

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Assignment of Trademarks and Accompanying Business and Goodwill
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
StarNet, Inc.		11/21/2004	CORPORATION: ILLINOIS

RECEIVING PARTY DATA	
Name:	US LEC Acquisition Co.
Street Address:	6801 Morrision Boulevard
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28211
Entity Type:	CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	2268375	MEGAPOP
Serial Number:	75075301	STARNET
Serial Number:	78430275	VOICEECLIPSE

CORRESPONDENCE DATA	
Fax Number:	(919)416-8339
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	919 286-8088
Email:	PTO_TMconfirmation@mvalaw.com
Correspondent Name:	Moore & Van Allen PLLC
Address Line 1:	430 Davis Drive
Address Line 2:	Suite 500
Address Line 4:	Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	022007.326 JWJ
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NAME OF SUBMITTER:	Joyce W. Jenzano
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Total Attachments: 4
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**ASSIGNMENT OF TRADEMARKS
AND ACCOMPANYING BUSINESS AND GOODWILL**

THIS ASSIGNMENT OF TRADEMARKS, effective as of the 1st day of November, 2004, is by and between StarNet, Inc., an Illinois corporation (“**Assignor**”), with a principal place of business at 579 First Bank Drive, Suite 100, Palatine, IL 60067 and US LEC Acquisition Co., a North Carolina corporation (“**Assignee**”), with a principal place of business at 6801 Morrison Boulevard, Charlotte NC 28211.

WHEREAS, Assignor and US LEC Corp., a Delaware corporation (“**Parent**”), or its Permitted Designee, are parties to that certain Asset Purchase Agreement dated as of November 9, 2004 (the “**Purchase Agreement**”), which Purchase Agreement was assigned to Assignee pursuant to that certain Assignment and Assumption of Purchase Agreement dated as of November 21, 2004 by and between Parent and Assignee, and which provides for the sale, transfer and conveyance of, among other things, all of the Assignor’s right, title and interest in and to certain real and personal property; and

WHEREAS, Assignor is the owner of all rights, title and interest in and to all marks owned and used by Assignor in the Business, including, but not limited to, those marks identified on Schedule A hereto, together with all rights appurtenant thereto, including, but not limited to, all common law rights, causes of action and the right to recover for past infringement, dilution or other misappropriation thereof (the “**Marks**”); and

WHEREAS, pursuant to the Purchase Agreement, Assignee is acquiring Assignor’s rights in the Marks and the pending trademark/service mark applications and registrations in the United States and any foreign jurisdiction therefor, and all rights appurtenant thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:


Assignor hereby assigns to Assignee all of its rights, title and interest in and to the Marks, together with the goodwill of the business connected with the use of, and symbolized by, said Marks, and together with any and all interests, claims and rights for damages and profits by reason of any past infringement or unauthorized use of the Marks, false designations of origin, unfair competition, deceptive trade practices and/or dilution related to the Marks, use of confusingly similar marks or names by others and all other related causes of action and the right to sue therefore, which rights include, but are not limited to, the rights of Assignor to prosecute Cancellation Number 92,043,698 before the Trademark Trial and Appeal Board in the United States Patent and Trademark Office.

[Signature page follows.]

In witness whereof, the parties hereto have caused this Assignment of Trademarks and Accompanying Business and Goodwill to be executed as of the date first set forth above.

ASSIGNOR:

STARNET, INC.,
an Illinois corporation

By: 
Name: Russ W. INTRAVARTOLO
Title: CEO

ASSIGNEE:

US LEC ACQUISITION CO.,
a North Carolina corporation

By: _____
Name: _____
Title: _____

In witness whereof, the parties hereto have caused this Assignment of Trademarks and Accompanying Business and Goodwill to be executed as of the date first set forth above.

ASSIGNOR:

STARNET, INC.,
an Illinois corporation

By: _____

Name: _____

Title: _____

ASSIGNEE:

US LEC ACQUISITION CO.,
a North Carolina corporation

By:  _____

Name: Jeffrey F. Bloddy

Title: SVP

**SCHEDULE A
TRADEMARKS**

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application Serial Number/Registration Number</u>	<u>Goods/Services</u>
MEGAPOP	Canadian Intellectual Property Office	TMA606,096	Computer services, namely, providing multiple-user access to a global computer information network for the transfer and dissemination of a wide range of information.
MEGAPOP	United States Patent and Trademark Office	2,268,375	Providing multiple -user access to a global computer information network for the transfer and dissemination of a wide range of information. Class 42.
MEGAPOP	The European Community	1344357	Computer services providing point of presence access to multiple Internet service providers. Class 42.
STARNET	United States Patent and Trademark Office	75/075,301	Providing multiple-user access to the internet. Class 38.
VOICEECLIPSE	United States Patent and Trademark Office	78/430,275	Communication services namely, providing voice over internet protocol. Class 38.