

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):

**Royal Bank of Canada
1 Liberty Plaza
165 Broadway, 4th Floor
New York, NY 10006-1404**

☐ Individual(s) ☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation

☒ Other – **Canadian Chartered Bank**

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

3. Nature of conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other – **Release of Lien in Intellectual Property**

Execution Date: **October 6, 2003**

2. Name and Address of receiving party(ies)

**ICG Communications Inc.
161 Inverness Drive West
Englewood, CO 80112**

☐ Individual(s) citizenship

☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation - **Delaware**
☐ 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).

Please see attached

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: **14**

7. Total fee (37 CFR 3.41) **\$365**

☒ All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 692310/1)

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

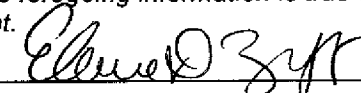
DO NOT USE THIS SPACE

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

November 20, 2003

Date

Total number of pages including cover sheet, attachments, and document: **9**

CH \$365.00 192385 75260581

Page 2**CONTINUATION OF ITEM 1. Names of Additional Conveying Parties:**

ICG ChoiceCom Management, LLC
161 Inverness Drive West
Englewood, CO 80112
Delaware Limited Liability Company

ICG Consolidated, Inc.
161 Inverness Drive West
Englewood, CO 80112
Corporation - Delaware

ICG Equipment, Inc.
161 Inverness Drive West
Englewood, CO 80112
Corporation - Colorado

ICG Holdings, Inc.
161 Inverness Drive West
Englewood, CO 80112
Corporation - Colorado

ICG Mountain View, Inc.
161 Inverness Drive West
Englewood, CO 80112
Corporation - Colorado

ICG Services, Inc.
161 Inverness Drive West
Englewood, CO 80112
Corporation - Delaware

ICG Telecom Group, Inc.
161 Inverness Drive West
Englewood, CO 80112
Corporation - Colorado

ICG Telecom Group of Virginia, Inc.
161 Inverness Drive West
Englewood, CO 80112
Corporation - Virginia

Nikonet, LLC

161 Inverness Drive West
Englewood, CO 80112
Georgia Limited Liability Company

CONTINUATION OF ITEM 4. Trademark Application and Registration Numbers

A. Trademark Application No(s).	B. Trademark Registration No(s).
75/260581	2326233
76/104973	2315289
	2363042
	2297397
	2315341
	2359079
	2324176
	2252950
	2270982
	2036545
	2003052
	1428751

RELEASE OF LIEN IN INTELLECTUAL PROPERTY

This RELEASE OF LIEN IN INTELLECTUAL PROPERTY (this "Agreement") dated as of this 6th day of October, 2003, is made by Royal Bank of Canada, located at 1 Liberty Plaza, 165 Broadway, 4th Floor, New York, NY, 10006-1404, as collateral agent (the "Assignor") for the Secured Parties (as defined in the Credit Agreement referred to below), in favor of IGC Communications Inc., a Delaware Corporation located at 161 Inverness Drive West, Englewood, CO 80112, and the other Persons listed on Exhibit A hereto (individually and collectively, the "Assignees"). Unless otherwise defined herein, or the context otherwise requires, terms used in this Agreement, have the meanings provided in the Credit Agreement (as defined below).

WHEREAS, IGC Communications, Inc. entered into a Credit Agreement dated as of July 25, 2002 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Assignor and the lenders party thereto.

WHEREAS, as a condition precedent to the making of Advances by the Lenders under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, Assignor and Assignees executed and delivered a certain Security Agreement, dated October 10, 2002, by the Assignees to the Assignor (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and that certain Intellectual Property Security Agreement, dated October 10, 2002 by the Assignor and Assignees (the "Intellectual Property Security Agreement");

WHEREAS, under the terms of the Security Agreement and the Intellectual Property Security Agreement, the Assignees have granted to the Assignor, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Assignees, and have recorded the Intellectual Property Security Agreement in the U.S. Patent and Trademark Office on November 13, 2002 at Reel 2619/Frame 0380; and

WHEREAS, as the Secured Obligations have been satisfied and paid in full, the Assignor has agreed to terminate security interest granted to it by Assignee including the release of Assignor's security interest in the Assignee's intellectual property.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

1. Release. The Assignor hereby releases any and all of its right, title and interest in and to the following (the "Collateral"), and all rights of Assignor therein hereby revert to Assignee.

- (i) all patents and patent applications;

(ii) all trademark and service mark registrations and applications, including those set forth in Exhibit B hereto; together with the goodwill symbolized thereby (the "Trademarks");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Assignees including copyright registration applications and exclusive copyright licenses (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations for any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Assignees accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

2. Recordation. Assignees authorize and request that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Agreement.

3. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized as of the date first above written.

ROYAL BANK OF CANADA, as collateral agent

By: 

Name: RIZWAN AHMAD
SENIOR MANAGER

Title: _____

RELEASE OF LIEN IN INTELLECTUAL PROPERTY**Exhibit A****Assignees**

ICG Communications, Inc., a Delaware Corporation located at 161 Inverness Drive West, Englewood, CO 80112.

ICG ChoiceCom Management, LLC, a Delaware limited liability company, located at 161 Inverness Drive West, Englewood, CO 80112.

ICG Consolidated, Inc., a Delaware corporation, located at 161 Inverness Drive West, Englewood, CO 80112.

ICG Equipment, Inc., a Colorado corporation, located at 161 Inverness Drive West, Englewood, CO 80112.

ICG Holdings, Inc., a Colorado corporation, located at 161 Inverness Drive West, Englewood, CO 80112.

ICG Mountain View, Inc., a Colorado corporation, located at 161 Inverness Drive West, Englewood, CO 80112.

ICG Services, Inc., a Delaware corporation, located at 161 Inverness Drive West, Englewood, CO 80112.

ICG Telecom Group, Inc., a Colorado corporation, located at 161 Inverness Drive West, Englewood, CO 80112.

ICG Telecom Group of Virginia, Inc., a Virginia corporation, located at 161 Inverness Drive West, Englewood, CO 80112.

Nikonet, LLC, a Georgia limited liability company, located at 161 Inverness Drive West, Englewood, CO 80112.

RELEASE OF LIEN IN INTELLECTUAL PROPERTY**Exhibit B****Trademarks**

GRANTOR	TRADEMARK	COUNTRY	REG. NO.	APPLIC NO.	FILING DATE	ISSUE DATE
ICG Communications, Inc.	ICG COMMUNICATIONS AND DESIGN	US	2326233	75/653915	03/04/1999	Registered 03/07/2000
ICG Communications, Inc.	ICG	US	2315289	75/363242	09/25/1997	Registered 02/08/2000
ICG Communications, Inc.	ICG	US	2363042	75/499256	06/09/1998	Registered 06/27/2000
ICG Communications, Inc.	ICG COMMUNICATIONS, INC.	US	2297397	75/402067	12/08/1997	Registered 12/07/1999
ICG Communications, Inc.	DESIGN ONLY [ICG LOGO (diamond)]	US	N/A	75/260581	03/20/1997	N/A
ICG Communications, Inc.	ICG TELECOM GROUP, INC.	US	2315341	75/402060	12/08/1997	Registered 02/08/2000
ICG Communications, Inc.	ICG FIBER OPTIC TECHNOLOGIES	US	2359079	75/402065	12/08/1997	Registered 06/20/2000
ICG Communications, Inc.	HELLO ICG	US	2324176	75/653524	03/04/1999	Registered 02/29/2000
ICG Communications, Inc.	ICONVERGE	US	N/A	76/104973	08/07/2000	N/A
ICG Communications, Inc.	ICG SATELLITE SERVICES	US	2252950	75/402066	12/08/1997	Registered 06/15/1999
ICG ChoiceCom, L.P.	CHOICECOM	US	2270982	75/229407	01/09/1997	Registered 08/17/1999
Communications Buying Group, Inc.	CBG VOICE MAIL	US	2036545	74/695,134	06/29/1995	Registered 02/11/1997
Communications Buying Group, Inc.	CBG & DESIGN	US	2003052	75/003,239	10/10/1995	Registered 09/24/1996
Bay Area Teleport, Inc.	BAY AREA TELEPORT	US	1428751	73/526580	03/12/1985	Registered 02/10/1987

GRANTOR	TRADEMARK	COUNTRY	REG. NO.	APPLIC NO.	FILING DATE	ISSUE DATE
ICG Telecom Group, Inc.	THE LOUISVILLE PHONE COMPANY	US State Registration in Kentucky	11391	N/A	N/A	Registered 04/20/1998