

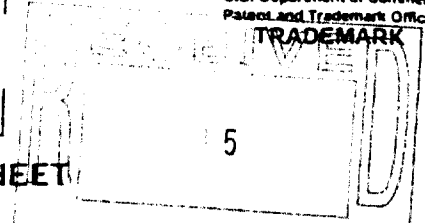
04-17-2000



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3-15-00

DESIGNATION FORM COVER SHEET  
TRADEMARKS ONLY



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

04/14/2000 DNGUYEN 00000345 75540284

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40.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practices. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 002052 FRAME: 0342

**Domestic Representative Name and Address** Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address** Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**  Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75540284"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

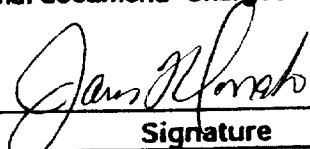
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

James F. Donato 

Name of Person Signing Signature Date Signed

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of January 12, 2000, by and between Integra Telecom Holdings, Inc., an Oregon corporation (the "Grantor"), and Bank of America, N.A., as administrative agent for the "Lenders" under the "Loan Agreement" defined below (the "Grantee").

### WITNESSETH:

WHEREAS, the Grantor and the Grantee have entered into that certain Loan and Security Agreement of even date herewith among the Grantor, the other "Borrowers" party thereto (together with the Grantor, collectively, referred to hereinafter as the "Borrowers"), the financial institutions signatory thereto from time to time as "Lenders" and the Grantee (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), the terms and provisions of which are incorporated herein by reference;

WHEREAS, the Grantee has required the Grantor to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the "Obligations" (as defined in the Loan Agreement) and (ii) as a condition precedent to any extension of credit to the Borrowers under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement shall have the meaning specified for such term in the Loan Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, the Grantor hereby grants to the Grantee, for the benefit of the Agent and the Lenders, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law and the provisions of this Agreement, all of the Grantor's now owned or existing and hereafter acquired or arising:

(i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of the Grantor's business symbolized by the foregoing and connected therewith, and (e) all of the Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 4(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether the Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all inventory now or hereafter owned by the Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 4, the Licenses shall not include any license agreement in effect as of the date hereof which by its terms prohibits the grant of the security contemplated by this Agreement; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this Section 4 shall be deemed to apply thereto automatically.

5. Restrictions on Future Agreements. the Grantor will not, without the Grantee's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with the terms and conditions of this Agreement or the Loan Agreement, and the Grantor further agrees that it will not take any action, and will use its reasonable best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to the Grantee under this Agreement or the rights associated with the Trademarks or Licenses.

6. New Trademarks and Licenses. With respect to all of the Grantor's trademarks that are or will be registered with the Federal Trademark and Patent Office, the Grantor represents and warrants that, from and after the date first listed above, (a) the Trademarks listed on Schedule A include all of the material trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by the Grantor, (b) the Licenses listed on Schedule B include all of the material trademark license agreements and service mark license agreements under which the Grantor is the licensee or licensor and (c) no liens, claims or security interests in such Trademarks and Licenses have been granted by the Grantor to any Person other than the Grantee. If, prior to the termination of this Agreement, the Grantor shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of paragraph 4 above shall automatically apply thereto. The Grantor shall use its reasonable best efforts to give to the Grantee written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. The Grantor hereby authorizes the Grantee to modify this Agreement unilaterally (i) by amending Schedule A hereto to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule B hereto to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under paragraph 4 above or under this paragraph 6, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedules A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

7. Royalties. The Grantor hereby agrees that the use by the Grantee of the Trademarks and Licenses as authorized hereunder in connection with the Grantee's exercise of its rights and remedies under paragraph 15 shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Grantee to the Grantor.

8. Right to Inspect; Change of Location; Further Assignments and Security Interests. The Grantee may at all reasonable times upon reasonable notice (and at any time when an Event of Default has occurred and is continuing) have access to, examine, audit, make copies (at the Grantor's expense) and extracts from and inspect the Grantor's premises and examine the Grantor's books, records and operations relating to the Trademarks and Licenses as the Grantee deems necessary; provided, that in conducting such inspections and examinations, the Grantee shall use reasonable efforts not to disturb unnecessarily the conduct of the Grantor's ordinary business operations. If the Grantor shall change the location of its books and records, chattel paper, records of account, principal place of business or chief executive office, such Borrower shall notify the Agent thereof not later than five (5) days after the occurrence thereof. From and after the occurrence of, and during the continuation of, an Event of Default, the Grantor agrees

that the Grantee, or a conservator appointed by the Grantee, shall have the right to establish such reasonable additional product quality controls as the Grantee or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by the Grantor under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. The Grantor agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent of the Grantee, (ii) to maintain the quality of such products as of the date hereof, and (iii) not to change the quality of such products in any material respect without the Grantee's prior and express written consent.

9. Nature and Continuation of the Grantee's Security Interest; Termination of the Grantee's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Obligations have been paid in full in cash and the Loan Agreement has been terminated. When this Agreement has terminated, the Grantee shall promptly execute and deliver to the Grantor, at the Grantor's expense, all termination statements and other instruments as may be necessary or proper to terminate the Grantee's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Grantee pursuant to this Agreement.

10. Duties of the Grantor. The Grantor shall have the duty, to the extent desirable in the normal conduct of the Grantor's business, to: (i) prosecute diligently any material trademark application or material service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (ii) apply for federal registration for material trademarks or material service marks. The Grantor further agrees (i) not to abandon any material Trademark or material License without the prior written consent of the Grantee, and (ii) to use its reasonable best efforts to maintain in full force and effect the material Trademarks and the material Licenses that are or shall be necessary or economically desirable in the operation of the Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by the Grantor. The Grantee shall not have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, the Grantee shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but the Grantee may do so at its option from and after an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of the Grantor and shall be added to the Obligations secured hereby.

11. The Grantee's Right to Sue. From and after the occurrence of, and during the continuation of, an Event of Default, the Grantee shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Grantee shall commence any such suit, the Grantor shall, at the request of the Grantee, do any and all lawful reasonable acts and execute any and all proper documents reasonably required by the Grantee in aid of such enforcement. The Grantor shall, upon demand, promptly reimburse the Grantee for all reasonable costs and expenses incurred by the Grantee in the exercise of its rights under this paragraph 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Grantee).

12. Waivers. The Grantee's failure, at any time or times hereafter, to require strict performance by the Grantor of any provision of this Agreement shall not waive, affect or diminish any right of the Grantee thereafter to demand strict compliance and performance therewith nor shall any course of dealing between the Grantor and the Grantee have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of the Grantor contained in this Agreement shall be deemed to have been suspended or waived by the Grantee unless such suspension or waiver is in writing signed by an officer of the Grantee and directed to the Grantor specifying such suspension or waiver.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 6 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney. (a) The Grantor hereby irrevocably designates, constitutes and appoints the Grantee (and all Persons designated by the Grantee in its sole and absolute discretion) as the Grantor's true and lawful attorney-in-fact, and authorizes the Grantee and any of the Grantee's designees, in the Grantor's or the Grantee's name, from and after the occurrence of, and during the continuation of, an Event of Default and the giving by the Grantee of notice to the Grantor of the Grantee's intention to enforce its rights and claims against the Grantor, to (i) endorse the Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Grantee in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as the Grantee deems in its own best interest. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full in cash and the Loan Agreement shall have been terminated.

(b) The Grantee shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence of an Event Default and the election by the Grantee to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code with respect to the Trademarks and Licenses, the Grantor agrees to assign, convey and otherwise transfer title in and

to the Trademarks and the Licenses to the Grantee or any transferee of the Grantee and to execute and deliver to the Grantee or any such transferee all such agreements, documents and instruments as may be necessary, in the Grantee's sole discretion, to effect such assignment, conveyance and transfer. All of the Grantee's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of, and during the continuation of, an Event of Default, the Grantee may exercise any of the rights and remedies provided in this Agreement and any of the other Loan Documents. The Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Grantee may give any shorter notice that is commercially reasonable under the circumstances.

(c) Notwithstanding any other provision of this Agreement, the Grantee shall not seek to assign any of the Grantor's existing or future trademark or service mark applications based on an intent-to-use the mark prior to the filing of a verified Statement of Use, pursuant to 15 U.S.C. §1060.

16. Successors and Assigns. This Agreement shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Grantee and its nominees, successors and assigns. The Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for the Grantor; provided, however, that the Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without the Grantee's prior written consent.

17. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties herein shall be governed by in all respects in accordance with the internal laws (as opposed to conflict of laws provisions) and decisions of the State of New York.

18. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

19. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

20. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

21. Merger. This Agreement represents the final agreement of the Grantor and the Grantee with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between the Grantor and the Grantee.



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

INTEGRA TELECOM HOLDINGS, INC.

By: 

Name: WAYNE P GRAHAM

Title: SVP FINANCE

Accepted and agreed to as of the day and year first above written.

BANK OF AMERICA, N.A., as Agent

By: 

Name: Julie Schell

Title: Vice President

*Signature Page to Trademark Security Agreement*

TRADEMARK  
REEL: 002052 FRAME: 0350

STATE OF NEW YORK

)

) SS

COUNTY OF NEW YORK

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The foregoing Trademark Security Agreement was acknowledged before me this 12th day of January, 2000, by WAYNE GRAHAM, a SUP FINANCE of Integra Telecom Holdings, Inc., an Oregon corporation on behalf of such corporation.

Mary Caliendo

Notary Public

My commission expires:

MARY CALIENDO  
Notary Public, State of New York  
No. 4951918  
Qualified in Nassau County  
Commission Expires June 5, 2001

STATE OF NEW YORK

)

) SS

COUNTY OF NEW YORK

)

The foregoing Trademark Security Agreement was acknowledged before me this 12th day of January, 2000, by Julie Schell, a Vice President of Bank of America, N.A., on behalf of Bank of America, N.A., as Agent.

Mary Caliendo

Notary Public

My commission expires:

MARY CALIENDO  
Notary Public, State of New York  
No. 4951918  
Qualified in Nassau County  
Commission Expires June 5, 2001

Schedule A  
to  
Trademark Security Agreement

Dated as of January 12, 2000

**Trademarks**

**Trademark and Service Mark Applications**

Trademark:  
Integra Telecom

International Class No.:  
38

Filing Date:  
August 12, 1998

75/540, 284

Schedule B  
to  
Trademark Security Agreement  
Dated as of January 12, 2000

License Agreements