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101456392

To the Honorable Commissioner of Patents and Trademarks, 1000 ... original documents or copy thereof.

1. Name of conveying party(ies):

ConnectSouth Communications, Inc. *MS 8-22-00*

- Individual(s)
 - General Partnership
 - Corporation-State
 - Other _____
- Association
 - Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: June 13, 2000

2. Name and address of receiving party(ies)

Name: Morgan Stanley & Co. Incorporated,
as Collateral Agent

Internal Address: _____

Street Address: 1585 Broadway, 10th Floor

City: New York State: NY ZIP: 10036

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- 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 patent number(s):

A. Trademark Application No.(s)

76/030,336
76/030,331
75/868,472
75/867,775
76/030,335

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: J. Lee

Internal Address: Access Information Services Inc.

Street Address: 1773 Western Avenue

City: Albany State: NY ZIP: 12203

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

09/13/2000 BNGUYEN 00000298 76030336

01 FC:481 40.00 OP
02 FC:482 100.00 OP

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.

JACKIE LEE
Name of Person Signing

Jackie Lee
Signature

8-4-00
Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments, TRADEMARK
Washington D.C. 20231

REEL: 002135 FRAME: 0308

TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, ConnectSouth Communications, Inc., a Delaware corporation, (herein referred to as the "**Lien Grantor**") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, ConnectSouth Communications, Inc., Holdings, the Lenders, Morgan Stanley & Co. Incorporated, as Collateral Agent, and Morgan Stanley Senior Funding, Inc., as Administrative Agent, are parties to a Credit Agreement dated as of June 13, 2000 (as amended from time to time, the "**Credit Agreement**"); and

WHEREAS, pursuant to (i) a Guarantee and Security Agreement dated as of June 13, 2000 (as amended and/or supplemented from time to time, the "**Security Agreement**") among ConnectSouth Communications, Inc., the Guarantors party thereto and Morgan Stanley & Co. Incorporated, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), and (ii) certain other collateral documents (including this Trademark Security Agreement), the Lien Grantor has granted and/or is granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Trademark Collateral (as defined below), to secure the Lien Grantor's Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor grants to the Grantee, to secure the Lien Grantor's Secured Obligations (as defined in the Security Agreement), a continuing security interest in all of the Lien Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Lien Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Lien Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing;

provided that the following property is excluded from the foregoing security interests: any general intangibles or other rights arising under any Trademark Licenses if (and only to the extent that) the grant of a security interest therein would be rendered invalid or unenforceable as a result of a violation of a valid and enforceable restriction in favor of a third party, unless and until any required consent shall have been obtained.

The Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

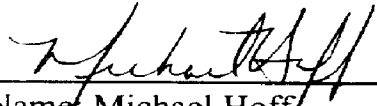
Except to the extent expressly permitted in the Security Agreement or the Credit Agreement, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security

Agreement. The Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 13th day of June, 2000.

CONNECTSOUTH COMMUNICATIONS,
INC.

By: 
Name: Michael Hoff
Title: Vice President

Acknowledged:

MORGAN STANLEY & CO. INCORPORATED
as Collateral Agent

By: _____
Name:
Title:

06/12/2000 20:08 FAX 212 450 6855

DPW 19-12

0006

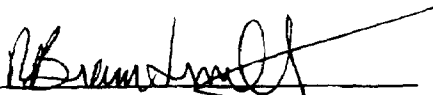
IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 13th day of June, 2000.

CONNECTSOUTH COMMUNICATIONS, INC.

By: _____
Name:
Title:

Acknowledged:

MORGAN STANLEY & CO. INCORPORATED
as Collateral Agent

By: 
Name: R. Bran Smith
Title: Managing Director

(NY) 14041/006/SA/trade.sa.wpd

**Schedule 1
to Trademark
Security Agreement**

CONNECTSOUTH COMMUNICATIONS, INC.

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE
None		

U.S. TRADEMARK APPLICATIONS

TRADEMARK	APPLICATION NO.	APPLICATION DATE
Boomerang Design	76/030,336	April 19, 2000
ConnectSouth	76/030,331	April 19, 2000
E-Enabling Your Business	75/868,472	December 10, 1999
Vostranet	75/867,775	December 10, 1999
CS Metro	76/030,335	April 19, 2000

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TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties Licensor/Licensee</u>	<u>Date of Agreement</u>	<u>Subject Matter</u>
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None

(NY) 14041/006/SA/trade.sa.wpd