

Form PTO-1594
(rev 3/1)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U. S. Department of Commerce
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

NewCom Companies, Inc.

- Individual(s)
- General Partnership
- Corporation Iowa
- Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)

**McLeodUSA Network Services,
Inc.
6400 C. Street, SW
Cedar Rapids, Iowa 52406-3177**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation Iowa
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

Execution Date: October 3, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No(s).

B. Trademark Registration No(s).

**2107017
2107018
2107506**

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

**Diane Kasselmann, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036**

6. Total number of applications/registrations involved: **3**

7. Total fee (37 CFR 3.41) \$ **90**

Check enclosed

All fees and any deficiencies are authorized to be charged to Deposit Account (Our Reference **065890/1**)

8. Deposit Account No. **19-2385**

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Diane Kasselmann

Name



Signature

May 17, 2002

Date

Total number of pages including cover sheet, attachments, and document: 4

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale, Assignment and Assumption Agreement, by and between, NewCom Companies, Inc., a Iowa corporation (hereinafter called "Assignor"), and McLeodUSA Network Services, Inc., a Iowa corporation (hereinafter called "Assignee"), is made and is effective as of October 3, 2000.

RECITALS

- A. Assignor is or may be a party to various contracts, agreements, leases and other documents (collectively, with all amendments, schedules, certificates and other related agreements and documents, the "Contracts").
- B. Assignor is dissolving and liquidating and it desires to assign and transfer all of its assets and all of its right, title and interest in, to and under the Contracts and to assign certain of its obligations and duties, including those under the Contracts and those on its Balance Sheet to Assignee.
- C. Assignee is the sole stockholder of Assignor and it desires to accept the assignment and transfer by Assignor of all of its assets and all of its right, title and interest in, to and under the Contracts and to assume and perform certain of Assignor's obligations and duties as set forth herein.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Bill of Sale. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee, to and for the benefit of Assignee and its successors and assigns, to have and to hold, all right, title and interest of Assignor in, to and under all of Assignor's assets (the "Transferred Assets"), including without limitation the following:
 - a. Cash. All cash and bank accounts.
 - b. Accounts Receivable. All accounts or notes receivable.
 - c. Litigation Rights. Any rights to recovery by Assignor arising out of litigation relating to the business or to the assets.
 - d. Prepaid Expenses and Deposits. Prepaid expenses made by Assignor and deposits held by Assignor and related to the business or to the Transferred Assets.
 - e. Inventory. All inventories of supplies, raw materials, parts, finished goods, work-in-process, product labels and packaging materials that are usable or salable by Assignor in the ordinary course of the business and are owned by Assignor.

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REEL: 002470 FRAME: 0117

f. Equipment. All of the equipment, machinery, vehicles, furniture, fixtures, furnishings and leasehold improvements owned by Assignor and used in the business.

g. Permits. All of the permits, licenses and other approvals held by Assignor and used in the business.

h. Intangible Property. All of (1) the patents, patent applications, copyrights, copyright applications, trade names, trademarks or service marks, corporate names, websites and URL registrations, registered or unregistered and applications therefor, logos, processes, computer programs, software, inventions, trade secrets and other intellectual property rights owned or licensed by Assignor; (2) the patterns, blueprints, forms, specifications, and quality assurance specifications owned by Assignor, whether such properties are located on Assignor's business premises or on the business premises of Assignor's suppliers or other agents; and (3) Assignor's customer, prospect, dealer and distributor lists.

i. Telephone Listings. Assignor's current telephone listings, including without limitation, the right to use the telephone numbers currently being used at the principal offices and other facilities of the business.

j. Books and Records. All books and records of Assignor relating to the Transferred Assets or the business.

k. Goodwill. Goodwill, all related tangibles and intangibles which Assignor uses in the business and all rights to continue to use the Transferred Assets in the conduct of an ongoing business.

2. Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in, to and under the Contracts.

3. Assumption. Assignee hereby (i) assumes and agrees to pay, perform in accordance with and be bound by all of the covenants, terms and obligations contained in the Contracts to be first performed by Assignor under the Contracts after the date hereof (which excludes, among other things, liabilities, obligations and commitments for any breach under such Contracts occurring prior to the close of business on the date hereof), and (ii) assumes the payables and liabilities of Assignor set forth on the latest Balance Sheet of Assignor.


4. Power of Attorney. Effective upon the date hereof, Assignor hereby constitutes and appoints Assignee and its successors or assigns the true and lawful attorney of Assignor in the name and stead of Assignor, but on behalf and for the benefit of Assignee and its successors or assigns, to: (i) endorse the name of Assignor on any and all checks, notes, drafts or other instruments or commercial paper, which may be payable or endorsed to the order of Assignor and which constitute or represent

properties or assets transferred to Assignee; (ii) demand and receive any and all of the properties and assets sold, assigned, transferred, conveyed and delivered to Assignee pursuant to this instrument, and to give receipts and releases for the same, and any part thereof; (iii) from time to time institute and prosecute actions, suits, and demands in the name of Assignor, or otherwise, for the benefit of Assignee and its successors or assigns, which Assignee and its successors or assigns may deem proper in order to collect or reduce to possession any of such properties and assets; or (iv) take any and all actions in relation to said properties, assets, claims and rights which Assignee and its successors or assigns shall deem desirable, hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor and its successors or assigns in any manner or for any reason or cause whatsoever.

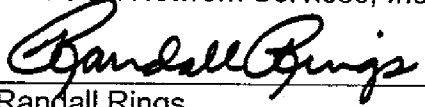
5. Governing Law. All questions concerning the construction, validity and interpretation of this Agreement shall be governed by the internal law of, and not the law of conflicts of, the State of Iowa, and the performance of the obligations imposed by this Agreement shall be governed by the laws of the State of Iowa applicable to contracts made and wholly to be performed in such state.

IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption Agreement to be executed by their duly authorized representatives as of the date first above written.

NewCom Companies, Inc.

BY: 
 J. Lyle Patrick
 Vice President and Chief Financial Officer

McLeodUSA Network Services, Inc.

BY: 
 Randall Rings
 Vice President and Secretary