

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):

**Communications Cable-Laying
Company, Inc.**

Individual(s) Association
 General Partnership Limited Partnership

Corporation **Missouri**

Other

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

2. Name and Address of receiving party(ies)

**McLeodUSA Telecommunications
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 Merger
 Security Agreement Change of Name

Other:

Execution Date: **June 29, 1998**

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

A. Trademark Application No(s).

B. Trademark Registration No(s).

2133469

Additional numbers attached? Yes No

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

**Elaine D. Ziff, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036**

6. Total number of applications/registrations involved: **1**

7. Total fee (37 CFR 3.41) **\$ 40**

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**

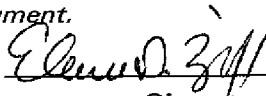
DO NOT USE THIS SPACE

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.

Elaine D. Ziff

Name



Signature

May 17, 2002

Date

Total number of pages including cover sheet, attachments, and document: 5

BILL OF SALE

THIS BILL OF SALE is executed and delivered this 29th day of June, 1998, from Communications Cable-Laying Company, Inc., a Missouri corporation ("3C"), to McLeodUSA Telecommunications Services, Inc., an Iowa corporation ("Telecommunications"). Terms used herein and not defined herein shall have the meaning given to them in the Asset Exchange Agreement described below.

RECITALS:

WHEREAS, McLeodUSA Incorporated, a Delaware corporation, Telecommunications, 3C, James S. Hedges, Hedges Investments, Ltd., a Texas limited partnership, and Hedges & Associates, Inc., a Missouri corporation, have executed and delivered that certain Asset Exchange Agreement dated as April 14, 1998 (the "Asset Exchange Agreement"), which provides for the transfer by 3C to Telecommunications of the Transferred Assets, and the assumption by Telecommunications of the Assumed Liabilities, on the terms and subject to the conditions set forth in the Asset Exchange Agreement; and

WHEREAS, this Bill of Sale is being executed and delivered incident to the Closing of the transactions contemplated by the Asset Exchange Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, subject to the terms of the Asset Exchange Agreement, 3C does hereby sell, transfer, and assign unto Telecommunications, its successors and assigns, forever, all of the rights and incidents of interest of 3C in and under the Transferred Assets as of the Closing Date, **TO HAVE AND TO HOLD** the Transferred Assets hereby sold, transferred, and assigned unto Telecommunications, its successor and assigns forever.

1. Notwithstanding anything to the contrary provided for in this Bill of Sale, the Transferred Assets shall in no event include those items described in Section 2 of the Asset Exchange Agreement.

2. 3C hereby irrevocably constitutes and appoints Telecommunications, its successors and assigns, the true and lawful agent and attorney-in-fact of 3C, with full power of substitution, in the name of Telecommunications or in the name of 3C but on behalf of and for the benefit of Telecommunications, to collect all the Transferred Assets to be transferred to Telecommunications as provided herein; to institute and prosecute, in the name of 3C or otherwise, all proceedings which Telecommunications may deem proper in order to collect, assert, or enforce any claim, right, or title of any kind in and to the Transferred Assets conveyed, transferred and delivered hereunder; to defend and compromise any and all actions, suits, or proceedings in respect thereof; and to do all such acts and things in relation thereto as Telecommunications shall deem advisable. 3C agrees that the foregoing powers are coupled with an interest and shall be irrevocable by 3C by the dissolution of 3C or in any manner or for any reason.

3. 3C covenants that 3C will, without further consideration, and whenever and as often as reasonably requested to do so by Telecommunications, its successors and assigns, use reasonable efforts to execute and deliver such additional documents and instruments of conveyance, transfer and assignment, and to do, or cause to be done, all things necessary, proper, or advisable to more effectively convey, transfer to, assign, and vest in Telecommunications, its successors and assigns, and to put Telecommunications, its successors and assigns, in actual possession and operating control of the Transferred Assets conveyed, transferred, assigned, or delivered hereunder.

4. Nothing in this Bill of Sale, express or implied, is intended or shall be construed to confer upon or to give to any person, firm, or corporation, other than Telecommunications and its successors or assigns, any rights or remedies under or by reason of this Bill of Sale.

5. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, 3C has executed this Bill of Sale as of the date first above written.

COMMUNICATIONS CABLE-LAYING COMPANY, INC.

By: James S. Hedges
James S. Hedges, President

STATE OF MISSOURI)
COUNTY OF Greene) ss:

On this 29th day of June, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared James S. Hedges, to me personally known, who being by me duly sworn, did say that he is the President of the corporation executing the within and foregoing instrument to which this is attached, that (no seal has been procured by the) (the seal affixed thereto is the seal of the) corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; and that he as President of the corporation acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

Sherril L. Bay
Notary Public
Commission expires: 2/20/99

SHERRIL BAY Notary Public
Greene County State of Missouri
My Commission Expires 2/20/99

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of this 29th day of June, 1998, by and between Communications Cable-Laying Company, Inc., a Missouri corporation ("Grantor"), and McLeodUSA Telecommunications Services, Inc., an Iowa corporation ("Grantee"). Capitalized terms used herein and not defined herein shall have the meanings given to them in the Asset Exchange Agreement described below.

RECITALS:

WHEREAS, Grantor, Grantee, McLeodUSA Incorporated, a Delaware corporation, Hedges & Associates, Inc., a Missouri corporation, Hedges Investments, Ltd., a Texas limited partnership, and James S. Hedges have executed and delivered that certain Asset Exchange Agreement dated as of April 14, 1998 (the "Asset Exchange Agreement"), the terms of which are incorporated herein by reference, which provides for the transfer by Grantor to Grantee of the Transferred Assets, and the assumption by Grantee of the Assumed Liabilities, on the terms and subject to the conditions set forth in the Asset Exchange Agreement;

WHEREAS, Grantor and Grantee are as of the date hereof closing the transactions contemplated by the Asset Exchange Agreement; and

WHEREAS, in connection with the consummation of the transactions contemplated by the Asset Exchange Agreement, Grantor has agreed to assign the Contracts other than the Excluded Contracts to Grantee and Grantee has agreed to assume the Contracts other than the Excluded Contracts.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms of the Asset Exchange Agreement, and in consideration of the mutual covenants and agreements contained therein, the Grantor and Grantee hereby agree as follows:

1. Subject to the terms and conditions of the Asset Exchange Agreement, Grantor hereby sells, transfers, and assigns unto Grantee, its successors and assigns, forever, all of the rights and incidents of interest of Grantor in and to all of the Contracts and the Customer Contracts other than the Excluded Contracts, **TO HAVE AND TO HOLD** such Contracts and Customer Contracts with all the appurtenances thereto, unto Grantee, its successors and assigns, for their use forever.

2. Grantor hereby irrevocably constitutes and appoints Grantee, its successors and assigns, the true and lawful agent and attorney-in-fact of Grantor, with full power of substitution, in the name of Grantee or in the name of Grantor but on behalf of and for the benefit of Grantee, to collect for the account of Grantee all Contracts and Customer Contracts other than the Excluded Contracts to be transferred to Grantee as provided herein; to endorse checks received in connection therewith; to institute and prosecute, in the name of Grantor or otherwise, all proceedings which Grantee may deem proper in order to collect, assert, or enforce any claim, right, or title of any kind in and to the Contracts and Customer Contracts other than the Excluded Contracts conveyed, transferred and delivered hereunder; to defend and compromise any and all actions, suits, or proceedings in respect of any thereof; and to do all such acts and things in relation thereto as Grantee shall deem advisable. Grantor agrees that the foregoing powers are coupled with an interest and shall be irrevocable by Grantor by the dissolution of Grantor or in any manner or for any reason. Grantor further agrees that Grantee shall retain for its own account any amounts collected pursuant to the foregoing powers, including any sums payable as interest in respect thereof, and Grantor agrees to pay to Grantee, when received, any amounts which shall be received by Grantor in respect of any items transferred to Grantee as provided herein.

3. Grantee hereby agrees to assume and thereafter pay, perform, or otherwise discharge, as and when the same shall become due and payable, and hold Grantor harmless from the Assumed Liabilities.

4. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon or to give to any person, firm, or corporation, other than the parties hereto and their respective successors or assigns, any rights or remedies under or by reason of this Agreement.

5. This Agreement may be executed in one or more counterparts for the convenience of the parties hereto, all of which together shall constitute one and the same instrument.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

COMMUNICATIONS CABLE-LAYING COMPANY, INC.

By: James S. Hedges
James S. Hedges, President

MCLEODUSA TELECOMMUNICATIONS SERVICES, INC.

By: Joseph Ceryanec
Name: JOSEPH CERYANEC
Title: VICE PRESIDENT

EXHIBIT A

TRANSFERRED ASSETS

- (a) 3C's customer base of long distance customers, local service customers, calling card customers and 800/888 customers and related customer data
- (b) all customer deposits and prepaid items;
- (c) letters of agency, PIC form, LEC orders, LEC correspondence, install date, billing records, internal order forms, customer contact lists;
- (d) all installed dialers held by 3C;
- (e) all accounts receivable outstanding on the Closing Date;
- (f) office furniture, furnishings, machinery; supplies, switching equipment and computer equipment;
- (g) all leasehold interests in real property and leasehold improvements made by 3C;
- (h) all business and other books, papers, files and records pertaining to the operation and business of 3C, but not the articles of incorporation, bylaws, minute book, stock transfer records or other corporate records of 3C;
- (i) all Intellectual Property and all telephone numbers used by 3C;
- (j) all rights and privileges with respect to the Contracts other than the Excluded Contracts;
- (k) all easements and rights of way for fiber or cable, if any; and
- (l) all of the assets set forth on the Balance Sheet other than those included in Retained Assets.