

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	U.S. Patent and Trademark Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Merrill Lynch Capital Corporation, as Collateral Agent		04/08/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Level 3 Communications, Inc.		
Street Address:	1025 Eldorado Boulevard		
City:	Broomfield		
State/Country:	COLORADO		
Postal Code:	80021		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76473973	BUY. MANAGE. SIMPLIFY.	
Serial Number:	78401210	PLUS HARDWARE	
CORRESPONDENCE DATA			
Fax Number:	(212)735-2000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-735-3000		
Email:	elisha.sakur@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom		
Address Line 1:	Four Times Square		
Address Line 2:	Attn: Jennifer Ward		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	031940/11 (J. WARD)		
NAME OF SUBMITTER:	Jennifer Ward		
Signature:	/Jennifer Ward/		

CH \$65.00 76473973

Date:

04/19/2008

Total Attachments: 3

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U.S. PATENT AND TRADEMARK RELEASE OF SECURITY INTEREST

THIS RELEASE dated as of April 8, 2008 by Merrill Lynch Capital Corporation, as Administrative Agent and Collateral Agent (as defined below) for the Lenders. Terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement referred to below.

A. Reference is made to the Amended and Restated Credit Agreement, dated as of June 27, 2006 (the "*Credit Agreement*"), among Level 3 Financing, Inc. (the "*Borrower*"), Level 3 Communications, Inc. ("*Level 3*"), the lenders from time to time party thereto (the "*Lenders*") and Merrill Lynch Capital Corporation (the "*Collateral Agent*"). Capitalized terms used herein without definition shall have the meanings specified in the Credit Agreement.

B. Reference is made to the Patent and Trademark Security Agreement dated as of June 27, 2006 (the "*Security Agreement*"), among the Grantors (as defined in the Security Agreement) in favor of the Collateral Agent, pursuant to which, among other things, the Grantors granted a security interest to the Collateral Agent, for the benefit of certain secured parties named therein, in the U.S. service marks and pending U.S. patent applications set forth on Annex I hereto (the "*Pledged Intellectual Property*"), which security interest was recorded with the United States Patent & Trademark Office.

C. In connection with the Closing of the sale of Software Spectrum, Inc. to Insight Enterprises, Inc. by Level 3 and Technology Spectrum, Inc. pursuant to that certain Stock Purchase Agreement dated as of July 20, 2006 (the "*SPA*"), the Pledged Intellectual Property was sold, conveyed, assigned, transferred and delivered to Insight Enterprises, Inc.

D. Reference is made to Section 9.14 of the Credit Agreement, which states that in connection with the sale of any Collateral permitted by the Credit Agreement that the Lien in favor of the Administration Agent and Collateral Agent shall automatically terminate and that the Collateral Agent shall execute and deliver all such releases, termination statements or other instruments, and take all such further actions, as shall be necessary to effectuate or confirm any release of Collateral pursuant to Section 9.14.

C. Pursuant to the Security Agreement and to effect the automatic release contemplated by Section 9.14 of the Credit Agreement, the Collateral Agent hereby releases all of its right, title and interest in and to the Pledged Intellectual Property granted under the Security Agreement by Level 3.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all the Collateral Agent's right, title and interest (including, without limitation, security interests) in and to the Pledged Intellectual Property pursuant to the Security Agreement or the Credit Agreement is confirmed to have automatically terminated as provided in the Credit Agreement and the Security Agreement and any Lien created under the Credit Agreement or the Security Agreement with respect to the Pledged Intellectual Property is hereby documented to have been fully released. This release shall be without recourse to, or representation or warranty by, the Collateral Agent and does not require the consent of any Lender.

[signature page follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed by its duly authorized officer as of the day and year above written.

MERRILL LYNCH CAPITAL CORPORATION, as Collateral Agent,

By Arminee Bowler

Name:

Title:

**ARMINEE BOWLER
VICE PRESIDENT**

ANNEX I

Serial No.	Title	Filing Date
10/961,811	Digital Content Distribution Framework	October 8, 2004

Serial No.	Service Mark	Filing Date
76473973	BUY.MANAGE.SIMPLIFY.	October 24, 2002
78401210	Plus Hardware (word mark)	April 14, 2004
78642541	Media Plane	June 2, 2005