

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Grant of Security Interest	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PaeTec iTel, L.L.C.		06/29/2009	LIMITED LIABILITY COMPANY: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Collateral Agent: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2268375	MEGAPOP	
Registration Number:	3066985	STARNET	
Registration Number:	3074594	VOICEECLIPSE	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-819-8200		
Email:	trademarkdocket@whitecase.com		
Correspondent Name:	White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 2:	Attn.: Trademark Department		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1128782-0007		

CH \$90.00 2268375

NAME OF SUBMITTER:	Matthew Bart
Signature:	/Matthew Bart/
Date:	06/30/2009
Total Attachments: 5 source=paetec_i#page1.tif source=paetec_i#page2.tif source=paetec_i#page3.tif source=paetec_i#page4.tif source=paetec_i#page5.tif	

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, PaeTec iTel, L.L.C., a North Carolina limited liability company (the "Grantor") with principal offices at One PaeTec Plaza, 600 Willowbrook Office Park, Fairport, New York 14450, hereby grants to Deutsche Bank Trust Company Americas, as Collateral Agent, with principal offices at 60 Wall Street, New York, NY 10005, (the "Grantee"), a security interest in (i) all of the Grantor's rights, title and interest in and to the United States trademarks and all trademark applications (the "Trademarks") set forth on Schedule A attached hereto, in each case together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Trademarks, (iii) the goodwill of the businesses with which the Trademarks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Amended and Restated Security Agreement among the Grantor, the other assignors from time to time party thereto, the Grantee and each Authorized Representative (as defined in the Security Agreement) from time to time party thereto, dated as of February 28, 2007 and amended and restated as of June 29, 2009 (as the same may be further amended, modified, restated, and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Trademarks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement and is not intended to increase the rights of the

Grantee pursuant to the Security Agreement or the obligations of the Grantee beyond the rights and obligations contained in the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

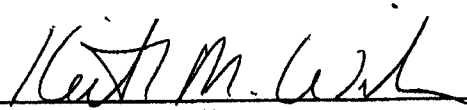
Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble, have the meanings provided or provided by reference in the Security Agreement.

This Grant may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
29th day of June, 2009.

PAETEC ITEL, L.L.C., Grantor
By: US LEC COMMUNICATIONS, INC.
Its Sole Member

By: 
Name: Keith M. Wilson
Title:

2009 Paetec IP Grant of Security Interest

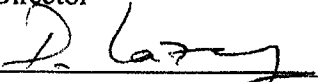
NEWYORK 7215200 (2K)

TRADEMARK
REEL: 004013 FRAME: 0604

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent and Grantee

By 

Name: Anca Trifan
Title: Director

By 

Name:
Title: **Dusan Lazarov**
Vice President

2009 Paetec IP Grant of Security Interest

NEWYORK 7215200 (2K)

TRADEMARK
REEL: 004013 FRAME: 0605

SCHEDULE A

<u>MARK</u>	<u>APP NUMBER</u>	<u>REG. NO.</u>	<u>APP DATE</u>	<u>REG. DATE</u>
MEGAPOP		2,268,375		8/10/1999
STARNET		3,066,985		3/14/2006
VOICEECLIPSE		3,074,594		3/28/2006

NEWYORK 721.5200 (2K)

RECORDED: 06/30/2009

TRADEMARK
REEL: 004013 FRAME: 0606