

02-07-2003

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
Tab settings ⇌ ⇌ ⇌ ▼



U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

102359147

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

1. Name of conveying party(ies):

JP Morgan Chase Bank 2.3.03

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance: (See Rider)

- Assignment
- Security Agreement
- Other Release of Security Agreement: SA recorded 9/21/01/0745; 2/4/0744; 2/4/0447; 2505/0516
- Merger
- Change of Name

Execution Date: 12/31/02

2. Name and address of receiving party(ies)

Name: McLeodUSA Incorporated; See Rider  
Internal Address: McLeodUSA Technology Park

Street Address: 6400 C Street, S.W.  
City: Cedar Rapids State: IA Zip: 52406-3177

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- 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

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

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 2622489, 1887489  
1993425, 2063931, 2148186, 2136588

Additional number(s) attached  Yes  No

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

Name: Leon Hirth

Internal Address: King & Spalding LLP

Street Address: 1185 Avenue of the Americas

City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

No. 11-0980

DO NOT USE THIS SPACE

9. Signature.

Leon Hirth  
Name of Person Signing

*Leon Hirth*  
Signature

2/3/03  
Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

02/06/2003 6TON11 00000150 2622489

01 FC:8521  
02 FC:8522

40.00 DP  
125.00 DP

TRADEMARK  
REEL: 002666 FRAME: 0246

## **2. Additional Names and Addresses of Receiving Parties:**

McLeodUSA Holdings, Inc.  
McLeodUSA Technology Park  
6400 C. Street, SW  
Cedar Rapids, Iowa 52406-3177  
Corporation

McLeodUSA Telecommunications Services, Inc.  
McLeodUSA Technology Park  
6400 C. Street, SW  
Cedar Rapids, Iowa 52406-3177  
Corporation

McLeodUSA Market Response, Inc.  
McLeodUSA Technology Park  
6400 C. Street, SW  
Cedar Rapids, Iowa 52406-3177  
Corporation

Consolidated Market Response, Inc.  
McLeodUSA Technology Park  
6400 C. Street, SW  
Cedar Rapids, Iowa 52406-3177  
Corporation

McLeodUSA Telecom Development, Inc.  
McLeodUSA Technology Park  
6400 C. Street, SW  
Cedar Rapids, Iowa 52406-3177  
Corporation

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

McLeodUSA Purchasing, L.L.C.  
McLeodUSA Technology Park  
6400 C. Street, SW  
Cedar Rapids, Iowa 52406-3177  
L.L.C.

McLeodUSA Integrated Business Systems, Inc.  
McLeodUSA Technology Park  
6400 C. Street, SW

Cedar Rapids, Iowa 52406-3177  
Corporation

McLeodUSA Public Services, Inc.  
McLeodUSA Technology Park  
6400 C. Street, SW  
Cedar Rapids, Iowa 52406-3177  
Corporation

McLeodUSA Community Telephone, Inc.  
McLeodUSA Technology Park  
6400 C. Street, SW  
Cedar Rapids, Iowa 52406-3177  
Corporation

Dakota Community Telephone, Inc.  
McLeodUSA Technology Park  
6400 C. Street, SW  
Cedar Rapids, Iowa 52406-3177  
Corporation

McLeodUSA Information Services, Inc.  
McLeodUSA Technology Park  
6400 C. Street, SW  
Cedar Rapids, Iowa 52406-3177  
Corporation

Caprock Communications Corp.  
McLeodUSA Technology Park  
6400 C. Street, SW  
Cedar Rapids, Iowa 52406-3177  
Corporation

Caprock Telecommunications Corp.  
McLeodUSA Technology Park  
6400 C. Street, SW  
Cedar Rapids, Iowa 52406-3177  
Corporation

Caprock Fiber Network, LTD.  
McLeodUSA Technology Park  
6400 C. Street, SW  
Cedar Rapids, Iowa 52406-3177  
Corporation

Caprock Telecommunications Leasing Corp.  
McLeodUSA Technology Park  
6400 C. Street, SW

Cedar Rapids, Iowa 52406-3177  
Corporation

Caprock Design Services, L.P.  
McLeodUSA Technology Park  
6400 C. Street, SW  
Cedar Rapids, Iowa 52406-3177  
Limited Partnership

Caprock Network Services, L.P.  
McLeodUSA Technology Park  
6400 C. Street, SW  
Cedar Rapids, Iowa 52406-3177  
Limited Partnership

Intelispan, Inc.  
McLeodUSA Technology Park  
6400 C. Street, SW  
Cedar Rapids, Iowa 52406-3177  
Corporation

Devise Associates, Inc.  
McLeodUSA Technology Park  
6400 C. Street, SW  
Cedar Rapids, Iowa 52406-3177  
Corporation

### **3. Nature of Conveyance:**

Please note the Original Security Agreement was executed 05/31/00 and recorded in the U.S. Patent and Trademark office on 06/26/00 at 2101/0745.

The Security Agreement was amended and restated and combined into a single Amended and Restated Security Agreement executed 04/16/02 and recorded in the U.S. Patent and Trademark office on 04/25/02 at 2491/0794; on 04/25/02 at 2491/0447; and on 04/25/02 at 2505/0516.

## RELEASE

This **RELEASE** ("Release") dated as of this 31<sup>st</sup> day of December 2002 by and among JPMORGAN CHASE BANK (f/k/a THE CHASE MANHATTAN BANK) ("Assignor"), a New York banking corporation, located at 270 Park Avenue, New York, New York, as Collateral Agent for the Secured Parties (as defined in the Borrower Security Agreement (as defined below)) and MCLEODUSA INCORPORATED, MCLEODUSA HOLDINGS, INC., MCLEODUSA TELECOMMUNICATIONS SERVICES, INC., MCLEODUSA MARKET RESPONSE, INC., CONSOLIDATED MARKET RESPONSE, INC., MCLEODUSA TELECOM DEVELOPMENT, INC., MCLEODUSA NETWORK SERVICES, INC., MCLEOD PURCHASING, L.L.C., MCLEODUSA INTEGRATED BUSINESS SYSTEMS, INC., MCLEODUSA PUBLIC SERVICES, INC. MCLEODUSA COMMUNITY TELEPHONE, INC., DAKOTA COMMUNITY TELEPHONE, INC., MCLEODUSA INFORMATION SERVICES, INC., CAPROCK COMMUNICATIONS CORP., CAPROCK TELECOMMUNICATIONS CORP., CAPROCK FIBER NETWORK, LTD., CAPROCK TELECOMMUNICATIONS LEASING CORP., CAPROCK DESIGN SERVICES, L.P., CAPROCK NETWORK SERVICES, L.P., INTELISPAN, INC., DEVISE ASSOCIATES, INC., each of which is or has become a party (as provided in Section 7.16 of the Security Agreement) to the Security Agreement (collectively with their subsidiaries, successors and assigns, "Assignees"), and each of which is located at McLeodUSA Technology Park, 6400 C Street, SW, Cedar Rapids, Iowa 52406-3177:

**WHEREAS**, the Assignees, entered into (i) the Borrower Security Agreement, dated as of May 31, 2000 (the "Borrower Security Agreement"), and (ii) the Subsidiary Security Agreement, dated as of May 31, 2000 ("Subsidiary Security Agreement"), which was recorded in the U.S. Patent and Trademark office on June 26, 2000 at 2101/0745;

**WHEREAS**, the Borrower Security Agreement and the Subsidiary Security Agreement were subsequently amended and restated and combined into a single Amended and Restated Security Agreement, dated as of April 16, 2002 (collectively, the "Security Agreement"), which was recorded in the U.S. Patent and Trademark office on April 25, 2002 at 2491/0794; on April 25, 2002 at 2491/0447; and on April 25, 2002 at 2505/0516;

**WHEREAS**, pursuant to the Security Agreement, the Assignees assigned and pledged to Assignor, its successors and assigns, for the ratable benefit of the Secured Parties (as defined in the Security Agreement), and granted to the Assignor, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest (the "Security Interest"), in all right, title or interest in or to any and all of the Guaranteed Obligations Collateral (as defined in the Security Agreement), to secure the payment or performance of the Guaranteed Obligations (as defined in the Security Agreement);

**WHEREAS**, the Guaranteed Obligations Collateral includes, among other assets, the U.S. registered trademarks listed on Schedule A hereto (the "Marks"); and

**WHEREAS**, the Assignees have requested that Assignor release all its right, title and interest in, to and under the Marks;

**NOW, THEREFORE**, in connection with the above premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby agrees as follows:

1. Assignor hereby releases all right, title, and interest in the Marks and reassigns all right, title and interest in the Marks, including without limitation, all goodwill associated with and symbolized thereby, to Assignees and their respective successors and assigns.

2. This Release shall be limited to and solely affect the Marks and shall not apply to, affect or impair any right, title or interest of Assignor or any other Secured Party in, to, and under any other Guaranteed Obligations Collateral.

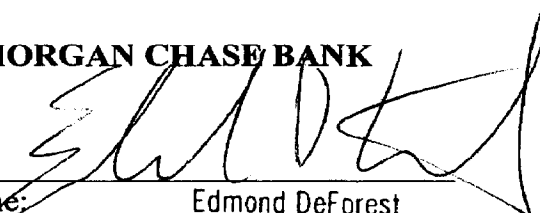
3. The Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record this Release.

4. This Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

(Intentionally left blank)

**IN WITNESS WHEREOF**, Assignor has caused this **RELEASE** to be duly executed by its officer thereunto duly authorized as of the 31<sup>st</sup> day of December, 2002.

**JPMORGAN CHASE BANK**

By:   
Name: Edmond DeForest  
Title: Vice President

Schedule A to Release

<b>TRADEMARK</b>	<b>REG. NO (SERIAL NO.)</b>	<b>DATE REGISTERED (DATE FILED)</b>
FASTDIRECT/DSL	2622489	9/17/02
CONSOLIDATED	1887489	4/4/95
FROM VISION COME VALUES	1993425	8/13/96
CCINET	2063931	5/20/97
FINALLY, IT ALL FITS	2148186	3/31/98
CONSOLIDATED MARKET RESPONSE	2136588	2/17/98

468882.07-New York Server 1A - MSW

RECORDED: 02/03/2003

TRADEMARK  
REEL: 002666 FRAME: 0253