

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Release
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cisco Systems Capital Corporation		11/30/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	Cbeyond Communications, LLC
Street Address:	320 Interstate North Parkway SE
Internal Address:	Suite 300
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2716113	CBEYOND COMMUNICATIONS
Registration Number:	2614092	CBEYOND COMMUNICATIONS
Serial Number:	76033279	CBEYOND COMMUNICATIONS
Serial Number:	76116295	CBEYOND COMMUNICATIONS
Serial Number:	76006598	RIDING THE .COM HIGHWAY
Serial Number:	76024415	C BEYOND COMMUNICATIONS
Serial Number:	76024416	C-BEYOND COMMUNICATIONS
Serial Number:	76116719	IPOW

CORRESPONDENCE DATA

Fax Number: (212)373-7910
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212 833 1110
 Email: glerner@fklaw.com
 Correspondent Name: Gregg S. Lerner

OP \$215.00 2716113

Address Line 1: 1633 Broadway
Address Line 2: 46th Floor
Address Line 4: New York, NEW YORK 10019-6708

ATTORNEY DOCKET NUMBER: 0805-008

NAME OF SUBMITTER: Gregg S. Lerner

Signature: /Gregg S Lerner/

Date: 12/09/2005

Total Attachments: 2
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**ASSIGNMENT AND RELEASE OF
PATENT AND TRADEMARK SECURITY AGREEMENT**

(TRADEMARKS)

RECITALS

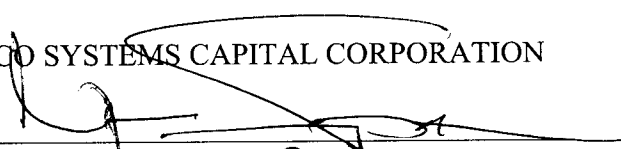
A. Cbeyond Communications, LLC, a Delaware limited liability company ("Grantor"), and Cisco Systems Capital Corporation, a Nevada corporation ("Lender"), entered into that certain Patent and Trademark Security Agreement dated as of February 15, 2001, and recorded with the U.S. Patent and Trademark Office on March 1, 2001, at Reel 002242, Frame 0156 with respect to Trademarks, pursuant to which Grantor granted to Lender a security interest in and lien on all of its interest in and to the Collateral (as defined therein).

B. Lender desires to release its security interest in and lien on the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby releases its security interest in and lien on the Collateral including, without limitation, the Trademarks set forth on the attached Exhibit A, and reassigns to Grantor, without representation or warranty, express or implied, and without recourse, all right, title and interest of Lender in and to Grantor's interest in such Intellectual Property Collateral.

Dated: NOV 30, 2005

CISCO SYSTEMS CAPITAL CORPORATION

By: 

Name: Wayne Supak

Title: Chief Risk Officer

EXHIBIT A
TRADEMARKS

MARK	SERIAL NO.	REGISTRATION NO.	APPLICANT/OWNER
RIDING THE .COM HIGHWAY	76006598		Cbeyond Communications, LLC
C BEYOND COMMUNICATIONS	76024415		Cbeyond Communications, LLC
C-BEYOND COMMUNICATIONS	76024416		Cbeyond Communications, LLC
CBEYOND COMMUNICATIONS	76033279	2716113	Cbeyond Communications, LLC
CBEYOND COMMUNICATIONS (with eye logo)	76116295	2614092	Cbeyond Communications, LLC
IPOW	76116719		Redwave Networks, Inc.

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