

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

|                                   |  |                            |                             |
|-----------------------------------|--|----------------------------|-----------------------------|
| <b>SUBMISSION TYPE:</b>           | NEW ASSIGNMENT                                 |                            |                             |
| <b>NATURE OF CONVEYANCE:</b>      | Security Agreement                             |                            |                             |
| <b>CONVEYING PARTY DATA</b>       |  |                            |                             |
| Name                              | Formerly                                       | Execution Date             | Entity Type                 |
| ITC^DELTACOM, INC.                |  | 07/30/2007                 | CORPORATION: DELAWARE       |
| BUSINESS TELECOM, INC.            |  | 07/31/2007                 | CORPORATION: NORTH CAROLINA |
| DELTACOM, INC.                    |  | 07/31/2007                 | CORPORATION: ALABAMA        |
| INTERSTATE FIBERNET, INC.         |  | 07/31/2007                 | CORPORATION: DELAWARE       |
| <b>RECEIVING PARTY DATA</b>       |  |                            |                             |
| Name:                             | CREDIT SUISSE, AS SECOND LIEN COLLATERAL AGENT |                            |                             |
| Street Address:                   | 11 MADISON AVE                                 |                            |                             |
| City:                             | NEW YORK                                       |                            |                             |
| State/Country:                    | NEW YORK                                       |                            |                             |
| Postal Code:                      | 10010  |                            |                             |
| Entity Type:                      | Bank:  |                            |                             |
| <b>PROPERTY NUMBERS Total: 13</b> |  |                            |                             |
| 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

900085881

**TRADEMARK**  
**REEL: 003612 FRAME: 0792**

|                      |         |                            |
|----------------------|---------|----------------------------|
| 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: | 31942                 |
| NAME OF SUBMITTER:      | Pennelope J.A. Agodoa |
| Signature:              | /pja/                 |
| Date:                   | 08/30/2007            |

## **Total Attachments: 7**

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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

## 1. Name of conveying party(ies):

ITC/DEL/TACOM, INC.

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

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

## 3. Nature of conveyance:

- ☐ Assignment      ☐ Merger  
☒ Security Agreement      ☐ Change of Name  
☐ Other

Execution Date: JULY 31, 2007

## 2. Name and address of receiving party(ies)

Name: CREDIT SUISSE, AS SEPARATE LIAISON 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

## 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

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

Name: Penelope J.A. Agodoa

Internal Address: IP Research Plus, Inc.

Street Address: 21 Tadcaster Circle

City: Waldorf State: MD Zip: 20602

## 6. Total number of applications and registrations involved:

23

## 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

Name of Person Signing

[Signature]

Signature

August 27, 2007

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

SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of July 31, 2007 (this "*Agreement*"), among ITC^DELTACOM, 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, DELTACOM, 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 Second 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 Second 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.

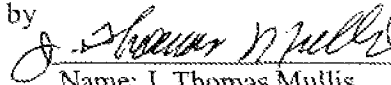
SECTION 5. Intercreditor Agreement. Reference is made to the **Intercreditor Agreement dated as of July 31, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "*Intercreditor Agreement*")**, among the Borrower, Holdings, the Subsidiaries of Holdings party thereto, Credit Suisse, as First Lien Collateral Agent (as defined therein), and Credit Suisse, as Second Lien Collateral Agent (as defined therein). **Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent and the other Secured Parties hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Agreement, the provisions of the Intercreditor Agreement shall control.**

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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^DELTACOM, INC.,

by

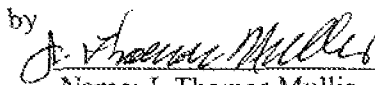


Name: J. Thomas Mullis

Title: Sr. Vice President

BUSINESS TELECOM, INC.,

by

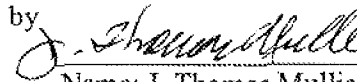


Name: J. Thomas Mullis

Title: Sr. Vice President

DELTACOM, INC.,

by



Name: J. Thomas Mullis

Title: Sr. Vice President

[Trademark – Second Lien]

{{3004469v1}}

CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH, as Collateral Agent,

by



Name: JAMES MORAN  
Title: MANAGING DIRECTOR

by



Name:  
Title: NUPUR KUMAR  
ASSOCIATE

[Trademark - Second Lien]

[[3004469-1]]

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