

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Paetec Communications, Inc.		02/28/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Deutsche Bank Trust Company Americas
<b>Street Address:</b>	60 Wall Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10005
<b>Entity Type:</b>	Collateral Agent:

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Serial Number:	74645551	CAMPUSLINK
Serial Number:	76144025	
Serial Number:	75663611	ONNET MALL
Serial Number:	77081938	PAETEC
Serial Number:	77093735	PAETEC
Serial Number:	77093749	PAETEC
Serial Number:	77093742	PAETEC
Serial Number:	77082932	PAETEC
Serial Number:	78229720	PAETEC COMMUNICATIONS
Serial Number:	78335523	PASSIONATE ABOUT QUALITY
Serial Number:	75735606	TECPATH
Serial Number:	75936807	WHERE COMMUNICATIONS HAS BECOME AN ART

**CORRESPONDENCE DATA**

**CH \$315.00 74645551**

Fax Number: (212)354-8113  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-819-8923  
Email: trademarkdocket@whitecase.com  
Correspondent Name: Matthew Bart c/o White & Case LLP  
Address Line 1: 1155 Avenue of the Americas  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1111779-1698
NAME OF SUBMITTER:	Matthew Bart
Signature:	/Matthew Bart/
Date:	03/14/2007

Total Attachments: 7  
source=Grant Paetec#page1.tif  
source=Grant Paetec#page2.tif  
source=Grant Paetec#page3.tif  
source=Grant Paetec#page4.tif  
source=Grant Paetec#page5.tif  
source=Grant Paetec#page6.tif  
source=Grant Paetec#page7.tif

**GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Paetec Communications, Inc., a Delaware corporation (the "Grantor") with principal offices at One PaeTec Plaza, 600 Willowbrook Office Park, Fairport, New York 14450, hereby grants to Deutsche Bank Trust Company Americas, as Collateral Agent, with principal offices at 60 Wall Street, New York, NY 10005, (the "Grantee"), a security interest in (i) all of the Grantor's rights, title and interest in and to the United States trademarks and all trademark applications (the "Trademarks") set forth on Schedule A attached hereto, in each case together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Trademarks, (iii) the goodwill of the businesses with which the Trademarks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of February 28, 2007 (as the same may be further amended, modified, restated, and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Trademarks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement and is not intended to increase the rights of the Grantee pursuant to the Security Agreement or the obligations of the Grantee beyond the rights and obligations contained in the Security Agreement. The rights and remedies of the Grantee

with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

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

This Grant may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

**[Remainder of this page intentionally left blank; signature page follows]**

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the  
28<sup>TH</sup> day of FEBRUARY, 2007.

PAETEC COMMUNICATIONS, INC., Grantor

By: Keith M. Wilson

Name: Keith M. Wilson

Title: Executive Vice President &  
Chief Financial Officer

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF MONROE )

On this 28<sup>th</sup> day of FEB., 2007, before me personally came Keith M. Wilson who, being by me duly sworn, did state as follows: that he is Executive Vice President and Chief Financial Officer of Paetec Communications, Inc., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

  
\_\_\_\_\_  
Notary Public


KAREN F. FERRINI  
Notary Public, State of New York  
No. 476553  
Qualified in Monroe County 2010  
Commission Expires Nov. 30, \_\_\_\_\_

DEUTSCHE BANK TRUST COMPANY  
AMERICAS, as Collateral Agent and Grantee

By 

Name: Anca Trifan

Title: Director

By 

Name:

Title:

**Paul O'Leary**

**Vice President**

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF NEW YORK )

On this 26 day of February 2007, before me personally came Anca Trifan and Paul O'Leary who, being by me duly sworn, did state as follows: that they are Director and Vice President of DEUTSCHE BANK TRUST COMPANY AMERICAS, that they are authorized to execute the foregoing Grant on behalf of said corporation and that they did so by authority of the Board of Directors of said corporation.

Peter W. Heff  
Notary Public

Peter W. Heff  
Notary Public, State of New York  
No. 01480000006 Qualified in Suffolk County  
Certificate Filed in New York County  
Commission Expires Sept. 13, 2009



SCHEDULE A

<u>MARK</u>	<u>APP NUMBER</u>	<u>REG. NO.</u>	<u>APP DATE</u>	<u>REG. DATE</u>
CAMPUSLINK	74/645551	2,168,761	13-Mar-1995	30-Jun-1998
MISCELLANEOUS DESIGN (Shield Logo)	76/144025	2503940	10-Oct-2000	06-Nov-2001
ONNET MALL	75/663611	2472741	19-Mar-1999	31-Jul-2001
PAETEC	77/081938		12-Jan-2007	
PAETEC	77/093735		29-Jan-2007	
PAETEC	77/093749		29-Jan-2007	
PAETEC (Stylized)	77/093742		29-Jan-2007	
PAETEC and Design	77/082932		15-Jan-2007	
PAETEC COMMUNICATIONS (& Design) 2003 Design	78/229720	2,988,888	25-Mar-2003	30-Aug-2005
PASSIONATE ABOUT QUALITY	78/335523	2,908,733	03-Dec-2003	07-Dec-2004
TECPATH	75/735606	2443412	23-Jun-1999	10-Apr-2001
WHERE COMMUNICATIONS HAS BECOME AN ART	75/936807	2442552	06-Mar-2000	10-Apr-2001