

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
Infohighway Communications Corporation, as Grantor		08/26/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CapitalSource Finance LLC, as Secured Party		
Street Address:	4445 Willard Avenue		
Internal Address:	12th Floor		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2439955	INFOHIGHWAY	
CORRESPONDENCE DATA			
Fax Number:	(312)827-8185		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	trademarks@bellboyd.com		
Correspondent Name:	Bell, Boyd & Lloyd LLC		
Address Line 1:	P.O. Box 1135		
Address Line 4:	Chicago, ILLINOIS 60690-1135		
NAME OF SUBMITTER:	Michael L. Owen		
Signature:	/Michael Owen/		
Date:	09/02/2005		

CH \$40.00 2439955

Total Attachments: 7

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**TRADEMARK
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**ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This **ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN** (this "**Acknowledgement**"), dated as of August 26, 2005, is made by **INFOHIGHWAY COMMUNICATIONS CORPORATION**, a Delaware corporation ("**Grantor**") in favor of **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company, as administrative, payment and collateral agent for the Lenders from time to time party to the Loan Agreement described below (in such capacities, "**Secured Party**").

RECITALS:

A. Grantor, certain of its Affiliates, Secured Party and the other Lenders party thereto have entered into a certain Revolving Credit, Term Loan and Security Agreement of even date herewith (such Revolving Credit, Term Loan and Security Agreement, as the same now exists or hereafter may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time, hereinafter is referred to as the "**Loan Agreement**"), pursuant and subject to the terms and conditions of which the Lenders thereunder have agreed to make loans and other financial accommodations to Grantors, as borrowers thereunder.

B. Pursuant to the Loan Agreement, Grantors granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure their respective Obligations under the Loan Agreement.

C. One of the conditions precedent to the willingness of Secured Party and Lenders to execute and deliver the Loan Documents is that Grantors shall have executed and delivered this Acknowledgement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as an inducement to Secured Party and Lenders to enter into the Loan Documents, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Defined Terms. Capitalized terms used herein but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Loan Agreement, or, to the extent the same are not defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such acknowledgment as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

2. Grant of Security Interest in Intellectual Property Collateral. Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, hereby reaffirms its grant to Secured Party, for itself and the benefit of the Lenders, of a security interest in the Collateral, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, for itself and the benefit of the Lenders, and grants to Secured Party, for itself and the benefit of the Lenders, a lien

on and security interest in all of its right, title and interest in, to and under the following Collateral of Grantor (herein referred to as “**Intellectual Property Collateral**”):

(a) all of its Trademarks to which it is a party, including those referred to on Schedule I hereto, together with:

(i) all renewals, reissues, continuations or extensions of the foregoing;

(ii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iii) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark;

(b) all of its Copyrights to which it is a party, including those referred to on Schedule II hereto, together with:

(i) all renewals, reissues, continuations or extensions of the foregoing; and

(ii) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any such Copyright; and

(c) all of its Patents, including those referred to on Schedule III hereto, together with:

(i) all renewals, reissues, continuations or extensions of the foregoing; and

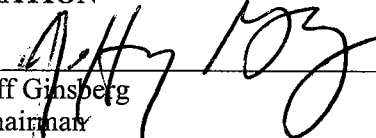
(ii) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any such Patent.

3. **Acknowledgement.** The security interests reaffirmed and granted herein are in conjunction with the security interests granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Loan Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Loan Agreement, the terms and conditions of the Loan Agreement shall govern.

IN WITNESS WHEREOF, Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

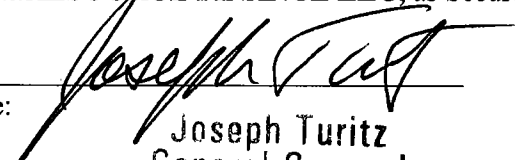
GRANTOR:

INFOHIGHWAY COMMUNICATIONS CORPORATION

By: 
Jeff Ginsberg
Chairman

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

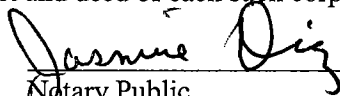
By: 
Name: Joseph Turitz
Title: General Counsel
Corporate Finance

ACKNOWLEDGEMENT OF GRANTOR

INFOHIGHWAY COMMUNICATIONS CORPORATION

STATE OF New York)
))
COUNTY OF New York)) ss:

On this 26th day of August, 2005 before me personally appeared Jeff Ginsberg, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of InfoHighway Communications Corporation, a Delaware corporation, who being by me duly sworn did depose and say that he is an authorized officer of such corporation, that such instrument was signed on behalf of such corporation as authorized by its board of directors or similar governing body and that he acknowledged such instrument to be the free act and deed of each such corporation.



Notary Public
My Commission Expires:

JASMINE DIAZ
Notary Public, State of New York
No. 01DI5080009
Qualified in Queens County
Commission Expires June 16, 2007

SCHEDULE I
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

FEDERAL REGISTRATION - MD ROUNDS, LLC				
MARK	COUNTRY/ STATE	APPLN NO/ DATE	REG. NO/ REG. DATE	STATUS
INFOHIGHWAY	USA	Filed Feb. 27, 1999	2439955	Registered

B. TRADEMARK APPLICATIONS

None.

SCHEDULE II
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
COPYRIGHT REGISTRATIONS

A. REGISTERED COPYRIGHTS

None.

B. COPYRIGHT APPLICATIONS

None.

SCHEDULE III
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
PATENT REGISTRATIONS

A. REGISTERED PATENTS

None.

B. PATENT APPLICATIONS

None.