

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		10/29/2007	INC. ASSOCIATION: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Birch Telecom Finance, Inc.
<b>Street Address:</b>	2300 Main Street
<b>Internal Address:</b>	Suite 600
<b>City:</b>	Kansas City
<b>State/Country:</b>	MISSISSIPPI
<b>Postal Code:</b>	64108
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>Name:</b>	Birch Telecom, Inc.
<b>Street Address:</b>	2300 Main Street
<b>Internal Address:</b>	Suite 600
<b>City:</b>	Kansas City
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	64108
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	2467503	BIRCH
Registration Number:	2186707	BIRCH TELECOM
Registration Number:	2325801	BIRCH TELECOM
Registration Number:	2962432	BIRCHLINK
Registration Number:	1696494	CAPITAL GBS COMMUNICATIONS
Registration Number:	2908160	HOME CONNECTION

OP \$440.00 2467503

Registration Number:	2577238	I IONEX
Registration Number:	2542377	I IONEX
Registration Number:	2509015	IONEX
Registration Number:	2514288	IONEX TELECOMMUNICATIONS, INC.
Registration Number:	2503776	MIGHTY MOUTH
Registration Number:	2616143	SERVICE. SAVINGS. SIMPLICITY.
Registration Number:	2779990	SP@CE GENIE
Registration Number:	2691468	SP@CE HOST
Registration Number:	3016517	SPRAWLNET
Registration Number:	3047178	THE SPRAWLER
Registration Number:	2558118	YOUR BUSINESS' BEST FRIEND

**CORRESPONDENCE DATA**

Fax Number: (816)474-3216  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (816) 474-8100  
Email: sfbbacktion@spencerfane.com  
Correspondent Name: Kyle L. Elliott  
Address Line 1: 1000 Walnut Street  
Address Line 2: Suite 1400  
Address Line 4: Kansas City, MISSOURI 64106

ATTORNEY DOCKET NUMBER:	1273100-136
NAME OF SUBMITTER:	Kyle L. Elliott
Signature:	/kle/
Date:	10/30/2007

**Total Attachments: 6**  
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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks is given as of this 29th day of October, 2007, by **Wells Fargo Bank, National Association**, a national banking associating, located at Sixth and Marquette, MAC N9303-120, Minneapolis, Minnesota 55479, in its capacity as the successor Administrative Agent for the Lenders (as defined in the Collateral Agreement referred to below) (the "Assignor"), in favor of **Birch Telecom Finance, Inc.**, as Delaware corporation located at 2300 Main Street, Suite 600, Kansas City, Missouri 64108, **Birch Telecom, Inc.**, a Delaware corporation located at 2300 Main Street, Suite 600, Kansas City, Missouri 64108, and the other Grantors named on Exhibit A attached hereto (collectively, "Assignee"). Capitalized terms used in this Release of Security Interests in Trademarks, but not defined herein, shall have the respective meanings ascribed to them in the Collateral Agreement referred to below.

**WHEREAS**, Bank of America, N.A., in its capacity as Administrative Agent for the Lenders ("BoA"), and Assignee were parties to a Credit Agreement ("Credit Agreement"), a Guarantee and Collateral Agreement ("Collateral Agreement"), and a Trademark Security Agreement ("Trademark Security Agreement"), each dated as of April 13, 2006;

**WHEREAS**, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on April 17, 2006, at Reel 3291/Frame 0016;

**WHEREAS**, Assignor replaced BoA as Administrative Agent for the Lenders and, accordingly, the Trademark Security Agreement was assigned to Assignor and recorded with the U.S. Patent and Trademark Office on October 26, 2006, at Reel 3416/Frame 0546;

**WHEREAS**, pursuant to the Collateral Agreement and the Trademark Security Agreement, Assignee granted, assigned, conveyed, mortgaged, pledged, hypothecated and transferred to Assignor, for itself and for the ratable benefit of the Lenders, a security interest in, to, and under the following property, whether then owned by or owing to, or thereafter acquired by or assigned in favor of Grantor (including under any trade names, styles or derivations thereof) and whether consigned by or to, or leased form or to, such Grantor, and regardless of where located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations (the "Trademark Collateral"):

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any States thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule 1 attached hereto, and (ii) the right to obtain all renewals thereof (collectively referred to as the "Trademarks"); and

(ii) any agreement, whether written or oral, providing for grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 2 (collectively referred to as the "Licenses").

**WHEREAS**, Assignor desires to release its security interest in, to, and under the Trademark Collateral.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby releases its security interest in, to, and under the Trademark Collateral, and reassigns any and all interest that it may have therein to Assignee.

This Release of Security Interest in Trademarks shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]



EXHIBIT A TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

Other Grantors

AMERICAN LOCAL TELECOMM COMMUNICATIONS LLC  
BIRCH EQUIPMENT, INC.  
BIRCH INTERNET SERVICES, INC.  
BIRCH TELECOM OF ARKANSAS, INC.  
BIRCH TELECOM OF KANSAS, INC.  
BIRCH TELECOM OF NEBRASKA, INC.  
BIRCH TELECOM OF OKLAHOMA, INC.  
BIRCH TELECOM OF TEXAS LTD, LLP  
BIRCH TEXAS HOLDINGS, INC.  
CAPITAL COMMUNICATIONS CORPORATION  
DUNN & ASSOCIATES, INC.  
G.B.S. COMMUNICATIONS, INC.  
I.S. ADVERTISING, INC.  
M.B.S. LEASING, INC.  
TELESOURCE COMMUNICATIONS, INC.  
BIRCH TELECOM OF MISSOURI, INC.  
BIRCH KANSAS HOLDINGS, INC.  
BIRCH MANAGEMENT CORPORATION  
BIRCH TELECOM OF THE GREAT LAKES, INC.  
BIRCH TELECOM OF THE SOUTH, INC.  
BIRCH TELECOM OF THE WEST, INC.  
BIRCH TELECOM 1996, INC.  
IONEX COMMUNICATIONS, INC.  
IONEX COMMUNICATIONS NORTH, INC.  
IONEX COMMUNICATIONS SOUTH, INC.  
IONEX TELECOMMUNICATIONS LEASING, INC.  
TELECOM RESOURCES, INC.

Schedule 1

to

Release of Security Interest in Trademarks

<u>Mark</u>	<u>Registration No. (Serial No.)</u>	<u>Registration Date (Application Date)</u>	<u>Owner</u>
BIRCH	2,467,503	7/10/2001	BIRCH TELECOM, INC.
BIRCH TELECOM	2,186,707	9/1/1998	BIRCH TELECOM, INC.
BIRCH TELECOM (and free leaf design)	2,325,801	3/7/2000	BIRCH TELECOM, INC.
BIRCHLINK	2,962,432	6/14/2005	BIRCH TELECOM, INC.
CAPITAL GBS COMMUNICATIONS (and design)	1,696,494	6/23/1992	CAPITAL COMMUNICATIONS CORPORATION
HOME CONNECTION	2,908,160	12/7/2004	BIRCH TELECOM, INC.
I IONEX (and design)	2,577,238	6/11/2002	BIRCH TELECOM, INC.
I IONEX (and design)	2,542,377	2/26/2002	BIRCH TELECOM, INC.
IONEX	2,509,015	11/20/2001	BIRCH TELECOM, INC.
IONEX TELECOMMUNICATIONS, INC.	2,514,288	12/14/2001	BIRCH TELECOM, INC.
MIGHTY MOUTH	2,503,776	11/6/2001	BIRCH TELECOM, INC.
SERVICES.SAVINGS.SIMPLICITY	2,616,143	8/12/1998	BIRCH TELECOM, INC.
SP@CE GENIE	2,779,990	11/4/2003	BIRCH TELECOM, INC.
SP@CE HOST	2,691,468	2/25/2003	BIRCH TELECOM, INC.
SPRAWLNET	3,016,517	11/22/2005	BIRCH TELECOM, INC.
THE SPRAWLER	3,047,178	1/24/2006	BIRCH TELECOM, INC.
YOUR BUSINESS BEST FRIEND	2,558,118	4/9/2002	BIRCH TELECOM, INC.

Schedule 2

to

Release of Security Interest in Trademarks

NONE