

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 |
| Cbeyond Communications, LLC | | 07/05/2012 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of America, N.A. | | |
| Street Address: | 600 Peachtree Street | | |
| Internal Address: | Suite 1300 | | |
| City: | Atlanta | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30308 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3264941 | BEYONDMOBILE | |
| Serial Number: | 85236870 | SECURE WEB WITH SURF GUARD | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4044435697 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 704-343-2335 | | |
| Email: | lallen@mcguirewoods.com | | |
| Correspondent Name: | My Ngo, Esq. | | |
| Address Line 1: | McGuireWoods LLP | | |
| Address Line 2: | 1230 Peachtree Street N.E., Suite 2100 | | |
| Address Line 4: | Atlanta, GEORGIA 30309 | | |
| ATTORNEY DOCKET NUMBER: | 4452178-0442 (CBEYOND) | | |
| NAME OF SUBMITTER: | Latosha E. Allen | | |

OP \$65.00 3264941

| | |
|--|--------------------|
| Signature: | /Latosha E. Allen/ |
| Date: | 07/05/2012 |
| Total Attachments: 3 source=Cbeyond - Trademark Security Notice#page1.tif source=Cbeyond - Trademark Security Notice#page2.tif source=Cbeyond - Trademark Security Notice#page3.tif | |

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

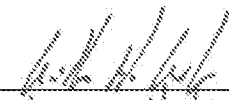
Ladies and Gentlemen:

Please be advised that pursuant to the Security Agreement, dated as of February 8, 2006 (as the same may be amended, modified, extended or restated from time to time, the "Security Agreement"), by and among the Grantors party thereto (each a "Grantor" and collectively, the "Grantors") and Bank of America, N.A., as Administrative Agent (the "Administrative Agent") for the Secured Parties referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications set forth on Schedule 1 attached hereto to the Administrative Agent for the ratable benefit of the Secured Parties.

The Grantors and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the trademarks and trademark applications set forth on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

CBEYOND COMMUNICATIONS, LLC, a Delaware
limited liability company

By: 
Name: William H. Walker
Title: General Counsel

Grantor's Address:
320 Interstate North Parkway, Suite 300
Atlanta, Georgia 30339

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Administrative Agent

By: _____
Name: Thomas M. Faulk
Title: Senior Vice President

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security Agreement, dated as of February 8, 2006 (as the same may be amended, modified, extended or restated from time to time, the "Security Agreement"), by and among the Grantors party thereto (each a "Grantor" and collectively, the "Grantors") and Bank of America, N.A., as Administrative Agent (the "Administrative Agent") for the Secured Parties referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications set forth on Schedule I attached hereto to the Administrative Agent for the ratable benefit of the Secured Parties.

The Grantors and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the trademarks and trademark applications set forth on Schedule I attached hereto (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

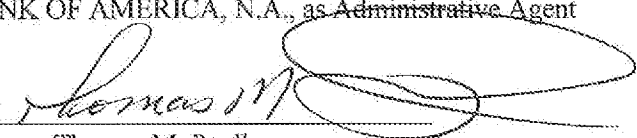
CBEYOND COMMUNICATIONS, LLC, a Delaware
limited liability company

By: _____
Name: _____
Title: _____

Grantor's Address:
320 Interstate North Parkway, Suite 300
Atlanta, Georgia 30339

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Administrative Agent

By: 
Name: Thomas M. Paulk
Title: Senior Vice President

SCHEDULE 1

TRADEMARKS

FEDERAL REGISTRATIONS

| MARK/CLASS OF SERVICES | SERIAL NO. | FILING DATE | REGIS. NO. | REGIS. DATE |
|----------------------------------|------------|-------------|------------|-------------|
| BEYONDMOBILE / 38 | 78/968,095 | 09/06/2006 | 3,264,941 | 07/17/2007 |
| SECURE WEB WITH SURF GUARD/42 | 85/236,870 | 02/08/2011 | | |