

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																
NATURE OF CONVEYANCE:	Acknowledgement of Intellectual Property Collateral Lien																
CONVEYING PARTY DATA																	
<table border="1"><thead><tr><th>Name</th><th>Formerly</th><th>Execution Date</th><th>Entity Type</th></tr></thead><tbody><tr><td>Verosity Technology Partners, BT</td><td></td><td>12/08/2007</td><td>Business Trust: MASSACHUSETTS</td></tr><tr><td>Verosity Holdings, Inc.</td><td></td><td>12/08/2007</td><td>CORPORATION: DELAWARE</td></tr><tr><td>CCG Communications LLC</td><td></td><td>12/08/2007</td><td>LIMITED LIABILITY COMPANY: MASSACHUSETTS</td></tr></tbody></table>	Name	Formerly	Execution Date	Entity Type	Verosity Technology Partners, BT		12/08/2007	Business Trust: MASSACHUSETTS	Verosity Holdings, Inc.		12/08/2007	CORPORATION: DELAWARE	CCG Communications LLC		12/08/2007	LIMITED LIABILITY COMPANY: MASSACHUSETTS	
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<table border="1"><tr><td>Name:</td><td>CapitalSource CF LLC</td></tr><tr><td>Street Address:</td><td>4445 Willard Avenue</td></tr><tr><td>City:</td><td>Chevy Chase</td></tr><tr><td>State/Country:</td><td>MARYLAND</td></tr><tr><td>Postal Code:</td><td>20815</td></tr><tr><td>Entity Type:</td><td>LIMITED LIABILITY COMPANY: DELAWARE</td></tr></table>	Name:	CapitalSource CF LLC	Street Address:	4445 Willard Avenue	City:	Chevy Chase	State/Country:	MARYLAND	Postal Code:	20815	Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE					
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PROPERTY NUMBERS Total: 2																	
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Registration Number:	2816162	VEROXITY TECHNOLOGY PARTNERS															
Registration Number:	2924626	VEROXITY															
CORRESPONDENCE DATA																	
Fax Number: (312)827-8185 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																	
Email: trademarks@bellboyd.com, vswanson@bellboyd.com																	
Correspondent Name: Bell, Boyd & Lloyd LLP																	
Address Line 1: P.O. Box 1135																	
Address Line 4: Chicago, ILLINOIS 60690-1135																	
ATTORNEY DOCKET NUMBER:	115192-40																
NAME OF SUBMITTER:	Doug Hatlestad																

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TRADEMARK
REEL: 003678 FRAME: 0934

Signature:

/doug hatlestad/

Date:

12/13/2007

Total Attachments: 9

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**ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This **ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN** (this "Acknowledgement"), dated as of December 12, 2007, is made by VEROXITY TECHNOLOGY PARTNERS, BT, a Massachusetts business trust ("Borrower"), VEROXITY HOLDINGS, INC., a Delaware corporation ("Holdings") and CCG COMMUNICATIONS LLC, a Massachusetts limited liability company ("CCG"), (Borrower, Holdings and CCG are each sometimes referred to herein individually as a "Grantor" and collectively as the "Grantors"), in favor of CAPITALSOURCE CF LLC, a Delaware limited liability company, as administrative agent for the Lenders from time to time party to the Credit Agreement described below (in such capacity, "Secured Party").

RECITALS:

A. Grantors, Secured Party and the other Lenders party thereto have entered into (i) a certain Credit Agreement of even date herewith (such Credit Agreement, as the same now exists or hereafter may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time, hereinafter is referred to as the "Credit Agreement") and (ii) a certain Security Agreement of even date herewith (such Security Agreement, as the same now exists or hereafter may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time, hereinafter is referred to as the "Security Agreement"), pursuant and subject to the terms and conditions of which the Lenders thereunder have agreed to make loans and other financial accommodations to Grantors.

B. Pursuant to the Security Agreement, Grantors granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure their respective Obligations under the Loan Documents.

C. One of the conditions precedent to the willingness of Secured Party and Lenders to execute and deliver the Loan Documents is that Grantors shall have executed and delivered this Acknowledgement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as an inducement to Secured Party and Lenders to enter into the Loan Documents, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Defined Terms.** Capitalized terms used herein but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement, or, to the extent the same are not defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such acknowledgment as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

2. **Grant of Security Interest in Intellectual Property Collateral.** Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantors, hereby reaffirms its grant

to Secured Party, for itself and the benefit of the Lenders, of a security interest in the Collateral, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, for itself and the benefit of the Lenders, and grants to Secured Party, for itself and the benefit of the Lenders, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral (herein referred to as "Intellectual Property Collateral"):

(a) all of its Trademarks now owned or hereafter adopted or acquired by such Grantor, including those referred to on Schedule I hereto, together with:

(i) all renewals, reissues, continuations or extensions of the foregoing;

(ii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iii) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark;

(b) all of its Copyrights now owned or hereafter adopted or acquired by such Grantor, including those referred to on Schedule II hereto, together with:

(i) all renewals, reissues, continuations or extensions of the foregoing; and

(ii) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any such Copyright; and

(c) all of its Patents now owned or hereafter adopted or acquired by such Grantor, including those referred to on Schedule III hereto, together with:

(i) all renewals, reissues, continuations or extensions of the foregoing; and

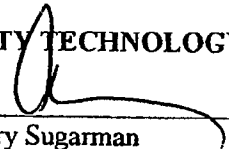
(ii) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any such Patent.

3. **Acknowledgement.** The security interests reaffirmed and granted herein are in conjunction with the security interests granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Security Agreement, the terms and conditions of the Security Agreement shall govern.


IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

VEROXITY TECHNOLOGY PARTNERS BT

By: 
Name: Gary Sugarman
Title: Executive Chairman

VEROXITY HOLDINGS, INC.

By: 
Name: Gary Sugarman
Title: Executive Chairman

CCG COMMUNICATIONS LLC

By: 
Name: Gary Sugarman
Title: Manager

Accepted and Agreed:

CAPITALSOURCE CF LLC, as Secured Party

By: 

Its:

Title:

John N. Toufanian
Authorized Signatory

Verosity Acknowledgement of IP Collateral Lien

ACKNOWLEDGEMENT OF GRANTOR

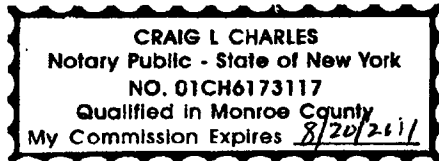
VEROXYTY TECHNOLOGY PARTNERS BT

STATE OF New York)

COUNTY OF Monroe)

ss:

On this 8th day of December, 2007 before me personally appeared Gary Sugarman, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Verosity Technology Partners BT, a Massachusetts business trust, who being by me duly sworn did depose and say that he is an authorized officer of such business trust, that such instrument was signed on behalf of such business trust as authorized by its Trustee or similar governing body and that he acknowledged such instrument to be the free act and deed of such business trust.



Craig L. Charles
Notary Public
My Commission Expires: 8/20/2011

ACKNOWLEDGEMENT OF GRANTOR

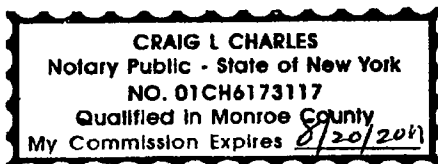
VEROXYTY HOLDINGS, INC.

STATE OF New York)

COUNTY OF Monroe)

ss:

On this 8th day of December, 2007 before me personally appeared Gary Sugarman, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Verosity Holdings, Inc., a Delaware corporation, who being by me duly sworn did depose and say that he is an authorized officer of such corporation, that such instrument was signed on behalf of such corporation as authorized by its board of directors or similar governing body and that he acknowledged such instrument to be the free act and deed of such corporation.



Craig L. Charles
Notary Public
My Commission Expires: 8/20/2011

ACKNOWLEDGEMENT OF GRANTOR

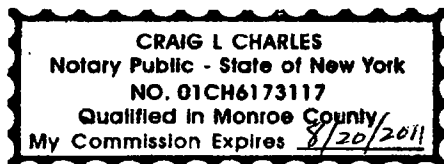
CCG COMMUNICATIONS LLC

STATE OF New York)

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SS:

On this 8th day of December, 2007 before me personally appeared Gary Sugarman, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CCG Communications LLC, a Massachusetts limited liability company, who being by me duly sworn did depose and say that he is an authorized officer of such limited liability company, that such instrument was signed on behalf of such limited liability company as authorized by its board of managers or similar governing body and that he acknowledged such instrument to be the free act and deed of limited liability company.



Craig L. Charles

Notary Public

My Commission Expires: 8/20/2011

SCHEDULE I
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

FEDERAL REGISTRATION – VEROXITY TECHNOLOGY PARTNERS BT				
MARK	COUNTRY/ STATE	APPLICATION/ SERIAL NUMBER & FILING DATE	REGISTRATION NUMBER & DATE	STATUS
VEROXITY TECHNOLOGY PARTNERS	United States	76396259 4/15/02	2816162 2/24/04	Live/Active
VEROXITY	United States	76396258 4/15/02	2924626 2/8/05	Live/Active

B. TRADEMARK APPLICATIONS

None.

SCHEDULE II
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
COPYRIGHT REGISTRATIONS

A. REGISTERED COPYRIGHTS

None.

B. COPYRIGHT APPLICATIONS

None.

SCHEDULE III
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
PATENT REGISTRATIONS

A. REGISTERED PATENTS

None.

B. PATENT APPLICATIONS

None.