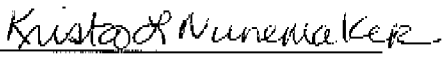


Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇄ ⇄ ⇄	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): BNP Paribas, as Administrative Agent <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>France corporation</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Altrio Communications, Inc.</u> Internal Address: _____ Address: _____ Street Address: <u>2702 Media Center Drive</u> City: <u>Los Angeles</u> State: <u>CA</u> Zip: <u>90065</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</small> Additional name(s) & address(es) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Release of security interest, effective as of January 8, 2003</u> Execution Date: <u>January 9, 2003</u>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ <u>76/245716 76/245717</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No B. Trademark Registration No.(s) _____ <u>2506310</u> <u>2533914</u> <u>2533915</u> <u>2634597</u> <u>2612320</u> <u>2630973</u>	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Krista L. Nunemaker</u> Internal Address: <u>Kirkland & Ellis</u> _____ Street Address: <u>200 E. Randolph Drive</u> _____ City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u>	6. Total number of applications and registrations involved: 8 7. Total fee (37 CFR 3.41).....\$ <u>215.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account for any additional fees and/or credits 8. Deposit account number: <u>22-0440</u>	
DO NOT USE THIS SPACE		
9. Signature. <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> <u>Krista L. Nunemaker</u> Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> <u>1-14-03</u> Date </div> </div> <div style="text-align: center; margin-top: 5px;"> Total number of pages including cover sheet, attachments, and document: 6 </div>		

CONTINUATION OF BLOCK 2**ADDITIONAL NAMES OF RECEIVING PARTIES**

Altrio Communications, LLC
(a Delaware limited liability company)
c/o Frontenac VIII Limited Partnership
135 S. LaSalle Drive, Suite 3800
Chicago, Illinois 60603

Altrio Communications Holdings, Inc.
(a Delaware corporation)
c/o Frontenac VIII Limited Partnership
135 S. LaSalle Drive, Suite 3800
Chicago, Illinois 60603

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of January 8, 2003 ("Effective Date") by and among Altrio Communications, Inc., a Delaware corporation ("Borrower"), Altrio Communications, LLC, a Delaware limited liability company ("Parent"), Altrio Communications Holdings, Inc., a Delaware corporation ("Intermediate Holdco"), each of the subsidiaries of the Borrowers listed on Schedule I to the Security Agreement (as defined below) (each such subsidiary, individually a "Subsidiary Guarantor" and, collectively, the "Subsidiary Guarantors;" the Subsidiary Guarantors, the Borrower, the Parent, and the Intermediate Holdco are referred to collectively as the "Grantors"), and BNP Paribas, as administrative agent under the Credit Agreement ("Grantee").

WHEREAS, pursuant to the Security Agreement by and between the Grantors and Grantee dated October 29, 2001 (the "Security Agreement"), Grantors granted to Grantee a security interest in and to all of Grantors' right, title and interest in and to all trademarks, services marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles owned by the Grantors, and registrations of and applications to register the foregoing, including, without limitation, the United States trademark registrations set forth on Schedule A attached hereto and the United States applications for trademark registration set forth on Schedule B attached hereto, in each case, together with the goodwill associated therewith (collectively, the "Trademarks");

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on November 21, 2001, at Reel 2397, Frame 0656; and

WHEREAS, the Grantors have paid all of the outstanding indebtedness to Grantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademarks.

Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademarks; and (iii) it has not recorded or otherwise evidenced its security interest with respect to any of the Trademarks, other than those of the foregoing set forth on Schedule A and Schedule B, in any jurisdiction throughout the world.

Grantee shall, at Grantors' expense, take all further actions, and provide to Grantors, their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantors to more fully and effectively effectuate the purposes of this Release.

* * * * *

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

BNP PARIBAS

Lynne S. Randall
Name: LYNNE S. RANDALL
Title: Managing Director

Thomas L. Foerster
Name: THOMAS L. FOERSTER
Title: Director

STATE OF New York)
) SS.

COUNTY OF Queens)

On January 9th 2003, there appeared before me Lynne S. Randall personally known to me, who acknowledged that he/she executed the Release in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which he/she executed, executed the instrument.

Maria C. Pellegrino
Notary Public
MARIA C. PELLEGRINO
Notary Public, State of New York
No. 01PE6039948
Qualified in Queens County
Commission Expires 04/10/20 DCe

STATE OF New York)
) SS.

COUNTY OF Queens)

On January 9th 2003, there appeared before me THOMAS L. FOERSTER personally known to me, who acknowledged that he/she executed the Release in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which he/she executed, executed the instrument.

Maria C. Pellegrino
Notary Public
MARIA C. PELLEGRINO
Notary Public, State of New York
No. 01PE6039948
Qualified in Queens County
Commission Expires 04/10/20 DCe

SCHEDULE A**U.S. TRADEMARK REGISTRATIONS**

TRADEMARK	APP. NO./ FILING DATE	REG. NO./ REG. DATE	OWNER
Altrio	76/148858 10/18/2000	2506310 11/13/2001	Altrio Communications, Inc.
Altrio Communications, Inc. and design	76/148872 10/18/2000	2533914 01/29/2002	Altrio Communications, Inc.
Altrio Communications	76/148873 10/18/2000	2533915 01/29/2002	Altrio Communications, Inc.
TrueTel	76/265975 06/01/2001	2634597 10/15/2002	Altrio Communications, Inc.
BoxSeat	76/265976 06/01/2001	2612320 08/27/2002	Altrio Communications, Inc.
ProSpeed	76/270646 06/13/2001	2630973 10/08/2002	Altrio Communications, Inc.

SCHEDULE B**U.S. TRADEMARK APPLICATIONS**

TRADEMARK	APP. NO./ FILING DATE	REG. NO./ REG. DATE	OWNER
One Connection Infinite Possibilities	76/245716 04/24/2001	Pending	Altrio Communications, Inc.
One Home One Connection	76/245717 04/24/2001	Pending	Altrio Communications, Inc.



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

JANUARY 27, 2003

PTAS

KIRKLAND & ELLIS
KRISTA L. NUNEMAKER
200 E. RANDOLPH DRIVE
CHICAGO, IL 60601

700022975A

~~*700022975A*~~

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 700022975

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. EXAM CUSTOMER ACCOUNT OVERDRAWN NO FUNDS
2. A FEE WAS NOT SUBMITTED WITH THIS DOCUMENT. AUTHORIZATION TO CHARGE WAS NOT GRANTED. THE REQUIRED FEE IS \$215 .

STEVEN POST, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

KIRKLAND & ELLIS

Fax Transmittal

200 East Randolph Drive
Chicago, Illinois 60601
Phone: (312) 861-2000
Fax: (312) 861-2200

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<i>To:</i>	<i>Company:</i>	<i>Fax #:</i>	<i>Direct #:</i>	
Assignment Division	U.S. Patent and Trademark Office	703-306-5995		
<i>From:</i>	<i>Date:</i>	<i>Pages w/cover:</i>	<i>Fax #:</i>	<i>Direct #:</i>
Renee M. Prescan	January 23, 2003	8	(312) 660-0471	(312) 861-6371

Message: