

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cbeyond Communications LLC		02/22/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	600 Peachtree Street		
Internal Address:	Suite 1300		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3410120	MAXIMUMASP	
Registration Number:	3804642	MAXESP	
Registration Number:	3655814	MAXV	
CORRESPONDENCE DATA			
Fax Number:	(404)443-5697		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704-343-2335		
Email:	lallen@mcguirewoods.com		
Correspondent Name:	My Ngo, Esq.		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	1170 Peachtree Street, N.E., Suite 2100		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	4452178-0442 (CBEYOND)		

OP \$90.00 3410120

900184635

**TRADEMARK
 REEL: 004484 FRAME: 0352**

NAME OF SUBMITTER:	Latosha E. Allen
Signature:	/Latosha E. Allen/
Date:	02/23/2011
Total Attachments: 3 source=Cbeyond - Notice of Trademarks (Cbeyond) #page1.tif source=Cbeyond - Notice of Trademarks (Cbeyond) #page2.tif source=Cbeyond - Notice of Trademarks (Cbeyond) #page3.tif	

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

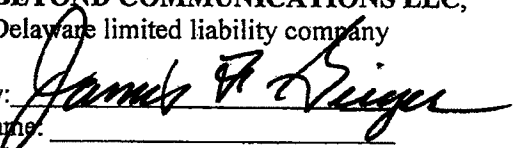
Ladies and Gentlemen:

Please be advised that pursuant to the Security Agreement, dated as of February 8, 2006 (as the same may be amended, modified, extended or restated from time to time, the "Security Agreement"), by and among the Grantors party thereto (each an "Grantor" and collectively, the "Grantors") and Bank of America, N.A., as Administrative Agent (the "Administrative Agent") for the Secured Parties referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications set forth on Schedule 1 attached hereto to the Administrative Agent for the ratable benefit of the Secured Parties.

The Grantors and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the trademarks and trademark applications set forth on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

CBEYOND COMMUNICATIONS LLC,
a Delaware limited liability company

By: 
Name: _____
Title: _____

Grantor's Address:
Cbeyond Communications LLC
320 Interstate N. Pkwy. SE
Atlanta, Georgia 30339
Attention: General Counsel

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Administrative Agent

By: _____
Name:
Title:

NOTICE
OF
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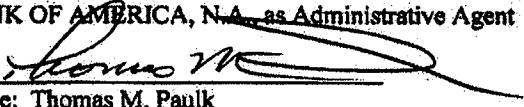
CBeyond COMMUNICATIONS LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Grantor's Address:
Cbeyond Communications LLC
320 Interstate N. Pkwy. SE
Atlanta, Georgia 30339
Attention: General Counsel

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Administrative Agent

By: 
Name: Thomas M. Paulk
Title: Senior Vice President

CBeyond
NOTICE OF GRANT IN TRADEMARKS
SIGNATURE PAGE

TRADEMARK
REEL: 004484 FRAME: 0355

SCHEDULE 1

Trademarks and Trademark Applications

Service Mark	Registration Number
MaximumASP	3,410,120
MAXESP	3,804,642
MAXV	3,655,814