

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Telepacific Corp.		08/04/2006	CORPORATION:
Mpower Holding Corporation		08/04/2006	CORPORATION:
Mpower Communications Corp.		08/04/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	Credit Suisse, as Second Lien Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2365814	TELEPACIFIC
Registration Number:	2346694	TELEPACIFIC COMMUNICATIONS
Registration Number:	2322590	LAS VEGAS TELEPHONE
Registration Number:	2350991	LOS ANGELES TELEPHONE
Registration Number:	2392449	SAN DIEGO TELEPHONE
Registration Number:	2412191	ZIPZERO
Registration Number:	2551645	MPOWER

CORRESPONDENCE DATA

Fax Number: (866)459-2899

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-783-2700

Email: Oleh.Hereliuk@federalresearch.com

Correspondent Name: CBC Companies dba Federal Research

TRADEMARK

REEL: 003371 FRAME: 0410

900055871

CH \$190.00 2365814

Address Line 1: 1023 Fifteenth Street, NW, Ste 401
Address Line 2: attn: Oleh Hereliuk
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

365520

NAME OF SUBMITTER:

Oleh Hereliuk

Signature:

/oh/

Date:

08/17/2006

Total Attachments: 8

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Second Lien Intellectual Property Security Agreement**") dated as of August 4, 2006, is made by the Persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of Credit Suisse ("**CS**"), as collateral agent (together with any successor collateral agent appointed pursuant to Article VII, the "**Collateral Agent**") for the Secured Parties (as defined in the Second Lien Credit Agreement referred to below).

WHEREAS, U.S. TelePacific Corp., a California corporation, has entered into a Second Lien Credit Agreement dated as of August 4, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Second Lien Credit Agreement**"), with CS, as Administrative Agent and Collateral Agent, and the Lenders party thereto. Terms defined in the Second Lien Credit Agreement and not otherwise defined herein are used herein as defined in the Second Lien Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances by the Lenders under the Second Lien Credit Agreement, each Grantor has executed and delivered that certain Second Lien Security Agreement dated as of August 4, 2006 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Second Lien Security Agreement**").

WHEREAS, under the terms of the Second Lien Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Second Lien Intellectual Property Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "**Intellectual Property Collateral**"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "**Patents**");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "**Trademarks**");
- (iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "**Copyrights**");
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international

treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Intellectual Property Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Intellectual Property Collateral by each Grantor under this Second Lien Intellectual Property Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Second Lien Intellectual Property Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Second Lien Intellectual Property Security Agreement.

SECTION 4. Execution in Counterparts; Remedies. (a) This Second Lien Intellectual Property Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(b) If any Event of Default shall have occurred and be continuing, subject to the Intercreditor Agreement, the Collateral Agent on behalf of the Secured Parties may exercise in respect of the Intellectual Property Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party upon default under the UCC (whether or not the UCC applies to the affected Intellectual Property Collateral) and also may: (i) require each Grantor to, and each Grantor hereby agrees that it will at its expense and upon request of the Collateral Agent forthwith, assemble all or part of the Intellectual Property Collateral as directed by the Collateral Agent and make it available to the Collateral Agent at a place and time to be designated by the Collateral Agent that is reasonably convenient to both parties; (ii) without notice except as specified below, sell the Intellectual Property Collateral or any part thereof in one or more parcels at public or private sale, at any of the Collateral Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Collateral Agent may deem commercially reasonable; (iii) occupy any premises owned or leased by any of the Grantors where the Intellectual Property Collateral or any part thereof is assembled or located for a reasonable period in order to effectuate its rights and remedies hereunder or under law, without obligation to such Grantor in respect of such occupation except for the Collateral Agent's gross negligence or willful misconduct; and (iv) exercise any and all rights and remedies of any of the Grantors under or in connection with the

Intellectual Property Collateral, or otherwise in respect of the Intellectual Property Collateral, including, without limitation, (A) any and all rights of such Grantor to demand or otherwise require payment of any amount under, or performance of any provision of, the Intellectual Property Collateral and (B) exercise all other rights and remedies with respect to the Intellectual Property Collateral, including, without limitation, those set forth in Section 9-607 of the UCC. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Collateral Agent shall not be obligated to make any sale of Intellectual Property Collateral regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

SECTION 5. Grants, Rights and Remedies. This Second Lien Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Second Lien Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Intellectual Property Collateral are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This Second Lien Intellectual Property Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Intercreditor Agreement Governs. REFERENCE IS MADE TO THE INTERCREDITOR AGREEMENT DATED AS OF AUGUST 4, 2006 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "*INTERCREDITOR AGREEMENT*"), AMONG THE BORROWER, PARENT, THE SUBSIDIARIES OF PARENT PARTY THERETO, CREDIT SUISSE AS FIRST LIEN COLLATERAL AGENT (AS DEFINED THEREIN), AND CREDIT SUISSE AS SECOND LIEN COLLATERAL AGENT (AS DEFINED THEREIN). NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.


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IN WITNESS WHEREOF, each Grantor has caused this Second Lien Intellectual Property Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

U.S. TELEPACIFIC CORP.

By 
Name: T. M. Melby
Title: CFO

MPOWER HOLDING CORPORATION

By 
Name: T. M. Melby
Title: CFO

MPOWER COMMUNICATIONS CORP.

By 
Name: T. M. Melby
Title: CFO

Signature page to the Second Lien Intellectual Property Security Agreement

[[2625069]]

CREDIT SUISSE, NEW YORK BRANCH,
as Collateral Agent

By 
Name: JUDITH E. SMITH
Title: DIRECTOR

By 
Name: DOREEN BARR
Title: VICE PRESIDENT

Signature page to the Second Lien Intellectual Property Security Agreement

[[26250697]]

Schedules to the
Second Lien Intellectual Property Security Agreement

Schedule A - Patents

None.

Schedule B - Trademarks

Grantor	Title	Registration Number
U.S. TelePacific Corp.	TelePacific	2,365,814
U.S. TelePacific Corp.	TelePacific Communications	2,346,694
U.S. TelePacific Corp.	Las Vegas Telephone	2,322,590
U.S. TelePacific Corp.	Los Angeles Telephone	2,350,991
U.S. TelePacific Corp.	San Diego Telephone	2,392,449
U.S. TelePacific Corp.	Zip Zero	2,412,191
Mpower Holding Corporation	Mpower	2,551,645

Schedule C - Copyrights

None.

As of the Effective Date, the above is a complete and accurate list of all patents, trademarks, trade names, service marks, and copyrights, and all applications therefore and licenses thereof. Parent and its Subsidiaries may, from time to time, amend or enter into new patents, trademarks, trade names, service marks, and copyrights, and all applications therefore and licenses thereof, a copy of which will be provided to the Administrative Agent upon request.

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