

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest (Second-Lien Security Agreement)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Integra Telecom Holdings, Inc.		08/31/2007	CORPORATION: OREGON

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Collateral Agent:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2488110	INTEGRA TELECOM
Registration Number:	2694680	INTEGRA TELECOM
Registration Number:	2826400	CUSTOM T
Registration Number:	1716539	ELECTRIC LIGHTWAVE
Registration Number:	2372325	ELECTRIC LIGHTWAVE
Serial Number:	78788831	WEBGUARD
Serial Number:	78788833	WEBMESSAGE

CORRESPONDENCE DATA

Fax Number: (212)354-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-819-8200
 Email: trademarkdocket@whitecase.com
 Correspondent Name: Matthew Bart
 Address Line 1: White & Case LLP
 Address Line 2: 1155 Avenue of the Americas

CH \$190.00 2488110

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 1111779-1759

NAME OF SUBMITTER: Matthew Bart

Signature: /Matthew Bart/

Date: 11/21/2007

Total Attachments: 7
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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, INTEGRA TELECOM HOLDINGS, INC. (the "Grantor") with principal offices at 1201 NE Lloyd Boulevard, Suite 500, Portland, OR 97232-1202, hereby grants to DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent, with principal offices at 60 Wall Street, New York, New York 10005, (the "Grantee"), a security interest in (i) all of the Grantor's rights, title and interest in and to the United States trademarks and all trademark applications (the "Trademarks") set forth on Schedule A attached hereto, in each case together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Trademarks, (iii) the goodwill of the businesses with which the Trademarks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Second-Lien Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of August 31, 2007 (as the same may be further amended, modified, restated, and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Trademarks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement and is not intended to increase the rights of the Grantee pursuant to the Security Agreement or the obligations of the Grantee beyond the rights and obligations contained in the Security Agreement. The rights and remedies of the Grantee

with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.


Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble, have the meanings provided or provided by reference in the Security Agreement.

This Grant may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
31st day of August, 2007.

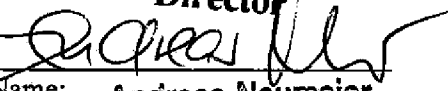
INTEGRA TELECOM HOLDINGS, INC.,
as Grantor

By 
Name: Matthew Fahey
Title: Senior Vice President of Finance

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent and Grantee

By 

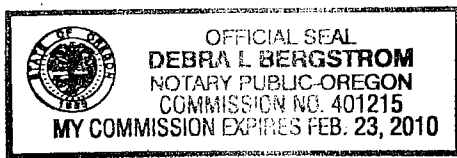
Name: **Anca Trifan**
Title: **Director**

By 

Name: **Andreas Neumeier**
Director

STATE OF OREGON)
) ss.
County of Multnomah)

On this 31st day of August, 2007, before me personally came Matthew Fahey who, being duly sworn, did state as follows: that he is Senior Vice President of Finance of INTEGRA TELECOM HOLDINGS, INC., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the board of Directors of said corporation.

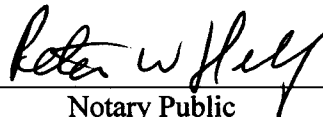


Debra L. Bergstrom

Notary Public for Oregon
My Commission Expires: 02/23/2010

STATE OF New York)
COUNTY OF New York) ss:

On this 30 day of August, 2007 before me personally came Anca Tri: fan + Andreas Neumeier who, being by me duly sworn, did state as follows: that [s]he is Director of Deutsche Bank, that [s]he is authorized to execute the foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.



Notary Public
Peter W. Heif
Notary Public, State of New York
No. 01HE6030586 Qualified in Suffolk County
Certificate Filed in New York County
Commission Expires Sept. 13, 2009

<u>MARK</u>	<u>REG./APP. NO.</u>	<u>REG./APP DATE</u>
INTEGRA TELECOM	2,488,110	9/11/01
INTEGRA TELECOM	2,694,680	3/11/03
CUSTOM T	2,826,400	3/23/04
ELECTRIC LIGHTWAVE	1,716,539	9/15/92
ELECTRIC LIGHTWAVE	2,372,325	8/1/00
WEBGUARD	78/788,831	1/10/06
WEBMESSAGE	78/788,833	1/10/06