

## 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           |
| One Communications Corp.   |                                     | 06/15/2010                    | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA   |                                     |                               |                       |
| Name:  | CapitalSource Finance, LLC          |                               |                       |
| Street Address:  | 4445 Willard Ave.                   |                               |                       |
| Internal Address:  | 12th Floor                          |                               |                       |
| City:  | Chevy Chase                         |                               |                       |
| State/Country:   | MARYLAND                            |                               |                       |
| Postal Code:   | 20815                               |                               |                       |
| Entity Type:   | LIMITED LIABILITY COMPANY: DELAWARE |                               |                       |
| PROPERTY NUMBERS Total: 2  |                                     |                               |                       |
| Property Type  | Number                              | Word Mark                     |                       |
| Registration Number:   | 3523858                             | ONESOLUTIONS BUSINESS BUNDLES |                       |
| Registration Number:   | 3579819                             | ONESOLUTIONS MOBILE           |                       |
| CORRESPONDENCE DATA  |                                     |                               |                       |
| Fax Number:  | (212)808-7897                       |                               |                       |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                                     |                               |                       |
| Phone:   | (212) 808-7800                      |                               |                       |
| Email:   | mmarcotte@kelleydrye.com            |                               |                       |
| Correspondent Name:  | Matthew D. Marcotte                 |                               |                       |
| Address Line 1:  | 101 Park Avenue                     |                               |                       |
| Address Line 2:  | Kelley Drye & Warren LLP            |                               |                       |
| Address Line 4:  | New York, NEW YORK 10178            |                               |                       |
| ATTORNEY DOCKET NUMBER:  | 015536-0002                         |                               |                       |
| NAME OF SUBMITTER:   | Matthew D. Marcotte                 |                               |                       |

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| Signature:   | /Matthew D. Marcotte/ |
| Date:  | 06/16/2010            |
| <b>Total Attachments: 5</b><br>source=DOC000#page1.tif<br>source=DOC000#page2.tif<br>source=DOC000#page3.tif<br>source=DOC000#page4.tif<br>source=DOC000#page5.tif |                       |

## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT, dated as of June 15, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), is made by One Communications Corp., a Delaware corporation (the "Grantor") in favor of CAPITALSOURCE FINANCE LLC ("CapitalSource"), as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent") (as defined in the Pledge and Security Agreement referred to below).

WHEREAS, the Grantor, certain subsidiaries of the Grantor, the Lenders from time to time party thereto, CapitalSource, as collateral agent (in such capacity, the "Collateral Agent") and as administrative agent, and the other agents named therein have entered into that certain First Lien Credit and Guaranty Agreement, dated as of June 30, 2006 (as subsequently amended and restated on April 19, 2007 and as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used and not defined herein have the meanings given such terms in the Pledge and Security Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantor and certain of its subsidiaries (collectively, the "PSA Grantors") executed and delivered that certain First Lien Pledge and Security Agreement, dated as of June 30, 2006, (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") in favor of the Collateral Agent.

WHEREAS, under the terms of the Pledge and Security Agreement, the PSA Grantors, including the Grantor, have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the PSA Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the Grantor's right, title and interest in and to the following, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations (as defined in the Credit Agreement):

(i) the United States and foreign trademark registrations and applications referred to in Schedule A hereto (as such schedule may be amended or supplemented from time to time), (ii) all rights to, and to obtain, any extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements, dilutions, and other violations of any of the foregoing or for any injury to

goodwill, (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (vi) all other rights of any kind whatsoever corresponding thereto throughout the world.

SECTION 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks, and any other applicable government officer record this Trademark Security Agreement.

SECTION 3. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (including by telecopy), 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.


SECTION 4. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.

SECTION 5. Conflict Provision. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement this \_\_\_\_ day of June, 2010.

ONE COMMUNICATIONS CORP.,  
as Grantor

By:   
Name: Raymond B. Ostroski  
Title: Executive Vice President, General  
Counsel and Secretary

Acknowledged and Accepted:

CAPITALSOURCE FINANCE LLC,  
as Collateral Agent

By: Joanne Fungaroli

Name: Joanne Fungaroli  
Authorized Signatory

Title: \_\_\_\_\_

*Trademark Security Agreement*

Schedule A to Trademark Security Agreement

| Grantor                  | Trademark                                | Registration Date | Registration No. |
|--------------------------|--|-------------------|------------------|
| One Communications Corp. | ONESOLUTIONS BUSINESS BUNDLES and Design | 10/28/2008        | 3523858          |
| One Communications Corp. | ONESOLUTIONS MOBILE                      | 2/24/2009         | 3579819          |