

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.		02/10/2010	LIMITED LIABILITY COMPANY: VIRGINIA
RECEIVING PARTY DATA			
Name:	Wachovia Bank, National Association		
Street Address:	1525 West W.T. Harris Boulevard		
Internal Address:	NC0680		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3545909	NET TELCOS	
Serial Number:	77782831	IPEER	
CORRESPONDENCE DATA			
Fax Number:	(704)350-7800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704.350.7738		
Email:	bsmith@winston.com		
Correspondent Name:	Betty G. Smith		
Address Line 1:	Winston & Strawn LLP, 214 N. Tryon St.		
Address Line 2:	22nd Floor		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	80393.07003		
NAME OF SUBMITTER:	Betty G. Smith		

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**TRADEMARK
 REEL: 004150 FRAME: 0119**

Signature:	/Betty G. Smith/
Date:	02/16/2010
Total Attachments: 4 source=Trademark Security Agreement - Cavalier Telephone L.L.C#page1.tif source=Trademark Security Agreement - Cavalier Telephone L.L.C#page2.tif source=Trademark Security Agreement - Cavalier Telephone L.L.C#page3.tif source=Trademark Security Agreement - Cavalier Telephone L.L.C#page4.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of February 10, 2010 by and between CAVALIER TELEPHONE, L.L.C., a Virginia limited liability company (the "Grantor"), having its chief executive office at c/o Cavalier Telephone Corporation, 2134 West Laburnum Avenue, Richmond, Virginia 23227, and WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, as Administrative Agent (the "Administrative Agent"), with offices at 1525 West W.T. Harris Boulevard, NC0680, Charlotte, North Carolina 28262, for the ratable benefit of the Secured Parties.

This Agreement is executed pursuant to the terms of (a) the Amended and Restated Credit Agreement dated as of December 15, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among CavTel Holdings, LLC, a Delaware limited liability company (the "Borrower"), Cavalier Telephone Corporation, a Delaware corporation (the "Parent"), the Lenders who are or may become party thereto and the Administrative Agent and (b) the Amended and Restated Collateral Agreement dated as of December 15, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") by and among the Parent, the Borrower, certain Subsidiaries of the Borrower, including the Grantor, and the Administrative Agent, for the ratable benefit of the Secured Parties. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Collateral Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby confirms the grant pursuant to the Collateral Agreement, to the Administrative Agent, for the ratable benefit of the Secured Parties, of 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 and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor, including, without limitation, each Trademark listed on Schedule A;
- (ii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or (b) injury to the goodwill associated with any Trademark; and
- (iii) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent, on behalf of the Secured Parties, 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 first above written.

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

By: 
Name: Danny L. Bottoms
Title: President & CEO

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA

CITY OF RICHMOND

I, Cheryl C Jones, a Notary Public for said County and State, do hereby certify that Danny L. Bottoms personally appeared before me this day and stated that he is the President & CEO of Cavalier Telephone, L.L.C. and acknowledged, on behalf of Cavalier Telephone, L.L.C., the due execution of the foregoing instrument.

Witness my hand and official seal, this 10th day of February, 2010.

Cheryl C Jones #310873
Notary Public

My commission expires:

Sept. 30, 2013



[Signature Pages Continue]

Agreed and Accepted as of the
10th day of February, 2010.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: Lenard Weiner
Name: Lenard Weiner
Title: Managing Director

Schedule A to Trademark Security Agreement

TRADEMARKS

<u>Trademarks</u>	<u>Reg. or Serial No.</u>	<u>Reg. or Filing Date</u>	<u>Affidavit of use</u>	<u>Renewal Due</u>
NET TELCOS	3,545,909	12/16/2008		
IPeer	77782831	7/16/2009		