

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
ONVOY, INC.		09/07/2010	CORPORATION: MINNESOTA
MINNESOTA INDEPENDENT EQUAL ACCESS CORPORATION		09/07/2010	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	SUNTRUST BANK, as Lender
Street Address:	211 Perimeter Center Parkway
Internal Address:	Fifth Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30346
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3163535	BANDWAGON
Registration Number:	2163819	MEANS TELCOM
Registration Number:	3098972	O
Registration Number:	3127603	ONVOY COMMUNITY NETWORK
Registration Number:	2742327	ONVOY
Registration Number:	2641492	ONVOY
Registration Number:	3261977	VOICE BUILT FOR HIGH SPEED
Registration Number:	3154862	

CORRESPONDENCE DATA

Fax Number: (404)815-2424
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-815-2231

900171106

**TRADEMARK
 REEL: 004273 FRAME: 0873**

CH \$215.00 3163535

Email: carolfraser@paulhastings.com
Correspondent Name: Carol Fraser, Corporate Paralegal
Address Line 1: 600 Peachtree Street, NE
Address Line 2: Paul Hastings Janofsky & Walker LLP
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	09/08/2010

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of this 7th day of September, 2010, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and SUNTRUST BANK, in its capacity as lender pursuant to the Credit Agreement referred to below (together with its successors and assigns, the "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of September 7th, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Onvoy, Inc., a Minnesota corporation (the "Borrower"), the Persons party thereto from time to time as Guarantors and the Lender, the Lender is willing to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lender is willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to the Lender, that certain Security Agreement, dated as of September 7, 2010 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Lender this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Lender a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to the Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Lender, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to the Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize the Lender unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and

similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

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

GRANTORS:

ONVOY, INC.

By: Ken des Garennes
Name: Ken des Garennes
Title: VP & CFO

MINNESOTA INDEPENDENT EQUAL ACCESS CORPORATION

By: Ken des Garennes
Name: Ken des Garennes
Title: VP & CFO

ACCEPTED AND ACKNOWLEDGED BY:

SUNTRUST BANK, as the Lender

By: _____
Name:
Title:

TRADEMARK SECURITY AGREEMENT

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

GRANTORS:

ONVOY, INC.

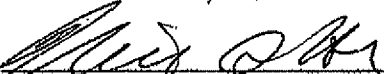
By: _____
Name:
Title:

**MINNESOTA INDEPENDENT EQUAL
ACCESS CORPORATION**

By: _____
Name:
Title:

**ACCEPTED AND ACKNOWLEDGED
BY:**



SUNTRUST BANK, as the Lender

By: 
Name: Nicholas Hahn
Title: Director


SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

U.S. Trademarks:

Registered Owner	Trademark Description	Application Serial No/ Filing Date	Registration No/ Registration Date
Onvoy, Inc.	BANDWAGON	78424895 May 25, 2004	3163535 October 24, 2006
Onvoy, Inc.	MEANS TELCOM	75281864 April 28, 1997	2163819 June 9, 1998
Onvoy, Inc.		78373264 February 24, 2004	3098972 May 30, 2006
Onvoy, Inc.	ONVOY COMMUNITY NETWORK	78362125 February 4, 2004	3127603 August 8, 2006
Onvoy, Inc.	ONVOY	75668379 March 26, 1999	2742327 July 29, 2003
Onvoy, Inc.	 ONVOY	75722946 June 7, 1999	2641492 October 29, 2002
Onvoy, Inc.	VOICE BUILT FOR HIGH SPEED	78431876 June 8, 2004	3261977 July 10, 2007
Onvoy, Inc.	WAGON DESIGN	78432128 June 9, 2004	3154862 October 10, 2006

Foreign Trademarks:

Registered Owner	Trademark Description	Application Serial No/ Filing Date	Registration No/ Registration Date
Onvoy, Inc. (Canada)	BE SEEN. BE HEARD. BE INFORMED. BE CONNECTED	1149765 August 14, 2002	619966 September 17, 2004
Onvoy, Inc. (Canada)	ONVENDOR	1114824 September 5, 2001	619290 September 13, 2004
Onvoy, Inc. (Canada)	 ONVOY	1038547 December 6, 1999	599367 January 14, 2004
Onvoy, Inc. (Canada)	ONVOYAGER	1167800 February 12, 2003	633947 March 1, 2005

Trade Names

d/b/a Onvoy Voice Services

Common Law Trademarks

None

Trademarks Not Currently In Use

Serial Number

Reg. Number

Word Mark