

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CapitalSource Finance LLC		12/31/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	One Communications Corp.		
Street Address:	220 Bear Hill Road		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77067597	PARTNER CONSULTING	
CORRESPONDENCE DATA			
Fax Number:	(781)522-8775		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	781-522-8628		
Email:	DBerndt@onecommunications.com		
Correspondent Name:	David Berndt		
Address Line 1:	220 Bear Hill Road		
Address Line 4:	Waltham, MASSACHUSETTS 02451		
NAME OF SUBMITTER:	David Berndt		
Signature:	/David Berndt/		
Date:	01/23/2008		
Total Attachments: 4			

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK

TERMINATION AND RELEASE, dated as of December 31, 2007, from CapitalSource Finance LLC, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Pledge and Security Agreement referred to below), to One Communications Corp., a Delaware corporation (the "Grantor"). Capitalized terms used and not defined herein have the meanings given such terms in the Pledge and Security Agreement.

WHEREAS, the Grantor, certain subsidiaries of the Grantor, the Lenders party thereto, and other financial institutions and entities from time to time party thereto, Goldman Sachs Credit Partners L.P., as lead arranger, sole bookrunner and syndication agent, and CapitalSource, as administrative agent, and the Collateral Agent, entered into that certain Amended and Restated First Lien Credit and Guaranty Agreement, dated as of April 19, 2007 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantor executed and delivered that certain First Lien Pledge and Security Agreement, dated as of June 30, 2006, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Pledge and Security Agreement");

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor granted a security interest (the "Security Interest") to the Collateral Agent, for the ratable benefit of the Secured Parties, in and to certain Trademark Collateral (as defined below);

WHEREAS, in connection with the execution of the Pledge and Security Agreement and the grant of the Security Interest, the Grantor executed that certain Amended and Restated First Lien Intellectual Property Security Agreement, dated as April 19, 2007 (as amended, supplemented, replaced or otherwise modified from time to time, the "Intellectual Property Security Agreement"), in favor of the Collateral Agent for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities;

WHEREAS, in connection with the transfer of certain assets to Partner Consulting LLC, the Grantor intends to transfer its right, title and interest in and to the "Partner Consulting" trademark application listed on Schedule I hereto; and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby agrees as follows:

SECTION 1. Trademark Collateral. The term "Trademark Collateral," as used herein, shall mean (i) the trademark application referred to in Schedule I hereto, (ii) all rights to, and to obtain, any extensions or renewals thereof, (iii) all of the goodwill of the

business connected with the use thereof and symbolized thereby, (iv) the right to sue or otherwise recover for any and all past, present and future infringements, dilutions, and other violations thereof or for any injury to goodwill, (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (vi) all other rights of any kind whatsoever corresponding thereto throughout the world.

SECTION 2. Release of Security Interest. The Collateral Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral and any right, title or interest of the Collateral Agent in or to such Trademark Collateral shall hereby cease and become void.

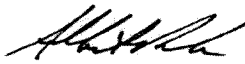
SECTION 3. Further Assurances. The Collateral Agent shall execute and deliver to the Grantor all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of such Security Interest.

SECTION 4. Recordation. The Collateral Agent authorizes the recordation of this Termination and Release with the United States Patent and Trademark Office and any other applicable registry, the filing of Uniform Commercial Code termination statements and the filing or recording of any other document or instrument necessary to place on record the termination and release of the Collateral Agent's Security Interest in the Trademark Collateral by the Grantor or any Person authorized or designated by the Grantor, upon reasonable notice to the Collateral Agent, and any such recordation or filing shall be deemed to have been authorized by the Collateral Agent.

SECTION 5. Governing Law. This Termination and Release shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

CapitalSource Finance LLC,
as Collateral Agent

By: 
Name: **ALBERT ROCHA**
Title: **SENIOR COUNSEL**

TERMINATION AND RELEASE
SIGNATURE PAGE

TRADEMARK
REEL: 003701 FRAME: 0985

SCHEDULE I

TRADEMARK COLLATERAL

U.S. Trademark Application	Serial No.	Filing Date
Partner Consulting (Design)	77/067,597	12/19/06