

**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
Birch Telecom, Inc.		06/21/2010	CORPORATION: DELAWARE
Birch Telecom 1996, Inc.		06/21/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Wilmington Trust FSB, as Administrative Agent
Street Address:	50 South Sixth Street
Internal Address:	Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	federal savings bank: UNITED STATES

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	1696494	CAPITAL GBS COMMUNICATIONS
Registration Number:	2186707	BIRCH TELECOM
Registration Number:	2325801	BIRCH TELECOM
Registration Number:	2908160	HOME CONNECTION
Registration Number:	2577238	I IONEX
Registration Number:	2542377	I IONEX
Registration Number:	2509015	IONEX
Registration Number:	2514288	IONEX TELECOMMUNICATIONS, INC.
Registration Number:	2503776	MIGHTY MOUTH
Registration Number:	2616143	SERVICE. SAVINGS. SIMPLICITY.
Registration Number:	2779990	SP@CE GENIE
Registration Number:	2691468	SP@CE HOST

OP \$490.00 1696494

Registration Number:	3047178	THE SPRAWLER
Registration Number:	2558118	YOUR BUSINESS' BEST FRIEND
Registration Number:	2467503	BIRCH
Registration Number:	3549607	BIRCH COMMUNICATIONS
Registration Number:	2962432	BIRCHLINK
Registration Number:	3226827	BUSINESS FIRST
Registration Number:	3016517	SPRAWLNET

**CORRESPONDENCE DATA**

Fax Number: (860)240-2513  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 860.240.2935  
Email: michelle.fournier@bingham.com  
Correspondent Name: Michelle Walters Fournier  
Address Line 1: One State Street  
Address Line 2: Bingham McCutchen LLP  
Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	Michelle Walters Fournier
Signature:	/Michelle Walters Fournier/
Date:	06/22/2010

Total Attachments: 4  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 21, 2010 (this "Agreement"), is made by Birch Telecom, Inc., a Delaware corporation and Birch Telecom 1996, Inc., a Delaware corporation (collectively, the "Grantor"), in favor of WILMINGTON TRUST FSB, as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for itself and other lending institutions (hereinafter, collectively, the "Lenders") which are, or may in the future become, parties to that certain Term Loan Agreement dated as of June 21, 2010 (as amended and in effect from time to time, the "Loan Agreement"), among Birch Communications, Inc. (the "Borrower"), the Lenders and the Administrative Agent.

### WITNESSETH:

WHEREAS, Grantor expects to receive substantial direct and indirect benefits from the extensions of credit to the Borrower by the Lenders pursuant to the Loan Agreement (which benefits are hereby acknowledged);

WHEREAS, in connection with the Loan Agreement, the Grantor has executed and delivered (i) a Security Agreement, dated as of June 21, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement") and (ii) a Trademark Collateral Security and Pledge Agreement, dated as of June 21, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Trademark Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement or the Trademark Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"): Grantor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing, including, without limitation, the Trademark Collateral listed on Schedule 1 attached hereto and made a part hereof.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding

offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement and the Trademark Agreement. The terms and provisions of the Security Agreement and Trademark Agreement (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 4. Loan Document. This Agreement is a Loan Document executed pursuant to the Security Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, this Trademark Security Agreement has been executed as of the day and year first above written.

BIRCH TELECOM, INC.  
BIRCH TELECOM 1996, INC.

By: [Signature]  
Name: Vincent M. Oddo  
Title: President and Chief Executive Officer

Address:  
3060 Peachtree Road NW,  
Suite 1065  
Atlanta, GA 30305  
Attn: Edward James, III

STATE OF Georgia )  
COUNTY OF Fulton ) ss.

On this 15<sup>th</sup> day June, 2010, before me, the undersigned notary public, personally appeared Vincent M. Oddo, personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose (as President and Chief Executive Officer for Birch Telecom, Inc., and Birch Telecom 1996, Inc.).

[Signature]  
Notary Public

My commission expires: 5-13-11



[BIRCH - Trademark Security Agreement]

## SCHEDULE 1

### TRADEMARKS AND TRADEMARK REGISTRATIONS

OWNER	REGISTRATION NUMBER	TRADEMARK
Birch Telecom, Inc.	2,186,707	BIRCH TELECOM
Birch Telecom, Inc.	2,325,801	BIRCH TELECOM (and free leaf design)
Birch Telecom 1996, Inc.	1,696,494	CAPITAL GBS COMMUNICATIONS (and design)
Birch Telecom, Inc.	2,908,160	HOME CONNECTION
Birch Telecom, Inc.	2,577,238	I IONEX (and design)
Birch Telecom, Inc.	2,542,377	I IONEX (and design)
Birch Telecom, Inc.	2,509,015	IONEX
Birch Telecom, Inc.	2,514,288	IONEX TELECOMMUNICATIONS, INC.
Birch Telecom, Inc.	2,503,776	MIGHTY MOUTH
Birch Telecom, Inc.	2,616,143	SERVICE.SAVINGS.SIMPLICITY
Birch Telecom, Inc.	2,779,990	SP@CE GENIE
Birch Telecom, Inc.	2,691,468	SP@CE HOST
Birch Telecom, Inc.	3,047,178	THE SPRAWLER
Birch Telecom, Inc.	2,558,118	YOUR BUSINESS' BEST FRIEND
Birch Telecom, Inc.	2,467,503	BIRCH
Birch Telecom, Inc.	3,549,607	BIRCH COMMUNICATIONS & Design
Birch Telecom, Inc.	2,962,432	BIRCHLINK
Birch Telecom, Inc.	3,226,827	BUSINESS FIRST
Birch Telecom, Inc.	3,016,517	SPRAWLNET