

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
US LEC ITel, L.L.C.		02/28/2007	LIMITED LIABILITY COMPANY: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Collateral Agent:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2268375	MEGAPOP	
Registration Number:	3066985	STARNET	
Registration Number:	3074594	VOICEECLIPSE	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		

CH \$90.00 2268375

Signature:	/Matthew Bart/
Date:	03/14/2007
Total Attachments: 7 source=Grant US Lec Itel#page1.tif source=Grant US Lec Itel#page2.tif source=Grant US Lec Itel#page3.tif source=Grant US Lec Itel#page4.tif source=Grant US Lec Itel#page5.tif source=Grant US Lec Itel#page6.tif source=Grant US Lec Itel#page7.tif	

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

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, US LEC ITel, L.L.C., a North Carolina limited liability company (the "Grantor") with principal offices at 6801 Morrison Blvd., Morrocroft III, Charlotte, NC 28211, 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
28th day of February, 2007.

US LEC ITEL, L.L.C., Grantor
By: US LEC COMMUNICATIONS, INC.
Its Sole Member

By: 
Name: James Lyle Patrick
Title: Executive Vice President-Finance,
Chief Financial Officer and
Assistant Secretary

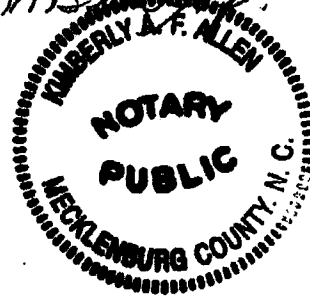
STATE OF North Carolina
COUNTY OF Mecklenburg ss.:

On this 28th day of February 2007, before me personally came James Lyle Patrick who, being by me duly sworn, did state as follows: that he is Executive Vice President-Finance, Chief Financial Officer and Assistant Secretary of US LEC Communications, Inc., the sole member of US LEC ITel, L.L.C., that he is authorized to execute the foregoing Grant on behalf of said limited liability company and that he did so by authority of the Board of Directors of US LEC Communications, Inc.


Kimberly A. Allen
Notary Public

By: _____
Name:
Title:

Commissioner. 3/4/09




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.



Notary Public

Peter W. Hoff
Notary Public, State of New York
No. 014E000000 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>
MEGAPOP		2,268,375		8/10/1999
STARNET		3,066,985		3/14/2006
VOICEECLIPSE		3,074,594		3/28/2006

NEWYORK 5994571 (2K)

RECORDED: 03/14/2007

TRADEMARK
REEL: 003499 FRAME: 0486