

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Assignment of Trademark Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CapitalSource Finance LLC, as Agent		03/28/2006	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	OFS Agency Services, LLC, as Agent
<b>Street Address:</b>	2850 West Golf Road, Suite 520
<b>City:</b>	Rolling Meadows
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60008
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Serial Number:	78376585	CREATING INNOVATIVE COLLABORATION SOLUTIONS FOR YOUR BUSINESS
Serial Number:	78376593	INNOVATIVE COLLABORATION SOLUTIONS
Registration Number:	2206231	INFREQUENT FLYER PROGRAM
Registration Number:	2317379	VIRTUAL CONNECTIVITY ... ANYPLACE @ ANYTIME
Registration Number:	2390613	VIRTUAL RESERVATION
Registration Number:	2579259	VR CARD
Registration Number:	2199760	V-SPAN
Registration Number:	2544214	V-TRAVEL
Registration Number:	2962648	V-UNIVERSITY
Serial Number:	78482606	ENGAGEAUDIO
Serial Number:	78482667	ENGAGESCHEDULE
Serial Number:	78482692	ENGAGEVIDEO
Registration Number:	2940300	ENGAGEAUDIO

OP \$415.00 78376585

Registration Number:	2940299	ENGAGESCHEDULE
Registration Number:	2940301	ENGAGEVIDEO
Registration Number:	2535364	VIDEO ON

**CORRESPONDENCE DATA**

Fax Number: (213)996-3339  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2136836339  
Email: claudiaimmerzeel@paulhastings.com  
Correspondent Name: Paul Hastings Janofsky & Walker LLP  
Address Line 1: 515 South Flower Street, 25th Floor  
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	70566.00002
NAME OF SUBMITTER:	Claudia R Immerzeel
Signature:	/Claudia R Immerzeel/
Date:	03/29/2006

**Total Attachments: 8**  
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## ASSIGNMENT OF TRADEMARK SECURITY INTEREST

This **ASSIGNMENT OF TRADEMARK SECURITY INTEREST** (this "Assignment") is executed as of March 28, 2006 ("Assignment Effective Date"), by **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company in its capacity as administrative agent (in such capacity, "Existing Agent") for itself and the Existing Lenders (as defined below) in favor of the Successor Agent (as defined below).

### WITNESSETH:

WHEREAS, Existing Agent is party to that certain Revolving Credit, Term Loan and Security Loan Agreement (as amended, supplemented or modified from time to time, the "Credit Agreement"), dated as of November 19, 2004, by and among Wire One Holdings, Inc. (formerly known as VSPN Acquisition Corp.), a Delaware corporation, Wire One Communications, Inc. (successor by merger to V-Span1, Inc., and also formerly known as V-Span, Inc., successor by merger to Wire One Technology, Inc.), a Delaware corporation (together, "Credit Parties"), each of the lenders that is signatory thereto (each an "Existing Lender" and together with each of its successors and permitted assigns, individually, a "Lender", and, collectively, the "Lenders"), and Existing Agent, as arranger and administrative agent for the Lenders;

WHEREAS, the grantors shown on the signature pages hereto ("Grantors") and Existing Agent are parties to that certain Intellectual Property Security Agreement dated as of November 19, 2004 (as amended, supplemented or modified from time to time, the "Security Agreement") concerning the intellectual property owned by the Credit Parties, including the trademarks and trademark applications shown on Schedule 1 attached hereto (the "Trademark Collateral");

WHEREAS, contemporaneously herewith, Existing Agent, the Lenders, and the other Credit Parties signatory thereto are entering into that certain Assignment, Acceptance and Resignation of Agency agreement of even date hereof (the "Resignation Agreement"), pursuant to which Existing Agent shall resign and certain of the Existing Lenders shall appoint OFS Agency Services, LLC, as successor administrative agent ("Successor Agent");

WHEREAS, in connection with the resignation of Existing Agent and the purchase of the Loans by certain affiliates of Successor Agent, Grantors, and Existing Lenders have requested that Existing Agent enter into this Assignment to assign all of its rights, title and interest in, to and under the Security Agreement, including the Trademark Collateral to Successor Agent; and

WHEREAS, capitalized terms used herein and not defined herein shall have the meanings ascribed to such terms in the Credit Agreement (as defined above).

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Assignment. Existing Agent, for good and adequate consideration described in the Resignation Agreement, the receipt and sufficiency of which is hereby

acknowledged, hereby assigns, without recourse, representation or warranty of any kind, as of the Assignment Effective Date to Successor Agent, in its capacity as Administrative Agent, for the benefit of Lenders, all of the rights, title and interest of Existing Lenders in, to and under the Security Agreement, including the Trademark Collateral.

2. Costs and Expenses. Grantors shall pay all costs and expenses of Existing Agent, including the fees and expenses of counsel to the Existing Agent, in connection with the performance of this Assignment.

3. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Maryland without regard to principles of conflicts of laws.

[Signature pages follow.]

IN WITNESS WHEREOF, the undersigned have each caused this Assignment to be duly executed by its duly authorized officer or representative as of the day and year first above written.

**"EXISTING AGENT"**

**CAPITALSOURCE FINANCE LLC,**  
in its capacity as Existing Agent

By: 

Name:

Joseph Yuritz

Title:

General Counsel  
Corporate Finance

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARK SECURITY INTEREST]

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**"SUCCESSOR AGENT"**

**OFS AGENCY SERVICES, LLC,**

By: Orchard First Source Capital, Inc.,  
its Attorney in Fact

By: *Terrence L McKenna*

Name: Terrence L McKenna


Title: Assistant Vice President

"CREDIT PARTIES"

WIRE ONE HOLDINGS, INC.

By:   
Name: Brent D. Bradley  
Title: Vice President

WIRE ONE COMMUNICATIONS, INC.

By:   
Name: Brent D. Bradley  
Title: Vice President

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS/APPLICATIONS**



Trademarks

SOURCE	MARK	COUNTRY	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	STATUS	OWNER
VSP-101US	CREATING INNOVATIVE COLLABORATION SOLUTIONS FOR YOUR BUSINESS	US	78/376,565	3/1/2004			Pending	V-SPAN, Inc.
VSP-101EU	V-SPAN CREATING INNOVATIVE COLLABORATION SOLUTIONS FOR YOUR BUSINESS	EU	4008413	9/3/2004			Pending	V-SPAN, Inc.
VSP-102US	INNOVATIVE COLLABORATION SOLUTIONS	US	78/376,563	3/1/2004			Pending	V-SPAN, Inc.
VSP-102EU	V-SPAN INNOVATIVE COLLABORATION SOLUTIONS	EU	4008439	9/3/2004			Pending	V-SPAN, Inc.
VSP-103US	INFREQUENT FLYER PROGRAM	US	75/309,065	6/16/1997	2,206,231	11/24/1998	Registered	V-Span Incorporated
VSP-104US	VIRTUAL CONNECTIVITY... ANYPLACE@ANYTIME	US	75/589,757	11/16/1998	2,317,376	2/3/2000	Registered*	V-SPAN INCORPORATED
VSP-105US	VIRTUAL RESERVATION	US	75/692,266	4/27/1999	2,390,613	9/28/2000	Registered*	V-SPAN INCORPORATED
VSP-106US	VR CARD	US	75/692,294	4/27/1999	2,579,259	6/11/2002	Registered	V-SPAN INCORPORATED
VSP-107US	V-SPAN	US	75/347,394	8/26/1997	2,199,760	10/27/1998	Registered	V-Span Incorporated
VSP-108US	V-TRAVEL	US	76/059,067	5/26/2000	2,544,214	3/5/2002	Registered	V-SPAN INCORPORATED
VSP-109US	V-UNIVERSITY	US	76/074,601	6/21/2000	2,982,648	6/14/2005	Registered	V-SPAN INCORPORATED

OUR REF	MARK	COUNTRY	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	STATUS	OWNER
VSP-111EU	V-SPAN	EU	1146919	4/16/1999	001146919	8/11/2000	Registered	V-SPAN, INC.
VSP-119US	ENGAGEAUDIO	US	78482606	9/13/2004			Pending	V-Span, Inc.
VSP-116US	ENGAGESCHEDULE	US	78482667	9/13/2004			Pending	V-Span, Inc.
VSP-117US	ENGAGEVIDEO	US	78482692	9/13/2004			Pending	V-Span, Inc.

	ENGAGEAUDIO	US	75930734	2/28/2000	2,940,300	4/12/2005	Registered	V-Span 1, Inc.
	ENGAGESCHEDULE	US	75930684	2/28/2000	2,940,299	4/12/2005	Registered	V-Span 1, Inc.
	ENGAGEVIDEO	US	75930735	2/28/2000	2,940,301	4/12/2005	Registered	V-Span 1, Inc.
	VIDEO ON	US	75785734	8/26/1999	2,535,364	2/5/2002	Registered	PEER DIGITAL, INC.
	VIRTUAL CONNECTIVITY... ANYPLACE@ANYTIME	EU	1146968	4/16/1999	1146968	7/25/2000	Registered	V-SPAN, INC.
	V-SPAN	CA	1031201	10/5/1999	TMA555739	12/19/2001	Registered	V-SPAN INCORPORATED
	VIRTUAL CONNECTIVITY... ANYPLACE@ANYTIME	CA	1031202	10/11/1999	TMA573955	1/17/2003	Registered	V-SPAN INCORPORATED
	V-SPAN	UK	2190250	2/26/1999	2190250	7/7/2000	Registered	V-Span, Inc.