

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (Second Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Electric Lightwave, LLC		07/31/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Specialty Lending Group, L.P.		
Street Address:	600 E. Las Colinas Boulevard, Suite 400		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2826400	CUSTOM T	
Registration Number:	2372325	ELECTRIC LIGHTWAVE	
Registration Number:	2428983	REMOTE SYSTEMS VIRTUAL PORTAL	
Registration Number:	1716539	ELECTRIC LIGHTWAVE	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	7145401235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	022411-0293 ELI 2ND LIEN		
NAME OF SUBMITTER:	Patricia A. Conner		

TRADEMARK

900055633

REEL: 003369 FRAME: 0025

OP \$115.00 2826400

Signature:

/Patricia A. Conner/

Date:

08/14/2006

Total Attachments: 5

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**TRADEMARK SECURITY AGREEMENT
(ELI – Second Lien)**

This **TRADEMARK SECURITY AGREEMENT** (this "*Agreement*"), dated as of July 31, 2006, is entered into by **ELECTRIC LIGHTWAVE, LLC**, a Delaware limited liability company (the "*Grantor*") and **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, as Collateral Agent for the Secured Parties (as defined in the Security Agreement below) (the "*Secured Party*").

Capitalized terms not otherwise defined herein have the meanings set forth in the Second Lien Pledge and Security Agreement dated as of July 31, 2006, among the Grantor, the Secured Party and others (the "*Security Agreement*").

WHEREAS, pursuant to the Security Agreement, Grantor is granting a security interest to the Secured Party 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 Party 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) Intercreditor Agreement

This Agreement, in its entirety, is subject to the terms and conditions of the Intercreditor Agreement (the "*Intercreditor Agreement*"), dated as of even date herewith, by and among Integra Telecom Holdings, Inc. and the agents party thereto. In the event of any conflict between this Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.

(vi) 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 Trademark Security Agreement to be duly executed and delivered as of the date first above written.

ELECTRIC LIGHTWAVE, LLC

By: INTEGRA TELECOM HOLDINGS, INC., its Parent

By: 
Name: Dudley R. Slater
Title: Chief Executive Officer

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.,
as the Collateral Agent

By: _____
Name:
Title:

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By: INTEGRA TELECOM HOLDINGS, INC., its Parent

By: _____
Name: Dudley R. Slater
Title: Chief Executive Officer

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.,
as the Collateral Agent

By: Todd B. Foust
Name: Todd B. Foust
Title: Cr. Vice President

SCHEDULE A

TRADEMARK SECURITY AGREEMENT

I. U.S. REGISTERED TRADEMARKS

Trademark	Country	Reg. No.	Reg. Date
CUSTOM T	U.S.	2,826,400	March 23, 2004
ELECTRIC LIGHTWAVE	U.S.	2,372,325	August 1, 2000
REMOTE SYSTEMS VIRTUAL PORTAL	U.S.	2,428,983	February 13, 2001
ELECTRIC LIGHTWAVE	U.S.	1,716,539	September 15, 1992

II. U.S. TRADEMARK APPLICATIONS

Trademark	Country	App. No.	App. Date
MANAGED BUSINESS SERVER	U.S.	78500098	November 29, 2005