

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																													
NATURE OF CONVEYANCE:	SECURITY INTEREST																																													
CONVEYING PARTY DATA																																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Onvoy, Inc.</td> <td></td> <td>11/07/2007</td> <td>CORPORATION: MINNESOTA</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Onvoy, Inc.		11/07/2007	CORPORATION: MINNESOTA																																						
Name	Formerly	Execution Date	Entity Type																																											
Onvoy, Inc.		11/07/2007	CORPORATION: MINNESOTA																																											
RECEIVING PARTY DATA																																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>CIT Lending Services Corporation</td> </tr> <tr> <td>Street Address:</td> <td>44 Whippany Road</td> </tr> <tr> <td>City:</td> <td>Morristown</td> </tr> <tr> <td>State/Country:</td> <td>NEW JERSEY</td> </tr> <tr> <td>Postal Code:</td> <td>07960</td> </tr> <tr> <td>Entity Type:</td> <td>Agent:</td> </tr> </table>	Name:	CIT Lending Services Corporation	Street Address:	44 Whippany Road	City:	Morristown	State/Country:	NEW JERSEY	Postal Code:	07960	Entity Type:	Agent:																																		
Name:	CIT Lending Services Corporation																																													
Street Address:	44 Whippany Road																																													
City:	Morristown																																													
State/Country:	NEW JERSEY																																													
Postal Code:	07960																																													
Entity Type:	Agent:																																													
PROPERTY NUMBERS Total: 14																																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 15%;">Number</th> <th style="width: 65%;">Word Mark</th> </tr> </thead> <tbody> <tr><td>Registration Number:</td><td>2742327</td><td>ONVOY</td></tr> <tr><td>Registration Number:</td><td>3098972</td><td>O</td></tr> <tr><td>Registration Number:</td><td>3261977</td><td>VOICE BUILT FOR HIGH SPEED</td></tr> <tr><td>Registration Number:</td><td>3127603</td><td>ONVOY COMMUNITY NETWORK</td></tr> <tr><td>Registration Number:</td><td>2702194</td><td>BE SEEN BE HEARD BE INFORMED BE CONNECTED</td></tr> <tr><td>Registration Number:</td><td>3163535</td><td>BANDWAGON</td></tr> <tr><td>Registration Number:</td><td>3154862</td><td></td></tr> <tr><td>Registration Number:</td><td>2032012</td><td>MRNET</td></tr> <tr><td>Registration Number:</td><td>2163819</td><td>MEANS TELCOM</td></tr> <tr><td>Registration Number:</td><td>2766674</td><td>ONVOYAGER</td></tr> <tr><td>Registration Number:</td><td>2550048</td><td>ONVENDOR</td></tr> <tr><td>Serial Number:</td><td>78872592</td><td>WE COME IN PEACE</td></tr> <tr><td>Serial Number:</td><td>78872617</td><td>IT'S THE FUTURE</td></tr> <tr><td>Registration Number:</td><td>2641492</td><td>ONVOY</td></tr> </tbody> </table>	Property Type	Number	Word Mark	Registration Number:	2742327	ONVOY	Registration Number:	3098972	O	Registration Number:	3261977	VOICE BUILT FOR HIGH SPEED	Registration Number:	3127603	ONVOY COMMUNITY NETWORK	Registration Number:	2702194	BE SEEN BE HEARD BE INFORMED BE CONNECTED	Registration Number:	3163535	BANDWAGON	Registration Number:	3154862		Registration Number:	2032012	MRNET	Registration Number:	2163819	MEANS TELCOM	Registration Number:	2766674	ONVOYAGER	Registration Number:	2550048	ONVENDOR	Serial Number:	78872592	WE COME IN PEACE	Serial Number:	78872617	IT'S THE FUTURE	Registration Number:	2641492	ONVOY	
Property Type	Number	Word Mark																																												
Registration Number:	2742327	ONVOY																																												
Registration Number:	3098972	O																																												
Registration Number:	3261977	VOICE BUILT FOR HIGH SPEED																																												
Registration Number:	3127603	ONVOY COMMUNITY NETWORK																																												
Registration Number:	2702194	BE SEEN BE HEARD BE INFORMED BE CONNECTED																																												
Registration Number:	3163535	BANDWAGON																																												
Registration Number:	3154862																																													
Registration Number:	2032012	MRNET																																												
Registration Number:	2163819	MEANS TELCOM																																												
Registration Number:	2766674	ONVOYAGER																																												
Registration Number:	2550048	ONVENDOR																																												
Serial Number:	78872592	WE COME IN PEACE																																												
Serial Number:	78872617	IT'S THE FUTURE																																												
Registration Number:	2641492	ONVOY																																												

CH \$365.00 2742327

CORRESPONDENCE DATA

Fax Number: (804)344-7999

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 804-788-8523

Email: HWRITM@hunton.com

Correspondent Name: Edward T. White

Address Line 1: 951 East Byrd Street

Address Line 2: Riverfront Plaza, East Tower

Address Line 4: Richmond, VIRGINIA 23219-4074

ATTORNEY DOCKET NUMBER:	64526.37
NAME OF SUBMITTER:	Edward T. White
Signature:	/Edward T. White/
Date:	11/12/2007

Total Attachments: 5

source=Trademark Interest Onvoy#page1.tif

source=Trademark Interest Onvoy#page2.tif

source=Trademark Interest Onvoy#page3.tif

source=Trademark Interest Onvoy#page4.tif

source=Trademark Interest Onvoy#page5.tif

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, ONVOY, INC., a Minnesota corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor has entered into a Credit and Guaranty Agreement dated as of November [7], 2007 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**") and CIT LENDING SERVICES CORPORATION, as Administrative Agent for the Lenders (in such capacity, "**Agent**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Borrowers thereunder; and

WHEREAS, pursuant to the terms of a Security and Pledge Agreement dated as of November [], 2007 (said Security and Pledge Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security and Pledge Agreement**"), among Grantor, Agent and the other grantors named therein, Grantor has created in favor of Agent a security interest in, and Agent has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security and Pledge Agreement, to evidence further the security interest granted by Grantor to Agent pursuant to the Security and Pledge Agreement, Grantor hereby grants to Agent a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**");

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security and Pledge Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto.

ONVOY, INC.

By: K. J. G.
Name: Ken desGarennes
Title: CEO

[Signature Page - Onvoy Grant of Trademark Security Interest]

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration/ Appl. Number</u>	<u>Registration/ Appl. Date</u>	<u>Jurisdiction</u>
Onvoy, Inc.	ONVOY	2,742,327	July 29, 2003	U.S.
Onvoy, Inc.	O & Design (Onvoy logo mark)	3,098,972	May 30, 2006	U.S.
Onvoy, Inc.	ONVOY & Design (Onvoy logo mark)	2,641,492	October 29, 2002	U.S.
Onvoy, Inc.	VOICE BUILT FOR HIGH SPEED	3,261,977	July 10, 2007	U.S.
Onvoy, Inc.	ONVOY & Design	TMA599367	January 14, 2004	U.S.
Onvoy, Inc.	ONVOY COMMUNITY NETWORK	3,127,603	August 8, 2006	U.S.
Onvoy, Inc.	BE SEEN BE HEARD BE INFORMED BE CONNECTED	2,702,194	April 1, 2003	U.S.
Onvoy, Inc.	BANDWAGON	3,163,535	October 24, 2006	U.S.
Onvoy, Inc.	Miscellaneous Design (Bandwagon logo mark)	3,154,862	October 10, 2006	U.S.
Onvoy, Inc.	MRNET	2,032,012	January 21, 1997	U.S.
Onvoy, Inc.	MEANS TELECOM	2,163,819	June 9, 1998	U.S.
Onvoy, Inc.	ONVOYAGER	2,766,674	September 23, 2003	U.S.
Onvoy, Inc.	ONVENDOR	2,550,048	March 19, 2002	U.S.
Onvoy, Inc.	ONVOYAGER	TMA633,947	March 1, 2005	Canada

Onvoy, Inc.	BE SEEN. BE HEARD. BE INFORMED. BE CONNECTED.	TMA619966	September 17, 2004	Canada
Onvoy, Inc.	ONVENDOR	TMA619290	September 13, 2004	Canada
Onvoy, Inc.	WE COME IN PEACE	78/872,592	April 28, 2006 (Allowed, pending filing of statement of use)	U.S.
Onvoy, Inc.	IT'S THE FUTURE	78/872,617	April 28, 2006 (Allowed, pending filing of statement of use)	U.S.