

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
AAT Communications Corp.		07/29/2005	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada		
Street Address:	One Liberty Plaza, 165 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10006-1404		
Entity Type:	Canadian Entity: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76580462	AAT COMMUNICATIONS	
Serial Number:	76580463	CONNECTING CUSTOMERS...ONE SITE AT A TIME	
CORRESPONDENCE DATA			
Fax Number:	(404)541-4608		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	tadmin@kilpatrickstockton.com		
Correspondent Name:	Kilpatrick Stockton LLP		
Address Line 1:	1100 Peachtree Street, Suite 2800		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Barbara F. Edwards		
Signature:	/bfe/		
Date:	08/19/2005		
Total Attachments: 5 source=Royal Bank#page1.tif			

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TRADEMARK SECURITY AGREEMENT
(AAT Communications Corp.)

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is between AAT COMMUNICATIONS CORP., a New York corporation (the "Pledgor"), and ROYAL BANK OF CANADA, acting in its capacity as Administrative Agent (the "Administrative Agent") pursuant to that certain Second Lien Loan Agreement dated as of July 29, 2005 (as the same may be amended, restated, modified or supplemented from time to time, the "Loan Agreement") by and among the Pledgor, as the Borrower, the Lenders party thereto and the Administrative Agent.

R E C I T A L S:

A. The Pledgor and the Administrative Agent on behalf of the Secured Parties have entered into that certain Borrower Security Agreement, dated as of July 29, 2005 (as the same may be amended, restated, modified, or supplemented from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Pursuant to the terms of the Security Agreement, the Pledgor has granted to the Administrative Agent on behalf of the Secured Parties a lien and security interest in all Intangibles of the Pledgor, including, without limitation, all of the Pledgor's right, title, and interest in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by the Pledgor's trademarks, and trademark licenses, and all products and Proceeds thereof, to secure the payment of the Obligations (as defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor hereby grants to the Administrative Agent on behalf of the Secured Parties a lien and continuing security interest in all of the Pledgor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each trademark license (specifically excluding, however, any trademark license that by its terms would be defaulted by the granting of the security interest pursuant to this Agreement), including, without limitation, each trademark license listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Pledgor against third parties for past, present or future (a) infringement,

dilution or breach of any trademark, Trademark Registration, Trademark Application and trademark license, including, without limitation, any trademark, Trademark Registration and trademark license referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any trademark, Trademark Registration and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the Security Interest granted to the Administrative Agent on behalf of the Secured Parties pursuant to the Security Agreement.

The Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent on behalf of the Secured Parties with respect to the liens and security interests 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.

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IN WITNESS WHEREOF, the Pledgor has caused this Agreement to be duly executed by its duly Authorized Signatory as of the 29 day of July, 2005.

PLEDGOR:

AAT COMMUNICATIONS CORP.


By: Wendy Knudsen

Name: Wendy Knudsen, Esq.

Title: Senior Vice President, General
Counsel and ~~Assistant~~ Secretary

ADMINISTRATIVE AGENT:

ROYAL BANK OF CANADA

By: 
Name: David Wheatley
Title: Manager, Agency

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARKS

AAT Communications Corp. has no registered trademarks as of the Agreement Date, but has the following two pending trademark applications:

Owner: AAT Communications Corp.

Serial Number: 76580462

Registration Number: Pending

Mark:



(words only): AAT COMMUNICATIONS

Owner: AAT Communications Corp.

Serial Number: 76580463

Registration Number: Pending

Mark :

CONNECTING CUSTOMERS ... ONE SITE AT A TIME

(words only): CONNECTING CUSTOMERS...ONE SITE AT A TIME