

06-19-2003



102466647

To the Honorable Commissioner of Pat

1 documents or copy thereof.

10-18-02

1. Name of conveying party(ies):

Lightship Telecom, LLC

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other limited liability company

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 2-8-02

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal Vendor Financial Services Address:

Street Address: 10 Riverview Drive

City: Danbury State: CT Zip: 08610

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State New York Other

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

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

A. Trademark Application No.(s) 75/671,167 75/476038

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Kerri D. Ward

Internal Address: Drinker Biddle & Shanley LLP

Street Address: 105 College Road East

Suite 300, P.O. Box 627

City: Princeton State: NJ Zip: 08542

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41): \$ 65.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

20-0052 Charge 165

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

DO NOT USE THIS SPACE

9. Statement and signature.

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

Kerri D. Ward

[Handwritten Signature]

10/16/02

Name of Person Signing

Signature

Date

Christine E. Wilson

Total number of pages including cover sheet, attachments, and document: 4

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

06/19/2003 6TON11 00000025 200052 75671167

01 FC:8521 40.00 DA 02 FC:8522 25.00 DA

TRADEMARK SECURITY AGREEMENT


FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Lightship Telecom, LLC, a Delaware limited liability company (the "Grantor"), hereby assigns and grants to General Electric Capital Corporation (the "Grantee"), as Agent, for itself and the lenders party to that certain Loan and Security Agreement, dated as of September 26, 2000, restated as of February 8, 2002, by and among Grantor, Lightship Holding, Inc. and Grantee (as amended, restated, modified or supplemented from time to time, the "Loan and Security Agreement"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.


THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Loan and Security Agreement. Upon payment, performance in full of all Obligations (as defined in the Loan and Security Agreement) Termination of the Loan and Security Agreement and all of the Grantee's obligations and duties thereunder and receipt of a written request from Grantor, the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

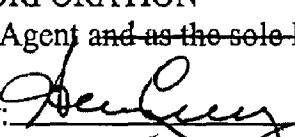
This Grant has been granted in conjunction with the security interest granted to the Grantee under the Loan and Security Agreement. The rights and remedies of the Grantee with respect to this security interest as well as any other security interest granted herein are as set forth in the Loan and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 8th day of
February, 2002.

LIGHTSHIP TELECOM, LLC,
Grantor

By: 
Name: David C. Jorgensen
Title: EVP, CFO and Treasurer

GENERAL ELECTRIC CAPITAL
CORPORATION
as Agent and ~~as the sole Lender~~ 

By: 
Name: Henry Cruz
Title: VP - TFS

SCHEDULE A

U.S. Trademark/Service Mark Application Serial No. 75/671,167; filed 03/29/99 for Lightship & Design.

U.S. Trademark/Service Mark Application Serial No. 75/476038; filed 4/29/98 for Lightship Telecom.

PR0736533

RECORDED: 10/18/2002

**TRADEMARK
REEL: 002670 FRAME: 0731**