

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
Covad Communications Group, Inc.		04/17/2008	CORPORATION: DELAWARE
Covad Communications Company		04/17/2008	CORPORATION: CALIFORNIA
DIECA Communications, Inc.		04/17/2008	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	Credit Suisse, Cayman Islands Branch
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	CORPORATION: SWITZERLAND

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2178701	TELESPEED
Registration Number:	2542936	TELESOHO
Registration Number:	2449863	TELESURFER
Registration Number:	2516334	COVAD
Registration Number:	2517364	COVAD.NET
Registration Number:	2578504	DSL JUMPSTART
Registration Number:	2595340	VBSP
Registration Number:	2662344	TELEDEFEND
Registration Number:	2669575	THE INTERNET AS IT SHOULD BE.
Registration Number:	2369802	COVAD
Registration Number:	2678694	GOBEAM
Registration Number:	2669857	GOBEAM

CH \$315.00 2178701

CORRESPONDENCE DATA

Fax Number: (212)735-2000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-735-3059
Email: faith.robinson@skadden.com
Correspondent Name: Jennifer Ward, Esq.
Address Line 1: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 2: Four Times Square
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/2145
NAME OF SUBMITTER:	Jennifer Ward
Signature:	/Jennifer Ward/
Date:	04/28/2008

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of April 17, 2008, made by COVAD COMMUNICATIONS GROUP, INC., a Delaware corporation (the "Borrower"), located at 110 Rio Robles, San Jose, CA 95134, COVAD COMMUNICATIONS COMPANY, a California corporation ("CCC"), located at 110 Rio Robles, San Jose, CA 95134, and DIECA COMMUNICATIONS, INC., a Virginia corporation ("DIECA" and together with the Borrower and CCC, the "Assignors"), located at 110 Rio Robles, San Jose, CA 95134, in favor of CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as administrative agent (together with its successors, in such capacity, the "Administrative Agent" or "Assignee") for the Secured Parties (as defined in the Credit Agreement referred to below), and having a location at Eleven Madison Avenue, New York, New York 10010.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 17, 2008 (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the banks and other financial institutions or entities from time to time party thereto (the "Lenders") and the Assignee, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement, the Assignors, and the other grantors party thereto, entered into that certain Guarantee and Collateral Agreement, dated as of April 17, 2008 (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, each Assignor granted to the Assignee, for the ratable benefit of the Secured Parties, a security interest in the Collateral (as defined in the Collateral Agreement) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Assignor's Obligations.

WHEREAS, pursuant to the Collateral Agreement, each Assignor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Assignor and the Assignee agree as follows:

Section 1. Defined Terms

Capitalized terms used but not defined herein shall have the meanings given to them in the Collateral Agreement.

Section 2. Grant of Security Interest in Trademarks

Each Assignor hereby grants to the Assignee, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Assignor or in which such Assignor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Assignor’s Obligations:

(i) (a) all trademarks, trade names, organizational names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (b) the right to obtain all renewals thereof; and

(ii) all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided, however, that notwithstanding any of the other provisions set forth in this Section 2, in no event shall the security interest granted under this Section 2 attach to any United States intent-to-use trademark or service mark application unless and until evidence of the use of such trademark in interstate commerce is submitted to and accepted by the United States Patent and Trademark Office pursuant to 15 U.S.C. Section 1051(c) or (d) (or successor provisions), provided that after such acceptance, such security interest in such trademark or service mark application shall immediately attach.

Section 3. Collateral Agreement Governs

The security interests granted pursuant to this Agreement are granted concurrently, and in conjunction, with the security interests granted to the Assignee pursuant to the Collateral Agreement and each Assignor hereby acknowledges and affirms that the rights and remedies of the Assignee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

Section 4. Modifications

None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 10.1 of the Credit Agreement.

Section 5. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 6. Recordation

Each Assignor authorizes and requests that the Register of Trademarks of the United States Trademark Office record this Agreement.

Section 7. Counterparts


This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[signature pages follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date set forth above.

ASSIGNOR:

COVAD COMMUNICATIONS GROUP, INC.

By: 
Name: Mary Ann Sigler
Title: Vice President

[Trademark Security Agreement]

ASSIGNOR:

DIECA COMMUNICATIONS, INC.

By: Mary Ann Sigler
Name: Mary Ann Sigler
Title: Vice President

[Trademark Security Agreement]

ASSIGNOR:


COVAD COMMUNICATIONS COMPANY


By: 
Name: Mary Ann Sigler
Title: Vice President

[Trademark Security Agreement]

ADMINISTRATIVE AGENT AND ASSIGNEE:

CREDIT SUISSE, CAYMAN ISLANDS BRANCH,
as Administrative Agent and Assignee


By: 
Name: JAMES MORAN
Title: MANAGING DIRECTOR

By: 
Name: NANKA MOHAN
Title: VICE PRESIDENT

[Trademark Security Agreement]

TRADEMARK
REEL: 003768 FRAME: 0110

Schedule A
to
Trademark Security Agreement

Trademark	Ser. No./Reg. No.
TELESPEED	RN:2,178,701
TELESOHO	RN:2,542,936
TELESURFER	RN:2,449,863
COVAD AND DESIGN 	RN:2,516,334
COVAD.NET	RN:2,517,364
DSL JUMPSTART	RN:2,578,504
VBSP	RN:2,595,340
TELEDEFEND	RN:2,662,344
THE INTERNET AS IT SHOULD BE.	RN:2,669,575
COVAD	RN:2,369,802
GOBEAM	RN:2,678,694
GOBEAM & Design	RN:2,669,857

U.S. State Trademark Registrations

Trademark	State	Reg. No.
COVAD COMMUNICATIONS COMPANY	Wisconsin	5,801,199
COVAD COMMUNICATIONS COMPANY	Wisconsin	5,000,576
COVAD COMMUNICATIONS COMPANY	Nebraska	10,001,942

[Schedule to Trademark Security Agreement]

COVAD COMMUNICATIONS COMPANY	New Hampshire	421,364
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[Schedule to Trademark Security Agreement]

RECORDED: 04/28/2008

**TRADEMARK
REEL: 003768 FRAME: 0112**