

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
Pac-West Telecomm, Inc.		11/30/2012	CORPORATION: CALIFORNIA
Pac-West Telecomm of Virginia, Inc.		11/30/2012	CORPORATION: VIRGINIA
PWT Services, Inc.		11/30/2012	CORPORATION: DELAWARE
PWT of New York, Inc.		11/30/2012	CORPORATION: DELAWARE
Installnet, Inc.		11/30/2012	CORPORATION: CALIFORNIA
U.S. Net Solutions, Inc.		11/30/2012	CORPORATION: CALIFORNIA
Tex-Link Communications, Inc.		11/30/2012	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Hercules Technology II, L.P.
Street Address:	400 Hamilton Avenue, Suite 310
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	77969313	COMMUNICATIONS AT THE SPEED OF NEED
Serial Number:	77850333	TELASTIC
Serial Number:	85109038	T TELASTIC
Serial Number:	78545921	VOICESOURCE
Serial Number:	74693977	PAC-WEST

CORRESPONDENCE DATA

Fax Number: 4156932222

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

via US Mail.

Phone: 4156932440
Email: crhem@cooley.com
Correspondent Name: Cooley LLP
Address Line 1: 101 California Street, 5th Floor
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	305866-174 POINTONE
NAME OF SUBMITTER:	C. Rhem
Signature:	/CR/
Date:	12/03/2012

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 30, 2012 by and between HERCULES TECHNOLOGY II, L.P. ("Lender") and PAC-WEST TELECOMM, INC. ("Company") and each of its Subsidiaries (collectively, "Grantors").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to UPH HOLDINGS, INC. ("Parent") and each of its Subsidiaries (collectively, "Borrowers") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Lender and Borrowers dated as of April 12, 2011 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Lender is willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantors shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Borrowers under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantors have granted to Lender a security interest in all of Grantors' right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of their obligations under the Loan Agreement among Borrowers and Lender, Grantors hereby represent, warrant, covenant and agree as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantors grant and pledge to Lender a security interest in all of Grantors' right, title and interest in, to and under their Intellectual Property (including without limitation those federal Trademark applications and registrations listed on Exhibit A), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This agreement had been entered into in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Grantors represents that Exhibit A attached hereto sets forth any and all intellectual property rights in connection to which Grantors have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantors:

Pac-West Telecomm, Inc.
555 12th Street
Suite 250
Oakland, CA 94607
Attn: _____

GRANTORS:

PAC-WEST TELECOMM, INC.

By: _____
Title: President

PAC-WEST TELECOMM OF VIRGINIA, INC.

By: _____
Title: President

PWT SERVICES, INC.

By: _____
Title: President

PWT OF NEW YORK, INC.

By: _____
Title: President

INSTALLNET, INC.

By: _____
Title: President

U.S. NET SOLUTIONS, INC.

By: _____
Title: President

TEX-LINK COMMUNICATIONS, INC.

By: _____
Title: President

Address of Lender:

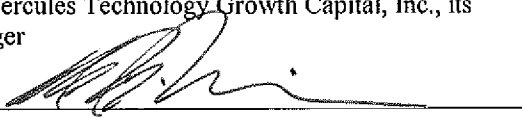
Hercules Technology II, L.P.
400 Hamilton Avenue, Suite 301
Palo Alto, CA 94301
Attn: Loan Documentation

LENDER:

HERCULES TECHNOLOGY II., L.P.

By: Hercules Technology SBIC Management, LLC, its
General Partner

By: Hercules Technology Growth Capital, Inc., its
Manager

By:  _____

Title: K. Nicholas Maritsch
Associate General Counsel

EXHIBIT A

Federal Trademark Applications and Registrations


REG. #	SER. #	MARK	GOODS/SERVICES	BASIS	STATUS
n/a	77/969,313	COMMUNICATIONS AT THE SPEED OF NEED	39: providing electronic storage of data 42: providing on-line non-downloadable computer telephony software; providing on-line non-downloadable software for the transmission of data via the internet as a service to carriers and content providers	1(b)	resp due 01.06.11
n/a	77/850,333	TELASTIC	39: providing electronic storage of data 42: providing on-line non-downloadable computer telephony software; providing on-line non-downloadable software for the transmission of data via the internet as a service to carriers and content providers	1(b)	SOU due 01.20.11
n/a	85/109,038		39: providing electronic storage of data 42: providing on-line non-downloadable computer telephony software; providing on-line non-downloadable software for the transmission of data via the internet as a service to carriers and content providers	1(b)	pending
3,050,310	78/545,921	VOICESOURCE	35: business services, namely, providing assistance in management of telecommunication database services via online portal services 38: telecommunication gateway services, namely, providing two-way connectivity between service providers and public switched telephone networks through point of presence networks; providing third party users with access to telecommunication infrastructure; and provision of access to electronic sites, namely, to telecommunication industry telephone databases	1(a)	§§ 8&15 due between 01.24.11 and 01.24.12; secures 2005 Comerica Bank loan
1,984,023	74/693,977	PAC-WEST	38: telecommunications services, namely providing long distance telephone communications services, telephone answering and paging services	1(a)	renewal due on or before 07.02.16; security for 2005 Comerica Bank loan

EXHIBIT B

Patents

None

EXHIBIT C

Copyrights

None

1255328 v2/SF

RECORDED: 12/03/2012

**TRADEMARK
REEL: 004911 FRAME: 0814**