

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                              |                       |
|----------------------------------|--|------------------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>          |  | NEW ASSIGNMENT               |                       |
| <b>NATURE OF CONVEYANCE:</b>     |  | Trademark Security Agreement |                       |
| <b>CONVEYING PARTY DATA</b>      |  |                              |                       |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b>        | <b>Entity Type</b>    |
| MegaPath Inc.                    |  | 11/03/2010                   | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>      |  |                              |                       |
| <b>Name:</b>                     | Jefferies Finance LLC, as collateral agent   |                              |                       |
| <b>Street Address:</b>           | 520 Madison Avenue   |                              |                       |
| <b>City:</b>                     | New York   |                              |                       |
| <b>State/Country:</b>            | NEW YORK   |                              |                       |
| <b>Postal Code:</b>              | 10022  |                              |                       |
| <b>Entity Type:</b>              | LIMITED LIABILITY COMPANY: DELAWARE  |                              |                       |
| <b>PROPERTY NUMBERS Total: 3</b> |  |                              |                       |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>             |                       |
| <b>Registration Number:</b>      | 2403531  | MEGAPATH NETWORKS            |                       |
| <b>Registration Number:</b>      | 3085723  | NETIFICE                     |                       |
| <b>Registration Number:</b>      | 2269936  | DSL.NET                      |                       |
| <b>CORRESPONDENCE DATA</b>       |  |                              |                       |
| <b>Fax Number:</b>               | (212)755-7306  |                              |                       |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                              |                       |
| <b>Phone:</b>                    | 212-326-3939   |                              |                       |
| <b>Email:</b>                    | krsmith@jonesday.com   |                              |                       |
| <b>Correspondent Name:</b>       | Nancy A. Zoubek, Esq., Jones Day   |                              |                       |
| <b>Address Line 1:</b>           | 222 East 41st Street   |                              |                       |
| <b>Address Line 4:</b>           | New York, NEW YORK 10017   |                              |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 175274-635047  |                              |                       |
| <b>NAME OF SUBMITTER:</b>        | Nancy A. Zoubek  |                              |                       |
| <b>Signature:</b>                | /Nancy A. Zoubek/  |                              |                       |

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**TRADEMARK**  
 REEL: 004428 FRAME: 0399

Date:

12/09/2010

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of November 3, 2010, by Covad Communications Group, Inc., a Delaware corporation (the "Administrative Borrower"), and each Borrower and Guarantor listed on Schedule 1 hereto (collectively, the "Pledgors"), in favor of Jefferies Finance LLC, in its capacity as collateral agent pursuant to the Credit Agreement, dated as of the date hereof (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral 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 Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral 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 Collateral 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 Pledged Collateral of such Pledgor (collectively, the "Trademark Collateral"):

- (a) Trademarks of such Pledgor listed on Schedule 2 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 Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral 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 Collateral Agent shall otherwise determine.


SECTION 4. Termination. Upon the release of the security interests granted to the Collateral Agent pursuant to Section 11.4 of the Security Agreement, upon written request of the Administrative Borrower, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor 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. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.


*[Signature Page Follows]*

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

**COVAD COMMUNICATIONS GROUP, INC., as  
Administrative Borrower and as Pledgor**

By:   
Name: Paul Milley  
Title: Chief Financial Officer

**CCGI HOLDING CORPORATION  
MEGAPATH INC.  
COVAD COMMUNICATIONS COMPANY  
DIECA COMMUNICATIONS, INC.  
DSLNET COMMUNICATIONS, LLC  
DSLNET COMMUNICATIONS VA, INC.  
LASER LINK.NET, INC.  
NEXTWEB, INC.  
SPEAKEASY BROADBAND SERVICES, LLC  
as Pledgors**

By:   
Name: Paul Milley  
Title: Chief Financial Officer

Accepted and Agreed:

**JEFFERIES FINANCE LLC**

as Collateral Agent

By:                     *E. Joseph Hess*                    

Name: E. Joseph Hess

Title: Managing Director

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT


PLEDGORS

| NAME                              | ADDRESS   |
|-----------------------------------|---|
| CCGI HOLDING CORPORATION          | 360 North Crescent Drive, South Building<br>Beverly Hills, California 90210               |
| COVAD COMMUNICATIONS GROUP, INC.  | 2220 O'Toole Avenue<br>San Jose, California 95131   |
| MEGAPATH INC.                     | c/o Covad Communications Group, Inc.<br>2220 O'Toole Avenue<br>San Jose, California 95131 |
| COVAD COMMUNICATIONS COMPANY      | c/o Covad Communications Group, Inc.<br>2220 O'Toole Avenue<br>San Jose, California 95131 |
| DIECA COMMUNICATIONS, INC.        | c/o Covad Communications Group, Inc.<br>2220 O'Toole Avenue<br>San Jose, California 95131 |
| DSLNET COMMUNICATIONS, LLC        | c/o Covad Communications Group, Inc.<br>2220 O'Toole Avenue<br>San Jose, California 95131 |
| DSLNET COMMUNICATIONS VA, INC.    | c/o Covad Communications Group, Inc.<br>2220 O'Toole Avenue<br>San Jose, California 95131 |
| LASER LINK.NET, INC.              | c/o Covad Communications Group, Inc.<br>2220 O'Toole Avenue<br>San Jose, California 95131 |
| NEXTWEB, INC.                     | c/o Covad Communications Group, Inc.<br>2220 O'Toole Avenue<br>San Jose, California 95131 |
| SPEAKEASY BROADBAND SERVICES, LLC | c/o Covad Communications Group, Inc.<br>2220 O'Toole Avenue<br>San Jose, California 95131 |

SCHEDULE 2  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

**UNITED STATES TRADEMARKS:**

| Owner                             | Registration Number | Trademark   |
|-----------------------------------|---------------------|---|
| MegaPath Inc.                     | 2403531             | MEGAPATH NETWORKS   |
| Covad Communications Company      | 3692486             | COVAD   |
| Covad Communications Group, Inc.  | 2517364             | COVAD.NET   |
| Covad Communications Group, Inc.  | 2542936             | TELESOHO  |
| Covad Communications Group, Inc.  | 2516334             |  |
| Covad Communications Group, Inc.  | 2449863             | TELESURFER  |
| Covad Communications Group, Inc.  | 2178701             | TELESPEED   |
| MegaPath Inc.                     | 3085723             | NETIFICE  |
| MegaPath Inc.                     | 2269936             | DSL.NET   |
| Speakeasy Broadband Services, LLC | 3031837             | BROADBAND FOR OPEN MINDS  |
| Speakeasy Broadband Services, LLC | 3323238             | EASYVOICE   |
| Speakeasy Broadband Services, LLC | 3031691             | ONELINK   |
| Speakeasy Broadband Services, LLC | 2786907             | SPEAKEASY   |
| Speakeasy Broadband Services, LLC | 2676297             | SPEAKEASY   |

**OTHER TRADEMARKS:**

| Owner                             | Registration Number    | Trademark                    |
|-----------------------------------|------------------------|------------------------------|
| NextWeb, Inc.                     | 61299 / California     | NEXTWEB                      |
| DIECA Communications, Inc.        | 5801199 / Wisconsin    | Covad Communications Company |
| DIECA Communications, Inc.        | 5000576 / Wisconsin    | Covad Communications Company |
| DIECA Communications, Inc.        | 10001942 / Nebraska    | Covad Communications Company |
| DIECA Communications, Inc.        | 421364 / New Hampshire | Covad Communications Company |
| Speakeasy Broadband Services, LLC | 6428651 / CMT          | SPEAKEASY                    |