

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
-------------------------	----------------

<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
------------------------------	-------------------

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Netifice Communications Inc.		11/05/2004	CORPORATION: DELAWARE

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

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

<b>Name:</b>	H.I.G. Netifice, Inc.
<b>Street Address:</b>	1001 Brickell Bay Drive
<b>Internal Address:</b>	Attn: Brian Schwartz
<b>City:</b>	Miami
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33131
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>Name:</b>	Boston Millennia Partners II Limited Partnership
<b>Street Address:</b>	30 Rowes Wharf
<b>Internal Address:</b>	c/o Boston Millenia Partners; Attn: Rob Sherman

CH \$115.00 2478760

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

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

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

Name:	Strategic Advisors Fund Limited Partnership
Street Address:	30 Rowes Wharf
Internal Address:	c/o Boston Millennia Partners; 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:	c/o Boston Millennia Partners; Attn: Rob Sherman
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	LIMITED 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), 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:

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: 404.572.2461  
Email: dcorey@kslaw.com  
Correspondent Name: King & Spalding LLP  
Address Line 1: 191 Peachtree Street  
Address Line 2: Attn: Deborah Corey  
Address Line 4: Atlanta, GEORGIA 30303

NAME OF SUBMITTER: Deborah Corey

Total Attachments: 9  
source=mtiff#page1.tif  
source=mtiff#page2.tif  
source=mtiff#page3.tif  
source=mtiff#page4.tif  
source=mtiff#page5.tif  
source=mtiff#page6.tif  
source=mtiff#page7.tif  
source=mtiff#page8.tif  
source=mtiff#page9.tif

**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT  
("Trademark Security Agreement"), dated as of November 5, 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 August 25, 2004 (as amended, modified, restated, extended or renewed from time to time, the "First Purchase Agreement"), by and among Grantor and the Secured Parties, and that certain Series 2 Convertible Promissory Note Purchase Agreement, dated as of November 5, 2004 (as amended, modified, restated, extended or renewed from time to time, the "Second Purchase Agreement"; the First Purchase Agreement and the Second Purchase Agreement, collectively, the "Purchase Agreements"), by and among Grantor and the Secured Parties, the Secured Parties have agreed to purchase the Notes (as such term is defined in the Purchase Agreement) from the Grantor; and

WHEREAS, as security for its obligations under the Notes, Grantor has executed and delivered to Secured Parties that certain Security Agreement, dated as August 25, 2004, as amended by a First Amendment to Security Agreement, dated as of even 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. As security for the Obligations, 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. This Trademark Security Agreement is an amendment and restatement of (and not a novation of) that certain Trademark Security Agreement, dated as of August 25, 2004, made by Grantor in favor of Secured Parties.

[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 B. CRISHOLM

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: \_\_\_\_\_

**[Signature Page to Trademark Security Agreement]**

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: CEO

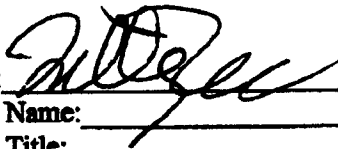
COLUMBIA TS PARTNERS, LLC

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

By: Donald A. Doering  
Name: Donald A. Doering  
Title: CEO

[Signature Page to Trademark Security Agreement]

**H.L.G. NETIFICE, INC.**

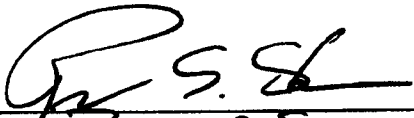
By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**[Signature Page to Trademark Security Agreement]**



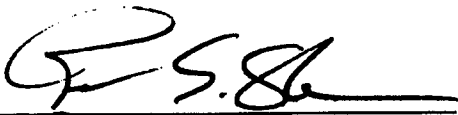
**BOSTON MILLENNIA PARTNERS II LIMITED  
PARTNERSHIP**

**By: Glen Partners Limited Partnership**

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

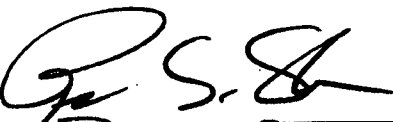
**BOSTON MILLENNIA PARTNERS II-A LIMITED  
PARTNERSHIP**

**By: Glen Partners Limited Partnership**

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

**BOSTON MILLENNIA PARTNERS GMBH & CO.  
KG**

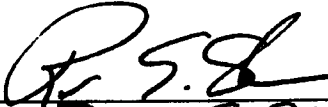
**By: Boston Millennia Verwaltungs GmbH**

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

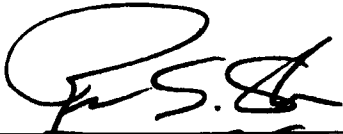
[Signature Page to Trademark Security Agreement]

**STRATEGIC ADVISORS FUND LIMITED  
PARTNERSHIP**

**By: Glen Partners Limited Partnership**

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

**BOSTON MILLENNIA ASSOCIATES II  
PARTNERSHIP**


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

**[Signature Page to Trademark Security Agreement]**

**DOLPHIN COMMUNICATIONS FUND II, L.P.**

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

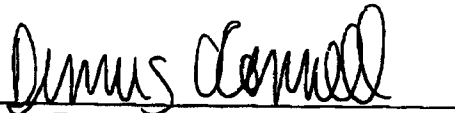
**By: Dolphin Communications, L.L.C., its General Partner**

By:   
Name: Dennis O'Connell  
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  
Title: Managing Director

[Signature Page to Trademark Security Agreement]

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

<b>TRADEMARK</b>	<b>OWNER</b>	<b>SERIAL/ REGISTRATION NO.</b>	<b>FILING/ REGISTRA TION DATE</b>	<b>STATUS/ COMMENTS</b>
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