

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Covad Communications Company		11/03/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as collateral agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3692486	COVAD	
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:	krsmith@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:	12/09/2010		

CH \$40.00 3692486

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of November 3, 2010, by Covad Communications Group, Inc., a Delaware corporation (the "Administrative Borrower"), and each Borrower and Guarantor listed on Schedule 1 hereto (collectively, the "Pledgors"), in favor of Jefferies Finance LLC, in its capacity as collateral agent pursuant to the Credit Agreement, dated as of the date hereof (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor (collectively, the "Trademark Collateral"):

- (a) Trademarks of such Pledgor listed on Schedule 2 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.


SECTION 4. Termination. Upon the release of the security interests granted to the Collateral Agent pursuant to Section 11.4 of the Security Agreement, upon written request of the Administrative Borrower, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.


[Signature Page Follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

**COVAD COMMUNICATIONS GROUP, INC., as
Administrative Borrower and as Pledgor**

By: 
Name: Paul Milley
Title: Chief Financial Officer

**CCGI HOLDING CORPORATION
MEGAPATH INC.
COVAD COMMUNICATIONS COMPANY
DIECA COMMUNICATIONS, INC.
DSLNET COMMUNICATIONS, LLC
DSLNET COMMUNICATIONS VA, INC.
LASER LINK.NET, INC.
NEXTWEB, INC.
SPEAKEASY BROADBAND SERVICES, LLC
as Pledgors**

By: 
Name: Paul Milley
Title: Chief Financial Officer

Accepted and Agreed:

JEFFERIES FINANCE LLC

as Collateral Agent

By: *E. Joseph Hess*

Name: E. Joseph Hess

Title: Managing Director

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT


PLEDGORS

NAME	ADDRESS
CCGI HOLDING CORPORATION	360 North Crescent Drive, South Building Beverly Hills, California 90210
COVAD COMMUNICATIONS GROUP, INC.	2220 O'Toole Avenue San Jose, California 95131
MEGAPATH INC.	c/o Covad Communications Group, Inc. 2220 O'Toole Avenue San Jose, California 95131
COVAD COMMUNICATIONS COMPANY	c/o Covad Communications Group, Inc. 2220 O'Toole Avenue San Jose, California 95131
DIECA COMMUNICATIONS, INC.	c/o Covad Communications Group, Inc. 2220 O'Toole Avenue San Jose, California 95131
DSLNET COMMUNICATIONS, LLC	c/o Covad Communications Group, Inc. 2220 O'Toole Avenue San Jose, California 95131
DSLNET COMMUNICATIONS VA, INC.	c/o Covad Communications Group, Inc. 2220 O'Toole Avenue San Jose, California 95131
LASER LINK.NET, INC.	c/o Covad Communications Group, Inc. 2220 O'Toole Avenue San Jose, California 95131
NEXTWEB, INC.	c/o Covad Communications Group, Inc. 2220 O'Toole Avenue San Jose, California 95131
SPEAKEASY BROADBAND SERVICES, LLC	c/o Covad Communications Group, Inc. 2220 O'Toole Avenue San Jose, California 95131

SCHEDULE 2
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

UNITED STATES TRADEMARKS:

Owner	Registration Number	Trademark
MegaPath Inc.	2403531	MEGAPATH NETWORKS
Covad Communications Company	3692486	COVAD
Covad Communications Group, Inc.	2517364	COVAD.NET
Covad Communications Group, Inc.	2542936	TELESOHO
Covad Communications Group, Inc.	2516334	
Covad Communications Group, Inc.	2449863	TELESURFER
Covad Communications Group, Inc.	2178701	TELESPEED
MegaPath Inc.	3085723	NETIFICE
MegaPath Inc.	2269936	DSL.NET
Speakeasy Broadband Services, LLC	3031837	BROADBAND FOR OPEN MINDS
Speakeasy Broadband Services, LLC	3323238	EASYVOICE
Speakeasy Broadband Services, LLC	3031691	ONELINK
Speakeasy Broadband Services, LLC	2786907	SPEAKEASY
Speakeasy Broadband Services, LLC	2676297	SPEAKEASY

OTHER TRADEMARKS:

Owner	Registration Number	Trademark
NextWeb, Inc.	61299 / California	NEXTWEB
DIECA Communications, Inc.	5801199 / Wisconsin	Covad Communications Company
DIECA Communications, Inc.	5000576 / Wisconsin	Covad Communications Company
DIECA Communications, Inc.	10001942 / Nebraska	Covad Communications Company
DIECA Communications, Inc.	421364 / New Hampshire	Covad Communications Company
Speakeasy Broadband Services, LLC	6428651 / CMT	SPEAKEASY