

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Trademark Security Agreement		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	The CIT Group/Business Credit, Inc., in its capacity as Administrative Agent for the Secured Parties		11/13/2012
			Entity Type
			CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Eureka Broadband Corporation		
Street Address:	800 Westchester Avenue		
Internal Address:	Suite N501		
City:	Rye Brook		
State/Country:	NEW YORK		
Postal Code:	10573		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	2986771	EUREKA
CORRESPONDENCE DATA			
Fax Number:	2155648120		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	215-564-8182		
Email:	kgibson@stradley.com		
Correspondent Name:	Michael Migliaccio, Esquire		
Address Line 1:	2600 One Commerce Square		
Address Line 2:	Stradley Ronon Stevens & Young, LLP		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-7098		
ATTORNEY DOCKET NUMBER:	158430-1042		
NAME OF SUBMITTER:	Michael Migliaccio		

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Signature:	/Michael Migliaccio/
Date:	11/14/2012
Total Attachments: 5 source=Trademark Release - Eureka Broadband Corporation#page1.tif source=Trademark Release - Eureka Broadband Corporation#page2.tif source=Trademark Release - Eureka Broadband Corporation#page3.tif source=Trademark Release - Eureka Broadband Corporation#page4.tif source=Trademark Release - Eureka Broadband Corporation#page5.tif	

**TERMINATION AND RELEASE OF  
TRADEMARK SECURITY AGREEMENT**

**TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT**, dated as of November 13, 2012, by THE CIT GROUP/BUSINESS CREDIT, INC., a New York corporation, in its capacity as administrative agent for the Secured Parties (in such capacity, "**Administrative Agent**"), in connection with that certain \$25,000,000 Debtor-in-Possession Amended and Restated Credit Agreement, dated of even date herewith, by and among the Credit Parties, the Administrative Agent, and the Lenders. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Security Agreement referenced below.

**WHEREAS**, EUREKA BROADBAND CORPORATION ("**Grantor**") and Administrative Agent entered into that certain Trademark Security Agreement dated as of August 23, 2012 (the "**Security Agreement**"), which Security Agreement was recorded with the United States Patent and Trademark Office at Reel 4853, Frame 0797, on August 31, 2012, for the purpose of securing payment and performance of the Obligations;

**WHEREAS**, pursuant to the Security Agreement, Grantor granted, assigned and pledged to Administrative Agent, on behalf of itself and for the ratable benefit of the Secured Parties, as collateral security for the Obligations, all of the Grantor's right, title and interest in and to:

- (i) (a) all Trademarks, rights and interests in trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith (other than each application to register any trademark or service mark prior to the filing under Applicable Law of a verified statement of use for such trademark or service mark) anywhere in the world, including, without limitation, those described on Schedule A, (b) all reissues, extensions, continuations (in whole or in part) and renewals of any of the foregoing, (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements of any of the foregoing, (d) the right to sue for past, present and future infringements of any of the foregoing and (e) all rights corresponding to any of the foregoing (including the goodwill) throughout the world;
- (ii) any agreement now or hereafter in existence, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, those described on Schedule B; and
- (iii) all products and proceeds of the foregoing and, to the extent not otherwise included, (A) all payments under insurance (whether or not the Administrative Agent is the loss payee thereof) and (B) all tort claims, and all collateral security and Supporting Obligations (as now or hereafter defined in the UCC) given by any Person with respect to any of the foregoing (collectively, the "**Collateral**");

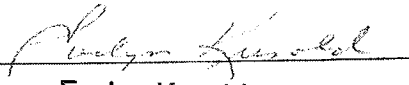
**WHEREAS**, Administrative Agent has agreed to release, and terminate its security interest in, the Collateral and assign and transfer to Grantor all deeds, assignments and other instruments as may be necessary or proper to reassign, re-convey and vest in Grantor the entire right, title and interest to the Collateral as herein provided;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Administrative Agent hereby releases and terminates the Security Agreement and assigns and transfers to Grantor, without representation, warranty or recourse, all of Administrative Agent's right, title and interest in and to the Collateral, effective as of the date set forth above.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Administrative Agent has executed and delivered this Termination and Release of Trademark Security Agreement.

THE CIT GROUP/BUSINESS CREDIT, INC.,  
a New York corporation

By:   
Name: Evelyn Kusold  
Title: Vice President

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**TRADEMARK**  
**REEL: 004900 FRAME: 0304**

SCHEDULE A  
to Termination and Release of  
Trademark Security Agreement

**SCHEDULE A**

**Trademark Registrations/Applications**

Trademark Registrations

<u>Country</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
US	EUREKA	2,986,771	08/23/2005

Pending Trademark Applications

None.

SCHEDULE B  
to Termination and Release of  
Trademark Security Agreement

**TRADEMARK LICENSES**

None

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