

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
GABRIEL COMMUNICATIONS FINANCE COMPANY		05/12/2006	CORPORATION: DELAWARE
NUVOX COMMUNICATIONS OF KANSAS, INC.		05/12/2006	CORPORATION:
NUVOX COMMUNICATIONS OF INDIANA, INC.		05/12/2006	CORPORATION:
NUVOX, INC.		05/12/2006	CORPORATION: DELAWARE
NUVOX COMMUNICATIONS OF ARKANSAS, INC.		05/12/2006	CORPORATION:
NUVOX COMMUNICATIONS OF ILLINOIS, INC.		05/12/2006	CORPORATION:
NUVOX COMMUNICATIONS OF MISSOURI, INC.		05/12/2006	CORPORATION:
NUVOX COMMUNICATIONS OF OHIO, INC.		05/12/2006	CORPORATION:
NUVOX COMMUNICATIONS OF OKLAHOMA, INC.		05/12/2006	CORPORATION:
NUVOX COMMUNICATIONS, INC.		05/12/2006	CORPORATION: DELAWARE
ISAAC ACQUISITION CORP.		05/12/2006	CORPORATION:
CAROLINA ONLINE, INC.		05/12/2006	CORPORATION:
INTERNET/MCR CORPORATION		05/12/2006	CORPORATION:
WEBBIZAPPS, INC.		05/12/2006	CORPORATION:
NEWSOUTH COMMUNICATIONS OF VIRGINIA, INC.		05/12/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	WACHOVIA BANK, NATIONAL ASSOCIATION
Street Address:	301 SOUTH COLLEGE STREET
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28288

CH \$740.00 2743285

Entity Type: NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	2743285	NUVOX
Registration Number:	2743289	NUVOX
Registration Number:	2588271	NUVOX
Serial Number:	76594727	NUVOX COMMUNICATIONS
Registration Number:	2743284	NUVOX COMMUNICATIONS
Registration Number:	2743288	NUVOX COMMUNICATIONS
Registration Number:	2588272	NUVOX COMMUNICATIONS
Registration Number:	2744095	NUVOX PRIVATE NETWORK
Registration Number:	2753842	THE NEW VOICE IN COMMUNICATIONS. YOURS.
Registration Number:	2753843	THE NEW VOICE IN COMMUNICATIONS. YOURS.
Registration Number:	2441506	COMMUNICATIONS ABOVE ALL
Registration Number:	2815957	GABRIEL COMMUNICATIONS
Registration Number:	1699946	BECAUSE YOUR BUSINESS IS ON THE LINE
Registration Number:	2815958	GABRIEL COMMUNICATIONS, INC.
Registration Number:	2815961	GABRIELMAIL MESSENGER
Registration Number:	2818610	GABRIELMAIL
Registration Number:	2532647	TRIVERGENT COMMUNICATIONS
Registration Number:	2550550	TRIVERGENT COMMUNICATIONS
Registration Number:	2580829	
Registration Number:	2292583	FIRST PAY PHONE COMPANY
Registration Number:	2569561	NEWSOUTH COMMUNICATIONS
Registration Number:	2444333	NEWSOUTH COMMUNICATIONS
Registration Number:	2259926	NEWSOUTH COMMUNICATIONS
Registration Number:	2846934	DIRECT RATE
Registration Number:	2530943	WEB ARCHITECT
Registration Number:	2587264	TRI THE POWER
Registration Number:	2589746	COMPLETEVOICE
Registration Number:	2584400	TRIVERGENT
Registration Number:	2103490	THE RADIO PEOPLE

CORRESPONDENCE DATA

TRADEMARK
REEL: 003323 FRAME: 0446

Fax Number: (646)848-4455
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-848-4455
Email: jlik@shearman.com
Correspondent Name: Jordan Altman
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	33444/149
NAME OF SUBMITTER:	Jordan Altman
Signature:	/JORDAN ALTMAN/
Date:	06/07/2006

Total Attachments: 24

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IP Security Agreement") dated May 12, 2006, is made by the Persons listed on the signature pages hereof (the "Grantors") in favor of Wachovia Bank, National Association ("Wachovia Bank"), as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Gabriel Communications Finance Company, a Delaware corporation and NuVox, Inc., a Delaware corporation, have entered into a Credit Agreement dated as of May 12, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Wachovia Bank, as Administrative Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, each Grantor has executed and delivered that certain Security Agreement dated May 12, 2006 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the IP Collateral (as defined in Section 1 below) of the Grantors and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. 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, each Grantor agrees as follows:

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

- (i) the patents and patent applications set forth in Schedule A hereto (the "Patents");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");
- (iii) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");
- (iv) 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 such Grantor accruing thereunder or pertaining thereto;

(v) all 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

(vi) 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 foregoing or arising from any of the foregoing.

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

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement .

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 5. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each 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.

Address for Notices:

Two N. Main Street
Greenville, SC 29601

GABRIEL COMMUNICATIONS
FINANCE COMPANY

By 

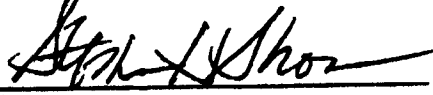
Name:

Title:

Address for Notices:

**Two N. Main Street
Greenville, SC 29601**

NUVOX, INC.

By 


Name:

Title:

Address for Notices:

Two N. Main Street
Greenville, SC 29601

NUVOX COMMUNICATIONS OF
ARKANSAS, INC.

By 

Name:

Title:

Address for Notices:

Two N. Main Street
Greenville, SC 29601

NUVOX COMMUNICATIONS OF
ILLINOIS, INC.

By 

Name:

Title:

Address for Notices:

Two N. Main Street
Greenville, SC 29601

NUVOX COMMUNICATIONS OF
INDIANA, INC.


By 

Name:
Title:

Address for Notices:

Two N. Main Street
Greenville, SC 29601

NUVOX COMMUNICATIONS OF
KANSAS, INC.

By 

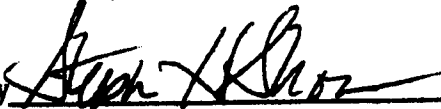
Name:

Title:

Address for Notices:

Two N. Main Street
Greenville, SC 29601

**NUVOX COMMUNICATIONS OF
MISSOURI, INC.**

By 


Name:

Title:

Address for Notices:

Two N. Main Street
Greenville, SC 29601

NUVOX COMMUNICATIONS OF
OHIO, INC.

By 

Name:

Title:

Address for Notices:

Two N. Main Street
Greenville, SC 29601

NUVOX COMMUNICATIONS OF
OKLAHOMA, INC.

By Joseph X. Shoz

Name:

Title:

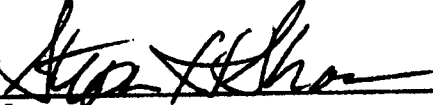
IP Security Agreement
NYDOC902/765108

TRADEMARK
REEL: 003323 FRAME: 0458

Address for Notices:

Two N. Main Street
Greenville, SC 29601

NUVOX COMMUNICATIONS, INC.

By 
Name:
Title:

Address for Notices:

Two N. Main Street
Greenville, SC 29601

ISAAC ACQUISITION CORP.

By 

Name:

Title:

Address for Notices:

Two N. Main Street
Greenville, SC 29601

CAROLINA ONLINE, INC.

By 

Name:

Title:

Address for Notices:

Two N. Main Street
Greenville, SC 29601

INTERNET/MCR CORPORATION

By Steph X. Khoo

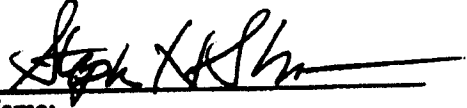
Name:

Title:

Address for Notices:

Two N. Main Street
Greenville, SC 29601

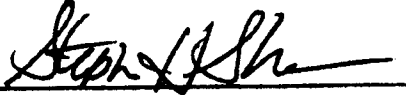
WEBBIZAPPS, INC.

By 
Name:
Title:

Address for Notices:

Two N. Main Street
Greenville, SC 29601

**NEWSOUTH COMMUNICATIONS OF
VIRGINIA, INC.**

By 

Name:

Title:

Schedule A

Patents

None

2355123.1

Schedule B




Trademarks

<u>Grantor</u>	<u>Domain Name/Mark</u>
NuVox Communications	nuvox.com
NuVox Communications	nuvox.net
NuVox Communications	Statecomm.com
NuVox Communications	Statecomm.net
NuVox Communications	Statecom.com
NuVox Communications	Statecom.net
NuVox Communications	Isaac.net
NuVox Communications	One.net
NuVox Communications	Netmcr.com
NuVox Communications	Gabrielcom.net
NuVox Communications	Ispname.net
NuVox Communications	Gabrielmail.com
NuVox Communications	Trivergent.com
NuVox Communications	Trivergent.net
NuVox Communications	NuVoxcommunications.com
NuVox Communications	Edgeconnections.com
NuVox Communications	Carol.net
NuVox Communications	NuVoxmail.net
NuVox Communications	newsouth.com

The Carolina Online Corporation name and certain internal billing and database management systems are owned by NuVox Communications, Inc. (successor to State Communications, Inc.).

[See attached chart of trademarks.]

NUVOX®	38, 42	2,743,285	7/29/2003	NuVox, Inc.
NUVOX®	38	2,743,289	7/29/2003	NuVox, Inc.
NUVOX®	42	2,588,271	7/2/2002	NuVox, Inc.
NUVOX communications	35, 36, 38, 39, 42	76/594,727 (App. Serial No.)	5/28/2004 (Filing Date)	Nuvox, Inc.
NUVOX COMMUNICATIONS®	38	2,743,284	7/29/2003	NuVox, Inc.
NUVOX COMMUNICATIONS®	38, 42	2,743,288	7/29/2002	NuVox, Inc.
NUVOX COMMUNICATIONS®	42	2,588,272	7/2/2002	NuVox, Inc.
NUVOX PRIVATE NETWORK®	38	2,744,095	7/29/2003	NuVox, Inc.
THE NEW VOICE IN COMMUNICATIONS. YOURS.®	38, 42	2,753,842	8/19/2003	NuVox, Inc.
THE NEW VOICE IN COMMUNICATIONS. YOURS.®	38	2,753,843	8/19/2003	NuVox, Inc.

COMMUNICATIONS ABOVE ALL®	38	2,441,506	4/3/2001	NuVox, Inc.
GABRIEL COMMUNICATIONS®	38	2,815,957	2/24/2004	NuVox, Inc.
BECAUSE YOUR BUSINESS IS ON THE LINE®	38	1,699,946	7/7/1992	Nuvox, Inc.
 GABRIEL COMMUNICATIONS, INC	38	2,815,958	2/24/2004	NuVox, Inc.
GABRIELMAIL MESSENGER®	38	2,815,961	2/24/2004	NuVox, Inc.
GABRIELMAIL®	38	2,818,610	3/2/2004	NuVox, Inc.
 TriVergent COMMUNICATIONS	38	2,532,647	1/22/2002	NuVox Communications, Inc.
 TriVergent COMMUNICATIONS	38	2,550,550	3/19/2002	NuVox Communications, Inc.

	38, 42	2,580,829	6/18/2002	NuVox Communications, Inc.
	38	2,292,583	11/16/1999	NuVox Communications, Inc.
NEWSOUTH COMMUNICATIONS®	35, 42	2,569,561	5/14/2002	NuVox Communications, Inc.
NEWSOUTH COMMUNICATIONS®	36, 38	2,444,333	4/17/2001	NuVox Communications, Inc.
NEWSOUTH COMMUNICATIONS®	38	2,259,926	7/6/1999	NuVox Communications, Inc.
DIRECT RATE®	38	2,846,934	5/25/2004	NuVox Communications, Inc.
WEB ARCHITECT®	38, 42	2,530,943	1/15/2002	NuVox Communications, Inc.

TRI THE POWER®	38	2,587,264	7/2/2002	NuVox Communications, Inc.
COMPLETE VOICE®	38	2,589,746	7/2/2002	NuVox Communications, Inc.
TRIVERGENT®	38, 42	2,584,400	6/25/2002	NuVox Communications, Inc.
THE RADIO PEOPLE® (AND DESIGN)		2,103,490	10/7/ 1997	NewSouth Communications, Inc.

Schedule C

Copyrights

None

2355123.1

Schedule C to IP Security Agreement

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