

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bandwidth Consulting, Inc., d/b/a BandCon		06/30/2010	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Harbert Mezzanine Partners II SBIC, L.P.		
<b>Street Address:</b>	618 Church Street, Suite 500		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37219		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3584099	BANDCON DIRECT CONNECT	
Registration Number:	3584100	BANDCON CONTENT DELIVERY SYSTEM	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(423)785-8480		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4237858295		
Email:	pliner@millermartin.com		
Correspondent Name:	Patricia P. Liner		
Address Line 1:	832 Georgia Avenue		
Address Line 2:	Suite 1000 Volunteer Building		
Address Line 4:	Chattanooga, TENNESSEE 37402-2289		
ATTORNEY DOCKET NUMBER:	15918-0037		
NAME OF SUBMITTER:	Patricia P. Liner		
Signature:	/Patricia P. Liner/		

CH \$65.00 3584099

**TRADEMARK**

**900166454**

**REEL: 004238 FRAME: 0396**

Date:

07/08/2010

Total Attachments: 2

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MEMORANDUM OF SECURITY AGREEMENT

(TRADEMARKS)

Pursuant to an Intellectual Property Security Agreement dated January 31, 2006, as amended (the "Security Agreement"), Bandwidth Consulting, Inc., d/b/a BandCon, a California corporation (the "Pledger"), has granted to Harbert Mezzanine Partners II SBIC, L.P., a Delaware corporation, as agent (the "Secured Party"), a continuing security interest in, and a continuing lien upon, the Collateral (as that term is defined in the Security Agreement), including the trademarks listed on the annexed Schedule 1, and all applications, registrations, renewals and proceeds (including accounts receivable and royalties) thereof (the "Trademarks"), together with the goodwill of the business connected with the use of and symbolized by the Trademarks. The Secured Party's security interest in the Trademarks can be terminated only in accordance with the terms of the Security Agreement.

Dated: June 30, 2010

BANDWIDTH CONSULTING, INC.

By: 

Name: PRESIDENT, T. STEVEN MILLER

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

Schedule 1

<u>TRADEMARK</u>	<u>OWNER</u>	<u>STATUS</u>	<u>REGISTRATION NO.</u>
BANDCON DIRECT CONNECT	Bandwidth Consulting, Inc.	Registered	3,584,099
BANDCON CONTENT DELIVERY SYSTEM	Bandwidth Consulting, Inc.	Registered	3,584,100