

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Merrill Lynch Capital Corporation		11/01/2005	CORPORATION:
RECEIVING PARTY DATA			
Name:	(i)Structure, LLC		
Street Address:	1025 Eldorado Boulevard		
City:	Broomfield		
State/Country:	COLORADO		
Postal Code:	80021		
Entity Type:	Limited Liability Company:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78383599	PEACE OF MIND IS PRICELESS	
Registration Number:	2764713	(I)	
Registration Number:	2598899	(I) STRUCTURE	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-783-2700		
Email:	pagodoa@federalresearch.com		
Correspondent Name:	CBCInnovis dba Federal Research		
Address Line 1:	1023 Fifteenth Street, NW, Suite 401		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	344434		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		

CH \$90.00 78383599

Signature:

/pja/

Date:

11/07/2005

Total Attachments: 4

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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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):

Merrill Lynch Capital Corporation

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

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

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other (Release of Security)

Execution Date: November 1, 2005

2. Name and address of receiving party(ies)

Name: (i)Structure, LLC

Internal

Address: _____

Street Address: 1025 Eldorado Boulevard

City: Broomfield State: CO Zip: 80021

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
SEE ATTACHED.

B. Trademark Registration No.(s)
SEE ATTACHED.

Additional number(s) attached Yes No

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

Name: Penelope Agodoa

Internal Address: Federal Research Corporation

Street Address: 1030 15th Street, NW

Suite 920

City Washington State: DC Zip: 20005

6. Total number of applications and registrations involved:

3

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

- Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Sophia Wilson

Name of Person Signing



Signature

11/4/2005

Date

Total number of pages including cover sheet, attachments, and document: 4

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

U.S. TRADEMARKS RELEASE OF SECURITY INTEREST

THIS RELEASE dated as of November 1, 2005, by Merrill Lynch Capital Corporation, as Collateral Agent and Administrative Agent (as defined below) for the Lenders. Terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement referred to below.

A. Reference is made to the Credit Agreement dated as of December 1, 2004 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among Level 3 Financing, Inc. (the "*Borrower*"), Level 3 Communications, Inc. ("*Level 3*"), the lenders from time to time party thereto (the "*Lenders*") and Merrill Lynch Capital Corporation (the "*Agent*"). Capitalized terms used herein without definition shall have the meanings specified in the Credit Agreement.

B. Reference is made to the Collateral Agreement, dated as of December 1, 2004 (the "*Collateral Agreement*"), among the Grantors (as defined in the Collateral Agreement, including (i) Structure, LLC and Software Spectrum, Inc., each a "Designated Grantor Subsidiary") in favor of the Agent, pursuant to which, among other things, the Designated Grantor Subsidiaries granted a security interest to the Agent, for the benefit of certain secured parties named therein, in, among other things, the registered trademarks and pending trademark applications set forth on Annex I hereto (the "*Trademarks*"), which security interest was recorded with the United States Patent & Trademark Office.

C. In connection with the occurrence of the Enhanced Collateral Date, the Borrower has informed the Agent of its desire to obtain the release of all right, title and interest of the Agent, in its capacity as agent for the Lenders and each other grantee or beneficiary in and to the Trademarks granted under the Collateral Agreement by the Designated Grantor Subsidiaries.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all the Agent's right, title and interest (including, without limitation, security interests) in and to the Trademarks pursuant to the Collateral Agreement is hereby released as provided in the Collateral Agreement, including, without limitation, the Trademarks set forth on Annex I attached hereto.

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed by its duly authorized officer as of the day and year above written.

MERRILL LYNCH CAPITAL CORPORATION, as Agent,

By *Anthony J. Lafaire*
Name: *Anthony J. LAFAIRE*
Title: *Director*

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the *2nd* day of November, before me, the undersigned, personally appeared *ANTHONY J. LAFAIRE*, personally known to me or proved to me to be on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Cheryl Mason
Notary Public

CHERYL MASON
Notary Public, State of New York
No. 01MA6010663
Qualified in Queens County
Commission Expires *July 20, 2006*

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ANNEX I

U.S. TRADEMARKS OWNED BY (i)STRUCTURE, LLC

MARK	STATUS	SERIAL NO.	REGISTRATION NO.	OWNER
Peace of Mind Is Priceless	Pending	78/383,599		(i)Structure, LLC
(i)	Registered	76/056,530	2764713	(i)Structure, LLC
(i)Structure	Registered	76/056,529	2598899	(i)Structure, LLC

U.S. TRADEMARKS OWNED BY SOFTWARE SPECTRUM, INC.

MARK	STATUS	SERIAL NO.	REGISTRATION NO.	OWNER
Buy.Manage.Simplify.	Registered	76/473,973	2862101	Software Spectrum, Inc.
Global Guy	Registered	75/849,151	2387897	Software Spectrum, Inc.
Plus Hardware	Pending	78/401,210		Software Spectrum, Inc.
Software Spectrum	Registered	75/181,071	2286903	Software Spectrum, Inc.
Software Spectrum Smart Solutions for Smart Companies and Design (logo)	Registered	75/848,922	2402002	Software Spectrum, Inc.
Zero Footprint	Registered	75/640,975	2321401	Software Spectrum, Inc.