

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cavalier Telephone L.L.C.		03/24/2006	Limited Liability Company: VIRGINIA

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association
Street Address:	201 South College Street
Internal Address:	8th Floor
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288-0680
Entity Type:	National Banking Association: NORTH CAROLINA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2844985	CAVALIER
Registration Number:	2874692	CAVALIER BUSINESS COMMUNICATIONS TECHNOLOGY AT YOUR SPEED OF BUSINESS
Registration Number:	2495466	CAVALIER TELEPHONE
Registration Number:	3054328	CAVALIER TELEPHONE
Registration Number:	2477567	DISTANCE IS DEAD
Registration Number:	2555553	NET2000 COMMUNICATIONS
Registration Number:	2399819	NET2000SYNERGY

CORRESPONDENCE DATA

Fax Number: (704)353-3698
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 7043315792
 Email: dmillard@kennedycovington.com

OP \$190.00 2844985

Correspondent Name: Karl S. Sawyer, Jr.
Address Line 1: 214 North Tryon Street
Address Line 2: Hearst Tower, 47th Floor
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	13568.156 WACHOVIA ASSIGN
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.
Signature:	/Karl S. Sawyer, Jr./
Date:	04/05/2006

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of March 24, 2006 by and between CAVALIER TELEPHONE, L.L.C., a Virginia limited liability company (the "Grantor"), having its chief executive office at 2134 West Laburnum Avenue, Richmond, Virginia 23227, and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (in such capacity, the "Administrative Agent"), with offices at 201 South College Street, 8th Floor, Charlotte, North Carolina 28288-0680, for the ratable benefit of the Lenders from time to time parties to the Credit Agreement, dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Cavalier Telephone Corporation, as Parent (the "Parent"), CavTel Holdings, LLC, as Borrower (the "Borrower"), the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Collateral Agreement dated of even date herewith by and among the Parent, the Borrower, certain of Borrower's Subsidiaries party thereto, including the Grantor and the Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;
- (ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and
- (iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral

Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

CAVALIER TELEPHONE, L.L.C., as Grantor

By: CavTel Holdings, LLC,
Its sole Member

By: Cavalier Telephone Corporation,
Its sole Member

By: 

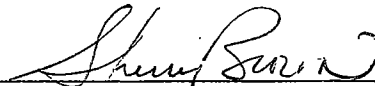
Name: Brad A. Evans
Title: President

ACKNOWLEDGMENT

STATE OF Virginia
city
COUNTY OF Richmond

I, Sherry Brown, a Notary Public for said County and State, do hereby certify that Brad A Evans personally appeared before me this day and stated that (s)he is President of Cavalier Telephone Corporation, which is the sole Member of CavTel Holdings, LLC, which is the sole Member of Cavalier Telephone, L.L.C., and acknowledged on behalf of Cavalier Telephone Corporation the due execution of the foregoing instrument.

Witness my hand and official seal, this 24 day of March, 2006.


Notary Public

My commission expires:

2-29-08

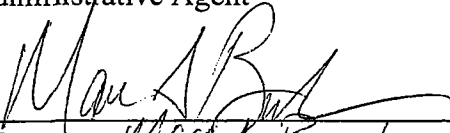
[Signature Pages Continue]

[Trademark Security Agreement – Cavalier Telephone, L.L.C.]





TRADEMARK
REEL: 003283 FRAME: 0160

Agreed and Accepted as of the
24th day of March, 2006.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Marc A. Birenbaum
Title: Director

Schedule A to Trademark Security Agreement

U.S. Federal Trademark Registrations Cavalier Telephone, L.L.C.		
Trademark	App. No. App. Date	Reg. No. Reg. Date
CAVALIER	78265163 June 20, 2003	2844985 May 25, 2004
CAVALIER BUSINESS COMMUNICATIONS TECHNOLOGY AT YOUR SPEED OF BUSINESS design 	78265193 June 20, 2003	2874692 August 17, 2004
CAVALIER TELEPHONE design 	75792999 September 7, 1999	2495466 October 9, 2001
CAVALIER TELEPHONE design 	78548987 January 18, 2005	3054328 January 31, 2006
DISTANCE IS DEAD	75904318 January 27, 2000	2477567 August 14, 2001
NET2000 COMMUNICATIONS	76202099 January 29, 2001	2555553 April 2, 2002
NET2000SYNERGY (Stylized) 	75794214 September 8, 1999	2399819 October 31, 2000

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None

2400861.05
LIB: CHARLOTTE