

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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03/25/2011  
 900187576

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wave2Wave Communications, Inc.		03/24/2011	CORPORATION:
Brookville Special Purpose Fund, LLC		03/24/2011	LIMITED LIABILITY COMPANY:
RNK, Inc.		03/24/2011	CORPORATION:

**RECEIVING PARTY DATA**

Name:	Robert DePalo
Street Address:	570 Lexington Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	INDIVIDUAL: UNITED STATES

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	3483500	PHONE NUMBER BANK
Registration Number:	3483499	PHONE NUMBER BANK
Registration Number:	3355759	MYTEMPNUMBER
Registration Number:	3463008	RNK COMMUNICATIONS
Registration Number:	3463007	RNK COMMUNICATIONS
Registration Number:	3174072	BRIDGE2VOIP
Registration Number:	3171488	REVOS
Registration Number:	3171467	VOIP2GO
Registration Number:	3320887	SUBJECTTALK
Registration Number:	3192154	RNKVOIP
Serial Number:	77765007	DON'T GIVE OUT YOUR NUMBER GIVE OUT ONE OF OURS
Registration Number:	2697484	HELLO PVG PERSONAL VOICE GREETING

CH \$440.00 3483500

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Serial Number:	77748752	RNK TELECOM
Serial Number:	77748031	RNK TELECOM
Registration Number:	2480071	DIALAROUNDTHEWORLD.COM
Registration Number:	2758664	WAVE2WAVE
Registration Number:	2747786	WAVE 2 WAVE

## CORRESPONDENCE DATA

Fax Number: (516)248-6422

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

Phone: (516) 248-6400

Email: maa@dmlegal.com

Correspondent Name: Davidoff Malito &amp; Hutcher, LLP

Address Line 1: 200 Garden City Plaza, Suite 315

Address Line 4: Garden City, NEW YORK 11530

ATTORNEY DOCKET NUMBER: 9908.001

NAME OF SUBMITTER: Michael A. Adler

Signature: /Michael A. Adler/

Date: 03/25/2011

## Total Attachments: 6

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### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 24, 2011, by Wave2Wave Communications, Inc. and Brookville Special Purpose Fund, LLC and RNK, Inc. (the "Grantors"), in favor of Robert DePalo, as collateral agent (the "Collateral Agent") for the secured parties referred to below.

#### WHEREAS:

A. Reference is made to that certain Pledge and Security Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), entered into by and among the Grantors, the other "Obligors" party thereto, Collateral Agent, and the other secured parties thereunder from time to time (together with Collateral Agent, the "Secured Parties") which secures certain now existing and future arising obligations owing to the Secured Parties;

B. Pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Collateral Agent this Agreement.

C. Pursuant to the terms of the Security Agreement, the Grantors have granted to the Collateral Agent for the benefit of the Secured Parties a security interest in substantially all the assets of the Grantors, including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Security Agreement).

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby grant to the Collateral Agent, for the benefit of the Secured Parties, to secure the Obligations, a continuing security interest in all of the Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. each United States and foreign trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
2. each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantors against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

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This security interest is granted in conjunction with the security interests granted to the Collateral Agent and Secured Parties pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties 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. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement and all disputes arising hereunder shall be governed by, the laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York. The parties hereto (a) agree that any legal action or proceeding with respect to this Agreement or any other agreement, document, or other instrument executed in connection herewith or therewith, shall be brought in any state or federal court located within New York, New York, (b) irrevocably waive any objections which either may now or hereafter have to the venue of any suit, action or proceeding arising out of or relating to this Agreement, or any other agreement, document, or other instrument executed in connection herewith, brought in the aforementioned courts and (c) further irrevocably waive any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

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The Grantors have caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereto as of the date first set forth above.

WAVE2WAVE COMMUNICATIONS, INC.

By:   
Name: Eric Mann  
Title: Chief Financial Officer

RNK, INC.

By:   
Name: Eric Mann Title:  
Secretary & Treasurer

Acknowledged:

Robert DePalo, as Collateral Agent

By: \_\_\_\_\_  
Name: Robert DePalo

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The Grantors have caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

WAVE2WAVE COMMUNICATIONS, INC.

By: \_\_\_\_\_  
Name: Eric Mann  
Title: Chief Financial Officer

RNK, INC.

By: \_\_\_\_\_  
Name: Eric Mann Title:  
Secretary & Treasurer

Acknowledged:

Robert DePalo, as Collateral Agent

By:   
Name: Robert DePalo

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SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Collateral

Trademark/Service mark	Serial/Registration No.	Registration/Filing Date	Owner	Description
Phone Number Bank	3483500	8/12/2008	RNK, Inc.	RNK Trademark for Phone Number Bank Service
Phone Number Bank	3483499	8/12/2008	RNK, Inc.	RNK Trademark for Phone Number Bank Service
MyTempNumber	3355759	12/18/2007	RNK, Inc.	RNK Trademark for MyTempNumber Service
RNK Communications	3463008	7/8/2008	RNK, Inc.	RNK Trademark for major Trade Name
RNK Communications	3463007	7/8/2008	RNK, Inc.	RNK Trademark for major Trade Name
Bridge2Voip	3174072	11/21/2006	RNK, Inc.	RNK Trademark for VoIP Service Offering
Revos	3171488	11/14/2006	RNK, Inc.	RNK Trademark for Service Offering
Voip2Go	3171467	11/14/2006	RNK, Inc.	RNK Trademark for VoIP Service Offering
Subjecttalk	3320887	10/23/2007	RNK, Inc.	RNK Trademark for SubjectTalk Service
RNKvoip	3192154	1/2/2007	RNK, Inc.	RNK Trademark for VoIP Service Offering
Don't Give Out Your Number Give Out One of Ours	77765007	6/22/2009	RNK, Inc.	RNK Trademark used with MyTempNumber Services

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Hello PVG Personal Voice Greeting	2697484	3/18/2003	RNK, Inc.	RNK Trademark for Service Offering
RNK Telecom	77748752	6/1/2009	RNK, Inc.	RNK Trademark for major Trade Name
RNK Telecom	77748031	5/29/2009	RNK, Inc.	RNK Trademark for major Trade Name
Dialaroundtheworld.com	2480071	8/21/2001	RNK, Inc.	RNK Trademark for Retail Product/Service Offering
Wave2Wave	2756664	8/26/2003	Wave2Wave Communications, Inc.	Wave2Wave Trademark for major Trade Name
Wave 2 Wave	2747786	8/5/2003	Wave2Wave Communications, Inc.	Wave2Wave Trademark for major Trade Name