

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
VIAWEST, INC.		05/20/2010	CORPORATION: COLORADO
DATASIDE DELAWARE, LLC		05/20/2010	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	ROYAL BANK OF CANADA
Street Address:	200 BAY STREET, 12TH FLOOR
Internal Address:	SOUTH TOWER, ROYAL BANK PLAZA
City:	TORONTO, ONTARIO
State/Country:	CANADA
Postal Code:	M5J 2W7
Entity Type:	CANADIA BANK: CANADA

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2641631	VIAWEST
Registration Number:	2788168	FORTIX
Registration Number:	3352203	V VIAWEST
Registration Number:	2581302	COLLOCATION SOLUTIONS
Registration Number:	2581306	COLLOCATION SOLUTIONS
Registration Number:	2906985	COMDEPOT
Registration Number:	3357420	DS DATASIDE

**CORRESPONDENCE DATA**

Fax Number: (646)848-4455  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-848-4455  
 Email: jlik@shearman.com

**900163139**

**TRADEMARK  
 REEL: 004213 FRAME: 0603**

**CH \$190.00 2641631**

Correspondent Name: Gloria Jung  
Address Line 1: 599 Lexington Avenue  
Address Line 2: Shearman & Sterling LLP  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 35614/114

DOMESTIC REPRESENTATIVE

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER: GLORIA JUNG

Signature: /GLORIA JUNG/

Date: 05/24/2010

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated May 20, 2010, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of ROYAL BANK OF CANADA, as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, RNB COMMUNICATIONS, INC., a Colorado corporation (“*Holdings*”) and PLATFORM MERGER SUB, INC., a Colorado Corporation have entered into a Credit Agreement dated as of May 20, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with ROYAL BANK OF CANADA, as Administrative Agent and Collateral Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuers under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks and the entry into Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated May 20, 2010 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “*Collateral*”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or the marks that are the subject thereof under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);
- (iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the “*Copyrights*”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(v) any and all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements, dilutions, misappropriations, violations, misuses or breaches thereof, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise, including, without limitation, obligations under such Grantor's Guarantee.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer, as applicable, record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or an electronic transmission of a .pdf copy thereof shall be effective as delivery of an original executed counterpart of this IP Security Agreement.


SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

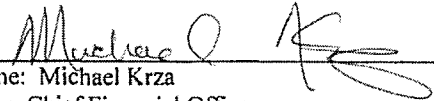
[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

VIAWEST, INC., as Grantor

By:   
Name: Michael Krza  
Title: Chief Financial Officer

DATASIDE DELAWARE, LLC, as Grantor

By:   
Name: Michael Krza  
Title: Chief Financial Officer

ROYAL BANK OF CANADA, as Collateral Agent

By:   
Name: \_\_\_\_\_  
Title: Susan Khokher  
Manager, Agency

**SCHEDULE A: PATENTS**

None.

## SCHEDULE B: Trademarks

<u>Mark</u>	<u>Reg No.</u>	<u>Reg. Date</u>	<u>Owner</u>
VIAWEST	2641631	10/29/2002	ViaWest, Inc.
FORTIX	2788168	12/02/2003	ViaWest, Inc.
V VIAWEST	3352203	12/11/2007	ViaWest, Inc.
COLLOCATION SOLUTIONS	2581302	10/06/2000	Dataside Delaware, LLC
COLLOCATION SOLUTIONS	2581306	10/06/2000	Dataside Delaware, LLC
COMDEPOT	2906985	11/30/2004	Dataside Delaware, LLC
DS DATASIDE	3357420	12/18/2007	Dataside Delaware, LLC



**SCHEDULE C: COPYRIGHTS**

None.