

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Netifice Communications Inc.		08/25/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Columbia Capital Equity Partners II (QP), LP
Street Address:	201 North Union Street, Suite 300
Internal Address:	Attn: John Siegel
City:	Alexandria
State/Country:	VIRGINIA
Postal Code:	22314
Entity Type:	LIMITED PARTNERSHIP:

Name:	Columbia TS Partners, LLC
Street Address:	201 North Union Street, Suite 300
Internal Address:	Attn: John Siegel
City:	Alexandria
State/Country:	VIRGINIA
Postal Code:	22314
Entity Type:	Limited Liability Company:

Name:	HIG Netifice, Inc.
Street Address:	1001 Brickell Bay Drive
Internal Address:	Attn: Brian Schwartz
City:	Miami
State/Country:	FLORIDA
Postal Code:	33131
Entity Type:	CORPORATION:

Name:	Boston Millennia Partners II Limited Partnership
Street Address:	30 Rowes Wharf
Internal Address:	Attn: Rob Sherman

CH \$115.00 2478760

City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	LIMITED PARTNERSHIP:

Name:	Boston Millennia Partners II-A Limited Partnership
Street Address:	30 Rowes Wharf
Internal Address:	Attn: Rob Sherman
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	LIMITED PARTNERSHIP:

Name:	Boston Millennia Partners GmbH & Co. KG
Street Address:	30 Rowes Wharf
Internal Address:	Attn: Rob Sherman
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	COMPANY:

Name:	Strategic Advisors Fund Limited Partnership
Street Address:	30 Rowes Wharf
Internal Address:	Attn: Rob Sherman
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	LIMITED PARTNERSHIP:

Name:	Boston Millennia Associates II Partnership
Street Address:	30 Rowes Wharf
Internal Address:	Attn: Rob Sherman
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	PARTNERSHIP:

Name:	Dolphin Communications Fund II, L.P.
Street Address:	750 Lexington Avenue, 16th Floor
Internal Address:	Attn: Dennis O'Connell

City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED PARTNERSHIP:

Name:	Dolphin Communications Parallel Fund II (Netherlands), LP
Street Address:	750 Lexington Avenue, 16th Floor
Internal Address:	Attn: Dennis O'Connell
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED PARTNERSHIP:

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2478760	EPOCH INTERNET
Registration Number:	2598181	EPOCH NETWORKS
Registration Number:	2588657	EPOCH COMMUNICATIONS
Serial Number:	76510824	THE POWER OF FLEXIBILITY

CORRESPONDENCE DATA

Fax Number: (404)572-5149
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-572-3458
Email: slake@kslaw.com
Correspondent Name: Susan Lake
Address Line 1: 191 Peachtree Street
Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	08268-261001
NAME OF SUBMITTER:	Susan Lake

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 25, 2004, by Netifice Communications Inc., a Delaware corporation ("Grantor"), in favor of each of the undersigned Secured Parties (each individually a "Secured Party" and collectively, the "Secured Parties").

WITNESSETH:

WHEREAS, pursuant to that certain Convertible Promissory Note Purchase Agreement, dated as of the date hereof by and among Grantor and the Secured Parties (the "Purchase Agreement"), the Secured Parties have agreed to purchase the Notes (as such term is defined in the Purchase Agreement) from the Grantor; and

WHEREAS, Secured Parties are willing to purchase the Notes as provided for in the Purchase Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Secured Parties that certain Security Agreement dated as of the date herewith (the "Security Agreement").

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Secured Parties, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its trademarks and trademark licenses to which it is a party, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or trademark licensed under any trademark license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any trademark license.


3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Secured Parties pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Parties with respect to the security interest in the Trademark Collateral made and 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.

[signature page follows]

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

GRANTOR:

NETIFICE COMMUNICATIONS INC.

By: 
Name: STEVEN CHIKNOW
Title: SVP & GENERAL COUNSEL

SECURED PARTIES:

COLUMBIA CAPITAL EQUITY PARTNERS II (QP), LP

By: Columbia Capital Equity Partners, L.L.C., its General Partner

By: _____
Name: _____
Title: _____

COLUMBIA TS PARTNERS, LLC

By: Columbia Capital, L.L.C., its Manager

By: _____
Name: _____
Title: _____

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

GRANTOR:

NETIFICE COMMUNICATIONS INC.

By: _____
Name: _____
Title: _____

SECURED PARTIES:

COLUMBIA CAPITAL EQUITY PARTNERS II (QP),
LP

By: Columbia Capital Equity Partners, L.L.C., its
General Partner

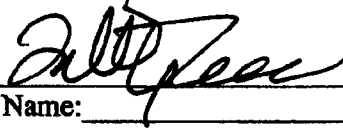
By: Donald A. Doering
Name: Donald A. Doering
Title: Chief Financial Officer

COLUMBIA TS PARTNERS, LLC

By: Columbia Capital, L.L.C., its Manager


By: Donald A. Doering
Name: Donald A. Doering
Title: Chief Financial Officer

H.I.G. NETIFICE, INC.

By: 
Name: _____
Title: _____

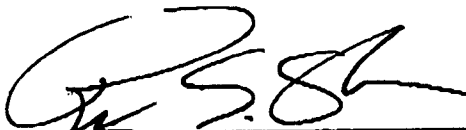
BOSTON MILLENNIA PARTNERS II LIMITED PARTNERSHIP

By: Glen Partners Limited Partnership

By: 
Name: Robert S. Sherman
Title: GENERAL MANAGER

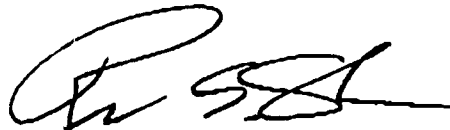
BOSTON MILLENNIA PARTNERS II-A LIMITED PARTNERSHIP

By: Glen Partners Limited Partnership

By: 
Name: Robert S. Sherman
Title: GENERAL MANAGER

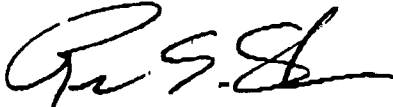
BOSTON MILLENNIA PARTNERS GMBH & CO. KG

By: Boston Millennium Verwaltungs GmbH

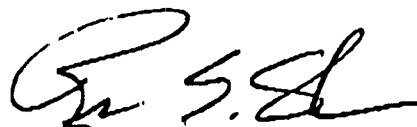
By: 
Name: Robert S. Sherman
Title: GENERAL MANAGER

**STRATEGIC ADVISORS FUND LIMITED
PARTNERSHIP**

By: Glen Partners Limited Partnership

By: 
Name: ROBERT S. SHERMAN
Title: GENERAL PARTNER

**BOSTON MILLENNIA ASSOCIATES II
PARTNERSHIP**

By: 
Name: ROBERT S. SHERMAN
Title: GENERAL PARTNER

DOLPHIN COMMUNICATIONS FUND II, L.P.

By: Dolphin Communications II, L.P., its General Partner


By: Dolphin Communications, L.L.C., its General Partner

By: 
Name: ~~Dennis O'Connell~~ Richard Brekka
Title: Managing Director

DOLPHIN COMMUNICATIONS PARALLEL FUND II (NETHERLANDS), L.P.

By: Dolphin Communications II, L.P., its General Partner

By: Dolphin Communications, L.L.C., its General Partner

By: 
Name: ~~Dennis O'Connell~~ Richard Brekka
Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

<i>TRADEMARK</i>	<i>OWNER</i>	<i>SERIAL/ REGISTRATION NO.</i>	<i>FILING/ REGISTRA TION DATE</i>	<i>STATUS/ COMMENTS</i>
THE POWER OF FLEXIBILITY	Netifice Communications Inc.	76510824	04/30/2003	Published for opposition 07/27/2004
EPOCH INTERNET	Netifice Communications Inc.	2478760	08/21/2001	Registered
EPOCH NETWORKS	Netifice Communications Inc.	2598181	07/23/2002	Registered
EPOCH COMMUNICATIONS	Netifice Communications Inc.	2588657	07/02/2002	Registered