

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE BY SECURED PARTY	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EAST WEST BANK		11/03/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MEGAPATH, INC.		
Street Address:	555 Anton Boulevard		
Internal Address:	Suite 200		
City:	Costa Mesa		
State/Country:	CALIFORNIA		
Postal Code:	92626		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2269936	DSL.NET	
Registration Number:	2403531	MEGAPATH NETWORKS	
Registration Number:	3085723	NETIFICE	
CORRESPONDENCE DATA			
Fax Number:	(858)550-6420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	300614-107 MEGAPATH		
NAME OF SUBMITTER:	Erin O'Brien		

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TRADEMARK
REEL: 004309 FRAME: 0778

Signature:	/Erin O'Brien/
Date:	11/03/2010
Total Attachments: 3 source=Megapath signed IP release#page1.tif source=Megapath signed IP release#page2.tif source=Megapath signed IP release#page3.tif	

RELEASE OF SECURITY INTEREST

This Release of Security Interest is made as of November 3, 2010, by East West Bank, a California corporation ("Lender") in favor of MegaPath Inc., a Delaware corporation ("Company") with its principal place of business located at 555 Anton Boulevard, Suite 200, Costa Mesa, CA 92626.

Recitals

WHEREAS, Company granted a security interest in the trademarks listed on Exhibit A attached hereto (the "Intellectual Property") to Lender under an Intellectual Property Security Agreement dated as of August 20, 2010 (the "IP Security Agreement"), and recorded with the US Patent and Trademark Office on August 25, 2010 at Reel Number 004266 and Frame Number 0762.

WHEREAS, Company has satisfied and infeasible paid in full all of its obligations to Lender under the Loan Agreement (as defined in the IP Security Agreement) and the IP Security Agreement, and Lender agrees to forever release, discharge and terminate its liens and security interest in the Intellectual Property.

Release and Discharge

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender agrees to forever and unconditionally release, discharge and terminate its liens and security interest in and to all of the Company's right, title and interest in and to all Intellectual Property and reassigns to Company, without warranty or recourse, all interest of Lender in the Intellectual Property.

Recordation

Lender hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office and any other applicable government officer to record this Release of Security Interest.

Further Assurance and Authorziation

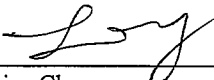
Lender shall, at any time and from time to time, upon the written request of Company or Jefferies Finance LLC ("Jefferies") and at the expense of Company, promptly execute and deliver any and all further instruments and documents and take such further action as Company or Jefferies may reasonably request to effectuate, evidence or reflect of public record, the release, discharge and termination of the liens and security interests contemplated by this Release of Security Interest. In the event that Lender fails to take such action, Lender hereby authorizes Company and Jefferies, and any of their respective agents, counsels and designees, to file on behalf of Lender any terminations of liens with the United States Patent and Trademark Office and other releases, discharges or terminations necessary or advisable to effectuate the release, discharge and termination of the liens and security interests contemplated by this Release of Security Interest.

[signature pages follow]

In witness whereof, Lender has caused this Release of Security Interest to be executed by its duly authorized officer as of the date set forth above.

LENDER:

EAST WEST BANK

By: 
Name: Lisa Chang
Title: AVP

2350 Mission College Blvd., Suite 988
Santa Clara, CA 95054

EXHIBIT A

Trademarks

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
DSL.NET	2,269,936	08/10/99
MEGAPATH NETWORKS	2,403,531	11/14/00
NETIFICE	3,085,723	04/25/06