

6/17/04

06-22-2004

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇨ ⇨ ⇨



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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

TriVergent Corporation

 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: General Electric Capital Corporation,
Internal
Address: As Administrative Agent

Street Address: 200 Merritt, 4th Floor

City: Norwalk State: CT Zip: 06851

 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New York
 Other _____

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)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 5/21/04

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____
None

Additional number(s) attached Yes No

B. Trademark Registration No.(s) _____
2245983 and 2292583

Additional number(s) attached Yes No

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

Name: Gretchen E. von Dwingelo, Esq.

Internal Address: Paul, Hastings, Janofsky
& Walker LLP

Street Address: 600 Peachtree Street, N.E.
Suite 2400

City: Atlanta State: GA Zip: 30308

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
16-0752

OPR/FINANCE JUN 17 AM 8:48

DO NOT USE THIS SPACE

9. Signature.

Gretchen E. von Dwingelo
Name of Person Signing

Signature

6/17/04
Date

Total number of pages including cover sheet, attachments, and document: 7

06/21/2004 METACHE 00000073 2245983

01 FC:0521
02 FC:0522

40.00 OP
25.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002994 FRAME: 0473

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 21st day of May, 2004, among the Grantors listed on the signature pages hereof (the "Grantors"), and GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as administrative agent for the Lenders (as defined in the Credit Agreement described below) (the "Administrative Agent").

WITNESSETH:

WHEREAS, reference is hereby made to that certain Second Amended, Restated and Consolidated Credit and Guaranty Agreement dated as of May 21, 2004 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Gabriel Communications Finance Company, a Delaware corporation ("Finance"), Newsouth Communications Corp., a Delaware corporation ("NewSouth") (Finance and NewSouth are collectively referred to therein as "Borrowers"), NuVox, Inc. (formerly known as Gabriel Communications, Inc.), a Delaware corporation ("Parent"), certain other direct and indirect subsidiaries of Parent as guarantors, the financial institutions party thereto, as lenders (the "Lenders"), and the Administrative Agent; and

WHEREAS, as a condition to the execution of the Credit Agreement by the Lenders, each of the Grantors shall have executed and delivered to the Administrative Agent, for the benefit of the Lenders, that certain Second Amended and Restated Pledge and Security Agreement dated as of May 21, 2004 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Pledge and Security Agreement");

WHEREAS, in connection with the Pledge and Security Agreement and the Credit Agreement, the Grantors are required to execute and deliver to the Administrative Agent, for the benefit of the Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each of the Grantors hereby grants to the Administrative Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks, Trademark Licenses, Trade Secrets and Trade Secret Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all extensions or renewals of any of the foregoing;

(c) all of the goodwill of the business connected with the use of and symbolized by the foregoing;

(d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill;

(e) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit; and

(f) all of such Grantor's rights corresponding thereto throughout the world.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of the Lenders, pursuant to the Pledge and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantors shall give prompt notice in writing to the Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantors' obligations under this Section 4, the Grantors hereby authorize the Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

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

GRANTORS:

NUVOX, INC. f/k/a Gabriel Communications, Inc.

By: Stephen H. Shoemaker
Name:
Title:

**GABRIEL COMMUNICATIONS FINANCE COMPANY
NEWSOUTH COMMUNICATIONS CORP.
NEWSOUTH HOLDINGS, INC.
NUVOX COMMUNICATIONS OF ARKANSAS, INC.
NUVOX COMMUNICATIONS OF ILLINOIS, INC.
NUVOX COMMUNICATIONS OF INDIANA, INC.
NUVOX COMMUNICATIONS OF KANSAS, INC.
NUVOX COMMUNICATIONS OF MISSOURI, INC.
NUVOX COMMUNICATIONS OF OHIO, INC.
NUVOX COMMUNICATIONS OF OKLAHOMA, INC.
NUVOX COMMUNICATIONS OF TENNESSEE, INC.
NUVOX COMMUNICATIONS, INC.
ISAAC ACQUISITION CORP.
INTERNET/MCR CORPORATION
CAROLINA ONLINE, INC.
TRIVERGENT CORPORATION
WEBBIZAPPS, INC.
NEWSOUTH COMMUNICATIONS OF VIRGINIA, INC.**

For the foregoing companies

By: Stephen H. Shoemaker
Name:
Title:

ACKNOWLEDGED AND ACCEPTED:

**ADMINISTRATIVE AGENT: GENERAL ELECTRIC CAPITAL CORPORATION
as the Administrative Agent**

By: _____
Name:
Title: Duly Authorized Signatory

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

GRANTORS: **NUVOX, INC. f/k/a Gabriel Communications, Inc.**

By: _____
Name:
Title:

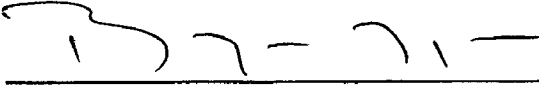
**GABRIEL COMMUNICATIONS FINANCE COMPANY
NEWSOUTH COMMUNICATIONS CORP.
NEWSOUTH HOLDINGS, INC.
NUVOX COMMUNICATIONS OF ARKANSAS, INC.
NUVOX COMMUNICATIONS OF ILLINOIS, INC.
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INTERNET/MCR CORPORATION
CAROLINA ONLINE, INC.
TRIVERGENT CORPORATION
WEBBIZAPPS, INC.
NEWSOUTH COMMUNICATIONS OF VIRGINIA, INC.**

For the foregoing companies

By: _____
Name:
Title:

ACKNOWLEDGED AND ACCEPTED:

ADMINISTRATIVE AGENT: GENERAL ELECTRIC CAPITAL CORPORATION
as the Administrative Agent

By:  _____
Name: Bhupesh Gupta
Title: Duly Authorized Signatory

SCHEDULE I

Trademarks

Pledgor	Trademarks
NewSouth Communications Corp.	NEWSOUTH COMMUNICATIONS Serial No. 76136403, Reg. No. R2569561 Registered 5/14/02
NewSouth Communications Corp.	NEWSOUTH COMMUNICATIONS Serial No. 76000599/Reg. No. 2444333 Registered 4/17/01
NewSouth Communications Corp.	NEWSOUTH COMMUNICATIONS Serial No. 75345518/Reg. No. 2,259,926, Registered 07/06/99
NewSouth Communications Corp.	THE RADIO PEOPLE & Design Reg. No. 2,103,490; Registered 10/7/97
NuVox, Inc..	GABRIEL INTEGRALL Serial No. 75/670,260; Filed 3/29/99 Notice of Allowance Issued
NuVox, Inc.	GABRIEL COMMUNICATIONS Reg. No. 2,815,957; Filed 2/24/04
NuVox, Inc.	GABRIEL COMMUNICATIONS, INC. & Design Reg. No. 2,815,958; Registered 2/24/04
NuVox, Inc.	GABRIELMAIL Reg. No. 2,818,610; Registered 3/2/04
NuVox, Inc.	GABRIELMAIL MESSENGER Reg. No. 2,815,961; Registered 2/24/04
NuVox, Inc.	GABRIEL ADVANTEDGE Serial No. 75/804,647; Filed on 9/21/99 Notice of Allowance Issued
NuVox, Inc.	COMMUNICATIONS ABOVE ALL Reg. No. 2,441,506; Registered 4/3/01
NuVox, Inc.	THE NEW VOICE IN COMMUNICATIONS. YOURS. Reg. No. 2,753,842; Registered 8/19/03

Pledgor**Trademarks**

NuVox, Inc.	THE NEW VOICE IN COMMUNICATIONS. YOURS. Reg. No. 2,753,843; Registered 8/19/03
NuVox, Inc.	NUVOX Reg. No. 2,743,285; Registered 7/29/03
NuVox, Inc.	NUVOX Reg. No. 2,743,289; Registered 7/29/03
NuVox, Inc.	NUVOX Reg. No. 2,588,271, Registered 7/2/02
NuVox, Inc.	NUVOX COMMUNICATIONS Reg. No. 2,588,272, Registered 7/2/02
NuVox, Inc.	NUVOX COMMUNICATIONS Reg. No. 2,743,284; Registered 7/29/03
NuVox, Inc.	NUVOX COMMUNICATIONS Reg. No. 2,743,288; Registered 7/29/03
NuVox, Inc.	NUVOX PRIVATE NETWORK Reg. No. 2,744,095; Registered 7/29/03
NuVox Communications, Inc. (successor in interest to Trivergent Communications, Inc.)	TRIVERGENT Reg. No. 2,584,400, Registered 6/25/02
NuVox Communications, Inc.	TRIVERGENT COMMUNICATIONS & Des. Reg. No. 2,532,647, Registered 1/22/02
NuVox, Inc.	TRIVERGENT COMMUNICATIONS & Des. Reg. No. 2,550,550, Registered 3/19/02
Trivergent Corporation (successor in interest to Triangle Acquisition, Inc., itself successor in interest to State Communications, Inc.)	STATE COMMUNICATIONS & Des. Reg. No. 2,245,983, Registered 5/18/99
Trivergent Corporation (successor in interest to Triangle Acquisition, Inc., itself successor in interest to State Communications, Inc.)	FIRST PAY PHONE COMPANY & Des. Reg. No. 2,292,583; Registered 11/16/99
NuVox Communications, Inc.	DIRECT RATE Serial No. 76/128,842; Filed 9/14/2000 Approved for Registration
NuVox Communications, Inc. (successor in interest to Trivergent Communications, Inc.)	WEB ARCHITECT Reg. No. 2,530,943; Registered 1/15/02

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Trademarks

NuVox Communications, Inc.
(successor in interest to Trivergent Communications, Inc.)

TRI THE POWER
Reg. No. 2,587,264; Registered 7/2/02

NuVox Communications, Inc.
(successor in interest to Trivergent Communications, Inc.)

COMPLETEVOICE
Reg. No. 2,589,746 Registered 7/2/02