

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311189

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Reel/Frame 4484/0352		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		07/18/2014	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Cbeyond Communications, LLC		
Street Address:	3060 Peachtree Road NW. Suite 1065		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3410120	MAXIMUMASP	
Registration Number:	3804642	MAXESP	
Registration Number:	3655814	MAXV	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera, legal assistant		
SIGNATURE:	/Marina Kelly, Thomson Reuters/		
DATE SIGNED:	07/18/2014		
Total Attachments: 5			
source=T3 Trademark Release of 4484-0352 (2)#page1.tif			
source=T3 Trademark Release of 4484-0352 (2)#page2.tif			
source=T3 Trademark Release of 4484-0352 (2)#page3.tif			

OP \$90.00 3410120

source=T3 Trademark Release of 4484-0352 (2)#page4.tif
source=T3 Trademark Release of 4484-0352 (2)#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):

Bank of America, N.A.

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

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) July 18, 2014

- Assignment
- Security Agreement
- Other Release of Security Interest in Reel/Frame 4484/0352
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Cbeyond Communications, LLC

Street Address: 3060 Peachtree Road, NW, Suite 1065

City: Atlanta

State: GA

Country: USA Zip: 30305

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship USA-DE

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

See Schedule 1

B. Trademark Registration No.(s)

See Schedule 1

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: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

3

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:

Elaine Carrera
Signature

July 18, 2014
Date

Elaine Carrera

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 TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of July 18, 2014 ("Effective Date") by BANK OF AMERICA, N.A. ("Grantee"), in favor of CBeyond COMMUNICATIONS LLC ("Grantor").

WHEREAS, pursuant to the terms and conditions of that certain notice of grant of security interest in trademarks agreement dated as of February 22, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"), Grantor granted, assigned, conveyed, mortgaged, pledged, hypothecated and transferred to Grantee, and granted to Grantee, a security interest in all of Grantor's right, title and interest in and to the trademarks listed on Schedule 1 attached hereto (the "Trademarks");

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on February 23, 2011 at Reel/Frame 004484/0352;

WHEREAS, Grantee has consented to the release of the security interest on the Collateral listed on Schedule 1 attached hereto (collectively, the "Intellectual Property Collateral"); and

WHEREAS, Grantee desires to release its security interest in the Intellectual Property Collateral.

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

1. Grantee's security interest in the Intellectual Property Collateral granted pursuant to the IP Security Agreement respectively is hereby terminated and released.

2. To the extent Grantee retains any such interest, Grantee hereby assigns, transfers and conveys to Grantor, all of Grantee's right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to any mortgage and continuing security interest in the each of the Trademarks including, without limitation, the entire right, title and interest in and to each of the Trademarks, all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements, and all rights corresponding thereto and the goodwill of the business to which the Intellectual Property Collateral relates. Such assignment, transfer and conveyance by Grantee is made without any representation or warranty (express or implied) by Grantee.

3. Grantee hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release, all at the expense of Grantor. Grantee authorizes Grantor (or their agents) to file such documentation as is necessary to effect the releases of the Intellectual Property Collateral granted hereunder.

4. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed

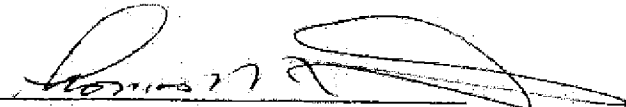
counterpart of a signature page to this Release by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Release.

5. THIS RELEASE SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

[Remainder of page intentionally blank; signature page follows.]

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

BANK OF AMERICA, NA.

By: 

Name: Thomas M. Paulk
Title: Senior Vice President

RELEASE OF SECURITY INTEREST IN TRADEMARKS
SIGNATURE PAGE 1

58511250_2

TRADEMARK
REEL: 005325 FRAME: 0398

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

SERVICE MARK	REGISTRATION NUMBER
MaximumASP	3,410,120
MAXESP	3,804,642
MAXV	3,655,814