

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT																
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST																
<b>CONVEYING PARTY DATA</b>																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>MEGAPATH INC.</td> <td>FORMERLY Netifice Communications, Inc.</td> <td>08/20/2010</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>DSLNET COMMUNICATIONS VA, INC.</td> <td></td> <td>08/20/2010</td> <td>CORPORATION: VIRGINIA</td> </tr> <tr> <td>DSLNET COMMUNICATIONS, LLC</td> <td></td> <td>08/20/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	MEGAPATH INC.	FORMERLY Netifice Communications, Inc.	08/20/2010	CORPORATION: DELAWARE	DSLNET COMMUNICATIONS VA, INC.		08/20/2010	CORPORATION: VIRGINIA	DSLNET COMMUNICATIONS, LLC		08/20/2010	LIMITED LIABILITY COMPANY: DELAWARE	
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DSLNET COMMUNICATIONS, LLC		08/20/2010	LIMITED LIABILITY COMPANY: DELAWARE														
<b>RECEIVING PARTY DATA</b>																	
Name:	EAST WEST BANK																
Street Address:	2350 Mission College Blvd.																
Internal Address:	Suite 988																
City:	Santa Clara																
State/Country:	CALIFORNIA																
Postal Code:	95054																
Entity Type:	CORPORATION: CALIFORNIA																
<b>PROPERTY NUMBERS Total: 3</b>																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 15%;">Number</th> <th style="width: 65%;">Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3085723</td> <td>NETIFICE</td> </tr> <tr> <td>Registration Number:</td> <td>2403531</td> <td>MEGAPATH NETWORKS</td> </tr> <tr> <td>Registration Number:</td> <td>2269936</td> <td>DSL.NET</td> </tr> </tbody> </table>	Property Type	Number	Word Mark	Registration Number:	3085723	NETIFICE	Registration Number:	2403531	MEGAPATH NETWORKS	Registration Number:	2269936	DSL.NET					
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<b>CORRESPONDENCE DATA</b>																	
Fax Number:	(858)550-6420																
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																	
Phone:	858-550-6403																
Email:	erin.obrien@cooley.com																
Correspondent Name:	Erin O'Brien																
Address Line 1:	c/o Cooley LLP																
Address Line 2:	4401 Eastgate Mall																

CH \$90.00 3085723

**900170184**

**TRADEMARK**  
**REEL: 004266 FRAME: 0762**

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	300614-107 MEGAPATH
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NAME OF SUBMITTER:	Erin O'Brien
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Signature:	/Erin O'Brien/
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Date:	08/25/2010
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**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") is entered into as of August 20, 2010 by and among EAST WEST BANK ("Bank"), MEGAPATH INC., formerly known as Netifice Communications, Inc., a Delaware corporation ("Megapath"), DSLNET COMMUNICATIONS VA, INC., a Virginia corporation ("DSL-Virginia"), and DSLNET COMMUNICATIONS, LLC, a Delaware limited liability company ("DSL-Delaware") (collectively, "Grantor").

### RECITALS

Megapath and Bank are parties to that certain Loan and Security Agreement dated as of June 30, 2006, as amended from time to time, including a First Amendment to Loan and Security Agreement dated as of August 24, 2006, a Second Amendment to Loan and Security Agreement dated as of May 11, 2007, a Third Amendment to Loan and Security Agreement dated as of April 22, 2008, a Fourth Amendment to Loan and Security Agreement dated as of July 8, 2008, a Fifth Amendment to Loan and Security Agreement dated as of September 29, 2008, a Sixth Amendment to Loan and Security Agreement dated as of February 13, 2009, a Seventh Amendment to Loan and Security Agreement dated as of July 15, 2009, and an Eighth Amendment to Loan and Security Agreement dated as of January 29, 2010 (collectively, the "Loan Agreement"). The parties propose to enter into that certain Ninth Amendment to Loan and Security Agreement dated as of the date hereof (the "Amendment"), which provides in part that DSL-Virginia and DSL-Delaware are each deemed a Borrower under the Loan Agreement in accordance with the terms set forth therein. Bank has agreed to enter into the Amendment, provided, among other things, that Grantor amends the Collateral and agrees to grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement. Capitalized terms used but not defined herein have the meaning assigned in the Loan Agreement.

NOW, THEREFORE, Grantor agrees as follows:

### AGREEMENT

To secure performance of Grantors' obligations under the Agreement, Grantor grants to Bank a security interest in all of Grantor's right, title and interest in Grantor's intellectual property whether presently existing or hereafter acquired (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Bank in the Agreement.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

555 Anton Boulevard, Suite 200  
Costa Mesa, CA 92626  
Attention: \_\_\_\_\_

MEGAPATH NETWORKS, INC.

By: \_\_\_\_\_ 

Name: \_\_\_\_\_

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

Address of Grantor:

50 Barnes Park North, Suite 104  
Wallingford, CT 064925  
Attention: \_\_\_\_\_

DSLNET COMMUNICATIONS VA, INC.

By: \_\_\_\_\_ 

Name: \_\_\_\_\_

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

Address of Grantor:

50 Barnes Park North, Suite 104  
Wallingford, CT 064925  
Attention: \_\_\_\_\_

DSLNET COMMUNICATIONS, LLC

By: \_\_\_\_\_ 

Name: \_\_\_\_\_

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

Address of Bank:

2350 Mission College Blvd., Suite 988  
Santa Clara, CA 95054  
Attn: Lisa Chang

EAST WEST BANK

By: \_\_\_\_\_ 

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

**EXHIBIT A**

**Copyrights**

<b>Title</b>	<b>Registration Number</b>	<b>Registration Date</b>
N/A		

**EXHIBIT B**

**Patents**

<b>Description</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Patent Number</b>	<b>Issue Date</b>
N/A				

**EXHIBIT C**

**Trademarks**

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
NETIFICE	3085723	04/25/06
MEGAPATH NETWORKS	2403531	11/14/00
DSL.net	2269936	08/10/99

877043 v1/HN