

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Trademark Security Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Intellifiber Networks, Inc.		02/10/2010	CORPORATION: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wachovia Bank, National Association		
<b>Street Address:</b>	1525 West W.T. Harris Boulevard		
<b>Internal Address:</b>	NC0680		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28262		
<b>Entity Type:</b>	a national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77616833	INTELLIFIBER NETWORKS	
<b>Serial Number:</b>	77616827	INTELLIFIBER NETWORKS	
<b>Serial Number:</b>	77616824	INTELLIFIBER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(704)350-7800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	704.350.7738		
<b>Email:</b>	bsmith@winston.com		
<b>Correspondent Name:</b>	Betty G. Smith		
<b>Address Line 1:</b>	Winston & Strawn LLP, 214 N. Tryon St.		
<b>Address Line 2:</b>	22nd Floor		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	80393.07003		
<b>NAME OF SUBMITTER:</b>	Betty G. Smith		

CH \$90.00 77616833

**900154857**

**TRADEMARK**  
**REEL: 004150 FRAME: 0125**

Signature:	/Betty G. Smith/
Date:	02/16/2010
Total Attachments: 4 source=Trademark Security Agreement - Intellifiber Networks, Inc#page1.tif source=Trademark Security Agreement - Intellifiber Networks, Inc#page2.tif source=Trademark Security Agreement - Intellifiber Networks, Inc#page3.tif source=Trademark Security Agreement - Intellifiber Networks, Inc#page4.tif	

## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of February 10, 2010 by and between INTELLIFIBER NETWORKS, INC., a Virginia corporation (the "Grantor"), having its chief executive office at c/o Cavalier Telephone Corporation, 2134 West Laburnum Avenue, Richmond, Virginia 23227, and WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, as Administrative Agent (the "Administrative Agent"), with offices at 1525 West W.T. Harris Boulevard, NC0680, Charlotte, North Carolina 28262, for the ratable benefit of the Secured Parties.

This Agreement is executed pursuant to the terms of (a) the Amended and Restated Credit Agreement dated as of December 15, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among CavTel Holdings, LLC, a Delaware limited liability company (the "Borrower"), Cavalier Telephone Corporation, a Delaware corporation (the "Parent"), the Lenders who are or may become party thereto and the Administrative Agent and (b) the Amended and Restated Collateral Agreement dated as of December 15, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") by and among the Parent, the Borrower, certain Subsidiaries of the Borrower, including the Grantor, and the Administrative Agent, for the ratable benefit of the Secured Parties. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Collateral Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby confirms the grant pursuant to the Collateral Agreement, to the Administrative Agent, for the ratable benefit of the Secured Parties, of a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor, including, without limitation, each Trademark listed on Schedule A;
- (ii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or (b) injury to the goodwill associated with any Trademark; and
- (iii) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent, on behalf of the Secured Parties, with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

INTELLIFIBER NETWORKS, INC., as Grantor

By: Mark W. Clark  
Name: Mark W. Clark  
Title: Treasurer

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA

CITY OF RICHMOND

I, Cheryl C. Jones, a Notary Public for said County and State, do hereby certify that Mark W. Clark personally appeared before me this day and stated that he is the Treasurer of Intellifiber Networks, Inc. and acknowledged, on behalf of Intellifiber Networks, Inc., the due execution of the foregoing instrument.

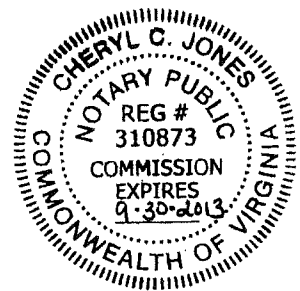
Witness my hand and official seal, this 10<sup>th</sup> day of February, 2010.

Cheryl C. Jones #310873  
Notary Public

My commission expires:

Sept. 30, 2013

[Signature Pages Continue]



Agreed and Accepted as of the  
10<sup>th</sup> day of February, 2010.

WACHOVIA BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By: Lenard Weiner  
Name: Lenard Weiner  
Title: Managing Director

Schedule A to Trademark Security Agreement

TRADEMARKS

<u>Trademarks</u>	<u>Reg. or Serial No.</u>	<u>Reg. or Filing Date</u>	<u>Affidavit of use</u>	<u>Renewal Due</u>
Intellifiber	77616833	11/18/2008		
Intellifiber Networks	77616827	11/18/2008		
Intellifiber	77616824	11/18/2008		