

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
Wire One Communications, Inc.		02/28/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	OFS Agency Services, LLC
Street Address:	2850 West Golf Road, Suite 520
City:	Rolling Meadows
State/Country:	ILLINOIS
Postal Code:	60008
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2549365	ONE CARE
Registration Number:	1999347	TECHNOLOGY WITH VISION
Registration Number:	3011385	ENGAGESCHEDULE
Registration Number:	2544214	V-TRAVEL
Registration Number:	3011379	ENGAGEAUDIO
Registration Number:	2390613	VIRTUAL RESERVATION
Registration Number:	3010710	CREATING INNOVATIVE COLLABORATION SOLUTIONS FOR YOUR BUSINESS
Registration Number:	2579259	VR CARD
Registration Number:	2199760	V-SPAN
Registration Number:	3026748	INNOVATIVE COLLABORATION SOLUTIONS
Registration Number:	2962648	V-UNIVERSITY
Registration Number:	2940301	ENGAGEVIDEO
Registration Number:	2940300	ENGAGEAUDIO

CH \$390.00 2549365

Registration Number:	2940299	ENGAGESCHEDULE
Registration Number:	2535364	VIDEO ON

CORRESPONDENCE DATA

Fax Number: (312)577-4565
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-577-8265
Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten Muchin
Address Line 1: 525 W Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	206163-77
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	03/05/2007

Total Attachments: 8
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AGREEMENT
(Trademark)

THIS AGREEMENT (TRADEMARK), dated as of February 28, 2007 (this "Agreement"), is by and between **WIRE ONE COMMUNICATIONS, INC.**, a Delaware corporation ("Debtor"), and **OFS AGENCY SERVICES, LLC**, as "Agent" on behalf of the "Lenders" (as such terms are defined in the Secured Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to a Secured Credit Agreement dated as of February 28, 2007 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Secured Credit Agreement"), among Debtor, Agent and the Lenders, the Agent and Lenders have agreed to make loans and other extensions of credit to the Debtor;

WHEREAS, to induce Agent and the Lenders to enter into the Secured Credit Agreement and make the loans and other extensions of credit thereunder, Debtor has agreed to pledge and grant a security interest in the Collateral (as defined in the Security Agreement referred to below) as security for the Secured Liabilities (as defined in the Security Agreement referred to below) pursuant to that certain Security Agreement dated as of as of February 28, 2007 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement") among Debtor, Agent and the other persons and entities party thereto as "Debtors";

WHEREAS, as a condition precedent to the making of the loans and other extensions of credit under the Secured Credit Agreement, Debtor is required to execute and deliver this Agreement and to grant to Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Liabilities; and

WHEREAS, Debtor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans and other extensions of credit pursuant to the Secured Credit Agreement, Debtor agrees, for the benefit of Agent and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of all of the Secured Liabilities, Debtor does hereby mortgage, pledge and grant to Agent for the benefit of Agent and Lenders a continuing security interest in, all of the following property (the "Trademark Collateral"), whether now or hereafter owned, existing or arising:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing items in this clause (a) being called a “**Trademark**”), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by Debtor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest of Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Agent under the Security Agreement. The Security Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. This Agreement shall terminate and be released in accordance with Section 12 of the Security Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Secured Credit Agreement and shall (unless otherwise expressly indicated herein)

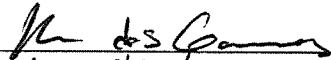
be construed, administered and applied in accordance with the terms and provisions of the Secured Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

- Remainder of Page Intentionally Left Blank; Signature Page Follows -

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WIRE ONE COMMUNICATIONS, INC., a
Delaware corporation

By: 
Name: Ken des Barennes
Its: CFO

Acknowledged and Agreed:

OFS AGENCY SERVICES, LLC, a
Delaware limited liability company, as Agent

By: Orchard First Source Capital, Inc.
its attorney-in-fact

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

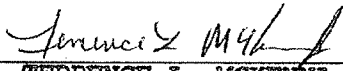
WIRE ONE COMMUNICATIONS, INC., a
Delaware corporation

By: _____
Name: _____
Its: _____

Acknowledged and Agreed:

OFS AGENCY SERVICES, LLC, a
Delaware limited liability company, as Agent

By: Orchard First Source Capital, Inc.
its attorney-in-fact

By: 
Name: TERRENCE L. MCKENNA
Its: DIRECTOR

ATTACHMENT 1

Mark	Serial Number	Filing Date	Registration Number	Registration Date
ONE CARE	76-103356	8/4/2000	2549365	3/19/2002
TECHNOLOGY WITH VISION	74-664740	4/21/1995	1999347	9/10/1996
ENGAGESCHEDULE	78-482667	9/13/2004	3011385	11/1/2005
V-TRAVEL	76-059067	5/26/2000	2544214	3/5/2002
ENGAGEAUDIO	78-482606	9/13/2004	3011379	11/1/2005
VIRTUAL RESERVATION	75-692286	4/27/1999	2390613	9/26/2000

CREATING INNOVATIVE COLLABORATION SOLUTIONS FOR YOUR BUSINESS	78-376585	3/1/2004	3010710	11/1/2005
VR CARD	75-692284	4/27/1999	2579259	6/11/2002
V-SPAN	75-347394	8/26/1997	2199760	10/27/1998
INNOVATIVE COLLABORATION SOLUTIONS	78-376593	3/1/2004	3026748	12/13/2005
V-UNIVERSITY	76-074601	6/21/2000	2962648	6/14/2005
ENGAGEVIDEO	75-930735	2/28/2000	2940301	4/12/2005
ENGAGEAUDIO	75-930734	2/28/2000	2940300	4/12/2005
ENGAGESCHEDULE	75-930694	2/28/2000	2940299	4/12/2005

VIDEO ON	75-785734	8/26/1999	2535364	2/5/2002
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