

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Continental Broadband, LLC	FORMERLY Continental Broadband, Inc.	01/22/2010	LIMITED LIABILITY COMPANY: VIRGINIA
RECEIVING PARTY DATA			
Name:	Cavalier Telephone, LLC		
Street Address:	1450 E. Parham Road		
City:	Richmond		
State/Country:	VIRGINIA		
Postal Code:	23228		
Entity Type:	LIMITED LIABILITY COMPANY: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3545909	NET TELCOS	
CORRESPONDENCE DATA			
Fax Number:	(804)282-2989		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	8042822500		
Email:	fgerson@robinsonandgerson.com		
Correspondent Name:	Frederick R. Gerson, Esq.		
Address Line 1:	1217 Warren Avenue		
Address Line 2:	Robinson & Gerson, PC		
Address Line 4:	Richmond, VIRGINIA 23226		
ATTORNEY DOCKET NUMBER:	NET TELCOS		
NAME OF SUBMITTER:	Frederick R Gerson		
Signature:	/Frederick R Gerson/		

OP \$40.00 3545909

Date:

02/05/2010

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS AGREEMENT

This Assignment of Trademarks Agreement is entered into as of the 22nd day of January, 2010, by and between CONTINENTAL BROADBAND VIRGINIA, LLC, a Virginia limited liability company (“CBB-VA”), CONTINENTAL VISINET BROADBAND, LLC, a Virginia limited liability company (“CBB-Visi”), and CONTINENTAL BROADBAND, INC. (n/k/a Continental Broadband, LLC) (“CBB”) (CBB-VA, CBB-Visi, and CBB are sometimes referred to collectively as the “Assignors” and each individually as an “Assignor”), and CAVALIER TELEPHONE, LLC, a Virginia limited liability company (“Assignee”). (Assignors and Assignee are sometimes referred to collectively as the “Parties” and each individually as a “Party.”).

WHEREAS Assignors are the owner of certain trademarks as well as associated goodwill and associated trademark registrations and applications for registration, as listed in Schedule A hereto (collectively, the “Trademarks”); and

WHEREAS Assignee for good and valuable consideration is acquiring certain assets of Assignors, including the Trademarks, pursuant to an Asset Purchase Agreement between Assignors and Assignee dated December 24, 2009 (“Asset Purchase Agreement”);

NOW, THEREFORE, in consideration of the covenants exchanged in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors and Assignee do hereby agree and covenant as follows:

1. Assignors do hereby assign, and convey unto Assignee, all right, title and interest in and to the Trademarks listed on Schedule A hereto as well as the registrations and applications for registration associated therewith and the goodwill of the business symbolized by the Trademarks, all common law rights associated with the Trademarks, whether registered or unregistered, and all claims, causes of action and rights of recovery associated with the Trademarks.

2. Assignors agree to require its officers and/or employees to execute additional documents and take such additional steps as may reasonably be requested in order to vest full title in the Trademarks in Assignee or to assist Assignee in recording or perfecting this Assignment or in registering, renewing, or protecting the Trademarks.

3. Assignors shall promptly deliver to Assignee all certificates of registration and documentation related to the Trademarks, as well as all physical assets used primarily or exclusively in connection with the business conducted under the Trademarks. Assignee accepts assignment of the Trademarks and agrees that, as of the date of this Agreement and except to the extent of Assignors’ “further assurances” obligations provided for herein, as between the Parties it shall assume all responsibility for registering and maintaining any registrations of the Trademarks.

4. This Assignment shall be effective as of the 22nd day of January, 2010.

CONTINENTAL BROADBAND VIRGINIA,
LLC, a Virginia limited liability company

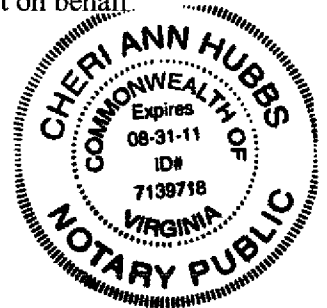
By: CL Watkins (SEAL)
Charles L. Watkins,
President

Acknowledgment

COMMONWEALTH OF VIRGINIA)
CITY OF NORFOLK)

On this 21 day of January, 2010, before me appeared Charles L. Watkins, the person who signed the foregoing instrument, who acknowledged that he or she signed it as a free act on behalf of Continental Broadband Virginia, LLC, with authority to do so.

Cheri Ann Hubbs
Notary Public



My commission expires: 08-31-2011.

CONTINENTAL VISINET BROADBAND, LLC,
a Virginia limited liability company

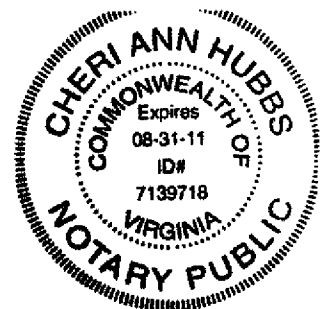
By: CL Watkins (SEAL)
Charles L. Watkins,
President

Acknowledgment

COMMONWEALTH OF VIRGINIA)
CITY OF NORFOLK)

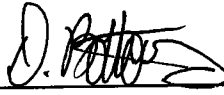
On this 21 day of January, 2010, before me appeared Charles L. Watkins, the person who signed the foregoing instrument, who acknowledged that he or she signed it as a free act on behalf of Continental Visinet Broadband, LLC, with authority to do so.

Cheri Ann Hubbs
Notary Public



My commission expires: 08-31-2011.

CAVALIER TELEPHONE, LLC,
a Virginia limited liability company

By:  (SEAL)
Danny L. Bottoms,
President & CEO

Acknowledgment

COMMONWEALTH OF VIRGINIA)
CITY OF RICHMOND)

On this 22nd day of January, 2010, before me appeared Danny L. Bottoms, the person who signed the foregoing instrument, who acknowledged that he signed it as a free act on behalf of Cavalier Telephone, LLC, with authority to do so.


Notary Public

My commission expires: 1/31/2010.



CONTINENTAL BROADBAND, INC, n/k/a
Continental Broadband, LLC

By: C L Watkins (SEAL)
Name: Charles L. Watkins
Title: President

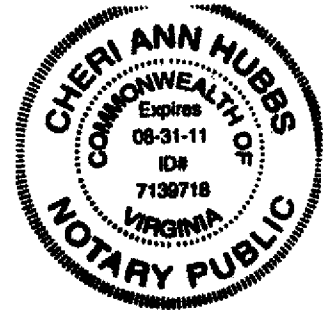
Acknowledgment

COMMONWEALTH OF VIRGINIA)
CITY/COUNTY OF Norfolk)

On this 04 day of February, 2010, before me appeared Charles L. Watkins, the person who signed the foregoing instrument, who acknowledged that he or she signed it as a free act on behalf of Continental Broadband, Inc., n/k/a Continental Broadband, LLC, with authority to do so.

Cheri Ann Hubbo
Notary Public

My commission expires: Aug. 31, 2011.



SCHEDULE A

U.S. Trademark Registrations

<u>Mark & Summary of Services</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
NET TELCOS - telecommunications services; electronic data storage services; computer services	3,545,909	December 16, 2008

I-917512.4