

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ICG Communications, Inc.		02/16/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	LEVEL 3 COMMUNICATIONS, LLC
Street Address:	1025 ELDORADO BLVD.
City:	Broomfield
State/Country:	COLORADO
Postal Code:	80021
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	76104973	ICONVERGE
Serial Number:	75653524	HELLO, ICG.
Serial Number:	75499256	ICG
Serial Number:	75402067	ICG COMMUNICATIONS, INC.
Serial Number:	75402060	ICG TELECOM GROUP
Serial Number:	75363242	ICG
Serial Number:	75260581	

CORRESPONDENCE DATA	
Fax Number:	(303)607-3600
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>
Phone:	303-607-3500
Email:	trademarkdnvr@faegre.com
Correspondent Name:	Jennifer Daniel Collins
Address Line 1:	1700 Lincoln Street
Address Line 2:	3200 Wells Fargo Center

OP \$190.00 76104973

Address Line 4: Denver, COLORADO 80203-4532

ATTORNEY DOCKET NUMBER: 74120-376354

NAME OF SUBMITTER: Jennifer Daniel Collins

Signature: /Jennifer Daniel Collins/

Date: 02/23/2009

Total Attachments: 3
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Trademark Assignment Agreement

This Trademark Assignment Agreement is dated as of this 16th day of February, 2008 (“Effective Date”), by and between ICG Communications, Inc., a Corporation under the laws of Delaware, (“Assignor”) and Level 3 Communications, LLC, a Limited Liability Company under the laws of Delaware (the “Assignee”).

WHEREAS, Assignor is a wholly-owned subsidiary of Assignee;

WHEREAS, Assignor owns all right, title and interest in and to the trademark and/or service mark application(s) and/or registration(s) set forth on the accompanying Schedule A, all common law rights associated therewith, together with all goodwill arising from the use of and symbolized by said trademarks and service marks (the “Marks”);

WHEREAS, Assignee is desirous of acquiring said Mark(s) and all title and rights thereunder, together with the goodwill of the business with which the Mark(s) is used and which is symbolized by the Marks;

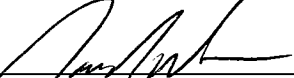
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree hereto as follows:

1. Irrevocable Assignment of the Marks by Assignor to Assignee: Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Marks, including any applications to register the Marks, together with the goodwill of the business symbolized by the Marks and the right to sue for and recover damages and profits for any past, present or future infringements thereof (collectively, the “Assigned Rights”).
2. Assumptions by Assignee: Assignee hereby accepts and assumes the Assigned Rights. Assignee shall be solely responsible for all actions and all costs whatsoever, including attorneys’ fees, arising after the Effective Date and associated with the perfection of rights, title and interest in and to the Marks. Further, Assignee shall be

solely responsible for all actions and all costs whatsoever, including attorneys' fees, arising after the Effective Date and associated with the continuous prosecution and maintenance and enforcement of the Marks, and Assignee shall have no obligation to pay any maintenance fees which become due for the Marks thereafter.

Date: 02/16/09

ICG Communications, Inc.

By 

Name: DAVID D. WIER IV

Title: SR. PATENT COUNSEL

Date: 02/16/09

Level 3 Communications, LLC

By 

Name: DAVID D. WIER IV

Title: SR. PATENT COUNSEL

STATE OF COLORADO)

) ss.

COUNTY OF BROOMFIELD)

On this 16th day of February, 2009, before me personally David D. Wier IV, to me known to be the person described in and who executed the foregoing instrument and acknowledged that s/he executed the same as his/her free act and deed.




Notary Public

SCHEDULE A
ICG COMMUNICATIONS, INC. – U.S. TRADEMARKS

Mark	Application Date	Application Serial No.	Registration Date	Registration No.
ICONVERGE	08/07/2000	76104973	12/03/2002	2655551
HELLO, ICG.	03/04/1999	75653524	02/29/2000	2324176
ICG	06/09/1998	75499256	06/27/2000	2363042
ICG COMMUNICATIONS, INC.	12/08/1997	75402067	12/07/1999	2297397
ICG TELECOM GROUP	12/08/1997	75402060	02/08/2000	2315341
ICG	09/25/1997	75363242	02/08/2000	2315289
ICG Logo	03/20/1997	75260581	06/17/2003	2726127