

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
LDMI Telecommunications, Inc.		12/15/2006	CORPORATION: MICHIGAN

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: 12

Property Type	Number	Word Mark
Registration Number:	2454479	SETTING A NEW TONE FOR BUSINESS
Registration Number:	2454480	LDMI TELECOMMUNICATIONS
Registration Number:	2459030	LDMI
Registration Number:	2456670	LDMI
Registration Number:	2377075	BUSINESS CALLS ON US
Registration Number:	2550659	SERVICE WATCH
Registration Number:	2596856	IDEAL TECHNOLOGY SOLUTIONS U.S., INC.
Registration Number:	2593649	
Registration Number:	2596860	IDEAL TECHNOLOGY SOLUTIONS
Registration Number:	2609402	THE PHONE COMPANY THAT'S ALL BUSINESS
Registration Number:	2654365	THE PHONE COMPANY YOU CAN TALK TO
Registration Number:	2887623	MEMBERSHIP MATTERS

CORRESPONDENCE DATA

900065755

**TRADEMARK
 REEL: 003453 FRAME: 0054**

OP \$315.00 2454479

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

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of December 15, 2006 by and between LDMI TELECOMMUNICATIONS, INC., a Michigan 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

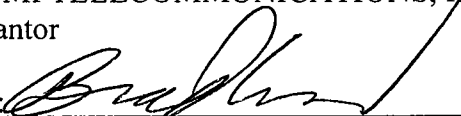
(iv) all products and proceeds of the foregoing.

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.

LDMI TELECOMMUNICATIONS, INC., as
Grantor

By: 
Name: Brad A. Evans
Title: President

ACKNOWLEDGMENT

STATE OF Virginia
~~COUNTY~~ ^{CITY} 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 LDMI Telecommunications, Inc., and acknowledged on behalf of LDMI Telecommunications, Inc. the due execution of the foregoing instrument.

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


Notary Public

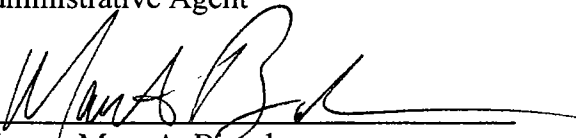
My commission expires:

2-29-08

[Signature Pages Continue]

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

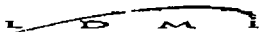


WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 

Name: Marc A. Birenbaum

Title: Director

Schedule A to Trademark Security Agreement

U.S. Federal Trademark Registrations LDMI Telecommunications, Inc.		
Trademark	App. No. App. Date	Reg. No. Reg. Date
SETTING A NEW TONE FOR BUSINESS	75653146 March 3, 1999	2454479 May 29, 2001
LDMI TELECOMMUNICATIONS	75653196 March 4, 1999	2454480 May 29, 2001
LDMI	75653197 March 4, 1999	2459030 June 12, 2001
	75653324 March 4, 1999	2456670 June 5, 2001
BUSINESS CALLS ON US	75665056 March 22, 1999	2377075 August 15, 2000
SERVICE WATCH	75817361 October 7, 1999	2550659 March 19, 2002
	76046994 May 12, 2000	2596856 July 23, 2002
	76046995 May 12, 2000	2593649 July 16, 2002
IDEAL TECHNOLOGY SOLUTIONS	76048679 May 12, 2000	2596860 July 23, 2002
THE PHONE COMPANY THAT'S ALL BUSINESS	76252098 May 4, 2001	2609402 August 20, 2002
THE PHONE COMPANY YOU CAN TALK TO	76372671 February 19, 2002	2654365 November 26, 2002
MEMBERSHIP MATTERS	78183569 November 11, 2002	2887623 September 21, 2004

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None