

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ICG Communications, Inc.		05/31/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	VoicePipe Communications, Inc.		
Street Address:	2010 8th Street		
City:	Boulder		
State/Country:	COLORADO		
Postal Code:	80302		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2853563	VOICEPIPE	
CORRESPONDENCE DATA			
Fax Number:	(303)672-0101		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(303)672-0114		
Email:	csimoneau@kkofirm.com		
Correspondent Name:	Kendall, Koenig & Oelsner PC		
Address Line 1:	1675 Broadway, Suite 750		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Robert J. Schmiedeler		
Signature:	/s/Robert J. Schmiedeler		
Date:	12/11/2006		

OP \$40.00 2853563

Total Attachments: 3
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BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made as of May 31st, 2006, by and between VoicePipe Communications, Inc., ICG Communications, Inc. ("Communications") and ICG Telecom Group, Inc. ("Telecom" and, together with Communications, "ICG").

WITNESSETH:

WHEREAS, MCCC ICG Holdings LLC ("MCCC") has agreed to sell MCCC's common stock of Communications pursuant to a Purchase Agreement, dated as of April, 14, 2006 (the "Purchase Agreement"), by and among MCCC, Level 3 Communications, LLC and Level 3 Communications, Inc.;

WHEREAS, the Purchase Agreement contemplates that ICG will transfer and assign to VoicePipe the VoicePipe Business (as defined in the Purchase Agreement);

NOW THEREFORE, in consideration for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of ICG and VoicePipe agree as follows:

1. ICG does hereby sell, transfer, convey, assign and deliver to VoicePipe and its successors and assigns all of ICG's rights, title and interest in and to the assets related to the VoicePipe Business set forth on Schedule 1.1 and Schedule 2.2(a) of the Seller Disclosure Schedule (as defined in the Purchase Agreement) (the "Assets"). VoicePipe does hereby accept the foregoing sale, transfer, conveyance and assignment of ICG's rights, title and interest in and to the Assets (the "Transfer"). The Transfer is on an "as is, where is" basis and ICG makes no representations or warranties, either express or implied, to VoicePipe with respect to the Assets and VoicePipe shall have no recourse against ICG with respect to the Assets or the Liabilities (as defined below).

2. VoicePipe hereby assumes all liabilities of the IGC Group (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due) related to the VoicePipe Business, including without limitation those matters set forth on Schedule 2.2(b) of the Seller Disclosure Schedule (the "Liabilities").

3. ICG hereby covenants and agrees that, at any time and from time to time after the date of this Agreement, at the reasonable request of VoicePipe, ICG will promptly do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, any and all further acts, conveyances, transfers, assignments, and assurances as reasonably necessary to grant, sell, convey, assign, transfer, set over to or vest in VoicePipe ICG's rights and interest in the Assets. VoicePipe hereby covenants and agrees that, at any time and from time to time after the date of this Agreement, at the reasonable request of ICG, VoicePipe will promptly do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and

delivered, any and all further acts, transfers, assignments, assumptions and assurances as reasonably necessary to assume the Liabilities.

4. This Agreement shall be construed in accordance with the laws of the State of Colorado (without regard to conflicts of laws principles).

5. The acknowledgments, covenants, agreements and obligations hereunder of each of the parties hereto shall survive until satisfied in full.

6. If any provision hereof shall be invalid or unenforceable to any extent under any circumstances, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.


7. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and permitted assigns. Nothing herein express or implied is intended to confer upon any person, other than the parties hereto and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

8. This Agreement may be amended, extended, superseded, canceled, or renewed, and the terms hereof may be waived, only by a written instrument signed by the parties, or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.

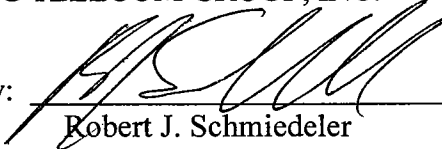
9. This Agreement may be executed in one or more counterparts (including by facsimile), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed and delivered by its duly authorized representative in its name and on its behalf as of the date first above written.


ICG COMMUNICATIONS, INC.

By: 
Robert J. Schmiedeler
Chief Financial Officer

ICG TELECOM GROUP, INC.

By: 
Robert J. Schmiedeler
Chief Financial Officer

VOICEPIPE COMMUNICATIONS, INC.

By: 
John L. Scarano
Vice President