

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
Everest Connection, LLC, formerly known as Everest Connections Corporation		06/30/2006	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06856
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	78351991	EVEREST TRAILBLAZER HIGH-SPEED INTERNET
Registration Number:	2640669	TRAIL NOTES
Registration Number:	2705195	EVEREST CONNECTIONS
Registration Number:	2550646	EVEREST
Registration Number:	2851177	
Registration Number:	2643889	
Registration Number:	2643888	
Registration Number:	2691638	

CORRESPONDENCE DATA

Fax Number: (404)572-5128
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-572-2533
 Email: jbalcita@kslaw.com

CH \$215.00 78351991

Correspondent Name: King & Spalding, LLP
Address Line 1: Jeffrey P. Balcita
Address Line 2: 1180 Peachtree Street
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:

09636.015005

NAME OF SUBMITTER:

Jeffrey P. Balcita

Signature:

/Jeffrey P. Balcita/

Date:

06/30/2006

Total Attachments: 7

source=Trademark Sec Agmnt#page1.tif

source=Trademark Sec Agmnt#page2.tif

source=Trademark Sec Agmnt#page3.tif

source=Trademark Sec Agmnt#page4.tif

source=Trademark Sec Agmnt#page5.tif

source=Trademark Sec Agmnt#page6.tif

source=Trademark Sec Agmnt#page7.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2006, by EVEREST CONNECTIONS, LLC, formerly known as Everest Connections Corporation, a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Everest Connections Holdings, Inc., a Delaware corporation (the "Borrower") the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrower and guaranteed by Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

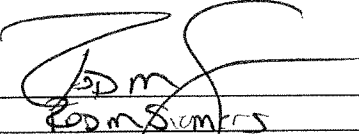
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

EVEREST CONNECTIONS, LLC

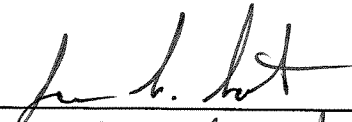
By: 
Name: Edm Summers
Title: CFO.

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 003340 FRAME: 0862**

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: 
Name: Jason A. Soto
Its Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

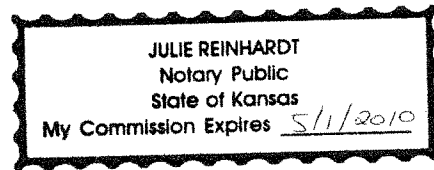
ACKNOWLEDGMENT OF GRANTOR

STATE OF Kansas)
)
COUNTY OF Johnson) ss.

On this 30 day of June, 2006 before me personally appeared Rod M. Sigurd, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Everest Connections, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Managers and that he acknowledged said instrument to be the free act and deed of said corporation.

Julie Reinhardt
Notary Public



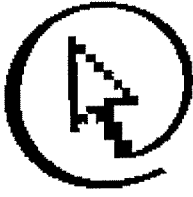
{seal}





[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003340 FRAME: 0864

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

<i>TRADEMARK</i>	<i>OWNER</i>	<i>SERIAL/ REGISTRATIO N NO.</i>	<i>FILING/ REGISTRATIO N DATE</i>
	Everest Connections, LLC	78351991	January 14, 2004
TRAIL NOTES	Everest Connections, LLC	2640669	October 22, 2002
EVEREST CONNECTIONS	Everest Connections, LLC	2705195	April 8, 2003
EVEREST	Everest Connections, LLC	2550646	March 19, 2002
	Everest Connections, LLC	2851177	June 8, 2004
	Everest Connections, LLC	2643889	October 29, 2002

<i>TRADEMARK</i>	<i>OWNER</i>	<i>SERIAL/ REGISTRATIO N NO.</i>	<i>FILING/ REGISTRATIO N DATE</i>
	Everest Connections, LLC	2643888	October 29, 2002
	Everest Connections, LLC	2691638	February 25, 2003