

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Grant of Security Interest (First-Lien Security Agreement) |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------------|----------|----------------|-----------------------|
| PaeTec Communications, Inc. | | 06/08/2006 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|--------------------------------------|
| Name: | Merrill Lynch Capital Corporation |
| Street Address: | 4 World Financial Center, 16th Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10280 |
| Entity Type: | Collateral Agent: |

PROPERTY NUMBERS Total: 9

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 2340527 | PAETEC COMMUNICATIONS, INC. |
| Registration Number: | 2340528 | WHERE PHONE SERVICE HAS BECOME AN ART |
| Registration Number: | 2443412 | TECPATH |
| Registration Number: | 2442552 | WHERE COMMUNICATIONS HAS BECOME AN ART |
| Registration Number: | 2472741 | ONNET MALL |
| Registration Number: | 2168761 | CAMPUSLINK |
| Registration Number: | 2988888 | PAETEC COMMUNICATIONS |
| Registration Number: | 2908733 | PASSIONATE ABOUT QUALITY |
| Registration Number: | 2503940 | |

CORRESPONDENCE DATA

Fax Number: (212)354-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-819-8923
 Email: trademarkdocket@whitecase.com

CH \$240.00 2340527

Correspondent Name: Matthew Bart c/o White & Case LLP
Address Line 1: 1155 Avenue of the Americas
Address Line 4: New York, NEW YORK 10036

| | |
|-------------------------|----------------|
| ATTORNEY DOCKET NUMBER: | 1104031-0389 |
| NAME OF SUBMITTER: | Matthew Bart |
| Signature: | /Matthew Bart/ |
| Date: | 06/20/2006 |

Total Attachments: 7
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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, PaeTec Communications, Inc., a Delaware corporation (the "Grantor") with principal offices at One PaeTec Plaza, 600 Willowbrook Office Park, Fairport, New York, 14450, hereby grants to Merrill Lynch Capital Corporation, as Collateral Agent, with principal offices at 4 World Financial Center, 16th Floor, New York, NY, 10280, Attention: Anthony Lafaire (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the First-Lien Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the First-Lien Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of June 12, 2006 (as amended, modified, restated and/or supplemented from time to time, the "First-Lien Security Agreement"). Upon the occurrence of the Termination Date (as defined in the First-Lien Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

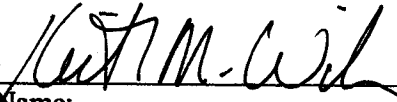
This Grant has been granted in conjunction with the security interest granted to the Grantee under the First-Lien Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the First-Lien Security

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

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
8 day of June, 2006.

PaeTec Communications, Inc., Grantor

By 
Name:
Title:

STATE OF New York)
COUNTY OF Monroe) ss.:

On this 8th day of June, 2006, before me personally came Keith M. Wilts who, being by me duly sworn, did state as follows: that [s]he is EVP/CFO of PaeTec Communications, Inc., that [s]he is authorized to execute the foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Marcia A. Benwitz
Notary Public

MARCIA A. BENWITZ
Notary Public, State of New York
Monroe County
My Commission Expires Sept. 30, 2008

First Lien Grant of Security Interests in Trademarks

TRADEMARK
REEL: 003334 FRAME: 0414

MERRILL LYNCH CAPITAL CORPORATION,
as Collateral Agent and Grantee

By Cécile Baker

Name:

Cécile Baker

Title:

Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK ss:

On this 9th day of June 2006 before me personally came _____
EDIE BAKER who, being by me duly sworn, did state as follows: that [s]he is
VICE PRESIDENT of MERRILL LYNCH CAPITAL CORPORATION, that [s]he is
authorized to execute the foregoing Grant on behalf of said corporation and that [s]he did so by
authority of the Board of Directors of said corporation.

Geraldine J. Biam
Notary Public
GERALDINE J. BIAM
Notary Public, State of New York
No. 01844523024
Qualified in Kings County
Commission Expires July 31, 2006

SCHEDULE A

| <u>MARK</u> | <u>REG. NO.</u> | <u>REG. DATE</u> |
|--|-----------------|------------------|
| PAETEC COMMUNICATIONS, INC. (DESIGN) | 2,340,527 | 4/11/00 |
| WHERE PHONE SERVICE HAS BECOME AN ART | 2,340,528 | 4/11/00 |
| TECPATH | 2,443,412 | 4/10/01 |
| WHERE COMMUNICATIONS HAS BECOME AN ART | 2,442,552 | 4/10/01 |
| ONNET MALL | 2,472,741 | 7/31/01 |
| MISCELLLANEOUS DESIGN (shield logo) | 2,503,940 | 11/6/01 |
| CAMPUSLINK | 2,168,761 | 6/30/98 |
| PAETEC COMMUNICATIONS (& Design) 2003 Design 78/229720 | 2,988,888 | 8/30/05 |
| PASSIONATE ABOUT QUALITY | 2,908,733 | 12/7/04 |