

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Release of Security Interests in Trademarks	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch	FORMERLY known as Credit Suisse, Cayman Islands Branch	11/03/2010	Administrative Agent:
RECEIVING PARTY DATA			
Name:	Megapath Inc.		
Street Address:	2220 O'Toole Avenue		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95131		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2403531	MEGAPATH NETWORKS	
Registration Number:	3085723	NETIFICE	
Registration Number:	2269936	DSL.NET	
CORRESPONDENCE DATA			
Fax Number:	(212)755-7306		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-326-3939		
Email:	nazoubek@jonesday.com		
Correspondent Name:	Nancy A. Zoubek, Esq., Jones Day		
Address Line 1:	222 East 41st Street		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	175274-635947		
NAME OF SUBMITTER:	Nancy A. Zoubek		

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Signature:	/Nancy A. Zoubek/
Date:	11/05/2010
Total Attachments: 5 source=III.A.7 - Trademark Release - Megapath (executed, assembled)#page1.tif source=III.A.7 - Trademark Release - Megapath (executed, assembled)#page2.tif source=III.A.7 - Trademark Release - Megapath (executed, assembled)#page3.tif source=III.A.7 - Trademark Release - Megapath (executed, assembled)#page4.tif source=III.A.7 - Trademark Release - Megapath (executed, assembled)#page5.tif	

RELEASE OF SECURITY INTERESTS IN TRADEMARKS

This RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Agreement"), dated as of November 3, 2010, made by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (formerly known as Credit Suisse, Cayman Islands Branch), as administrative agent (together with its successors, in such capacity, the "Administrative Agent" or "Assignor") for the Secured Parties (as defined in the Credit Agreement referred to below), and having a location at Eleven Madison Avenue, New York, New York 10010, in favor of MEGAPATH INC, a Delaware corporation (the "Assignee"), located at 2220 O'Toole Avenue, San Jose, California 95131, c/o Covad Communications Group, Inc.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 17, 2008 (as amended by Amendment No. 1 and Waiver to Credit Agreement, dated as of August 20, 2010, and as further amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "Credit Agreement"), among Covad Communications Group, Inc. (the "Borrower"), CCGI Holding Corporation ("Holdings"), the banks and other financial institutions or entities from time to time party thereto (the "Lenders") and the Assignor, the Lenders severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement, the Borrower, the Assignee, and the other grantors party thereto, entered into that certain Guarantee and Collateral Agreement, dated as of April 17, 2008 (as amended by the Amendment and Assumption Agreement to Guarantee and Collateral Agreement, dated as of August 20, 2010, and as further amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, the Assignee granted to the Assignor, for the ratable benefit of the Secured Parties, a security interest in the Collateral (as defined in the Collateral Agreement) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Assignee's Obligations.

WHEREAS, pursuant to the Collateral Agreement, the Assignee executed and delivered that certain Trademark Security Agreement, dated as of August 20, 2010 (the "Trademark Security Agreement"), pursuant to which the Assignee granted to the Assignor, for the ratable benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined herein).

WHEREAS, the Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office, on October 7, 2010, at Reel 4291 Frame 943.

WHEREAS, the Assignor, the Borrower and Holdings have entered into that certain Letter Agreement, dated November 3, 2010 (the "Pay-Off Letter"), pursuant to which Borrower and Holdings agreed to pay in full all Obligations owing as of such date under the Credit Agreement and the other Loan Documents and, upon and subject to the receipt by the

Administrative Agent at or prior to the Required Payment Time (as defined in the Pay-Off Letter) of (i) the Total Pay-off Amount (as defined in the Pay-Off Letter) and (ii) a fully executed counterpart of the Pay-Off Letter, all of the security interests, mortgages, liens, charges and pledges, of any kind, nature or description, whenever and however arising, in favor of the Administrative Agent for the benefit of the Lenders and any other secured parties under each of the Security Documents and any other Loan Document, were automatically discharged, terminated and released.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee agree as follows:

Section 1. Defined Terms

Capitalized terms used but not defined herein shall have the meanings given to them in the Collateral Agreement.

Section 2. Release of Security Interest in Trademarks

The Assignor hereby releases and discharges its security interest in all of the following property now owned by the Assignee or in which the Assignee now has any right, title or interest (collectively, the "Trademark Collateral"):

(i) (a) all trademarks, trade names, organizational names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (b) the right to obtain all renewals thereof; and

(ii) all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

Section 3. Pay-Off Letter Governs

The security interests released pursuant to this Agreement are released concurrently, and in conjunction, with the security interests released pursuant to the Pay-Off Letter. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Pay-Off Letter, the provisions of the Pay-Off Letter shall govern.

Section 4. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 5. Recordation

The Assignor authorizes and requests that the Commissioner of Trademarks of the United States Patent and Trademark Office record this Agreement.

Section 6. Counterparts

This Agreement may be executed by one or more of the signatories to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

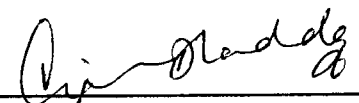
[signature pages follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date set forth above.

ADMINISTRATIVE AGENT AND ASSIGNOR:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as
Administrative Agent and Assignor

By: 
Name: JOHN D. TORONTO
Title: DIRECTOR

By: 
Name: VIPUL DHADDA
Title: ASSOCIATE

Schedule A
to
Release of Security Interests in Trademarks

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Status/Comments
MEGAPATH NETWORKS	2403531 (75686765)	11/14/2000 (4/19/1999)	Registered
NETIFICE	3085723 (76002546)	4/25/2006 (3/17/2000)	Registered
DSL.NET	2269936 (75209286)	8/10/1999 (12/6/1996)	Registered

[Schedule to Release of Security Interests in Trademarks]

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RECORDED: 11/05/2010

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