

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WiiTel Communications Group, LLC		10/02/2006	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Merrill Lynch Capital Corporation, as Collateral Agent
Street Address:	N. Tower, World Financial Center
City:	New York
State/Country:	NEW YORK
Postal Code:	10281
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2371986	WE ANSWER TO A HIGHER CALLING
Registration Number:	2305572	HARNESSING TECHNOLOGY
Registration Number:	2367544	WILLIAMS MULTISERVICE NETWORK
Registration Number:	2307425	WILLIAMS ATM SERVICES
Registration Number:	2306056	WILLIAMS COLLOCATION SERVICES
Registration Number:	2326178	WILLIAMS MANAGED SERVICES
Registration Number:	2321598	DEDICATED LITE
Registration Number:	2341573	WILLIAMS FLEX-UNI
Registration Number:	2447494	GET CARRIED AWAY
Registration Number:	2372839	WILLIAMS MULTI-SERVICE BROADBAND NETWORK
Registration Number:	2390052	WILLIAMS OPTICAL WAVE SERVICE
Registration Number:	2459631	WILLIAMS FLEX-CIR
Registration Number:	2475613	E-VERYTHING

CH \$365.00 2371986

Registration Number:

2482080

E-VERYTHING FOR YOUR BUSINESS COMMUNICATIONS
NEEDS

CORRESPONDENCE DATA

Fax Number: (866)459-2899

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-783-2700

Email: Oleh.Hereliuk@federalresearch.com

Correspondent Name: CBCInnovis dba Federal Research

Address Line 1: 1023 Fifteenth Street, NW, Ste 401

Address Line 2: attn: Oleh Hereliuk

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

375337

NAME OF SUBMITTER:

Oleh Hereliuk

Signature:

/oh/

Date:

01/08/2007

Total Attachments: 10

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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):

WiTel Communications, LLC

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 10/2/06

2. Name and address of receiving party(ies)

Name: Merrill Lynch Capital Corporation, as Collateral Agent

Internal Address: _____
Address: _____

Street Address: N. Tower, World Financial Center

City: New York State: NY Zip: 10281

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

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)

PLEASE SEE ATTACHED

B. Trademark Registration No.(s)

PLEASE SEE ATTACHED

Additional number(s) attached Yes No

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

Name: Oleh Hereliuk

Internal Address: Federal Research Corporation

Street Address: 1023 15th Street, NW

Suite 401

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved:

14

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.

Maya Wolfson

Name of Person Signing


Signature

1/4/07

Date

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

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

SUPPLEMENT NO. 4 dated as of October 2, 2006, to the Collateral Agreement dated as of December 1, 2004 (the "Collateral Agreement"), among LEVEL 3 FINANCING, INC., a Delaware corporation (the "Borrower"), LEVEL 3 COMMUNICATIONS, INC., a Delaware corporation ("Level 3"), each subsidiary of Level 3 listed on Schedule I thereto (each such subsidiary individually a "Subsidiary Grantor" and collectively, the "Subsidiary Grantors"; the Subsidiary Grantors, Level 3 and the Borrower are referred to collectively herein as the "Grantors") and MERILL LYNCH CAPITAL CORPORATION, ("MLCC"), as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined herein).

A. Reference is made to the Amended and Restated Credit Agreement dated as of June 27, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Level 3, the lenders named therein (the "Lenders"), and MLCC, as administrative agent and collateral agent (in such capacity, the "Agent") and collateral agent for the Lenders.

B. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement or the Collateral Agreement referred to therein, as applicable.

C. The Grantors have entered into the Collateral Agreement in order to induce the Lenders to make Loans. The undersigned Subsidiary (the "New Subsidiary") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Collateral Agreement.

Accordingly, the Collateral Agent and the New Subsidiary agree as follows:

SECTION 1. In accordance with Section 5.16 of the Collateral Agreement, the New Subsidiary by its signature below becomes a Grantor under the Collateral Agreement with the same force and effect as if originally named therein as a Grantor and the New Subsidiary hereby (a) agrees to all the terms and provisions of the Collateral Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct in all material respects on and as of the date hereof. In furtherance of the foregoing, the New Subsidiary, as security for the payment and performance in full of the Obligations (as defined in the Collateral Agreement), does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Subsidiary's right, title and interest in and to the Collateral (as defined in the Guarantee and Collateral Agreement) of the New Subsidiary. Each reference to a "Grantor" in the Collateral Agreement shall be deemed to include the New Subsidiary. The Collateral Agreement is hereby incorporated herein by reference.

SECTION 2. The New Subsidiary represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Subsidiary and the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Subsidiary hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the location of any and all Collateral of the New Subsidiary, (b) set forth under its signature hereto, is the true and correct legal name of the New Subsidiary, its jurisdiction of formation and the location of its chief executive office and (c) set forth on Schedule II attached hereto is a true and correct schedule of all the Pledged Securities of the New Subsidiary as well as a true and correct schedule of all applications and registrations for Intellectual Property owned by the New Subsidiary.

SECTION 5. Except as expressly supplemented hereby, the Collateral Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Collateral Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Collateral Agreement. All communications and notices hereunder to the New Subsidiary shall be given to it at the address set forth under its signature below.

IN WITNESS WHEREOF, the New Subsidiary and the Collateral Agent have duly executed this Supplement to the Collateral Agreement as of the day and year first above written.

WITEL COMMUNICATIONS, LLC

by



Name: Neil J. Eckstein

Title: Sr. Vice President & Asst. General Counsel

Address: 1025 Eldorado Blvd.
Broomfield, CO 80021

Legal Name: WilTel Communications, LLC

Jurisdiction
of Formation: Delaware

Location of Chief
Executive Office:
1025 Eldorado Blvd.
Broomfield, CO 80021

MERRILL LYNCH CAPITAL
CORPORATION, as Collateral Agent

by

Name:

Title:

by

Name:

Title:

IN WITNESS WHEREOF, the New Subsidiary and the Collateral Agent have duly executed this Supplement to the Collateral Agreement as of the day and year first above written.

WILTEL COMMUNICATIONS, LLC

by

Name:

Title:

Address: 1025 Eldorado Blvd.
Broomfield, CO 80021

Legal Name: WilTel Communications,
LLC

Jurisdiction
of Formation: Delaware

Location of Chief
Executive Office:
1025 Eldorado Blvd.
Broomfield, CO 80021

MERRILL LYNCH CAPITAL
CORPORATION, as Collateral Agent

by



Name:

Title: **Arminee H. Bowler**
Vice President

by

Name:

Title:

Schedule I to
Supplement No. 4 to the
Collateral Agreement

LOCATION OF COLLATERAL

Description	Location
Plant, property and equipment	Alabama Alaska Arizona Arkansas California Colorado Connecticut Delaware District of Columbia Florida Georgia Hawaii Idaho Illinois Indiana Iowa Kansas Kentucky Louisiana Maine Maryland Massachusetts Michigan Minnesota Mississippi Missouri Montana Nebraska Nevada New Hampshire New Jersey New Mexico New York North Carolina North Dakota Ohio Oklahoma

	Oregon Pennsylvania Rhode Island South Carolina South Dakota Tennessee Texas Utah Vermont Virginia Washington West Virginia Wisconsin Wyoming
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JURISDICTION OF FORMATION

Entity Name	Jurisdiction of Formation
WiTel Communications, LLC	Delaware

Schedule II to
Supplement No. 4 to the
Collateral Agreement

PLEGGED SECURITIES OF WILTEL COMMUNICATIONS, LLC

Capital Stock:

None.

Debt Securities:

None.

Intellectual Property:

See Attached.

WITel Communications, LLC Trademarks

MARK	STATUS	SERIAL NO.	REGISTRATION NO.	OWNER
We Answer to a Higher Calling	Registered	75455489	2371986	WITel Communications, LLC (formerly known as Williams Communications, Inc.)
Harnessing Technology	Registered	75493838	2305572	WITel Communications, LLC (formerly known as Williams Communications, Inc.)
Williams Multiservice Network	Registered	75515294	2367544	WITel Communications, LLC (formerly known as Williams Communications, Inc.)
Williams ATM Services	Registered	75584221	2307425	WITel Communications, LLC (formerly known as Williams Communications, Inc.)
Williams Collocation Services	Registered	75584223	2306056	WITel Communications, LLC (formerly known as Williams Communications, Inc.)
Williams Managed Services	Registered	75647267	2326178	WITel Communications, LLC (formerly known as Williams Communications, Inc.)
Dedicated Lite	Registered	75654487	2321598	WITel Communications, LLC (formerly known as Williams Communications, Inc.)
Williams Flex-uni logo	Registered	75775937	2341573	WITel Communications, LLC (formerly known as Williams Communications, Inc.)
Get Carried Away	Registered	75777636	2447494	WITel Communications, LLC (formerly known as Williams Communications, Inc.)
Williams Multi-Service	Registered	75791571	2372839	WITel Communications, LLC

TRADEMARK

REEL: 003456 FRAME: 0343

MARK	STATUS	SERIAL NO.	REGISTRATION NO.	OWNER
Broadband Network				(formerly known as Williams Communications, Inc.)
Williams Optical Wave Service	Registered	75864013	2390052	WillTel Communications, LLC (formerly known as Williams Communications, Inc.)
Williams Flex-Cir logo	Registered	76033321	2459631	WillTel Communications, LLC (formerly known as Williams Communications, Inc.)
E-everything	Registered	76063620	2475613	WillTel Communications, LLC (formerly known as Williams Communications, Inc.)
E-everything For Your Business Communications Needs	Registered	76063621	2482080	WillTel Communications, LLC (formerly known as Williams Communications, Inc.)