

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
RNK, Inc.		01/28/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	Greystone Funding Corporation
Street Address:	152 West 57th Street
Internal Address:	60th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	77232731	PHONE NUMBER BANK
Serial Number:	77232627	PHONE NUMBER BANK
Registration Number:	3355759	MYTEMPNUMBER
Serial Number:	77042480	RNK COMMUNICATIONS
Serial Number:	77042426	RNK COMMUNICATIONS
Registration Number:	3174072	BRIDGE2VOIP
Registration Number:	3171488	REVOS
Registration Number:	3171467	VOIP2GO
Registration Number:	3320887	SUBJECTTALK
Registration Number:	3192154	RNKVOIP
Registration Number:	2628302	PVG
Registration Number:	2697484	HELLO PVG PERSONAL VOICE GREETING
Registration Number:	2674615	HDC TEL

OP \$465.00 77232731

Registration Number:	2607069	BUCKET OF MINUTES
Registration Number:	2607068	RNK TELECOM
Registration Number:	2506948	
Registration Number:	2607067	RNK TELECOM
Registration Number:	2480071	DIALAROUNDTHEWORLD.COM

CORRESPONDENCE DATA

Fax Number: (312)863-7807

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

Phone: 3128637233

Email: rena.kollias@goldbergkohn.com

Correspondent Name: rena kollias

Address Line 1: 55 East Monroe

Address Line 2: Suite 3300

Address Line 4: chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	5734.025
NAME OF SUBMITTER:	Rena Kollias
Signature:	/renakollias/
Date:	01/31/2008

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated or otherwise modified from time to time, the "**Trademark Security Agreement**") is made this 25th day of January, 2008, by RNK, INC., a Massachusetts corporation (the "**Assignor**"), in favor of GREYSTONE FUNDING CORPORATION, a Virginia corporation, successor in interest to Greystone Business Credit II, L.L.C. (the "**Lender**").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of October 12, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan and Security Agreement**") among Wave2Wave Communications, Inc., a Delaware corporation ("**Borrower**"), an affiliate of Borrower and Lender, Lender is willing to make certain financial accommodations available to the Borrower and its affiliate pursuant to the terms and conditions thereof;

WHEREAS, pursuant to that certain Corporate Guaranty of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "**Guaranty**") by Assignor and certain affiliates of Assignor in favor of Lender, Assignor has agreed to guaranty the Borrower's obligations under the Loan and Security Agreement;

WHEREAS, pursuant to that certain Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") by Assignor and certain affiliates of Assignor in favor of Lender, Assignor has granted a lien on its assets in favor of Lender to secure its obligations under the Guaranty; and

WHEREAS, pursuant to Section 2.3 of the Security Agreement, Assignor is required to execute and deliver to Lender this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan and Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the full payment and performance of all of the Obligations, Assignor hereby grants to Lender a continuing first priority security interest in all of Assignor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):

(a) (i) all of its trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications,

throughout the world and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of Assignor's business symbolized by the foregoing and connected therewith, and (E) all of Assignor's rights corresponding thereto (the "Trademarks"), including, without limitation, those Trademarks filed with the United States Patent and Trademark Office, as set forth on Schedule A hereto, and (ii) any rights under or interest in any Trademark, and the right to use the foregoing in connection with the enforcement of Lender's rights under the Loan Documents, including, without limitation, the right to prepare for sale and sell any and all Inventory and Equipment now or hereafter owned by Assignor and now or hereafter covered by such licenses (the "Trademark Licenses") to which it is a party, including those referred to on Schedule A 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 licensed under any Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Assignor against third parties for past, present or future (i) infringement or dilution of any Trademark or any 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. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender by Assignor pursuant to the Security Agreement. Assignor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.


4. AUTHORIZATION TO SUPPLEMENT. If Assignor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Assignor shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Assignor's obligations under this Section 4, Assignor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule A to include any such new trademark rights of Assignor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule A.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

RNK, INC.,
as Assignor

By: 
Name: BNC / MANN
Title: SECRETARY / TREASURER

ACCEPTED AND ACKNOWLEDGED BY:

GREYSTONE FUNDING CORPORATION,
successor in interest to Greystone Business Credit
II, L.L.C., as Lender

By: _____
Name: _____
Title: _____


IN WITNESS WHEREOF, Assignor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

RNK, INC.,
as Assignor

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GREYSTONE FUNDING CORPORATION,
successor in interest to Greystone Business Credit
II, L.L.C., as Lender

By: 
Name: Lisa Schwartz
Title: Vice President

SCHEDULE A
to
RNK TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Assignor	Country	Mark	Application/ Registration No.	App/Reg Date
RNK, Inc. dba RNK Communications	USA	Phone Number Bank	N/A	N/A
RNK, Inc. dba RNK Communications	USA	Phone Number Bank	N/A	N/A
RNK, Inc.	USA	Mytempnumber	3355759	12/18/2007
RNK Inc.	USA	RNK Communications	N/A	N/A
RNK, Inc.	USA	RNK Communications	N/A	N/A
RNK Inc.	USA	Bridge2Voip	3174072	11/21/2006
RNK Inc.	USA	Revos	3171488	11/14/2006
RNK Inc.	USA	Voip2Go	3171467	11/14/2006
RNK, Inc.	USA	Subjecttalk	3320887	10/23/2007
RNK Inc.	USA	RNKvoip	3192154	1/2/2007
RNK, Inc. dba RNK Telecom	USA	PVG	2628302	10/1/2002
RNK, Inc. dba RNK Telecom	USA	Hello PVG Personal Voice Greeting	2697484	3/18/2003
RNK, Inc. dba RNK Telecom	USA	HDC Tel	2674615	1/14/2003
RNK, Inc.	USA	Bucket of Minutes	2607069	8/13/2002
RNK, Inc.	USA	RNK Telecom	2607068	8/13/2002
RNK, Inc.	USA	None (Design only)	2506948	11/13/2001
RNK, Inc.	USA	RNK Telecom	2607067	8/13/2002
RNK, Inc.	USA	Dialaroundtheworld.com	2480071	8/21/2001
RNK, Inc.	USA	RNK Telecom	57956	10/5/1999
RNK, Inc.	USA	HDC Tel	60961	12/13/2001

Trade Names

RNK Telecom, Inc.
RNK Maryland, Inc.
RNK Communications
RNK Communications, Inc.
RNK Telecom
RNKVoIP
Halfprice Telecom
Dialaroundtheworld.com
HDCTel
781-382-Talk.com

Supportforvoip.com
SubjectTalk
ConferenceCallingPro
RNK VA LLC Phone Number Bank
VoIP2Go
Revos
Bridge2VoIP

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.