

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
Paetec Communications, Inc.		03/14/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CIT Lending Services Corporation (formerly known as Newcourt Commercial Finance Corporation)		
Street Address:	1 CIT Drive		
City:	Livingston		
State/Country:	NEW JERSEY		
Postal Code:	07039		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78745004	IPATH	
CORRESPONDENCE DATA			
Fax Number:	(214)981-3400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	717 N. Harwood St., Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	10000-20074		
NAME OF SUBMITTER:	Dusan Clark		
Signature:	/Dusan Clark/		

CH \$40.00 78745004

Date:

03/16/2006

Total Attachments: 3

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**SUPPLEMENTAL GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARK**

THIS SUPPLEMENTAL GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARK (the "Supplemental Grant") is made effective as of March 14, 2006 by and from Paetec Communications, Inc. (the "Grantor"), a Delaware corporation, whose principal address is One PaeTec Plaza, 600 Willowbrook Office Park, Fairport, New York 14450, to and in favor of CIT Lending Services Corporation (formerly known as Newcourt Commercial Finance Corporation) (the "Grantee"), a Delaware corporation, whose principal address is 1 CIT Drive, Livingston, New Jersey 07039, for itself and as Agent for the Lenders (as defined in the Loan Agreement referenced below).

WHEREAS, Grantor, PaeTec Communications of Virginia, Inc., a Virginia corporation, PaeTec Capital Corp., a Delaware corporation, PaeTec Software Corp., a New York corporation, and PaeTec Integrated Solutions Group, Inc., a Delaware corporation (collectively, the "Borrowers"), the Grantee and certain financial institutions from time to time parties thereto (the "Lenders") are parties to that certain Fourth Amended and Restated Loan and Security Agreement (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Loan Agreement"), pursuant to which the Lenders may, from time to time, extend credit to Grantor and the other Borrowers; and

WHEREAS, on May 12, 1999, Grantor and Newcourt Commercial Finance Corporation entered into a Trademark Security Agreement (the "Security Agreement"); and

WHEREAS, the Grantor has adopted, used and is using the trademark (the "Trademark") listed on Exhibit A attached hereto, which Trademark is registered or for which registration is pending with the United States Patent and Trademark Office; and

WHEREAS, this Supplemental Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Supplemental Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meanings given to them in the Loan Agreement.

2) The Security Interest.

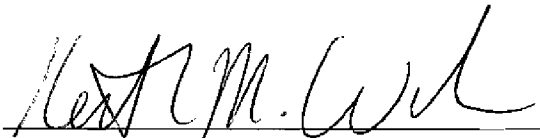
(a) This Supplemental Grant is made to secure the satisfactory performance and payment of all the Obligations of Grantor and the other Borrowers, pursuant to the Security

Agreement. Upon the payment in full of all Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor (at Grantor's expense) all reasonably requested instruments in writing releasing the security interest in the Trademark acquired under this Supplemental Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademark set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademark, (3) the goodwill associated with such Trademark, and (4) all causes of action arising prior to or after the date hereof for infringement of any of the Trademark or unfair competition regarding the same.

IN WITNESS WHEREOF, the Grantor has executed this Supplemental Grant effective as of the date first written above.

PAETEC COMMUNICATIONS, INC.

By: 


Name: Keith M. Wilson

Title: Executive Vice President and Chief
Financial Officer

STATE OF NEW YORK)
MONROE COUNTY)

Keith M. Wilson, known to me to be the Exec. VP and CFO of Paetec Communications, Inc., personally came before me this 14th day of March, 2006, and executed or acknowledged to me that he executed the foregoing Supplemental Grant of Security Interest in United States Trademark on behalf of Paetec Communications, Inc. and pursuant to authority duly received.

(SEAL)
KAREN F. FERRINI
Notary Public, State of New York
No. 4765553
Qualified in Monroe County 2006
Commission Expires Nov. 30, 2006


Notary Public, State of New York
My Commission Expires: 11/30/06

SUPPLEMENTAL GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARK
Exhibit A - SCHEDULE OF TRADEMARK

TRADEMARK APPLICATION

Applicant	Mark	Application No.	Application Date
Paetec Communications, Inc.	IPATH	78/745,004	11/1/2005