPQV684
Advanced Radio Telecom Corp.	BEA121	North Platte, NE-CO	E	WPQV685
Advanced Radio Telecom Corp.	BEA126	Western Oklahoma, OK	E	WPQV686
Advanced Radio Telecom Corp.	BEA142	Scottsbluff, NE-WY	E	WPQV687
Advanced Radio Telecom Corp.	BEA172	Honolulu, HI	E	WPQV688
Advanced Radio Telecom Corp.	BEA006	Syracuse, NY-PA	F	WPQV689
Advanced Radio Telecom Corp.	BEA013	Washington-Baltimore, DC-MD-VA	F	WPQV690
Advanced Radio Telecom Corp.	BEA016	Staunton, VA-WV	F	WPQV691
Advanced Radio Telecom Corp.	BEA019	Raleigh-Durham-Chapel Hill, NC	F	WPQV692
Advanced Radio Telecom Corp.	BEA021	Greenville, NC	F	WPQV693
Advanced Radio Telecom Corp.	BEA025	Wilmington, NC-SC	F	WPQV694
Advanced Radio Telecom Corp.	BEA028	Savannah, GA-SC	F	WPQV695
Advanced Radio Telecom Corp.	BEA029	Jacksonville, FL-GA	F	WPQV696
Advanced Radio Telecom Corp.	BEA037	Albany, GA	F	WPQV697
Advanced Radio Telecom Corp.	BEA040	Atlanta, GA-AL-NC	F	WPQV698
Advanced Radio Telecom Corp.	BEA051	Columbus, OH	F	WPQV699
Advanced Radio Telecom Corp.	BEA052	Wheeling, WV-OH	F	WPQV700
Advanced Radio Telecom Corp.	BEA055	Cleveland-Akron, OH-PA	F	WPQV701
Advanced Radio Telecom Corp.	BEA057	Detroit-Ann Arbor-Flint, MI	F	WPQV702
Advanced Radio Telecom Corp.	BEA059	Green Bay, WI-MI	F	WPQV703
Advanced Radio Telecom Corp.	BEA062	Grand Rapids-Muskegon-Holland, MI	F	WPQV704
Advanced Radio Telecom Corp.	BEA070	Louisville, KY-IN	F	WPQV705
Advanced Radio Telecom Corp.	BEA073	Memphis, TN-AR-MS-KY	F	WPQV706
Advanced Radio Telecom Corp.	BEA084	Baton Rouge, LA-MS	F	WPQV707
Advanced Radio Telecom Corp.	BEA085	Lafayette, LA	F	WPQV708
Advanced Radio Telecom Corp.	BEA086	Lake Charles, LA	F	WPQV709
Advanced Radio Telecom Corp.	BEA095	Jonesboro, AR-MO	F	WPQV710
Advanced Radio Telecom Corp.	BEA099	Kansas City, MO-KS	F	WPQV711
Advanced Radio Telecom Corp.	BEA107	Minneapolis-St. Paul, MN-WI-IA	F	WPQV712



Advanced Radio Telecom Corp.	BEA109	Duluth-Superior, MN-WI	F	WPQV713
Advanced Radio Telecom Corp.	BEA110	Grand Forks, ND-MN	F	WPQV714
Advanced Radio Telecom Corp.	BEA120	Grand Island, NE	F	WPQV715
Advanced Radio Telecom Corp.	BEA127	Dallas-Fort Worth, TX-AR-OK	F	WPQV716
Advanced Radio Telecom Corp.	BEA130	Austin-San Marcos, TX	F	WPQV717
Advanced Radio Telecom Corp.	BEA131	Houston-Galveston-Brazoria, TX	F	WPQV718
Advanced Radio Telecom Corp.	BEA134	San Antonio, TX	F	WPQV719
Advanced Radio Telecom Corp.	BEA157	El Paso, TX-NM	F	WPQV720
Advanced Radio Telecom Corp.	BEA160	Los Angeles-Riverside-Orange County, CA	F	WPQV721
Advanced Radio Telecom Corp.	BEA162	Fresno, CA	F	WPQV722
Advanced Radio Telecom Corp.	BEA164	Sacramento-Yolo, CA	F	WPQV723
Advanced Radio Telecom Corp.	BEA166	Eugene-Springfield, OR-CA	F	WPQV724
Advanced Radio Telecom Corp.	BEA167	Portland-Salem, OR-WA	F	WPQV725
Advanced Radio Telecom Corp.	BEA016	Staunton, VA-WV	G	WPQV726
Advanced Radio Telecom Corp.	BEA017	Roanoke, VA-NC-WV	G	WPQV727
Advanced Radio Telecom Corp.	BEA019	Raleigh-Durham-Chapel Hill, NC	G	WPQV728
Advanced Radio Telecom Corp.	BEA021	Greenville, NC	G	WPQV729
Advanced Radio Telecom Corp.	BEA023	Charlotte-Gastonia-Rock Hill, NC-SC	G	WPQV730
Advanced Radio Telecom Corp.	BEA026	Charleston-North Charleston, SC	G	WPQV731
Advanced Radio Telecom Corp.	BEA029	Jacksonville, FL-GA	G	WPQV732
Advanced Radio Telecom Corp.	BEA039	Columbus, GA-AL	G	WPQV733
Advanced Radio Telecom Corp.	BEA046	Hickory-Morganton, NC-TN	G	WPQV734
Advanced Radio Telecom Corp.	BEA062	Grand Rapids-Muskegon-Holland, MI	G	WPQV735
Advanced Radio Telecom Corp.	BEA074	Huntsville, AL-TN	G	WPQV736
Advanced Radio Telecom Corp.	BEA086	Lake Charles, LA	G	WPQV737
Advanced Radio Telecom Corp.	BEA109	Duluth-Superior, MN-WI	G	WPQV738
Advanced Radio Telecom Corp.	BEA122	Wichita, KS-OK	G	WPQV739
Advanced Radio Telecom Corp.	BEA130	Austin-San Marcos, TX	G	WPQV740
Advanced Radio Telecom Corp.	BEA003	Boston-Worcester-Lawrence- Lowell-Brockton, MA-NH-RI-VT	H	WPQV741
Advanced Radio Telecom Corp.	BEA010	New York-No. New Jer.- Long Island, NY-NJ-CT-PA-MA-VT	H	WPQV742
Advanced Radio Telecom Corp.	BEA012	Philadelphia-Wilmington-Atl. City, PA-NJ-DE-MD	H	WPQV743
Advanced Radio Telecom Corp.	BEA015	Richmond-Petersburg, VA	H	WPQV744
Advanced Radio Telecom Corp.	BEA017	Roanoke, VA-NC-WV	H	WPQV745
Advanced Radio Telecom Corp.	BEA018	Greensboro-Winston-Salem-High Point, NC-VA	H	WPQV746
Advanced Radio Telecom Corp.	BEA020	Norfolk-Virginia Beach-Newport News, VA-NC	H	WPQV747
Advanced Radio Telecom Corp.	BEA031	Miami-Fort Lauderdale, FL	H	WPQV748
Advanced Radio Telecom Corp.	BEA040	Atlanta, GA-AL-NC	H	WPQV749
Advanced Radio Telecom Corp.	BEA043	Chattanooga, TN-GA	H	WPQV750
Advanced Radio Telecom Corp.	BEA049	Cincinnati-Hamilton, OH-KY-IN	H	WPQV751
Advanced Radio Telecom Corp.	BEA050	Dayton-Springfield, OH	H	WPQV752
Advanced Radio Telecom Corp.	BEA053	Pittsburgh, PA-WV	H	WPQV753
Advanced Radio Telecom Corp.	BEA055	Cleveland-Akron, OH-PA	H	WPQV754
Advanced Radio Telecom Corp.	BEA056	Toledo, OH	H	WPQV755
Advanced Radio Telecom Corp.	BEA057	Detroit-Ann Arbor-Flint, MI	H	WPQV756
Advanced Radio Telecom Corp.	BEA062	Grand Rapids-Muskegon-Holland, MI	H	WPQV757
Advanced Radio Telecom Corp.	BEA064	Chicago-Gary-Kenosha, IL-IN-WI	H	WPQV758
Advanced Radio Telecom Corp.	BEA065	Elkhart-Goshen, IN-MI	H	WPQV759
Advanced Radio Telecom Corp.	BEA068	Champaign-Urbana, IL	H	WPQV760
Advanced Radio Telecom Corp.	BEA069	Evansville-Henderson, IN-KY-IL	H	WPQV761
Advanced Radio Telecom Corp.	BEA070	Louisville, KY-IN	H	WPQV762
Advanced Radio Telecom Corp.	BEA073	Memphis, TN-AR-MS-KY	H	WPQV763
Advanced Radio Telecom Corp.	BEA077	Jackson, MS-AL-LA	H	WPQV764
Advanced Radio Telecom Corp.	BEA080	Mobile, AL	H	WPQV765
Advanced Radio Telecom Corp.	BEA083	New Orleans, LA-MS	H	WPQV766
Advanced Radio Telecom Corp.	BEA092	Fayetteville-Springdale-Rogers, AR-MO-OK	H	WPQV767
Advanced Radio Telecom Corp.	BEA096	St. Louis, MO-IL	H	WPQV768
Advanced Radio Telecom Corp.	BEA097	Springfield, IL-MO	H	WPQV769

Advanced Radio Telecom Corp.	BEA099	Kansas City, MO-KS	H	WPQV770
Advanced Radio Telecom Corp.	BEA100	Des Moines, IA-IL-MO	H	WPQV771
Advanced Radio Telecom Corp.	BEA125	Oklahoma City, OK	H	WPQV772
Advanced Radio Telecom Corp.	BEA127	Dallas-Fort Worth, TX-AR-OK	H	WPQV773
Advanced Radio Telecom Corp.	BEA130	Austin-San Marcos, TX	H	WPQV774
Advanced Radio Telecom Corp.	BEA134	San Antonio, TX	H	WPQV775
Advanced Radio Telecom Corp.	BEA139	Santa Fe, NM	H	WPQV776
Advanced Radio Telecom Corp.	BEA141	Denver-Boulder-Greeley, CO-KS-NE	H	WPQV777
Advanced Radio Telecom Corp.	BEA160	Los Angeles-Riverside-Orange County, CA	H	WPQV778
Advanced Radio Telecom Corp.	BEA163	San Francisco-Oakland-San Jose, CA	H	WPQV779
Advanced Radio Telecom Corp.	BEA001	Bangor, ME	I	WPQV780
Advanced Radio Telecom Corp.	BEA007	Rochester, NY-PA	I	WPQV781
Advanced Radio Telecom Corp.	BEA018	Greensboro-Winston-Salem-High Point, NC-VA	I	WPQV782
Advanced Radio Telecom Corp.	BEA030	Orlando, FL	I	WPQV783
Advanced Radio Telecom Corp.	BEA047	Lexington, KY-TN-VA-WV	I	WPQV784
Advanced Radio Telecom Corp.	BEA065	Elkhart-Goshen, IN-MI	I	WPQV785
Advanced Radio Telecom Corp.	BEA069	Evansville-Henderson, IN-KY-IL	I	WPQV786
Advanced Radio Telecom Corp.	BEA071	Nashville, TN-KY	I	WPQV787
Advanced Radio Telecom Corp.	BEA075	Tupelo, MS-AL-TN	I	WPQV788
Advanced Radio Telecom Corp.	BEA076	Greenville, MS	I	WPQV789
Advanced Radio Telecom Corp.	BEA084	Baton Rouge, LA-MS	I	WPQV790
Advanced Radio Telecom Corp.	BEA087	Beaumont-Port Arthur, TX	I	WPQV791
Advanced Radio Telecom Corp.	BEA108	Wausau, WI	I	WPQV792
Advanced Radio Telecom Corp.	BEA125	Oklahoma City, OK	I	WPQV793
Advanced Radio Telecom Corp.	BEA135	Odessa-Midland, TX	I	WPQV794
Advanced Radio Telecom Corp.	BEA139	Santa Fe, NM	I	WPQV795
Advanced Radio Telecom Corp.	BEA144	Billings, MT-WY	I	WPQV796
Advanced Radio Telecom Corp.	BEA152	Salt Lake City-Ogden, UT-ID	I	WPQV797
Advanced Radio Telecom Corp.	BEA157	El Paso, TX-NM	I	WPQV798
Advanced Radio Telecom Corp.	BEA164	Sacramento-Yolo, CA	I	WPQV799
Advanced Radio Telecom Corp.	BEA171	Anchorage, AK	I	WPQV800
Advanced Radio Telecom Corp.	BEA172	Honolulu, HI	I	WPQV801
Advanced Radio Telecom Corp.	BEA001	Bangor, ME	J	WPQV802
Advanced Radio Telecom Corp.	BEA005	Albany-Schenectady-Troy, NY	J	WPQV803
Advanced Radio Telecom Corp.	BEA008	Buffalo-Niagara Falls, NY-PA	J	WPQV804
Advanced Radio Telecom Corp.	BEA011	Harrisburg-Lebanon-Carlisle, PA	J	WPQV805
Advanced Radio Telecom Corp.	BEA014	Salisbury, MD-DE-VA	J	WPQV806
Advanced Radio Telecom Corp.	BEA015	Richmond-Petersburg, VA	J	WPQV807
Advanced Radio Telecom Corp.	BEA019	Raleigh-Durham-Chapel Hill, NC	J	WPQV808
Advanced Radio Telecom Corp.	BEA029	Jacksonville, FL-GA	J	WPQV809
Advanced Radio Telecom Corp.	BEA049	Cincinnati-Hamilton, OH-KY-IN	J	WPQV810
Advanced Radio Telecom Corp.	BEA053	Pittsburgh, PA-WV	J	WPQV811
Advanced Radio Telecom Corp.	BEA058	Northern Michigan, MI	J	WPQV812
Advanced Radio Telecom Corp.	BEA063	Milwaukee-Racine, WI	J	WPQV813
Advanced Radio Telecom Corp.	BEA067	Indianapolis, IN-IL	J	WPQV814
Advanced Radio Telecom Corp.	BEA075	Tupelo, MS-AL-TN	J	WPQV815
Advanced Radio Telecom Corp.	BEA076	Greenville, MS	J	WPQV816
Advanced Radio Telecom Corp.	BEA077	Jackson, MS-AL-LA	J	WPQV817
Advanced Radio Telecom Corp.	BEA082	Bitoxi-Gulfport-Pascagoula, MS	J	WPQV818
Advanced Radio Telecom Corp.	BEA099	Kansas City, MO-KS	J	WPQV819
Advanced Radio Telecom Corp.	BEA106	Rochester, MN-IA-WI	J	WPQV820
Advanced Radio Telecom Corp.	BEA108	Wausau, WI	J	WPQV821
Advanced Radio Telecom Corp.	BEA125	Oklahoma City, OK	J	WPQV822
Advanced Radio Telecom Corp.	BEA130	Austin-San Marcos, TX	J	WPQV823
Advanced Radio Telecom Corp.	BEA135	Odessa-Midland, TX	J	WPQV824
Advanced Radio Telecom Corp.	BEA141	Denver-Boulder-Greeley, CO-KS-NE	J	WPQV825
Advanced Radio Telecom Corp.	BEA144	Billings, MT-WY	J	WPQV826

Advanced Radio Telecom Corp.	BEA167	Portland-Salem, OR-WA	J	WPQV827
Advanced Radio Telecom Corp.	BEA171	Anchorage, AK	J	WPQV828
Advanced Radio Telecom Corp.	BEA004	Burlington, VT-NY	K	WPQV829
Advanced Radio Telecom Corp.	BEA015	Richmond-Petersburg, VA	K	WPQV830
Advanced Radio Telecom Corp.	BEA020	Norfolk-Virginia Beach-Newport News, VA-NC	K	WPQV831
Advanced Radio Telecom Corp.	BEA132	Corpus Christi, TX	K	WPQV832
Advanced Radio Telecom Corp.	BEA134	San Antonio, TX	K	WPQV833
Advanced Radio Telecom Corp.	BEA152	Salt Lake City-Ogden, UT-ID	K	WPQV834
Advanced Radio Telecom Corp.	BEA153	Las Vegas, NV-AZ-UT	K	WPQV835
Advanced Radio Telecom Corp.	BEA159	Tucson, AZ	K	WPQV836
Advanced Radio Telecom Corp.	BEA173	Guam & Northern Mariana Isl.	K	WPQV837
Advanced Radio Telecom Corp.	BEA004	Burlington, VT-NY	L	WPQV838
Advanced Radio Telecom Corp.	BEA010	New York-No. New Jer.- Long Island, NY-NJ-CT-PA-MA-VT	L	WPQV839
Advanced Radio Telecom Corp.	BEA012	Philadelphia-Wilmington-All. City, PA-NJ-DE-MD	L	WPQV840
Advanced Radio Telecom Corp.	BEA024	Columbia, SC	L	WPQV841
Advanced Radio Telecom Corp.	BEA030	Orlando, FL	L	WPQV842
Advanced Radio Telecom Corp.	BEA031	Miami-Fort Lauderdale, FL	L	WPQV843
Advanced Radio Telecom Corp.	BEA034	Tampa-St. Petersburg-Clearwater, FL	L	WPQV844
Advanced Radio Telecom Corp.	BEA035	Tallahassee, FL-GA	L	WPQV845
Advanced Radio Telecom Corp.	BEA041	Greenville-Spartanburg-Anderson, NC-SC	L	WPQV846
Advanced Radio Telecom Corp.	BEA042	Asheville, NC	L	WPQV847
Advanced Radio Telecom Corp.	BEA044	Knoxville, TN	L	WPQV848
Advanced Radio Telecom Corp.	BEA048	Charleston, WV-KY-OH	L	WPQV849
Advanced Radio Telecom Corp.	BEA057	Detroit-Ann Arbor-Flint, MI	L	WPQV850
Advanced Radio Telecom Corp.	BEA063	Milwaukee-Racine, WI	L	WPQV851
Advanced Radio Telecom Corp.	BEA077	Jackson, MS-AL-LA	L	WPQV852
Advanced Radio Telecom Corp.	BEA078	Birmingham, AL	L	WPQV853
Advanced Radio Telecom Corp.	BEA083	New Orleans, LA-MS	L	WPQV854
Advanced Radio Telecom Corp.	BEA094	Springfield, MO	L	WPQV855
Advanced Radio Telecom Corp.	BEA100	Des Moines, IA-IL-MO	L	WPQV856
Advanced Radio Telecom Corp.	BEA116	Sioux Falls, SD-IA-MN-NE	L	WPQV857
Advanced Radio Telecom Corp.	BEA124	Tulsa, OK-KS	L	WPQV858
Advanced Radio Telecom Corp.	BEA125	Oklahoma City, OK	L	WPQV859
Advanced Radio Telecom Corp.	BEA127	Dallas-Fort Worth, TX-AR-OK	L	WPQV860
Advanced Radio Telecom Corp.	BEA131	Houston-Galveston-Brazoria, TX	L	WPQV861
Advanced Radio Telecom Corp.	BEA132	Corpus Christi, TX	L	WPQV862
Advanced Radio Telecom Corp.	BEA133	McAllen-Edinburg-Mission, TX	L	WPQV863
Advanced Radio Telecom Corp.	BEA138	Amarillo, TX-NM	L	WPQV864
Advanced Radio Telecom Corp.	BEA145	Great Falls, MT	L	WPQV865
Advanced Radio Telecom Corp.	BEA151	Reno, NV-CA	L	WPQV866
Advanced Radio Telecom Corp.	BEA153	Las Vegas, NV-AZ-UT	L	WPQV867
Advanced Radio Telecom Corp.	BEA158	Phoenix-Mesa, AZ-NM	L	WPQV868
Advanced Radio Telecom Corp.	BEA161	San Diego, CA	L	WPQV869
Advanced Radio Telecom Corp.	BEA165	Redding, CA-OR	L	WPQV870
Advanced Radio Telecom Corp.	BEA167	Portland-Salem, OR-WA	L	WPQV871
Advanced Radio Telecom Corp.	BEA170	Seattle-Tacoma-Bremerton, WA	L	WPQV872
Advanced Radio Telecom Corp.	BEA173	Guam & Northern Mariana Isl.	L	WPQV873
Advanced Radio Telecom Corp.	BEA005	Albany-Schenectady-Troy, NY	M	WPQV874
Advanced Radio Telecom Corp.	BEA014	Salisbury, MD-DE-VA	M	WPQV875
Advanced Radio Telecom Corp.	BEA019	Raleigh-Durham-Chapel Hill, NC	M	WPQV876
Advanced Radio Telecom Corp.	BEA023	Charlotte-Gastonia-Rock Hill, NC-SC	M	WPQV877
Advanced Radio Telecom Corp.	BEA054	Erie, PA	M	WPQV878
Advanced Radio Telecom Corp.	BEA067	Indianapolis, IN-IL	M	WPQV879
Advanced Radio Telecom Corp.	BEA071	Nashville, TN-KY	M	WPQV880
Advanced Radio Telecom Corp.	BEA083	New Orleans, LA-MS	M	WPQV881
Advanced Radio Telecom Corp.	BEA116	Sioux Falls, SD-IA-MN-NE	M	WPQV882
Advanced Radio Telecom Corp.	BEA118	Omaha, NE-IA-MO	M	WPQV883

Advanced Radio Telecom Corp.	BEA172	Honolulu, HI	M	WPQV884
Advanced Radio Telecom Corp.	BEA003	Boston-Worcester-Lawrence- Lowell-Brockton, MA-NH-RI-VT	N	WPQV885
Advanced Radio Telecom Corp.	BEA005	Albany-Schenectady-Troy, NY	N	WPQV886
Advanced Radio Telecom Corp.	BEA006	Syracuse, NY-PA	N	WPQV887
Advanced Radio Telecom Corp.	BEA007	Rochester, NY-PA	N	WPQV888
Advanced Radio Telecom Corp.	BEA008	Buffalo-Niagara Falls, NY-PA	N	WPQV889
Advanced Radio Telecom Corp.	BEA010	New York-No. New Jer.- Long Island, NY-NJ-CT-PA-MA-VT	N	WPQV890
Advanced Radio Telecom Corp.	BEA011	Harrisburg-Lebanon-Carlisle, PA	N	WPQV891
Advanced Radio Telecom Corp.	BEA012	Philadelphia-Wilmington-Atl. City, PA-NJ-DE-MD	N	WPQV892
Advanced Radio Telecom Corp.	BEA013	Washington-Baltimore, DC-MD-VA	N	WPQV893
Advanced Radio Telecom Corp.	BEA018	Greensboro-Winston-Salem-High Point, NC-VA	N	WPQV894
Advanced Radio Telecom Corp.	BEA051	Columbus, OH	N	WPQV895
Advanced Radio Telecom Corp.	BEA053	Pittsburgh, PA-WV	N	WPQV896
Advanced Radio Telecom Corp.	BEA054	Erie, PA	N	WPQV897
Advanced Radio Telecom Corp.	BEA067	Indianapolis, IN-IL	N	WPQV898
Advanced Radio Telecom Corp.	BEA068	Champaign-Urbana, IL	N	WPQV899
Advanced Radio Telecom Corp.	BEA097	Springfield, IL-MO	N	WPQV900
Advanced Radio Telecom Corp.	BEA134	San Antonio, TX	N	WPQV901

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