

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
Metropolitan Telecommunications Corporation		06/30/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MCG Capital Corporation
Street Address:	1100 Wilson Boulevard, Suite 3000
City:	Arlington
State/Country:	VIRGINIA
Postal Code:	22209
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	75294504	METROPOLITAN TELECOMMUNICATIONS
Serial Number:	75567988	METTEL
Serial Number:	76329340	METTEL METROPOLITAN TELECOMMUNICATIONS
Serial Number:	75817328	METCONNECT
Serial Number:	77552729	METTEL WIRELESS
Serial Number:	76340684	METPATH
Serial Number:	78756227	METVOICE
Serial Number:	78756241	SMART CHOICES. SOUND SOLUTIONS.
Serial Number:	77552693	METONE
Serial Number:	78756253	YOUR PARTNER FOR PROFITABILITY
Serial Number:	77552713	METONE. THE ONE WAY. THE BETTER WAY.
Serial Number:	77809802	ONE COMPANY, ONE CHOICE, ONE BILL, ONE SOLUTION, METONE

CORRESPONDENCE DATA**900178777****TRADEMARK
REEL: 004433 FRAME: 0697**

OP \$315.00 75294504

Fax Number: (703)247-7545

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 703-247-7542

Email: rthomas@mcgcapital.com

Correspondent Name: MCG Capital Corporation

Address Line 1: 1100 Wilson Boulevard, Suite 3000

Address Line 4: Arlington, VIRGINIA 22209

NAME OF SUBMITTER:

Samuel G Rubenstein

Signature:

/Samuel G Rubenstein/

Date:

12/15/2010

Total Attachments: 11

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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, supplemented and otherwise modified from time to time, "IP Security Agreement") is made and effective as of June 30, 2005, by **MANHATTAN TELECOMMUNICATIONS CORPORATION**, a Delaware corporation (including any successor or permitted assignee thereof, "Grantor"), in favor of MCG CAPITAL CORPORATION (including any successor, participant, assignee or transferee thereof, "Administrative Agent"), as administrative agent for itself and the Senior Lenders (as defined in the Credit Agreement referred to below), and as administrative agent for itself and the Term Loan C Lenders (as defined in the Credit Agreement referred to below).

RECITALS

WHEREAS, pursuant to that certain Second Amended and Restated Credit Facility Agreement by and among Borrowers, Lenders and Administrative Agent dated as of the date hereof (as may be amended from time to time, the "Credit Agreement"), a condition precedent to the obligation of Administrative Agent or any Lender to execute and perform under the Credit Agreement is that Borrowers shall have executed and delivered, inter alia, that certain Amended and Restated Master Security Agreement, Collateral Assignment and Equity Pledge executed by Borrowers in favor of Administrative Agent for the benefit of Administrative Agent and the Senior Lenders and for the benefit of the Term Loan C Lenders dated as of the date hereof (as may be amended from time to time, the "Security Agreement") encumbering all of Borrowers' tangible and intangible personal property assets in favor of Administrative Agent for the benefit of Administrative Agent and the Senior Lenders and the Term Loan C Lenders; and

WHEREAS, under the terms of the Security Agreement, Grantor has agreed to grant a security interest in Grantor's intellectual property to Administrative Agent for purposes of securing the obligations to Administrative Agent and the Senior Lenders and the Term Loan C Lenders under the Credit Agreement and related Loan Documents; and

WHEREAS, Grantor has determined that it is in its best interest to execute this IP Security Agreement inasmuch as Grantor will derive substantial direct and indirect benefits from the funding of the Advances by Administrative Agent pursuant to the Credit Agreement; and

WHEREAS, this IP Security Agreement amends and restates the Intellectual Property Security Agreement dated as of May 6, 1999, by and among Grantor and Administrative Agent, as successor to MCG Finance Corporation (as amended prior to the date hereof, the "Original IP Security Agreement");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and Administrative Agent hereby agree as follows:

1. Grant. Grantor hereby grants to Administrative Agent, for the benefit of the Senior Lenders, and to Administrative Agent, for the benefit of the Term Loan C Lenders, an

absolute, present, unconditional, continuing first priority security interest in and to Grantor's entire right, title and interest in and to the following property and rights (collectively, the "Collateral"):

(a) The U.S., state and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses set forth on Schedule A attached hereto (collectively, the "Copyrights"); and

(b) The U.S., state and foreign patents and patent applications, and patent licenses set forth on Schedule B attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"); and

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses set forth on Schedule C attached hereto (including all associated goodwill, collectively, the "Trademarks"); and

(d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and

(e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(f) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Collateral; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Administrative Agent's interest in the Collateral.

3. Power of Attorney. Prior to the termination of the Credit Agreement in accordance with Section 10.10 thereof, Grantor hereby irrevocably grants Administrative Agent a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Administrative Agent's discretion, to take any action and to execute any instrument which Administrative Agent may deem reasonably necessary to accomplish the purposes of the Security Agreement or this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in Administrative Agent's sole discretion and without first obtaining Grantor's approval of or signature thereto) Schedule A, Schedule B,

and/or Schedule C hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any Collateral in which Grantor no longer has or claims any right, title or interest; and

(b) To execute, file and pursue (in Administrative Agent's sole discretion and without first obtaining Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Administrative Agent's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any assignment or other document required to acknowledge, register or perfect Administrative Agent's interest in any part of the Collateral without the signature of Grantor unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable prior to the termination of the Credit Agreement in accordance with Section 10.10 thereof.

4. Release. The security interest granted herein will terminate (and all rights to the Collateral will revert to Grantor) upon the termination of the Credit Agreement in accordance with Section 10.10 thereof. Upon any such termination, Administrative Agent (at Grantor's request and sole expense) will execute and deliver to Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as Grantor may reasonably request and provide to Administrative Agent to evidence such termination.

5. Miscellaneous. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Administrative Agent under the Security Agreement. The rights and remedies of Grantor and Administrative Agent with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall govern. This IP Security Agreement amends and restates in its entirety the Original IP Security Agreement. This IP Security Agreement renews, restructures and continues the Original IP Security Agreement without any novation, discharge, release or satisfaction of the underlying obligations or indebtedness (or any guaranty or collateral security therefor), all of which

obligations, indebtedness and security remain outstanding under the thereunder and under the Original Credit Agreement and the amended and restated Notes.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

ATTEST:


Name: Andoni Economou
Title: Secretary

[SEAL]

MANHATTAN TELECOMMUNICATIONS
CORPORATION (Grantor)

By: 
Name: David Newman
Title: President

Address: 44 Wall Street
14th Floor
New York, New York 10005

Facsimile: (212) 635-5074

WITNESS:

By: _____
Name: _____
Title: _____

MCG CAPITAL CORPORATION
(Administrative Agent)

By: _____
Name: John S. Patton, Jr.
Title: Managing Director

Address: 1100 Wilson Blvd., Suite 3000
Arlington, VA 22209

Facsimile: (703) 247-7505

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

ATTEST:

MANHATTAN TELECOMMUNICATIONS CORPORATION (Grantor)

Name: Andoni Economou
Title: Secretary

[SEAL]

By: _____
Name: _____
Title: _____

Address: 44 Wall Street
14th Floor
New York, New York 10005

Facsimile: (212) 635-5074

WITNESS:

MCG CAPITAL CORPORATION
(Administrative Agent)

By: Victoria Racho
Name: Victoria Racho
Title: Administrative Legal Assistant

By: John S. Patton, Jr.
Name: John S. Patton, Jr.
Title: Managing Director

Address: 1100 Wilson Blvd., Suite 3000
Arlington, VA 22209

Facsimile: (703) 247-7505

SCHEDULE A

COPYRIGHT COLLATERAL

I. Registered Copyrights

<u>Copyright Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
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II. Pending Copyright Applications

<u>Copyright Title</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Date of Creation</u>	<u>Date of Publication</u>
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III. Unregistered Copyrights

<u>Copyright Title</u>	<u>Date of Creation</u>	<u>Date of Publication</u>	<u>Original Author/Owner</u>	<u>Date and Recordation Number of Assignment to Grantor</u>	<u>Date of Expected Registration (if applicable)</u>
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IV. Copyright Licenses

<u>Copyright</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
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SCHEDULE B
PATENT COLLATERAL

I. Patents

<u>Patent Number</u>	<u>Country</u>	<u>Issue Date</u>	<u>Title</u>
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II. Pending Patent Applications

<u>Patent Title</u>	<u>Atty. Docket Number</u>	<u>Country</u>	<u>Serial Filing Number</u>	<u>Date</u>	<u>Status</u>
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III. Patent Licenses

<u>Patent No.</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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SCHEDULE C

TRADEMARK COLLATERAL

I. Registered Trademarks

<u>Trademark</u> <u>Description</u>	<u>Country/Filing Office</u>	<u>Registration</u> <u>Number</u>
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SEE ATTACHED SCHEDULE 3.5A

II. Pending Trademark Applications

<u>Trademark</u> <u>Description</u>	<u>Atty. Docket</u> <u>Number</u>	<u>Country</u>	<u>Serial</u> <u>Number</u>	<u>Filing</u> <u>Date</u>	<u>Status</u>
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III. Trademark Licenses

<u>Registration</u> <u>Number</u>	<u>Mark</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective</u> <u>Date</u>	<u>Expiration</u> <u>Date</u>
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Schedule 3.5A
Intellectual Property

METROPOLITAN TELECOMMUNICATIONS --

US Trademark Application Serial No. 75/294,504
Federal Trademark Registration No. 2,487,808
Expiration: 9/11/2011
Owner: Manhattan Telecommunications Corporation
Class 38 -- Telephone Services

METTEL --

US Trademark Application Serial No. 75/567,988
Federal Trademark Registration No. 2,334,879
Expiration: 3/28/2020
Owner: Manhattan Telecommunications Corporation
Class 38 -- Telephone Services

METTEL (Design) --

(Design) Federal Trademark Application Serial No. 76/329,340
Federal Trademark Registration No. 2,744,113
Expiration: 7/29/2013
Owner: Manhattan Telecommunications Corporation
Class 38 -- Telecommunications

METCONNECT --

US Trademark Application Serial No. 75/817328
Federal Trademark Registration No. 2373006
Expiration: 8/01/2020
Owner: Manhattan Telecommunications Corporation
Class 38 -- Telecommunications

METTEL WIRELESS --

US Trademark Application Serial No. 77/552,729
Federal Trademark Registration No. 3,601,837
Expiration: 4/07/2019
Owner: Manhattan Telecommunications Corporation
Class 38 -- Telecommunications

METPATH --

US Trademark Application Serial No. 76/340,684
Federal Trademark Registration No. 3,006,156
Expiration: 10/11/2015
Owner: Manhattan Telecommunications Corporation
Class 38 -- Telecommunications

METVOICE --

US Trademark Application Serial No. 78/756,227
Federal Trademark Registration No. 3,168,121
Expiration: 11/17/2016
Owner: Manhattan Telecommunications Corporation
Class 38 -- Telecommunications

SMART CHOICES.SOUND SOLUTIONS --

US Trademark Application Serial No. 78/756,241
Federal Trademark Registration No. 3,210,721
Expiration: 2/20/2017
Owner: Manhattan Telecommunications Corporation
Class 38 -- Telecommunications

METONE --

US Trademark Application Serial No. 77/552,693
Owner: Manhattan Telecommunications Corporation
Class 38 -- Telecommunications

YOUR PARTNER FOR PROFITABILITY --

US Trademark Application Serial No. 78/756,253
Federal Trademark Registration No. 3,168,122
Expiration: 11/07/2016
Owner: Manhattan Telecommunications Corporation
Class 38 -- Telecommunications

METONE.THE ONE WAY.THE BETTER WAY --

US Trademark Application Serial No. 77/552,713
Federal Trademark Registration No. 3,601,835
Owner: Manhattan Telecommunications Corporation
Expiration: 4/7/2015
Class 38 -- Telecommunications

ONE COMPANY, ONE CHOICE, ONE BILL, ONE SOLUTION, METONE --

US Federal Trademark Application Serial No. 77/809,802
Federal Trademark Registration No. 3,816,908
Expiration: 7/13/2016
Owner: Manhattan Telecommunications Corporation
Class 38 -- Telecommunications