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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Mellon Bank, N.A., as Collateral Agent
One Mellon Bank Center
Pittsburgh, PA 15258 *5-23-02*

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other national banking association

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: Buckeye TeleSystem, Inc.
 Internal
 Address: _____
 Street Address: 556 Southwyck Boulevard
 City: Toledo State: OH Zip: 43614

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Ohio
 Other _____

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)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Termination of Lien on Trademarks, Service Marks and Pending Applications

Execution Date: May 9, 2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 See SCHEDULE A of the Termination of Lien on Trademarks, Service Marks and Pending Applications attached hereto.

B. Trademark Registration No.(s)
 See SCHEDULE A of the Termination of Lien on Trademarks, Service Marks and Pending Applications attached hereto.

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Terry L. Witcher, Legal Assistant
 Internal Address: _____
Helms Mulliss & Wicker, PLLC
 Street Address: 201 North Tryon Street
 City: Charlotte State: NC Zip: 28202

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

W. Kent Walker, Esq. *[Signature]* May 22, 2002
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

05/29/2002 ANNED1 00000009 76334390
 01 FC:481 40.00 OP
 02 FC:482 25.00 OP

TRADEMARK REEL: 002515 FRAME: 0259

Schedule A

SECURED PROPERTIES

Trademark Application Serial Numbers

<u>MARK</u>	<u>SERIAL NUMBER</u>	<u>FILING DATE</u>
BUCKEYE SAVERPLAN	76/334,390	11/7/01

Trademark Registration Numbers

<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
MAXLINK	2,421,976	1/16/01



TERMINATION OF LIEN
ON TRADEMARKS, SERVICE MARKS
AND PENDING APPLICATIONS

WHEREAS, pursuant to the Agreement of Lien On Trademarks, Service Marks and Pending Applications dated as of December 21, 2001 (the "AGREEMENT OF LIEN"), and pursuant to the Security Agreement dated as of December 21, 2001, as amended, modified or supplemented from time to time, ("the SECURITY AGREEMENT") (the AGREEMENT OF LIEN and the SECURITY AGREEMENT, collectively, the "SECURITY DOCUMENTS") by and among **Buckeye Telesystem, Inc.** (the "GRANTOR), the Borrower, certain other subsidiaries of the Borrower, the Secured Parties, and Mellon Bank, N.A., as Collateral Agent (the " COLLATERAL AGENT") pursuant to the Collateral Agency Agreement, the COLLATERAL AGENT was granted a security interest or lien, for the benefit of the Secured Parties pursuant to the Security Agreement, in and to certain marks, registrations thereof and pending applications therefor, together with the goodwill of the business symbolized by such marks, of the GRANTOR as security for the full and timely payment and performance of the Secured Obligations, said marks, registrations thereof and pending applications therefor further identified in Schedule A attached hereto (the properties identified in Schedule A hereinafter collectively referred to as the "SECURED PROPERTIES"), said AGREEMENT OF LIEN having been sent for recordation at the United States Patent and Trademark Office on April 5, 2002; and

WHEREAS, the COLLATERAL AGENT is willing to terminate and release any and all security interests or liens in and on any of the property or assets of GRANTOR, including the SECURED PROPERTIES.

NOW, THEREFORE, intending to be legally bound hereby, the COLLATERAL AGENT releases and terminates all security interests in or liens on the SECURED PROPERTIES identified in Schedule A attached hereto.

TERMINATION OF LIEN
ON TRADEMARKS, SERVICE MARKS
AND PENDING APPLICATIONS

IN WITNESS WHEREOF, the COLLATERAL AGENT has caused this Termination Of Lien on GRANTOR'S SECURED PROPERTIES to be executed by its officer thereunto duly authorized, as of the date written below.

MELLON BANK, N.A.
as Collateral Agent

By: Raghnatha Reddy
Name: Raghnatha Reddy
Title: Lending officer

Sworn to and subscribed before me
this 9th day of May, 2002.

Christina M. Gilpin
Notary Public

My Commission Expires:

Notarial Seal
Christina M. Gilpin, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Aug 18, 2003

Member, Pennsylvania Association of Notaries