

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
McLeodUSA Incorporated		01/06/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, as administrative agent		
Street Address:	270 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Banking Corporation:		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2997597	MCLEODUSA	
Registration Number:	2997596	MCLEODUSA	
Registration Number:	1933705	PRIMELINE	
Registration Number:	2097023	MCLEOD	
Registration Number:	2151922	MCLEOD USA	
Registration Number:	2183393	MCLEOD USA	
Registration Number:	2183392	MCLEOD USA	
Registration Number:	2149799	MCLEODUSA	
Registration Number:	2149798	MCLEODUSA	
Registration Number:	2341331	WE'RE SETTING YOUR WORLD ON FIBER	
Registration Number:	2849099	CALLEDGE	
CORRESPONDENCE DATA			
Fax Number:	(202)728-0744		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			

CH \$290.00 2997597

Phone: 2027216405
Email: christine.wilson@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 80 State Street
Address Line 2: 6th Floor
Address Line 4: Albany, NEW YORK 12207

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	01/12/2006

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, McLeodUSA Incorporated, a Delaware corporation (herein referred to as the "**Lien Grantor**") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, McLeodUSA Incorporated (the "**Borrower**"), the Loan Guarantors party thereto, the Lenders party thereto, and JPMorgan Chase Bank, N.A., as Administrative Agent, are parties to a Credit Agreement dated as of January 6, 2006 (as amended from time to time, the "**Credit Agreement**"); and

WHEREAS, pursuant to (i) a Guarantee and Security Agreement dated as of January 6, 2006 (as amended and/or supplemented from time to time, the "**Security Agreement**") among the Borrower, the Loan Guarantors party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Lien Grantor has secured certain of its obligations (the "**Secured Obligations**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor, in order, to secure the Secured Obligations, grants to the Grantee for the benefit of the Secured Parties referred to in the Security Agreement a continuing security interest in all the following property of the Lien Grantor (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising and regardless of where located:

(i) each Trademark (as defined in the Security Agreement) owned by the Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all

of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Lien Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Lien Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Security Agreement or the Credit Agreement, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 6th day of January, 2006

McLeodUSA Incorporated

By: 

Name: STAN SPRITEL

Title: Chief Restructuring Officer

Acknowledged:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 6th day of January, 2006

McLeodUSA Incorporated

By: _____
Name:
Title:

Acknowledged:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: Susan E. Atkins
Name: Susan E. Atkins
Title: Managing Director

Schedule 1
to Trademark
Security Agreement

MCLEODUSA INCORPORATED

U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
MCLEODUSA and Design	2,997,597	9/20/2005
MCLEODUSA and Design	2,997,596	9/20/2005
PRIMELINE	1,933,705	11/7/1995
MCLEOD and Design	2,097,023	9/16/1997
MCLEOD USA and Design	2,151,922	4/21/1998
MCLEOD USA and Design	2,183,393	8/25/1998
MCLEOD USA and Design	2,183,392	8/25/1998
MCLEODUSA and Design	2,149,799	4/7/1998
MCLEODUSA and Design	2,149,798	4/7/1998
WE'RE SETTING YOUR WORLD ON FIBER	2,341,331	4/11/2000
CALLEGE (Stylized Letters)	2,849,099	6/1/2004