

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Assignment of Security Interests in Trademarks	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company Americas, as original administrative and collateral agent		05/31/2011	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as successor administrative and collateral agent		
Street Address:	Bank of America Plaza		
Internal Address:	901 Main Street		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202-3714		
Entity Type:	a National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2268375	MEGAPOP	
Registration Number:	3066985	STARNET	
Registration Number:	3074594	VOICEECLIPSE	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2128198200		
Email:	fcutajar@whitecase.com		
Correspondent Name:	White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 2:	Patents & Trademarks		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1128782-0007		

OP \$90.00 2268375

900194474

TRADEMARK
REEL: 004563 FRAME: 0059

NAME OF SUBMITTER:	Frances B. Cutajar
Signature:	/Frances B. Cutajar/
Date:	06/15/2011
Total Attachments: 6 source=DBBOATMAssignmentSecurityInterestPacTecITEL#page1.tif source=DBBOATMAssignmentSecurityInterestPacTecITEL#page2.tif source=DBBOATMAssignmentSecurityInterestPacTecITEL#page3.tif source=DBBOATMAssignmentSecurityInterestPacTecITEL#page4.tif source=DBBOATMAssignmentSecurityInterestPacTecITEL#page5.tif source=DBBOATMAssignmentSecurityInterestPacTecITEL#page6.tif	

ASSIGNMENT OF SECURITY INTERESTS IN TRADEMARKS

THIS ASSIGNMENT OF SECURITY INTEREST (this "Assignment") dated as of May 31, 2011 is entered into by and between Deutsche Bank Trust Company Americas ("DB" or the "Initial Agent") and Bank of America, N.A. ("Bank of America"). All capitalized terms used herein and not otherwise defined shall have the respective meanings provided such terms in the Restated Credit Agreement referred to below.

WHEREAS, PAETEC Holding Corp. (the "Borrower"), the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and DB as the original Administrative Agent and Collateral Agent thereunder entered into that certain Amended and Restated Credit Agreement, dated as of February 28, 2007, as amended and restated as of May 31, 2011 (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, the Lenders severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth in the Credit Agreement; and

WHEREAS, in connection with the Credit Agreement, the Borrower, Allworx Corp., McLeodUSA LLC (successor in interest to McLeodUSA Incorporated and McLeodUSA Holdings, Inc.), PaeTec Communications, Inc., Quagga Corporation, US LEC LLC (successor in interest to US LEC Corp.), and PAETEC iTel, L.L.C. (formerly known as US LEC iTel, L.L.C.) (collectively, the "Grantors"), and DB, as Collateral Agent, entered into that certain Security Agreement, dated as of February 28, 2007, and amended and restated as of June 29, 2009 (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, PAETEC iTel, L.L.C. was required to and did execute and deliver a Grant of Security Interest in United States Trademarks whereby PAETEC iTel, L.L.C. granted to the Initial Agent a security interest in certain trademarks and trademark applications, including, without limitation, those listed on Schedule A attached hereto (the "Secured IP") in each case together with all Proceeds (as such term is defined in the Security Agreement) and products of the Trademarks, the goodwill of the businesses with which the Trademarks are associated, and all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same, for the benefit of the Secured Parties;

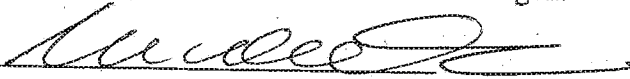
NOW, THEREFORE, (i) for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Initial Agent hereby gives notice of its grant, conveyance, and assignment, on an exclusive basis, to Bank of America, its successors, legal representatives, and assigns, of all the Initial Agent's right, title and interest in and to the Secured IP, including, without limitation, all liens and security interests, and to any renewals and/or extensions thereof, as well as any products and proceeds thereof, including all goodwill, income, royalties, and damages now and hereafter due or payable to the Initial Agent, for past, present, or future infringements and misappropriations, as well as all rights to sue for such infringements and misappropriations, and all rights corresponding to any of the above, including but not limited to

the security interest in the Secured IP recorded with the United States Patent and Trademark Office.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF each of the undersigned has caused this assignment to be executed by its duly authorized officer as of the first date written above.

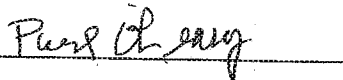
DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Original Administrative and Collateral Agent

By: 

Name: Anca Trifan

Title: Managing Director

Title: _____

By: 

Name: Paul O'Leary

Title: Director

Title: _____

BANK OF AMERICA, N.A.
as Successor Administrative and Collateral Agent to DEUTSCHE BANK TRUST
COMPANY AMERICAS

By: _____

Name: _____

Title: _____

ACKNOWLEDGED AND CONSENTED TO BY:

PAETEC iTel, L.L.C.
as Grantor

By: _____

Name: _____

Title: _____

[Signature Page to Assignment of Security Interests in Trademarks]

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DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Original Administrative and Collateral Agent

By: _____

Name: _____

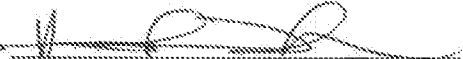
Title: _____

By: _____

Name: _____

Title: _____

BANK OF AMERICA, N.A.
as Successor Administrative and Collateral Agent to DEUTSCHE BANK TRUST
COMPANY AMERICAS

By: 

Name: ~~Antonkie (Toni) Thomas~~

Title: Assistant Vice President

ACKNOWLEDGED AND CONSENTED TO BY:

PAETEC iTel, L.L.C.
as Grantor

By: _____

Name: _____

Title: _____

[Signature Page to Assignment of Security Interests in Trademarks]

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DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Original Administrative and Collateral Agent

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

BANK OF AMERICA, N.A.
as Successor Administrative and Collateral Agent to DEUTSCHE BANK TRUST
COMPANY AMERICAS

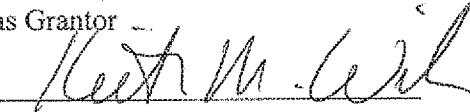
By: _____

Name: _____

Title: _____

ACKNOWLEDGED AND CONSENTED TO BY:

PAETEC iTel, L.L.C.
as Grantor

By: 

Name: Keith M. Wilson

Title: Executive Vice President, Chief
Financial Officer and Treasurer

[Signature Page to Assignment of Security Interests in Trademarks]

Schedule A
TRADEMARKS

Owner	Mark	App Number	Reg. Number	App Date	Reg. Date
PAETEC iTel, L.L.C. (formerly known as US LEC iTel, L.L.C.)	MEGAPOP		2,268,375		Aug. 10, 1999
PAETEC iTel, L.L.C. (formerly known as US LEC iTel, L.L.C.)	STARNET		3,066,985		Mar. 14, 2006
PAETEC iTel, L.L.C. (formerly known as US LEC iTel, L.L.C.)	VOICEECLIPSE		3,074,594		Mar. 28, 2006