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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):

Conterra Ultra Broadband, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other South Carolina limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: HBK Investments, L.P., as agent

Internal _____

Address: _____

Street Address: 2101 Cedar Springs Road, Suite 700

City: Dallas

State: Texas

Country: USA Zip: 75201

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship Delaware limited partnership

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)

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

Execution Date(s) April 13, 2010

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

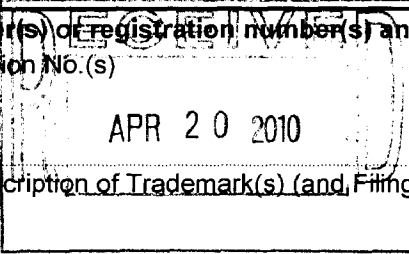
4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

77536147
77607592

B. Trademark Registration No.(s)

3611569
3634871



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: Mark Knowles

Internal Address: _____

Street Address: 3333 Lee Parkway, Tenth Floor

City: Dallas

State: Texas Zip: 75219

Phone Number: 214-780-1400

Fax Number: 214-780-1401

Email Address: _____

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$115.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

04/20/2010 NJAMA1 00000059 77536147

01 FC:8521 40.00 00
Deposit Account Number 75.00 00

Authorized User Name _____

9. Signature:

Signature

Lauren G. Osterman

Name of Person Signing

4/16/2010
Date

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

6+ check

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of April 13, 2010, is made by the Person listed on the signature pages hereof (the "Grantor") in favor of HBK INVESTMENTS L.P., as Agent (the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Conterra Ultra Broadband Holdings, Inc., a Delaware corporation, and Conterra Ultra Broadband, LLC, a South Carolina limited liability company (collectively, the "Borrowers" and individually, a "Borrower"), are parties to a Credit Agreement, dated as of August 24, 2007, with the Lenders and the Agent (said Credit Agreement, as it may be amended, restated, supplemented or otherwise modified from time to time, being the "Credit Agreement"). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Loans by the Lenders under the Credit Agreement, the Grantor executed and delivered in favor of the Agent that certain Guarantee and Collateral Agreement dated August 24, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted to the Agent, for the benefit of the Secured Parties, a security interest in, among other property, all Intellectual Property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in and to the following (the "Collateral"):

- (i) the trademark and service mark registrations and applications set forth on Schedule A hereto, together with the goodwill symbolized thereby;
- (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;
- (iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.


SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into pursuant to the provisions of the Guarantee and Collateral Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to the principles of conflicts of laws thereof (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

CONTERRA ULTRA BROADBAND, LLC,
a South Carolina limited liability company

By: 

Name: *Eric D. Burgess*

Title: *CEO*

Address for Notices:

2101 Rexford Road, Suite 200E
Charlotte, NC 28211

[IP SECURITY AGREEMENT – SIGNATURE PAGE]

TRADEMARK
REEL: 004190 FRAME: 0173

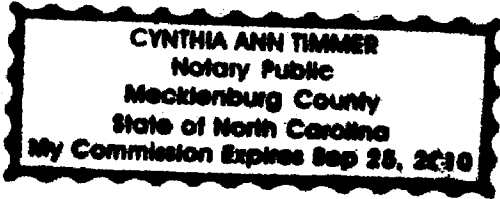
ACKNOWLEDGMENT

STATE OF NORTH CAROLINA :
: SS
COUNTY OF MECKLENBURG :



Before me, the undersigned, a Notary Public, on this 13th day of April, 2010, personally appeared Eric D. Burgess, to me known personally, who, being by me duly sworn, did say that [s]he is the CEO of CONTERRA ULTRA BROADBAND, LLC, a South Carolina limited liability company, the Grantor, and that said Intellectual Property Security Agreement was signed on behalf of the Grantor, by authority of its board of directors, and the said Eric D. Burgess acknowledged said instrument to be [her] [his] free act and deed.

Notary Public: Cynthia Ann Timmer
My Commission Expires: 9/25/2010

(S E A L)



SCHEDULE A

Owner	Trademark	Country	Mark	Reg. No.	Application No.	Filing Date	Issue Date
Conterra Ultra Broadband, LLC	"Conterra Backhaul Solutions"	USA		3611569	77536147	7-31-2008	4-28-2009
Conterra Ultra Broadband, LLC	"Conterra Telecom Services"	USA		3634871	77607592	11-5-2008	6-9-2009

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