

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Broadstripe, LLC	FORMERLY Millennium Digital Media Systems, L.L.C.	01/13/2012	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Anne Arundel Broadband, LLC		
<b>Street Address:</b>	406 Headquarters Dr Ste 201		
<b>City:</b>	Millersville		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21108		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3900855	BROADSTRIPE	
Registration Number:	4019635	BROADSTRIPE	
Registration Number:	3152093	MILLENNIUM VOICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(206)587-2308		
<b>Email:</b>	trademark@caimcross.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Maureen Burke		
<b>Address Line 1:</b>	524 Second Avenue, Suite 500		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98104		
<b>ATTORNEY DOCKET NUMBER:</b>	1118-032		
<b>NAME OF SUBMITTER:</b>	Maureen Burke		
<b>Signature:</b>	/maureendburke/		

OP \$90.00 3900855

Date:

01/26/2012

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

13 THIS TRADEMARK ASSIGNMENT (this "Assignment") is made effective January 13, 2012 (the "Effective Date"), by and between BROADSTRIPE, LLC, a Delaware limited liability company formerly known as Millennium Digital Media Systems, L.L.C. ("Assignor"), and ANNE ARUNDEL BROADBAND, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the trademark listed on Exhibit A hereto (the "Trademarks") and has the authority to assign all right, title and interest in and to the Trademarks; and

WHEREAS, pursuant to that certain Purchase and Sale Agreement, dated effective August 16, 2011, by and among Assignor, Assignee, and the other parties thereto, Assignor has agreed to assign to Assignee, and Assignee has agreed to acquire from Assignor, the entire right, title and interest in and to the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer, convey and deliver unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill associated therewith.

Assignee shall record this Assignment with the United States Patent and Trademark Office with respect to the Trademarks. Assignor agrees to execute all papers and to perform such other proper acts as said Assignee may deem necessary to secure to Assignee or to its designee the rights herein assigned, including, but not limited to, executing and delivering to Assignee all such further instruments, assignments, assurances and other documents as Assignee may reasonably request or as may be necessary to more fully assign and convey to and vest in Assignee all rights herein assigned.

Assignor hereby irrevocably constitutes and appoints Assignee to act as Assignee's attorney-in-fact, with full authority in the name, place and stead of Assignor, without notice to or approval of Assignor, from time to time in Assignor's discretion for the purpose of effecting the assignment hereby, the taking of any action hereunder or the taking of any action which Assignee may reasonably deem necessary or advisable to accomplish the purposes of this Assignment (including to sign, file or provide notices to relevant office of any state or foreign jurisdiction, or in any proceeding before the United States Patent and Trademark Office). This power of attorney is an irrevocable, durable agency, coupled with an interest, with full power of substitution.

This Assignment may be executed by facsimile signature in multiple counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.

[Remainder of page intentionally blank; signature page follows]

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be duly executed to be effective as of the Effective Date.

**ASSIGNOR:**

**BROADSTRIPE, LLC**

By: \_\_\_\_\_

Name: Reece Fulgham

Title: Chief Restructuring Officer

**ASSIGNEE:**

**ANNE ARUNDEL BROADBAND, LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

[Signature Page to  
Trademark Assignment]

**TRADEMARK**  
**REEL: 004705 FRAME: 0563**

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed to be effective as of the Effective Date.

ASSIGNOR:

BROADSTRIPE, LLC

By: \_\_\_\_\_

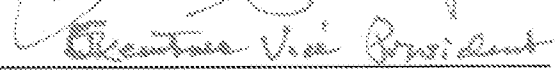
Name: Reece Fulgham

Title: Chief Restructuring Officer

ASSIGNEE:

ANNE ARUNDEL BROADBAND, LLC

By:  \_\_\_\_\_

Its:  \_\_\_\_\_  
President

[Signature Page to  
Trademark Assignment]

TRADEMARK  
REEL: 004705 FRAME: 0564

**EXHIBIT A**

**Trademarks**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
Broadstripe	Federal	76979087	11/13/2007	3900855	1/4/2011
Broadstripe	Federal	76683947	11/13/2007	4019635	8/30/2011
Broadstripe	Alabama			110848	1/17/2008
MILLENNIUM VOICE	Federal	78554296	1/26/2005	3152093	10/3/2006