

Form PTO-1594

(Rev. 10/02)

OMB No. 0851-0027 (exp. 6/30/2005)

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

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

1. Name of conveying party(ies):

Gabriel Communications Properties, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 4/12/2004

2. Name and address of receiving party(ies)

Name: NuVox, Inc.

Internal

Address:

Street Address: 16090 Swingley Ridge Road

City: Chesterfield State: MO Zip: 63017

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State 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) 75/670,260;
75/804,647; 75/819,795

B. Trademark Registration No.(s) 2,441,506;
2,815,957; 2,815,958; 2,815,961

Additional number(s) attached Yes No

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

Name: Mark A. Paskar

Internal Address:

Street Address: 211 N. Broadway, Suite 3600

City: St. Louis State: MO Zip: 63102

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41) \$ 440

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

02-4467

DO NOT USE THIS SPACE

9. Signature.

Mark A. Paskar

Name of Person Signing

Mark A. Paskar
Signature

May 17, 2004

Date

Total number of pages including cover sheet, attachments, and document: 6

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

CH \$440.00 024467 76670260

4. B. Additional Trademark Registration Nos.

2,818,610

2,743,289

2,743,285

2,743,284

2,743,288

2,744,095

2,753,842

2,753,843

2,588,272

2,588,271

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Assignment"), dated as of April 12, 2004 is by and between Gabriel Communications Properties, Inc., a Delaware corporation, having a principal place of business located at 16090 Swingley Ridge Road, Chesterfield, MO 63017 ("Assignor") and NuVox, Inc. (f/k/a Gabriel Communications, Inc.), a Delaware corporation, having a principal place of business located at 16090 Swingley Ridge Road, Chesterfield, MO 63017 ("Assignee").

RECITALS

WHEREAS, Gabriel Communications Properties, Inc., which prior to December 31, 2003, was operating an ongoing and existing business, owned, adopted, used, intended to use and was using the service marks and/or trademarks identified in Exhibit A (the "Marks"), attached hereto, in United States of America, and throughout the world, and for which the company filed applications in the United States Patent and Trademark Office for registration, and owned other transferable rights associated with its ongoing and existing business including, but not limited to, certain other intellectual property rights; and

WHEREAS, NuVox, Inc., as successor to the portion of the ongoing and existing business and goodwill to which the Marks pertain, desired to acquire all right, title, and interest, and all goodwill associated therewith, in and to the Marks, and all applications, registrations, and common law rights therein, as well as all other rights associated with the portion of ongoing and existing business to which the Marks pertained; and

WHEREAS, Assignor assigned to Assignee all right, title and interest in and to the Marks, including any and all goodwill associated therewith, as well as all other rights associated with the portion of the ongoing and existing business to which the Marks pertained, on December 31, 2003, and, would like to further memorialize its full and complete assignment of such rights and interests to Assignee;

NOW THEREFORE, the parties hereto agree as follows:

1. **Assignment**. For \$10 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby confirm that it has sold, assigned, and transferred, and does hereby further sell, assign, and transfer, to Assignee, its successors and assigns, all of its right, title, and interest, in the United States of America and all foreign countries, in, to and under said Marks, all applications and registrations therefor, together with any and all of the goodwill of the business symbolized by and associated with said Marks, all other rights associated with the portion of the ongoing and existing business to which the Marks pertain and all income, royalties, fees, damages, and payments due after December 30, 2003 or hereafter due or payable in respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of any of the Marks.

2. **Miscellaneous.** Assignor hereby agrees to execute, acknowledge and deliver any and all documents as Assignee, in its sole discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Marks, and any and all goodwill associated therewith, as well as all other rights associated with the portion of the business to which the Marks pertain and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Marks, or other rights associated with the portion of the business to which the Marks pertain.

WHEREFORE, Assignor has caused this Assignment to be duly executed below, on the date indicated, by its duly authorized officer.

GABRIEL COMMUNICATIONS PROPERTIES, INC.

By John P. Denneen
John P. Denneen,
Executive Vice President – Corporate Development and
Legal Affairs and Secretary

State of MISSOURI)
County of ST. LOUIS) SS

On this 12th day of April, 2004, before me, a Notary Public in and for the City of ST. Louis in the State of Missouri, personally appeared John P. Denneen to me known to be the Exec VP of Gabriel Communications Properties, Inc. and being duly sworn, averred that, being duly authorized, he executed the foregoing Assignment as the free act and deed of said corporation.



CAROL J. SIMS
St. Louis County
My Commission Expires
September 24, 2006

Carol J. Sims
Notary Public

My Commission Expires:
Sept 24 2006



CAROL J. SIMS
St. Louis County
My Commission Expires
September 24, 2006

EXHIBIT A
Trademarks

GABRIEL COMMUNICATIONS

Reg. No. 2,815,957, registered on 2/24/04

GABRIEL COMMUNICATIONS, INC. and Design

Reg. No. 2,815,958, registered on 2/24/04

GABRIELMAIL

Reg. No. 2,818,610, registered on 3/2/04

GABRIELMAIL MESSENGER

Reg. No. 2,815,961, registered on 2/24/04

GABRIEL INTEGRALL

Serial No. 75/670,260, filed on 3/29/99

GABRIEL ADVANTEDGE

Serial No. 75/804,647, filed on 9/21/99

GABRIEL COMMUNICATIONS

Serial No. 75,819,795, filed on 10/12/99

COMMUNICATIONS ABOVE ALL

Reg. No. 2,441,506, registered on 4/3/01

THE NEW VOICE IN COMMUNICATIONS. YOURS.

Reg. No. 2,753,842, registered on 8/19/03

THE NEW VOICE IN COMMUNICATIONS. YOURS.

Reg. No. 2,753,843 registered on 8/19/03

NUVOX

Reg. No. 2,743,289, registered on 7/29/03

NUVOX

Reg. No. 2,743,285, registered on 7/29/03

NUVOX

Reg. No. 2,588,271, registered on 7/2/02

NUVOX

Reg. No. 2,588,272, registered on 7/2/02

NUVOX COMMUNICATIONS

Reg. No. 2,743,284, registered on 7/29/03

NUVOX COMMUNICATIONS

Reg. No. 2,743,288, registered on 7/29/03

NUVOX PRIVATE NETWORK

Reg. No. 2,744,095, registered on 7/29/03