

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
US LEC ITEL, L.L.C.		09/27/2006	LIMITED LIABILITY COMPANY: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Trustee		
Street Address:	60 Livingston Avenue		
Internal Address:	EP-MN-WS3C		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55107		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3066985	STARNET	
Registration Number:	2268375	MEGAPOP	
CORRESPONDENCE DATA			
Fax Number:	(919)416-8339		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	919 286-8049		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	022007.303SECAGREETITELJJ		

OP \$65.00 3066985

NAME OF SUBMITTER:	Joyce W. Jenzano
Signature:	/Joyce W. Jenzano/
Date:	10/03/2006
Total Attachments: 4 source=security agree-t US LES iTEL#page1.tif source=security agree-t US LES iTEL#page2.tif source=security agree-t US LES iTEL#page3.tif source=security agree-t US LES iTEL#page4.tif	

Trademark Security Agreement

Trademark Security Agreement, dated as of September 27, 2006, by US LEC iTEL, L.L.C., a North Carolina limited liability company (the "Pledgor"), in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking organization, in its capacity as trustee pursuant to the Indenture (in such capacity, the "Trustee").

WITNESSETH:

WHEREAS, the Pledgor is a party to a Security Agreement dated September 30, 2004 (the "Security Agreement") in favor of the Trustee pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Trustee, for the benefit of the Secured Parties, to enter into the Indenture (as amended or supplemented), the Pledgor hereby agrees with the Trustee as follows:

SECTION 1: Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2: Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Trustee for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3: Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Trustee pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Trustee with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Trustee shall otherwise determine.


SECTION 4: Termination. Upon the full performance of the Obligations, the Trustee shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

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

Very truly yours,

US LEC ITEL, L.L.C.

By:


A handwritten signature in black ink, appearing to read 'Thomas R. Gooley', is written over a horizontal line. The signature is somewhat stylized and cursive.

Name: Thomas R. Gooley

Title: Vice President and Treasurer

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: 
Name: Robert H. Prokosch
Title: Vice President

STARNET

UNITED STATES	T022007-332	3/20/1996	75/075,301	3/14/2006	3,065,985	REGISTERED	38
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38 - Providing multiple-user access to the internet.

MEGAPOP

UNITED STATES	T022007-330	11/21/1997	75/394,498	8/10/1999	2,268,375	REGISTERED	42
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42 - Providing multiple-user access to a global computer information network for the transfer and dissemination of a wide range of information.

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