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
Integra Telecom Holdings, Inc.		02/22/2013	CORPORATION: OREGON
Integra Telecom, Inc.		02/22/2013	CORPORATION: OREGON
Eschelon Telecom, Inc.		02/22/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc.
Street Address:	1585 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2694680	INTEGRA TELECOM
Registration Number:	2372325	ELECTRIC LIGHTWAVE
Registration Number:	1716539	ELECTRIC LIGHTWAVE
Registration Number:	3428395	WEBGUARD
Registration Number:	3428396	WEBMESSAGE
Registration Number:	3590367	INTEGRA TELECOM
Registration Number:	3686558	INTEGRACARE
Registration Number:	3264376	NOVUS
Registration Number:	2907840	ONEEIGHTY COMMUNICATIONS
Registration Number:	2640426	ESCHELON TELECOM, INC.
Registration Number:	3225364	TFIRE

CH $290.00 2694680

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
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:	541989-10
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	02/27/2013

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement") dated as of February 22, 2013, is made by the Persons listed on the signature pages hereof (each, a "Grantor") in favor of Morgan Stanley Senior Funding, Inc., as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

Whereas, each Grantor has entered into that certain Security Agreement dated as of February 22, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

Whereas, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, the Trademark Collateral (as defined below), and has agreed to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement. For purposes of this Trademark Security Agreement, the term "Trademark Collateral" shall mean all of the following now owned or hereafter acquired by each Grantor: (a) the Trademark registrations and applications set forth on Schedule A attached hereto, together with the goodwill of the business connected with the use thereof and symbolized thereby or associated therewith, and (b) all: (i) extensions and renewals thereof, (ii) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims and payments for past, present or future infringements or dilutions thereof, and (iii) all rights to sue for past, present and future infringements or dilutions thereof.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of each Grantor's right, title and interest in, to and under the Trademark Collateral; provided that, in no event shall any security interest be granted in 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 and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such application or any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein).

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST), BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has executed this Trademark Security Agreement as of the date first above written.

INTEGRA TELECOM HOLDINGS, INC.

By:_____
Name: Jesse Selnick
Title: Chief Financial Officer

INTEGRA TELECOM, INC.

By:_____
Name: Jesse Selnick
Title: Chief Financial Officer

ESCHELON TELECOM, INC.

By:_____
Name: Jesse Selnick
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Acknowledged and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: Reagan C. Philip
Name: Reagan Philip
Title: Authorized Signatory

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

Schedule A

Trademark Registrations and Trademark Applications

Grantor: Integra Telecom Holdings, Inc.

Title	Filing Date/Registration Date	Status [Pending/Registered]	Application/ Registration No.
INTEGRA TELECOM AND DESIGN	03/11/2003	Registered	2,694,680
ELECTRIC LIGHTWAVE and Design	08/01/2000	Registered	2,372,325
ELECTRIC LIGHTWAVE	09/15/1992	Registered	1,716,539
WEBGUARD	5/13/2008	Registered	3,428,395
WEBMESSAGE	5/13/2008	Registered	3,428,396
INTEGRA TELECOM	3/17/2009	Registered	3,590,367
INTEGRACARE	09/22/2009	Registered	3,686,558

Grantor: Integra Telecom, Inc.

Title	Filing Date/Registration Date	Status [Pending/Registered]	Application/ Registration No.
NOVUS	7/17/2007	Registered	3,264,376
ONEEIGHTY COMMUNICATIONS and Design	12/7/2004	Registered	2,907,840

Grantor: Eschelon Telecom, Inc.

Title	Filing Date/Registration Date	Status [Pending/Registered]	Application/ Registration No.
ESCHELON TELECOM, INC. and Design	10/22/2002	Registered	2,640,426
TFIRE	04/3/2007	Registered	3,225,364

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