

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		02/22/2013	National Association: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Integra Telecom Holdings, Inc.
<b>Street Address:</b>	1201 NE Lloyd Blvd., Suite 500
<b>City:</b>	Portland
<b>State/Country:</b>	OREGON
<b>Postal Code:</b>	97232
<b>Entity Type:</b>	CORPORATION: OREGON

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	2694680	INTEGRA TELECOM
Registration Number:	2826400	CUSTOM T
Registration Number:	2372325	ELECTRIC LIGHTWAVE
Registration Number:	1716539	ELECTRIC LIGHTWAVE
Registration Number:	3554195	NEXUS
Registration Number:	3428396	WEBMESSAGE
Registration Number:	3590367	INTEGRA TELECOM
Registration Number:	3686558	INTEGRACARE
Registration Number:	3428395	WEBGUARD

**CORRESPONDENCE DATA**

Fax Number: 3026365454  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 800-927-9801 x 62348

CH \$240.00 2694680

Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	545691-15
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	02/25/2013

Total Attachments: 5  
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source=2-25-13 US Bank-Integra Telecom 2-TM#page4.tif  
source=2-25-13 US Bank-Integra Telecom 2-TM#page5.tif

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

U.S. Bank National Association

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) US - Federal

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) February 22, 2013

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Integra Telecom Holdings, Inc.

Street Address: 1201 NE Lloyd Blvd, Suite 500

City: Portland

State: OR

Country: USA Zip: 97232

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Oregon
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Nicole Piazza

Internal Address: \_\_\_\_\_

Street Address: Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212.701.3231

Docket Number: \_\_\_\_\_

Email Address: npiazza@cahill.com

**6. Total number of applications and registrations involved:**

9

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

  
Signature

2/22/13

Date

Nicole Piazza

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## **RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARKS**

THIS RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this "Release") is made effective as of February 22, 2013 ("Effective Date"), by U.S. Bank National Association, in its capacity as Collateral Trustee for the benefit of the Secured Parties (the "Collateral Trustee") to and in favor of Integra Telecom Holdings, Inc. (the "Grantor"). Capitalized terms used but not otherwise defined herein have the meanings set forth in the Trademark Security Agreement (as defined below), and if not defined therein, in the Security Agreement (as defined below).

WHEREAS, Grantor, the other assignors from time to time party thereto, and the Collateral Trustee entered into a Security Agreement, dated as of April 23, 2010 (as the same may be amended, modified, restated, and/or supplemented from time to time, the "Security Agreement");

WHEREAS, on April 23, 2010, the Grantor executed in favor of the Collateral Trustee a Grant of Security Interest in United States Trademarks (the "Trademark Security Agreement");

WHEREAS, pursuant to the Security Agreement and Trademark Security Agreement, the Grantor assigned, transferred, pledged, and granted to the Collateral Trustee, for the benefit of the Secured Parties, a continuing security interest (the "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 (the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office ("USPTO") on April 27, 2010, at reel/frame 004193/0537; and

WHEREAS, the Collateral Trustee acknowledges the satisfactory performance and payment of all of the Grantor's Priority Lien Obligations, and wishes to release its Security Interest in the Trademark Collateral.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Trustee hereby releases the Security Interest in the Trademark Collateral. If and to the extent the Collateral Trustee has acquired any right, title or interest in, to or under any of the Trademark Collateral, it hereby assigns and transfers such right, title or interest to the Grantor, including, but not limited to, any and all rights to sue for and collect damages for past infringements.

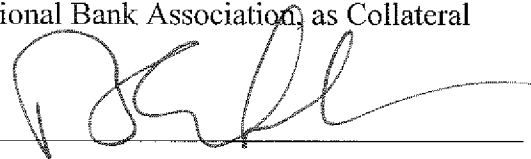
The Collateral Trustee hereby authorizes the Grantor, or the Grantor's authorized representatives to: (a) record this Release with the USPTO and/or any other applicable governmental office or agency, and (b) file UCC financing statement amendments with the applicable filing offices in order to memorialize the release by the Collateral Trustee of the Security Interest in the Trademark Collateral.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized officer as of the Effective Date.

U.S. National Bank Association, as Collateral Agent

By: \_\_\_\_\_



Name: Bradley E. Scarbrough

Title: Vice President

**SCHEDULE A**

<u>MARK</u>	<u>REG. DATE</u>	<u>REG. NO.</u>
INTEGRA TELECOM AND DESIGN	03/11/2003	2,694,680
CUSTOM T	03/23/2004	2,826,400
ELECTRIC LIGHTWAVE and Design	08/01/2000	2,372,325
ELECTRIC LIGHTWAVE	09/15/1992	1,716,539
NEXUS	12/30/2008	3,554,195
WEBGUARD	5/13/2008	3,428,395
WEBMESSAGE	5/13/2008	3,428,396
INTEGRA TELECOM	3/17/2009	3,590,367
INTEGRACARE	09/22/2009	3,686,558