

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eschelon Telecom, Inc.		04/23/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Collateral Trustee		
Street Address:	633 West Fifth St, 24th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2605529	ESCHELON TELECOM	
Registration Number:	2640426	ESCHELON TELECOM, INC.	
Registration Number:	2907840	ONEEIGHTY COMMUNICATIONS	
Registration Number:	3225364	TFIRE	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins, c/o Julie Dalke		
Address Line 1:	650 Town Center Dr, 20th floor		
Address Line 2:	045494-0037		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	045494-0037		
NAME OF SUBMITTER:	Adam Kummins		

OP \$115.00 2605529

900160605

**TRADEMARK
 REEL: 004193 FRAME: 0530**

Signature:	/Adam Kummins/
Date:	04/27/2010
Total Attachments: 5 source=Executed_Grant of Security Interest in US Trademarks ETI#page1.tif source=Executed_Grant of Security Interest in US Trademarks ETI#page2.tif source=Executed_Grant of Security Interest in US Trademarks ETI#page3.tif source=Executed_Grant of Security Interest in US Trademarks ETI#page4.tif source=Executed_Grant of Security Interest in US Trademarks ETI#page5.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 1201 NE Lloyd Blvd, Suite 500, Portland, OR 97232, does hereby assign and transfer unto U.S. Bank National Association, as Collateral Trustee, with principal offices at 633 West Fifth Street, 24th Floor, Los Angeles, CA 90071, (the “Grantee”), and does hereby pledge and grant to the Grantee, for the benefit of the Secured Parties, a continuing security interest in all of the right, title and interest, powers, remedies, privileges and other benefits of such Grantor in, to and under all trademarks, service marks, trade dress, corporate names, company names, business names, fictitious business names, certification marks, collective marks, logos, trade names and other source or business identifiers, designs and general intangibles of a like nature, including all registrations and applications listed on Schedule A hereto, (but excluding any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law) as well as all of the goodwill of the business connected with the use of and symbolized by the foregoing (the “Trademarks”), in each case together with the right to sue for past, present and future infringements, dilutions and other violations thereof, all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and all other rights accruing thereunder or pertaining thereto throughout the world.

THIS GRANT is made to secure the satisfactory performance and payment of all of the Grantor’s Priority Lien Obligations, as such term is defined in (or incorporated by

reference in) the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of April 23, 2010 (as the same may be 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.

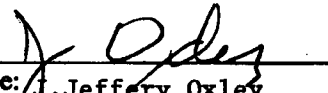
This Grant may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

This Grant shall be construed in accordance with and be governed by the law of the State of New York without regard to conflict of law principles that would result in the application of any law other than the law of the State of New York.

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

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.

ESCHELON TELECOM, INC., as Grantor

By 
Name: J. Jeffery Oxley
Title: Executive Vice President,
General Counsel and Secretary

Signature page to Grant of Security Interest in United States Trademarks

TRADEMARK
REEL: 004193 FRAME: 0534

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.

ESCHELON TELECOM, INC., as Grantor

By _____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Trustee and Grantee

By  _____
Name:
Title:

[Signature page to Grant of Security Interest in United States Trademarks]

SCHEDULE A

<u>MARK</u>	<u>REG. DATE</u>	<u>REG. NO.</u>
ESCHELON TELECOM	08/6/2002	2,605,529
ESCHELON TELECOM, INC. and Design	10/22/2002	2,640,426
ONEEIGHTY COMMUNICATIONS and Design	12/7/2004	2,907,840
TFIRE	04/3/2007	3,225,364