TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM417896

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ELECTRIC LIGHTWAVE HOLDINGS, INC.		03/01/2017	Corporation: OREGON
ADVANCED TELCOM, INC.		03/01/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	SUNTRUST BANK
Street Address:	303 PEACHTREE STREET, 25TH FLOOR
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	BANKING CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4548494	TECHNOLOGY YOU TRUST. PEOPLE YOU KNOW.
Registration Number:	4552538	
Registration Number:	3428396	WEBMESSAGE
Registration Number:	3264376	NOVUS
Registration Number:	3590367	INTEGRA
Registration Number:	3686558	INTEGRACARE
Registration Number:	2694680	INTEGRA TELECOM
Registration Number:	5073880	
Registration Number:	2372325	ELECTRIC LIGHTWAVE
Registration Number:	1716539	ELECTRIC LIGHTWAVE
Serial Number:	86933209	OPTICACCESS

CORRESPONDENCE DATA

Fax Number: 6508385109

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.

Phone: 650-838-3743

Email: JLIK@SHEARMAN.COM **Correspondent Name: BENJAMIN PETERSEN**

TRADEMARK

REEL: 005999 FRAME: 0275 900396728

Address Line 1: 1460 EL CAMINO REAL, 2ND FLOOR

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: MENLO PARK, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	35613-00039
IATIONNET DOCKET NUMBER.	1 330 1 3-00039

NAME OF SUBMITTER: BENJAMIN PETERSEN

SIGNATURE: /BENJAMIN PETERSEN/

DATE SIGNED: 03/01/2017

Total Attachments: 24

source=0 - Trademark Security Agreement#page1.tif

source=0 - Trademark Security Agreement#page2.tif

source=0 - Trademark Security Agreement#page3.tif

source=0 - Trademark Security Agreement#page4.tif

source=0 - Trademark Security Agreement#page5.tif

source=0 - Trademark Security Agreement#page6.tif

source=0 - Trademark Security Agreement#page7.tif

source=0 - Trademark Security Agreement#page8.tif

source=0 - Trademark Security Agreement#page9.tif

source=0 - Trademark Security Agreement#page10.tif

source=0 - Trademark Security Agreement#page11.tif

source=0 - Trademark Security Agreement#page12.tif

source=0 - Trademark Security Agreement#page13.tif source=0 - Trademark Security Agreement#page14.tif

source=0 - Trademark Security Agreement#page15.tif

source=0 - Trademark Security Agreement#page15.tif

source=0 - Trademark Security Agreement#page17.tif

source=0 - Trademark Security Agreement#page18.tif

source=0 - Trademark Security Agreement#page19.tif

source=0 - Trademark Security Agreement#page20.tif

source=0 - Trademark Security Agreement#page21.tif

source=0 - Trademark Security Agreement#page22.tif

source=0 - Trademark Security Agreement#page23.tif source=0 - Trademark Security Agreement#page24.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "<u>Trademark Security Agreement</u>") is made as of this 1st day of March, 2017, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, the "<u>Grantors</u>" and each individually a "<u>Grantor</u>"), and SUNTRUST BANK, in its capacity as collateral agent for the Secured Parties (together with its successors, the "<u>Collateral Agent</u>").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of May 6, 2015 (as amended, restated, supplemented, Refinanced, in whole or in part, replaced or otherwise modified from time to time, the "Credit Agreement"), by and among Zayo Group, LLC, a Delaware limited liability company (the "Administrative Borrower"), Zayo Capital, Inc., a Delaware corporation ("Zayo Capital"; and together with the Administrative Borrower, each, individually a "Borrower" and, collectively, the "Borrowers"), the Persons party thereto from time to time as Guarantors (the "Guarantors"), the financial institutions party thereto from time to time as lenders (the "Lenders"), Morgan Stanley Senior Funding, Inc, as Administrative Agent for the term loan facility under the Credit Agreement, SunTrust Bank, as the Administrative Agent for the revolving loan facility under the Credit Agreement, SunTrust Bank, as the Issuing Bank, SunTrust Bank, as the Collateral Agent, and the other persons party thereto, the Lender Group is willing to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Secured Parties are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to the Collateral Agent, for the benefit of the Secured Parties, that certain Security Agreement, dated as of July 2, 2012, as amended by the Amendment and Restatement Agreement dated May 6, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Collateral Agent, for the benefit of the Secured parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.
- 2. <u>GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the

1

following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks (other than any intent-to-use United States Trademark application for which an amendment to allege use or statement of use has not been filed and accepted by the United States Patent and Trademark Office) and Trademark Intellectual Property Licenses to which it is a party including those referred to on <u>Schedule I</u> hereto;
- (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;
 - (c) all reissues, continuations or extensions of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (e) all proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.
- 3. <u>SECURITY FOR OBLIGATIONS</u>. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and the Senior Secured Notes and would be owed by the Grantors, or any of them, to the Collateral Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.
- 4. <u>SECURITY AGREEMENT</u>. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- 5. <u>AUTHORIZATION TO SUPPLEMENT</u>. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantors shall give prompt notice in writing to the Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantors' obligations under this <u>Section 5</u>, the Grantors hereby authorize the Collateral Agent unilaterally to modify this Agreement by amending <u>Schedule I</u> to include any such new trademark rights of the Grantors. Notwithstanding the foregoing, no failure to so

2

modify this Trademark Security Agreement or amend <u>Schedule I</u> shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on <u>Schedule I</u>.

- 6. <u>COUNTERPARTS</u>. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement, any other Loan Document or any other Senior Note Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.
- 7. CONSTRUCTION. Unless the context of this Trademark Security Agreement, any other Loan Document or any other Senior Note Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement, in any other Loan Document, or in any other Senior Note Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to the satisfaction or repayment in full of the Obligations and the Senior Secured Notes shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations and Senior Secured Notes other than unasserted contingent indemnification Obligations and Senior Secured Notes. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein, in any other Loan Document or in any other Senior Note Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[remainder of page left blank intentionally]

3

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

Electric Lightwave Holdings, Inc. Advanced TelCom, Inc.

By: Wendy Cassity
Name: Wendy Cassity

Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

SUNTRUST BANK, as Collateral Agent

By:__

Name: Title:

itle: Discode

[Zayo Polaris – Trademark Security Agreement]

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Mark	Registration Number	Jurisdiction	Registration Date	Owner
TECHNOLOGY YOU TRUST. PEOPLE YOU KNOW.	4548494	USPTO	June 10, 2014	Electric Lightwave Holdings, Inc.
	4552538	USPTO	June 17, 2014	Electric Lightwave Holdings, Inc.
WEBMESSAGE	3428396	USPTO	May 13, 2008	Electric Lightwave Holdings, Inc.
NOVUS	3264376	USPTO	July 17, 2007	Electric Lightwave Holdings, Inc.
INTEGRA	3590367	USPTO	March 17, 2009	Electric Lightwave Holdings, Inc.
INTEGRACARE	3686558	USPTO	September 22, 2009	Electric Lightwave Holdings, Inc.
	2694680	USPTO	March 11, 2003	Electric Lightwave Holdings, Inc.
	5073880	USPTO	November 1, 2016	Electric Lightwave Holdings, Inc.
ELECTRIC ELIGHTWAVE	2372325	USPTO	August 1, 2000	Electric Lightwave Holdings, Inc.

102263423.1

Mark	Registration Number	Jurisdiction	Registration Date	Owner
ELECTRIC LIGHTWAVE	1716539	USPTO	September 15, 1992	Electric Lightwave Holdings, Inc.
ADVANCED TELCOM GROUP	10015409	Nebraska	July 28, 2000	Advanced Telcom, Inc.
ATG	10015412	Nebraska	July 28, 2000	Advanced Telcom, Inc.
OpticAccess	86933209 (Serial No.)	USPTO	PENDING Filed on March 8, 2016	Electric Lightwave Holdings, Inc.

Trade Names

Sacramento Gazette	11/19/2020		11/20/2015	opticAccess			
11/16/12; 11/23/12 in The							
Publication of Notice dated							
	10/01/2017		10/01/2012	Integra Wholesale			
Sacramento Gazette							
08/19/11; 08/26/11 in The						LLC	
Publication of Notice dated 08/05/11: 08/12/11:	06/22/2021	5 years	06/22/2016	Integra Telecom	Sacramento County	 Electric Lightwave	California
						TLL	
		Perpetual	08/01/2006 10/10/2012	Integra Telecom Integra Wholesale	Secretary of State	Electric Lightwave,	Arkansas
						of Arizona, Inc.	
						Telecommunications	
						Mountain	
Mailed 11/02/2016			11/02/2016	Electric Lightwave		Arizona, Inc.	
					Pima County	Eschelon Telecom of	
			09/12/2007		Maricopa County	Inc.	
filed 09/06/2016		Perpetual	09/13/2007		Secretary of State	Eschelon Telecom,	
Secretary of State renewal	09/06/2021	5 years	09/06/2016	Integra Telecom			
	10/09/2017		10/09/2012	Integra Wholesale			
filed 09/06/2016		Perpetual	08/07/2006		Secretary of State Maricopa County	Electric Lightwave, LLC	Arizona
Secretary of State renewal	08/01/2021	5 years	06/23/2011	Integra Telecom			
	12/31/2017		04/29/2013	Integra			
	12/31/2017		11/23/2012	Integra Wholesale	Corporation	LLC	
		5th year			Division of	Electric Lightwave,	Alaska
Renewed 10/19/2016	12/31/2021	12/31 of the	02/17/2012	Integra Telecom			
	Due Date						
Notes	Renewal	Term	Date Filed	Trade Names	Filing Jurisdiction	Registrant	State
			-				

102263423.1

REEL: 005999 FRAME: 0284

TRADEMARK

-
Ū
2
6
دت
4
\sim
ú
$\overline{}$

	Colorado								State
Eschelon Telecom,	Electric Lightwave, LLC	opticAccess LLC	World Communications, Inc.	LLC Advanced TelCom, Inc.	Electric Lightwave,	Eschelon Telecom, Inc. Shared Communications Services, Inc.	Advanced TelCom		Registrant
Secretary of State	Secretary of State	Sacramento County	Sacramento County		Sacramento County	Somona County	Sonoma County		Filing Jurisdiction
Integra Telecom	Integra Telecom Integra Wholesale Integra	Integra Electric Lightwave	Integra Electric Lightwave	Electric Lightwave - (Advanced TelCom, Inc.)	Integra	Electric Lightwave - (Advanced TelCom, Inc.)	Integra Telecom		Trade Names
08/31/2007	07/31/2006 10/01/2012 04/24/2013	12/2/2015	In process as of end of 2016	08/04/2016	09/12/2013	08/09/2016	09/12/2012		Date Filed
Perpetual	Perpetual	5 years	5 years		5 years		5 years		Term
		12/1/2020	_/_/2020		9/12/18	08/09/2021	09/12/2017		Renewal Due Date
ELECTRONIC FILING	ELECTRONIC FILING	Publication of Notice Dated 01/15/2016 Publication Dates: 12/25/2015; 01/01/2016; 01/08/2016; 01/15/2016 in The Sacramento Gazette	Publication	9/23/2013; Publication Dates: 10/4/2013; 10/11/2013; 10/18/2013 and 10/25/2013 in The Sacramento Gazette	Publication of Notice dated	11/08/2012	Publication Necessary Publication of Notice dated	01/08/2016 Publication Dates: 12/18/2015; 12/25/2015; 01/01/2016; 01/08/2016 in The Sacramento Gazette	Notes

			04/23/2013	Integra	Gwinnett County	LLC	
			10/08/2012	Integra Wholesale) - - 2	Electric Lightwave,	Georgia
Publication Necessary		Perpetual	08/01/2006	Integra Telecom	Fulton County	1	
	12/31/2018		05/03/2013	Integra			
	12/31/2017		10/09/2012	Integra Wholesale		LLC	
		5th year			Secretary of State	Electric Lightwave,	Florida
	12/31/2016	12/31 of the	08/03/2006	Integra Telecom			
Renewed 3/10/2015	03/31/2017		04/30/2013	Integra			
	08/17/2018		08/17/2016	Integra Wholesale			
			0 //10/2009		Corporation Division	Electric Lightwave, LLC	Columbia
	08/17/2018	2 years	08/17/2016	Integra Telecom) :		j
						Telecommunications, Inc.	
						Mountain	
					•	Inc.	
					Sussex County	Eschelon Telecom,	
county			09/07/2007		Kent County New Castle County	Advanced TelCom, Inc.	
Separate filing for each		Perpetual	09/04/2007	Integra Telecom			
			04/22/2013	Integra			
			10/09/2012	Integra Wholesale	New Castle County Sussex County	LLC	
county					Kent County	Electric Lightwave,	Delaware
Separate filing for each		Perpetual	08/01/2006	Integra Telecom			
			04/30/2013	Integra	Hartford	LLC	
		,	12/14/2012	Integra Wholesale	Town Clerk of	Electric Lightwave,	Connecticut
		Perpetual	08/01/2006	Integra Telecom			
			08/31/2007	Integra Telecom		Colorado, Inc.	
		,	08/31/2007	Electro-Tel, Inc.	Secretary of State	Eschelon Telecom of	
ELECTRONIC FILING		Perpetual	08/21/2008	Electric Lightwave			
						Inc.	
MOLES	Due Date	Term	Date rijed	Trade Names	Parting Juli Surction	Negistrani	State
Nicotos	Banana 1	Tomas	Data Ellad	Total Norman		Dankstown	C + + + + + + + + + + + + + + + + + + +
***************************************	001100000000000000000000000000000000000	10000000000000000000000000000000000000	**************************************	\$0000000000000000000000000000000000000	**************************************	***************************************	000000000000000000000000000000000000000

102263423.1

Louisiana Elect		Kentucky Elect	Iowa Elect	Indiana Elect	Illinois Elect	Comn	Adv. In 0 Esch	Idaho Eleci	Hawaii Eleci	State
Electric Lightwave, LLC		Electric Lightwave, LLC	Electric Lightwave, LLC	Electric Lightwave, LLC	Electric Lightwave, LLC	OneEighty Communications, Inc.	Advanced TelCom, Inc. (withdrew 08/24/2007) Eschelon Telecom, Inc.	Electric Lightwave, LLC	Electric Lightwave, LLC	Registrant
East Baton Rouge Parish	Franklin County	Secretary of State	Secretary of State	Secretary of State	Secretary of State	Secretary of State (#D102327)	Secretary of State	Secretary of State	Business Registration Division	Filing Jurisdiction
Integra Telecom Integra Wholesale Integra	Integra Telecom	Integra Telecom Integra Wholesale Integra	Integra Telecom Integra Wholesale	Integra Telecom Integra Wholesale	Integra Telecom Integra Wholesale	Integra Telecom	Integra Telecom	Integra Telecom Integra Wholesale	Integra Telecom Integra Wholesale Integra	Trade Names
09/25/2006 10/29/2012 04/22/2013	07/25/2011	06/07/2016 10/10/2012 04/24/2013	08/01/2006 10/09/2012	08/01/2006 10/09/2012	08/02/2006 10/09/2012	09/08/2011	09/04/2007	08/01/2006 10/05/2012	07/08/2016 10/09/2012 05/03/2013	Date Filed
10 Years	5 Years	5 years	Perpetual	Perpetual	Perpetual	Perpetual	Perpetual	Perpetual	5 years	Term
10/29/2022 04/22/2023	08/01/021	08/01/2021 04/10/2017 10/24/2017							08/01/2021 10/09/2017 05/02/2018	Renewal Due Date
									State will not send renewal; it is up to Company to renew before expiration Secretary of State renewal filed 06/17/11	Notes

Mississippi						Minnesota	Michigan	Maryland	Maine	State
Electric Lightwave,	Eschelon Telecom of Nevada, Inc.	Integra Telecom of Minnesota, Inc.		Eschelon Telecom of Minnesota Eschelon Telecom Inc.	Integra Telecom of Minnesota, Inc. Scott-Rice Telephone Company	Electric Lightwave, LLC	Electric Lightwave, LLC	Electric Lightwave, LLC	Electric Lightwave, LLC	Registrant
Hinds County	Secretary of State	Secretary of State				Secretary of State	Department of Labor & Economic Growth	Department of Assessments and Taxation	Secretary of State	Filing Jurisdiction
Integra Telecom	Integra Telecom of Nevada, Inc.	Electric Lightwave	Electric Lightwave - (Eschelon Telecom of Minnesota)	Integra Wholesale Integra		Integra Telecom	Integra Telecom Integra Wholesale Integra	Integra Telecom Integra Wholesale Integra	Integra Telecom Integra Wholesale	Trade Names
08/01/2006	10/10/08	08/30/2006	08/10/2016	10/11/2012 05/03/2013		10/06/2000	12/31/2016 10/12/2012 04/22/2013	07/11/2016 12/17/2012 04/22/2013	08/01/2006 12/03/2012	Date Filed
Perpetual	10 years	10 years				10 years	12/31 of the 5th year	5 years	Perpetual	Term
	10/10/2018	12/31/2017	08/10/2017	12/31/2021 12/31/2025	Expiration Date 10/06/2020	Renewed 04/26/10; new	12/31/2021 12/31/2017 12/31/2018	07/11/2021 12/17/2017 04/22/2018		Renewal Due Date
	Publication Necessary	Publication Necessary			No publication for straight renewal	Publication Necessary for initial filing and any amendments thereto	Renewed 10/11/2016			Notes

Nebraska		Montana	Missouri		State
Electric Lightwave, LLC	OneEighty Communications, Inc.	Electric Lightwave, LLC	Electric Lightwave, LLC	LLC	Registrant
Secretary of State	Secretary of State	Secretary of State	Secretary of State	Secretary of State	Filing Jurisdiction
Integra Telecom Integra Wholesale	Integra Telecom Electric Lightwave	Integra Telecom Integra Wholesale	Integra Telecom Integra Wholesale Integra	Integra Wholesale	Trade Names
10/05/2012	10/05/2007	08/09/2016 10/09/2012	07/12/2016 10/11/2012 04/24/2013	10/09/2012	Date Filed
10 Years	5 years	5 years	5 years		Term
10/05/2022	10/05/2017	08/26/2021 10/09/2017	08/01/2021 10/11/2017 04/24/2018		Renewal Due Date
FILING REJECTED (no consent from Integra, Inc.)					Notes

			Ne	2
			Nevada	State
Electric Lightwave, LLC Advanced TelCom, Inc. Eschelon Telecom of	Advanced TelCom, Inc. Eschelon Telecom of Nevada, Inc.	Advanced TelCom, Inc.* Eschelon Telecom, Inc. Eschelon Telecom of Nevada, Inc.* Shared Communications Services, Inc. *-denotes names renewed in 2012	Electric Lightwave,	Registrant
	n, of		Ç,	Ŧ
Carson City County - Perpetual Clark County - 04/29/2018 Douglas County -	Lander County Eureka County	Carson City County Clark County Douglas County Elko County Humboldt County Lyon County Nye County Storey County Washoe County	Clark County	Filing Jurisdiction
Integra	Integra Telecom	Integra Telecom	Integra Telecom Integra Wholesale	Trade Names
	09/04/2007 09/06/2007	08/17/2012 08/17/2012 08/17/2012 08/22/2012 08/17/2012 08/17/2012 08/24/2012 08/20/2012 08/20/2012	08/01/2011 10/24/2012	Date Filed
(See Filing Jurisdiction)	Perpetual Perpetual	5 years	5 years	Term
(See Filing Jurisdiction)		08/17/2017 08/17/2017 08/22/2017 08/17/2017 08/17/2017 08/31 /2017 08/24/2017 08/20/2017 08/20/2017	09/09/2021 10/31/2017	Renewal Due Date
			Renewal Filed 09/09/2016	Notes

102263423.1

1077			S
100062/02 1			State
	Advanced TelCom, Inc. Eschelon Telecom of Nevada, Inc.	Nevada, Inc.	Registrant
	Carson City County - 8/08/2016 Perpetual Clark County - 08/08/2016 Douglas County - 08/08/2021 Elko County - 08/08/2021 Eureka County - 08/30/2021 Humboldt County - 08/31/2021 Lander County - 8/10/2016 Perpetual	04/23/2018 Elko County - 05/06/2018 Eureka County - Perpetual Humboldt County - 04/22/2018 Lander County - Perpetual Lyon County - Perpetual Lyon County - 04/22/2018 Storey County - 04/22/2018 Storey County - 04/22/2018 Washoe County - 04/26/2018	Filing Jurisdiction
	Electric Lightwave		Trade Names
			Date Filed
	(See Filing Jurisdiction)		Term
	(See Filing Jurisdiction)		Renewal Due Date
			Notes

North Carolina		New York	New Mexico		New Jersey	New Hampshire		State
Electric Lightwave, LLC	Eschelon Telecom, Inc.	Electric Lightwave, LLC	Electric Lightwave, LLC		Electric Lightwave, LLC	Electric Lightwave, LLC		Registrant
Wake County	Department of State	Department of State	City of Santa Fe		Division of Revenue	Department of State	Lyon County - 8/11/2016 Perpetual Nye County - 08/08/2021 Storey County - 08/10/2016 Washoe County - 08/08/2021	Filing Jurisdiction
Integra Telecom Integra Wholesale	Integra Telecom	Integra Telecom Integra Wholesale		Integra Wholesale Integra	Integra Telecom	Integra Telecom Integra Wholesale		Trade Names
08/01/2006 10/10/2012	10/01/2007	09/28/2007 11/15/2012		10/09/2012 04/26/2013	06/08/2016	08/01/2016 11/06/2012		Date Filed
Perpetual	Perpetual	Perpetual	1 year		5 years	5 years		Term
				10/09/2017 04/26/2018	08/01/2021	08/01/2021 11/06/2017		Renewal Due Date
			Because service address is not within city limits, fee is only \$10/per calendar year			Renewal Mailed 07/25/2016		Notes

Oklahoma	Ohio		North Dakota	State
Electric Lightwave, LLC	Electric Lightwave, LLC	Integra Telecom of North Dakota, Inc.	Electric Lightwave, LLC	Registrant
Secretary of State	Secretary of State	Secretary of State	Secretary of State	Filing Jurisdiction
Integra Telecom Integra Wholesale	Integra Telecom Integra Wholesale Integra	Electric Lightwave	Integra Telecom Integra Wholesale Integra	Trade Names
08/01/2006 10/31/2012	07/08/2016 10/09/2012 04/30/2013	08/04/2016	08/11/2016 10/11/2012 05/13/2013	Date Filed
Perpetual	5 years	5 years	5 years	Term
	08/01/2021 10/09/2017 04/29/2018	08/31/2021	08/11/2021 10/11/2017 05/13/2018	Renewal Due Date
				Nates

	06/06/2018	2 years	06/06/1985	Unicom	Secretary of State	United Communications, Inc.	
	08/01/0218	z years	12/04/2013	Highling	Secretary of State	opticAccess LLC	
						Communications, Inc.*	
						Inc.* World	
						United Communications,	
						Services, Inc.*	
						Shared Communications	
						Inc.*	
						Oregon, Inc.* Oregon Telecom.	
						Eschelon Telecom of	
						Eschelon Telecom,	
	06/06/2018	2 years	06/06/1985	Unicom	•	Inc.*	
	08/01/2018	2 years	09/11/2007	Integra- (Registered Under * Registrants)	Secretary of State	Advanced TelCom.	
	10/05/2018		10/05/2016	Integra Wholesale	,	LLC*	(
	08/01/2018	2 years	08/01/2006	Integra - (Kegisterea Under * Registrants)	Secretary of State	Electric Lightwave,	Oregon
	00/01/2010	2	08/01/2007	T			
Notes	Renewal	Term	Date Filed	Trade Names	Filing Jurisdiction	Registrant	State

State	Registrant	Filing Jurisdiction	Trade Names	Date Filed	Term	Renewal Due Date	Notes
	Advanced TelCom, Inc. Eschelon Telecom of Oregon, Inc. Integra Telecom of Oregon, Inc. Integra Telecom of Utah, Inc. Integra Telecom of Utah, Inc. Integra Telecom of Washington, Inc. opticAccess LLC Oregon Telecom Inc. United Communications, Inc. World Communications, Inc.	Secretary of State	Electric Lightwave	08/11/2016	2 Years	08/11/2018	
Pennsylvani a	Electric Lightwave, LLC	Department of State	Integra Telecom Integra Wholesale	08/01/2006 10/09/2012	Perpetual		
Rhode Island	Electric Lightwave, LLC	Secretary of State	Integra Telecom Integra Wholesale Integra	08/01/2006 10/09/2012 04/26/2013	Perpetual		
South Dakota	Electric Lightwave, LLC	Secretary of State	Integra Telecom Integra Wholesale Integra	07/31/2006 10/01/2012 04/03/2013	5 years	05/18/2021 10/01/2017 04/03/2018	

	Utah		Texas		Tennessee	State
OneEighty Communications, Inc.	Electric Lightwave, LLC Eschelon Telecom, Inc. Eschelon Telecom of Utah, Inc.	Electric Lightwave, LLC	Electric Lightwave, LLC		Electric Lightwave,	Registrant
Department of Commerce	Department of Commerce	Secretary of State Dallas County Harris County	Secretary of State Dallas County Harris County		Department of State	Filing Jurisdiction
Integra Telecom	Integra Telecom Integra Wholesale	Integra Secretary of State - 04/26/2013 Dallas County - 08/20/2013 Harris County - 09/13/2013	Integra Telecom Integra Wholesale	Integra Wholesale	Integra Telecom	Trade Names
09/23/2011	08/01/2006 08/18/2015	/26/2013 20/2013 3/2013	08/11/2016 10/08/2012	10/08/2012	05/23/2016	Date Filed
3 years	3 years	10 years	10 years		5 years	Term
08/01/2018	08/01/2018	04/26/2023 08/20/2023 09/13/2023	08/01/2026 10/08/2022	10/08/2017	05/23/2021	Renewal Due Date
			Separate filing for Secretary of State, Dallas, and Harris County Harris County "Integra Telecom" Renewed 08/26/2016-08/26/2026	years from the date of renewal, rather than 5 years from the previous expiration date. So try to renew as close to expiration as possible.	Renewal filed with the Secretary of State on 06/17/11 TN renews for 5	Notes

102263423.1

State	Registrant	Filing Jurisdiction	Trade Names	Date Filed	Term	Renewal Due Date	Notes
	Eschelon Telecom of	Department of	ProTel Networks	12/08/2014	3 years	12/08/2017	
	Utah, Inc.	Commerce	ProTel: Professional Telecommunications				
	Eschelon Telecom of Utah, Inc. Integra Telecom of Utah, Inc.	Department of Commerce	Electric Lightwave	08/22/2016	3 Years	08/22/2019	
Vermont	Electric Lightwave, LLC	Secretary of State	Integra Telecom Integra Wholesale Integra	09/27/2011 10/08/2012 04/29/2013	5 years	09/27/2021 10/08/2017 04/29/2018	Renewal 9/27/16/Expiration date 9/27/21
Virginia	Electric Lightwave,	Clerk of the Circuit	Integra Telecom	08/01/2006 08/25/2006	Perpetual		Cc certified copy to State Corporation Commission
		Chesterfield State Corporation Commission	Integra Wholesale	11/20/2012			
Washington	Advanced Telcom, Inc.	Department of Licensing	A T G Advanced Telcom Group Shared Communications Services, Inc.	Unknown	Perpetual		
	Eschelon Telecom, Inc.	Department of Licensing	Advanced Telcom, Inc.	Unknown	Perpetual		
	Electric Lightwave, LLC	Department of Licensing	Integra Telecom Integra Wholesale	08/01/2006 10/09/2012	Perpetual		
	Advanced TelCom, Inc. Eschelon Telecom, Inc.	Department of Licensing	Integra Telecom	10/09/2007	Perpetual		

						State
opticAccess LLC	Oregon Telecom Inc.	Eschelon Telecom of Washington, Inc.	United Communications, Inc., dba Unicom	World Communications, Inc.	Eschelon Telecom of Washington, Inc. Oregon Telecom Inc. Shared Communications Services, Inc.	Registrant
Department of Licensing	Department of Licensing	Department of Licensing	Department of Licensing	Department of Licensing		Filing Jurisdiction
Electric Lightwave Integra	Washington Telecom	American Telephone Technology, Inc.	Unicom United Communications, Inc.	Integra Electric Lightwave		Trade Names
11/20/2015	Unknown	Unknown	Unknown	08/05/15		Date Filed
Perpetual	Perpetual	Perpetual	Perpetual	Perpetual		Term
						Renewal Notes Due Date

Wyoming	Wisconsin	West Virginia			State
Electric Lightwave, LLC	Electric Lightwave, LLC	Electric Lightwave, LLC	Advanced TelCom, Inc. Eschelon Telecom of Washington, Inc. Integra Telecom of Oregon, Inc. Integra Telecom of Washington, Inc. Integra Telecom of Washington, Inc. Shared Communications Services, Inc. United Communications, Inc. dba Unicom	OneEighty Communications, Inc.	Registrant
Secretary of State	Department of Financial Institutions	Secretary of State	Department of Licensing	Department of Licensing	Filing Jurisdiction
Integra Telecom Integra Wholesale Integra		Integra Telecom Integra Wholesale	Electric Lightwave	Integra Telecom	Trade Names
08/08/2016 10/08/2012 05/02/2013		08/01/2006 10/09/2012	08/04/2016	09_/2011	Date Filed
10 years	10 years	Perpetual	Perpetual	Perpetual	Term
08/08/2026 10/08/20220 5/02/2023					Renewal Due Date
					Notes

Common Law Trademarks

None.

Trademarks Not Currently In Use

None<u>.</u>

Trademark Licenses

None.

102263423.1

RECORDED: 03/01/2017