

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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			
Name:	Eschelon Telecom, Inc.		
Street Address:	1201 NE Lloyd Blvd., Suite 500		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97232		
Entity Type:	CORPORATION: DELAWARE		
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:	3026365454		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	800-927-9801 x 62348		
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:	545691-20		

CH \$115.00 2605529

NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	02/25/2013
Total Attachments: 5 source=2-25-13 US Bank-Eschelon Telecom 2 (4)-TM#page1.tif source=2-25-13 US Bank-Eschelon Telecom 2 (4)-TM#page2.tif source=2-25-13 US Bank-Eschelon Telecom 2 (4)-TM#page3.tif source=2-25-13 US Bank-Eschelon Telecom 2 (4)-TM#page4.tif source=2-25-13 US Bank-Eschelon Telecom 2 (4)-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: Eschelon Telecom, 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 Delaware
- 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:

4

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

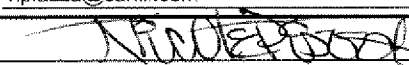
- Authorized to be charged to deposit account
- Enclosed

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 Eschelon Telecom, 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 004193/0530; 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.

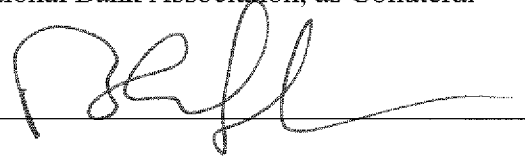
The Collateral Trustee hereby authorizes the Grantor, or the Grantor's authorized representatives to: (a) record this Release with the USPTO and/or any other applicable governmental office or agency, and (b) file UCC financing statement amendments with the applicable filing offices in order to memorialize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

[Signature Page to Follow]

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

U.S. National Bank Association, as Collateral
Trustee

By: _____

A handwritten signature in black ink, appearing to read 'B. Scarbrough', written over a horizontal line.

Name: Bradley E. Scarbrough

Title: Vice President

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