

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417921

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		03/01/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Integra Telecom Holdings, Inc.
Street Address:	1201 NE Lloyd Blvd., Suite 500
City:	Portland
State/Country:	OREGON
Postal Code:	97232
Entity Type:	Corporation: OREGON
Name:	Integra Telecom, Inc., an Oregon Corporation
Street Address:	18110 SE 34th St. Bldg 1, Suite 100
City:	Vancouver
State/Country:	WASHINGTON
Postal Code:	98683-9440
Entity Type:	Corporation: OREGON
Name:	Eschelon Telecom, Inc., a Delaware Corporation
Street Address:	1201 NE Lloyd Blvd, Suite 500
City:	Portland
State/Country:	OREGON
Postal Code:	97232
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2694680	INTEGRA TELECOM
Registration Number:	2372325	ELECTRIC LIGHTWAVE
Registration Number:	1716539	ELECTRIC LIGHTWAVE
Registration Number:	3428395	WEBGUARD
Registration Number:	3428396	WEBMESSAGE
Registration Number:	3590367	INTEGRA
Registration Number:	3686558	INTEGRACARE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3264376	NOVUS
Registration Number:	2907840	ONEEIGHTY COMMUNICATIONS
Registration Number:	2640426	ESCHELON TELECOM, INC.
Registration Number:	3225364	TFIRE

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: Michael Violet

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	03/01/2017

Total Attachments: 6

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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):

Morgan Stanley Senior Funding, Inc.

- Individual(s)
- Partnership
- Corporation- State: DE
- 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) March 1, 2017

- Assignment
- Security Agreement
- Other Release of Second Lien Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Integra Telecom Holdings, Inc.

Street Address: 1201 NE Lloyd Blvd., Suite 500

City: Portland

State: OR

Country: USA Zip: 97232

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

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 A

B. Trademark Registration No.(s)

See Schedule A

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:

11

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

March 1, 2017
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

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

Addendum to Cover Page of Trademarks Form Cover Sheet

2. Name and address of receiving party(ies)

Integra Telecom, Inc., an Oregon Corporation
18110 SE 34th St. Bldg 1, Suite 100
Vancouver, WA 98683-9440
Citizenship – USA – OR

Eschelon Telecom, Inc., a Delaware Corporation
1201 NE Lloyd Blvd, Suite 500
Portland, OR 97232
Citizenship – USA – DE

RELEASE OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN)

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of March 1, 2017 (the "Effective Date"), is made by MORGAN STANLEY SENIOR FUNDING, INC., in its capacity as Collateral Agent (the "Agent"), in favor of the grantor party identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain Security Agreement, dated as of February 22, 2013, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of February 22, 2013 (the "Trademark Security Agreement"), for recordal with the United States Patent and Trademark Office;

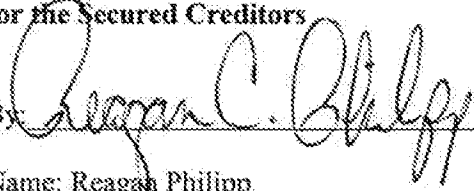
WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 27, 2013 at Reel/Frame 4971/0309;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule A attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

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

**MORGAN STANLEY SENIOR FUNDING,
INC., acting in its capacity as Collateral Agent
for the Secured Creditors**

By  _____

Name: Reagan Philipp

Title: Authorized Signatory

GRANTORS:

Integra Telecom Holdings, Inc.

Integra Telecom, Inc.

Eschelon Telecom, Inc.

[Second Lien Trademark Release]

SCHEDULE A

Trademark Registrations and Trademark Applications

Grantor: Integra Telecom Holdings, Inc.

<u>Title</u>	<u>Filing Date/Registration Date</u>	<u>Status</u> <u>[Pending/Registered]</u>	<u>Application/Registration No.</u>
INTEGRA TELECOM AND DESIGN 	03/11/2003	Registered	2,694,680
ELECTRIC LIGHTWAVE and Design	08/01/2000	Registered	2,372,325
ELECTRIC LIGHTWAVE	09/15/1992	Registered	1,716,539
WEBGUARD	5/13/2008	Registered	3,428,395
WEBMESSAGE	5/13/2008	Registered	3,428,396
INTEGRA TELECOM	3/17/2009	Registered	3,590,367
INTEGRACARE	09/22/2009	Registered	3,686,558

Grantor: Integra Telecom, Inc.

<u>Title</u>	<u>Filing Date/Registration Date</u>	<u>Status</u> <u>[Pending/Registered]</u>	<u>Application/Registration No.</u>
NOVUS	7/17/2007	Registered	3,264,376
ONEEIGHTY COMMUNICATIONS and Design	12/7/2004	Registered	2,907,840

Grantor: Eschelon Telecom, Inc.

<u>Title</u>	<u>Filing Date/Registration Date</u>	<u>Status</u> [Pending/Registered]	<u>Application/Registration No.</u>
ESCHELON TELECOM, INC. and Design	10/22/2002	Registered	2,640,426
TFIRE	04/3/2007	Registered	3,225,364