

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
York Telecom Corporation		01/03/2007	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	BHC Interim Funding II, L.P.		
Street Address:	444 Madison Avenue		
Internal Address:	25th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2954570	C-CURE WARE	
CORRESPONDENCE DATA			
Fax Number:	(215)832-5347		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-569-5347		
Email:	aria@blankrome.com		
Correspondent Name:	Zachary A. Aria		
Address Line 1:	One Logan Square		
Address Line 2:	9th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
ATTORNEY DOCKET NUMBER:	121529-01039		
NAME OF SUBMITTER:	Zachary A. Aria		
Signature:	/Zachary A. Aria/		

CH \$40.00 2954570

Date:

01/17/2007

Total Attachments: 3

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NOTICE OF ASSIGNMENT FOR SECURITY

(Trademarks)

WHEREAS, YORK TELECOM CORPORATION (the "Assignor") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Trademark Security Agreement dated as of January 3, 2007 (the "Security Agreement") in favor of BHC Interim Funding II, L.P. (the "Assignee");

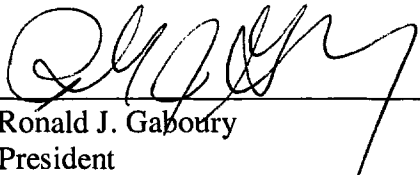
WHEREAS, pursuant to the Security Agreement, the Assignor has granted to the Assignee a security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and restrictions thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (all of the foregoing collectively, the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby grant to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

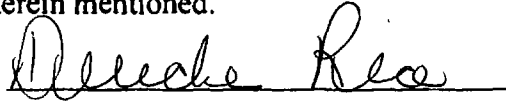
IN WITNESS WHEREOF, the Assignor has caused this Notice of Assignment for Security to be duly executed by its officer thereunto duly authorized as of January 3, 2007.

YORK TELECOM CORPORATION

By: 
Name: Ronald J. Gaboury
Title: President

STATE OF NEW JERSEY)
) ss.:
COUNTY OF MONMOUTH)

On this 4th day of January, 2007, before me personally came Ronald J. Gaboury, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the President of YORK TELECOM CORPORATION, and that he executed the foregoing instrument in the name of such corporation and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said corporation for the uses and purposes therein mentioned.



DEIRDRE RICE
Notary Public of New Jersey
Commission Expires 12/22/08

NOTICE OF ASSIGNMENT FOR SECURITY

(Trademarks)

SCHEDULE A

Mark	Registration Number
C-CURE WARE	2,954,570