

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wave2Wave Communications, Inc.		01/25/2008	CORPORATION:
RNK, Inc.		01/25/2008	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	Gresystone Business Credit II, L.L.C.
<b>Street Address:</b>	152 West 57th Street,
<b>Internal Address:</b>	60th floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Registration Number:	2756664	WAVE2WAVE
Registration Number:	2747786	WAVE 2 WAVE
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

OP \$515.00 2756664

Registration Number:	2628302	PVG
Registration Number:	2697484	HELLO PVG PERSONAL VOICE GREETING
Registration Number:	2674615	HDC TEL
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: 312-863-7233  
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 WAVE2WAVE COMMUNICATIONS, INC., a Delaware corporation ("Wave"), and RNK, INC., a Massachusetts corporation ("RNK" and collectively with Wave, the "Assignors", and each an "Assignor"), in favor of GREYSTONE BUSINESS CREDIT II, L.L.C., a Delaware limited liability company (the "**Lender**").

### WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan and Security Agreement**") among Assignors and Lender, Lender is willing to make certain financial accommodations available to the Assignors pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to Section 3.3 of Loan and Security Agreement, Assignors are 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, each 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, each Assignor hereby grants to Lender a continuing first priority security interest in all of such 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 such Assignor's business symbolized by the foregoing and connected therewith, and (E) all of such 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 such 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 such 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. LOAN AND 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 Loan and Security Agreement. Each 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 Loan and Security Agreement the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


4. AUTHORIZATION TO SUPPLEMENT. If any Assignor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each 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 any Assignor's obligations under this Section 4, each Assignor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule A to include any such new trademark rights of such 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, each 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.

WAVE2WAVE COMMUNICATIONS, INC.,  
as an Assignor

By:   
Name: ERIC L MANN  
Title: CFO

RNK, INC., as an Assignor

By:   
Name: ERIC L MANN  
Title: SECRETARY/TREASURER

**ACCEPTED AND ACKNOWLEDGED BY:**

GREYSTONE BUSINESS CREDIT II, L.L.C.,  
as Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each 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.

WAVE2WAVE COMMUNICATIONS, INC.,  
as an Assignor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

RNK, INC., as an Assignor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACCEPTED AND ACKNOWLEDGED BY:**

GREYSTONE BUSINESS CREDIT II, L.L.C.,  
as Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SCHEDULE A  
to  
TRADEMARK SECURITY AGREEMENT

**Wave Trademark Registrations/Applications**

Assignor	Country	Mark	Application/ Registration No.	App/Reg Date
Wave2Wave Communications, Inc.	USA	Wave2Wave	2756664	8/26/2003
Wave2Wave Communications Inc.	USA	Wave 2 Wave	2747786	8/5/2003

**Trade Names**

Wave2Wave  
Wave2Wave Communications  
W2W

**Common Law Trademarks**

None

**Trademarks Not Currently In Use**

None

**Trademark Licenses**

None

**RNK 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



