

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
Eschelon Telecom, Inc.		08/31/2007	CORPORATION: DELAWARE
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: 4			
Property Type	Number	Word Mark	
Registration Number:	2907840	ONEEIGHTY COMMUNICATIONS	
Registration Number:	3225364	TFIRE	
Registration Number:	2640426	ESCHELON TELECOM, INC.	
Registration Number:	2605529	ESCHELON TELECOM	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1111779-1759		
NAME OF SUBMITTER:	Matthew Bart		

CH \$115.00 2907840

Signature:	/Matthew Bart/
Date:	11/26/2007
Total Attachments: 7 source=Second Lien#page1.tif source=Second Lien#page2.tif source=Second Lien#page3.tif source=Second Lien#page4.tif source=Second Lien#page5.tif source=Second Lien#page6.tif source=Second Lien#page7.tif	

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, ESCHELON TELECOM, INC. (the "Grantor") with principal offices at 730 Second Avenue South, Suite 900, Minneapolis, MN 55402, 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.

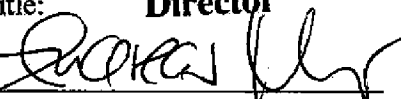
ESCHELON TELECOM, INC.,
as Grantor

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

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent and Grantee

By 
Name: **Anca Trifan**

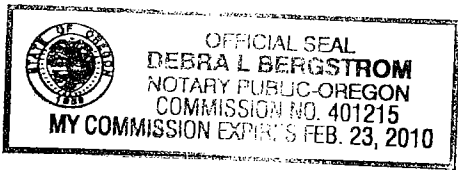
Title: **Director**

By 
Name: **Andreas Neumeier**

Director

STATE OF OREGON)
) ss.
County of Multnomah)

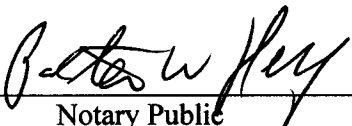
On this 31st day of August, 2007, before me personally came Matthew Fahey who, being duly sworn, did state as follows: that he is Senior Vice President of Finance of ESCHELON TELECOM, INC., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority 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 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. Helf
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. NO.</u>	<u>REG. DATE</u>
ONEEIGHTY COMMUNICATIONS	2,907,840	12/7/04
TFIRE	3,225,364	4/3/07
ESCHELON TELECOM, INC.	2,640,426	10/22/02
ESCHELON TELECOM	2,605,529	8/6/02