

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM298705

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
XO Communications, LLC		03/20/2014	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	UBS AG, Stamford Branch, as Collateral Agent
<b>Street Address:</b>	677 Washington Boulevard
<b>Internal Address:</b>	6th Floor
<b>City:</b>	Stamford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06901
<b>Entity Type:</b>	Banking Corporation: SWITZERLAND

## PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	2766269	ALLEGIANCE SELECT
Registration Number:	2764534	CONCENTRIC
Registration Number:	3019167	
Registration Number:	2840666	EVERYTHING YOU WANT. EXACTLY WHAT YOU NE
Registration Number:	2435186	IMPOSSIBLY EASY
Registration Number:	3139494	NEXTLINK
Registration Number:	2096863	THE CONCENTRIC NETWORK
Registration Number:	2931064	XO
Registration Number:	2796529	XO
Registration Number:	2941036	XO
Registration Number:	2929933	XO
Registration Number:	2796530	XO
Registration Number:	2796531	XO
Registration Number:	2764788	XO
Registration Number:	2898494	XO
Registration Number:	2796532	XO
Registration Number:	2915944	XO
Registration Number:	2891109	XO

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2768040	XO NOT JUST TALK.
Registration Number:	2764790	XO NOT JUST TALK.
Registration Number:	2854201	XO NOT JUST TALK
Registration Number:	2770211	XOFFERINGS
Registration Number:	2769615	XOPTIONS
Registration Number:	2870340	XOPTIONS
Serial Number:	78873481	

**CORRESPONDENCE DATA**

**Fax Number:** 3129939767  
**Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.**  
**Phone:** 312-993-2622  
**Email:** gayle.grocke@lw.com  
**Correspondent Name:** Gayle D. Grocke c/o Latham & Watkins LLP  
**Address Line 1:** 233 S. Wacker Drive  
**Address Line 2:** Suite 5800  
**Address Line 4:** Chicago, ILLINOIS 60606

<b>ATTORNEY DOCKET NUMBER:</b>	038266-0259
<b>NAME OF SUBMITTER:</b>	Gayle D. Grocke
<b>SIGNATURE:</b>	/gdg/
<b>DATE SIGNED:</b>	03/20/2014

**Total Attachments: 12**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of March 20, 2014 (this “**IP Security Agreement**”), is made by XO Communications, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of UBS AG, STAMFORD BRANCH, as collateral agent (in such capacity and together with its successors and assigns in such capacity, the “**Collateral Agent**”). Capitalized terms used in this IP Security Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement (as defined below).

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of March 20, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), by and among the Grantor, the Collateral Agent and certain other parties thereto from time to time, the Grantor granted to the Collateral Agent, for the ratable benefit of the Secured Parties (as defined in the Credit Agreement), a security interest in the Pledged Collateral, including, without limitation, the copyrights listed on Schedule I hereto, the trademarks and trademark applications listed on Schedule II hereto and the patents and patent applications listed on Schedule III hereto (the “**Intellectual Property**”); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor agreed to execute and deliver this IP Security Agreement in order to record the security interest granted to the Collateral Agent for the benefit of the Secured Parties (as defined in the Credit Agreement) with the United States Copyright Office (“**USCO**”) and the United States Patent and Trademark Office (“**USPTO**”).

NOW, THEREFORE, for the consideration set forth herein and in the Guarantee and Collateral Agreement, the parties hereby agree as follows:

1. **Grant of Security Interest.** The Grantor, as security for the full, prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Credit Agreement), hereby assigns, pledges and grants to the Collateral Agent, for the ratable benefit of the Secured Parties (as defined in the Credit Agreement), a security interest in all of its right, title and interest in, to and under the following assets and properties (including, without limitation, the Intellectual Property), in each case, wherever located and whether now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest:

- a. (i) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, (ii) registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the USCO (or any successor office or any similar office in any other country), including, without limitation, those listed on Schedule I hereto, (c) all extensions, renewals and restorations thereof, (d) all Proceeds of the foregoing, including, but not limited to, all income, fees, royalties, damages, claims

and payments now or hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present and future infringements, misappropriations or other violations with respect thereto and (e) rights to sue or otherwise recover for past, present and future infringements, misappropriations or violations thereof;

b. (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof (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(d) of the Lanham Act or an "Amendment to Allege 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), and all extensions or renewals thereof, including, without limitation, those listed on Schedule II hereto, (ii) all goodwill associated therewith or symbolized thereby, including all other assets, rights and interests that uniquely reflect or embody such goodwill, (iii) all extensions and renewals thereof, (iv) all Proceeds of the foregoing, including, but not limited to, income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present and future infringements, misappropriations or other violations with respect thereto and (v) rights to sue or otherwise recover for past, present and future infringements, misappropriations or violations thereof; and

c. (i) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the USPTO (or any successor or any similar offices in any other country), including, without limitation, those listed on Schedule III hereto, (ii) all reissues, substitutes, reexaminations, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein, (iii) all Proceeds of the foregoing, including, but not limited to, all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present and future infringements, misappropriations or other violations with respect thereto and (d) rights to sue or otherwise recover for past, present and future infringements, misappropriations or violations thereof.

2. **Recordation.** The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Trademarks, the Commissioner for Patents and any other applicable government officer record this IP Security Agreement.

3. **IP Security Agreement.** The security interest granted pursuant to this IP Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

4. **Execution in Counterparts.** This IP Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this IP Security Agreement by facsimile transmission or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this IP Security Agreement.

5. **Applicable Law. THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF LAWS OTHER THAN THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS).**

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this INTELLECTUAL PROPERTY SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first set forth above.

XO COMMUNICATIONS, LLC

By:   
Name: Christopher Ancell  
Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 005240 FRAME: 0766**

ACCEPTED AND ACKNOWLEDGED BY:

UBS AG, STAMFORD BRANCH,  
as Collateral Agent

By: Lana Gifas  
Name: Lana Gifas  
Title: Director

By: Jennifer Anderson  
Name: Jennifer Anderson  
Title: Associate Director

**Schedule I**  
Copyrights

**COPYRIGHT REGISTRATIONS**

None.



**Schedule II**  
Trademarks

**TRADEMARK REGISTRATIONS & TRADEMARK APPLICATIONS**

[See Attached]

Registered Trademarks and Pending Applications  
XO Trademark Inventory

Mark	Country	Status	Application No.	Application Date	Registration No.	Registration Date	Classes
AI-SOU	China	Registered	<u>1479235A</u>	10/29/2001	3006426	4/7/2003	35
AI-SOU	China	Registered	<u>1479209A</u>	10/29/2001	3006427	2/21/2003	9
AI-SOU	China	Registered	<u>1479238A</u>	10/29/2001	3006525	3/7/2003	38
ALLEGIANCE SELECT	USA	Registered	<u>76/364381</u>	1/29/2002	2,766,269	9/23/2003	38
CONCENTRIC	Benelux	Registered	<u>933776</u>	3/5/1999	648759	3/5/1999	37, 38, 42
CONCENTRIC	Canada	Registered	<u>1,215,391</u>	4/30/2004	TMA638,752	4/30/2004	38, 42
CONCENTRIC	European Community	Registered	<u>3731939</u>	3/26/2004	3,371,999	3/26/2004	9, 38, 42
CONCENTRIC	USA	Registered	<u>75/668,273</u>	3/26/1999	2,764,534	9/16/2003	38, 42
CONCENTRIC	USA	Pending	<u>85/573,067</u>	3/19/2012	N/A	N/A	9 16 35 37 38 41 42 45
Concentric Logo	Canada	Registered	<u>1212385</u>	4/7/2004	TMA668,116	7/18/2006	38, 42
Concentric Logo	European Community	Registered	<u>4046488</u>	9/27/2004	4046488	6/9/2009	9, 38, 42
Concentric Logo	USA	Registered	<u>76/583,137</u>	3/26/2004	3,019,167	11/29/2005	42
Concentric Logo in black	USA	Pending	<u>85/573,061</u>	3/19/2012	N/A	N/A	9 16 35 37 38 41 42 45
Concentric Logo in two toned purple	USA	Pending	<u>85/573,047</u>	3/19/2012	N/A	N/A	9 16 35 37 38 41 42 45
CONCENTRIC NETWORK	Canada	Abandoned	<u>1,053,466</u>	6/15/2000	N/A	N/A	38
CONCENTRIC NETWORK CORPORATION	European Community	Registered	<u>180695</u>	4/1/1996	180695	12/20/1999	9, 38, 42
EVERYTHING YOU WANT. EXACTLY WHAT YOU NEED.	USA	Registered	<u>76/158,272</u>	11/2/2000	2,840,666	5/11/2004	38, 42
IMPOSSIBLY EASY	USA	Registered	<u>75/940,938</u>	3/10/2000	2,435,186	3/13/2001	42
New NextLink Logo	USA	Pending	<u>78/873,481</u>	5/1/2006	N/A	N/A	38
New XO Logo (in black and white)	China	Pending	<u>12937750</u>	7/18/2013	N/A	N/A	35
New XO Logo (in black and white)	China	Pending	<u>12937751</u>	7/18/2013	N/A	N/A	9
New XO Logo (in black and white)	China	Pending	<u>12937752</u>	7/18/2013	N/A	N/A	38
New XO Logo (in black and white)	China	Pending	<u>12937753</u>	7/18/2013	N/A	N/A	42
New XO Logo (in black and white)	USA	Pending	<u>85/502,428</u>		N/A	N/A	
New XO Logo in black and white	Canada	Pending	<u>1,559,532</u>	1/12/2012	N/A	N/A	
New XO Logo in black and white	European Community	Registered	<u>10562817</u>	1/16/2012	10562187	10/22/2012	9, 16, 35, 37, 38, 41, 42, 44
New XO Logo in black and white	Mexico	Registered	<u>1249987</u>	2/16/2012	1369244	2/16/2012	9
New XO Logo in black and white	Mexico	Registered	<u>1249988</u>	2/16/2012	1321422	10/19/2012	35
New XO Logo in black and white	Mexico	Registered	<u>1249990</u>	2/16/2012	1324585	10/29/2012	38
New XO Logo in black and white	Mexico	Registered	<u>1249991</u>	2/16/2012	1333673	11/29/2012	42
New XO Logo in purple	Canada	Pending	<u>1,559,537</u>	1/12/2012	N/A	N/A	
New XO Logo in purple	European Community	Registered	<u>10563153</u>	1/16/2012	10563153	10/22/2012	9, 16, 35, 37, 38, 41, 42, 44

Registered Trademarks and Pending Applications  
XO Trademark Inventory

New XO Logo in purple	Mexico	Registered	<u>1249993</u>	2/16/2012	1369245	2/16/2012	9
New XO Logo in purple	USA	Pending	<u>85/502,428</u>	12/22/2011	N/A		9, 16, 35, 37, 38, 41, 42, 45
New XO Logo in two toned purple	Mexico	Pending	<u>1249995</u>	2/16/2012	N/A	10/19/2012	35
New XO Logo in two toned purple	Mexico	Registered	<u>1249996</u>	2/16/2012	1322894	10/25/2012	38
New XO Logo in two toned purple	Mexico	Registered	<u>1249998</u>	2/16/2012	1333674	11/29/2012	42
NEXTLINK	USA	Registered	<u>76/551,749</u>	10/10/2003	3,139,494	9/5/2006	38
SOLUTIONS YOU WANT. SUPPORT YOU NEED.	USA	Pending	<u>85/573,977</u>	3/19/2012	N/A		9 16 35 37 38 41 42 45
THE CONCENTRIC NETWORK	European Community	Registered	<u>180653</u>	4/1/1996	180653	3/27/2000	9, 38, 42
THE CONCENTRIC NETWORK	USA	Registered	<u>75/086,230</u>	4/10/1996	2,096,863	9/16/1997	38, 42
XO	Australia	Registered	<u>864595</u>	1/31/2001	864595	1/31/2001	9, 35, 38, 42
XO	Canada	Registered	<u>1076773</u>	9/28/2000	TMA618,521	9/2/2004	38, 42
XO	Chile	Abandoned	<u>507,539</u>	11/9/2000	602,602	8/30/2001	9
XO	European Community	Registered	<u>1789494</u>	8/2/2000	1789494	5/22/2003	9, 16, 18, 25, 35, 37, 38, 41, 42
XO	Hong Kong	Registered	<u>22109/2000</u>	10/7/2000	B2950/2003	8/2/2000	9
XO	Hong Kong	Registered	<u>22109/2000</u>	10/7/2000	B15415/2003	9/8/2000	35
XO	Hong Kong	Registered	<u>22110/2000</u>	10/7/2000	B4842/2003	8/2/2000	38
XO	Hong Kong	Registered	<u>22111/2000</u>	10/7/2000	B15340/2003	9/8/2000	42
XO	Israel	Registered	<u>142455</u>	9/28/2000	142455	9/28/2000	9
XO	Israel	Registered	<u>142456</u>	9/28/2000	142456	9/28/2000	35
XO	Israel	Registered	<u>142457</u>	9/28/2000	142457	9/28/2000	38
XO	Israel	Registered	<u>142458</u>	9/28/2000	142458	9/28/2000	42
XO	Mexico	Registered	<u>455511</u>	10/30/2000	694671	4/20/2001	9
XO	Mexico	Registered	<u>455512</u>	10/30/2000	967749	12/15/2006	35
XO	Mexico	Registered	<u>455513</u>	10/30/2000	713169	8/30/2001	38
XO	Mexico	Registered	<u>455514</u>	10/30/2000	713170	8/30/2001	42
XO	New Zealand	Registered	<u>625650</u>	10/24/2000	625650	8/2/2000	9
XO	New Zealand	Registered	<u>625651</u>	10/24/2000	625651	8/2/2000	35
XO	New Zealand	Registered	<u>625652</u>	10/24/2000	625652	8/2/2000	38
XO	New Zealand	Registered	<u>625653</u>	10/24/2000	625653	8/2/2000	42
XO	Norway	Registered	<u>2000,11754</u>	10/3/2000	212624	1/10/2002	9, 35, 38, 42
XO	Switzerland	Registered	<u>12139/2000</u>	10/11/2000	506,346	10/11/2000	9, 35, 38, 42
XO	Taiwan	Registered	<u>89057415</u>	10/4/2000	1046591	8/2/2000	9
XO	Taiwan	Registered	<u>89057416</u>	10/4/2000	166939	8/2/2000	35
XO	Taiwan	Registered	<u>89057424</u>	10/4/2000	171493	10/16/2002	42
XO	USA	Registered	<u>76/124,990</u>	9/8/2000	2,931,064	3/8/2005	9
XO	USA	Registered	<u>76/124,991</u>	9/8/2000	2,796,529	12/23/2003	16

Registered Trademarks and Pending Applications  
XO Trademark Inventory

XO	USA	Registered	<u>76/124,992</u>	9/8/2000	2,941,036	4/19/2005	18
XO	USA	Registered	<u>76/124,993</u>	9/8/2000	2,929,993	3/8/2005	25
XO	USA	Registered	<u>76/124,994</u>	9/8/2000	2,796,530	12/23/2003	35
XO	USA	Registered	<u>76/124,995</u>	9/8/2000	2,796,531	12/23/2003	42
XO	USA	Registered	<u>76/124,996</u>	9/8/2000	2,764,788	9/16/2003	37
XO	USA	Registered	<u>76/124,997</u>	9/8/2000	2,898,494	11/2/2004	38
XO	USA	Registered	<u>76/124,998</u>	9/8/2000	2,796,532	12/23/2003	41
XO	USA	Registered	<u>76/975,847</u>	9/8/2000	2,915,944	1/4/2005	9
XO	USA	Registered	<u>76/975,869</u>	9/8/2000	2,891,109	10/5/2004	38
XO (in Chinese Characters)	China	Registered	<u>14588,09A</u>	10/29/2001	3006423	2/21/2003	9
XO (in Chinese Characters)	China	Registered	<u>14588,35A</u>	10/29/2001	3006422	4/7/2003	35
XO (in Chinese Characters)	China	Registered	<u>14688,38A</u>	10/29/2001	3006421	3/7/2003	38
XO (Stylized)	Australia	Registered	<u>851933</u>	9/29/2000	851933	9/29/2001	9, 35, 38, 42
XO (Stylized)	Canada	Registered	<u>1076772</u>	9/28/2000	TMA623,869	10/28/2004	38, 42
XO (Stylized)	China	Registered	<u>163357</u>	10/24/2000	2018225	5/7/2005	38
XO (Stylized)	China	Registered	<u>16338</u>	10/24/2000	2023226	10/7/2004	42
XO (Stylized)	China	Registered	<u>2000163355</u>	10/24/2000	1993303	10/28/2002	9
XO (Stylized)	European Community	Registered	<u>2108603</u>	2/27/2001	2108603	5/2/2006	9, 16, 35, 37, 38, 41, 42
XO (Stylized)	Hong Kong	Registered	<u>22112/2000</u>	10/7/2000	B02951/2003	9/8/2000	9
XO (Stylized)	Hong Kong	Registered	<u>22133/2000</u>	10/7/2000	B15341/2003	9/8/2000	35
XO (Stylized)	Hong Kong	Registered	<u>22114/2000</u>	10/7/2000	B4843/2003	9/8/2000	38
XO (Stylized)	Hong Kong	Registered	<u>22115/2000</u>	10/7/2000	B15342/2003	9/8/2000	42
XO (Stylized)	Israel	Registered	<u>142443</u>	9/28/2000	142443	9/28/2000	9
XO (Stylized)	Israel	Registered	<u>142445</u>	9/28/2000	142445	9/28/2000	35
XO (Stylized)	Israel	Registered	<u>142446</u>	9/28/2000	142446	9/28/2000	38
XO (Stylized)	Israel	Registered	<u>142447</u>	9/28/2000	142448	9/28/2000	42
XO (Stylized)	Japan	Registered	<u>200-121416</u>	11/9/2000	4796601	8/20/2004	9, 35, 38, 42
XO (Stylized)	Korea	Abandoned	<u>2000-0005154</u>	10/24/2000	N/A		9, 35, 38, 42
XO (Stylized)	Mexico	Registered	<u>454998</u>	10/26/2000	692992	4/25/2001	9
XO (Stylized)	Mexico	Registered	<u>454999</u>	10/26/2000	844552	5/31/2004	35
XO (Stylized)	Mexico	Registered	<u>455000</u>	10/26/2000	755851	7/26/2001	38
XO (Stylized)	Mexico	Registered	<u>455001</u>	10/26/2000	695725	4/25/2001	42
XO (Stylized)	New Zealand	Registered	<u>625646</u>	10/24/2000	625646	9/8/2000	9
XO (Stylized)	New Zealand	Registered	<u>625647</u>	10/24/2000	625647	8/2/2000	35
XO (Stylized)	New Zealand	Registered	<u>625548</u>	10/24/2000	625648	8/2/2000	38
XO (Stylized)	New Zealand	Registered	<u>625649</u>	10/24/2000	625649	8/2/2000	42
XO (Stylized)	Norway	Registered	<u>2000 11755</u>	10/3/2000	209547	7/19/2001	9, 35, 38, 42
XO (Stylized)	Singapore	Registered	<u>100/20669Z</u>	11/30/2000	T0020669Z	9/8/2000	9

Registered Trademarks and Pending Applications  
XO Trademark Inventory

XO (Stylized)	Singapore	Registered	<u>T00/20670C</u>	11/30/2000	T0020670C	9/8/2000	35
XO (Stylized)	Singapore	Registered	<u>T00/20671A</u>	11/30/2000	T00/20671A	9/8/2000	38
XO (Stylized)	Singapore	Registered	<u>T00/20672Z</u>	11/30/2000	N/A	9/8/2000	42
XO (Stylized)	Switzerland	Registered	<u>12140/2000</u>	10/11/2000	506.794	10/11/2000	9, 35, 38, 42
XO (Stylized)	Taiwan	Registered	<u>89057418</u>	12/27/2000	1048831	8/2/2000	9
XO (Stylized)	Taiwan	Registered	<u>89057419</u>	12/27/2000	169608	9/16/2002	35
XO (Stylized)	Taiwan	Registered	<u>89057420</u>	12/27/2000	172777	11/16/2002	38
XO (Stylized)	Taiwan	Registered	<u>89057421</u>	12/27/2000	174034	12/1/2002	42
XO (Stylized) NOT JUST TALK	USA	Registered	<u>76/975,641</u>	9/8/2000	2,768,040	9/23/2003	38
XO (Stylized) NOT JUST TALK (to the right)	USA	Registered	<u>76/126,777</u>	9/8/2000	2,764,790	9/16/2003	38
XO NOT JUST TALK	USA	Registered	<u>76/136,288</u>	9/27/2000	2,854,201	6/15/2004	9, 16, 35, 37, 38, 42
XOFFERINGS	USA	Registered	<u>76/975,686</u>	9/8/2000	2,770,211	9/30/2003	38
XOPTIONS	USA	Registered	<u>76/125,979</u>	9/8/2000	2,769,615	9/30/2003	42
XOPTIONS	USA	Registered	<u>76/975,548</u>	9/8/2000	2,870,340	8/3/2004	38

**Schedule III**  
Patents

**ISSUED PATENTS**

<b>Country</b>	<b>Patent No.</b>	<b>Issuing Date</b>	<b>Title</b>	<b>Holder</b>
U.S.	6611861	08/26/2003	Internet Hosting and Access System and Method	XO Communications, Inc. (predecessor in interest of XO Communications, LLC)
U.S.	8078193	12/13/2011	Method and system for determining radio spectrum availability and quality	XO Communications, Inc. (predecessor in interest of XO Communications, LLC)

**PATENT APPLICATIONS**

<b>Country</b>	<b>Patent No.</b>	<b>Issuing Date</b>	<b>Title</b>	<b>Holder</b>
Canada	2664197	pending	Method and system for determining radio spectrum availability and quality	XO Communications, Inc. (predecessor in interest of XO Communications, LLC)