

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
NUVOX, INC.		05/31/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	WACHOVIA BANK, as Collateral Agent
Street Address:	201 South College Street, CP8
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288
Entity Type:	National Association:

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	1699946	BECAUSE YOUR BUSINESS IS ON THE LINE
Registration Number:	2441506	COMMUNICATIONS ABOVE ALL
Registration Number:	2815957	GABRIEL COMMUNICATIONS
Registration Number:	2815958	GABRIEL COMMUNICATIONS, INC.
Registration Number:	2818610	GABRIELMAIL
Registration Number:	2815961	GABRIELMAIL MESSENGER
Registration Number:	2743289	NUVOX
Registration Number:	2588271	NUVOX
Registration Number:	2743285	NUVOX
Registration Number:	2743284	NUVOX COMMUNICATIONS
Registration Number:	3130328	NUVOX COMMUNICATIONS
Registration Number:	2743288	NUVOX COMMUNICATIONS
Registration Number:	2588272	NUVOX COMMUNICATIONS
Registration Number:	2744095	NUVOX PRIVATE NETWORK

OP \$415.00 1699946

Registration Number:	2753843	THE NEW VOICE IN COMMUNICATIONS. YOURS.
Registration Number:	2753842	THE NEW VOICE IN COMMUNICATIONS. YOURS.

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714-540-1235
Email: ipdocket@lw.com, kristin.azcona@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, 20th Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	022411-0780
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	06/20/2007

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of May 31, 2007 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between each of [INSERT NAMES OF GRANTORS] (collectively, "Grantors") and Wachovia, in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantors are party to a Pledge and Security Agreement dated as of May 31, 2007 (the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

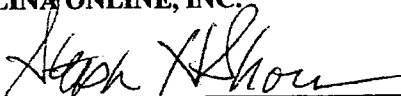
SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**NUVOX, INC.
NUVOX COMMUNICATIONS, INC.
BROADLINE COMMUNICATIONS, INC.
CAROLINA ONLINE, INC.**

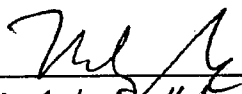
By: 
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

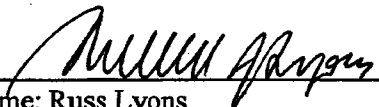
NUVOX, INC.
NUVOX COMMUNICATIONS, INC.
BROADLINE COMMUNICATIONS, INC.
CAROLINA ONLINE, INC.

By: _____
Name:
Title:

By:  _____
Name: *Mike Gallagher*
Title:

Accepted and Agreed:

WACHOVIA BANK, NATIONAL ASSOCIATION
as Collateral Agent





By: 
Name: Russ Lyons
Title: Director

Trademark Security Agreement



TRADEMARK
REEL: 003564 FRAME: 0181

**SCHEDULE I
To
TRADEMARK SECURITY AGREEMENT**

**U.S. Registered Trademarks
Owner: NuVox Communications, Inc.**

Trademark	Database	Status	Application No. Application Date	Registration No. Registration Date
COMPLETEVOICE	U.S. Federal	REGISTERED	76153760 October 25, 2000	2589746 July 2, 2002
Design Only 	U.S. Federal	REGISTERED	76013974 March 31, 2000	2580829 June 18, 2002
NEWSOUTH COMMUNICATIONS	U.S. Federal	REGISTERED	76136403 September 27, 2000	2569561 May 14, 2002
NEWSOUTH COMMUNICATIONS	U.S. Federal	REGISTERED	76000599 March 15, 2000	2444333 April 17, 2001
NEWSOUTH COMMUNICATIONS	U.S. Federal	REGISTERED	75345518 August 22, 1997	2259926 July 6, 1999
THE RADIO PEOPLE 	U.S. Federal	REGISTERED	75188578 October 28, 1996	2103490 October 7, 1997
TRI THE POWER	U.S. Federal	REGISTERED	76014271 March 31, 2000	2587264 July 2, 2002
TRIVERGENT	U.S. Federal	REGISTERED	76013957 March 31, 2000	2584400 June 25, 2002
TRIVERGENT COMMUNICATIONS 	U.S. Federal	REGISTERED	75746449 July 9, 1999	2550550 March 19, 2002
TRIVERGENT COMMUNICATIONS 	U.S. Federal	REGISTERED	75746448 July 9, 1999	2532647 January 22, 2002
DIRECT RATE	U.S. Federal	REGISTERED SUPPLEMENTAL REGISTER	76128842 September 14, 2000	2846934 May 25, 2004
WEB ARCHITECT	U.S. Federal	REGISTERED SUPPLEMENTAL REGISTER	76019039 April 6, 2000	2530943 January 15, 2002

Registered Trademarks
Owner: NuVox, Inc.

Trademark	Database	Status	Application No. Application Date	Registration No. Registration Date
BECAUSE YOUR BUSINESS IS ON THE LINE	U.S. Federal	RENEWED	74140817 February 20, 1991	1699946 July 7, 1992
COMMUNICATIONS ABOVE ALL	U.S. Federal	REGISTERED	75676420 April 6, 1999	2441506 April 3, 2001
GABRIEL COMMUNICATIONS	U.S. Federal	REGISTERED	75819795 October 12, 1999	2815957 February 24, 2004
GABRIEL COMMUNICATIONS, INC. 	U.S. Federal	REGISTERED	75819982 October 12, 1999	2815958 February 24, 2004
GABRIELMAIL	U.S. Federal	REGISTERED	75821438 October 12, 1999	2818610 March 2, 2004
GABRIELMAIL MESSENGER	U.S. Federal	REGISTERED	75832450 October 26, 1999	2815961 February 24, 2004
NUVOX	U.S. Federal	REGISTERED	76197395 January 19, 2001	2743289 July 29, 2003
NUVOX	U.S. Federal	REGISTERED	76300262 August 16, 2001	2588271 July 2, 2002
NUVOX	U.S. Federal	REGISTERED	76196130 January 19, 2001	2743285 July 29, 2003
NUVOX COMMUNICATIONS	U.S. Federal	REGISTERED	76196128 January 19, 2001	2743284 July 29, 2003
NUVOX COMMUNICATIONS 	U.S. Federal	REGISTERED	76594727 May 28, 2004	3130328 August 15, 2006
NUVOX COMMUNICATIONS	U.S. Federal	REGISTERED	76197065 January 19, 2001	2743288 July 29, 2003
NUVOX COMMUNICATIONS	U.S. Federal	REGISTERED	76300272 August 16, 2001	2588272 July 2, 2002
NUVOX PRIVATE NETWORK	U.S. Federal	REGISTERED	76327152 October 18, 2001	2744095 July 29, 2003
THE NEW VOICE IN COMMUNICATIONS. YOURS.	U.S. Federal	REGISTERED	76251893 May 4, 2001	2753843 August 19, 2003
THE NEW VOICE IN COMMUNICATIONS. YOURS.	U.S. Federal	REGISTERED	76251890 May 4, 2001	2753842 August 19, 2003

State Registered Trademarks
Owner: Broadline Communications, Inc.

Trademark	Database	Status	Registration No. Registration Date
BROADLINE	U.S. State	REGISTERED	S23049 October 19, 2006
BROADLINE	U.S. State	REGISTERED	S23048 October 19, 2006
BROADLINE	U.S. State	REGISTERED	T20061460 November 7, 2006
BROADLINE	U.S. State	REGISTERED	T20061459 November 7, 2006

State Registered Trademarks
Owner: Carolina Online, Inc.

Trademark	Database	Status	Registration No. Registration Date
CAROLINA ONLINE	U.S. State	REGISTERED	14953 September 18, 1998