

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Vantagepoint Venture Partners III (Q), L.P., as Agent		09/30/2010
			Entity Type
			LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	DSL.NET, Inc.		
Street Address:	555 Anton Boulevard		
Internal Address:	Suite 200		
City:	Costa Mesa		
State/Country:	CALIFORNIA		
Postal Code:	92626		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	2269936	DSL.NET
CORRESPONDENCE DATA			
Fax Number:	(617)951-8736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6179518000		
Email:	jennifer.kagan@bingham.com		
Correspondent Name:	Jennifer Kagan		
Address Line 1:	One Federal Street		
Address Line 2:	Bingham McCutchen LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	0000330819		
NAME OF SUBMITTER:	Jennifer Kagan		
Signature:	/jenniferkagan/		

OP \$40.00 2269936

Date:

09/30/2010

Total Attachments: 3

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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Termination and Release"), dated as of September 30, 2010 by **VANTAGEPOINT VENTURE PARTNERS III (Q), L.P.**, a Delaware limited partnership (the "Agent") with a place of business at 1001 Bayhill Drive, Suite 300, San Bruno, California 94066, in connection with the grant of security interests in certain trademarks by **DSL.NET, Inc.**, a corporation organized under the laws of the State of Delaware (the "Assignor"), in favor of the Agent.

WITNESSETH:

WHEREAS, the Assignor entered into an agreement with the Agent which was recorded in the Trademark Division of the United States Patent and Trademark Office on December 30, 2002 at Reel 002589, Frame 0159 for the purpose of providing certain trademarks as collateral security for the payment and performance of certain obligations of the Assignor to the Agent; and

WHEREAS, the Agent now desires to terminate and release the entirety of its security interest in the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Definitions. The term "Trademark Collateral", as used herein, shall mean all of the Assignor's right, title and interest of every kind and nature as of the date hereof in the Assignor's trademarks (including, without limitation, those items listed on Schedule A thereto, (each, a "Trademark")), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its security interest in the Trademark Collateral, together with all products and proceeds thereof, including without limitation, any claims by Assignor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark, without representation, warranty or recourse of any kind or nature (together with the Trademark Collateral, the "Trademark Rights").

3. Reassignment. The Agent hereby reassigns, grants and conveys to Assignor, without any representation, recourse or undertaking by the Agent, all of the Agent's right, title and interest in and to the Trademark Collateral and the Trademark Rights.

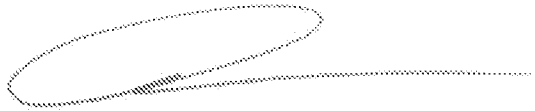
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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

**VANTAGEPOINT VENTURE PARTNERS III
(Q), L.P., as Agent**

By: VantagePoint Venture Associates III,
L.L.C., Its General Partner

By: _____


Name: Alan E. Saizman
Title: Managing Member

{Signature Page to Termination and Release of Security Interest in Trademark Rights}

A/73507886

**TRADEMARK
REEL: 004287 FRAME: 0745**

SCHEDULE A

<u>Trademark</u>	<u>Country</u>	<u>Reg. No.</u> <u>(App. No.)</u>	<u>Reg. Date</u> <u>(App. Date)</u>	<u>Status/ Comments</u>
DSL.NET	US	2269936 (75209286)	08/10/1999 12/06/1996	Registered