

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MDH-ICI Acquisition, LLC		12/14/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIT Lending Services Corporation, as Administrative Agent		
<b>Street Address:</b>	44 Whippany Road		
<b>Internal Address:</b>	Attn: VP, Communications and Media Finance Group		
<b>City:</b>	Morristown		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07960		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77132508	IN TELE NET	
<b>Serial Number:</b>	77132518	INTELENET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)888-4190		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(404)888-4000		
<b>Email:</b>	rcherry@hunton.com		
<b>Correspondent Name:</b>	Timothy V. Johnson, Esq.		
<b>Address Line 1:</b>	Hunton & Williams LLP		
<b>Address Line 2:</b>	600 Peachtree Street, NE, Suite 4100		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308-2216		
<b>ATTORNEY DOCKET NUMBER:</b>	64526.000038 CIT/MDH		
<b>NAME OF SUBMITTER:</b>	Timothy V. Johnson, Esq.		

CH \$65.00 77132508

Signature:

/s/ Timothy V. Johnson, Esq.

Date:

12/20/2007

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 14, 2007, is made by MDH-ICI ACQUISITION, LLC, a Delaware limited liability company ("Grantor"), in favor of CIT LENDING SERVICES CORPORATION, a Delaware corporation, in its capacity as Administrative Agent for the Secured Parties ("Administrative Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of December 14, 2007 by and among Grantor, MDH II Corp. ("MDH"), MDH-393 ACQUISITION, LLC (together with MDH and Grantor, collectively, the "Borrowers"), the other Persons party thereto from time to time as Loan Parties, the Persons party thereto from time to time as Lenders, Administrative Agent and the other Agents party thereto (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lenders have agreed to make the Loans, and to incur Letter of Credit Obligations, for the benefit of Borrowers;

WHEREAS, Administrative Agent and Lenders are willing to make the Loans, and to incur Letter of Credit Obligations, as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Security Agreement, dated as of December 14, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Borrowers' Security Agreement"; and

WHEREAS, pursuant to the Borrowers' Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Borrowers' Security Agreement.

2. Grant of Security Interest in Trademark Collateral. Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

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

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

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. Borrowers' Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Borrowers' Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Borrowers' Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signatures appear on the following pages]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its Responsible Officer as of the date first set forth above.

GRANTOR:

MDH-ICI ACQUISITION, LLC

By: *Douglas A. Butler*  
Name: Douglas A. Butler  
Title: Chief Financial Officer

ACKNOWLEDGMENT OF GRANTOR

STATE OF Virginia )  
 )  
COUNTY OF Fairfax )      ss.

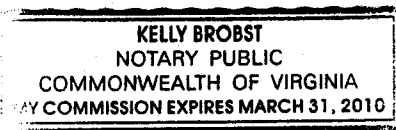
I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Douglas A. Butler, whose name as Chief Financial Officer of the Grantor, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer of Grantor, and with full authority, executed the same voluntarily for and as the act of Grantor.

Given under my hand on this 10<sup>th</sup> day of December, 2007.

*Kelly Brobst* Kelly Brobst #7070982  
Notary Public

My commission expires: March 31, 2010

AFFIX SEAL



[signatures continue on the following page]

Signature Page

ACCEPTED AND ACKNOWLEDGED BY:

ADMINISTRATIVE AGENT:

CIT LENDING SERVICES CORPORATION

By: *Anthony Holland*  
Name: Anthony Holland  
Title: Vice President

Signature Page

Trademark Security Agreement  
704283

TRADEMARK  
REEL: 003683 FRAME: 0443

Schedule I  
to  
Trademark Security Agreement

INTELENET Logo: new Trademark application filed by ICI's predecessor-in-interest, IntelNet Communications, Inc., with the USPTO on March 15, 2007 (application 77/132,508), and assigned to ICI, for the mark consisting of the word INTELENET with the TELE portion emphasized by a border font, spatial separation, and by being surrounded by a pair of vertical lines.

IntelNet name: new Trademark application filed by ICI's predecessor-in-interest, IntelNet Communications, Inc., with the USPTO on March 15, 2007 (application 77/132,518), and assigned to ICI, for the mark consisting of standard characters, without claim to any particular font, style, size or color.

Schedule I

Trademark Security Agreement  
704283

RECORDED: 12/20/2007

TRADEMARK  
REEL: 003683 FRAME: 0444