

**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>
ViaWest, Inc.		03/14/2008	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Goldman Sachs Specialty Lending Group, L.P.		
<b>Street Address:</b>	11605 Haynes Bridge Road		
<b>Internal Address:</b>	Suite 695		
<b>City:</b>	Alpharetta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30004		
<b>Entity Type:</b>	LIMITED PARTNERSHIP:		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3352203	V VIAWEST	
Registration Number:	2641631	VIAWEST	
Registration Number:	2788168	FORTIX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)572-5128		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	404-572-2533		
<b>Email:</b>	jbalcita@kslaw.com		
<b>Correspondent Name:</b>	King & Spalding LLP		
<b>Address Line 1:</b>	Jeffrey P. Balcita		
<b>Address Line 2:</b>	1180 Peachtree Street		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	VIAWEST		
<b>NAME OF SUBMITTER:</b>	Jeffrey P. Balcita		

CH \$90.00 3352203

Signature:

/Jeffrey P. Balcita/

Date:

03/18/2008

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 14, 2008, by VIAWEST, INC., a Colorado corporation, DATASIDE DELAWARE, LLC, a Delaware limited liability company (each a “Grantor” and together the “Grantors”), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., in its capacity as Collateral Agent (the “Collateral Agent”) for Lenders.

### WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as of the date hereof by and among VIAWEST, INC., RNB COMMUNICATIONS, INC. and certain Subsidiaries of Company party thereto from time to time, as Guarantors, the Lenders party thereto from time to time, GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Administrative Agent, Collateral Agent and Lead Arranger, and others party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, replaced, supplemented or otherwise modified from time to time, the “Credit Agreement”), Lenders have agreed to make the Loans and certain financial accommodations to ViaWest, Inc.;

WHEREAS, Administrative Agent and Lenders are willing to make the Loans and certain financial accommodations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of Lenders, that certain Pledge and Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for itself and the ratable benefit of 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, Grantors hereby agree as follows:

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantors hereby grant to Collateral Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantors’ 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 and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and


(d) all products and proceeds of the foregoing, including, without limitation, any claim by either Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. each Grantor hereby acknowledges and affirms that the rights and remedies of 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.


[Remainder of Page Intentionally Left Blank]

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

VIAWEST, INC.

By:   
Name: Roy Dimoff  
Title: CEO


DATASIDE DELAWARE, LLC

By:   
Name: Roy Dimoff  
Title: CEO

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

**GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.,**  
as the Collateral Agent

By:   
Name: Todd B. Foust  
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTORS

STATE OF Colorado )  
 )  
COUNTY OF Denver ) ss.

On this 6<sup>th</sup> day of March, 2008 before me personally appeared Roy Dimoff, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ViaWest, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

**ERICA J EHNLE**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
MY COMM. EXP. 5-23-11

*Erica J Ehnle*  
Notary Public

STATE OF Colorado )  
 )  
COUNTY OF Denver ) ss.

On this 6<sup>th</sup> day of March, 2008 before me personally appeared Roy Dimoff, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Dataside Delaware, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said corporation as authorized by its Manager and sole Member and that he acknowledged said instrument to be the free act and deed of said corporation.

**ERICA J EHNLE**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
MY COMM. EXP. 5-23-11

*Erica J Ehnle*  
Notary Public

[ACKNOWLEDGEMENT TO TRADEMARK SECURITY AGREEMENT]

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<b><i>TRADEMARK</i></b>	<b><i>OWNER</i></b>	<b><i>REGISTRATION NO.</i></b>	<b><i>REGISTRATION DATE</i></b>
V VIAWEST	ViaWest, Inc.	3352203	12/11/07
VIAWEST	ViaWest, Inc.	2641631	10/29/02
FORTIX	ViaWest, Inc.	2788168	12/02/03
DS DATASIDE	Dataside Delaware, LLC	3357420	12/18/07
COLLOCATION SOLUTIONS	Dataside Delaware, LLC	2581306	6/18/02
COMDEPOT	Dataside Delaware, LLC	2906985	11/30/04
COLLOCATION SOLUTIONS	Dataside Delaware, LLC	2581302	7/5/07