

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT2944613

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST IN REEL/FRAME 028502/0296	
<b>SEQUENCE:</b>	1	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	BANK OF AMERICA, N.A.	07/18/2014
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	CBeyond COMMUNICATIONS, LLC	
<b>Street Address:</b>	3060 PEACHTREE ROAD NW. SUITE 1065	
<b>City:</b>	ATLANTA	
<b>State/Country:</b>	GEORGIA	
<b>Postal Code:</b>	30305	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	12369185
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
<b>Email:</b>	marina.kelly@thomsonreuters.com	
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<b>Address Line 4:</b>	NEW YORK, NEW YORK 10005	
<b>NAME OF SUBMITTER:</b>	ELAINE CARRERA, LEGAL ASSISTANT	
<b>SIGNATURE:</b>	/Marina Kelly, Thomson Reuters/	
<b>DATE SIGNED:</b>	07/18/2014	
<b>Total Attachments: 5</b>		
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## RELEASE OF SECURITY INTEREST IN PATENTS

THIS RELEASE OF SECURITY INTEREST IN PATENTS (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 patents agreement dated as of July 5, 2012 (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 patents listed on Schedule 1 attached hereto (the "Patents");

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on July 5, 2012 at Reel/Frame 028502/0296;

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 Patents including, without limitation, the entire right, title and interest in and to each of the Patents, 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

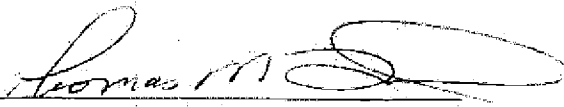
counterpart of a signature page to this Release by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Release.

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

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SIGNATURE PAGE 1

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**PATENT**  
**REEL: 033359 FRAME: 0101**

**SCHEDULE 1**

**PATENTS**

<b>PATENT APPLICATION</b>	<b>APPLICATION NO.</b>	<b>FILING DATE</b>
CLIENT APPLICATION INSTALLER	12/369,185	02/11/2009