

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NEXTPPOINT NETWORKS, INC.	FORMERLY NEXTONE COMMUNICATIONS, INC.	01/04/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	COLUMBIA PARTNERS, L.L.C. INVESTMENT MANAGEMENT
Street Address:	5425 WISCONSIN AVENUE
Internal Address:	SUITE 700
City:	CHEVY CHASE
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY: MARYLAND

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	78926523	INTELLICONNECT
Serial Number:	78926517	INTELLICONNECT
Serial Number:	78926509	NETWORK WITHOUT LIMITS
Serial Number:	78926513	NETWORK WITHOUT LIMITS
Registration Number:	3171497	NEXTONE
Registration Number:	3171496	NEXTONE
Serial Number:	77310770	NEXTPPOINT
Serial Number:	77151683	INTELLIGENT EDGE
Serial Number:	77151719	IMS AT THE EDGE
Serial Number:	77151685	INTELLIGENT IMS AT THE EDGE
Registration Number:	2643276	NEXTONE COMMUNICATIONS
Serial Number:	75783184	IVANI

OP \$315.00 78926523

CORRESPONDENCE DATA

Fax Number: (404)962-6736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (404) 885-3038
Email: michael.brignati@troutmansanders.com
Correspondent Name: MICHAEL J. BRIGNATI, PH.D.
Address Line 1: TROUTMAN SANDERS LLP
Address Line 2: 600 PEACHTREE STREET, N.E.
Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	038837.000001
NAME OF SUBMITTER:	Michael J. Brignati, Ph.D.
Signature:	/Michael J. Brignati 60,890/
Date:	01/10/2008

Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of this 4th day of January, 2008 (this "Agreement"), by and between NEXTPOINT NETWORKS, INC., a Delaware corporation (f/k/a NexTone Communications, Inc., "Grantor") and COLUMBIA PARTNERS, L.L.C. INVESTMENT MANAGEMENT, as agent and investment manager ("Investment Manager") for the benefit of itself and NATIONAL ELECTRICAL BENEFIT FUND ("Lender").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Credit Agreement, dated August 23, 2006 (as the same has been and may from time to time be further amended, modified, supplemented or restated the "Credit Agreement"; terms defined therein being used herein as therein defined) by and among Grantor, Investment Manager and Lender. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Investment Manager, as agent, for the benefit of itself and Lender, a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Credit Agreement and the other Loan Documents.

B. Grantor and Investment Manager have entered into that certain Security Agreement, dated August 23, 2006, as amended by that certain First Amendment to Security Agreement dated of even date herewith (as the same may from time to time be further amended, modified, supplemented or restated the "Security Agreement") for the benefit of Investment Manager and Lender, whereby pursuant to the terms of such First Amendment to Security Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

To secure its obligations under the Credit Agreement, Grantor grants and pledges to Investment Manager, as agent, for the benefit of itself and Lender, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C attached hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

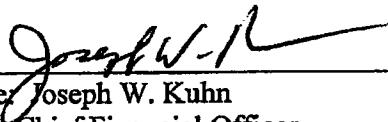
This security interest is granted in conjunction with the security interest granted to Investment Manager, as agent, for the benefit of itself and Lender under the Security Agreement. The rights and remedies of Investment Manager and Lender with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Investment Manager and Lender as a matter of law or equity. Each right, power and remedy of Investment Manager and Lender provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Investment Manager and Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Investment Manager and Lender, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:
101 Orchard Ridge Drive, Suite 300
Gaithersburg, Maryland 20878

NEXTPPOINT NETWORKS, INC.
(f/k/a NexTone Communications, Inc.)

By: 
Name: Joseph W. Kuhn
Title: Chief Financial Officer

INVESTMENT MANAGER:

Address of Investment Manager:
5425 Wisconsin Avenue
Suite 700
Chevy Chase, Maryland 20815

COLUMBIA PARTNERS, L.L.C.
INVESTMENT MANAGEMENT,
as Investment Manager

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:
101 Orchard Ridge Drive
Gaithersburg, Maryland 20878

NEXTPPOINT NETWORKS, INC.,
(f/k/a NexTone Communications, Inc.)

By: _____
Name:
Title:

INVESTMENT MANAGER:

Address of Investment Manager:
5425 Wisconsin Avenue
Suite 700
Chevy Chase, Maryland 20815

COLUMBIA PARTNERS, L.L.C.
INVESTMENT MANAGEMENT,
as Investment Manager

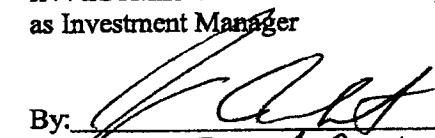
By:  _____
Name: Jason A. Cost
Title: Managing Director

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

N/A

N/A

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Methods and Apparatus for Multistage Routing of Packets Using Call Templates	10/596,904	03/23/2007
Voice over IP (VOIP) network infrastructure components and method	11/026,746	12/31/2004
Method for responding to denial of service attacks at the session layer or above	11/286,598	11/23/2005
Media stream management	11/314,119	12/21/2005
Method and apparatus for partitioning resources within a session-over-internet-protocol (SoIP) session controller	11/343,211	01/31/2006
Adaptive feedback for session over internet protocol	11/343,212	01/31/2006
Session data records and related alarming within a session over internet protocol (SOIP) network	11/343,218	01/31/2006
Methods and Apparatus for Forwarding IP Calls Through A Proxy Interface	11/427,171	06/28/2006
Methods and Apparatus for Controlling Call Admission To A Network Based On Call Peers	11/427,200	06/28/2006
Methods and Apparatus for Controlling Call Admission to a Network Based on Network Resources	11/427,220	06/28/2006
Methods and Apparatus for routing IP media data based on cost	11/427,234	06/28/2006
Prioritization Within a Session Over Internet Protocol (SOIP) Network	11/537,316	09/29/2006
Multistage Prioritization of Packets Within a Session Over Internet Protocol (SOIP) Network	11/537,329	09/29/2006
Quality of Service Prioritization of Internet Protocol Packets Using Session-Aware Components	11/537,345	09/29/2006
Methods and Apparatus for Controlling Signaling Associated with an Enterprise Private Branch Exchange within a Session over Internet Protocol Network	11/692,375	
Methods and Apparatus for Predictive Global Call Admission Control within a Session over Internet Protocol Network	11/690,348	
Methods and Apparatus for Implementing a Pluggable Policy Module of a Session Border Controller within a Session over Internet Protocol	11/694,398	

Network	
Methods and Apparatus for Dual-Tone Multi-Frequency Signal Conversion within a Media over Internet Protocol Network	11/771,270
Methods and Apparatus for Bandwidth Management within a Media over Internet Protocol Network Based on a Session Description	11/864,069
Methods and Apparatus for Managing Addresses Related to Virtual Partitions of a Session Exchange Device	11/864,206

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
INTELLICONNECT	78/926,523	07/11/2006
INTELLICONNECT	78/926,517	07/11/2006
NETWORK WITHOUT LIMITS	78/926,509	07/11/2006
NETWORK WITHOUT LIMITS	78/926,513	07/11/2006
NEXTONE	3,171,497	11/14/2006
NEXTONE	3,171,496	11/14/2006
NEXTPOINT	77/310,770	10/23/2007
INTELLIGENT EDGE	77/151,683	04/09/2007
IMS AT THE EDGE	77/151,719	04/09/2007
INTELLIGENT IMS AT THE EDGE	77/151,685	04/09/2007
NEXTONE COMMUNICATIONS	2,643,276	10/29/2002
IVANI (Abandoned)	75/783,184	08/24/1999