

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:	Covad Communications Group, Inc.		
Street Address:	110 Rio Robles		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95134		
Entity Type:	CORPORATION: DELAWARE		
Name:	Covad Communications Company		
Street Address:	110 Rio Robles		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95134		
Entity Type:	CORPORATION: CALIFORNIA		
Name:	Dieca Communications, Inc.		
Street Address:	110 Rio Robles		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95134		
Entity Type:	CORPORATION: VIRGINIA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2178701	TELESPEED	

CH \$315.00 2178701

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**TRADEMARK
 REEL: 004410 FRAME: 0430**

Registration Number:	2369802	COVAD
Registration Number:	2449863	TELESURFER
Registration Number:	2669575	THE INTERNET AS IT SHOULD BE.
Registration Number:	2516334	COVAD
Registration Number:	2595340	VBSP
Registration Number:	2678694	GOBEAM
Registration Number:	2669857	GOBEAM
Registration Number:	2517364	COVAD.NET
Registration Number:	2542936	TELESOHO
Registration Number:	2662344	TELEDEFEND
Registration Number:	2578504	DSL JUMPSTART

CORRESPONDENCE DATA

Fax Number: (212)755-7306
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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:	175274-635047
NAME OF SUBMITTER:	Nancy A. Zoubek
Signature:	/Nancy A. Zoubek/
Date:	11/05/2010

Total Attachments: 6
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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 COVAD COMMUNICATIONS GROUP, INC., a Delaware corporation (the "Borrower"), located at 110 Rio Robles, San Jose, CA 95134, COVAD COMMUNICATIONS COMPANY, a California corporation ("CCC"), located at 110 Rio Robles, San Jose, CA 95134, and DIECA COMMUNICATIONS, INC., a Virginia corporation ("DIECA" and together with the Borrower and CCC, the "Assignees"), located at 110 Rio Robles, San Jose, CA 95134.

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 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 Assignees, 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, each 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 such Assignee's Obligations.

WHEREAS, pursuant to the Collateral Agreement, each Assignee executed and delivered that certain Trademark Security Agreement, dated as of April 17, 2008 (the "Trademark Security Agreement"), pursuant to which each 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 April 28, 2010, at Reel 3768 Frame 102.

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 each 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 each Assignee or in which each 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	Ser. No./Reg. No.
TELESPEED	RN:2,178,701
TELESOHO	RN:2,542,936
TELESURFER	RN:2,449,863
COVAD AND DESIGN 	RN:2,516,334
COVAD.NET	RN:2,517,364
DSL JUMPSTART	RN:2,578,504
VBSP	RN:2,595,340
TELEDEFEND	RN:2,662,344
THE INTERNET AS IT SHOULD BE.	RN:2,669,575
COVAD	RN:2,369,802
GOBEAM	RN:2,678,694
GOBEAM & Design	RN:2,669,857

U.S. State Trademark Registrations

Trademark	State	Reg. No.
COVAD COMMUNICATIONS COMPANY	Wisconsin	5,801,199
COVAD COMMUNICATIONS COMPANY	Wisconsin	5,000,576
COVAD COMMUNICATIONS COMPANY	Nebraska	10,001,942

[Schedule to Release of Security Interests in Trademarks]

COVAD COMMUNICATIONS COMPANY	New Hampshire	421,364
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[Schedule to Release of Security Interests in Trademarks]

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RECORDED: 11/05/2010

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