

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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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):
 Lightyear Communications of Virginia, Inc.
 Lightyear Communications, Inc.

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

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

2. Name and address of receiving party(ies)
 Name: Lightyear Network Solutions, LLC
 Internal _____
 Address: _____

Street Address: 1901 Eastpoint Parkway
 City: Louisville State: KY Zip: 40223

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Kentucky Limited Liability Company

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 6/6/2004

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2,808,197

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Julie Tamburo
 Internal Address: Bingham McCutchen LLP

Street Address: 150 Federal Street

City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41)..... \$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
Julie Tamburo  June 7, 2004
 Name of Person Signing Signature Date

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

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

OP \$40.00 2808197

ASSIGNMENT OF TRADEMARKS

WHEREAS, LIGHTYEAR COMMUNICATIONS, INC., a Kentucky corporation, LIGHTYEAR COMMUNICATIONS OF VIRGINIA, INC., a Virginia corporation and LIGHTYEAR TELECOMMUNICATIONS, LLC, a Delaware limited liability company (collectively, the "Assignors"), are the owners of certain trademarks and applications therefor listed on Schedule A attached hereto and by this reference incorporated herein (the "Trademarks"); and

WHEREAS, LIGHTYEAR NETWORK SOLUTIONS, LLC, a Kentucky limited liability company ("Assignee"), is desirous of acquiring the entire interest of Assignors in and to the Trademarks; and

WHEREAS, contemporaneously with the execution and delivery of this Agreement, Assignors and Assignee have consummated the transactions contemplated by that certain Asset Purchase Agreement dated as of July 30, 2003, pursuant to which Assignee has purchased substantially all of the assets of Assignors, including the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors, by these presents do sell, assign and transfer unto Assignee all of their right, title and interest in and to the Trademarks and applications therefor, together with the goodwill of the business symbolized by the Trademarks and the registrations thereof, the same to be held and enjoyed by Assignee, for its own use and benefit and that of its successors, assigns and legal representatives, together with all claims for damages by reason of past infringement of the Trademarks, with the right to sue for and collect the same for its own use and for the use of its successors, assigns or other legal representatives. Assignors do hereby covenant and agree with Assignee to execute and deliver such other and further instruments and to take such other and further actions as may be reasonably necessary and appropriate to transfer the Trademarks, claims for damages by reason of past infringement and right to sue and collect therefor to Assignee.

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed at _____, this 6-day of JUNE, 2004.

LIGHTYEAR COMMUNICATIONS, INC.

By: [Signature]
Its: Designated Person

LIGHTYEAR COMMUNICATIONS OF VIRGINIA, INC.

By: [Signature]
Its: Designated Person

06/07/04 10:34 FAX 5025154138

LIGHTYEAR COMMUNICATIONS

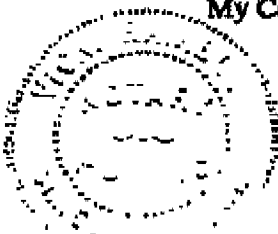
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COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing instrument was subscribed, sworn to, and acknowledged before me on this the 6 day of June, 2004 by Thomas M. Duddy, Designated Person for LIGHTYEAR TELECOMMUNICATIONS, LLC, a Delaware limited liability company, for and on behalf of the limited liability company.

My Commission expires:

9.19.07



Wick Rumba
Notary Public

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Schedule A
Intellectual Properties

TRADEMARK	REGISTERED	REGD	REGD	STATUS	CLASSES	
UNIDIAL	02/20/2003	79,491,321	01/27/2004	2,406,197	REGISTERED	39

Trademark Report by Heat
Seeker: ACTIVE

COUNTRY: UNITED STATES
REFERENCES: Need Action Due

39 - telecommunications services, namely bundled local and long distance telephone services.