

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Acknowledgement of Intellectual Property Collateral Lien

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Integrated Broadband Services, LLC		10/07/2008	LIMITED LIABILITY COMPANY: GEORGIA
IBBS Holdings, LLC		10/07/2008	LIMITED LIABILITY COMPANY: DELAWARE
IBBS GP, LLC		10/07/2008	LIMITED LIABILITY COMPANY: DELAWARE
IBBS Canadian Holdings, LP		10/07/2008	LIMITED PARTNERSHIP: DELAWARE
Parasun US, LLC		10/07/2008	LIMITED LIABILITY COMPANY: DELAWARE
Integrated Broadband Services Canada, ULC		10/07/2008	Unlimited Liability Company: CANADA
Parasun Technologies ULC		10/07/2008	Unlimited Liability Company: CANADA

**RECEIVING PARTY DATA**

<b>Name:</b>	CapitalSource Finance LLC
<b>Street Address:</b>	4445 Willard Avenue
<b>City:</b>	Chevy Chase
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20815
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Serial Number:	76674545	BUILDING BETTER BROADBAND
Serial Number:	76073693	CABLEROCKET
Serial Number:	76640019	GRIDNET BROADBAND
Serial Number:	76640018	GRIDNET BROADBAND
Serial Number:	76674546	PARASUN

CH \$190.00 76674545

Serial Number:	76640017	PARASUN TECHNOLOGIES INC.
Serial Number:	76640020	PARASUN TECHNOLOGIES, INC.

**CORRESPONDENCE DATA**

Fax Number: (312)827-8185

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

Email: trademarks@bellboyd.com, vswanson@bellboyd.com

Correspondent Name: Bell, Boyd & Lloyd LLP

Address Line 1: P.O. Box 1135

Address Line 4: Chicago, ILLINOIS 60690-1135

ATTORNEY DOCKET NUMBER:	115192
NAME OF SUBMITTER:	Doug Hatlestad
Signature:	/doug hatlestad/
Date:	10/09/2008

**Total Attachments: 11**

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**ACKNOWLEDGEMENT OF  
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This **ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN** (this "Acknowledgement"), dated as of October 7, 2008, is made by Integrated Broadband Services, LLC, a Georgia limited liability company ("Borrower"), IBBS Holdings, LLC, a Delaware limited liability company ("Holdings"), IBBS GP, LLC, a Delaware limited liability company ("IBBS GP"), IBBS Canadian Holdings, LP, a Delaware limited partnership ("IBBS LP"), Parasun US, LLC, a Delaware limited liability company ("Parasun US"), Integrated Broadband Services Canada, ULC, an unlimited liability company organized under the laws of British Columbia ("IBBS Canada"), and Parasun Technologies ULC, an unlimited liability company organized under the laws of British Columbia ("Parasun") (Borrower, Holdings, IBBS GP, IBBS LP, Parasun US, IBBS Canada and Parasun sometimes hereinafter are referred to individually as a "Grantor" and collectively as the "Grantors"), in favor of CAPITALSOURCE FINANCE LLC, a Delaware limited liability company, as administrative, payment and collateral agent for the Lenders from time to time party to the Credit Agreement described below (in such capacities, "Secured Party").

**RECITALS:**

A. Grantors, Secured Party and the other Lenders party thereto have entered into (i) a certain Amended and Restated Credit Agreement of even date herewith (such Amended and Restated Credit Agreement, as the same now exists or hereafter may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time, hereinafter is referred to as the "Credit Agreement") and (ii) those certain Security Agreements of even date herewith (such Security Agreements, as the same now exists or hereafter may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time, hereinafter is referred to as the "Security Agreements"), pursuant and subject to the terms and conditions of which the Lenders thereunder have agreed to make loans and other financial accommodations to Grantors.

B. Pursuant to the Security Agreements, Grantors granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure their respective Obligations under the Loan Documents.

C. One of the conditions precedent to the willingness of Secured Party and Lenders to execute and deliver the Loan Documents is that Grantors shall have executed and delivered this Acknowledgement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as an inducement to Secured Party and Lenders to enter into the Loan Documents, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Defined Terms**. Capitalized terms used herein but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement, or, to the extent the same are not defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such acknowledgment as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be

interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

**2. Grant of Security Interest in Intellectual Property Collateral.** Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantors, hereby reaffirms its grant to Secured Party, for itself and the benefit of the Lenders, of a security interest in the Collateral, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, for itself and the benefit of the Lenders, and grants to Secured Party, for itself and the benefit of the Lenders, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral (herein referred to as "Intellectual Property Collateral"):

(a) all of its Trademarks now owned or hereafter adopted or acquired by such Grantor, including those referred to on Schedule I hereto, together with:

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

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

(iii) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark;

(b) all of its Copyrights now owned or hereafter adopted or acquired by such Grantor, including those referred to on Schedule II hereto, together with:

(i) all renewals, reissues, continuations or extensions of the foregoing; and

(ii) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any such Copyright; and

(c) all of its Patents now owned or hereafter adopted or acquired by such Grantor, including those referred to on Schedule III hereto, together with:

(i) all renewals, reissues, continuations or extensions of the foregoing; and

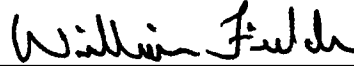
(ii) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any such Patent.

**3. Acknowledgement.** The security interests reaffirmed and granted herein are in conjunction with the security interests granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Security Agreements and each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Security Agreements, the terms and conditions of the Security Agreements shall govern.

**IN WITNESS WHEREOF**, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**INTEGRATED BROADBAND SERVICES, LLC**



William Fielder  
Chief Financial Officer

**IBBS HOLDINGS, LLC**



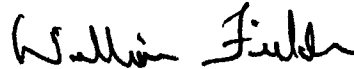
William Fielder  
Chief Financial Officer

**IBBS GP, LLC**



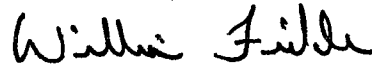
William Fielder  
Chief Financial Officer

**IBBS CANADIAN HOLDINGS, LP**



William Fielder  
Chief Financial Officer

**PARASUN US, LLC**



William Fielder  
Chief Financial Officer

**INTEGRATED BROADBAND SERVICES  
CANADA, ULC**



William Fielder  
Chief Financial Officer

**PARASUN TECHNOLOGIES ULC**



William Fielder  
Chief Financial Officer

Accepted and Agreed:

**CAPITALSOURCE FINANCE LLC, as Secured Party**

By: 

Its: Peggy Balsawer

Title: Associate General Counsel Corporate Finance

ACKNOWLEDGEMENT OF GRANTOR

**INTEGRATED BROADBAND SERVICES, LLC**

STATE OF Georgia )  
COUNTY OF  Cobb  ) ) SS:

On this  3<sup>rd</sup>  day of October, 2008 before me personally appeared William Fielder, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Integrated Broadband Services, LLC, a Georgia limited liability company, who being by me duly sworn did depose and say that he is an authorized officer of such corporation, that such instrument was signed on behalf of such corporation as authorized by its board of directors or similar governing body and that he acknowledged such instrument to be the free act and deed of such corporation.

Tanya Rubio   
Notary Public  
My Commission Expires:

TANYA RUBIO  
NOTARY PUBLIC  
MY COMMISSION EXPIRES JULY 31ST 2012  
DOUGLAS COUNTY, GA

ACKNOWLEDGEMENT OF GRANTOR

**IBBS HOLDINGS, LLC**

STATE OF Georgia )  
COUNTY OF  Cobb  ) ) SS:

On this  3<sup>rd</sup>  day of October, 2008 before me personally appeared William Fielder, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of IBBS Holdings, LLC, a Delaware limited liability company, who being by me duly sworn did depose and say that he is an authorized officer of such corporation, that such instrument was signed on behalf of such limited liability company as authorized by its board of directors or similar governing body and that he acknowledged such instrument to be the free act and deed of such corporation.

Tanya Rubio   
Notary Public  
My Commission Expires:

TANYA RUBIO  
NOTARY PUBLIC  
MY COMMISSION EXPIRES JULY 31ST 2012  
DOUGLAS COUNTY, GA

ACKNOWLEDGEMENT OF GRANTOR

**IBBS GP, LLC**

STATE OF Georgia )  
 )  
COUNTY OF Cobb ) ss:

On this 3<sup>rd</sup> day of October, 2008 before me personally appeared William Fielder, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of IBBS GP, LLC, a Delaware limited liability company, who being by me duly sworn did depose and say that he is an authorized person of such limited liability company, that such instrument was signed on behalf of such limited liability company as authorized by its manager(s) or member(s) and that he acknowledged such instrument to be the free act and deed of such limited liability company.

Tanya Rubio  
Notary Public  
My Commission Expires:

TANYA RUBIO  
NOTARY PUBLIC  
MY COMMISSION EXPIRES JULY 31ST 2012  
DOUGLAS COUNTY, GA

ACKNOWLEDGEMENT OF GRANTOR

**IBBS CANADIAN HOLDINGS, LP**

STATE OF Georgia )  
 )  
COUNTY OF Cobb ) ss:

On this 3<sup>rd</sup> day of October, 2008 before me personally appeared William Fielder, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of IBBS Canadian Holdings, LP, a Delaware limited partnership, who being by me duly sworn did depose and say that he is an authorized person of such limited liability company, that such instrument was signed on behalf of such limited liability company as authorized by its manager(s) or member(s) and that he acknowledged such instrument to be the free act and deed of such limited liability company.

Tanya Rubio  
Notary Public  
My Commission Expires:

TANYA RUBIO  
NOTARY PUBLIC  
MY COMMISSION EXPIRES JULY 31ST 2012  
DOUGLAS COUNTY, GA



ACKNOWLEDGEMENT OF GRANTOR

**PARASUN US, LLC**

STATE OF Georgia )  
COUNTY OF Cobb )

ss:

On this 3<sup>rd</sup> day of October, 2008 before me personally appeared William Fielder, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Parasun US, LLC, a Delaware limited liability company, who being by me duly sworn did depose and say that he is an authorized person of such limited liability company, that such instrument was signed on behalf of such limited liability company as authorized by its manager(s) or member(s) and that he acknowledged such instrument to be the free act and deed of such limited liability company.

Tanya Rubio

Notary Public

My Commission Expires:

TANYA RUBIO  
NOTARY PUBLIC  
MY COMMISSION EXPIRES JULY 31ST 2012  
DOUGLAS COUNTY, GA

ACKNOWLEDGEMENT OF GRANTOR

**INTEGRATED BROADBAND SERVICES CANADA, ULC**

STATE OF Georgia )  
COUNTY OF Cobb )

ss:

On this 3<sup>rd</sup> day of October, 2008 before me personally appeared William Fielder, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Integrated Broadband Services Canada, ULC, an unlimited liability company organized under the laws of British Columbia, who being by me duly sworn did depose and say that he is an authorized officer of such corporation, that such instrument was signed on behalf of such corporation as authorized by its board of directors or similar governing body and that he acknowledged such instrument to be the free act and deed of such corporation.

Tanya Rubio

Notary Public

My Commission Expires:

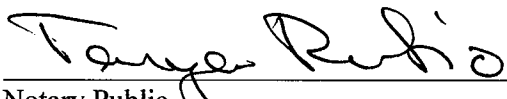
TANYA RUBIO  
NOTARY PUBLIC  
MY COMMISSION EXPIRES JULY 31ST 2012  
DOUGLAS COUNTY, GA

ACKNOWLEDGEMENT OF GRANTOR

**PARASUN TECHONOLOGIES ULC**

STATE OF Georgia )  
 )  
COUNTY OF Cobb )      ss:




On this 3<sup>d</sup> day of October, 2008 before me personally appeared William Fielder, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Parasun Techonologies ULC, an unlimited liability company organized under the laws of British Columbia, who being by me duly sworn did depose and say that he is an authorized officer of such corporation, that such instrument was signed on behalf of such corporation as authorized by its board of directors or similar governing body and that he acknowledged such instrument to be the free act and deed of such corporation.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

TANYA RUBIO  
NOTARY PUBLIC  
MY COMMISSION EXPIRES JULY 31ST 2012  
DOUGLAS COUNTY, GA

**SCHEDULE I**  
to  
**ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN**  
**TRADEMARK REGISTRATIONS**

<b>FEDERAL REGISTRATION –</b>				
<b>MARK</b>	<b>COUNTRY/ STATE</b>	<b>APPLICATION/ SERIAL NUMBER &amp; FILING DATE</b>	<b>REGISTRATION NUMBER &amp; DATE</b>	<b>STATUS</b>
<b>BUILDING BETTER BROADBAND</b>	United States	76/674,545 03/26/2007		Live/Active
<b>CABLEROCKET</b>	United States	76/073,693 06/19/2000	2,699,233 03/25/2003	Live/Active
<b>GRIDNET BROADBAND</b>	United States	76/640,019 06/02/2005		(Abandoned) 02/02/2007
 <b>GRIDNET BROADBAND &amp; Design</b>	United States	76/640,018 06/02/2005		(Abandoned) 08/21/2007
 <b>PARASUN &amp; Design</b>	United States	76/674,546 03/26/2007		Live/Active
 <b>PARASUN TECHNOLOGIES INC. &amp; Design</b>	United States	76/640,017 06/02/2005		Live/Active
<b>PARASUN TECHNOLOGIES, INC.</b>	United States	76/640,020 06/02/2005		Live/Active

**SCHEDULE II**  
**to**  
**ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN**  
**COPYRIGHT REGISTRATIONS**

None.

**SCHEDULE III**  
**to**  
**ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN**  
**PATENT REGISTRATIONS**

None.