

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
Alpheus Communications, LLC	FORMERLY Alpheus Communications, L.P.	12/08/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	201 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3017584	ALPHEUS	
Registration Number:	3606528	ALPHEUS	
Registration Number:	3027694	ALPHEUS	
Registration Number:	3606529	ALPHEUS	
Registration Number:	3160447	METROLOCITY	
CORRESPONDENCE DATA			
Fax Number:	(214)981-3400		
Phone:	(214)981-3308		
Email:	jchester@sidley.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Sidley Austin LLP c/o Julia M. Chester		
Address Line 1:	717 N. Harwood		
Address Line 2:	Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		

CH \$140.00 3017584

ATTORNEY DOCKET NUMBER:	51339-30070
NAME OF SUBMITTER:	Julia M. Chester
Signature:	/Julia M. Chester/
Date:	12/08/2011
Total Attachments: 5 source=Project Arena_ Executed IP Security Agreement#page1.tif source=Project Arena_ Executed IP Security Agreement#page2.tif source=Project Arena_ Executed IP Security Agreement#page3.tif source=Project Arena_ Executed IP Security Agreement#page4.tif source=Project Arena_ Executed IP Security Agreement#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Trademark Security Agreement, dated as of December 8, 2011, is made by Alpheus Communications, LLC (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 8, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, Alpheus Holdings, LLC, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers and NewStar Financial, Inc., as syndication agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Grantor thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (which shall exclude all Excluded Assets, including "intent-to-use" Trademark applications) of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no grant of any security interest or lien shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ALPHEUS COMMUNICATIONS, LLC.
as Grantor

By: Scott Widham
Name: Scott Widham
Title: President

Signature Page to
Alpheus Communications
Intellectual Property Security Agreement
(Trademarks)

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent.

By: *Brian A. Jack*
Name: *Brian A. Jack*
Title: Duly Authorized Signatory



Signature Page to
Alpheus Communications
Intellectual Property Security Agreement
(Trademarks)

TRADEMARK
REEL: 004674 FRAME: 0377


SCHEDULE II
TO
TRADEMARK SECURITY AGREEMENT

A. REGISTERED TRADEMARKS

Federal Trademark Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>TRADEMARK</u>
Alpheus Communications, LLC	3017584	11/22/2005	ALPHEUS
Alpheus Communications, LLC	3606528	5/20/2008	ALPHEUS
Alpheus Communications, LLC	3027694	12/13/2005	
Alpheus Communications, LLC	3606529	4/14/2009	
Alpheus Communications, LLC	3160447	10/17/2006	METROLOCITY

State Trademark Registrations:

<u>STATE</u>	<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>TRADEMARK</u>
Texas	Alpheus Communications, LLC	800394850	9/27/2004	ALPHEUS
Texas	Alpheus Communications, LLC	800394842	9/27/2004	
Texas	Alpheus Communications, LLC	800561950	11/1/2005	METROLOCITY

B. TRADEMARK APPLICATIONS

None.