

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	03/29/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INTERSTATE FIBERNET, INC.		03/29/2005	CORPORATION: DELAWARE
ITC^DELTACOM, INC.		03/29/2005	CORPORATION: DELAWARE
ITC^DELTACOM COMMUNICATIONS INC.		03/29/2005	CORPORATION: ALABAMA
BUSINESS TELECOM, INC.		03/29/2005	CORPORATION: NORTH CAROLINA
BTI TELECOM CORP.		03/29/2005	CORPORATION: NORTH CAROLINA
BUSINESS TELECOM OF VIRGINIA, INC.		03/29/2005	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	GENERAL ELECTRIC CAPITAL CORPORATION
Street Address:	2325 LAKEVIEW PARKWAY, SUITE 700
City:	ALPHARETTA
State/Country:	GEORGIA
Postal Code:	30004
Entity Type:	COLLATERAL AGENT-2ND LIEN: DELAWARE

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	2071650	DELTACOM
Registration Number:	2071715	DELTACOM
Registration Number:	2405331	ITC^DELTACOM
Registration Number:	2405335	ITC^DELTACOM
Registration Number:	2407859	ITC DELTACOM
Registration Number:	2407860	ITC DELTACOM

CH \$1015.00 2071650

Registration Number:	2931048	E^COM
Registration Number:	2528538	E^DELTACOM
Registration Number:	2900348	EVERYBODY'S TALKING
Serial Number:	76463744	GRAPEVINE
Serial Number:	76463530	GRAPEVINE EVERYBODY'S TALKING.
Registration Number:	1348561	SCIENTIFIC TELECOM
Registration Number:	2158977	AVDATA
Registration Number:	2202649	AVDATA
Registration Number:	2160578	AVDATA
Registration Number:	2203677	AVDATA
Serial Number:	76217203	BTI
Registration Number:	2427897	BTI
Registration Number:	2461862	BTI TELECOMMUNICATIONS SERVICES
Registration Number:	2426407	BTINET
Serial Number:	76135109	BTINET
Registration Number:	2137742	CLIENTEL
Registration Number:	2429877	D.S. LYNX
Registration Number:	2533513	D.S.LYNX
Registration Number:	2134879	FAMILY VALUES
Registration Number:	2137741	FOUNDATIONS
Registration Number:	2134878	HOSPITALITY SUITE
Registration Number:	2577608	INVOICE ONLINE
Registration Number:	2134877	MARKET VALUES
Registration Number:	2563320	MAX COMMERCE
Registration Number:	2561449	MAX COMMERCE A BTI COMPANY
Registration Number:	2224055	MEXICO EXPRESO
Registration Number:	2357649	OPTIMIZER
Registration Number:	2711255	SIMPLICI-T
Registration Number:	2134895	SMARTER.FASTER.BETTER.
Serial Number:	76488925	TELECOM SIMPLIFIED
Registration Number:	2581457	THE FASTEST CAT ON THE NET
Serial Number:	76135122	US DATACOM
Registration Number:	2874175	VOICEPACK
Serial Number:	76614474	THINK OUTSIDE THE BELL

CORRESPONDENCE DATA

Fax Number: (214)746-7777
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-746-7763
Email: james.english@weil.com
Correspondent Name: Weil, Gotshal & Manges, LLP
Address Line 1: 200 Crescent Court, Suite 300
Address Line 2: Attn: James English
Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	JAMES ENGLISH
Signature:	/JAMES ENGLISH/
Date:	05/11/2005

Total Attachments: 10
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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*"), dated as of March 29, 2005, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of General Electric Capital Corporation, as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below). Any capitalized term used herein and not otherwise defined has the meaning set forth in the Credit Agreement.

WHEREAS, the Grantors, the Collateral Agent and the other parties named therein have entered into the Amended and Restated Credit Agreement, dated as of March 29, 2005 (as may be amended from time to time, the "*Credit Agreement*");

WHEREAS, as a condition precedent to the Amendment Effective Date, each Grantor has executed and delivered that certain Amended and Restated Security Agreement, dated as of March 29, 2005, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"); and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted and ratify, acknowledge, confirm and continue their grant of a security interest in, among other property, certain intellectual property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Subject to the terms and conditions of the Intercreditor and Subordination Agreements, each Grantor hereby ratifies, acknowledges, confirms and continues its grants to the Collateral Agent for the ratable benefit of the Secured Parties (subject to the terms of this IP Security Agreement) of a security interest in and to all of such Grantor's right, title and interest in and to the following (the "*Collateral*");

- (a) the United States international, and foreign patents and patent applications set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Exhibit D to the Security Agreement (an "*IP Security Agreement Supplement*"), executed and delivered by such Grantor to the Collateral Agent from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "*Patents*");

(b) the United States and foreign trademark and service mark registrations and applications set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Collateral Agent from time to time) (the “*Trademarks*”);

(c) the United States and foreign copyright registrations and applications set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Collateral Agent from time to time) (the “*Copyrights*”);

(d) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(e) any and all proceeds of the foregoing.

Notwithstanding anything in this Section 1 or any other provision of this Agreement to the contrary, the Collateral shall not include: any general intangibles or other rights or property arising under or subject to any contracts, instruments, licenses, permits or other documents (including, without limitation, the Assigned Agreements referred to in the third sentence of Section 8(g) of the Security Agreement) as to which the grant of a security interest would constitute a violation of a valid and enforceable restriction (whether arising by contract or under law or governmental regulation) in favor of a third party (including a governmental authority) on such grant or a violation of law or governmental regulation, unless and until any required consents shall have been obtained.

SECTION 2. Security for Obligations. The pledge and the grant of a security interest in, and the continuance of the pledge and the grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

The parties hereto intend to maintain the validity, effectiveness, enforceability, perfection and priority of the Collateral Documents delivered under the Original Second Lien Credit Agreement (the “*Original Security Documents*”) and this IP Security Agreement is intended, *inter alia*, to extend the obligations and indebtedness secured by the security interests and pledges created and affected by the Original Security Documents, in each case, except as specifically provided herein, including, without limitation, in the last paragraph of Section 1, without terminating, limiting, modifying or otherwise affecting the validity, effectiveness, enforceability, perfection and priority of the security interests or the pledges created and affected in respect thereof. To the extent that any security interest or pledge granted pursuant to the Original Security Documents relates to collateral in which the Grantors have previously granted a security interest to the Collateral Agent, this IP Security Agreement shall, except as specifically provided herein, including, without limitation, in the last paragraph of Section 1, confirm the validity, effectiveness, enforceability and continuation of such security interest or pledge as

against the Grantors. All of the terms and provisions of the Original Security Documents are hereby confirmed and ratified in all respects, except as specifically modified herein.

Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

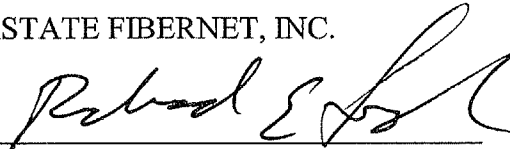
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Intercreditor and Subordination Agreements. Notwithstanding anything contained herein to the contrary, this Agreement and the rights and obligations of the parties hereunder are subject to the terms and conditions of the Intercreditor and Subordination Agreements.

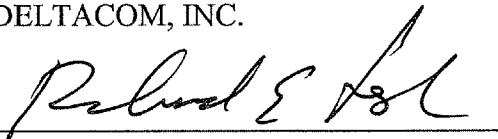
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

INTERSTATE FIBERNET, INC.

By: 
Name: Richard E. Fish
Title: Chief Administrative Officer

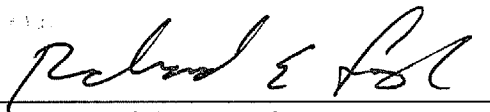
Address for Notices:
1791 O.G. Skinner Drive
West Point, GA 31833
Attention:

ITC^DELTACOM, INC.

By: 
Name: Richard E. Fish
Title: Chief Administrative Officer

Address for Notices:
1791 O.G. Skinner Drive
West Point, GA 31833
Attention:

ITC^DELTACOM COMMUNICATIONS INC.

By: 
Name: Richard E. Fish
Title: Chief Administrative Officer

Address for Notices:
1791 O.G. Skinner Drive
West Point, GA 31833
Attention:

BUSINESS TELECOM, INC.

By: 

Name: Richard E. Fish

Title: Chief Administrative Officer

Address for Notices:

1791 O.G. Skinner Drive

West Point, GA 31833

Attention:

BTI TELECOM CORP.

By: 

Name: Richard E. Fish

Title: Chief Administrative Officer

Address for Notices:

1791 O.G. Skinner Drive

West Point, GA 31833

Attention:

BUSINESS TELECOM OF VIRGINIA, INC.

By: 

Name: Richard E. Fish

Title: Chief Administrative Officer

Address for Notices:

1791 O.G. Skinner Drive

West Point, GA 31833

Attention:

SCHEDULE A
PATENTS AND PATENT APPLICATIONS

NONE

SCHEDULE B

TRADEMARKS AND SERVICE MARKS – REGISTRATIONS AND APPLICATIONS

<u>Owner</u>	<u>Trademark</u>	<u>Reg. No. / Serial No.</u>	<u>Registration Date/ Filing Date</u>	<u>Date Affidavit of Use and/or Renewal is Due; whether the Affidavit of Use and/or Renewal has been filed</u>
ITC^ DeltaCom, Inc.	DELTACOM (Classes 38 and 42)	2,071,650	06/17/1997	Renewal and Affidavit of Use due 06/17/2007.
ITC^DeltaCom, Inc.	DELTACOM (& Design) (Classes 38 and 42)	2,071,715	06/17/1997	Renewal and Affidavit of Use due 06/17/2007.
ITC^DeltaCom, Inc.	ITC^DELTACOM (Class 38)	2,405,331	11/21/2000	Affidavit of Use due 11/21/06; Renewal and Affidavit of Use due 11/21/10.
ITC^DeltaCom, Inc.	ITC^DELTACOM (Class 42)	2,405,335	11/21/2000	Affidavit of Use due 11/21/06; Renewal and Affidavit of Use due 11/21/10.
ITC^DeltaCom, Inc.	ITC DELTACOM (& Design) (Class 38)	2,407,859	11/28/2000	Affidavit of Use due 11/28/06; Renewal and Affidavit of Use due 11/28/10.
ITC^DeltaCom, Inc.	ITC DELTACOM (& Design) (Class 42)	2,407,860	11/28/2000	Affidavit of Use due 11/28/06; Renewal and Affidavit of Use due 11/28/10.
ITC^DeltaCom, Inc.	E^COM (Classes 37, 38 and 42)	76/010,576	03/27/2000	Renewal and Affidavit of Use due 09/8/10.
ITC^DeltaCom, Inc.	E^DELTACOM (Classes 37, 38 and 42)	2,528,538	01/08/2002	Affidavit of Use due 01/08/08; Renewal and Affidavit of Use due 01/08/12.
ITC^DeltaCom Communications, Inc.	EVERYBODY'S TALKING (Class 38)	2,900,348	11/01/2004	Renewal and Affidavit of use due 05/02/10.
ITC^DeltaCom Communications, Inc.	GRAPEVINE (Class 38)	76/463,744	11/01/2002	Lost on appeal.
ITC^DeltaCom Communications, Inc.	GRAPEVINE EVERYBODY'S TALKING (Class 38)	76/463,530	11/01/2002	Abandoned.
Interstate FiberNet, Inc.	SCIENTIFIC TELECOM (& Design) (Classes 37, 38 and 42)	1,348,561	07/09/1985	Renewal and Affidavit of Use due 07/09/05.

<u>Owner</u>	<u>Trademark</u>	<u>Reg. No. / Serial No.</u>	<u>Registration Date/ Filing Date</u>	<u>Date Affidavit of Use and/or Renewal is Due; whether the Affidavit of Use and/or Renewal has been filed</u>
Interstate FiberNet, Inc.	AVDATA (Class 37)	2,158,977	05/19/1998	Abandoned.
Interstate FiberNet, Inc.	AVDATA (Class 42)	2,202,649	11/10/1998	Abandoned.
Interstate FiberNet, Inc.	AVDATA (& Design) (Class 37)	2,160,578	05/26/1998	Abandoned.
Interstate FiberNet, Inc.	AVDATA (& Design) (Class 42)	2,203,677	11/17/1998	Abandoned.
Business Telecom, Inc.	BTI (& Design) Classes 36, 38 and 42)	76/217,203	02/27/2001	Abandoned pursuant to Settlement Agreement with British Telecommunications.
Business Telecom, Inc	BTI (Classes 36, 38 and 42)	2,427,897	02/13/2001	Affidavit of Use due 02/13/07; Renewal and Affidavit of Use due 02/13/11.
Business Telecom, Inc.	BTI TELECOMMUNIC ATIONS SERVICES (& Design) (Classes 36, 38 and 42)	2,461,862	06/19/2001	Affidavit of Use due 06/19/07; Renewal and Affidavit of Use due 06/19/11.
Business Telecom, Inc.	BTINET (Classes 38 and 42)	2,426,407	02/06/2001	Affidavit of Use due 02/06/07; Renewal and Affidavit of Use due 02/06/11. Will abandon pursuant to Settlement Agreement with British Telecommunications.
Business Telecom, Inc.	BTINET (& Design) (Classes 38 and 42)	76/135,109	09/25/2000	Abandoned pursuant to Settlement Agreement with British Telecommunications.
Business Telecom, Inc.	CLIENTEL (Class 38)	2,137,742	02/17/1998	Abandoned.
Business Telecom, Inc.	D.S. LYNX (& Design) (Class 38)	2,429,877	02/20/2001	Affidavit of Use due 02/20/07; Renewal and Affidavit of Use due 02/20/11.
Business Telecom, Inc.	D.S. LYNX (Class 38)	2,533,513	01/29/2002	Affidavit of Use due 01/29/08; Renewal and Affidavit of Use due 01/29/12.
Business Telecom, Inc.	FAMILY VALUES (Class 38)	2,134,879	02/03/1998	Abandoned.
Business Telecom, Inc.	FOUNDATIONS (Class 38)	2,137,741	02/17/1998	Abandoned.
Business Telecom, Inc.	HOSPITALITY SUITE	2,134,878	02/03/1998	Abandoned.

<u>Owner</u>	<u>Trademark</u>	<u>Reg. No. / Serial No.</u>	<u>Registration Date/ Filing Date</u>	<u>Date Affidavit of Use and/or Renewal is Due; whether the Affidavit of Use and/or Renewal has been filed</u>
	(Class 38)			
Business Telecom, Inc.	INVOICE ONLINE (& Design) (Class 36)	2,577,608	06/11/2002	Affidavit of Use due 06/11/08; Renewal and Affidavit of Use due 06/11/12.
Business Telecom, Inc.	MARKET VALUES (Class 38)	2,134,877	02/03/1998	Abandoned.
Business Telecom, Inc.	MAX COMMERCE (Classes 35 and 42)	2,563,320	04/23/2002	Affidavit of Use due 04/23/08; Renewal and Affidavit of Use due 04/23/12.
Business Telecom, Inc.	MAX COMMERCE A BTI COMPANY (& Design) (Classes 35 and 42)	2,561,449	04/16/2002	Affidavit of Use due 04/16/08; Renewal and Affidavit of Use due 04/16/12.
Business Telecom, Inc.	MEXICO EXPRESO (Class 36)	2,224,055	02/16/1999	Abandoned.
Business Telecom, Inc. [Owner in PTO database is listed as Radio Frequency Systems, Inc.]	OPTIMIZER (Class 9)	2,357,649	06/13/2000	Affidavit of Use due 06/13/06; Renewal and Affidavit of Use due 06/13/10.
Business Telecom, Inc.	SIMPLICI-T (& Design) (Class 38)	2,711,255	04/29/2003	Affidavit of Use due 04/29/09; Renewal and Affidavit of Use due 04/29/13.
Business Telecom, Inc.	SMARTER.FASTE R. BETTER.	2,134,895	02/03/1998	Abandoned.
Business Telecom, Inc.	TELECOM SIMPLIFIED	76/488,925	02/10/2003	Petition to revive abandoned application filed March 17, 2005.
Business Telecom, Inc.	THE FASTEST CAT ON THE NET	2,581,457	06/18/2002	Affidavit of Use due between 06/18/07 and 06/18/08; Renewal and Affidavit of Use due 06/18/12.
Business Telecom, Inc.	US DATACOM (Stylized)	76/135,122	09/25/2000	Abandoned.
Business Telecom, Inc.	VOICEPACK	2,874,175	08/17/2004	Affidavit of Use due 2/7/10.
ITC^DeltaCom Communications, Inc.	THINK OUTSIDE THE BELL	76614474	10/01/04	Pending.

SCHEDULE C

COPYRIGHT REGISTRATIONS AND APPLICATIONS

<u>Author/Claimant</u>	<u>Title</u>	<u>Registration Number</u>	<u>Date Created Published Registration</u>
Interstate FiberNet, Inc. *Acquired by merger with AvData Systems in 1999	ADVANCED wireless solutions	TX4680412	1997 03/01/1997 06/09/1997
Interstate FiberNet, Inc. *Acquired by merger with AvData Systems in 1999	Advanced enterprise solutions: AvData's levels of network management services.	TX4643784	1997 07/01/1997 07/21/1997
Interstate FiberNet, Inc. *Acquired by merger with AvData Systems in 1999	Frame relay: Know the right questions before making the investment.	TX4583918	1997 03/01/1997 06/09/1997
Interstate FiberNet, Inc. *Acquired by merger with AvData Systems in 1999	The NPCS Network Challenge	TX4601538	1997 02/01/1997 06/09/1997