

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Phonom, LLC		03/24/2006	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wachovia Bank, National Association		
<b>Street Address:</b>	201 South College Street		
<b>Internal Address:</b>	8th Floor		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28288-0680		
<b>Entity Type:</b>	National Banking Association: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2953727	PHONOM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(704)353-3698		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	7043315792		
<b>Email:</b>	dmillard@kennedycovington.com		
<b>Correspondent Name:</b>	Karl S. Sawyer, Jr.		
<b>Address Line 1:</b>	214 North Tryon Street		
<b>Address Line 2:</b>	Hearst Tower, 47th Floor		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	13568.156 WACHOVIA ASSIGN		
<b>NAME OF SUBMITTER:</b>	Karl S. Sawyer, Jr.		
<b>Signature:</b>	/Karl S. Sawyer, Jr./		

OP \$40.00 2953727

Date:

04/05/2006

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of March 24, 2006 by and between PHONOM LLC, a Delaware limited liability company (the "Grantor"), having its chief executive office at 2134 West Laburnum Avenue, Richmond, Virginia 23227, and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (in such capacity, the "Administrative Agent"), with offices at 201 South College Street, 8<sup>th</sup> Floor, Charlotte, North Carolina 28288-0680, for the ratable benefit of the Lenders from time to time parties to the Credit Agreement, dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Cavalier Telephone Corporation, as Parent (the "Parent"), CavTel Holdings, LLC, as Borrower (the "Borrower"), the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Collateral Agreement dated of even date herewith by and among the Parent, the Borrower, certain of Borrower's Subsidiaries party thereto, including the Grantor and the Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;
- (ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and
- (iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral

Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

PHONOM LLC, as Grantor

By: CavTel Holdings, LLC,  
Its sole Member

By: Cavalier Telephone Corporation,  
Its sole Member

By: Brad Evans  
Name: Brad A. Evans  
Title: President

ACKNOWLEDGMENT

STATE OF Virginia  
CITY  
COUNTY OF Richmond

I, Sherry Brown, a Notary Public for said County and State, do hereby certify that Brad A Evans personally appeared before me this day and stated that (s)he is President of Cavalier Telephone Corporation, which is the sole Member of CavTel Holdings, LLC, which is the sole Member of Phonom LLC, and acknowledged on behalf of Cavalier Telephone Corporation the due execution of the foregoing instrument.

Witness my hand and official seal, this 24 day of March, 2006.

Sherry Brown  
Notary Public

My commission expires:

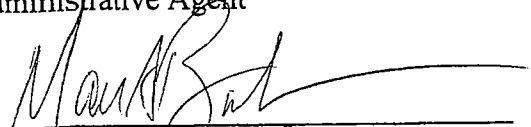
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[Signature Pages Continue]

[Trademark Security Agreement -- Phonom, LLC]

Agreed and Accepted as of the  
24<sup>th</sup> day of March, 2006.

WACHOVIA BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By:   
Name: Marc A. Birenbaum  
Title: Director

Schedule A to Trademark Security Agreement

<u>Trademarks</u>	<u>App. No.</u> <u>App. Date</u>	<u>Reg. No.</u> <u>Reg. Date</u>
PHONOM	78341774 December 16, 2003	2953727 May 17, 2005

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None

2400937.04  
LIB: CHARLOTTE