

08-26-2003

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



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

102534543

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

1. Name of conveying party(ies): INTERA COMMUNICATIONS CORPORATION
Individual(s) Association General Partnership Limited Partnership
[X] Corporation-State [X] Other CALIFORNIA
Additional name(s) of conveying party(ies) attached? Yes No

8.19.03

2. Name and address of receiving party(ies)
Name: PATRIARCH AGENCY SERVICES, LLC
Internal Address: SUITE 700
Street Address: 112 SOUTH TRYON STREET
City: CHARLOTTE State: NC 28280
Individual(s) citizenship Association General Partnership Limited Partnership
[X] Corporation-State NORTH CAROLINA Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Additional name(s) & address(es) attached? Yes No

TRADEMARK FEE PROCESS RECEIVED AUG 19 3:34

3. Nature of conveyance:
Assignment Merger
[X] Security Agreement Change of Name
Other
Execution Date: 11/22/02

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 1,687,306
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: TONYA CHAPPLE
Internal Address: C/O CSC
Street Address: 80 STATE STREET
City: ALBANY State: NY Zip: 12207

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41): \$ 40.00
[X] Enclosed
Authorized to be charged to deposit account

8. Deposit account number:
(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.
TONYA CHAPPLE Name of Person Signing
Signature Date 8/15/03

Handwritten signature of Tonya Chapple

Total number of pages including cover sheet, attachments, and document: 7

08/25/2003 EDDOPER 00000238 1687306 01 FC:6521 40.00 DP

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

TRADEMARK REEL: 002810 FRAME: 0139

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement") is dated as of October 22, 2002 and made by INTERA COMMUNICATIONS CORPORATION ("Grantor") in favor of PATRIARCH PARTNERS AGENCY SERVICES, LLC ("Patriarch"), as secured party ("Secured Party") on behalf of itself and as agent for the lenders from time to time party to the Amended Credit Agreement (the "Lenders").

WHEREAS, Grantor has entered into an Amended and Restated Subsidiary Security Agreement dated as of October 22, 2002 (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), with certain other affiliates of Grantor, Patriarch, as Secured Party, Antares Capital Corporation and BNP Paribas. Capitalized terms used herein and not otherwise defined are used herein as defined in the Security Agreement;

WHEREAS, pursuant to the Security Agreement, Grantor has granted a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under all Collateral, including certain intellectual property of Grantor, to Secured Party for the ratable benefit of Secured Party and the Lenders; and

WHEREAS, Grantor has agreed as a condition to the Security Agreement to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

SECTION 1. Grant of Security Interest. Grantor hereby grants to Secured Party for the ratable benefit of Secured Party and the Lenders a first continuing lien on and first security interest in all of Grantor's right, title and interest in, to and under the following, whether now owned by Grantor or hereafter acquired and whether now existing or hereafter coming into existence and wherever located (the "Collateral"):

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the United States trademark registrations, applications and licenses set forth on Exhibit A hereto, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing (the "Trademarks");

(ii) any and all causes of action for past, present and future infringement or breach of the Trademarks, with the right, but not the obligation

to sue for and collect, or otherwise recover, damages for such infringement or breach; and

(iii) any and all Proceeds of the foregoing.

SECTION 2. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 3. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Conflict Provision. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The security interest granted hereby has been granted in conjunction with the security interest and continuing lien granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party with respect to the security interest and continuing lien granted herein are without prejudice to, and are in addition to those rights and remedies set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 5. Modification of Trademark Security Agreement. Neither this Trademark Security Agreement, nor any provision hereof, may be amended, modified, waived or terminated, except by an instrument in writing duly executed by Grantor and Secured Party. Notwithstanding the foregoing, Grantor authorizes Secured Party, upon notice to Grantor, without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Exhibit A hereto in order to add any right, title, or interest in any Collateral owned or subsequently acquired by Grantor. Secured Party additionally agrees to execute any additional agreement or amendment hereto, as may be required by Secured Party from time to time, to subject any such owned or subsequently-acquired right, title, or interest in any Collateral to the security interest and continuing liens and perfection created or contemplated hereby, or by the Security Agreement.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS AND DECISIONS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**INTERA COMMUNICATIONS
CORPORATION, a Delaware corporation**

By: M. Sean Venezia
Name: M. Sean Venezia
Title: Chief Financial Officer

STATE OF CALIFORNIA)
)
COUNTY OF ALAMEDA)

I, a notary public in and for the county and state aforesaid, do hereby certify that M. SEAN VENELIA, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the CEO, of Intra Communications Corporation, a Delaware corporation, appeared before me in person and acknowledged that (s)he signed the within instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to its bylaws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand as notarial seal this 3 day of October , 2002.

P. T. Meyer
Notary Public



My Commission Expires:
08-04-04

EXHIBIT A
TO TRADEMARK
SECURITY AGREEMENT

TRADEMARKS

Mark	Jurisdiction	Reg. No.	Reg. Date	Class
INTERA and Design	United States	1,687,306	May 12, 1992	35

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