

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ITC^DELTACOM, INC.		07/31/2007	CORPORATION: DELAWARE
BUSINESS TELECOM, INC.		07/31/2007	CORPORATION: NORTH CAROLINA
INTERSTATE FIBERNET, INC.		07/31/2007	CORPORATION: DELAWARE
DELTACOM, INC.		07/31/2007	CORPORATION: ALABAMA

**RECEIVING PARTY DATA**

<b>Name:</b>	CREDIT SUISSE, AS FIRST LIEN COLLATERAL AGENT
<b>Street Address:</b>	11 MADISON AVE.
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010
<b>Entity Type:</b>	Bank:

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	2405331	ITC^DELTACOM
Registration Number:	2407859	ITC DELTACOM
Registration Number:	2071650	DELTACOM
Registration Number:	2931048	E^COM
Registration Number:	2528538	E^DELTACOM
Registration Number:	2900348	EVERYBODY'S TALKING
Registration Number:	2427897	BTI
Registration Number:	2577608	INVOICE ONLINE
Registration Number:	2563320	MAX COMMERCE
Registration Number:	2561449	MAX COMMERCE A BTI COMPANY
Registration Number:	2711255	SIMPLICI-T

OP \$340.00 2405331

Registration Number:	2581457	THE FASTEST CAT ON THE NET
Registration Number:	2874175	VOICEPACK

**CORRESPONDENCE DATA**

Fax Number: (866)826-5420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 3016380511  
Email: ipresearchplus@comcast.net  
Correspondent Name: IP Research Plus, Inc.  
Address Line 1: 21 Tadcaster Circle  
Address Line 2: Attn: Penelope J.A. Agodoa  
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	31941
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	08/30/2007

Total Attachments: 7  
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RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
 HIC DELTACOAL INC.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: CRÉDIT SUISSE, AS FIRST LIEN COLLATERAL AGENT  
 Internal  
 Address: \_\_\_\_\_  
 Street Address: 11 MADISON AVE  
 City: NEW YORK State: NY Zip: 10010

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other - Bank \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other

Execution Date: JULY 31, 2007

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)  
 PLEASE SEE ATTACHED

B. Trademark Registration No.(s)  
 PLEASE SEE ATTACHED

Additional number(s) attached  Yes  No

6. Total number of applications and registrations involved: 23

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Penelope J.A. Agodoa  
 Internal Address: 1P Research Plus, Inc.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: 21 Edgester Circle  
 \_\_\_\_\_  
 City: Waldorf State: MD Zip: 20602

7. Total fee (37 CFR 3.41)..... \$ \_\_\_\_\_

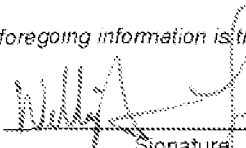
Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Wellington Lyons                                                            August 27, 2007  
 Name of Person Signing                              Signature                              Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of July 31, 2007 (this "*Agreement*"), among ITC^DELTA COM, INC., a Delaware corporation, located at 7037 Old Madison Pike, Huntsville, AL 35806 ("*Holdings*"), BUSINESS TELECOM, INC., a North Carolina corporation, located at 7037 Old Madison Pike, Huntsville, AL 35806, DELTA COM, INC., an Alabama corporation, located at 7037 Old Madison Pike, Huntsville, AL 35806, and Credit Suisse, a Swiss bank, located at Eleven Madison Avenue, NY, NY 10010, as Collateral Agent (in such capacity, the "*Collateral Agent*").

Reference is made to (a) the First Lien Guarantee and Collateral Agreement dated as of July 31, 2007 (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*"), among Holdings, INTERSTATE FIBERNET, INC. (the "*Borrower*"), the subsidiaries of Holdings party thereto and the Collateral Agent and (b) the First Lien Credit Agreement dated as of July 31, 2007 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among Holdings, the Borrower, the Lenders party thereto and Credit Suisse, as administrative agent and collateral agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiaries (including Business Telecom, Inc. and Deltacom, Inc., as Subsidiary Guarantors) are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in and lien on, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "*Trademark Collateral*");

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings

thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "*Trademarks*");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

Notwithstanding the above, the Trademark Collateral shall not include, and the security granted hereunder shall not attach to, any Excluded Collateral.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark 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 the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 4. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

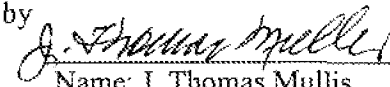
ITC^DELTA COM, INC.,

by

  
Name: J. Thomas Mullis  
Title: Sr. Vice President

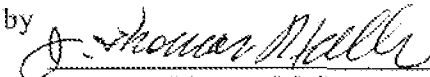
BUSINESS TELECOM, INC.,

by

  
Name: J. Thomas Mullis  
Title: Sr. Vice President

DELTA COM, INC.,

by

  
Name: J. Thomas Mullis  
Title: Sr. Vice President

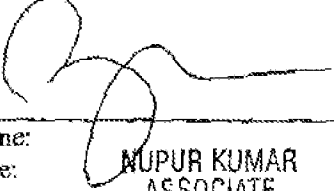
[Trademark – First Lien]

[[300301193]]

**TRADEMARK**  
**REEL: 003612 FRAME: 0670**

CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH, as Collateral Agent,

by   
Name: JAMES MORAN  
Title: MANAGING DIRECTOR

by   
Name: NUPUR KUMAR  
Title: ASSOCIATE

{Trademark - First Lien}

{(3003011)2}

Schedule I

I. Registered Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
ITC^DeltaCom, Inc.	ITC^DELTACOM (Class 38)	2,405,331	11/21/2000
ITC^DeltaCom, Inc.	ITC DELTACOM and Design (Class 38)	2,407,859	11/28/2000
ITC^DeltaCom, Inc.	DELTACOM (Classes 38 and 42)	2,071,650	06/17/1997
ITC^DeltaCom, Inc.	E^COM (Classes 37, 38 and 42)	2,931,048	03/08/2005
ITC^DeltaCom, Inc.	E^DELTACOM (Classes 37, 38 and 42)	2,528,538	01/08/2002
DeltaCom, Inc.	EVERYBODY'S TALKING (Class 38)	2,900,348	11/02/2004
Business Telecom, Inc.	BTI (Class 38)	2,427,897	02/13/2001
Business Telecom, Inc.	INVOICE ONLINE and Design (Class 36)	2,577,608	06/11/2002
Business Telecom, Inc.	MAX COMMERCE (Classes 35 and 42)	2,563,320	04/23/2002
Business Telecom, Inc.	MAX COMMERCE A BTI COMPANY and Design (Classes 35 and 42)	2,561,449	04/16/2002
Business Telecom, Inc.	SIMPLI-T and Design (Class 38)	2,711,255	04/29/2003
Business Telecom, Inc.	THE FASTEST CAT ON THE NET (Class 38)	2,581,457	06/18/2002
Business Telecom, Inc.	VOICEPACK	2,874,175	08/17/2004

II. Common Law Trademarks

<u>Owner</u>	<u>Trademark (U.S. only)</u>	<u>Anticipated Class</u>
DeltaCom, Inc.	SIMPLI-BIZ	Class 38
DeltaCom, Inc.	SIMPLI-BUSINESS	Class 38
DeltaCom, Inc.	SIMPLI-VOICE	Class 38
DeltaCom, Inc.	SIM-BIZ	Class 38
DeltaCom, Inc.	SO SIMPLE, IT'S GENIUS!	Class 38
DeltaCom, Inc.	SIMPLI-T	Class 38
DeltaCom, Inc.	DELTACOME ON!	Class 38
DeltaCom, Inc.	DELTACOMMUNITY	Class 38
DeltaCom, Inc.	DELTACOMMITMENT	Class 38
DeltaCom, Inc.	DELTACOMMUNICATION	Class 38



III. Trademark Applications

NONE

IV. Trademark Licenses

NONE