

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of First Lien Pledge and Security Agreement, First Lien Intellectual Property Security Agreement and Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CAPITALSOURCE FINANCE LLC		01/06/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	DEUTSCHE BANK TRUST COMPANY AMERICAS, TRUST & SECURITIES SERVICES
Street Address:	60 Wall Street
Internal Address:	Mailstop NYC60-2710
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	banking corporation: NEW YORK

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Registration Number:	2462460	INTELLINET
Registration Number:	2472699	INTELLIVIEW
Registration Number:	2553104	POWERPATH
Registration Number:	2692450	POWERPATH NETWORK
Registration Number:	3193119	SALES IN MOTION
Registration Number:	3193116	SIM
Serial Number:	78675123	BUSINESS BASIC
Serial Number:	78675129	BUSINESS PLUS
Serial Number:	78595521	CTC COMPLETE
Serial Number:	78595523	CTC CUSTOMIZER
Serial Number:	78657559	CTC DIRECT

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TRADEMARK
 REEL: 004461 FRAME: 0078

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Serial Number:	78595520	CTC OPTIMIZER
Registration Number:	2435814	BLEC
Registration Number:	2463949	REON
Registration Number:	2471535	REON BROADBAND
Registration Number:	2946085	
Serial Number:	78778218	MARKET IN MOTION
Serial Number:	78778178	MIM
Registration Number:	2933157	THE SERVICE YOU WANT. THE TECHNOLOGY YOU NEED
Registration Number:	2460848	LIGHTSHIP
Registration Number:	2388302	LIGHTSHIP TELECOM
Registration Number:	2500684	CHOICE ONE
Registration Number:	2454977	CHOICE ONE.COMMUNICATIONS
Registration Number:	2335475	CHOICEACCESS
Registration Number:	2745598	CHOICEGUARD
Registration Number:	2518576	CHOICEINVOICE
Registration Number:	2605379	CHOICEMESSAGE
Registration Number:	2471554	CHOICENETPATH
Registration Number:	2605378	CHOICEONEDATALINK
Registration Number:	2565150	CHOICEONEONLINE
Registration Number:	2729597	CHOICEONEONLINE
Registration Number:	2533926	CHOICEONE. ONLINE
Registration Number:	2460829	CHOICEONEPLUS
Registration Number:	2335482	CHOICEPATH
Registration Number:	2321688	CHOICESELECT
Registration Number:	2321687	CHOICEXCHANGE
Registration Number:	2557157	INFINITECHOICE
Registration Number:	2313861	USXCHANGE
Registration Number:	2347910	XCEPTIONAL LOCAL PHONE SERVICE
Registration Number:	3310581	C CONVERSENT COMMUNICATIONS
Registration Number:	3315580	EXPECT MORE FROM ONE
Registration Number:	3523858	ONESOLUTIONS BUSINESS BUNDLES
Registration Number:	3579819	ONESOLUTIONS MOBILE
Registration Number:	3371442	ONE COMMUNICATIONS

CORRESPONDENCE DATA

TRADEMARK
REEL: 004461 FRAME: 0079

Fax Number: (646)728-2614
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-951-7185
Email: trademarks@ropesgray.com
Correspondent Name: Christine M. Santariga, Ropes & Gray LLP
Address Line 1: The Prudential Tower
Address Line 2: 800 Boylston Street
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	HRZN-024 (ONE COMM)
NAME OF SUBMITTER:	Christine M. Santariga
Signature:	/Christine M. Santariga/
Date:	01/26/2011

Total Attachments: 12
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**ASSIGNMENT OF FIRST LIEN PLEDGE AND SECURITY AGREEMENT,
FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT AND
TRADEMARK SECURITY AGREEMENT**

Assignment of First Lien Pledge and Security Agreement, First Lien Intellectual Property Security Agreement and Trademark Security Agreement (this "Assignment"), *nunc pro tunc* effective as of July 16, 2010, is executed by CAPITALSOURCE FINANCE LLC, in its capacity as Administrative Agent and Collateral Agent (as defined in the Amended and Restated First Lien Credit and Guaranty Agreement described below) and as transferor, (the "Transferor Secured Party") and DEUTSCHE BANK TRUST COMPANY AMERICAS, TRUST & SECURITIES SERVICES, as transferee (the "Transferee Secured Party"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Credit Agreement, the Pledge and Security Agreement, the Intellectual Property Security Agreement, and the Trademark Security Agreement (each as defined below), respectively.

RECITALS

WHEREAS, One Communications Corp. (the "Company"), certain subsidiaries of the Company, as Guarantors, the Lenders party thereto, Goldman Sachs Credit Partners L.P., as Lead Arranger, Sole Bookrunner and Syndication Agent, and the Transferor Secured Party, as Administrative Agent and Collateral Agent, entered into that certain First Lien Credit and Guaranty Agreement, dated as of June 30, 2006, as amended and restated by that certain Amended and Restated First Lien Credit and Guaranty Agreement, dated as of April 19, 2007 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Company, each of the Grantors party thereto, and the Transferor Secured Party, as Collateral Agent, entered into that certain First Lien Pledge and Security Agreement, dated as of June 30, 2006 (as amended, restated, supplemented, or otherwise modified from time to time, the "Pledge and Security Agreement"), and pursuant to such Pledge and Security Agreement, each Grantor granted to the Transferor Secured Party, as Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title or interest in certain Collateral in each case whether now owned or existing or thereafter acquired or arising;

WHEREAS, each of the Grantors party thereto entered into, for the benefit of the Transferor Secured Party, as Collateral Agent for the Secured Parties, that certain First Lien Intellectual Property Security Agreement, dated as of June 30, 2006, as amended and restated by that certain Amended and Restated First Lien Intellectual Property Security Agreement, dated as of April 19, 2007 (as further amended, restated, supplemented, or otherwise modified from time to time, the "Intellectual Property Security Agreement");

WHEREAS, the Grantor party thereto entered into, for the benefit of the Transferor Secured Party, as Collateral Agent for the Secured Parties, that certain Trademark Security Agreement, dated as of June 15, 2010 (as amended, restated, supplemented, or otherwise modified from time to time, the "Trademark Security Agreement");

WHEREAS, pursuant to the Pledge and Security Agreement, Intellectual Property Security Agreement and the Trademark Security Agreement, each of the Grantors granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in and to all of such Grantor's right, title and interest in the Intellectual Property Collateral and the collateral set forth in Section 1 of the Trademark Security Agreement, including but not limited to all Trademarks, Patents, Copyrights, and Trade Secrets referred to in Schedule 1 hereto.

WHEREAS, pursuant to that certain Agency Assignment and Amendment Agreement, dated as of July 16, 2010 (the "Successor Agent Agreement"), the Transferor Secured Party resigned as Administrative Agent and Collateral Agent, the Transferee Secured Party was appointed as successor Administrative Agent and Collateral Agent and the Transferee Secured Party assumed the rights, powers and privileges of the Administrative Agent and Collateral Agent under the Credit Agreement and all other Credit Documents; and

WHEREAS, the Transferor Secured Party desires to assign, and the Transferee Secured Party desires to assume, the rights, powers, privileges and obligations of the Collateral Agent under the Pledge and Security Agreement, the Intellectual Property Security Agreement, and the Trademark Security Agreement.

NOW, THEREFORE, the Transferor Secured Party and the Transferee Secured Party agree as follows:

1. As of the date first written above, the Transferor Secured Party hereby assigns, IN AN "AS IS" CONDITION, ON A "WHERE IS" BASIS AND "WITH ALL FAULTS" AND WITHOUT RECOURSE, REPRESENTATION OR WARRANTY OF ANY KIND TO OR BY TRANSFEROR SECURED PARTY OR ANY OTHER OF THE RESIGNING AGENT PARTIES (AS DEFINED IN THE SUCCESSOR AGENCY AGREEMENT), and the Transferee Secured Party hereby assumes, the rights, powers, privileges and obligations of the Collateral Agent under the Pledge and Security Agreement, the Intellectual Property Security Agreement and the Trademark Security Agreement.

2. The Transferee Secured Party may record this Assignment with the United States Patent and Trademark Office, the United States Copyright Office and intellectual property offices of any countries and/or jurisdictions in which the Intellectual Property Collateral is registered or applied for, at the sole expense of the Company.

3. Except as expressly amended and supplemented herein or in the Successor Agent Agreement, all of the terms and provisions of the Pledge and Security Agreement, the Intellectual Property Security Agreement, and the Trademark Security Agreement shall continue in full force and effect and the same are hereby ratified and confirmed.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of this 17 day of January, 2011.

ASSIGNOR:

CAPITALSOURCE FINANCE LLC,
as Transferor Secured Party

By: 
Name: Joanne Fungaroli
Title: Authorized Signatory

ASSIGNEE:

DEUTSCHE BANK TRUST COMPANY
AMERICAS, TRUST & SECURITIES
SERVICES,
as Transferee Secured Party

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, Assignor has executed this Assignment as of this 6th day of January, 2011.

ASSIGNOR:

CAPITALSOURCE FINANCE LLC,
as Transferor Secured Party

By: _____
Name: Joanne Fungaroli
Title: Authorized Signatory

ASSIGNEE:

DEUTSCHE BANK TRUST COMPANY
AMERICAS, TRUST & SECURITIES
SERVICES,
as Transferee Secured Party

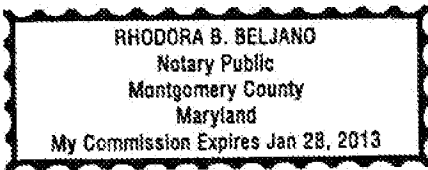
By: 
Name: YANA KISLENKO
Title: ASSISTANT VICE PRESIDENT

By: 
Name: Li Jiang
Title: Associate

STATE OF MARYLAND)
) ss.
COUNTY OF MONTGOMERY)

On this 6th day of January, 2011, before me, a notary public, the undersigned officer, personally appeared Joanne Fungaroli, known to me (or satisfactorily proven) to be the Authorized Signatory of CAPITALSOURCE FINANCE LLC. that executed the within and foregoing instrument, and acknowledged said instrument to be free and voluntary deed of said entity for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

In witness whereof, I hereunto set my hand and official seal.



Rhodora B. Beljano
Signature of Notary Public

Rhodora B Beljano

Print or Stamp Name of Notary Public

Notary Public in and for the State of Maryland

residing at Arlington, VA

My appointment expires 01-28-2013

STATE OF New York)
COUNTY OF New York) ss.

On this 30th day of December, 2010, before me, a notary public, the undersigned officer, personally appeared Yana Kistenko, known to me (or satisfactorily proven) to be the Assistant Vice President of DEUTSCHE BANK TRUST COMPANY AMERICAS, TRUST & SECURITIES SERVICES, and Li Jiana, known to me (or satisfactorily proven) to be the Associate of DEUTSCHE BANK TRUST COMPANY AMERICAS, TRUST & SECURITIES SERVICES, that executed the within and foregoing instrument, and acknowledged said instrument to be free and voluntary deed of said entity for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

In witness whereof, I hereunto set my hand and official seal.

Yevgeniya Shkolnikova
Signature of Notary Public

Yevgeniya Shkolnikova
Notary Public State of New York
No. 01SH6175771 Qualified in Queens County
~~Print or Stamp Name of Notary Public~~
Commission Expires 06-15-2011

Notary Public in and for the State of _____

residing at _____



My appointment expires _____

SCHEDULE I
To
ASSIGNMENT




INTELLECTUAL PROPERTY

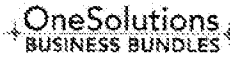

A. Trademarks:

<u>Grantor</u>	<u>Trademarks</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No./ Application No.</u>
CTC Communications Corp.	INTELLINET	4/12/99	Cancelled -- 3/22/2008	2,462,460
One Communications Corp.	INTELLIVIEW	11/19/98	Registered - 7/31/2001	2,472,699
One Communications Corp.	POWERPATH	11/19/98	Registered -- 3/26/2002	2,553,104
One Communications Corp.	POWERPATH NETWORK	11/8/2001	Cancelled -- 10/10/2009	2,692,450
One Communications Corp.	SALES IN MOTION	2/14/2006	Registered -- 1/2/2007	3,193,119
One Communications Corp.	SIM	2/14/2006	Registered -- 1/2/2007	3,193,116
One Communications Corp.	BUSINESS BASIC	7/21/2005	Abandoned -- 8/10/2006	Ser. No. 78/675,123
One Communications Corp.	BUSINESS PLUS	7/21/2005	Abandoned -- 8/10/2006	Ser. No. 78/675,129
One Communications Corp.	CTC COMPLETE	3/25/2005	Abandoned -- 4/21/2006	Ser. No. 78/595,521

<u>Grantor</u>	<u>Trademarks</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No./ Application No.</u>
One Communications Corp.	CTC CUSTOMIZER	3/25/2005	Abandoned - 4/21/2006	Ser. No. 78/595,523
One Communications Corp.	CTC DIRECT	6/24/2005	Abandoned - 4/21/2006	Ser. No. 78/657,559
One Communications Corp.	CTC OPTIMIZER	3/25/2005	Abandoned - 4/21/2006	Ser. No. 78/595,520
REON Broadband Corp.	BLEC	4/12/99	Cancelled - 12/15/2007	2,435,814
REON Broadband Corp.	REON	6/16/2000	Cancelled - 3/29/2008	2,463,949
REON Broadband Corp.	REON BROADBAND	6/16/2000	Cancelled - 4/25/2008	2,471,535
One Communications Corp.	CTC COMMUNICATIONS GROUP INC. Design 	2/26/2004	Registered - 5/3/2005	2,946,085
One Communications Corp.	MARKET IN MOTION	12/21/2005	Abandoned - 12/22/2006	Ser. No. 78/778,218
One Communications Corp.	MIM	12/21/2005	Abandoned - 12/22/2006	Ser. No. 78/778,178
One Communications Corp.	THE SERVICE YOU WANT. THE SERVICE TECHNOLOGY YOU NEED	2/26/2004	Registered - 3/15/2005	2,933,157
One Communications Corp.	LIGHTSHIP and Design 	3/29/99	Registered - 6/19/2001	2,460,848

<u>Grantor</u>	<u>Trademarks</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No./ Application No.</u>
One Communications Corp	LIGHTSHIP TELECOM	4/29/98	Registered -- 9/19/2000	2,388,302
Connecticut Telephone & Communication System, Inc.	CONNECTICUT TELEPHONE	2/09/96	Nonrenewed CT State Registration	9872
One Communications Corp.	CHOICE ONE	9/15/98	Registered -- 10/23/2001	2,500,684
One Communications Corp.	CHOICE ONE. COMMUNICATIONS and DESIGN 	1/20/2000	Registered -- 5/29/2001	2,454,977
Choice One Communications, Inc.	CHOICEACCESS	3/15/99	Cancelled -- 12/30/2006	2,335,475
Choice One Communications Inc.	CHOICEGUARD	1/20/2000	Cancelled -- 3/7/2010	2,745,598
Choice One Communications Inc.	CHOICEINVOICE	2/22/2000	Cancelled -- 9/13/2008	2,518,576
Choice One Communications Inc.	CHOICEMESSAGE	1/20/2000	Cancelled -- 5/9/2009	2,605,379
Choice One Communications, Inc.	CHOICENETPATH	6/21/2000	Cancelled -- 4/25/2008	2,471,554
Choice One Communications Inc.	CHOICEONEDATALINK	1/20/2000	Cancelled -- 5/9/2009	2,605,378
Choice One Communications Inc.	CHOICEONEONLINE	10/26/2000	Cancelled -- 2/7/2009	2,565,150
Choice One Communications Inc.	CHOICEONEONLINE	2/2/2000	Cancelled -- 1/31/2010	2,729,597

<u>Grantor</u>	<u>Trademarks</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No./ Application No.</u>
Choice One Communications Inc.	CHOICEONE. ONLINE and Design 	10/26/2000	Cancelled – 10/31/2008	2,533,926
Choice One Communications, Inc.	CHOICEONEPLUS	3/15/99	Cancelled -- 3/22/2008	2,460,829
Choice One Communications, Inc.	CHOICEPATH	3/15/99	Cancelled – 12/30/2006	2,335,482
Choice One Communications, Inc.	CHOICESELECT	3/15/99	Cancelled - 11/25/2006	2,321,688
One Communications Corp.	CHOICEXCHANGE	3/15/99	Registered – 2/22/2000	2,321,687
Choice One Communications Inc	INFINITECHOICE	5/3/2000	Cancelled – 1/10/2009	2,557,157
US Xchange, L.L.C.	USXCHANGE and Design 	11/2/98	Cancelled -- 11/4/2006	2,313,861
US Xchange, L.L.C.	XCEPTIONAL LOCAL PHONE SERVICE	6/19/99	Cancelled -- 2/10/2007	2,347,910
One Communications Corp.	C CONVERSENT COMMUNICATIONS and DESIGN 	10/20/2006	Registered -- 10/16/2007	3,310,581
One Communications Corp.	EXPECT MORE FROM ONE	10/18/2006	Registered – 10/23/2007	3,315,580

<u>Grantor</u>	<u>Trademarks</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No./ Application No.</u>
One Communications Corp.	ONESOLUTIONS BUSINESS BUNDLES and Design 	3/19/2008	Registered -- 10/28/2008	3,523,858
One Communications Corp.	ONESOLUTIONS MOBILE	7/14/2008	Registered -- 2/24/2009	3,579,819
One Communications Corp.	ONE COMMUNICATIONS and Design 	10/20/2006	Registered -- 1/22/2008	3,371,442
US Xchange of Wisconsin, LLC	ONE COMMUNICATIONS			Wisconsin State Registration No. 5,700,129
Conversent Communications Resale, LLC	ONE COMMUNICATIONS			Wisconsin State Registration No. 20,095,901,737

B. Copyrights:

<u>Grantor</u>	<u>Copyrights</u>	<u>Registration Date</u>	<u>Status</u>	<u>Registration No.</u>
CTC Communications Corp.	IntelliVIEW: a software application designed to review and analyze customer billing information in the telecommunications industry	3/15/1999	Registered	TXu-809-178
CTC Communications Corp.	NIMBUSL network integration manager—branch utilization system	3/15/1999	Registered	TXu-809-177
REON Broadband Corp.	REON Broadband	2/21/2001	Registered	TX-5-348-539

C. Patents: NONE.

D. Intellectual Property Licenses: NONE.