

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Trademark Security Agreement
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Talk America Holdings, Inc.		12/15/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association
Street Address:	201 South College Street
Internal Address:	8th Floor, NC0680
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288-0680
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2073462	TALKAMERICA
Registration Number:	2813263	TALK.COM
Registration Number:	2813266	TALK.COM
Registration Number:	2625798	MATCHUP
Registration Number:	2812827	TALK AMERICA

OP \$140.00 2073462

CORRESPONDENCE DATA

Fax Number: (704)353-3698
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 704 331 5792
 Email: dmillard@kennedycovington.com
 Correspondent Name: Karl S. Sawyer, Jr.
 Address Line 1: 214 N Tryon St., Hearst Tower, 47th Fl.
 Address Line 2: Kennedy Covington Lobdell & Hickman, LLP
 Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	13568.156 CAVALIER TELE
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.
Signature:	/Karl S. Sawyer, Jr./
Date:	12/29/2006
Total Attachments: 6 source=TMSATalkAmericaHoldingsInc#page1.tif source=TMSATalkAmericaHoldingsInc#page2.tif source=TMSATalkAmericaHoldingsInc#page3.tif source=TMSATalkAmericaHoldingsInc#page4.tif source=TMSATalkAmericaHoldingsInc#page5.tif source=TMSATalkAmericaHoldingsInc#page6.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of December 15, 2006 by and between TALK AMERICA HOLDINGS, INC., a Delaware corporation (the "Grantor"), having its chief executive office at 2134 West Laburnum Avenue, Richmond, Virginia 23227, and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (in such capacity, the "Administrative Agent"), with offices at 201 South College Street, 8th Floor, NC0680, Charlotte, North Carolina 28288-0680, for the ratable benefit of the Lenders from time to time parties to the Amended and Restated Credit Agreement, dated of even date herewith (as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Cavalier Telephone Corporation, as Parent (the "Parent"), CavTel Holdings, LLC, as Borrower (the "Borrower"), the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of an Amended and Restated Collateral Agreement dated of even date herewith by and among the Parent, the Borrower, certain of Borrower's Subsidiaries party thereto, including the Grantor and the Administrative Agent (as further amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:


- (i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;
- (ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and
- (iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

TALK AMERICA HOLDINGS, INC., as Grantor

By: 

Name: Brad A. Evans

Title: President

ACKNOWLEDGMENT

STATE OF Virginia

^{city}
COUNTY OF Richmond

I, Sherry Brown, a Notary Public for said ~~County~~^{city} and State, do hereby certify that Brad A. Evans personally appeared before me this day and stated that he is the President of Talk America Holdings, Inc., and acknowledged on behalf of Talk America Holdings, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 15 day of December, 2006.


Notary Public

My commission expires:

2-29-08

[Signature Pages Continue]

Agreed and Accepted as of the
15th day of December, 2006.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 

Name: Marc A. Birenbaum

Title: Director

Schedule A to Trademark Security Agreement

U.S. Federal Trademark Registrations Talk America Holdings, Inc.		
Trademark	App. No. App. Date	Reg. No. Reg. Date
TALKAMERICA	75061882 February 23, 1996	2073462 June 24, 1997
TALK.COM	75677627 April 7, 1999	2813263 February 10, 2004
<i>TALK.com</i>	75690766 April 26, 1999	2813266 February 10, 2004
MATCHUP	75908308 February 2, 2000	2625798 September 24, 2002
TALK AMERICA	78060209 April 25, 2001	2812827 February 10, 2004

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None