

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |                    |
|-----------------------|--------------------|
| SUBMISSION TYPE:      | NEW ASSIGNMENT     |
| NATURE OF CONVEYANCE: | Security Agreement |

**CONVEYING PARTY DATA**

| Name         | Formerly | Execution Date | Entity Type           |
|--------------|----------|----------------|-----------------------|
| US LEC CORP. |          | 10/25/2005     | CORPORATION: DELAWARE |

**RECEIVING PARTY DATA**

|                 |                                     |
|-----------------|-------------------------------------|
| Name:           | Wachovia Bank, National Association |
| Street Address: | 301 South College Street            |
| City:           | Charlotte                           |
| State/Country:  | NORTH CAROLINA                      |
| Postal Code:    | 28288                               |
| Entity Type:    | Association: UNITED STATES          |

**PROPERTY NUMBERS Total: 31**

| Property Type        | Number   | Word Mark                         |
|----------------------|----------|-----------------------------------|
| Registration Number: | 2903556  | US LEC                            |
| Registration Number: | 2364825  | US LEC                            |
| Registration Number: | 2093853  | US LEC                            |
| Registration Number: | 2362524  | THE COMPETITIVE TELEPHONE COMPANY |
| Registration Number: | 2966259  | US LEC VOICE / DATA / INTERNET    |
| Serial Number:       | 78260602 | NOT BIGGER, JUST BETTER           |
| Registration Number: | 2213670  | FASTNET                           |
| Registration Number: | 2463344  | FAST.NET                          |
| Registration Number: | 2212720  |                                   |
| Registration Number: | 2398712  | ALLEVIATE                         |
| Registration Number: | 2400984  | ALLEVI@TE                         |
| Registration Number: | 2395483  | HOSTME!                           |
| Registration Number: | 2436464  | 1 2 3 HOSTME!                     |
| Registration Number: | 2463404  | 1 2 3 HOSTME!                     |

CH \$790.00 2903556

|                      |          |   |
|----------------------|----------|---|
| Serial Number:       | 75807762 | INTERNET UNLIMITED                          |
| Registration Number: | 2548577  | TOTAL MANAGED SECURITY                      |
| Registration Number: | 2423061  | CC/VPN                                      |
| Registration Number: | 2436570  | CNF   |
| Registration Number: | 2401122  | CUSTOMER NETWORK FACILITY                   |
| Registration Number: | 2401121  | CUSTOMER CONTROLLED VIRTUAL PRIVATE NETWORK |
| Registration Number: | 2432426  | 1-888-321-FAST                              |
| Registration Number: | 2514499  | TMS   |
| Registration Number: | 2492283  | GET@YES                                     |
| Registration Number: | 2581588  | FASTNET                                     |
| Serial Number:       | 78633170 | DYNAMIC T                                   |
| Serial Number:       | 78533420 | DYNAMIC T                                   |
| Registration Number: | 2614497  |   |
| Registration Number: | 2966275  | US LEC                                      |
| Serial Number:       | 78975663 | US LEC VOICE / DATA / INTERNET              |
| Serial Number:       | 78633176 | THE CONNECTION YOU KEEP                     |
| Registration Number: | 2136830  | SUPERLINK                                   |

**CORRESPONDENCE DATA**

Fax Number: (866)459-2899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 202-783-2700  
Email: pagodoa@federalresearch.com  
Correspondent Name: CBCInnovis dba Federal Research  
Address Line 1: 1023 Fifteenth Street, NW, Suite 401  
Address Line 2: attn: Penelope J.A. Agodoa  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

|                         |                      |
|-------------------------|----------------------|
| ATTORNEY DOCKET NUMBER: | 343901               |
| NAME OF SUBMITTER:      | Penelope J.A. Agodoa |
| Signature:              | /pja/                |
| Date:                   | 11/02/2005           |

Total Attachments: 27  
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**EXHIBIT A**

| <u>Mark</u>                                    | <u>Registration No.</u> | <u>Application/Serial No.</u> |
|--|-------------------------|-------------------------------|
| US LEC   | 2,903,556               |                               |
| US LEC and Design1                             | 2,364,825               |                               |
| US LEC   | 2,093,853               |                               |
| THE COMPETITIVE                                | 2,362,524               |                               |
| US LEC VOICE/DATA/INTERNET                     | 2,966,259               |                               |
| NOT BIGGER JUST BETTER                         |                         | 78/260,602                    |
| FASTNET  | 2,213,670               | 75/164,892                    |
| FASTNET  | 2,463,344               | 75/768,329                    |
| SEE LOGO BELOW3                                | 2,212,720               | 75/365,488                    |
| ALLEVIATE                                      | 2,398,712               | 75/717,858                    |
| ALLEVI@TE                                      | 2,400,984               | 75/717/867                    |
| HOSTME!  | 2,395,483               | 75/767,218                    |
| 123 HOSTME!                                    | 2,436,464               | 75/767,216                    |
| 123 HOSTME!                                    | 2,463,404               | 75/802,162                    |
| INTERNET UNLIMITED4                            |                         | 75/807,762                    |
| TOTAL MANAGED SECURITY                         | 2,548,577               | 76/029,706                    |
| CC/VPN   | 2,423,061               | 75/807,766                    |
| CNF  | 2,436,570               | 75/807,767                    |
| CUSTOMER NETWORK FACILITY                      | 2,401,122               | 75/807,774                    |
| CUSTOMER CONTROLLED VIRTUAL<br>PRIVATE NETWORK | 2,401,121               | 75/807,722                    |
| 1-888-321-FAST                                 | 2,432,426               | 76/029,362                    |
| TMS  | 2,514,499               | 76/029,367                    |
| GET@YES  | 2,492,283               | 76/062,457                    |
| FASTNET  | 2,581,588               | 76/207,854                    |
| DYNAMIC T5                                     |                         | 78/633,170                    |
| DYNAMIC T6                                     |                         | 78/533,420                    |
| MISCELLANEOUS DESIGN (3<br>INVERTED SWOOSHES)  | 2,614,497               |                               |
| US LEC   | 2,966,275               |                               |
| US LEC VOICE/DATA/INTERNET9                    |                         | 78/975,663                    |
| THE CONNECTION YOU KEEP10                      |                         | 78/633,176                    |
| SUPERLINK                                      | 2,136,830               | 75/179,081                    |

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated Oct 25, 2005, is by US LEC CORP., a Delaware corporation ("Debtor"), with its principal office at 6801 Morrison Boulevard, Charlotte, North Carolina 28211, to and in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, a National Banking Association ("Secured Party"), having an office at 301 South College Street, Charlotte, NC 28288-0479, pursuant to the Loan Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, except as set forth on the attached Exhibit A, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Debtor, certain affiliates of Debtor (together with Debtor, each individually a "Borrower" and, collectively, "Borrowers") and Secured Party have entered into or are about to enter into financing arrangements pursuant to which Secured Party may make loans and advances and provide other financial accommodations to Debtor as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Debtor, certain affiliates of Debtor and Secured Party (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Secured Party to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Borrowers pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST. As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, trade names, trade styles and service marks and all applications, registrations and

recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto, if any, throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all of the Obligations, as such term is defined in the Loan Agreement.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) Except as set forth on the attached Exhibit A, all of the existing Collateral is valid and subsisting in full force and effect, and to the best of Debtor's knowledge, Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and, except as set forth on the attached Exhibit A and permitted in clause (i) below, to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(c) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge,

hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested in good faith at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Borrower, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) In the event Debtor shall file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, Debtor shall provide Secured Party with written notice of such action as soon as practicable but in no event later than 30 days after such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State

thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in such Trademark in favor of Secured Party.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable; provided, that, Debtor may, after written notice to Secured Party, abandon, cancel, not renew or otherwise not maintain a Trademark so long as (i) such Trademark is no longer used or useful in the business of Debtor or any of its affiliates or subsidiaries, (ii) such Trademark has not been used in the business of Debtor or any of its affiliates or subsidiaries for a period of six (6) consecutive months, (iii) such Trademark is not otherwise material to the business of Debtor or any of its affiliates or subsidiaries in any respect, (iv) such Trademark has little or no value, and (v) no Event of Default (as hereinafter defined) shall exist or have occurred and be continuing as of such time. Debtor shall promptly notify Secured Party if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) To the best of Debtor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from Debtor's use of the Trademarks and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by



Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

4. EVENTS OF DEFAULT The occurrence or existence of any Event of Default under the Loan Agreement is referred to herein individually as an "Event of Default" and collectively as "Events of Default".

5. RIGHTS AND REMEDIES At any time an Event of Default exists or has occurred and is continuing, and after notice to Pledgor, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for

filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses. Debtor agrees that Secured Party has no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all reasonable legal, travel and other reasonable expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of North Carolina without regard to principals of conflicts of laws, but excluding any rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of North Carolina.

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Superior Court of North Carolina, Mecklenburg County and United States District Court for the Western District of North Carolina and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected or related or incidental to the dealings of Debtor and Secured Party in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above

(except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

## 7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of

receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor: US LEC Corp.  
6801 Morrison Boulevard  
Charlotte, North Carolina 28211  
Attention: Tom Gooley  
Telephone No.: (704) 319-1133  
Telecopy No.:(704) 602-1133

If to Secured Party: Wachovia Bank, National Association  
301 South College Street  
NC 0479, 18th Floor  
Charlotte, NC 28288-0479  
Attention: Andrew Gale  
Telephone No.: (704) 374-2607  
Telecopy No.: (704) 374-2703

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor and Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its respective successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and

enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

(i) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

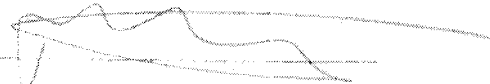
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IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

US LEC CORP.

By: \_\_\_\_\_

Title: \_\_\_\_\_

  
Vice President

WACHOVIA BANK, NATIONAL  
ASSOCIATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

US LEC CORP.

By: \_\_\_\_\_

Title: \_\_\_\_\_

WACHOVIA BANK, NATIONAL  
ASSOCIATION

By: Andrew Gale

Title: VICEX PRESIDENT

STATE OF DC )  
 ) ss:  
COUNTY OF Washington )

On the 27 day of October, 2005, before me personally came Thomas R. Gooley, to me known, who being by me duly sworn, did depose, acknowledge and say that he/she is the Vice President of US LIC CORP., the corporation which executed the foregoing instrument and that he/she signed his/her name thereto by order of the board of directors of such corporation.

[Signature]  
Notary Public  
Comm. Exp: 3/4/09

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of October, 2005, before me personally came \_\_\_\_\_, to me known, who, being duly sworn, did depose and say, that he/she is the \_\_\_\_\_ of WACHOVIA BANK, NATIONAL ASSOCIATION, the corporation described in and which executed the foregoing instrument and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

\_\_\_\_\_  
Notary Public



STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of October, 2005, before me personally came \_\_\_\_\_, to me known, who being by me duly sworn, did depose, acknowledge and say that he/she is the \_\_\_\_\_ of US LEC CORP., the corporation which executed the foregoing instrument and that he/she signed his/her name thereto by order of the board of directors of such corporation.

\_\_\_\_\_  
Notary Public

STATE OF NC )  
 ) ss.:  
COUNTY OF Mcclellenburg )

On this 19<sup>th</sup> day of October, 2005, before me personally came Andrew Ball, to me known, who, being duly sworn, did depose and say, that he is the Vice President of WACHOVIA BANK, NATIONAL ASSOCIATION, the corporation described in and which executed the foregoing instrument and that he signed his name thereto by order of the Board of Directors of said corporation.

My Commission expires Leslie K. Taylor  
Notary Public

July 28, 2009

EXHIBIT A  
TO  
TRADEMARK SECURITY AGREEMENT  
LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

EXHIBIT A  
TO TRADEMARK SECURITY AGREEMENT  
LIST OF REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

| Mark  | Description of Mark                                    | Goods or Services  | Register        | Owner of Record | Application/Registration Number | Filing/Issuance Date | Expiration Date (if applicable) | Next Action Required                                     |
|---|--|--|-----------------|-----------------|---------------------------------|----------------------|---------------------------------|--|
| US LEC ("LEC" Disclaimed)                     | Word mark  | Telecommunications services, namely, local exchange services, exchange access services, interstate long distance services, international long distance services, network conferencing services, providing multiple user dial-up and dedicated access to the Internet, providing frame relay connectivity services for data transfer, electronic mail services, electronic transfer of messages and data. Class 38. | US/Principal    | US LEC Corp.    | Registration No. 2,903,556      | 11/16/2004           | 11/16/2014                      | Sections 8 and 15 due 11/16/2010                         |
| US LEC and Design ("US" and "LEC" Disclaimed) | US LEC superimposed on triangle and curved bar design. | Printed matter, namely, instruction manuals, telephone number directories, and reference cards for use with telecommunications services; and non-magnetic telephone calling cards. Class 16.   | US/Principal    | US LEC CORP     | Reg. No. 2,364,825              | July 4, 2000         | July 4, 2010                    | 6/18/04- No longer in use, allow registration to cancel. |
| US LEC ("LEC" Disclaimed)                     | Word mark.   | Telecommunications services, namely, local exchange services, exchange access services, intrastate long distance services, interstate long distance services, international long distance services, and dedicated point-to-point services. Class 38.   | US/Supplemental | US LEC CORP     | Reg. No. 2,093,853              | September 2, 1997    | September 2, 2007               | Renewal Date - 9-2-2007                                  |
| THE COMPETITIVE                               | Word mark.   | Printed matter, namely, instruction  | US/Principal    | US LEC CORP     | Reg. No. 2,362,524              | June 27, 2000        | June 27, 2010                   | Affidavit of Use- June                                   |

1 Mark is no longer in use. Will allow registration to cancel.  
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|  |            |  |              |              |   |                                    |                       |  |
|--|------------|--|--------------|--------------|---|------------------------------------|-----------------------|--|
| TELEPHONE COMPANY2   |            | manuals, telephone number directories, and reference cards for use with telecommunications services; and non-magnetic telephone calling cards. Class 16.   |              |              |   |                                    |                       | 27, 2006                                 |
| US LEC VOICE / DATA / INTERNET ("LEC" and "VOICE/DATA/INTERNET")<br>Disclaimed | Word mark. | Hosting the web sites of others on a computer server for a global computer network. Class 42.<br><br>Monitoring of computer systems for security purposes. Class 45.   | US/Principal | US LEC CORP  | Reg. No. 2,966,259                      | July 12, 2005                      | July 12, 2015         | Section 8 and 15 Affidavit due 7/12/2011 |
| NOT BIGGER JUST BETTER   | Word mark  | Telephone calling card services. Class 36.<br><br>Telecommunications services, namely local exchange services, exchange access services, intrastate long distance services, interstate long distance services, international long distance services, network conferencing services, providing multiple user dial-up and dedicated access to the Internet, providing frame relay connectivity services for data transfer, electronic mail services, electronic transmission of messages and data. Class 38.<br><br>Hosting the web sites of others on a computer server for a global computer network. Class 42.<br><br>Monitoring of computer systems for security purposes. Class 45. | US/Principal | US LEC CORP  | Appl. Serial No. 78/260,602             | June 10, 2003                      | Renewal due 4/20/2014 | Section 8 & 15 Affidavit due 4/20/10     |
| FASTNET  | Word mark. | IC 42 - providing multiple-user access to a global computer information network for the transfer and dissemination of a  | US/Principal | US LEC Corp. | Reg. No. 2,213,670, registered 12/29/98 | Ser. No. 75/164,892, filed 9/12/96 | Renewal due 12/29/08  | Renewal Date 12/29/2008                  |

2 Mark no longer in use. Will allow registration to cancel.  
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|                |   |   |                      |              |   |                                    |                                 |                                      |
|----------------|---|---|----------------------|--------------|---|------------------------------------|---------------------------------|--------------------------------------|
|                |   | wide range of information; maintaining web sites for others   |                      |              |   |                                    |                                 |                                      |
| EAST.NET       | Word mark   | IC 38 – providing multiple-user access to a global computer information network for the transfer and dissemination of a wide range of information<br>IC 42 - maintaining web sites for others; registration of domain names for the identification of users on a global computer network  | US/Principal         | US LEC Corp. | Reg. No. 2,463,344, registered 6/26/01  | Ser. No. 75/768,329, filed 7/28/99 | Renewal due 6/26/11             | Section 8&15 Affidavit due 6/26/07;  |
| EAST.NET       | Word mark   | IC 42 - Providing multiple-user access to a global computer information network for the transfer and dissemination of a wide range of information; maintaining web-sites for others, namely, redesigning web-sites on behalf of others, up-dating web-sites on behalf of others and providing/hosting web-sites on behalf of others | Canadian IP Registry | US LEC Corp. | Reg. No. 531033, registered 8/10/00     | App. No. 843242 filed 4/24/97      | Registered, Renewal due 8/10/15 | Renewal Date – 9/10/2015             |
| SEE LOGO BELOW | Series of three bars curved to the right.<br>Design Code 26-17-09 | IC 38 – electronic transmission of data and documents via computer terminals<br>IC 42 - Providing multiple-user access to a global computer information network for the transfer and dissemination of a wide range of information; maintaining web sites for others   | US/Principal         | US LEC Corp. | Reg. No. 2,212,720, registered 12/22/98 | Ser. No. 75/365,488, filed 9/30/97 | Renewal due 12/22/08            | Renewal Date – 12/22/2008.           |
| ALLEVIA TE     | Word mark   | IC 42 – spam filtering on a global computer information network, namely, filtering of unwanted electronic mail messages on a global computer information network  | US/Principal         | US LEC Corp. | Reg. No. 2,398,712 registered 10/24/00  | Ser. No. 75/717,858, filed 6/1/99  | Renewal due 10/24/10            | Section 8&15 Affidavit due 10/24/06; |
| ALLEVI@TE      | Word mark   | IC 42 – spam filtering on a global computer information network, namely, filtering of unwanted electronic mail messages on a global computer  | US/Principal         | US LEC Corp. | Reg. No. 2,400,984, registered 10/31/00 | Ser. No. 75/717,867, filed 6/1/99  | Renewal due 10/31/10            | Section 8&15 Affidavit due 10/31/06; |

3 Logo shown at end of table.  
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|                           |  |  |                 |              |  |                                    |                      |   |
|---------------------------|--|--|-----------------|--------------|--|------------------------------------|----------------------|---|
| HOSTME!                   | Word mark.                               | IC 38 - providing multiple-user access to a global computer information network for the transfer and dissemination of a wide range of information<br>IC 42 - maintaining web sites for others; registration of domain names for the identification of users on a global computer network | US/Principal    | US LEC Corp. | Reg. No. 2,395,483, registered 10/17/00                        | Ser. No. 75/767,218, filed 8/3/99  | Renewal due 10/17/10 | Section 8&15 Affidavit due 10/17/06,  |
| 123 HOSTME!<br>(Stylized) | Word mark.<br>With "11" in stylized form | IC 42 - maintaining web sites for others; registration of domain names for the identification of users on a global computer network  | US/Principal    | US LEC Corp. | Reg. No. 2,436,464, registered 3/20/01                         | Ser. No. 75/767,216, filed 8/3/99  | Renewal due 3/20/11  | Section 8&15 Affidavit due 3/20/07;   |
| 123HOSTME!                | Word mark.                               | IC 42 - maintaining web sites for others; registration of domain names for the identification of users on a global computer network  | US/Principal    | US LEC Corp. | Reg. No. 2,463,404, registered 6/26/01                         | Ser. No. 75/802,162, filed 9/17/99 | Renewal due 6/26/11  | Section 8&15 Affidavit due 6/26/07;   |
| INTERNET<br>UNLIMITED     | Word mark.                               | IC 38 - providing multiple-user access to a global computer information network for the transfer and dissemination of a wide range of information<br>IC 42 - maintaining web sites for others; registration of domain names for the identification of users on a global computer network | US/Principal    | US LEC Corp. | N/A  | Ser. No. 75/807,762, filed 9/24/99 | N/A                  | Suspended pending disposition of cited Application Nos. 75/723,673 and 75/752,423 |
| TOTAL MANAGED<br>SECURITY | Word mark.                               | IC 9 - computer software, namely, firewall software  | US/Supplemental | US LEC Corp. | Reg. No. 2,548,577, registered 3/12/02 (Supplemental Register) | Ser. No. 76/029,706, filed 4/19/00 | Renewal due 3/12/12  | Section 8 Affidavit due 3/12/08;  |
| CC/VPN                    | Word mark.                               | IC 38 - providing multiple-user access to a global computer information network for the transfer and dissemination of a wide range of information  | US/Principal    | US LEC Corp. | Reg. No. 2,423,061, registered 1/23/01                         | Ser. No. 75/807,766, filed 9/24/99 | Renewal due 1/23/11  | Section 8&15 Affidavit due 1/23/07  |
| CNF                       | Word mark.                               | IC 38 - providing multiple-user access to a global computer  | US/Principal    | US LEC Corp. | Reg. No. 2,436,570, registered 3/20/01                         | Ser. No. 75/807,767, filed         | Renewal due 3/20/11  | Section 8&15 Affidavit  |

4 Application is currently suspended. Cited marks have been either abandoned or registered. Ultimately, an office action will be issued citing the registered mark (Registration No. 2,785,225) as the basis for refusal of registration of this mark. At that time, the recommended action will be to abandon the application and terminate any remaining use of the mark.

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|   |            |   |                                    |              |   |  |                      |                                    |
|---|------------|---|------------------------------------|--------------|---|--|----------------------|------------------------------------|
|   |            | information network for the transfer and dissemination of a wide range of information<br>IC 42 - maintaining web sites for others   |                                    |              |   | 9/24/99  |                      | due 3/20/07.                       |
| CUSTOMER NETWORK FACILITY (NETWORK FACILITY Disclaimed) | Word mark. | IC 38 - providing multiple-user access to a global computer information network for the transfer and dissemination of a wide range of information   | US/Supplemental                    | US LEC Corp. | Reg. No. 2,401,122, registered 10/31/00                         | Ser. No. 75/807,774, filed 9/24/99 (Supplemental Register) | Renewal due 10/31/10 | Section 8 Affidavit due 10/31/06   |
| CUSTOMER CONTROLLED VIRTUAL PRIVATE NETWORK             | Word mark. | IC 38 - providing multiple-user access to a global computer information network for the transfer and dissemination of a wide range of information   | US/Supplemental                    | US LEC Corp. | Reg. No. 2,401,121, registered 10/31/00 (Supplemental Register) | Ser. No. 75/807,772, filed 9/24/99                         | Renewal due 10/31/10 | Section 8 Affidavit due 10/31/06   |
| FASTNET   | Word mark. | IC 42 - providing multiple-user access to a global computer information network for the transfer and dissemination of a wide range of information, maintaining web sites for others; domain name registration | Community Trademark-European Union | US LEC Corp. | Reg. No. 1509603, registered 5/3/01                             | App. No. 1509603, filed 2/16/00                            | Renewal due 2/16/10  | Renewal due 2/16/10                |
| 1-888-321-FAST  | Word mark. | IC 38 - providing multiple-user access to a global computer information network for the transfer and dissemination of a wide range of information   | US/Supplemental                    | US LEC Corp. | Reg. No. 2,432,425, registered 2/27/01                          | Ser. No. 76/029,362, filed 4/19/00                         | Renewal due 2/27/11  | Section 8 Affidavit due 2/27/07    |
| TMS   | Word mark. | IC 9 - computer software, namely, firewall software and network security system software  | US/Principal                       | US LEC Corp. | Reg. No. 2,514,499, registered 12/4/01                          | Ser. No. 76/029,367, filed 4/19/00                         | Renewal due 12/4/11  | Section 8&15 Affidavit due 12/4/07 |
| FASTNET   | Word mark. | IC 42 - providing multiple-user access to a global computer information network for the transfer and dissemination of a wide range of information, maintaining web-sites for others; domain name registration | Mexico IP Registry                 | US LEC Corp. | Reg. No. 670131, registered 8/30/2000.                          | App. No. 425331, filed 5/15/00                             | Renewal due 5/15/10  | Renewal Due 5/15/10                |
| FASTNET and Design                                      | Word mark. | IC 42 - providing multiple-user access to a global computer information network for the transfer and dissemination of a wide range of information, maintaining web-sites                                      | Mexico IP Registry                 | US LEC Corp. | Reg. No. 683050, registered 1/24/01                             | App. No. 425332, filed 5/15/00                             | Renewal due 5/15/10  | Renewal due 5/15/10                |

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|            |           |   |                      |                        |  |                                   |                     |                                     |
|------------|-----------|---|----------------------|------------------------|--|-----------------------------------|---------------------|-------------------------------------|
|            |           | for others; domain name registration  |                      |                        |  |                                   |                     |                                     |
| GET@YES    | Word mark | IC 38 - providing multiple-user access to a global computer information network for the transfer and dissemination of a wide range of information<br>IC 42 - maintaining web sites for others; registration of domain names for the identification of users on a global computer network  | US/Principal         | US LEC Corp.           | Reg. No. 2,492,283, registered 9/25/01 | Ser. No. 76/062,457, filed 6/5/00 | Renewal due 9/25/11 | Section 8&15 Affidavit due 9/25/07  |
| FASTNET    | Word mark | IC 35 - business consultation in the fields of business related Internet solutions, computer web page design, dedicated and redundant high-balance IP circuits, web hosting, co-location, security services, and personal dial-up Internet access, business planning in field of business networking; computerized database management<br>IC 38 - electronic transmission of messages, data and documents via computer terminals<br>IC 42; computer consultation; computer programming for others; computer site designer; registration of domain names for the identification of users on the Internet | US/Principal         | US LEC Corp.           | Reg. No. 2,581,588, registered 6/18/02 | Ser. No. 76/207,854, filed 2/9/01 | Renewal due 6/18/12 | Section 8&15 Affidavit due 6/18/08; |
| MEGAPOP    | Word mark | Computer services namely, providing multiple-user access to a global computer information network for the transfer and dissemination of a wide range of information.  | Canadian IP Registry | US LEC Acquisition Co. | Registration # TMA 606,096             | 3/23/2004                         | 3/23/2019           | Renewal 3/23/2019                   |
| MEGAPOP    | Word mark | Computer services providing point of presence access to multiple Internet service providers.  | European Union       | US LEC Acquisition Co. | Registration # 091344357               | 12/18/2000                        | 10/15/2009          | Renewal 10/15/2009                  |
| DYNAMIC TS | Word mark | Telecommunications services, namely, provision of Voice   | US/Principal         | US LEC Corp.           | #Application Serial No. 78/633,170     | 5/19/2005                         | N/A                 | N/A                                 |

5 Pending application has not yet been reviewed by a trademark examiner.  
5724675

|  |           |   |              |                        |                                    |           |           |                               |
|--|-----------|---|--------------|------------------------|------------------------------------|-----------|-----------|-------------------------------|
|  |           | over Internet Protocol (VoIP) services.   |              |                        |                                    |           |           |                               |
| DYNAMIC T6                                 | Word mark | Telecommunications services, namely, provision of Voice over Internet Protocol (VoIP) services.   | US/Principal | US LEC Acquisition Co. | #Application Serial No. 78/533,420 | 5/19/2005 | N/A       | N/A                           |
| MEGAPOP                                    | Word mark | Providing multiple-user access to a global computer information network for the transfer and dissemination of a wide range of information.  | US/Principal | US LEC Acquisition Co. | Registration # 2,268,375           | 8/10/1999 | 8/10/2009 | Renewal Date - 8/10/2009      |
| MISCELLANEOUS DESIGN (3 INVERTED SWOOSHES) |           | Business consultation in the fields of business related Internet solutions to business management, business planning, business networking, computerized database management.<br><br>Providing personal multiple user access to a global computer network.<br>Computer consultation in the field of computer web page design, the design of dedicated and redundant high-balance IP circuits, web hosting, co-location services namely the leasing of facilities for computers, monitoring computer security systems computer programming for hosting; co-location services, namely the leasing of facilities for computers, monitoring computer security systems, computer programming for others; computer services, namely, designing web sites for others, registration of domain names for the identification of users on the Internet. | US/Principal | US LEC Corp.           | Registration # 2,614,497           | 9/3/2002  | 9/3/2012  | Section 8 and 15 due 9/3/2008 |

6 Application filed inadvertently in name of US LEC Acquisition Co. Once the application to register the DYNAMIC T mark submitted in the name of US LEC Corp. has been approved for publication, this application will be expressly abandoned.



|   |            |   |              |                        |                                  |           |           |  |
|---|------------|---|--------------|------------------------|----------------------------------|-----------|-----------|--|
| STARNET 7   | Word mark. | Providing multiple-user access to the Internet.   | US/Principal | US LEC Acquisition Co. | Pending Application # 75/075,301 | 3/20/1996 | N/A       | Suspended pending cancellation of Registration No. 2,696,891 |
| US LEC ("LEC" Disclaimed)   | Word mark. | Telephone calling card services<br><br>Hosting the web sites of others on a computer server for a global computer network.<br><br>Monitoring of computer systems for security purposes.   | US/Principal | US LEC Corp.           | Registration No. 2,966,275       | 7/12/2005 | 7/12/2015 | Section 8 and 15 Affidavit due 7/12/2011                     |
| VOICE/CLIPSE8   | Word mark. | Communication services, namely, providing voice over internet protocol.   | US/Principal | US LEC Acquisition Co. | Pending Application # 78/430,275 | 6/4/2004  | N/A       | Statement of Use - Date February 16, 2006.                   |
| US LEC VOICE /DATA/INTERNET9 ("LEC" and "VOICE/DATA/INTERNET" Disclaimed) | Word mark. | Telephone calling card services<br><br>Telecommunications services, namely local exchange services, exchange access services, intrastate long distance services, interstate long distance services, international long distance services, network conferencing services, providing multiple user dial-up and dedicated access to the Internet, providing frame relay connectivity services for data transfer, electronic mail services, electronic transmission of messages and data. | US/Principal | US LEC Corp.           | Pending Application # 78/975,663 | 6/10/05   | N/A       | N/A  |
| THE CONNECTION YOU KEEP10   | Word mark. | Telephone calling card services<br><br>Telecommunications services, namely local exchange services, exchange access services, intrastate long distance services   | US/Principal | US LEC Corp.           | Pending Application # 78/633,176 | 5/19/05   | N/A       | N/A  |

7 A petition to cancel Registration No. 2,696,891 has been terminated and that registration will ultimately be cancelled. At that time, the citation of that registration against this application will be withdrawn and this application will be approved for publication for opposition. The current Suspension Notice indicates that this should occur within two months.

8 A Notice of Allowance was issued on August 16, 2005. A Statement of Use was filed for this application on August 24, 2005. It is expected that the Certificate of Registration will be issued within two months.

9 Application has been approved for publication for opposition.

10 Application has been approved for publication for opposition.

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|           |           |  |              |             |  |                                    |                     |                        |
|-----------|-----------|--|--------------|-------------|--|------------------------------------|---------------------|------------------------|
|           |           | interstate long distance services, international long distance services, network conferencing services, providing multiple user dial-up and dedicated access to the Internet, providing frame relay connectivity services for data transfer, electronic mail services, electronic transmission of messages and data.<br><br>Hosting the web sites of others on a computer server for a global computer network.<br><br>Monitoring of computer systems for security purposes. |              |             |  |                                    |                     |                        |
| SUPERLINK | Word mark | IC 38 – providing telecommunication connections to a global computer network   | US/Principal | US LEC Corp | Reg. No. 2,136,830, registered 2/17/98 | Ser. No. 75/179,081, filed 10/9/96 | Renewal due 2/17/08 | Renewal Date – 1/17/08 |

Additional Notes:

1. Logo in Registration Nos. 2,212,720 and 2,614,497



2. United States Patent and Trademark Office records show that Fastnet Corporation assigned to H&Q You Tools Investment Holding, L.P. a logo of a train, Serial number 75261832, Registration Number 2212270. Neither Fastnet Corporation nor US LEC Corp. is aware of any rights that either has in this trademark and neither has used this trademark in its operations.

3. It is noted that some of the marks noted in this Exhibit are registered or filed in the name of US LEC Acquisition Co. as indicated in the "Owner of Record" column.

4. For marks acquired from Fastnet Corporation (beginning with FASTNET Reg. No. 2,213,670 through the end of the report), US LEC Corp. cannot confirm without further investigation and evaluation that all of these marks are still in current use. These determinations will be made at the time that maintenance filings are due.

EXHIBIT B  
TO  
TRADEMARK SECURITY AGREEMENT  
LIST OF LICENSES

572467.5

B-1

**TRADEMARK**  
**REEL: 003186 FRAME: 0886**

EXHIBIT C  
TO  
TRADEMARK SECURITY AGREEMENT  
SPECIAL POWER OF ATTORNEY

STATE OF \_\_\_\_\_ )  
) ss.:  
COUNTY OF \_\_\_\_\_ )

KNOW ALL MEN BY THESE PRESENTS, that US LEC CORP. ("Debtor"), having an office at 6801 Morrison Boulevard, Charlotte, North Carolina 28211, hereby appoints and constitutes, severally, WACHOVIA BANK, NATIONAL ASSOCIATION ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: \_\_\_\_\_, 2005

US LEC CORP.

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_ day of \_\_\_\_\_, 2005, before me personally came \_\_\_\_\_, to me known, who being by me duly sworn, did depose, acknowledge and say that he/she is the \_\_\_\_\_ of US LEC CORP., the corporation which executed the foregoing instrument and that he/she signed his/her name thereto by order of the board of directors of such corporation.

\_\_\_\_\_  
Notary Public