

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Assignment of Security Interests in Trademarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company Americas, as original administrative and collateral agent		05/31/2011	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A., as successor administrative and collateral agent
<b>Street Address:</b>	Bank of America Plaza
<b>Internal Address:</b>	901 Main Street
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75202-3714
<b>Entity Type:</b>	a National Association: UNITED STATES

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	3177880	PREFERRED ADVANTAGE
Registration Number:	2902483	PREFERRED ADVANTAGE
Registration Number:	2797680	QUALITY
Registration Number:	2826586	STARQUALITY
Registration Number:	2823220	VALUE PREFERRED
Registration Number:	2836445	KEY SYSTEM PREFERRED
Registration Number:	2817177	PREFERRED ADVANTAGE
Registration Number:	3062050	ONELINE PREFERRED
Registration Number:	2806656	SIMPLE PREFERRED
Registration Number:	2789973	PREMIUM PREFERRED
Registration Number:	2741113	ONE SIMPLE CONNECTION

**CORRESPONDENCE DATA**

**900194485**

**TRADEMARK  
 REEL: 004563 FRAME: 0134**

**OP \$290.00 3177880**

Fax Number: (212)354-8113  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2128198200  
Email: fcutajar@whitecase.com  
Correspondent Name: White & Case LLP  
Address Line 1: 1155 Avenue of the Americas  
Address Line 2: Patents & Trademarks  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	128782-0007
NAME OF SUBMITTER:	Frances B. Cutajar
Signature:	/Frances B. Cutajar/
Date:	06/15/2011

Total Attachments: 7  
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## ASSIGNMENT OF SECURITY INTERESTS IN TRADEMARKS

THIS ASSIGNMENT OF SECURITY INTEREST (this "Assignment") dated as of May 31, 2011 is entered into by and between Deutsche Bank Trust Company Americas ("DB" or the "Initial Agent") and Bank of America, N.A. ("Bank of America"). All capitalized terms used herein and not otherwise defined shall have the respective meanings provided such terms in the Restated Credit Agreement referred to below.

WHEREAS, PAETEC Holding Corp. (the "Borrower"), the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and DB as the original Administrative Agent and Collateral Agent thereunder entered into that certain Amended and Restated Credit Agreement, dated as of February 28, 2007, as amended and restated as of May 31, 2011 (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, the Lenders severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth in the Credit Agreement; and

WHEREAS, in connection with the Credit Agreement, the Borrower, Allworx Corp., McLeodUSA LLC (successor in interest to McLeodUSA Incorporated and McLeodUSA Holdings, Inc.), PaeTec Communications, Inc., Quagga Corporation, US LEC LLC (successor in interest to US LEC Corp.), and PAETEC iTel, L.L.C. (formerly known as US LEC iTel, L.L.C.) (collectively, the "Grantors"), and DB, as Collateral Agent, entered into that certain Security Agreement, dated as of February 28, 2007, and amended and restated as of June 29, 2009 (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, McLeodUSA LLC was required to and did execute and deliver a Grant of Security Interest in United States Trademarks whereby McLeodUSA LLC granted to the Initial Agent a security interest in certain trademarks and trademark applications, including, without limitation, those listed on Schedule A attached hereto (the "Secured IP") in each case together with all Proceeds (as such term is defined in the Security Agreement) and products of the Trademarks, the goodwill of the businesses with which the Trademarks are associated, and 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, for the benefit of the Secured Parties;

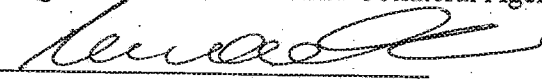
NOW, THEREFORE, (i) for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Initial Agent hereby gives notice of its grant, conveyance, and assignment, on an exclusive basis, to Bank of America, its successors, legal representatives, and assigns, of all the Initial Agent's right, title and interest in and to the Secured IP, including, without limitation, all liens and security interests, and to any renewals and/or extensions thereof, as well as any products and proceeds thereof, including all goodwill, income, royalties, and damages now and hereafter due or payable to the Initial Agent, for past, present, or future infringements and misappropriations, as well as all rights to sue for such infringements and misappropriations, and all rights corresponding to any of the above, including but not limited to

the security interest in the Secured IP recorded with the United States Patent and Trademark Office.

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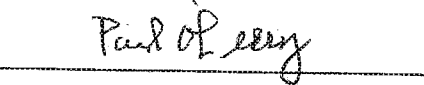
IN WITNESS WHEREOF each of the undersigned has caused this assignment to be executed by its duly authorized officer as of the first date written above.

DEUTSCHE BANK TRUST COMPANY AMERICAS,  
as Original Administrative and Collateral Agent

By: 

Name: Anca Trifan  
Managing Director

Title: \_\_\_\_\_

By: 

Name: Paul O'Leary

Title: Director

BANK OF AMERICA, N.A.  
as Successor Administrative and Collateral Agent to DEUTSCHE BANK TRUST  
COMPANY AMERICAS

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGED AND CONSENTED TO BY:

MCLEODUSA LLC  
as Grantor

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature Page to Assignment of Security Interests in Trademarks]

IN WITNESS WHEREOF each of the undersigned has caused this assignment to be executed by its duly authorized officer as of the first date written above.

DEUTSCHE BANK TRUST COMPANY AMERICAS,  
as Original Administrative and Collateral Agent

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

Name: \_\_\_\_\_

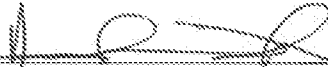
Title: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

BANK OF AMERICA, N.A.,  
as Successor Administrative and Collateral Agent to DEUTSCHE BANK TRUST  
COMPANY AMERICAS

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

Name: Antonikia (Toni) Thomas  
~~Assistant Vice President~~

Title: \_\_\_\_\_

ACKNOWLEDGED AND CONSENTED TO BY:

MCLEODUSA LLC  
as Grantor

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature Page to Assignment of Security Interests in Trademarks]

IN WITNESS WHEREOF each of the undersigned has caused this assignment to be executed by its duly authorized officer as of the first date written above.

DEUTSCHE BANK TRUST COMPANY AMERICAS,  
as Original Administrative and Collateral Agent

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

BANK OF AMERICA, N.A.  
as Successor Administrative and Collateral Agent to DEUTSCHE BANK TRUST  
COMPANY AMERICAS

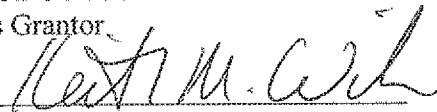
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGED AND CONSENTED TO BY:

MCLEODUSA LLC  
as Grantor

By: 

Name: Keith M. Wilson

Title: Executive Vice President, Chief  
Financial Officer and Treasurer

[Signature Page to Assignment of Security Interests in Trademarks]

Schedule A  
TRADEMARKS

Owner	Mark	App Number	Reg. Number	App Date	Reg. Date
McLeodUSA LLC (successor in interest to McLeodUSA Holdings, Inc.)	PREFERRED ADVANTAGE	78443200	3,177,880	June 29, 2004	Nov. 28, 2006
McLeodUSA LLC (successor in interest to McLeodUSA Holdings, Inc.)	PREFERRED ADVANTAGE	78284794	2,902,483	Aug. 8, 2003	Nov. 9, 2004
McLeodUSA LLC (successor in interest to McLeodUSA Holdings, Inc.)	QUALITY (& Design)	78214019	2,797,680	Feb. 12, 2003	Dec. 23, 2003
McLeodUSA LLC (successor in interest to McLeodUSA Holdings, Inc.)	STARQUALITY	78192779	2,826,586	Dec. 10, 2002	Mar. 23, 2004
McLeodUSA LLC (successor in interest to McLeodUSA Holdings, Inc.)	VALUE PREFERRED	78187892	2,823,220	Nov. 22, 2002	Mar. 16, 2004
McLeodUSA LLC (successor in interest to McLeodUSA Holdings, Inc.)	KEY SYSTEM PREFERRED	78187902	2,836,445	Nov. 22, 2002	Apr. 27, 2004
McLeodUSA LLC (successor in interest to McLeodUSA Holdings, Inc.)	PREFERRED ADVANTAGE	78187886	2,817,177	Nov. 22, 2002	Feb. 24, 2004
McLeodUSA LLC (successor in interest to McLeodUSA Holdings, Inc.)	ONLINE PREFERRED	78187890	3,062,050	Nov. 22, 2002	Feb. 28, 2006
McLeodUSA LLC (successor in interest	SIMPLE PREFERRED	78187901	2,806,656	Nov. 22, 2002	Jan. 20, 2004



to McLeodUSA Holdings, Inc.)					
McLeodUSA LLC (successor in interest to McLeodUSA Holdings, Inc.)	PREMIUM PREFERRED	78187895	2,789,973	Nov. 22, 2002	Dec. 2, 2003
McLeodUSA LLC (successor in interest to McLeodUSA Holdings, Inc.)	ONE SIMPLE CONNECTION	76332376	2,741,113	Oct. 31, 2001	July 29, 2003