

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Speakeasy Broadband Services, LLC		08/25/2010	LIMITED LIABILITY COMPANY: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch		
<b>Street Address:</b>	11 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	bank organized under the laws of Switzerland: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3031837	BROADBAND FOR OPEN MINDS	
Registration Number:	3323238	EASYVOICE	
Registration Number:	3031691	ONELINK	
Registration Number:	2786907	SPEAKEASY	
Registration Number:	2676297	SPEAKEASY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(917)777-4104		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-735-3000		
<b>Email:</b>	kellie.weilbrenner@skadden.com		
<b>Correspondent Name:</b>	Skadden, Arps, Slate, Meagher & Flom LLP		
<b>Address Line 1:</b>	Four Times Square		
<b>Address Line 2:</b>	Attn: Elaine Ziff, Esq.		
<b>Address Line 4:</b>	New York, NEW YORK 10036		

**CH \$140.00 3031837**

ATTORNEY DOCKET NUMBER:	217730/2145
NAME OF SUBMITTER:	elaine d ziff
Signature:	/eziff/
Date:	10/07/2010
Total Attachments: 6 source=Speakeasy Trademark Security Agreement#page1.tif source=Speakeasy Trademark Security Agreement#page2.tif source=Speakeasy Trademark Security Agreement#page3.tif source=Speakeasy Trademark Security Agreement#page4.tif source=Speakeasy Trademark Security Agreement#page5.tif source=Speakeasy Trademark Security Agreement#page6.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of August 25, 2010, made by SPEAKEASY BROADBAND SERVICES, LLC, a Nevada limited liability company (the "Assignor"), located at 2220 O'Toole Avenue, San Jose, California 95131, c/o Covad Communications Group, Inc., in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as administrative agent (together with its successors, in such capacity, the "Administrative Agent" or "Assignee") 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.

### 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 Covad Communications Group, Inc. (the "Borrower"), CCGI Holding Corporation, the banks and other financial institutions or entities from time to time party thereto (the "Lenders") and the Assignee, the Lenders have 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, Borrower, Assignor, 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, Assignor granted to the Assignee, 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 Assignor's Obligations.

WHEREAS, pursuant to the Collateral Agreement, Assignor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and the 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. Grant of Security Interest in Trademarks***

Assignor hereby grants to the Assignee, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by Assignor or in which Assignor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Assignor's Obligations:

(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;

provided, however, that notwithstanding any of the other provisions set forth in this Section 2, in no event shall the security interest granted under this Section 2 attach to any United States intent-to-use trademark or service mark application unless and until evidence of the use of such trademark in interstate commerce is submitted to and accepted by the United States Patent and Trademark Office pursuant to 15 U.S.C. Section 1051(c) or (d) (or successor provisions), provided that after such acceptance, such security interest in such trademark or service mark application shall immediately attach.

## ***Section 3. Collateral Agreement Governs***

The security interests granted pursuant to this Agreement are granted concurrently, and in conjunction, with the security interests granted to the Assignee pursuant to the Collateral Agreement and Assignor hereby acknowledges and affirms that the rights and remedies of the Assignee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

## ***Section 4. Modifications***

None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 10.1 of the Credit Agreement.

***Section 5.     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 6.     Recordation***

Assignor authorizes and requests that the Register of Trademarks of the United States Trademark Office record this Agreement.

***Section 7.     Counterparts***

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

*[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.

ASSIGNOR:

SPEAKEASY BROADBAND SERVICES, LLC

By: \_\_\_\_\_ 

Name: Paul Milley

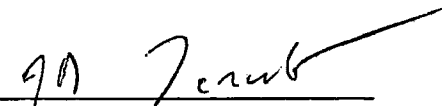
Title: Chief Financial Officer

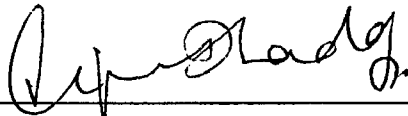
Trademark Security Agreement

**TRADEMARK**  
**REEL: 004291 FRAME: 0424**

ADMINISTRATIVE AGENT AND ASSIGNEE:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH  
(fka, Credit Suisse, Cayman Islands Branch),  
as Administrative Agent and Assignee

By:   
Name: JOHN D. TORONTO  
Title: DIRECTOR

By:   
Name: VIPUL DHADDA  
Title: ASSOCIATE

Schedule A  
to  
Trademark Security Agreement

Trademark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Status/ Comments
BROADBAND FOR OPEN MINDS	US	3031837 (78487568)	12/20/2005 (9/22/2004)	Registered
EASYVOICE	US	3323238 (77105587)	10/30/2007 (2/12/2007)	Registered
ONELINK	US	3031691 (78444120)	12/20/2005 (6/30/2004)	Registered
SPEAKEASY	CTM	6428651	11/12/2007	Registered
SPEAKEASY	US	2786907 (76141700)	11/25/2003 10/5/2000	Registered
SPEAKEASY	US	2676297 (76141402)	1/21/2003 (10/5/2000)	Registered

[Schedule to Trademark Security Agreement]

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**RECORDED: 10/07/2010**

**TRADEMARK  
REEL: 004291 FRAME: 0426**