

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
HBK Investments LP		07/21/2011	LIMITED PARTNERSHIP: TEXAS

**RECEIVING PARTY DATA**

<b>Name:</b>	Conterra Ultra Broadband Holdings, Inc.
<b>Street Address:</b>	2101 Rexford Road
<b>Internal Address:</b>	Suite 200E
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28211
<b>Entity Type:</b>	CORPORATION: NORTH CAROLINA

<b>Name:</b>	Conterra Ultra Broadband, LLC
<b>Street Address:</b>	2101 Rexford Rd.
<b>Internal Address:</b>	Suite 200E
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28211
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: SOUTH CAROLINA

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2785545	CONTERRA
Registration Number:	3611569	CONTERRA BACKHAUL SOLUTIONS
Registration Number:	3634871	CONTERRA TELECOM SERVICES

**CORRESPONDENCE DATA**

Fax Number: (404)853-8806

**900204718**

**TRADEMARK  
 REEL: 004642 FRAME: 0422**

**CH \$90.00 2785545**

Phone: 404.853.8000  
Email: julie.murphy@sutherland.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Sutherland Asbill & Brennan LLP  
Address Line 1: 999 Peachtree Street NE  
Address Line 4: Atlanta, GEORGIA 30309-3996

ATTORNEY DOCKET NUMBER:	10801-0332
NAME OF SUBMITTER:	Rebecca Gelfand
Signature:	/Rebecca Gelfand/
Date:	10/14/2011

**Total Attachments: 7**  
source=Intellectual Property Security Release Agreement#page1.tif  
source=Intellectual Property Security Release Agreement#page2.tif  
source=Intellectual Property Security Release Agreement#page3.tif  
source=Intellectual Property Security Release Agreement#page4.tif  
source=Intellectual Property Security Release Agreement#page5.tif  
source=Intellectual Property Security Release Agreement#page6.tif  
source=Intellectual Property Security Release Agreement#page7.tif

**INTELLECTUAL PROPERTY**  
**SECURITY RELEASE AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY RELEASE AGREEMENT (“Security Release”), effective as of July 21, 2011, is executed and delivered by HBK Investments L.P. (the “Agent”), as an agent for itself and the Secured Parties, in favor of Conterra Ultra Broadband, LLC (the “Grantor”) and Conterra Ultra Broadband Holdings, Inc. (collectively, the “Borrowers” and individually, a “Borrower”).

WHEREAS, the Borrowers, the Agent, and the Lenders entered into a Credit Agreement (as amended, modified, restated or supplemented from time to time), a Guarantee and Collateral Agreement (as amended, modified, restated or supplemented from time to time) and an Intellectual Property Security Agreement (the “IP Security Agreement”; collectively, the “Security Agreements”), each dated as of August 24, 2007, whereby the Grantor granted the Agent security interests in the Collateral (as defined in the IP Security Agreement), including the intellectual property rights listed on Schedules A, B and C attached hereto. Capitalized terms not otherwise defined herein have the meaning given in the IP Security Agreement;

WHEREAS, the Agent now agrees to release the security interests with respect to the Collateral, including the intellectual property listed on Schedules A, B and C, on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent and the Grantor hereby agree as follows:

Section 1. Release of Security in Collateral. The Agent hereby does release, sell, assign and transfer to Grantor without recourse, representation or warranty of any kind Agent’s security interest in and to all of Grantor’s entire right, title, and interest in and to the Collateral, including without limitation all rights the Agent may have with respect to:

- (i) the Patents; and
- (ii) the Trademarks, including without limitation the Trademarks listed on Schedule B attached hereto, and including without limitation all goodwill associated with and symbolized by the trademarks; and
- (iii) the Copyrights; and
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Borrower accruing thereunder or pertaining thereto; and

(v) any and all claims for damages and injunctive relief for past, present, or future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, Collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

the foregoing to be held and enjoyed by the Grantor, for its own use and behoof, and for its legal representatives and assigns, to the full end of the term for which said Collateral have been granted, as fully and entirely as the same would have been held by the Grantor had this assignment and sale not been made.

Section 2. Binding Effects; Benefits. This Security Release shall be binding upon the Agent and its successors and assigns, and shall inure to the benefit of the Grantor and its successors and assigns.

Section 3. Section Headings. The Section Headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

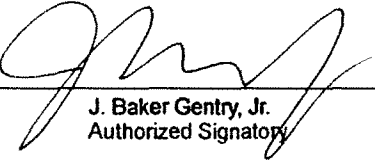
(Signatures on next page)

Security Release Agreement

IN WITNESS WHEREOF, the Agent has duly executed and delivered this Security Release Agreement under seal as of the date and year first written above.

ATTEST:

**HBK Investments L.P.**

By:  \_\_\_\_\_ *JBK*  
Name: J. Baker Gentry, Jr.  
Title: Authorized Signatory

**Conterra Ultra Broadband, LLC**

By: \_\_\_\_\_  
Name:  
Title:

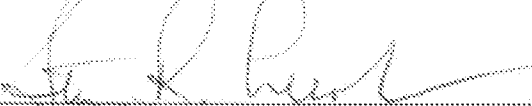
Security Release Agreement

IN WITNESS WHEREOF, the Agent has duly executed and delivered this Security Release Agreement under seal as of the date and year first written above.

**HBK Investments L.P.**

By: \_\_\_\_\_  
Name:  
Title:

**Conterra Ultra Broadband, LLC**

By:   
Name: *Stephen R. Leason*  
Title: *CEO*

**SCHEDULE A – THE PATENTS**

None.

**SCHEDULE B – THE TRADEMARKS**

<b>MARK</b>	<b>REGISTRATION No.</b>	<b>REGISTRATION DATE</b>
CONTERRA	2,651,513	11.19.2002
CONTERRA	2,785,545	11.25.2003
CONTERRA BACKHAUL SOLUTIONS	3,611,569	04.28.2009
CONTERRA TELECOM SERVICES	3,634,871	06.09.2009



**SCHEDULE C – THE COPYRIGHTS**

None.

13172960.3