

**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
Choice One Communications Inc.		11/18/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation, as Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2500684	CHOICE ONE
Registration Number:	2321687	CHOICEXCHANGE
Registration Number:	2335475	CHOICEACCESS
Registration Number:	2321688	CHOICESELECT
Registration Number:	2460829	CHOICEONEPLUS
Registration Number:	2335482	CHOICEPATH
Registration Number:	2605378	CHOICEONEDATALINK
Registration Number:	2745598	CHOICEGUARD
Registration Number:	2605379	CHOICEMESSAGE
Registration Number:	2454977	CHOICE ONE.COMMUNICATIONS
Registration Number:	2729597	CHOICEONEONLINE
Registration Number:	2518576	CHOICEINVOICE
Registration Number:	2557157	INFINITECHOICE
Registration Number:	2471554	CHOICENETPATH
Registration Number:	2533926	CHOICEONE. ONLINE

CH \$415.00 2500684

Registration Number:

2565150

CHOICEONEONLINE

**CORRESPONDENCE DATA**

Fax Number: (214)981-3400

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 214-981-3300

Email: mroberts@sidley.com

Correspondent Name: Elisabeth A. Evert, Esq.

Address Line 1: 717 North Harwood

Address Line 2: Suite 3400

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:

20607-30280

NAME OF SUBMITTER:

Susan Roberts

**Total Attachments: 8**

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EXECUTION COPY

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 18, 2004, by CHOICE ONE COMMUNICATIONS INC., a Delaware corporation ("COC"), CHOICE ONE COMMUNICATIONS OF NEW YORK INC., a Delaware corporation ("COCNY"), CHOICE ONE COMMUNICATIONS OF CONNECTICUT INC., a Delaware corporation ("COCCT"), CHOICE ONE COMMUNICATIONS OF MAINE INC., a Delaware corporation ("COCME"), CHOICE ONE COMMUNICATIONS OF MASSACHUSETTS INC., a Delaware corporation ("COCMA"), CHOICE ONE OF NEW HAMPSHIRE INC., a Delaware corporation ("COCNH"), CHOICE ONE COMMUNICATIONS OF OHIO INC., a Delaware corporation ("COCOH"), CHOICE ONE COMMUNICATIONS OF PENNSYLVANIA INC., a Delaware corporation ("COCPA"), CHOICE ONE COMMUNICATIONS OF RHODE ISLAND INC., a Delaware corporation ("COCRI"), CHOICE ONE COMMUNICATIONS OF VERMONT INC., a Delaware corporation ("COCVT"), CHOICE ONE COMMUNICATIONS INTERNATIONAL INC., a Delaware corporation ("COCIN"), CHOICE ONE ONLINE INC., a New York corporation ("COCON"), CHOICE ONE COMMUNICATIONS OF VIRGINIA INC., a Virginia corporation ("COCVA"), CHOICE ONE COMMUNICATIONS SERVICES INC., a Delaware corporation ("COCSE"), US XCHANGE INC., a Delaware corporation ("USEX"), US XCHANGE OF INDIANA, L.L.C., a Delaware limited liability company ("USIN"), US XCHANGE OF ILLINOIS, L.L.C., a Delaware limited liability company ("USIL"), US XCHANGE OF MICHIGAN, L.L.C., a Delaware limited liability company ("USMI"), and US XCHANGE OF WISCONSIN, L.L.C., a Delaware limited liability company ("USWI") (COC, COCNY, COCCT, COCME, COCMA, COCNH, COCOH, COCPA, COCRI, COCVT, COCIN, COCON, COCVA, COCSE, USEX, USIN, USIL, USMI, and USWI are sometimes collectively referred to herein as the "Grantors" and individually as a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for the Lenders and Swap Issuer (collectively, the "Benefitted Parties") under the Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Fourth Amended and Restated Credit Agreement dated as of the date hereof by and among Grantors, Agent, Lenders and Swap Issuer (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make the loans and other financial accommodations for the benefit of the Grantors;

WHEREAS, on October 7, 2004, the Grantors filed a Plan of Reorganization and related Disclosure Statement with the Bankruptcy Court on the Chapter 11 Cases (the "Reorganization Plan");

WHEREAS, the Reorganization Plan was approved by the Bankruptcy Court on November 9, 2004;

WHEREAS, Grantors and Swap Issuer are parties to the Hedging Agreement pursuant to which Swap Issuer has agreed to extend certain financial accommodations available to Grantors;

WHEREAS, Agent and Lenders are willing to make loans as provided for in the Credit Agreement and Swap Issuer is willing to continue the financial accommodations to Grantors under the Hedging Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of the Benefitted Parties, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of the Benefitted Parties, this Trademark 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and the Benefitted Parties, a continuing first priority security interest in all of such 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 (excluding, however, any Trademark Licenses (i) solely among one or more Grantors and (ii) pursuant to an agreement in respect of such Trademark License which prohibits by its terms any assignment or grant of a security interest);

(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 as described in Section 2(a); and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License as described in Section 2(a) or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License as described in Section 2(a).

For the avoidance of doubt, this Section 2 does not give Agent or any of the Benefitted Parties any right or authority to take any actions in any matter relating to the Trademark Collateral before the United States Patent and Trademark Office prior to the Agent or any of the Benefitted Parties exercising any of their rights to foreclose on the Collateral pursuant to the Security Agreement (other than the recordal of this Trademark Security Agreement in the United States Patent and Trademark Office or any documents relating thereto). Nothing in this Section 2 will prohibit the Agent, on behalf of itself and the Benefitted Parties, from taking any action in any matter relating to the Trademark Collateral before the United States Patent and Trademark Office that any third party would be permitted to take.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the Benefitted Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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]

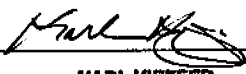
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CHOICE ONE COMMUNICATIONS INC.  
CHOICE ONE COMMUNICATIONS OF NEW YORK INC.  
CHOICE ONE COMMUNICATIONS OF CONNECTICUT  
INC.  
CHOICE ONE COMMUNICATIONS OF MAINE INC.  
CHOICE ONE COMMUNICATIONS OF MASSACHUSETTS  
INC.  
CHOICE ONE OF NEW HAMPSHIRE INC.  
CHOICE ONE COMMUNICATIONS OF OHIO INC.  
CHOICE ONE COMMUNICATIONS OF PENNSYLVANIA  
INC.  
CHOICE ONE COMMUNICATIONS OF RHODE ISLAND  
INC.  
CHOICE ONE COMMUNICATIONS OF VERMONT INC.  
CHOICE ONE COMMUNICATIONS INTERNATIONAL INC.  
CHOICE ONE ONLINE INC.  
CHOICE ONE COMMUNICATIONS OF VIRGINIA INC.  
CHOICE ONE COMMUNICATIONS SERVICES INC.  
US XCHANGE INC.  
US XCHANGE OF INDIANA, L.L.C.  
US XCHANGE OF ILLINOIS, L.L.C.  
US XCHANGE OF MICHIGAN, L.L.C.  
US XCHANGE OF WISCONSIN, L.L.C., each as a Grantor

By: Ajay Subramanian  
Name: AJAY SUBRAMANIAN  
Title: CFO

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION

By:   
Name: KARL KIEFFER  
Title: DULY AUTHORIZED SIGNATORY

Trademark Security Agreement

TRADEMARK

REEL: 002979 FRAME: 0190

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF NEW YORK )  
 )  
COUNTY OF MONROE ) SS.

On this 17<sup>th</sup> day of November, 2001 before me personally appeared Ajay Sabherwal, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of each of Choice One Communications Inc., Choice One Communications of New York Inc., Choice One Communications of Connecticut Inc., Choice One Communications of Maine Inc., Choice One Communications of Massachusetts Inc., Choice One of New Hampshire Inc., Choice One Communications of Ohio Inc., Choice One Communications of Pennsylvania Inc., Choice One Communications of Rhode Island Inc., Choice One Communications of Vermont Inc., Choice One Communications International Inc., Choice One Online Inc., Choice One Communications of Virginia Inc., Choice One Communications Services Inc., US Xchange Inc., US Xchange of Indiana, L.L.C., US Xchange of Illinois, L.L.C., US Xchange of Michigan, L.L.C. and US Xchange of Wisconsin, L.L.C. who being by me duly sworn did depose and say that he is an authorized officer of each said entity, that the said instrument was signed on behalf of said entity as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said entity.

Elizabeth J. McDonald  
Notary Public

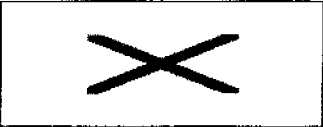
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ELIZABETH J. McDONALD  
Notary Public in the State of New York  
MONROE COUNTY  
Notary Public Expires 04-04-06  
April 30, 2006



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

**Registrations and Applications for Patents, Trademarks and Copyrights**

<b>Service Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Status</b>
CHOICE ONE	75/553,275	9/15/98	2,500,684	10/23/01	Registered  8&15 Declaration due 10/23/07
CHOICE ONE. COMMUNICATIONS & Design 	75/899,658	1/20/00	2,454,977	5/29/01	Registered  8&15 Declaration due 5/29/07
CHOICEACCESS	75/660,534	3/15/99	2,335,475	3/28/00	Registered  8&15 Declaration due 3/28/06
CHOICEGUARD	75/899,656	1/20/00	2,745,598	8/5/03	Registered  8&15 Declaration due 8/05/09
CHOICEINVOICE	75/924,612	2/22/00	2,518,576	12/11/01	Registered  8&15 Declaration due 12/11/07
CHOICEMESSAGE	75/899,657	1/20/00	2,605,379	8/6/02	Registered  8&15 Declaration due 8/6/08
CHOICENETPATH	76/074,608	6/21/00	2,471,554	7/24/01	Registered  8&15 Declaration due 7/24/07

Service Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
CHOICEONEDATALINK	75/899,654	1/20/00	2,605,378	8/6/02	Registered 8&15 Declaration due 8/6/08
CHOICEONEONLINE (Class 38)	76/154,304	10/26/00	2,565,150	4/30/02	Registered 8&15 Declaration due 4/30/08
CHOICEONEONLINE (Class 42)	75/908,597	02/02/00	2,729,597	6/24/03	Registered 8&15 Declaration due 6/24/09
CHOICEONE.ONLINE & Design	76/154,303	10/26/00	2,533,926	1/29/02	Registered 8&15 Declaration due 1/29/08
					
CHOICEONEPLUS	75/660,538	3/15/99	2,460,829	6/19/01	Registered 8&15 Declaration due 6/19/07
CHOICEPATH	75/660,981	3/15/99	2,335,482	3/28/00	Registered 8&15 Declaration due 3/28/06
CHOICESELECT	75/660,537	3/15/99	2,321,688	2/22/00	Registered 8&15 Declaration due 2/22/06
CHOICEEXCHANGE	75/660/533	3/15/99	2,321,687	2/22/00	Registered 8&15 Declaration due 2/22/06
INFINITECHOICE	76/041,648	5/3/00	2,557,157	4/2/02	Registered 8&15 Declaration due 4/2/08