

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
Securem, LLC		09/14/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wachovia Bank, National Association		
Street Address:	201 South College Street		
Internal Address:	8th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28288-0680		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77277932	SECUREMEDIA	
Registration Number:	2945419	ENCRYPTONITE	
CORRESPONDENCE DATA			
Fax Number:	(704)353-3698		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704 331 5792		
Email:	dmillard@kennedycovington.com		
Correspondent Name:	Karl S. Sawyer, Jr.		
Address Line 1:	214 N Tryon St., Hearst Tower 47th Floor		
Address Line 2:	Kennedy Covington Lobdell & Hickman, LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	13568.156 CAVALIER TELEPH		
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.		

OP \$65.00 77277932

Signature:

/Karl S. Sawyer, Jr./

Date:

09/20/2007

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of September 14, 2007 by and between SECUREM, LLC, a Delaware limited liability company (the "Grantor"), having its chief executive office at c/o Cavalier Telephone Corporation, 2134 West Laburnum Avenue, Richmond, Virginia 23227, and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 201 South College Street, 8th Floor, Charlotte, North Carolina 28288-0680 for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Amended and Restated Credit Agreement, dated as of December 15, 2006 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and between CavTel Holdings, LLC as the Borrower, Cavalier Telephone Corporation as the Parent, the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of an Amended and Restated Collateral Agreement dated as of December 15, 2006 by and among the Parent, the Borrower, certain Subsidiaries of the Borrower party thereto, including the Grantor, and the Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;

(ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;

(iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and

(iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event

that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

SECUREM, LLC, as Grantor

By: _____

Name: David O. Whitt

Title: Secretary

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA

CITY OF RICHMOND

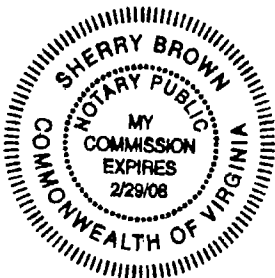
I, Sherry Brown, a Notary Public for said County and State, do hereby certify that David O. Whitt personally appeared before me this day and stated that he is the Secretary and Treasurer of SecureM, LLC and acknowledged, on behalf of SecureM, LLC, the due execution of the foregoing instrument.

Witness my hand and official seal, this 13 day of September, 2007.

Sherry Brown
Notary Public

My commission expires:

2-29-08 Reg # 339703




[Signature Pages Continue]

[Trademark Security Agreement - SecureM, LLC]

TRADEMARK
REEL: 003625 FRAME: 0058

Agreed and Accepted as of the
14 day of September, 2007.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: **Russ Lyons**
Title: **Director**

[Trademark Security Agreement - SecureM, LLC]

TRADEMARK
REEL: 003625 FRAME: 0059

Schedule A to Trademark Security Agreement

TRADEMARKS

<u>Trademarks</u>	<u>Reg. or Serial No.</u>	<u>Reg. or Filing Date</u>	<u>Affidavit of use</u>	<u>Renewal Due</u>
SecureMedia	77277932	Pending		
Encryptonite	2945419	5/3/2005		

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None

4814-1008-2049.03