

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Grant of Security Interest in Certain Intellectual Property

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse, Cayman Islands Branch, as Administrative Agent		02/24/2006	COMPANY:
Credit Suisse, Cayman Islands Branch, as First Lien Administrative		02/24/2006	COMPANY:
Credit Suisse, Cayman Islands Branch, as Second Lien Administrative		02/24/2006	COMPANY:

RECEIVING PARTY DATA

Name:	WiiTel Communications, LLC
Street Address:	1025 Eldorado Blvd
City:	Broomfield
State/Country:	COLORADO
Postal Code:	33321
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	2339356	FLEX-CIR
Registration Number:	2739742	WE HAVE. WE CAN. WE WILL.
Registration Number:	1485541	WILTEL
Registration Number:	2975826	WILTEL COMMUNICATIONS
Registration Number:	2546680	ADSINVIEW
Registration Number:	1466634	CYCLE-SAT
Registration Number:	1784986	FIRST VIDEO
Registration Number:	2352579	GLOBAL SHUTTLE
Registration Number:	2514484	MEDIAXTRANET
Registration Number:	1420451	NATIONAL GATEWAY

CH \$840.00 2339356

Registration Number:	2716998	STREAMING THE BEST OF YOUR BUSINESS
Registration Number:	2569456	THE CATCH SERVER
Registration Number:	2732670	THE CATCH SERVER
Registration Number:	2281216	V
Registration Number:	1977269	VENUENET
Registration Number:	2060832	VIRTUAL TELEPORT
Registration Number:	1595720	VYVX
Registration Number:	2524363	VYVX MEDIAXTRANET
Registration Number:	2718479	VYVXINVIEW
Registration Number:	2392636	WHEN IT'S VIDEO, VYVX IT.
Registration Number:	2287560	THAT WILLIAMS NETWORK
Registration Number:	2307425	WILLIAMS ATM SERVICES
Registration Number:	2306056	WILLIAMS COLLOCATION SERVICES
Registration Number:	2459631	WILLIAMS FLEX-CIR
Registration Number:	2341573	WILLIAMS FLEX-UNI
Registration Number:	2318134	WILLIAMS FRAME RELAY SERVICES
Registration Number:	2326178	WILLIAMS MANAGED SERVICES
Registration Number:	2372839	WILLIAMS MULTI-SERVICE BROADBAND NETWORK
Registration Number:	2369544	THE TABLE YOU CAN TOTE
Registration Number:	2390052	WILLIAMS OPTICAL WAVE SERVICE
Registration Number:	2288037	WILLIAMS PRIVATE LINE SERVICES
Registration Number:	2067040	WILTECH
Serial Number:	78354932	V VYVX

CORRESPONDENCE DATA

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: idit.froim@weil.com, phyllis.eremitaggio@weil.com
Correspondent Name: Weil, Gotshal & Manges c/o idit Froim
Address Line 1: 767 5th Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	76830.0276
NAME OF SUBMITTER:	Idit Froim
Signature:	/Idit Froim/
Date:	03/06/2006

Total Attachments: 7

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**RELEASE OF GRANT OF SECURITY INTEREST
IN CERTAIN INTELLECTUAL PROPERTY**

This Release of Grant of Security Interest in Certain Intellectual Property (this "Release") is made and entered into this 24 day of February, 2006 by and between WilTel Communications, LLC, a Delaware limited liability company (the "Borrower"), WilTel Communications Group and other Grantors parties to the Security Agreements, in favor of Credit Suisse, Cayman Islands Branch (formerly known as Credit Suisse First Boston, acting through its Cayman Island Branch), as Administrative Agent, as First Lien Administrative Agent and as Second Lien Administrative Agent (the "Administrative Agent"), Wells Fargo Foothill, LLC as Syndication Agent (the "Syndication Agent") and the financial institutions or entities from time to time party to the Credit Agreement (together "the Lenders").

All terms used herein without definition shall have the same meaning given to them in the Security Agreements.

W I T N E S S E T H :

WHEREAS, the Lenders have recorded a security interest in Borrower's intellectual property rights, including the intellectual property rights set forth in Schedule A hereto (the "Intellectual Property") pursuant to the Second Amended and Restated Security Agreement, the Second Amended and Restated Patent Security Agreements, the Second Amended and Restated Copyright Security Agreements, the Second Amended and Restated Trademark Security Agreements, all dated as of September 24, 2004 (as heretofore amended, restated supplemented or otherwise modified, the "Security Agreements");

WHEREAS, as evidenced in a Payoff Letter dated December 21, 2005 from Credit Suisse, Cayman Islands Branch, to WilTel Communications, LLC, the Loan Documents, including the Security Agreements, were terminated, and all guarantees, security interests, pledges, liens and mortgages of any kind, nature or description arising pursuant to the Loan Documents were discharged, released and terminated, and the Borrower was authorized to file intellectual property security releases to terminate any filings in respect of security interests, pledges or liens arising under the Loan Documents; and

WHEREAS, the Borrower wishes to record the release of the security interests of the Lenders granted under the Security Agreements in connection with the Intellectual Property.

NOW THEREFORE, in consideration of the foregoing, the parties to this Release intending to be legally bound, agree as follows.

1. The Lenders hereby release in its entirety any and all security interests and liens it has in the Intellectual Property, and agree and confirm that they have no right, title or interest in or to (or security interest in) the Intellectual Property.

2. The parties hereto authorize and request the Commissioner of Patents and Trademarks of the United States, and the United States Copyright Office to record this Release.

3. This Release shall be governed by and construed in accordance with the law of the State of New York.


4. This Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

5. All rights hereunder shall accrue to, and all obligations hereunder shall be binding upon, the heirs, representatives, successors, assigns and transferees of the parties hereto.

6. This Release may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned has caused this Release to be executed by its duly authorized officer as of the date first written above.

WILTEL COMMUNICATIONS, LLC, as Borrower

By: 
Name: Neil J. Eckstein
Title: Sr. Vice President, Assistant General Counsel and Assistant Secretary

CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Administrative Agent

By: _____
Name: _____
Title: _____

CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as First Lien Administrative Agent

By: _____
Name: _____
Title: _____

CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Second Lien Administrative Agent

By: _____
Name: _____
Title: _____

1. The Lenders hereby release in its entirety any and all security interests and liens it has in the Intellectual Property, and agree and confirm that they have no right, title or interest in or to (or security interest in) the Intellectual Property.

2. The parties hereto authorize and request the Commissioner of Patents and Trademarks of the United States, and the United States Copyright Office to record this Release.

3. This Release shall be governed by and construed in accordance with the law of the State of New York.

4. This Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

5. All rights hereunder shall accrue to, and all obligations hereunder shall be binding upon, the heirs, representatives, successors, assigns and transferees of the parties hereto.

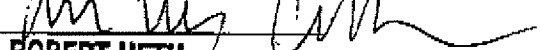
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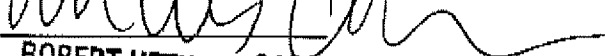
WITEL COMMUNICATIONS, LLC, as Borrower

By: _____
Name: _____
Title: _____

CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Administrative Agent

By: 
Name: ~~ROBERT HETU~~ CASSANDRA DROOGAN
Title: ~~MANAGING DIRECTOR~~ VICE PRESIDENT

CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as First Lien Administrative Agent

By: 
Name: ~~ROBERT HETU~~ CASSANDRA DROOGAN
Title: ~~MANAGING DIRECTOR~~ VICE PRESIDENT


CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Second Lien Administrative

Agent

By:

Name:

Title:


ROBERT HETU CASSANDRA DROOGAN
MANAGING DIRECTOR VICE PRESIDENT

INTELLECTUAL PROPERTY
SCHEDULE A

TRADEMARK REGISTRATIONS

Trademark	Class	Registration Number	Registration Date	Jurisdiction
Flex-CIR®	38	2,339,356	4/4/00	U.S.
We Have. We Can. We Will. ®	9, 35, 36, 38	2,739,742	7/22/03	U.S.
WilTel	38	1,485,541	4/19/88	U.S.
WilTel logo	38	2,975,826	7/26/05	U.S.
adsInView	35	2,546,680	3/12/02	U.S.
Cycle-Sat®	39	1,466,634	11/24/87	U.S.
First Video®	38	1,784,986	7/27/93	U.S.
Global Shuttle®	35	2,352,579	5/23/00	U.S.
mediaXtranet®	38	2,514,484	12/4/01	U.S.
National Gateway®	38	1,420,451	12/9/86	U.S.
Streaming the Best of Your Business®	38	2,716,998	5/20/03	U.S.
The Catch Server®	38	2,569,456	5/14/2002	U.S.
The Catch Server®	9	2,732,670	7/1/03	U.S.
Encircled "V"®	38	2,281,216	9/28/99	U.S.
VenueNet®	38	1,977,269	5/28/96	U.S.
Virtual Teleport®	38	2,060,832	5/13/97	U.S.
Vyvx®	38	1,595,720	5/8/90	U.S.
Vyvx MediaXtranet®	38	2,524,363	1/1/02	U.S.
VyvxInView®	38	2,718,479	5/27/03	U.S.
When It's Video, Vyvx It®	38	2,392,636	10/10/00	U.S.
That Williams Network	38	2,287,560	10/99/99	U.S.
Williams ATM Services	38	2,307,425	01/11/00	U.S.
Williams Collocation Services	38	2,306,056	1/04/00	U.S.
Williams Flex-CIR	38	2,459,631	6/12/01	U.S.
Williams Flex-UNI	38	2,341,573	4/11/00	U.S.
Williams Frame Relay Services	38	2,318,134	2/15/00	U.S.
Williams Managed Services	42	2,326,178	3/7/00	U.S.
Williams Multi-Service Broadband Network	9	2,372,839	8/1/00	U.S.
Williams Multi-Service Network	9	2,367,544	7/18/00	U.S.

NY1-A1374819-02VGTGF021.DOC76830.0276

TRADEMARK
REEL: 003259 FRAME: 0364

Williams Optical Wave Service	38	2,390,052	9/26/00	U.S.
Williams Private Line Services	38	2,288,037	10/19/99	U.S.
WilTech	38	2,067,040	6/3/97	U.S.

TRADEMARK APPLICATIONS

Trademark	Class	Serial Number	Application Date	Jurisdiction
Ads Your Way	38	78/553,244	1/25/05	U.S.
Vyvx Logo	38	78/354,932	1/21/04	U.S.
We're HD Ready, Are You?	38	78/553,261	1/25/05	U.S.