

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
OnFiber Communications, Inc.		10/06/2005	CORPORATION: DELAWARE
OnFiber Carrier Services, Inc.		10/06/2005	CORPORATION: DELAWARE
OnFiber Carrier Services - Virginia, Inc.		10/06/2005	CORPORATION: VIRGINIA
Info-Tech Communications		10/06/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	500 Woodward Ave.
Internal Address:	One Detroit Center, 9th Floor
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48226
Entity Type:	banking corporation: MICHIGAN

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2709819	
Registration Number:	2998538	HOMERUN FIBER
Registration Number:	2566623	ONFIBER
Registration Number:	2698346	ONFIBER
Registration Number:	2737274	ONFIBER COMMUNICATIONS
Registration Number:	2568370	BECAUSE DATA SHOULD FLY
Registration Number:	2589409	TELSEON
Serial Number:	76574179	ADAPTIVEBUILD

CORRESPONDENCE DATA

OP \$215.00 2709819

Fax Number: (734)930-2494
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 734-761-3780
Email: asujek@bodmanllp.com
Correspondent Name: Angela Alvarez Sujek - Bodman LLP
Address Line 1: 110 Miller, Suite 300
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/angela alvarez sujet/
Date:	03/28/2006

Total Attachments: 5
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SECURITY AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement" or this "Security Agreement"), dated as of October 6, 2005, among the undersigned (individually each a "Debtor" and collectively the "Debtors") and Comerica Bank ("Bank")

WITNESSETH

A Pursuant to that certain OnFiber Communications, Inc Credit Agreement dated as of October 6, 2005 (as it may be amended, or otherwise modified from time to time, the "Credit Agreement") by and among OnFiber Communications, Inc ("Company"), certain of its Subsidiaries (together with the Company, the "Borrowers") and Bank, Bank has agreed to extend credit to the Borrowers on the terms set forth in the Credit Agreement

B In connection with the Credit Agreement, the undersigned Persons (the "Debtors") have executed and delivered a Security Agreement, dated as of the date hereof (as amended or otherwise modified from time to time, the Security Agreement"; capitalized terms not otherwise defined herein shall have the meanings set forth in the Security Agreement); and

C As a condition to the performance of their respective obligations under the Credit Agreement, the Bank has required that the Debtors provide this Security Agreement to Bank to further confirm the grant to the Bank of a continuing security interest in all of the Trademark Collateral as security for the Borrowers' obligations under the Credit Agreement and the Loan Documents

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Bank to make Advances (including the initial Advance) to the Borrowers pursuant to the Credit Agreement, each of the Debtors agrees, for the benefit of the Bank, as follows:

1. Definitions Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement

2. Grant of Security Interest For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Indebtedness, each of the Debtors does hereby mortgage, pledge and hypothecate to the Bank, and grant to the Bank a security interest in, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements (the "Trademark Licenses") with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on *Schedule 1.1* hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without

limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof (the "Trademarks"), and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b) above;

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b) above; and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Debtors against third parties for past, present, or future infringement or dilution of any of the foregoing or for any injury to the goodwill associated with the use of any of the foregoing or for breach or enforcement of any of the foregoing.

3 Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Bank in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Bank under the Security Agreement. The Security Agreement (and all rights and remedies of the Bank thereunder) shall remain in full force and effect in accordance with its terms.

4 Acknowledgment. Each of the Debtors does hereby further acknowledge and affirm that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

5 Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

6 Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

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DEBIORS:

ONFIBER COMMUNICATIONS, INC

By: [Signature]
Its: VP FINANCE

ONFIBER CARRIER SERVICES, INC

By: [Signature]
Its: CFO

ONFIBER CARRIER SERVICES - VIRGINIA, INC

By: [Signature]
Its: CFO

INFO-TECH COMMUNICATIONS

By: [Signature]
Its: CFO

COMERICA BANK

By: _____
Its: _____

Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written

DEBIORS:

ONFIBER COMMUNICATIONS, INC.

By: _____

Its: _____

ONFIBER CARRIER SERVICES, INC

By: _____

Its: _____

ONFIBER CARRIER SERVICES - VIRGINIA,
INC.

By: _____

Its: _____

INFO-TECH COMMUNICATIONS

By: _____

Its: _____

COMERICA BANK

By:  _____

Its: Vice President

Signature Page to Trademark Security Agreement

**SCHEDULE 1.1
TO
SECURITY AGREEMENT**

Intellectual Property Collateral

NO.	TRADEMARK	COUNTRY	APP. NO. OR REG. NO.	FILING DATE OR REG. DATE	STATUS
1	NONE (DESIGN ONLY)	UNITED STATES	2709819	April 22, 2003	REGISTERED
2	HOMERUN FIBER	UNITED STATES	2,998,538	February 6, 2001	REGISTERED
3	ONFIBER	UNITED STATES	2566623	May 7, 2002	REGISTERED
4	ONFIBER AND FIBER COIL DESIGN	UNITED STATES	2698346	March 18, 2003	REGISTERED
5	ONFIBER COMMUNICATIONS	UNITED STATES	2737274	July 15, 2003	REGISTERED
6	ADAPTIVEBUILD	UNITED STATES	76/574179	February 5, 2004	PENDING
7	BECAUSE DATA SHOULD FLY Note: Debtors acquired this mark in an acquisition, are not using it, and intend to abandon it	UNITED STATES	2568370	May 7, 2002	REGISTERED
8	TELSEON Note: Debtors acquired this mark in an acquisition, are not using it, and intend to abandon it	UNITED STATES	2,589,409	July 2, 2002	REGISTERED
9	ONFIBER	EUROPEAN COMMUNITY	3303302	August 8, 2003	PENDING