

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MEGAPATH INC.	FORMERLY Netifice Communications, Inc.	08/20/2010	CORPORATION: DELAWARE
DSLNET COMMUNICATIONS VA, INC.		08/20/2010	CORPORATION: VIRGINIA
DSLNET COMMUNICATIONS, LLC		08/20/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	EAST WEST BANK
Street Address:	2350 Mission College Blvd.
Internal Address:	Suite 988
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3085723	NETIFICE
Registration Number:	2403531	MEGAPATH NETWORKS
Registration Number:	2269936	DSL.NET

CORRESPONDENCE DATA

Fax Number: (858)550-6420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 858-550-6403
 Email: erin.obrien@cooley.com
 Correspondent Name: Erin O'Brien
 Address Line 1: c/o Cooley LLP
 Address Line 2: 4401 Eastgate Mall

900170184

**TRADEMARK
 REEL: 004266 FRAME: 0762**

CH \$90.00 3085723

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 300614-107 MEGAPATH

NAME OF SUBMITTER: Erin O'Brien

Signature: /Erin O'Brien/

Date: 08/25/2010

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") is entered into as of August 20, 2010 by and among EAST WEST BANK ("Bank"), MEGAPATH INC., formerly known as Netifice Communications, Inc., a Delaware corporation ("Megapath"), DSLNET COMMUNICATIONS VA, INC., a Virginia corporation ("DSL-Virginia"), and DSLNET COMMUNICATIONS, LLC, a Delaware limited liability company ("DSL-Delaware") (collectively, "Grantor").

RECITALS

Megapath and Bank are parties to that certain Loan and Security Agreement dated as of June 30, 2006, as amended from time to time, including a First Amendment to Loan and Security Agreement dated as of August 24, 2006, a Second Amendment to Loan and Security Agreement dated as of May 11, 2007, a Third Amendment to Loan and Security Agreement dated as of April 22, 2008, a Fourth Amendment to Loan and Security Agreement dated as of July 8, 2008, a Fifth Amendment to Loan and Security Agreement dated as of September 29, 2008, a Sixth Amendment to Loan and Security Agreement dated as of February 13, 2009, a Seventh Amendment to Loan and Security Agreement dated as of July 15, 2009, and an Eighth Amendment to Loan and Security Agreement dated as of January 29, 2010 (collectively, the "Loan Agreement"). The parties propose to enter into that certain Ninth Amendment to Loan and Security Agreement dated as of the date hereof (the "Amendment"), which provides in part that DSL-Virginia and DSL-Delaware are each deemed a Borrower under the Loan Agreement in accordance with the terms set forth therein. Bank has agreed to enter into the Amendment, provided, among other things, that Grantor amends the Collateral and agrees to grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement. Capitalized terms used but not defined herein have the meaning assigned in the Loan Agreement.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantors' obligations under the Agreement, Grantor grants to Bank a security interest in all of Grantor's right, title and interest in Grantor's intellectual property whether presently existing or hereafter acquired (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Bank in the Agreement.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

555 Anton Boulevard, Suite 200
Costa Mesa, CA 92626
Attention: _____

MEGAPATH NETWORKS, INC.

By: _____ *Hully*

Name: _____

Title: _____

Address of Grantor:

50 Barnes Park North, Suite 104
Wallingford, CT 064925
Attention: _____

DSLNET COMMUNICATIONS VA, INC.

By: _____ *Hully*

Name: _____

Title: _____

Address of Grantor:

50 Barnes Park North, Suite 104
Wallingford, CT 064925
Attention: _____

DSLNET COMMUNICATIONS, LLC

By: _____ *Hully*

Name: _____

Title: _____

Address of Bank:

2350 Mission College Blvd., Suite 988
Santa Clara, CA 95054
Attn: Lisa Chang

EAST WEST BANK

By: _____ *Lisa Chang*

Title: _____ *AVP*

EXHIBIT A

Copyrights

Title	Registration Number	Registration Date
N/A		

EXHIBIT B

Patents

Description	Application Number	Application Date	Patent Number	Issue Date
N/A				

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
NETIFICE	3085723	04/25/06
MEGAPATH NETWORKS	2403531	11/14/00
DSL.net	2269936	08/10/99

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