

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame No. 2732/0337
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		09/14/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Integra Telecom Holdings, Inc.
Street Address:	19545 NW Von Neumann Drive
Internal Address:	Suite 200
City:	Beaverton
State/Country:	OREGON
Postal Code:	97006
Entity Type:	CORPORATION: OREGON

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2694680	INTEGRA TELECOM
Registration Number:	2488110	INTEGRA TELECOM

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive
Address Line 2: Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	022411-0293
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NAME OF SUBMITTER:	Rhonda DeLeon
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Total Attachments: 4
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**TRADEMARK
 REEL: 002950 FRAME: 0056**

OP \$65.00 2694680

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RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY COLLATERAL

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (this "Release"), dated as of September 14, 2004, is made by General Electric Capital Corporation, as administrative agent (the "Administrative Agent") under the Loan and Security Agreement referred to below (terms used in this Release and not herein defined shall have the meanings set forth in the Loan and Security Agreement).

WHEREAS, Scott-Rice Telephone Co., Integra Telecom Holdings, Inc., Integra Telecom of Arizona, Inc., Integra Telecom of Colorado, Inc., Integra Telecom of Idaho, Inc., Integra Telecom of Iowa, Inc., Integra Telecom of Minnesota, Inc., Integra Telecom of Nebraska, Inc., Integra Telecom of North Dakota, Inc., Integra Telecom of New Mexico, Inc., Integra Telecom of Oregon, Inc., Integra Telecom of South Dakota, Inc., Integra Telecom of Utah, Inc., Integra Telecom of Washington, Inc. and Integra Telecom of Wisconsin, Inc., (the "Borrowers") and the Administrative Agent entered into that certain Loan and Security Agreement, dated as of January 12, 2000 (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Administrative Agent and the various financial institutions party thereto as lenders thereunder (each individually a "Lender", and collectively the "Lenders"), pursuant to which Credit Agreement the Lenders made credit extensions to the Borrowers;

WHEREAS, in connection with the Credit Agreement, and pursuant to those certain agreements listed on the Annex I attached hereto (collectively, the "IP Security Agreements"), certain of the Borrowers granted security interests in certain intellectual property owned by the Borrowers (collectively, the "Patent and Trademark Collateral"); and


WHEREAS, the IP Security Agreements were recorded in the U.S. Patent and Trademark Office on the dates and on the reels and frames set forth on Annex I hereto;

NOW THEREFORE, the Administrative Agent hereby **RELEASES**, without representation, recourse or warranty whatsoever, all of its security interest in the Patent and Trademark Collateral, whether granted pursuant to the IP Security Agreements or any other agreement or document delivered in connection with the Credit Agreement, and the Administrative Agent hereby reassigns any and all such right, title and interest (if any) that the Administrative Agent may have in the Patent and Trademark Collateral to the Borrowers.

The Administrative Agent agrees, at the Borrowers' expense, to cooperate with the Borrowers to provide the Borrowers with the information and additional authorization reasonably required or desirable to effect the release of the Administrative Agent's security interest in the released collateral described herein.

IN WITNESS WHEREOF, the Administrative Agent has executed this Release as of the date first above written.

General Electric Capital Corporation,
as Administrative Agent

By 
Name: Christopher T. Nicolls
Title: Authorized Signatory

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Connecticut
COUNTY OF Fairfield

)
) Danbury
)

On this 13th day of September 2004 before me, the undersigned, a Notary Public in and for the state aforesaid, personally appeared Christopher Nicholls to me known personally, and who, being by me duly sworn, deposes and says that s/he is the Authorized signatory of the Administrative Agent as described in and which executed the above instrument, and s/he has been authorized to execute said instrument on behalf of said entity pursuant to said authority.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

Nancy Rita Presseau
Notary Public
My commission expires:

NANCY RITA PRESSEAU
NOTARY PUBLIC
MY COMMISSION EXPIRES SEP. 30, 2007

Annex I

IP Security Agreement	PTO Reel/Frame Recording Information	Date of PTO Recording
Trademark Security Agreement	Reel 002052 Frame 0342	March 15, 2000
Assignment of Trademark Rights	Reel 002576 Frame 0079	September 3, 2002
Amended and Restated Schedule A to Trademark Security Agreement	Reel 002653 Frame 0641	January 23, 2003
Notice of Recordation and Assignment	Reel 02732 Frame 0337	October 17, 2003