

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wiltel Communications Group, Inc.		03/10/2004	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	901 Main Street
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	78333745	CONNECTOPIA
Serial Number:	78333732	WILTEL COMMUNICATIONS

CORRESPONDENCE DATA

Fax Number: (212)878-8375
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2128788300
 Email: trademark.group@cliffordchance.com
 Correspondent Name: Clifford Chance US LLP
 Address Line 1: 200 Park Avenue
 Address Line 4: New York, NEW YORK 10166-0153

ATTORNEY DOCKET NUMBER:	6540-13
NAME OF SUBMITTER:	Melissa Scanzillo

Total Attachments: 4
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TRADEMARK SUPPLEMENT

TRADEMARK SUPPLEMENT dated as of March 10, 2004 (the "**Supplement**") between WITEL COMMUNICATIONS GROUP, INC., a Nevada corporation (the "**Loan Party**") and BANK OF AMERICA, N.A., as administrative agent (the "**Administrative Agent**").

WHEREAS, reference is hereby made to that certain Second Amended and Restated Credit and Guaranty Agreement dated as of September 8, 1999, as amended and restated as of April 25, 2001, and as further amended and restated as of October 15, 2002 (as such agreement may be further amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "**Credit Agreement**") among WilTel Communications, LLC (formerly known as Williams Communications, LLC), (the "**Borrower**"), the guarantors referred to therein, the lenders referred to therein (the "**Lenders**"), the Administrative Agent, JPMorgan Chase Bank (formerly known as The Chase Manhattan Bank), as Syndication Agent, and Salomon Smith Barney Inc. and Merrill Lynch & Co., as Co-Documentation Agents, pursuant to which the Lenders made loans to the Borrower and the Issuing Banks (as defined in the Credit Agreement) have agreed to issue letters of credit for the account of the Borrower subject to the terms and provisions of the Credit Agreement;

WHEREAS, reference is hereby made to that certain Amended and Restated Security Agreement dated as of April 23, 2001, as amended and restated as of October 15, 2002 (as such agreement may be further amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "**Security Agreement**"), among the Administrative Agent and each of the Loan Parties who are signatories thereto (the "**Existing Loan Parties**"), pursuant to which each of the Existing Loan Parties granted, pledged, assigned and hypothecated to the Administrative Agent (for the benefit of the Secured Parties (as defined in the Credit Agreement)), a security interest in all right, title and interest of such Existing Loan Party in and to the Collateral, to secure such Existing Loan Party's Obligations;

WHEREAS, reference is hereby made to that certain Amended and Restated Trademark Security Agreement, dated as of April 23, 2001, as amended and restated as of October 15, 2002 (as the same may be amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "**Trademark Security Agreement**"), between the Existing Loan Parties and the Administrative Agent, pursuant to which each of the Existing Loan Parties granted to the Administrative Agent (for the benefit of the Secured Parties), as security for such Existing Loan Party's Obligations, a continuing security interest in all of such Existing Loan Party's right, title and interest in and to the Trademark Collateral, as more fully set forth in the Trademark Security Agreement;

WHEREAS, the Loan Party has acquired or created additional Trademark Collateral since the date of execution of the Trademark Security Agreement and the most recent Supplement and holds certain additional Trademarks and rights under Trademark law with respect to the Trademark Collateral;

WHEREAS, Schedule 1 to the Trademark Security Agreement does not reflect (i) all Trademark Collateral acquired or created by the Loan Party since the date of execution of the Trademark Security Agreement and the most recent Supplement or (ii) all of the Trademark Collateral held by the Loan Party;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the Loan Party hereby agrees as follows:

A. All capitalized terms used in this agreement that are not defined shall have the meaning ascribed to such term in the Security Agreement or the Trademark Security Agreement.

B. The Loan Party hereby grants to the Administrative Agent (for the benefit of the Secured Parties), as security for such Loan Party's Obligations, a continuing security interest in and to all of such Loan Party's right, title and interest to the Trademark Collateral being added to Schedule 1 to the Trademark Security Agreement pursuant to paragraphs C and D below, as contemplated by, and as more fully set forth in, the Trademark Security Agreement.

C. Schedule 1 to the Trademark Security Agreement is hereby supplemented, effective as of the date hereof, so as to reflect all of the Trademark Collateral in and to which the Loan Party has granted a continuing security interest to the Administrative Agent (for the benefit of the Secured Parties) pursuant to the terms of the Trademark Security Agreement.

D. The following Trademark Collateral is hereby added to Schedule 1 to the Trademark Security Agreement:

<u>Title</u>	<u>Class</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Jurisdiction</u>
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See attached Schedule A.

Except as expressly supplemented hereby, the Trademark Security Agreement, all documents contemplated thereby and any previously executed Supplements thereto, are each hereby confirmed and ratified by the Loan Party.

The execution and filing of this Supplement, and the addition of the Trademark Collateral set forth herein to Schedule 1 to the Trademark Security Agreement are not intended by the parties to derogate from, or extinguish, any of the Administrative Agent's rights or remedies under (i) the Trademark Security Agreement and/or any agreement, amendment or supplement thereto or any other instrument executed by the Loan Party and heretofore recorded or submitted for recording to perfect the Liens of the Administrative Agent (for the benefit of the Secured Parties) in the U.S. Copyright Office or the U.S. Patent and Trademark Office or (ii) any financing statement, continuation statement, deed or charge or other instrument executed by the Loan Party and heretofore filed in any state or country in the United States of America or elsewhere to perfect the Liens of the Administrative Agreement (for the benefit of the Secured Parties).

IN WITNESS WHEREOF, the Loan Party has caused this Supplement to be duly executed as of the day and year first written above.

WILTEL COMMUNICATIONS GROUP, INC.

By: M. F. de Verges
Name: Mardi F. de Verges
Title: V.P. and Treasurer

STATE OF Oklahoma)

:ss.:

COUNTY OF Tulsa)

On this the 10th day of March, 2004, before me, Dorothy R. Messner,
the undersigned Notary Public, personally appeared Mardi de Verges,

personally known to me,

[] proved to me on the basis of satisfactory evidence, to be the _____ of
_____ (the "Company") who executed the foregoing instrument on behalf of the
Company and acknowledged that the Company executed it pursuant to a resolution of its
_____.

WITNESS my hand and official seal.

Dorothy R. Messner
Notary Public *Comm Expires Jan 15, 2005*
Comm No 00020462

SCHEDULE A

Trademarks

<u>Title</u>	<u>Class</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Jurisdiction</u>
adsInView®	35	TMA592143	10/10/03	Canada
The Catch Server®	38	TMA593115	10/27/03	Canada

Trademark Applications

<u>Title</u>	<u>Class</u>	<u>Serial Number</u>	<u>Application Date</u>	<u>Jurisdiction</u>
Connectopia	38	78/333,745	11/26/03	U.S.
WilTel Logo	38	78/333,732	11/26/03	U.S.