

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

ITC DELTACOM, INC., a Delaware corporation
BUSINESS TELECOM, INC., a North Carolina Corporation
DELTACOM, INC., an Alabama Corporation

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) April 9, 2010

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

Internal Address: _____

Address: _____

Street Address: 900 Ashwood Parkway, Suite 425

City: Atlanta

State: Georgia

Country: U.S.A. Zip: 30338

Association Citizenship U.S.A.

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

See attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: IP Research Plus

Internal Address: _____

Attn: Penelope J.A. Agorina

Street Address: _____

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

B. Payment information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

April 12, 2010

Date

Joseph Raho Jr.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Schedule I

I. Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Filing Date</u>
ITC^DeltaCom, Inc.	ITC^DELTACOM (Class 38)	2,405,331	11/21/2000
ITC^DeltaCom, Inc.	ITC DELTACOM and Design (Class 38)	2,407,859	11/28/2000
ITC^ DeltaCom, Inc.	DELTACOM (Classes 38 and 42)	2,071,650	06/17/1997
ITC^DeltaCom, Inc.	E^COM (Classes 37, 38 and 42)	2,931,048	03/08/2005
ITC^DeltaCom, Inc.	E^DELTACOM (Classes 37, 38 and 42)	2,528,538	01/08/2002
DeltaCom, Inc.	EVERYBODY'S TALKING (Class 38)	2,900,348	11/02/2004
Business Telecom, Inc	BTI (Class 38)	2,427,897	02/13/2001

II. Common Law Trademarks

<u>Owner</u>	<u>Trademark (U.S. only)</u>	<u>Anticipated Class</u>
DeltaCom, Inc.	SIMPLI-BIZ	Class 38
DeltaCom, Inc.	SIMPLI-BUSINESS	Class 38
DeltaCom, Inc.	SIMPLI-VOICE	Class 38
DeltaCom, Inc.	SIMPLI-MOBILE	Class 38
DeltaCom, Inc.	SIMPLI-INTERNET	Class 38
DeltaCom, Inc.	SIMPLI-DATA	Class 38
DeltaCom, Inc.	SIMPLI-IP	Class 38
DeltaCom, Inc.	SIMPLI-HUB	Class 38
DeltaCom, Inc.	SIM-BIZ	Class 38
DeltaCom, Inc.	SO SIMPLE, IT'S GENIUS!	Class 38
DeltaCom, Inc.	SIMPLICI-T	Class 38
DeltaCom, Inc.	SIMPLICI-T PLUS	Class 38
DeltaCom, Inc.	SIMPLICI-T PLUS IP	Class 38
DeltaCom, Inc.	BUSINESS REACH	Class 38
DeltaCom, Inc.	ACCOUNTABLE BUSINESS SOLUTIONS	Class 38
DeltaCom, Inc.	DELTACOM ADVANTAGE	Class 38
DeltaCom, Inc.	DELTACOME ON!	Class 38
DeltaCom, Inc.	DELTACOMMUNITY	Class 38
DeltaCom, Inc.	DELTACOMMITMENT	Class 38
DeltaCom, Inc.	DELTACOMMUNICATION	Class 38

III. Trademark Applications

NONE

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IV. Trademark Licenses

NONE

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TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

04/15/2010
900159743

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ITC^DELTACOM, INC.		04/09/2010	CORPORATION: DELAWARE
BUSINESS TELECOM, INC.		04/09/2010	CORPORATION: NORTH CAROLINA
DELTACOM, INC.		04/09/2010	CORPORATION: ALABAMA

RECEIVING PARTY DATA

Name:	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Collateral Agent
Street Address:	900 Ashwood Parkway, Suite 425
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30338
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2405331	ITC^DELTACOM
Registration Number:	2407859	ITC DELTACOM
Registration Number:	2071650	DELTACOM
Registration Number:	2931048	E^COM
Registration Number:	2528538	E^DELTACOM
Registration Number:	2900348	EVERYBODY'S TALKING
Registration Number:	2427897	BTI

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3016380511
 Email: ipresearchplus@comcast.net

OP \$190.00 2405331

Correspondent Name:	IP Research Plus, Inc.
Address Line 1:	21 Tadcaster Circle
Address Line 2:	Attn: Penelope J.A. Agodoa
Address Line 4:	Waldorf, MARYLAND 20602
ATTORNEY DOCKET NUMBER:	35595
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	04/15/2010
<p>Total Attachments: 7 source=35595#page1.tif source=35595#page2.tif source=35595#page3.tif source=35595#page4.tif source=35595#page5.tif source=35595#page6.tif source=35595#page7.tif</p>	

EXECUTION COPY

TRADEMARK SECURITY AGREEMENT dated as of April 9, 2010 (this "*Agreement*"), among ITC^DELTA COM, INC., a Delaware corporation, located at 7037 Old Madison Pike, Huntsville, AL 35806 (the "*Borrower*"), BUSINESS TELECOM, INC., a North Carolina corporation ("*BTI*"), located at 7037 Old Madison Pike, Huntsville, AL 35806, DELTA COM, INC., an Alabama corporation ("*DTI*"; each of the Borrower, BTI and DTI, a "*Grantor*" and collectively, the "*Grantors*"), located at 7037 Old Madison Pike, Huntsville, AL 35806, and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Collateral Agent (in such capacity, the "*Collateral Agent*").

Reference is made to (a) the Security Agreement dated as of April 9, 2010 (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*"), among the Borrower, the subsidiaries of the Borrower party thereto, including BTI and DTI, and the Collateral Agent, (b) the Credit Agreement dated as of April 9, 2010 (as amended, refinanced, replaced, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, the Lenders party thereto and Credit Suisse AG, Cayman Islands Branch, as administrative agent, and (c) the Indenture dated as of April 9, 2010 (as amended, refinanced, replaced, restated, supplemented or otherwise modified from time to time, the "*Indenture*"), among the Borrower, the subsidiaries of the Borrower identified therein, including BTI and DTI, and The Bank of New York Mellon Trust Company, N.A., as trustee. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement and the Holders have agreed to purchase the Notes subject to the terms and conditions set forth in the indenture. The obligations of the Lenders to extend such credit and of the Holders to purchase the Notes are conditioned upon, among other things, the execution and delivery of this Agreement. BTI and DTI are affiliates of the Borrower, and will derive substantial benefits from the extension of credit and the purchase of the Notes pursuant to the Credit Agreement and the Indenture, respectively, and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and the Holders to purchase the Notes. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the First Lien Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the First Lien Secured Parties, a security interest in and lien on, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such

Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "*Trademark Collateral*"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I attached hereto (the "*Trademarks*");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

Notwithstanding the above, the Trademark Collateral shall not include, and the security granted hereunder shall not attach to, any Excluded Collateral.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

ITC^ DELTACOM, INC.,

By: *J. Thomas Mullis*
Name: J. Thomas Mullis
Title: Senior Vice President-Legal and
Regulatory, General Counsel and
Secretary

DELTACOM, INC.

By: *J. Thomas Mullis*
Name: J. Thomas Mullis
Title: Senior Vice President, General
Counsel and Secretary

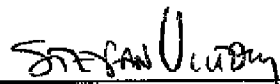
BUSINESS TELECOM, INC.

By: *J. Thomas Mullis*
Name: J. Thomas Mullis
Title: Senior Vice President, General
Counsel and Secretary

[Trademark Security Agreement]

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Collateral
Agent,

by



Name: STEFAN VICTORY
Title: VICE PRESIDENT

[Signature Page to Trademark Security Agreement]

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