

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM311205

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement
<b>SEQUENCE:</b>	6

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Birch Telecom, Inc.		07/18/2014	CORPORATION: DELAWARE
Cbeyond Communications, LLC		07/18/2014	LIMITED LIABILITY COMPANY: DELAWARE
Birch Telecom 1996, Inc.		07/18/2014	CORPORATION: DELAWARE
Birch Communications, Inc.		07/18/2014	CORPORATION: GEORGIA

## RECEIVING PARTY DATA

<b>Name:</b>	PNC Bank, National Association, as administrative agent
<b>Street Address:</b>	PNC Firstside Center 500 First Avenue, 4th Floor
<b>City:</b>	Pittsburgh
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15219
<b>Entity Type:</b>	Association: UNITED STATES

## PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	2186707	BIRCH TELECOM
Registration Number:	2325801	BIRCH TELECOM
Registration Number:	2908160	HOME CONNECTION
Registration Number:	2577238	I IONEX
Registration Number:	2542377	I IONEX
Registration Number:	2509015	IONEX
Registration Number:	2503776	MIGHTY MOUTH
Registration Number:	2616143	SERVICE. SAVINGS. SIMPLICITY.
Registration Number:	2779990	SP@CE GENIE
Registration Number:	2691468	SP@CE HOST
Registration Number:	3047178	SPRAWLER
Registration Number:	2558118	YOUR BUSINESS' BEST FRIEND
Registration Number:	2467503	BIRCH
Registration Number:	3549607	BIRCH COMMUNICATIONS
Registration Number:	2962432	BIRCHLINK

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3226827	BUSINESS FIRST
Registration Number:	3862411	AT YOUR SERVICE
Registration Number:	4261291	BRANCH OUT
Registration Number:	4261289	BRANCH OUT
Registration Number:	4261286	BIRCH BRANCH OUT
Registration Number:	3264941	BEYONDMOBILE
Registration Number:	2805009	BEYONDOFFICE
Registration Number:	2793909	BEYONDVOICE
Registration Number:	2794512	BEYONDVOICE
Registration Number:	2763714	BEYONDVOICE I
Registration Number:	2761638	BEYONDVOICE I
Registration Number:	2763713	BEYONDVOICE II
Registration Number:	2816962	BEYONDVOICE II
Registration Number:	3126950	CBEYOND
Registration Number:	3126951	CBEYOND
Registration Number:	2597070	
Registration Number:	3600474	NETPBX
Registration Number:	3600503	NETSIP
Registration Number:	2671389	THE LAST COMMUNICATIONS COMPANY A SMALL
Registration Number:	4397831	TOTALASSIST
Registration Number:	4382713	TOTALCLOUD
Registration Number:	4385711	TOTALNETWORK
Registration Number:	4441587	TOTALVOICE
Registration Number:	4355485	YOUR TECHNOLOGY ALLY
Registration Number:	4397170	BIRCH POWERMERCHANT
Registration Number:	4528389	CONNECT SECURELY TO OUR CLOUD CBEYOND TH
Registration Number:	1696494	CAPITAL GBS COMMUNICATIONS
Serial Number:	86081954	ECONSOLE

**CORRESPONDENCE DATA**

**Fax Number:**

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Email:** marina.kelly@thomsonreuters.com

**Correspondent Name:** Elaine Carrera, Legal Assistant

**Address Line 1:** 80 Pine Street

**Address Line 2:** c/o Cahill Gordon & Reindel LLP

**Address Line 4:** New York, NEW YORK 10005

**NAME OF SUBMITTER:** Elaine Carrera, legal assistant

**SIGNATURE:** /Marina Kelly, Thomson Reuters/

**TRADEMARK**

**REEL: 005325 FRAME: 0492**

<b>DATE SIGNED:</b>	07/18/2014
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**Total Attachments: 8**

- source=T6 7b Trademark Security Agreement#page1.tif
- source=T6 7b Trademark Security Agreement#page2.tif
- source=T6 7b Trademark Security Agreement#page3.tif
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- source=T6 7b Trademark Security Agreement#page5.tif
- source=T6 7b Trademark Security Agreement#page6.tif
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

- 1. Birch Telecom, Inc.
- 2. Cbeyond Communications, LLC
- 3. Birch Telecom 1996, Inc.
- 4. Birch Communications, Inc.

- Individual(s)                       Association  
 Partnership                         Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other: 1. Corp.-DE; 2. LLC-DE; 3. Corp.-DE; 4. Corp.-GA

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) July 18, 2014

- Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: PNC Bank, National Association, as administrative agent

Street Address: PNC Firstside Center  
500 First Avenue, 4th Floor

City: Pittsburgh

State: PA

Country: USA    Zip: 15219

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship USA  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)                      Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY    Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

43

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

July 18, 2014

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## Trademark Security Agreement

**Trademark Security Agreement**, dated as of July 18, 2014, by Birch Telecom, Inc., Cbeyond Communications, LLC, Birch Telecom 1996, Inc. and Birch Communications, Inc. (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

### WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the Payment in Full and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.


SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]


IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

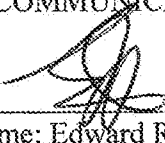
BIRCH TELECOM, INC.

By:   
Name: Edward R. James, III  
Title: Senior Vice President and Chief  
Financial Officer


BIRCH TELECOM, INC.

By:   
Name: Edward R. James, III  
Title: Senior Vice President and Chief  
Financial Officer

BIRCH COMMUNICATIONS, INC.

By:   
Name: Edward R. James, III  
Title: Senior Vice President and Chief  
Financial Officer

CBEYOND COMMUNICATIONS, LLC

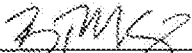
By:   
Name: Edward R. James, III  
Title: Senior Vice President and Chief  
Financial Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

PNC BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By:

  
\_\_\_\_\_

Name: Brendan T. McGuire

Title: Senior Vice President

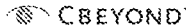
[Signature Page to Trademark Security Agreement]



**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
Birch Telecom, Inc.	2,186,707	BIRCH TELECOM
Birch Telecom, Inc.	2,325,801	BIRCH TELECOM (and free leaf design)
Birch Telecom, Inc.	2,908,160	HOME CONNECTION
Birch Telecom, Inc.	2,577,238	I IONEX (and design)
Birch Telecom, Inc.	2,542,377	I IONEX (and design)
Birch Telecom, Inc.	2,509,015	IONEX
Birch Telecom, Inc.	2,503,776	MIGHTY MOUTH
Birch Telecom, Inc.	2,616,143	SERVICE.SAVINGS.SIMPLICITY
Birch Telecom, Inc.	2,779,990	SP@CE GENIE
Birch Telecom, Inc.	2,691,468	SP@CE HOST
Birch Telecom, Inc.	3,047,178	SPRAWLER
Birch Telecom, Inc.	2,558,118	YOUR BUSINESS' BEST FRIEND
Birch Telecom, Inc.	2,467,503	BIRCH
Birch Telecom, Inc.	3,549,607	BIRCH COMMUNICATIONS & Design
Birch Telecom, Inc.	2,962,432	BIRCHLINK
Birch Telecom, Inc.	3,226,827	BUSINESS FIRST
Birch Telecom, Inc.	3,862,411	AT YOUR SERVICE
Birch Telecom, Inc.	4,261,291	BRANCH OUT
Birch Telecom, Inc.	4,261,289	BRANCH OUT & Design
Birch Telecom, Inc.	4,261,286	BIRCH BRANCH OUT
Cbeyond Communications, LLC	3,264,941	BEYONDMOBILE
Cbeyond Communications, LLC	2,805,009	BEYONDOFFICE
Cbeyond Communications, LLC	2,793,909	BEYONDVOICE

OWNER	REGISTRATION NUMBER	TRADEMARK
Cbeyond Communications, LLC	2,794,512	BEYONDVOICE
Cbeyond Communications, LLC	2,763,714	BEYONDVOICE I
Cbeyond Communications, LLC	2,761,638	BEYONDVOICE I
Cbeyond Communications, LLC	2,763,713	BEYONDVOICE II
Cbeyond Communications, LLC	2,816,962	BEYONDVOICE II
Cbeyond Communications, LLC	3,126,950	CBEYOND
Cbeyond Communications, LLC	3,126,951	CBEYOND
Cbeyond Communications, LLC	2,597,070	Cbeyond Eye Logo 
Cbeyond Communications, LLC	3,600,474	NETPBX
Cbeyond Communications, LLC	3,600,503	NETSIP
Cbeyond Communications, LLC	2,671,389	THE LAST COMMUNICATIONS COMPANY A SMALL BUSINESS WILL EVER NEED
Cbeyond Communications, LLC	4,397,831	TOTALASSIST
Cbeyond Communications, LLC	4,382,713	TOTALCLOUD
Cbeyond Communications, LLC	4,385,711	TOTALNETWORK
Cbeyond Communications, LLC	4,441,587	TOTALVOICE
Cbeyond Communications, LLC	4,355,485	YOUR TECHNOLOGY ALLY
Birch Telecom, Inc.	4,397,170 (App. No. 85/613,622)	BIRCH POWERMERCHANT
Cbeyond Communications, LLC	4,528,389 (App. No. 86/011,195)	CONNECT SECURELY TO OUR CLOUD CBEYONE THIS BUILDING IS CERTIFIED CLOUD READY AT THE SPEED OF LIGHT & Design

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
Birch Telecom 1996, Inc.	1,696,494	CAPITAL GBS COMMUNICATIONS

**Trademark Applications:**

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>TRADEMARK</b>
Birch Communications, Inc.	86/081,954	ECONSOLE