

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cavalier Telephone, L.L.C.		05/31/2011	LIMITED LIABILITY COMPANY: VIRGINIA
LDMI Telecommunications, Inc.		05/31/2011	CORPORATION: MICHIGAN
Intellifiber Networks, Inc.		05/31/2011	CORPORATION: VIRGINIA
Talk America Holdings, Inc.		05/31/2011	CORPORATION: DELAWARE
Network Telephone Corp.		05/31/2011	CORPORATION: FLORIDA
Talk America, Inc		05/31/2011	CORPORATION: PENNSYLVANIA
The Other Phone Company, Inc.		05/31/2011	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	901 Main St.
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	national association:

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	78265163	CAVALIER
Serial Number:	78548987	CAVALIER TELEPHONE
Serial Number:	78265193	CAVALIER BUSINESS COMMUNICATIONS TECHNOLOGY AT YOUR SPEED OF BUSINESS
Serial Number:	77143049	LET US TURN YOU ON
Serial Number:	77782831	IPEER
Serial Number:	77261853	NET TELCOS
Serial Number:	78183569	MEMBERSHIP MATTERS
Serial Number:	78341774	PHONOM

OP \$415.00 78265163

900197810

TRADEMARK
REEL: 004589 FRAME: 0382

Serial Number:	77616833	INTELLIFIBER NETWORKS
Serial Number:	77616827	INTELLIFIBER NETWORKS
Serial Number:	77616824	INTELLIFIBER
Serial Number:	78060209	TALK AMERICA
Serial Number:	75061882	TALKAMERICA
Serial Number:	75653324	LDMI
Serial Number:	75653197	LDMI
Serial Number:	76069105	

CORRESPONDENCE DATA

Fax Number: (212)354-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-819-8200
Email: trademarkdocket@whitecase.com
Correspondent Name: Andrew Fessak, White & Case LLP
Address Line 1: 1155 Avenue of the Americas
Address Line 2: Patent and Trademark Department
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1128782-0007
NAME OF SUBMITTER:	Andrew Fessak
Signature:	/Andrew Fessak/
Date:	07/22/2011

Total Attachments: 8
source=Cavalier TM Grant - EXECUTED#page1.tif
source=Cavalier TM Grant - EXECUTED#page2.tif
source=Cavalier TM Grant - EXECUTED#page3.tif
source=Cavalier TM Grant - EXECUTED#page4.tif
source=Cavalier TM Grant - EXECUTED#page5.tif
source=Cavalier TM Grant - EXECUTED#page6.tif
source=Cavalier TM Grant - EXECUTED#page7.tif
source=Cavalier TM Grant - EXECUTED#page8.tif

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

May 31, 2011

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of, CAVALIER TELEPHONE, L.L.C., a Virginia limited liability company, LDMI TELECOMMUNICATIONS, INC., a Michigan corporation, INTELLIFIBER NETWORKS, INC., a Virginia corporation, TALK AMERICA HOLDINGS, INC., a Delaware corporation, NETWORK TELEPHONE CORPORATION, a Florida corporation, TALK AMERICA INC., a Pennsylvania corporation and THE OTHER PHONE COMPANY, INC., a Florida corporation (each a "Grantor" and collectively the "Grantors"), hereby grant to BANK OF AMERICA, N.A., as Collateral Agent, (the "Grantee"), a security interest in (i) all of Grantors' rights, title and interest in and to the United States trademarks and all trademark applications (the "Trademarks") set forth on Schedule A attached hereto, in each case together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Trademarks, (iii) the goodwill of the businesses with which the Trademarks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantors, as such term is defined in the Amended and Restated Security Agreement among the Grantors, the other assignors from time to time party thereto, the Grantee and each Authorized Representative (as defined in the Security Agreement) from time to time party thereto, dated as of February 28, 2007 and amended and restated as of June 29, 2009 (as the same may be further amended, modified, restated, and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the

Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantors an instrument in writing releasing the security interest in the Trademarks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement and is not intended to increase the rights of the Grantee pursuant to the Security Agreement or the obligations of the Grantee beyond the rights and obligations contained in the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

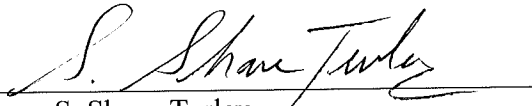
Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble, have the meanings provided or provided by reference in the Security Agreement.

This Grant may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.

CAVALIER TELEPHONE, L.L.C., Grantor
LDMI TELECOMMUNICATIONS, INC., Grantor
INTELLIFIBER NETWORKS, INC., Grantor
TALK AMERICA HOLDINGS, INC., Grantor
NETWORK TELEPHONE CORPORATION, Grantor
TALK AMERICA INC., Grantor
THE OTHER PHONE COMPANY, INC., Grantor

By: 
Name: S. Shane Turley
Title: Vice President, Corporate Compliance
Officer and Assistant Secretary

[Cavalier TM Grant]

BANK OF AMERICA N.A.,
as Collateral Agent and Grantee

By 
Name: Antonikia (Toni) Thomas
Title: Assistant Vice President




[Cavalier TM Grant]

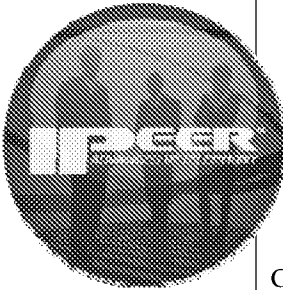
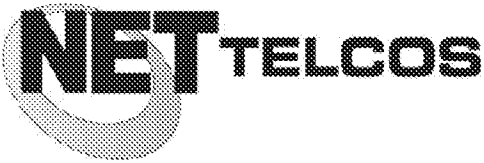

NEWYORK 8178509 (2K)

TRADEMARK
REEL: 004589 FRAME: 0387



SCHEDULE A

Trademarks

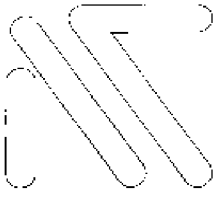
	MARK	OWNER	FILING DATE	REG. DATE	REG. NO.	SERIAL NO.
1.	 CAVALIER (Std Ch: NO)	Cavalier Telephone, LLC	6/20/2003	5/25/2004	2844985	78265163
2.	 CAVALIER TELEPHONE (Std Ch: NO) Colors red and black are claimed.	Cavalier Telephone, LLC	1/18/2005	1/31/2006	3054328	78548987
3.	 CAVALIER BUSINESS COMMUNICATIONS TECHNOLOGY AT YOUR SPEED OF BUSINESS (Std Ch: NO)	Cavalier Telephone, LLC	6/20/2003	8/17/2004	2874692	78265193
4.	LET US TURN YOU ON (Std Ch: YES)	Cavalier Telephone, LLC	3/28/2007	4/1/2008	3404459	77143049

	MARK	OWNER	FILING DATE	REG. DATE	REG. NO.	SERIAL NO.
5.	 IPEER (Std Ch: YES)	Cavalier Telephone, LLC	7/16/2009	N/A	N/A	77782831
6.	 NET TELCOS (Std Ch: NO). The colors blue, yellow, and gray are claimed.	Cavalier Telephone, LLC	8/22/2007	12/16/2008	3545909	77261853
7.	MEMBERSHIP MATTERS (Std Ch: NO)	LDMI Telecommunications, Inc.	11/11/2002	9/21/2004	2887623	78183569
8.	 PHONOM (Std Ch: YES)	Cavalier Telephone, LLC (assignor Phonom, LLC)	12/16/2003	5/17/2005	2953727	78341774

Schedule A-2

	MARK	OWNER	FILING DATE	REG. DATE	REG. NO.	SERIAL NO.
9.	 INTELLIFIBER NETWORKS (Std Ch: NO). Color is not claimed.	Intellifiber Networks, Inc.	11/18/2008	3/23/2010	3764718	77616833
10.	INTELLIFIBER NETWORKS (Std Ch: YES)	Intellifiber Networks, Inc.	11/18/2008	3/23/2010	3764717	77616827
11.	INTELLIFIBER (Std Ch: YES)	Intellifiber Networks, Inc.	11/18/2008	5/11/2010	3788203	77616824
12.	TALK AMERICA (Std Ch: NO)	Talk America Holdings, Inc.	4/25/2001	2/10/2004	2812827	78060209
13.	TALKAMERICA (Std Ch: NO)	Talk America Holdings, Inc.	2/23/1996	6/24/1997	2073462	75061882
14.	LDMI (Std Ch: NO)	LDMI Telecommunications, Inc.	3/4/1999	6/5/2001	2456670	75653324
15.	 LDMI (Std Ch: NO)	LDMI Telecommunications, Inc.	3/4/1999	6/12/2001	2459030	75653197

Schedule A-3

	MARK	OWNER	FILING DATE	REG. DATE	REG. NO.	SERIAL NO.
16.	 (Std Ch: NO) (Design Only)	Network Telephone Corporation	6/13/2000	5/15/2001	2451108	76069105
17.	NEW HOPE NETWORK SERVICES	Talk America, Inc.		5/25/1995	5240300	
18.	THE NEW HOPE PHONE COMPANY	Talk America, Inc.		8/14/1995	9995100	
19.	ACCESS ONE COMMUNICATIONS	The Other Phone Company, Inc.		6/25/1998	555230	
20.	LDMI TELECOMMUNICATIONS	LDMI Telecommunications, Inc.		6/11/2004	12999300	

Schedule A-4

NEWYORK 8178509 (2K)

RECORDED: 07/22/2011

TRADEMARK
REEL: 004589 FRAME: 0391