

# UNOFFICIAL COPY

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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2002-03-21 16:56:10  
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A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Return To:  
Lexis Nexis Document Soli  
135 S. LaSalle St.  
Ste. 2260  
Chicago, IL 60603

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### 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  
**RCN TELECOM SERVICES OF ILLINOIS, INC.**

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

1c. MAILING ADDRESS  
**105 CARNEGIE CENTER** CITY **PRINCETON** STATE **NJ** POSTAL CODE **08540** COUNTRY **USA**

1d. TAX ID #: SSN OR EIN **36-4076758** ADDL INFO RE ORGANIZATION DEBTOR TYPE OF ORGANIZATION **CORPORATION** 1e. JURISDICTION OF ORGANIZATION **ILLINOIS** 1f. ORGANIZATIONAL ID #: If any **IL5704-754-2**  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 ADDL INFO RE ORGANIZATION DEBTOR TYPE OF ORGANIZATION 2e. JURISDICTION OF ORGANIZATION 2f. ORGANIZATIONAL ID #: 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  
**JPMORGAN CHASE BANK, AS COLLATERAL AGENT**

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**P.O. BOX 2558** **HOUSTON** **TX** **77252-2558** **USA**

4. This FINANCING STATEMENT covers the following collateral:

**SEE ANNEX 1 ATTACHED HERETO, WHICH IS MADE A PART HEREOF.**

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

8. OPTIONAL FILER REFERENCE DATA

**COOK COUNTY, IL**

*809*

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## UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME <b>RCN TELECOM SERVICES OF ILLINOIS, INC.</b>			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

20322756

10. MISCELLANEOUS:

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any	

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers  timber to be cut or  as-extracted collateral, or is filed as a  fixture filing.

14. Description of real estate:

SEE EXHIBIT A ATTACHED HERETO, WHICH IS MADE A PART HEREOF, FOR A DESCRIPTION OF THE REAL PROPERTY TO WHICH THE COLLATERAL IS RELATED.

18. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a  Trust or  Trustee acting with respect to property held in trust or  Decedent's Estate

16. Check only if applicable and check only one box.

Debtor is a TRANSMITTING UTILITY  
 Filed in connection with a Manufactured-Home Transaction — effective 30 years.  
 Filed in connection with a Public-Finance Transaction — effective 30 years.

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 07/29/98)

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This Annex 1  
consists of 5 pages

20322756

## ANNEX 1 OF UCC-1 FINANCING STATEMENT

The financing statement to which this Annex 1 is attached covers all of the following (collectively, the "Collateral"): all Accounts Receivable, Documents, Equipment, General Intangibles, Inventory, Proceeds and products of any and all of the foregoing.

As used herein, the following terms have the following meanings and shall include in the singular number, the plural and in the plural the singular:

"Account Debtor" shall mean any person who is or who may become obligated to any Grantor under, with respect to or on account of an Account.

"Accounts" shall mean any and all right, title and interest of any Grantor to payment for goods and services sold or leased, including any such right evidenced by chattel paper, whether due or to become due, whether or not it has been earned by performance, and whether now or hereafter acquired or arising in the future, including accounts receivable from Affiliates of the Grantors.

"Accounts Receivable" shall mean all Accounts and all right, title and interest in any returned goods, together with all rights, titles, securities and guarantees with respect thereto, including any rights to stoppage in transit, reprieve, reclamation and resale, and all related security interests, liens and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired.

"Control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities, by contract or otherwise, and "Controlling" and "Controlled" shall have meanings correlative thereto.

"Copyright License" shall mean any written agreement, now or hereinafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Grantor or that such Grantor otherwise has the right to license, or granting any right to such Grantor under any Copyright now or hereafter owned by any third

party, and all rights of such Grantor under any such agreement.

20322756

"Copyrights" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office.

"Documents" shall mean all instruments, files, records, ledger sheets and documents covering or relating to any of the Collateral.

"Equipment" shall mean all equipment, furniture and furnishings, and all tangible personal property similar to any of the foregoing including tools, parts and supplies of every kind and description, and all improvements, accessions or appurtenances thereto, that are now or hereafter owned by any Grantor other than Excluded Collateral. The term Equipment shall include Fixtures.

"Excluded Collateral" shall mean (a) motor vehicles covered by certificates of title, (b) cable television and open video franchises, licenses and permits, (c) cash and cash equivalents, Permitted Investments, bank accounts and securities therein, (d) Equipment leased by a Grantor under a lease that prohibits the granting of any other Lien on such Equipment, (e) Equipment or Inventory subject to a purchase money Lien that prohibits the granting of any other Lien on such Equipment or Inventory and (f) Equity Interests in JuniorNet, Megacable, Homelink and Intertainer.

"FCC" shall mean the Federal Communications Commission and any federal agency succeeding to its jurisdiction.

"Fixtures" shall mean all items of Equipment, whether now owned or hereafter acquired, of any Grantor that become so related to particular real estate that an interest in them arises under any real estate law applicable thereto.

"General Intangibles" shall mean all choses in action and causes of action and all other assignable intangible personal property of any Grantor of every kind and nature (other than Accounts Receivable) now owned or

20322756

hereafter acquired by any Grantor, including (i) all indebtedness for borrowed money owed to the Company, any Subsidiary or Affiliate by the Company or any Subsidiary not evidenced by a promissory note, bond, debenture or similar instrument, (ii) all uncertificated Equity Interests of any Joint Venture Subsidiary, partnership interests and membership interests in a limited liability company in which the investment of any Grantor in such entity exceeds \$2,500,000, and (iii) corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, Hedging Agreements and other agreements), Intellectual Property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to any Grantor to secure payment by an Account Debtor of any of the Accounts Receivable; provided that the term General Intangibles shall not include any Excluded Collateral.

"Intellectual Property" shall mean all intellectual and similar property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

"Inventory" shall mean all goods of any Grantor, whether now owned or hereafter acquired, held for sale or lease, or furnished or to be furnished by any Grantor under contracts of service, or consumed in any Grantor's business, including raw materials, intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, and all such goods that have been returned to or repossessed by or on behalf of any Grantor.

"License" shall mean any Patent License, Trademark License, Copyright License or other license or sublicense (other than Excluded Collateral) to which any Grantor is a party, including but not limited to, those licenses that are material to the business of the Company and its Restricted Subsidiaries taken as a whole (other than those license agreements in existence on the date hereof and those license agreements entered into after the date hereof, which by

their terms prohibit assignment or a grant of a security interest by such Grantor as licensee thereunder).

"Patent License" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

"Patents" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein including the right to make, use and/or sell the inventions disclosed or claimed therein.

"Proceeds" shall mean any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property that constitutes Collateral, and shall include (a) all cash and negotiable instruments received by or held on behalf of the Collateral Agent, (b) any claim of any Grantor against any third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (i) past, present or future infringement of any Patent now or hereafter owned by any Grantor, or licensed under a Patent License, (ii) past, present or future infringement or dilution of any Trademark now or hereafter owned by any Grantor or licensed under a Trademark License or injury to the goodwill associated with or symbolized by any Trademark now or hereafter owned by any Grantor, (iii) past, present or future breach of any License and (iv) past, present or future infringement of any Copyright now or hereafter owned by any Grantor or licensed under a Copyright License and (c) any and all other amounts

20322756

from time to time paid or payable under or in connection with any of the Collateral.

"Trademark License" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

"Trademarks" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

"Uniform Commercial Code" shall mean the Uniform Commercial Code as from time to time in effect in any State of the United States or the District of Columbia.

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ADDRESS: 350 N. ORLEANS STREET, CHI-  
CAGO, IL

PIN: 1709-400-033-0000; 1709-400-016-0000;  
1709-400-013-0000; 1709-400-015-0000

**EXHIBIT A**

Legal Description

**20322756**

Lots 1 through 15, both inclusive, and Lot 17 in Wolf Point, being a Resubdivision of Lots and parts of Lots, in Blocks 6, 7, 14, and 15, in the original Town of Chicago, together with parts of vacated alleys and streets and adjoining lands, all in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office