

TO: STACEY MORDAS COMPANY: 400 ATLANTIC AVENUE

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

**03/11/2010  
 900156826**

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Endeavor Telecom, Inc.		03/11/2010	CORPORATION:

**RECEIVING PARTY DATA**

*State of Citizenship - New York*

*Receiving Party: New York*

<b>Name:</b>	Amalgamated Bank
<b>Street Address:</b>	275 Seventh Avenue
<b>Internal Address:</b>	14th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10001
<b>Entity Type:</b>	Administrative Agent:

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Serial Number:	77382928	
Serial Number:	77392931	THE TELECOM TRUCK ROLL COMPANY
Serial Number:	77382933	ENDEAVOR
Serial Number:	77392937	INNOVATION INSPIRED BY IMAGINATION

**CORRESPONDENCE DATA**

Fax Number: (617)574-7658  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Email: smordas@goulstonstorr.com  
 Correspondent Name: Stacey Mordas  
 Address Line 1: 400 Atlantic Avenue  
 Address Line 4: Boston, MASSACHUSETTS 02110-3333

<b>NAME OF SUBMITTER:</b>	Stacey Mordas
<b>Signature:</b>	/s/ Stacey Mordas

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Date:

03/11/2010

Total Attachments: 10

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 11, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Amalgamated Bank, acting through its Amalgamated Capital division ("Amalgamated"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

### WITNESSETH:

Whereas, pursuant to the Credit Agreement, dated as of March 11, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Endeavor Telecom, Inc., a Delaware corporation, (the "Borrower"), Endeavor Investors, Inc., a Delaware corporation ("Holdings"), the Lenders and the L/C Issuers from time to time party thereto and Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

Whereas, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of March 11, 2010, in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations of the other Loan Parties; and

Whereas, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Intellectual Property Security Agreement;

Now, Therefore, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make or continue to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

**Section 1. Defined Terms.** Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

**Section 2. Grant of Security Interest in Intellectual Property Collateral.** Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Intellectual Property Collateral"):

(a) Copyrights.

(i) all of its Copyrights and all IP Licenses providing for the grant by or to such Grantor of any right under any Copyright, including, without limitation, those referred to on Schedule 1A hereto;

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(ii) all renewals, reversions and extensions of the foregoing; and

(iii) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, other than, in each case, with respect to Excluded Property.

(b) Patents.

(i) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1B hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(iii) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, other than, in each case, with respect to Excluded Property.

(c) Trademarks.

(i) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1C hereto;

(ii) all renewals and extensions of the foregoing;

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

(iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, other than, in each case, with respect to Excluded Property.

**Section 3. Guaranty and Security Agreement.** The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property Collateral and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

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IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ENDEAVOR TELECOM, INC.  
as Grantor

By: *Justin R. McLain*  
Name: Justin R. McLain  
Title: President

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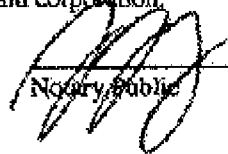
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ACKNOWLEDGMENT OF GRANTOR

STATE OF GEORGIA )  
COUNTY OF Cobb ) ss.



On this 17<sup>th</sup> day of March, 2010 before me personally appeared Justin R. McLain, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Endeavor Telecom, 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.

  
\_\_\_\_\_  
Notary Public

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ACCEPTED AND AGREED  
AS OF THE DATE FIRST ABOVE WRITTEN:

AMALGAMATED BANK,  
AS ADMINISTRATIVE AGENT

BY: 

Name: Timothy Clifford

Title: Executive Vice President and Head of Amalgamated Capital



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**SCHEDULE IA**

**TO**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

- A. REGISTERED COPYRIGHTS  
None
- B. COPYRIGHT APPLICATIONS  
None
- C. IP LICENSES  
None

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**SCHEDULE IB**

**TO**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

- A. REGISTERED PATENTS  
None
- B. PATENT APPLICATIONS  
None
- C. IP LICENSES  
None

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**SCHEDULE IC**

**TO**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

- A. REGISTERED TRADEMARKS  
See Attached
- B. TRADEMARK APPLICATIONS  
None
- C. IP LICENSES  
None

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1. Registered Service Mark: Endeavor logo of Sisyphus  
Serial Number 77/392,928  
Filed 2/8/2008
2. Registered Service Mark: "The Telecom Truck Roll Company"  
Serial Number 77/392,931  
Filed 2/8/2008
3. Registered Service Mark: "Endeavor"  
Serial Number 77/392,933  
Filed 2/8/2008
4. Registered Service Mark: "Innovation Inspired by Imagination"  
Serial Number 77/392,937  
Filed 2/8/2008
5. The Company also has the rights to the domain names