

**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
Integra Telecom Holdings, Inc.		09/16/2004	CORPORATION: OREGON

**RECEIVING PARTY DATA**

Name:	Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent
Street Address:	600 E. Las Colinas Boulevard
Internal Address:	Suite 400
City:	Irving
State/Country:	TEXAS
Postal Code:	75039-5601
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

**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
NAME OF SUBMITTER:	Rhonda DeLeon

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of September 16, 2004 is entered into by INTEGRA TELECOM HOLDINGS, INC., an Oregon corporation (the "*Grantor*") and GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Collateral Agent for the Secured Parties (the "*Secured Party*").

Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement dated as of September 16, 2004 among the Grantor and the Secured Party (the "*Security Agreement*").

WHEREAS, pursuant to the Security Agreement, Grantor is granting a security interest to the Secured Parties in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A ("*Secured Trademarks*").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Secured Party hereby agree as follows:

(i) **Grant of Security Interest**

(a) Grantor hereby grants to the Secured Party, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

(ii) **Modification of Agreement**

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Secured Party may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

(iii) **Governing Law**

**. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF.**

(iv) **Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of the Secured Party and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Secured Party given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

**(v) Counterparts**

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the Grantor and the Secured Party have caused this Agreement to be duly executed and delivered as of the date first above written.

**INTEGRA TELECOM HOLDINGS, INC.**

By: \_\_\_\_\_

Name:

Title:

TRADEMARK SECURITY AGREEMENT  
NY947536

EXECUTION

**TRADEMARK**  
**REEL: 002950 FRAME: 0914**

Accepted and Agreed:

**GOLDMAN SACHS SPECIALTY LENDING  
GROUP, L.P., a Delaware limited partnership,  
as Collateral Agent**

By: \_\_\_\_\_

Name: *Steven S. Pluss*

Title: *Vice President*

TRADEMARK SECURITY AGREEMENT  
NY\946004

EXECUTION

TRADEMARK  
REEL: 002950 FRAME: 0915

**SCHEDULE A**

**TRADEMARK SECURITY AGREEMENT**

**II. U.S. REGISTERED TRADEMARKS**

<b>Trademark</b>	<b>Country</b>	<b>Reg. No. (App. No.)</b>	<b>Reg. Date (App. Date)</b>
INTEGRA TELECOM AND DESIGN	U.S.	2,694,680	March 11, 2003
INTEGRA TELECOM	U.S.	2,488,110	September 11, 2001

**III. U.S. TRADEMARK APPLICATIONS**

None.