TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MEGAPATH CORPORATION		06/20/2012	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	SOCIETE GENERALE
Street Address:	1221 AVENUE OF THE AMERICAS
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	BANK: FRANCE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3085723	NETIFICE
Registration Number:	2269936	DSL.NET
Registration Number:	3031837	BROADBAND FOR OPEN MINDS
Registration Number:	3323238	EASYVOICE
Registration Number:	2786907	SPEAKEASY
Registration Number:	2676297	SPEAKEASY

OP $165.00 3085723

CORRESPONDENCE DATA

Fax Number: 7147558290

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@lw.com
Correspondent Name: LATHAM & WATKINS LLP
Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR
Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	036506-0018

NAME OF SUBMITTER:	KRISTIN J AZCONA
Signature:	/KJA/
Date:	07/02/2012

Total Attachments: 11
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Agreement**"), is dated as of June 20, 2012, among MegaPath Group Inc., a Delaware corporation, and MegaPath Corporation, a Virginia corporation (each of the foregoing, a "**Grantor**", and collectively, the "**Grantors**"), and Société Générale, as Collateral Agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (herein in such capacity, the "**Collateral Agent**").

RECITALS

(A) Grantors, the financial institutions listed on the signature pages thereof (each individually referred to as a "**Lender**" and collectively as "**Lenders**") and Société Générale, as administrative agent for the Lenders (in such capacity, the "**Administrative Agent**"), among others, are parties to a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms: the "**Credit Agreement**").

(B) The Grantors are party to a Pledge and Security Agreement, dated as of the date hereof in favor of the Collateral Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the "**Pledge and Security Agreement**"), pursuant to which the Grantors are required to execute and deliver this Agreement.

(C) In consideration of the mutual conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

Each Grantor hereby pledges, assigns, transfers and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired, developed, created, or arising and wherever located.

"**Intellectual Property Collateral**" means each Grantor's right, title and interest in, to and under all of the following included in the Collateral:

(a) all Copyrights registrations and applications for Copyrights owned by any Grantor including, without limitation, the registrations and applications listed or required to be listed on Schedule I hereto;

(b) all Patents and applications for Patents owned by any Grantor, including without limitation, the registrations and applications listed or required to be listed on Schedule II hereto;

(c) all Trademarks registrations and applications for Trademarks owned by any Grantor, including without limitation, the registrations and applications listed or required to be listed on Schedule III hereto;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark owned by any Grantor;

(e) all reissues, continuations or extensions of the foregoing;

(f) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any (A) Copyright or Copyright licensed under any Copyright License, (B) Trademark or Trademark licensed under any Trademark License or (C) Patent or Patent licensed under any Patent License or (ii) injury to the goodwill associated with any Trademark; and

(g) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Collateral include and no Grantor will be deemed to have granted a Security Interest in any of its right, title or interest in any Intellectual Property Collateral if the grant of such Security Interest would constitute or result in the abandonment of, invalidation of, voiding or rendering unenforceable any of its right, title or interest therein, including any application for registration of a Trademark filed on an intent-to-use basis filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and until such time as a statement of use has been filed and duly accepted by the United States Patent and Trademark Office at which point the Collateral shall include, and the Security Interest shall attach to, such application.

SECTION 4 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any conflict between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

TRADEMARK
REEL: 004813 FRAME: 0204

SECTION 5 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD REQUIRE APPLICATION OF ANOTHER LAW.

SECTION 4 Termination

(a) This Agreement and the security interests granted hereunder will automatically terminate upon the Payment in Full of all Secured Obligations, at which time the Collateral Agent, at the Grantors' expense, will promptly execute and deliver to the Grantors all releases and similar documents and notices of termination and take any and all other actions that the Grantors may reasonably request to evidence such termination.

(b) Upon (i) any sale, lease, transfer or other disposition of any item of Intellectual Property Collateral of any Grantor or (ii) the release of any Grantor from the security interests granted hereunder and its obligations under the Loan Documents, in each case, in accordance with the terms of the Loan Documents, the security interest of the Collateral Agent in such Intellectual Property Collateral or such Grantor, as applicable, shall be automatically released. The Collateral Agent, at such Grantor's expense, shall promptly execute and deliver to such Grantor all releases, notices of termination and similar documents and take any and all other actions that such Grantor may reasonably request to evidence the release of such item of Intellectual Property Collateral or such Grantor, as applicable, from the assignment and security interests granted hereby.

(c) Any execution and delivery of releases, notices of termination, or other documents pursuant to this Section 4 will be without recourse to or warranty by the Collateral Agent.

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TRADEMARK
REEL: 004813 FRAME: 0205

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

MEGAPATH GROUP, INC., as Grantor

By: _____
Name: Paul J. Milley
Title: Chief Financial Officer

Notice Address:

6800 Koll Center Parkway
Pleasanton, CA 94566

MEGAPATH CORPORATION, as Grantor

By: _____
Name: Paul J. Milley
Title: Chief Financial Officer

Notice Address:

6800 Koll Center Parkway
Pleasanton, CA 94566

ACCEPTED AND AGREED:

SOCIÉTÉ GÉNÉRALE, as Collateral Agent

By: _____
Name: Richard Knowlton
Title: Managing Director

Signature page to Intellectual Property Security Agreement

SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

COPYRIGHT REGISTRATIONS

(A) REGISTERED COPYRIGHTS

Company/Subsidiary	Title	Jurisdiction	Filing Date/ Issued Date	Application No./ Registration No.
MegaPath Group, Inc.	Covad OSS.	USCO	11/23/2001	TXu1-034-722

(B) COPYRIGHT APPLICATIONS

None.

TRADEMARK
REEL: 004813 FRAME: 0208

SCHEDULE II TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENT REGISTRATIONS

(A) REGISTERED PATENTS

Company/Subsidiary	Title	Jurisdiction	Filing Date/ Issued Date	Application No./ Registration No.
MegaPath Group, Inc.	System, method, and network for providing high speed remote access from any location connected by a local loop to a central office	USPTO	2/22/2000	6028867
MegaPath Group, Inc.	System and method for providing broadband content to high-speed access subscribers	USPTO	9/4/2001	6286049
MegaPath Group, Inc.	Method and system for reducing congestion in connection-oriented packet networks having digital subscriber line access	USPTO	5/14/2002	6388990
MegaPath Group, Inc.	Securing local loops for providing high bandwidth connections	USPTO	10/1/2002	6459702
MegaPath Group, Inc.	Processing orders for high bandwidth connections	USPTO	10/8/2002	6463079
MegaPath Group, Inc.	Method and apparatus for simplifying the configuration of several models of customer premise equipment	USPTO	10/8/2002	6463528
MegaPath Group, Inc.	Rolling out high bandwidth connection services in geographical areas covering several central offices	USPTO	3/25/2003	6538998

TRADEMARK
REEL: 004813 FRAME: 0209

Company/Subsidiary	Title	Jurisdiction	Filing Date/ Issued Date	Application No./ Registration No.
MegaPath Group, Inc.	Method and apparatus for preventing unauthorized use of a permanent virtual connection	USPTO	6/17/2003	6580718
MegaPath Group, Inc.	System and method for remote configuration and management of customer premise equipment over ATM	USPTO	6/24/2003	6584074
MegaPath Group, Inc.	Secure access from a user location to multiple target systems with a simplified user interface	USPTO	7/1/2003	6587883
MegaPath Group, Inc.	Network profiling system	USPTO	7/15/2003	6594695
MegaPath Group, Inc.	Uninterrupted transfer of voice telephony service to derived voice technology	USPTO	12/2/2003	6657994
MegaPath Group, Inc.	Network profiling system	USPTO	5/25/2004	6742029
MegaPath Group, Inc.	Virtual L2TP/VPN tunnel network and spanning tree-based method for discovery of L2TP/VPN tunnels and other layer-2 services	USPTO	7/20/2004	6765881
MegaPath Group, Inc.	System and method for providing internet content using hybrid wireless and wire technologies at the end user site	USPTO	10/26/2004	6810413
MegaPath Group, Inc.	System method and network for providing high speed remote access from any location connected by a local loop to a central office	USPTO	2/8/2005	6853647

TRADEMARK
REEL: 004813 FRAME: 0210

Company/Subsidiary	Title	Jurisdiction	Filing Date/ Issued Date	Application No./ Registration No.
MegaPath Group, Inc.	Automatic configuration and provisioning of virtual circuits for initial installation of high bandwidth connections	USPTO	6/6/2006	7058716
MegaPath Group, Inc.	Systems and method for automated monitoring of availability in xDSL access networks	USPTO	8/29/2006	7099305
MegaPath Group, Inc.	System and method for providing base band voice telephony using derived voice over data technology	USPTO	9/4/2007	7266109
MegaPath Group, Inc.	Application program interface for automating high speed network access ordering and provisioning processes	USPTO	10/9/2007	7281046

(B) PATENT APPLICATIONS

None.

TRADEMARK
REEL: 004813 FRAME: 0211

SCHEDULE III TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

(A) REGISTERED TRADEMARKS

Company/Subsidiary	Title	Jurisdiction	Filing Date/ Issued Date	Application No./ Registration No.
MegaPath Group, Inc.	COVAD	USPTO	25-MAR-2009/ 06-OCT-2009	77699372/ 3692486
MegaPath Group, Inc.	MEGAPATH	USPTO	01-MAR-2011/ 04-OCT-2011	85255143/ 4034865
MegaPath Group, Inc.	ONELINK	USPTO	30-JUN-2004/ 20-DEC-2005	78444120/ 3031691
MegaPath Group, Inc.	TELESOHO	USPTO	25-APR-2001/ 26-FEB-2002	76245884/ 2542936
MegaPath Group, Inc.	COVAD.NET	USPTO	25-APR-2001/ 11-DEC-2001	76245883/ 2517364
MegaPath Group, Inc.	COVAD COVAD	USPTO	21-OCT-1999/ 11-DEC-2001	75828857/ 2516334
MegaPath Group, Inc.	TELESPEED	USPTO	07-NOV-1997/ 04-AUG-1998	75386454/ 2178701

Company/Subsidiary	Title	Jurisdiction	Filing Date/ Issued Date	Application No./ Registration No.
MegaPath Corporation	NETIFICE	USPTO	17-MAR-2000/ 25-APR-2006	76002546/ 3085723
MegaPath Corporation	DSL.NET	USPTO	6-DEC-1996/ 10-AUG-1999	75209286/ 2269936
MegaPath Corporation	BROADBAND FOR OPEN MINDS	USPTO	22-SEP-2004 20-DEC-2005	78487568/ 3031837
MegaPath Corporation	EASYVOICE	USPTO	12-FEB-2007 30-OCT-2007	77105587/ 3323238
MegaPath Corporation	SPEAKEASY	USPTO	5-OCT-2000 25-NOV-2003	76141700/ 2786907
MegaPath Corporation	SPEAKEASY	USPTO	5-OCT-2000 21-JAN-2003	76141402/ 2676297

(B) TRADEMARK APPLICATIONS

None.