

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
US Xchange, L.L.C.		06/30/2006	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	Goldman Sachs Credit Partners LP		
Street Address:	85 Broad Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	LIMITED PARTNERSHIP: BERMUDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2313861	USXCHANGE	
Registration Number:	2347910	XCEPTIONAL LOCAL PHONE SERVICE	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	024411-0609 (2ND US XCHAN		
NAME OF SUBMITTER:	Anna T Kwan		
Signature:	/Anna T Kwan/		

OP \$65.00 2313861

Date:

10/26/2006

Total Attachments: 17

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of June 30, 2006 (as amended, supplemented, replaced or otherwise modified from time to time, the "**Intellectual Property Security Agreement**"), is made by each of the signatories hereto (collectively, the "**Grantors**") in favor of **GOLDMAN SACHS CREDIT PARTNERS LP** ("**GSCP**"), as collateral agent for the Secured Parties (in such capacity, the "**Collateral Agent**") (as defined in the Pledge and Security Agreement referred to below).

WHEREAS, ONE COMMUNICATIONS CORP., a Delaware corporation (the "**Company**"), certain subsidiaries of the Company the banks and other financial institutions and entities from time to time party thereto, GSCP, as Lead Arranger, Sole Bookrunner, Syndication Agent, Administrative Agent and Collateral Agent, have entered into that certain Second Lien Credit and Guaranty Agreement, dated as of June 30, 2006 (as amended, supplemented, replaced or otherwise modified from time to time, the "**Credit Agreement**"). Capitalized terms used and not defined herein have the meanings given such terms in the Pledge and Security Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Company under the Credit Agreement that the Grantors shall have executed and delivered that certain Second Lien Pledge and Security Agreement, dated as of June 30, 2006, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "**Pledge and Security Agreement**").

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree 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 and to all of such Grantor's right, title and interest in and to the following (the "**Intellectual Property Collateral**"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all United States and foreign trademarks, trade names, trade styles, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications to register any of the foregoing including, but not limited to: (i) the registrations and applications referred to in Schedule 1 hereto (as such schedule may be amended or supplemented from time to time), (ii) all rights to, and to obtain, any extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements, dilutions, and other violations of any of the foregoing or for any injury to goodwill, (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (vi) all other rights of any kind whatsoever corresponding thereto throughout the world (collectively, the "**Trademarks**");

(b) (i) all United States, foreign, and multinational patents, certificates of invention, and patentable inventions (whether or not reduced to practice) or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application referred to in Schedule 1 hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all inventions and improvements described therein, (iv) all rights to sue or otherwise recover for any past, present and future infringements or other violations thereof, (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (vi) all other rights of any kind whatsoever corresponding thereto throughout the world (collectively, the "Patents");

(c) (i) all copyrights arising under the laws of the United States, any other country, or union of countries, or any political subdivision of any of the foregoing, whether registered or unregistered and whether or not the underlying works of authorship have been published, including, but not limited to, copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), all protectable designs, and all works of authorship and other intellectual property rights embodied therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right to make and exploit derivative works based on or adopted from works covered by such copyrights, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in Schedule 1 hereto (as such schedule may be amended or supplemented from time to time), (ii) the right to, and to obtain, all extensions and renewals thereof, (iii) all rights to sue, or otherwise recover, for any past, present, and future infringements and other violations thereof, (iv) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (v) all other rights of any kind whatsoever corresponding thereto throughout the world ("Copyrights");

(d) (i) all trade secrets and all other confidential or proprietary information and know-how, whether or not such trade secret has been reduced to a writing or other tangible form, including, without limitation, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements, misappropriations, and other violations thereof, (ii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, (iii) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, and (iv) all documents and things embodying, incorporating, or referring in any way to such trade secret (collectively, the "Trade Secrets"); and

(e) (i) all licenses or written agreements providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (v) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), 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.


SECTION 4. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.


[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.


ONE COMMUNICATIONS CORP.

By: 
Name: R.Charles Mancini
Title: Chief Financial Officer


CHOICE ONE COMMUNICATIONS INTERNATIONAL INC.

By: 
Name: R.Charles Mancini
Title: Chief Financial Officer


CHOICE ONE COMMUNICATIONS OF NEW YORK INC.

By: 
Name: R.Charles Mancini
Title: Chief Financial Officer


CHOICE ONE COMMUNICATIONS OF PENNSYLVANIA INC.

By: 
Name: R.Charles Mancini
Title: Chief Financial Officer

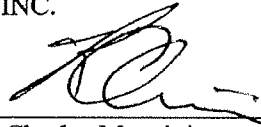
CHOICE ONE COMMUNICATIONS OF OHIO INC.

By: 
Name: R.Charles Mancini
Title: Chief Financial Officer

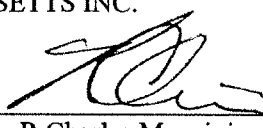
CHOICE ONE COMMUNICATIONS OF VERMONT
INC.

By: 
Name: R.Charles Mancini
Title: Chief Financial Officer

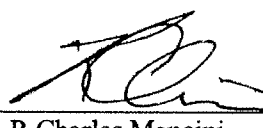
CHOICE ONE COMMUNICATIONS OF
CONNECTICUT INC.

By: 
Name: R.Charles Mancini
Title: Chief Financial Officer

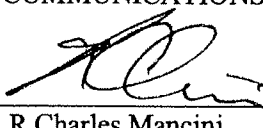
CHOICE ONE COMMUNICATIONS OF
MASSACHUSETTS INC.

By: 
Name: R.Charles Mancini
Title: Chief Financial Officer

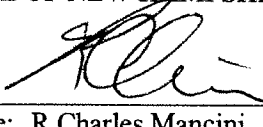
CHOICE ONE COMMUNICATIONS OF RHODE
ISLAND INC.

By: 
Name: R.Charles Mancini
Title: Chief Financial Officer

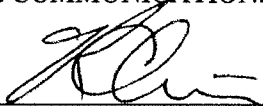
CHOICE ONE COMMUNICATIONS OF MAINE INC.

By: 
Name: R.Charles Mancini
Title: Chief Financial Officer

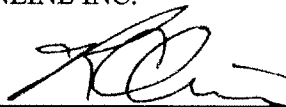
CHOICE ONE OF NEW HAMPSHIRE INC.

By: 
Name: R.Charles Mancini
Title: Chief Financial Officer


CHOICE ONE COMMUNICATIONS SERVICES INC.

By: 
Name: R.Charles Mancini
Title: Chief Financial Officer


CHOICE ONE ONLINE INC.

By: 
Name: R.Charles Mancini
Title: Chief Financial Officer


CHOICE ONE COMMUNICATIONS OF VIRGINIA
INC.

By: 
Name: R.Charles Mancini
Title: Chief Financial Officer

US XCHANGE INC.

By: 
Name: R.Charles Mancini
Title: Chief Financial Officer


US XCHANGE OF INDIANA, L.L.C.

By: 
Name: R.Charles Mancini
Title: Chief Financial Officer

US XCHANGE OF WISCONSIN, L.L.C.

By: 
Name: R.Charles Mancini
Title: Chief Financial Officer


US XCHANGE OF ILLINOIS, L.L.C.

By: 
Name: R.Charles Mancini
Title: Chief Financial Officer


US XCHANGE OF MICHIGAN, L.L.C.

By: 
Name: R.Charles Mancini
Title: Chief Financial Officer


ONE COMMUNICATIONS ACQUISITION CORP. II

By: 
Name: R.Charles Mancini
Title: Chief Financial Officer

CTBB HOLDINGS, INC.


By: 
Name: R.Charles Mancini
Title: Chief Financial Officer

CONNECTICUT BROADBAND, LLC

By: 
Name: R.Charles Mancini
Title: Chief Financial Officer


CONNECTICUT TELEPHONE &
COMMUNICATIONS SYSTEMS, INC.

By: _____


Name: R.Charles Mancini
Title: Chief Financial Officer


CTC COMMUNICATIONS CORP.

By: _____


Name: R.Charles Mancini
Title: Chief Financial Officer


CTC COMMUNICATIONS OF VIRGINIA, INC.

By: _____


Name: R.Charles Mancini
Title: Chief Financial Officer


LIGHTSHIP HOLDING, INC.

By: _____


Name: R.Charles Mancini
Title: Chief Financial Officer


LIGHTSHIP TELECOM, LLC

By: _____


Name: R.Charles Mancini
Title: Chief Financial Officer

CVB NORTHWEST, LLC

By: _____


Name: R.Charles Mancini
Title: Chief Financial Officer

ONE COMMUNICATIONS ACQUISITION CORP. I

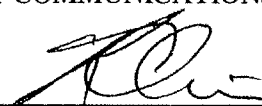
By:



Name: R. Charles Mancini
Title: Chief Financial Officer

CONVERSENT COMMUNICATIONS, INC.

By:



Name: R. Charles Mancini
Title: Chief Financial Officer

CONVERSENT HOLDINGS, INC.

By:



Name: R. Charles Mancini
Title: Chief Financial Officer

MOUNTAINEER TELECOMMUNICATIONS LLC

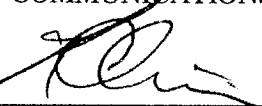
By:



Name: R. Charles Mancini
Title: Chief Financial Officer

CONVERSENT COMMUNICATIONS, LLC

By:



Name: R. Charles Mancini
Title: Chief Financial Officer

PAYPHONE, LLC


By:



Name: R. Charles Mancini
Title: Chief Financial Officer


REON BROADBAND CORP.

By: _____


Name: R.Charles Mancini
Title: Chief Financial Officer

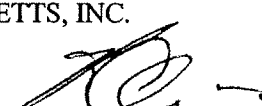
CONVERSENT COMMUNICATIONS OF RHODE ISLAND, LLC

By: _____


Name: R.Charles Mancini
Title: Chief Financial Officer


CONVERSENT COMMUNICATIONS OF MASSACHUSETTS, INC.

By: _____


Name: R.Charles Mancini
Title: Chief Financial Officer


CONVERSENT COMMUNICATIONS OF NEW HAMPSHIRE, LLC

By: _____



Name: R.Charles Mancini
Title: Chief Financial Officer

CONVERSENT COMMUNICATIONS OF MAINE, LLC


By: _____


Name: R.Charles Mancini
Title: Chief Financial Officer


CONVERSENT COMMUNICATIONS OF
VERMONT, LLC

By: 
Name: R.Charles Mancini
Title: Chief Financial Officer

CONVERSENT COMMUNICATIONS OF
CONNECTICUT, LLC

By: 
Name: R.Charles Mancini
Title: Chief Financial Officer


CONVERSENT COMMUNICATIONS OF NEW
YORK, LLC

By: 
Name: R.Charles Mancini
Title: Chief Financial Officer


CONVERSENT COMMUNICATIONS OF NEW
JERSEY, LLC

By: 
Name: R.Charles Mancini
Title: Chief Financial Officer


CONVERSENT COMMUNICATIONS OF
PENNSYLVANIA, LLC

By: 
Name: R.Charles Mancini
Title: Chief Financial Officer


CONVERSENT DATA VAULT, LLC

By: 
Name: R.Charles Mancini
Title: Chief Financial Officer


INTELECOM DATA SYSTEMS, INC.

By: 
Name: R.Charles Mancini
Title: Chief Financial Officer


CONVERSENT COMMUNICATIONS LONG
DISTANCE, LLC

By: 
Name: R.Charles Mancini
Title: Chief Financial Officer


FIBERNET, L.L.C.

By: 
Name: R.Charles Mancini
Title: Chief Financial Officer

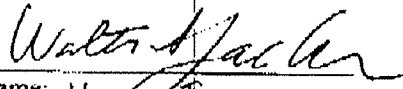
FIBERNET TELECOMMUNICATIONS OF
PENNSYLVANIA, LLC

By: 
Name: R.Charles Mancini
Title: Chief Financial Officer

FIBERNET OF OHIO, LLC

By: 
Name: R.Charles Mancini
Title: Chief Financial Officer



GOLDMAN SACHS CREDIT PARTNERS L.P.,
as Collateral Agent



By: 
Name: WALTER JACKSON
Title: MANAGING DIRECTOR

Second Lien Intellectual Property Security Agreement

TRADEMARKS

<u>Grantor</u>	<u>Trademarks</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
CTC Communications Corp.	Intellinet	4/12/99	Registered 6/19/01	2462460
CTC Communications Corp.	Intelliview	11/19/98	Registered 7/31/01	2472699
CTC Communication Corp.	PowerPath	11/19/98	Registered 3/26/02	2553104
CTC Communications Corp.	PowerPath Network	11/8/01	Registered 3/04/03	2692450
CTC Communications Corp.	Sales in Motion	2/14/06	Pending Use based	78814401 (App. No.)
CTC Communications Corp.	SiM	2/14/06	Pending Use based	78814372 (App. No.)
CTC Communications Group, Inc.	Business Basic	7/21/05	Pending Use based	78675123 (App. No.)
CTC Communications Group, Inc.	Business Plus	7/21/05	Pending Use based	78675129 (App. No.)
CTC Communications Group, Inc.	CTC Complete	3/25/05	Pending Intent to use	78595521 (App. No.)
CTC Communications Group, Inc.	CTC Customizer	3/25/05	Pending Intent to use	78595523 (App. No.)
CTC Communications Group, Inc.	CTC Direct	6/24/05	Pending Use based	78657559 (App. No.)
CTC Communications Group, Inc.	CTC Optimizer	3/25/05	Pending Intent to use	78595520 (App. No.)
REON Broadband Corp.	BLEC	4/12/99	Registered 3/13/01	2435814
REON Broadband Corp.	REON	6/16/00	Registered 6/26/01	2463949
REON Broadband Corp.	REON BROADBAND	6/16/00	Registered 7/24/01	2471535

<u>Grantor</u>	<u>Trademarks</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
CTC Communications Group, Inc. 	Design Only	2/26/04	Registered 5/03/05	2946085
CTC Communications Group, Inc.	Market in Motion	12/21/05	Pending Use based	78778218 (App. No.)
CTC Communications Group, Inc.	MiM	12/21/05	Pending Use based	78778178 (App. No.)
CTC Communications Group, Inc.	The Service You Want. The Technology You Need.	2/26/04	Registered 3/15/05	2933157
Lightship Lightship LLC	LIGHTSHIP	3/29/99	Registered 6/19/01	2460848
Lightship Telecom, LLC	Lightship Telecom	4/29/98	Registered 9/19/00	2388302
Connecticut Telephone & Communication Systems, Inc.	Connecticut Telephone	02/09/96	Granted on 4/11/96 – not renewed	9872 (CT Registration Only)
Following closing, One Communications will be filing a new trademark application to protect its new name, logo and tag line.				
Choice One Communications Inc.	CHOICE ONE	9/15/98	Registered 10/23/01	2500684
Choice One  Communications Inc.	CHOICE ONE.COMMUNICATIO NS	1/20/00	Registered 5/29/01	2454977
Choice One Communications Inc.	CHOICEACCESS	3/15/99	Registered 3/28/00	2335475
Choice One Communications Inc.	CHOICEGUARD	1/20/00	Registered 8/5/03	2745598

<u>Grantor</u>	<u>Trademarks</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
Choice One Communications Inc.	CHOICEINVOICE	2/22/00	Registered 12/11/01	2518576
Choice One Communications Inc.	CHOICEMESSAGE	1/20/00	Registered 8/6/02	2605379
Choice One Communications Inc.	CHOICENETPATH	6/21/00	Registered 7/24/01	2471554
Choice One Communications Inc.	CHOICEONEDATALINK	1/20/00	Registered 8/6/02	2605378
Choice One Communications Inc.	CHOICEONEONLINE (Class 38)	10/26/00	Registered 4/30/02	2565150
Choice One Communications Inc.	CHOICEONEONLINE (Class 42)	2/2/00	Registered 6/24/03	2729597
Choice One Communications Inc. 	CHOICEONE. ONLINE	10/26/00	Registered 1/29/02	2533926
Choice One Communications Inc.	CHOICEONEPLUS	3/15/99	Registered 6/19/01	2460829
Choice One Communications Inc.	CHOICEPATH	3/15/99	Registered 3/28/00	2335482
Choice One Communications Inc.	CHOICESELECT	3/15/99	Registered 2/22/00	2321688
Choice One Communications Inc.	CHOICEXCHANGE	3/15/99	Registered 2/22/00	2321687
Choice One Communications Inc.	INFINITECHOICE	5/3/00	Registered 4/2/02	2557157
US Xchange, L.L.C. 	USXCHANGE	11/2/98	Registered 2/1/00	2313861
US Xchange, L.L.C.	XCEPTIONAL LOCAL PHONE SERVICE	7/19/99	Registered 5/2/00	2347910

PATENTS

None.

COPYRIGHTS

<u>Grantor</u>	<u>Copyrights</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
CTC Communications Corp.	IntelliVIEW – software application	3/15/99 (Reg. Date)	Registered	TXu-809-178
CTC Communications Corp.	NIMBUS – network integration manager	3/15/99 (Reg. Date)	Registered	TXu-809-177
REON Broadband Corp.	REON Broadband.	2/21/01 (reg. date)	Registered	TX-5-348-539

INTELLECTUAL PROPERTY LICENSES

None.