

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Quagga Corporation | | 06/22/2010 | CORPORATION: |
| RECEIVING PARTY DATA | | | |
| Name: | Deutsche Bank Trust Company Americas | | |
| Street Address: | 60 Wall Street | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10005 | | |
| Entity Type: | New York banking corporation: NEW YORK | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3683749 | HANDSFREE NATION | |
| Registration Number: | 3578392 | LET THE NETWORK SPEAK | |
| Registration Number: | 2824813 | QUAGGA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)354-8113 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 212-819-8437 | | |
| Email: | trademarkdocket@whitecase.com | | |
| Correspondent Name: | Andrew Fessak | | |
| Address Line 1: | White & Case LLP | | |
| Address Line 2: | 1155 Avenue of the Americas | | |
| Address Line 4: | New York, NEW YORK 10036 | | |
| ATTORNEY DOCKET NUMBER: | 1128782-0007 | | |
| NAME OF SUBMITTER: | Andrew Fessak | | |

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|--|-----------------|
| Signature: | /Andrew Fessak/ |
| Date: | 06/24/2010 |
| Total Attachments: 5 source=TM Grant#page1.tif source=TM Grant#page2.tif source=TM Grant#page3.tif source=TM Grant#page4.tif source=TM Grant#page5.tif | |

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

June 22, 2010

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, QUAGGA CORPORATION (the "Grantor") with principal offices at One PaeTec Plaza, 600 Willowbrook Office Park, Fairport, NY 14450, hereby grants to DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent, with principal offices at 60 Wall Street, New York, New York 10005, (the "Grantee"), a security interest in (i) all of the Grantor's rights, title and interest in and to the United States trademarks and all trademark applications (the "Trademarks") set forth on Schedule A attached hereto, in each case together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Trademarks, (iii) the goodwill of the businesses with which the Trademarks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Amended and Restated Security Agreement among the Grantor, the other assignors from time to time party thereto, the Grantee and each Authorized Representative (as defined in the Security Agreement) from time to time party thereto, dated as of February 28, 2007 and amended and restated as of June 29, 2009 (as the same may be further amended, modified, restated, and/or supplemented from time to time, the "Security Agreement") or upon the request of the Grantor such earlier date upon which a release is permitted in accordance with the terms of the Security Agreement. Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Trademarks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement and is not intended to increase the rights of the Grantee pursuant to the Security Agreement or the obligations of the Grantee beyond the rights and obligations contained in the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

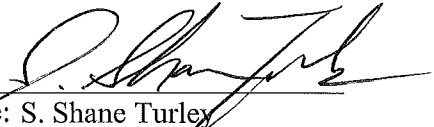
Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble, have the meanings provided or provided by reference in the Security Agreement.

This Grant may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of this page intentionally left blank; signature page follows]

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

QUAGGA CORPORATION, Grantor

By 
Name: S. Shane Turley
Title: Vice President and Senior Corporate Counsel

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent and Grantee

By _____
Name:
Title:

By _____
Name:
Title:

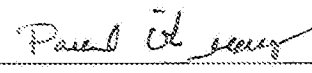
IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.

QUAGGA CORPORATION, Grantor

By _____
Name: S. Shane Turley
Title: Vice President and Senior Corporate
Counsel

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent and Grantee

By 
Name: Anca Iritan
Title: Managing Director

By 
Name: Paul O'Leary
Title: Director

SCHEDULE A

| <u>MARK</u> | <u>REG. NO.</u> | <u>REG. DATE</u> |
|------------------------|------------------------|-------------------------|
| HANDSFREE NATION® | 3683749 | September 15, 2009 |
| LET THE NETWORK SPEAK® | 3578392 | February 24, 2009 |
| QUAGGA® | 2824813 | March 23, 2004 |