

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
JP Morgan Chase Bank, N.A.		12/03/2001	Bank:
RECEIVING PARTY DATA			
Name:	RuffaloCODY, LLC		
Street Address:	65 Kirkwood North Road		
City:	Cedar Rapids		
State/Country:	IOWA		
Postal Code:	52404		
Entity Type:	LIMITED LIABILITY COMPANY: IOWA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1992581	CAMPUSCALL	
Registration Number:	1838820	CAMPUSCALL	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-735-4559		
Email:	vindra.richter@weil.com		
Correspondent Name:	Vindra Richter c/o Weil et al		
Address Line 1:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	71457.0003/R.VIGNEAUX/VR		
NAME OF SUBMITTER:	Vindra Richter		
Signature:	/vindra richter/		

CH \$65.00 1992581

Date:

05/20/2013

Total Attachments: 5
source=JP#page1.tif
source=JP#page2.tif
source=JP#page3.tif
source=JP#page4.tif
source=JP#page5.tif

DECLARATION CONFIRMING RELEASE OF SECURITY INTEREST

May 20, 2013

I, Albert P. Ruffalo, declare as follows:

1. I am Executive Chairman of RuffaloCODY, LLC.

2. McLeodUSA Incorporated ("McLeod") and its subsidiaries granted a security interest in the trademarks listed in Exhibit A, attached hereto (the "Trademarks"), to JP Morgan Chase Bank, N.A. ("JP Morgan") pursuant to a Subsidiary Security Agreement, dated as of May 31, 2000 and recorded at Reel 2101 Frame 0777 (the "Credit Agreement"), and pursuant to the related Amended and Restated Security Agreement, dated as of April 16, 2002, recorded at Reel 2490 Frame 0500 (the "Amended and Restated Credit Agreement").

3. RuffaloCODY, LLC (originally known as RCNEWCO), entered into an Asset Purchase Agreement with Ruffalo, Cody & Associates, Inc. (a subsidiary of McLeod) (the "Transaction") pursuant to which property and assets, including the Trademarks, were transferred from McLeod to RCNEWCO, resulting in eventual ownership of the Trademarks by RuffaloCODY, LLC.

4. As a result of the Transaction, the security interests granted by McLeod to JP Morgan in the Trademarks have been released.

5. JP Morgan confirmed such release via a December 3, 2001 letter (the "McLeodUSA Letter"), attached hereto as Exhibit B, stating that upon such property and asset transfer, "any lien or security interest of the [I]enders under the Credit Agreement or related security documents would automatically cease to apply to such assets, without necessity of any further approval, consent or other action by the [I]enders."

6. The information contained in this Declaration of Release of Security Interest and the Recordation Cover Sheet submitted herewith is true and correct.

[The remainder of this page is intentionally left blank.]

This Declaration Confirming Release of Security Interest has been duly executed as of the first date written above.

Albert P. Ruffalo
Name: Albert P. Ruffalo
Title: Exec. Chairman

[Declaration Confirming Release of Security Interest]

TRADEMARK
REEL: 005031 FRAME: 0221

EXHIBIT A

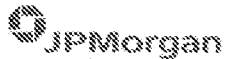
Trademarks

CAMPUSCALL Registration #1992581

CAMPUSCALL Registration #1838820

EXHIBIT B

McLeodUSA Letter



John Kowalczyk
Vice President

December 3, 2001

RCNEWCO, Inc.

McLeodUSA

Dear Sirs:

JPMorgan Chase Bank ("JPMorgan") acts as Administrative Agent and Collateral Agent (collectively, the "Agent") under the Credit Agreement dated as of May 31, 2000, as amended (the "Credit Agreement") among McLeodUSA Incorporated ("McLeod"), various lenders (the "Lenders") and JPMorgan, as Agent. We understand that RCNEWCO, Inc. ("RCNEWCO") proposes to enter into an Asset Purchase Agreement with Ruffalo, Cody & Associates, Inc., a subsidiary of McLeod, pursuant to which RCNEWCO will purchase substantially all of the property and assets owned by such subsidiary and certain assets owned by McLeod which are used directly and exclusively in the business of such subsidiary. You have inquired as to the applicability of the Credit Agreement to such a transaction.

Although JPMorgan is not empowered, in its capacity as Agent, to interpret or waive provisions of the Credit Agreement on behalf of other Lenders and does not purport to do so in this letter, we did take the primary role in negotiating the Credit Agreement with McLeod and can advise you as to our own understanding of the intended operation of its provisions.

Subject to the foregoing, we draw your attention to Section 6.07 of the Credit Agreement, which permits McLeod and its subsidiaries, among other things, to sell, transfer or dispose of assets for fair value and for consideration consisting of at least 75% cash (or certain other forms of consideration) and subject to certain requirements with respect to the application of cash proceeds. We confirm our understanding that (i) a sale of the assets contemplated by the Asset Purchase Agreement that conforms to the foregoing requirements would be permitted by Section 6.07 and (ii) upon the transfer of the property and assets contemplated by the Asset Purchase Agreement and receipt by McLeod of the consideration therefor, any lien or security

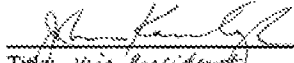
JPMorgan Chase Bank • 270 Park Avenue, Floor 36, New York, NY 10017-2070
Telephone: 212 270 6782 • Facsimile: 212 270 9584
john_kowalczyk@jpmorgan.com

interest of the Lenders under the Credit Agreement or related security documents would automatically cease to apply to such assets, without the necessity of any further approval, consent or other action by the Lenders.

Sincerely yours,

JPMORGAN CHASE BANK,

by


Title: Vice President