

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

07/22/2011
 900197817

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PaeTec Software Corp.		06/29/2011	CORPORATION: NEW YORK

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: USX		

country of citizenship:
United States

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	76350531	BILLINGCENTRAL
Serial Number:	74227372	NETWORK STRATEGIES
Serial Number:	76180308	REVCHAIN

CORRESPONDENCE DATA	
Fax Number:	(212)354-8113
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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

resubmission to provide country of citizenship

ATTORNEY DOCKET NUMBER:	1128782-0007
NAME OF SUBMITTER:	Andrew Fessak

OP: \$90.00 76350531

TO: ANDREW FESSAK, WHITE & CASE LLP COMPANY: 1155 AVENUE OF THE AMERICAS

Signature:	/Andrew Fessak/
Date:	07/22/2011
Total Attachments: 5 source=PaeTec Software Corp TM Grant - EXECUTED#page1.tif source=PaeTec Software Corp TM Grant - EXECUTED#page2.tif source=PaeTec Software Corp TM Grant - EXECUTED#page3.tif source=PaeTec Software Corp TM Grant - EXECUTED#page4.tif source=PaeTec Software Corp TM Grant - EXECUTED#page5.tif	

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

June 29, 2011

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, PAETEC Software Corp., a New York corporation (the "Grantor") with principal offices at One PaeTec Plaza, 600 Willowbrook Office Park, Fairpoint, NY, 14450, hereby grants to Bank of America, N.A., a national association, as Collateral Agent, with principal offices at 901 Main St., Dallas, TX 75202, (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 Grantor, as such term is defined in the Amended and Restated Security Agreement among the Grantor, 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 Grantor 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.

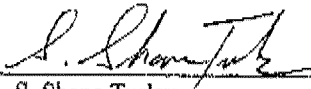
This Grant may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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

TO: ANDREW FESSAK, WHITE & CASE LLP COMPANY: 1155 AVENUE OF THE AMERICAS

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

PAETEC SOFTWARE CORP. Grantor

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

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

By _____
Name:
Title:

TO:ANDREW FESSAK, WHITE & CASE L.P COMPANY:1155 AVENUE OF THE AMERICAS

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

PAETEC SOFTWARE CORP. Grantor

By: _____
Name:
Title:

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

By:  _____
Name:
Title: Antonide (Toni) Thomas
Assistant Vice President

SCHEDULE A

Trademarks

Owner	Mark	App. No.	Reg. No.	App. Date	Reg. Date
PaeTec Software Corp.	BILLING CENTRAL	76350531	2,631,506	Dec. 19, 2001	Oct. 8, 2002
PaeTec Software Corp.	NETWORK STRATEGIES	74227372	1,715,320	Dec. 5, 1991	Sep. 15, 1992 (Renewed Jan. 2, 2003)
PaeTec Software Corp.	REVCHAIN	76180308	2,707,643	Dec. 13, 2000	Apr. 15, 2003
PaeTec Software Corp.	DALEEN		899,735		Jan. 8, 2002
PaeTec Software Corp.	D AND DESIGN		899,736		Jan. 8, 2002
PaeTec Software Corp.	REVCHAIN		904,852		Feb. 28, 2002
PaeTec Software Corp.	POWERING YOUR REVENUE CHAIN		904,855		Feb. 28, 2002

Schedule A-1