TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LASALLE BUSINESS CREDIT, LLC		09/20/2005	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	HIBERNIA NATIONAL BANK
Street Address:	313 Carondelet Street
City:	New Orleans
State/Country:	LOUISIANA
Postal Code:	70130
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	76186467	SCROLL TECHNOLOGIES
Serial Number:	76185465	XSPEDIUS

CORRESPONDENCE DATA

Fax Number: (225)381-2016
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2252422126
Email: rwales@hibernia.com
Correspondent Name: Ross Wales
Address Line 1: 313 Carondelet Street
Address Line 2: Hibernia National Bank
Address Line 4: New Orleans, LOUISIANA 70130

NAME OF SUBMITTER:	ALLEN E. FREDERIC, III
Signature:	/ALLEN E. FREDERIC, III/
Date:	09/21/2005

OP $65.00 76186467

Total Attachments: 11
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ASSIGNMENT AND ACCEPTANCE

This Assignment and Acceptance (the "Assignment and Acceptance") is executed as of September 20, 2005, between Hibernia National Bank, a national banking association ("Assignee"), and LaSalle Business Credit, LLC, a Delaware limited liability company ("Assignor").

WITNESSETH:

WHEREAS, Assignor is party to that certain Loan and Security Agreement dated as of April 9, 2004, as such agreement has been amended by Amendment No.1 to Credit Agreement dated as of March 3, 2005 (collectively, the "Loan Agreement") among Assignor, Xspedius Communications, LLC, a Delaware limited liability company, having its principal place of business at 5555 Winghaven Boulevard, Suite 300, O'Fallon, Missouri 63366 ("Xspedius"), and each of the Subsidiaries of Xspedius set forth under the heading Borrowers on the signature pages thereto (collectively with Xspedius, the "Borrower"), and each of the Subsidiaries of Xspedius set forth under the heading Loan Parties on the signature pages thereto (the "Loan Parties").

WHEREAS, Assignor has agreed to assign all of its loans and other financial accommodations to Borrower, including Assignor's obligation to indemnify and/or reimburse LaSalle Bank National Association (the "Bank") for any draws on the Letters of Credit, pursuant to the Loan Agreement to Assignee and Assignee has agreed to accept such assignment;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Defined Terms

Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

2. Assignment and Assumption

Assignor hereby assigns to Assignee, without recourse, representation or warranty (other than as expressly provided herein), all of Assignor's right, title, interest, obligations and duties arising under the Loan Agreement and the Other Agreements (including the Intercreditor Agreement) (collectively, the "Loan Documents") with respect to the Loans and Letters of Credit made available to Borrower. Assignee hereby (a) accepts such assignment, (b) agrees to comply with and be bound by, as lender thereunder, all of the terms, provisions and conditions contained in each of the Loan Documents and (c) assumes and agrees to perform all of the obligations and duties of the Assignor under each of the Loan Documents.

Upon the Assignment Effective Date (as defined below), all obligations of Assignor to Borrower or any Loan Party shall terminate. Notwithstanding the foregoing, in no event shall Assignor be deemed to have assigned any of its rights or interests under Section 18 of the Loan Agreement (Indemnification), its right to any other reimbursement of costs and expenses in

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respect of the period prior to the Assignment Effective Date, or its rights or interests under the Cash Collateral Agreement (referred to below).

3. Payments on Assignment Effective Date

In consideration of the assignment by Assignor to Assignee pursuant to this Assignment and Acceptance, Assignee agrees (a) to pay to Assignor on or prior to the Assignment Effective Date an amount specified by Assignor in writing on or prior to the Assignment Effective Date which represents the principal amount of amount of Loans to Borrower outstanding on the Assignment Effective Date together with all accrued and unpaid interest thereon and (b) to pay to Assignor all unpaid fees and expenses of the Assignor under any of the Loan Documents (including, without limitation, fees and disbursements of McDermott Will & Emery LLP, counsel to the Assignor, in the amount of $25,000).

4. Effectiveness

This Assignment and Acceptance shall become effective (the "Assignment Effective Date") upon receipt by Assignor and Assignee of each of the following, each appropriately completed and duly executed as required and otherwise in form and substance satisfactory to each of Assignor and Assignee:

(a) this Assignment and Acceptance;

(b) the Cash Collateral Agreement in the form attached hereto as Exhibit A (the "Cash Collateral Agreement") and evidence of the funding of all cash collateral as contemplated thereby;

(c) the Notice of Assignment, Joinder & Acceptance in the form attached hereto as Exhibit B; and

(d) the "Deposit Account Control Agreement" (as defined in the Cash Collateral Agreement).

5. Representations and Warranties

(a) Each of Assignor and Assignee represents and warrants to the other party as follows:

(i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Acceptance and to fulfill its obligations under, and to consummate the transactions contemplated by, this Assignment and Acceptance;

(ii) the making and performance by it of this Assignment and Acceptance and all documents required to be executed and delivered by it hereunder do not and will not violate any law or regulation of the jurisdiction of its incorporation or any other law or regulation applicable to it;

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(iii) this Assignment and Acceptance has been duly executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally and by general equity principles; and

(iv) all approvals, authorizations, or other actions by, or filing with, any governmental authority necessary for the validity or enforceability of its obligations under this Assignment and Acceptance have been obtained.

(b) Assignor hereby represents and warrants to Assignee that:

(i) Assignor is the sole legal and beneficial owner of the Loans free and clear of any and all security interests, liens, claims and other encumbrances of any kind or nature whatsoever and Assignor has not heretofore assigned, participated or otherwise transferred to any person or entity any of its rights or interest in, to or under any of the Loans or any of the Loan Documents;

(ii) as of the date hereof, the aggregate unpaid principal balance of the outstanding Loans is $0 and the amount of accrued and unpaid interest with respect to the Loans is $0.07;

(iii) as of the date hereof, the aggregate undrawn face amount of the outstanding Letters of Credit is $5,876,740.39 and the aggregate unreimbursed amount of all drawn Letters of Credit is $0;

(iv) as of the date hereof, the aggregate amount of unpaid unused line fees, letter of credit fees and other fees, costs and expenses owed by the Borrower to Assignor is $48,734.29; and

(v) Assignor has no actual knowledge of any existing defaults or events of default under any of the Loan Documents other than the Specified Defaults.

(c) Assignor makes no representations or warranties, express or implied, and shall have no obligation or responsibility whatsoever with respect to:

(i) the completeness, genuineness, legality, validity, binding effect and/or enforceability of any of the Loans or any of the Loan Documents;

(ii) the financial condition of any Borrower, any Loan Party and/or any other Obligor;

(iii) the creation, attachment, perfection and/or priority of any security interest, lien, mortgage or other encumbrance purported to be created by any of the Loan Documents; and/or

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(iv) the collectibility of any amount purportedly due under or in respect of any of the Loans and/or any of the Loan Documents.

6. Independent Examination; Acknowledgement of Existing Defaults. Assignee hereby acknowledges and agrees that:

(a) Assignee has had the opportunity to review and inspect the Loan Documents and to ask any questions and to obtain any information available to Assignor relating to the Loans and the Loan Documents;

(b) Assignee has had the opportunity to make its own independent investigation and appraise all of the facts and circumstances relevant to determine the creditworthiness and financial affairs of the Borrower, the Loan Parties and the other Obligors and with respect to any collateral purporting to be encumbered by any of the Loan Documents;

(c) Assignee has been advised that the following defaults and/or events of default have occurred and are continuing under the Loan Documents and Assignee acknowledges the existence of the same: any defaults or events of default under any of the Loan Documents caused by or arising out of:

(i) the failure of the Borrower to deliver to Assignor the annual audited consolidated financial statements of the Borrower for the fiscal year of the Borrower ended December 31, 2004, on or before March 31, 2005, as required by Section 9(c) of the Loan Agreement;

(ii) the failure of the Borrower to deliver to Assignor the monthly reports of the Borrower for the fiscal months of the Borrower ended July 31, 2005 and August 31, 2005, on or before fifteen (15) days after the end of each such fiscal month, as required by Section 9(b) of the Loan Agreement

(iii) the failure of the Borrower to deliver to Assignor the monthly financial statements of the Borrower for the fiscal month of the Borrower ended June 30, 2005, on or before July 30, 2005, as required by Section 9(c) of the Loan Agreement;

(iv) the failure of the Borrower to deliver to Assignor the monthly financial statements of the Borrower for the fiscal month of the Borrower ended July 31, 2005, on or before August 30, 2005, as required by Section 9(c) of the Loan Agreement;

(v) the failure of the monthly financial statements of the Borrower for the fiscal month of the Borrower ended June 30, 2005, to certified by the Chief Financial Officer of the Borrower as required by Section 9(c) of the Loan Agreement;

(vi) the failure of the monthly financial statements of the Borrower for the fiscal month of the Borrower ended July 31, 2005, to certified by the Chief Financial Officer of the Borrower as required by Section 9(c) of the Loan Agreement;

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(vii) the failure of the Borrower to deliver to Assignor the compliance certificates required by Section 9(c) of the Loan Agreement with respect to the annual audited consolidated financial statements of the Borrower for the fiscal year of the Borrower ended December 31, 2004, the monthly financial statements of the Borrower for the fiscal month of the Borrower ended June 30, 2005, and the monthly financial statements of the Borrower for the fiscal month of the Borrowers ended July 31, 2005;

(viii) the failure of the Borrower to have Consolidated EBITDA of at least $18,100,000 for the Computation Period ended June 30, 2005 as required by Section 14(a) of the Loan Agreement;

(ix) the termination of Mark Senda, as the Chief Executive Officer of the Company;

(x) any defaults or events of default now existing under the Term Loan Agreement; and/or

(xi) the failure of the Borrower to have timely notified Assignor of any one or more of the other Specified Defaults as required by Section 12(b)(vii) of the Loan Agreement (collectively, the "Specified Defaults"); and

(d) the Assignee expressly agrees that, except as set forth in Section 5(b) above, it is not relying on any oral or written representation or warranty, express or implied, relating to the validity, completeness, enforceability, collectibility, legality, genuineness or other status of any of the obligations evidenced by the Loan Documents.

7. Further Assurances.

Assignor and the Assignee hereby agree to execute and deliver such other instruments, and take such other actions, as either party may reasonably request in connection with the transactions contemplated by this Agreement.

8. Miscellaneous

(a) Assignor shall not be responsible to Assignee for the execution (by any party other than Assignor), effectiveness, genuineness, validity, enforceability, collectibility or sufficiency of the Loan Agreement, the Other Agreements or any of the agreements, documents or instruments executed and/or delivered in connection therewith (collectively, the "Loan Documents") or for any representations, warranties, recitals or statements made therein or in any written or oral statement or in any financial or other statements, instruments, reports, certificates or any other documents made or furnished or made available by Assignor to Assignee or by or on behalf of Borrower or any other person obligated under the Loan Documents (collectively, the "Credit Parties") to Assignor or Assignee in connection with the Loan Documents and the transactions contemplated thereby. Except as otherwise set forth in the Loan Agreement, Assignor shall not be required to ascertain or inquire as to the performance or observance of any of the terms, conditions, provisions, covenants or agreements contained in any of the Loan

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Documents or as to the use of the proceeds of the Loans or as to the existence or possible existence of any default (matured or unmatured) under the Loan Documents.

(b) Assignee (x) agrees that it will perform all of the obligations which by the terms of the Loan Agreement or any of the other Loan Documents are required to be performed by it as the assignee of Assignor and (y) represents that it is either (i) a national banking association or (ii) entitled to complete exemption from United States withholding tax imposed on or with respect to any payments to be made to it pursuant to the Loan Agreement.

(c) ANY DISPUTE BETWEEN ASSIGNOR AND ASSIGNEE ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS ASSIGNMENT AND ACCEPTANCE AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS AND NOT THE CONFLICTS OF LAW PROVISIONS OF THE STATE OF ILLINOIS.

(d) No term or provision of this Assignment and Acceptance may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the parties to this Assignment and Acceptance.

(e) This Assignment and Acceptance may be executed in one or more counterparts (including facsimile counterparts), each of which shall be an original but all of which, taken together, shall constitute one and the same instrument.

(f) All payments hereunder or in connection herewith shall be made in U.S. dollars and in immediately available funds, payable to the account of Assignor at its office as designated in the Loan Agreement.

(g) This Assignment and Acceptance shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither of the parties hereto may assign or transfer any of its rights or obligations under this Assignment and Acceptance without the prior consent of the other party. The preceding sentence shall not limit the right of Assignee to assign all or part of any outstanding Loans assigned under this Assignment and Acceptance in the manner contemplated by the Loan Agreement.

(h) All representations and warranties made herein and indemnities provided for herein shall survive the consummation of the transactions contemplated hereby.

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Acceptance as the date first above written.

LaSalle Business Credit, LLC,
as Assignor

By_____
Its_____

Hibernia National Bank,
as Assignee

By_____
Its_____

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Acceptance as the date first above written.

LaSalle Business Credit, LLC,
as Assignor

By _____
Its Vice President

Hibernia National Bank,
as Assignee

By _____
Its _____

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Acceptance as the date first above written.

LaSalle Business Credit, LLC,
as Assignor

By_____
Its_____

Hibernia National Bank,
as Assignee

By_____
Its Vice President

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Exhibit A

Cash Collateral Agreement

(Attached.)

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Exhibit B

Notice of Assignment, Joinder & Acceptance

(Attached.)

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RECORDED: 09/21/2005

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