

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
U.S. SOUTH COMMUNICATIONS, INC.		12/19/2005	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as administrative agent
Street Address:	1111 Fannin Street
Internal Address:	9th Floor
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	75615152	HELLO GEORGIA
Serial Number:	75612414	DISCOUNT ADVANTAGE
Serial Number:	75599901	HELLO FLORIDA
Serial Number:	75528586	PCMS (PHONE CARD MANAGEMENT SYSTEM)
Serial Number:	75462370	HELLO ATLANTA
Serial Number:	75461534	GO BEYOND COMMUNICATIONS
Serial Number:	75127673	TALK 4 LESS
Serial Number:	75123774	TELEPASSPORT
Serial Number:	75120707	TELECLUB

CORRESPONDENCE DATA

Fax Number: (214)855-4300
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$240.00 75615152

Phone: 214-855-4775
Email: awalker@jenkens.com
Correspondent Name: Andrea Walker
Address Line 1: 1445 Ross Avenue
Address Line 2: Suite 3700
Address Line 4: Dallas, TEXAS 75202-2799

ATTORNEY DOCKET NUMBER:	12283-194, U.S. SOUTH COM
NAME OF SUBMITTER:	ANDREA WALKER
Signature:	/Andrea Walker/
Date:	01/27/2006

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

WHEREAS, U.S. South Communications, Inc., a Georgia corporation ("Grantor"), owns the Trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor and JPMorgan Chase Bank, N.A., as administrative agent ("Secured Party"), are parties to a Credit Agreement dated December 16, 2005 (as same may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by Secured Party; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of December 16, 2005 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), between Grantor and Secured Party, Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), trademark registrations, trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all Obligations (as such term is defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, trademark registration and trademark application, including, without limitation, the Trademarks, trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, trademark registration and trademark application;
- (2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or trademark registration including, without limitation, the Trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party 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 WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the ____ day of December, 2005.

Acknowledged:

GRANTOR:

SECURED PARTY:

By: U.S. SOUTH COMMUNICATIONS,
INC.
Name:
Title: President, CEO

By: JPMORGAN CHASE BANK, N.A., as
Administrative Agent
Name:
Title: Vice President

ACKNOWLEDGEMENT

STATE OF Georgia §
§
COUNTY OF Fulton §

On the 19th day of December, 2005 before me personally appeared M. Brooks Smith to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as President, CEO of ^{US South} Communications, Inc. who being by me duly sworn, did depose and say that he is President, CEO of ^{US South} Communications, Inc. the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

{Seal}

Stacey Rawls
Notary Public

My commission expires:
10-27-07

ACKNOWLEDGEMENT

STATE OF Texas §
§
COUNTY OF Dallas §

On the 22 day of December, 2005 before me personally appeared Chad Smith, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as VP of Phonetic Business Bank who being by me duly sworn, did depose and say that he is VP of Morgan Chase Bank NA the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

{Seal}

Sherrri Hossler
Notary Public

My commission expires:



Schedule 1
to Trademark
Security Agreement

TRADEMARKS, TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS					
Owner of Record	Country or State	Trademark	Registration No. or Application No.	Registration Date or Filing Date	Status
U.S. South Communications, Inc.	United States	HELLO GEORGIA	75/615152	01/04/1999	abandoned 08/30/2001
U.S. South Communications, Inc.	United States	DISCOUNT ADVANTAGE	75/612414	12/28/1998	abandoned 09/29/2001
U.S. South Communications, Inc.	United States	HELLO FLORIDA	75/599901	12/04/1998	abandoned 10/19/1999
U.S. South Communications, Inc.	United States	PCMS (PHONE CARD MANAGEMENT SYSTEM)	75/528586	07/31/1998	abandoned 10/20/2002
U.S. South Communications, Inc.	United States	HELLO ATLANTA	75/462370	04/06/1998	abandoned 06/15/2002
U.S. South Communications, Inc.	United States	GO BEYOND COMMUNICA-TIONS	75/461534	04/02/1998	abandoned 07/01/1999
U.S. South Communications, Inc.	United States	TALK 4 LESS	75/127673	07/01/1996	abandoned 09/26/1997
U.S. South Communications, Inc.	United States	TELEPASSPORT	75/123774	06/21/1996	abandoned 10/07/1997
U.S. South Communications, Inc.	United States	TELECLUB	75/120707	06/18/1996	abandoned 12/03/2000
U.S. South Communications, Inc.	New Mexico	INCOMM (tradename)	T,N96,042,316	04/23/1996	registered
U.S. South Communications, Inc.	New Mexico	US SOUTH (tradename)	T,N96,042,315	04/23/1996	registered
U.S. South Communications, Inc.	Wisconsin	U.S. SOUTH	(not stated)	02/07/1996	registered

**TRADEMARKS, TRADEMARK REGISTRATIONS AND
TRADEMARK APPLICATIONS**

Owner of Record	Country or State	Trademark	Registration No. or Application No.	Registration Date or Filing Date	Status
U.S. South Communications, Inc.	Wisconsin	INCOMM	(not stated)	02/07/1996	registered
U.S. South Communications, Inc.	Kansas	U.S. SOUTH & Design	(not stated)	01/22/1996	registered

TRADEMARK LICENSES

Name of Agreement	Parties	Date of Agreement
Trademark License Agreement	E2Interactive, Inc. to U.S. South Communications, Inc.	December 3, 2004
Settlement and License Agreement	Qwest Communications International, Inc. to U.S. South Communications, Inc.	October 28, 2004