

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CRC Communications of Maine, Inc.		07/15/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Royal Bank of Scotland plc, as First Lien Collateral Agent		
Street Address:	Attention: Andrew Weinberg		
Internal Address:	101 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10178		
Entity Type:	foreign bank:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76146238	PINE TREE NETWORKS	
Serial Number:	76146236	SECURESPEED	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
NAME OF SUBMITTER:	Rhonda DeLeon		
Signature:	/Rhonda DeLeon/		

OP \$65.00 76146238

Date:

07/21/2005

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 15, 2005 is entered into by Country Road Communications LLC, a Delaware limited liability company (the "Grantor") and certain of its affiliates (collectively, the "Grantors") and The Royal Bank of Scotland plc, as Collateral Agent for the Secured Parties (the "Secured Parties").

Capitalized terms not otherwise defined herein have the meanings set forth in the First Lien Pledge and Security Agreement dated as of July 15, 2005 among the Grantor and the Secured Parties (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantors are granting a security interest to the Secured Parties in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A ("Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Secured Parties hereby agree as follows:

(i) Grant of Security Interest

(a) Each Grantor hereby grants to the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Parties under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

(ii) Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

(iii) Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.

(iv) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Secured Parties and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Secured Parties given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

(v) Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate 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 instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this Agreement to be duly executed and delivered as of the date first above written.

**PINE TREE HOLDINGS, INC.
WAR HOLDINGS, INC.
EVANS TELEPHONE HOLDINGS,
INC.
GRANBY HOLDINGS, INC.
CRC COMMUNICATIONS, INC.
COUNTRY ROAD
COMMUNICATIONS LLC
COUNTRY ROAD MANAGEMENT,
INC.
CRC COMMUNICATIONS OF
MAINE, INC.
(D/B/A PINE TREE NETWORKS)
CRC COMMUNICATIONS OF
CALIFORNIA, INC.
COMMUNICATION DESIGN
ACQUISITION CORPORATION
(D/B/A PINE TREE NETWORKS)
EVANS COMMUNICATIONS
GVN SERVICES**

By: _____

Name:

Title:

THE ROYAL BANK OF SCOTLAND PLC, as the
Collateral Agent

By: 




Name: *Dame Gilio*

Title: *Managing Director*


SCHEDULE A

TRADEMARK SECURITY AGREEMENT

II. U.S. REGISTERED TRADEMARKS

Record Owner	Trademark	Serial No. Filing Date	Registration No. Registration Date	Liens
CRC Communications of Maine, Inc.		76/146,238 10/16/00	2,581,323 06/18/02	None.
CRC Communications of Maine, Inc.	SECURESPEED	76/146,236 10/16/00	2,558,339 04/09/02	None.
Evans Communications		76/145,774 10/10/00	2,492,548 09/25/01	Incomplete chain of title from J.H. Evans, Inc. to Via Holding, Inc. (which assigned ownership to Evans Communications)
Evans Communications	EVANS COMPANIES	75/497,696 06/08/98	2,318,039 02/15/00	Incomplete chain of title from J.H. Evans, Inc. to Via Holding, Inc. (which assigned ownership to Evans Communications)
Evans Communications		76/532,317 07/25/03	2,898,971 11/02/04	None.
Evans Communications	EVANSNET	75/120,836 06/18/96	2,071,687 06/17/97	Incomplete chain of title from J.H. Evans, Inc. to Via Holding, Inc. (which assigned ownership to Evans Communications)

II. STATE TRADEMARK REGISTRATIONS

Record Owner	State	Trademark	Registration No. Registration Date	Liens
Communications Design Acquisition Corporation	Maine	CLEARLY BASIC	20030223 03/24/03	None.
Communications Design Acquisition Corporation	Maine	CLEARLY BUSINESS	20030224 03/24/03	None.
Communications Design Acquisition Corporation	Maine	CLEARLY HOME	20030225 03/24/03	None.
Communications Design Acquisition Corporation	West Virginia	CLEARLY BASIC	09/02/03	None.
Communications Design Acquisition Corporation	West Virginia	CLEARLY BUSINESS	06/06/03	None.
Communications Design Acquisition Corporation	West Virginia	CLEARLY HOME	09/02/03	None.
CRC Communications of Maine, Inc.	Maine	SECUREMAIL	20010089 10/10/00	None.
CRC Communications of Maine, Inc.	Maine	SECURESPEED	20010091 10/10/00	None.
CRC Communications of Maine, Inc.	Maine		20010090 10/10/00	None.