

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	Assignment of Administrative Agent of Security Interest in Trademarks
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A.		08/15/2003	ASSOCIATION: UNITED STATES

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	General Electric Capital Corporation
<b>Street Address:</b>	201 High Ridge Road
<b>City:</b>	Stamford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06927
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2488110	INTEGRA TELECOM
Registration Number:	2694680	INTEGRA TELECOM

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(214)981-3400
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	214-981-3319
<b>Email:</b>	mroberts@sidley.com
<b>Correspondent Name:</b>	Elisabeth A. Evert
<b>Address Line 1:</b>	717 North Harwood
<b>Address Line 2:</b>	Suite 3400
<b>Address Line 4:</b>	Dallas, TEXAS 75201

<b>ATTORNEY DOCKET NUMBER:</b>	39521/32840
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<b>NAME OF SUBMITTER:</b>	Susan Roberts
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Total Attachments: 9  
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AGREEMENT

Dated as of August 15, 2003

THIS AGREEMENT (this "Agreement") dated as of August 15, 2003 is entered into by and among:

- (i) INTEGRA TELECOM HOLDINGS, INC.,  
INTEGRA TELECOM OF ARIZONA, INC.,  
INTEGRA TELECOM OF COLORADO, INC.,  
INTEGRA TELECOM OF IDAHO, INC.,  
INTEGRA TELECOM OF IOWA, INC.,  
INTEGRA TELECOM OF MINNESOTA, INC.,  
INTEGRA TELECOM OF NEBRASKA, INC.,  
INTEGRA TELECOM OF NEW MEXICO, INC.,  
INTEGRA TELECOM OF NORTH DAKOTA, INC.,  
INTEGRA TELECOM OF OREGON, INC.,  
INTEGRA TELECOM OF SOUTH DAKOTA, INC.,  
INTEGRA TELECOM OF UTAH, INC.,  
INTEGRA TELECOM OF WASHINGTON, INC.,  
INTEGRA TELECOM OF WISCONSIN, INC. and  
SCOTT-RICE TELEPHONE CO. (each a "Borrower", and collectively the "Borrowers");
- (ii) CIT LENDING SERVICES CORPORATION,  
COBANK, ACB,  
GENERAL ELECTRIC CAPITAL CORPORATION, and  
GE CAPITAL CFE, INC. (each a "Lender", and collectively the "Lenders");
- (iii) BANK OF AMERICA, N.A., in its capacity as retiring administrative agent (in such capacity, the "Agent");
- (iv) GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as successor administrative agent (in such capacity, the "Successor Agent");  
and
- (v) INTEGRA TELECOM, INC. (the "Guarantor").

## PRELIMINARY STATEMENTS

(A) The Borrowers, the Lenders and the Agent are parties to that certain Loan and Security Agreement, dated as of January 12, 2000 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"). All capitalized terms not otherwise defined herein are used herein as defined in the Loan Agreement.

(B) Bank of America, N.A. has notified the Borrowers and the Lenders that it will resign as Agent effective September 15, 2003 (the "Effective Date").

(C) The Lenders wish to appoint the Successor Agent, and the Lenders, the Borrowers and the Agent wish to provide for an orderly transition from the Agent to the Successor Agent.

SECTION 1. Resignation and Replacement of Bank of America, N.A. as Agent. As of the Effective Date and except as otherwise provided under Section 10.06 of the Loan Agreement with respect to indemnity rights and certain other rights (the "Retained Rights"), Bank of America, N.A. shall no longer have any rights or duties as Agent under the Loan Documents. The Lenders hereby appoint General Electric Capital Corporation ("GE Capital") as the Successor Agent effective as of the Effective Date, and the Borrowers hereby approve such appointment. On the Effective Date all of the rights of Bank of America, N.A., as Agent, other than the Retained Rights, shall be automatically assigned to, and all of the duties of Bank of America, N.A., as Agent, shall automatically be assumed by, GE Capital, as Successor Agent. Without limiting the foregoing, all grants of security interests and rights of setoff against any Borrower's or the Guarantor's respective properties under the Loan Documents granted prior to the Effective Date in favor of Bank of America, N.A., as Agent, shall on and after the Effective Date be deemed to be grants of security interests and rights of setoff in favor of GE Capital, in its capacity as Successor Agent under the Loan Documents.

SECTION 2. Contact Information for Successor Agent. Any payments required to be made pursuant to the Loan Documents to the Agent on and after the Effective Date shall be made by wire transfer of immediately available funds to the following account of the Successor Agent:

**REDACTED**

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On and after the Effective Date, all notices to the Agent shall be sent to the following address of the Successor Agent:

General Electric Capital Corporation  
201 High Ridge Road  
Stamford, CT 06927 5100  
Attention: James Gulalo  
Tel: 203-316-7531  
Fax: 203-602-8334  
email: james.gulalo@ge.com

SECTION 3. Fee Letter; Cooperation of Borrowers. The Fee Letter dated June 5, 2002 between the Borrowers and the Agent shall terminate as of the Effective Date, and the Successor Agent and the Borrowers shall promptly negotiate a new Fee Letter, dated as of the Effective Date, to provide payment to the Successor Agent of an annual administrative and collateral agency fee, payable annually in advance, with such fees to be due and payable beginning on the Effective Date and on each anniversary of the Effective Date until the Loan Agreement has terminated and all amounts owing thereunder have been paid in full. The Successor Agent and the Borrowers acknowledge and agree that the new Fee Letter will provide for all fees to be identical, or nearly identical, to the fees set forth in the terminating Fee Letter. The Borrowers shall pay directly to the Agent all fees due under the terminating Fee Letter on a pro rata basis for the period from and including June 5, 2003 through but excluding the Effective Date. The Borrowers agree to cooperate with the Successor Agent in contacting landlords, licensors, insurance companies and other third parties for the purpose of notifying such third parties and obtaining acknowledgments from them of the designation of GE Capital as the Successor Agent; provided, however, that all costs and expenses of such activities, including, but not limited to, the costs of document preparation, shall be borne by the Successor Agent. The Borrowers further agree to cooperate with the Successor Agent in approving and executing any amendments to the Restricted Account Agreements or the Mortgages that the Successor Agent may deem reasonably necessary to effectuate a replacement of the Agent by the Successor Agent under such Loan Documents; provided, however, that all costs and expenses of such activities, including, but not limited to, the costs of document preparation, shall be borne by the Successor Agent.

SECTION 4. 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 and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

SECTION 5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAWS PRINCIPLES THAT REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANY OTHER STATE OR JURISDICTION.

SECTION 6. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

INTEGRA TELECOM HOLDINGS, INC., as a Borrower  
INTEGRA TELECOM OF ARIZONA, INC., as a Borrower  
INTEGRA TELECOM OF COLORADO, INC., as a Borrower  
INTEGRA TELECOM OF IDAHO, INC., as a Borrower  
INTEGRA TELECOM OF IOWA, INC., as a Borrower  
INTEGRA TELECOM OF MINNESOTA, INC., as a Borrower  
INTEGRA TELECOM OF NEBRASKA, INC., as a Borrower  
INTEGRA TELECOM OF NEW MEXICO, INC., as a Borrower  
INTEGRA TELECOM OF NORTH DAKOTA, INC., as a Borrower  
INTEGRA TELECOM OF OREGON, INC., as a Borrower  
INTEGRA TELECOM OF SOUTH DAKOTA, INC., as a Borrower  
INTEGRA TELECOM OF UTAH, INC., as a Borrower  
INTEGRA TELECOM OF WASHINGTON, INC., as a Borrower  
INTEGRA TELECOM OF WISCONSIN, INC., as a Borrower  
SCOTT-RICE TELEPHONE CO., as a Borrower

By: J. N. H. T.  
Name: JAMES H. HUESGEN  
Title: PRESIDENT & CFO

INTEGRA TELECOM, INC., as a Guarantor

By: J. N. H. T.  
Name: JAMES H. HUESGEN  
Title: PRESIDENT & CFO

BANK OF AMERICA, N.A., as retiring Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

CIT LENDING SERVICES CORPORATION, as a Lender

By: \_\_\_\_\_  
Name:  
Title:

*Signature Page to  
Agreement*

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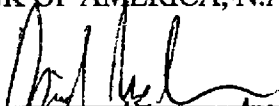
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INTEGRA TELECOM OF UTAH, INC., as a Borrower  
INTEGRA TELECOM OF WASHINGTON, INC., as a Borrower  
INTEGRA TELECOM OF WISCONSIN, INC., as a Borrower  
SCOTT-RICE TELEPHONE CO., as a Borrower

By: \_\_\_\_\_  
Name:  
Title:

INTEGRA TELECOM, INC., as a Guarantor

By: \_\_\_\_\_  
Name:  
Title:

BANK OF AMERICA, N.A., as retiring Administrative Agent

By:   
Name: MICKEY McLEAN  
Title: VICE PRESIDENT

CIT LENDING SERVICES CORPORATION, as a Lender

By: \_\_\_\_\_  
Name:  
Title:

*Signature Page to  
Agreement*

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INTEGRA TELECOM OF WASHINGTON, INC., as a Borrower  
INTEGRA TELECOM OF WISCONSIN, INC., as a Borrower  
SCOTT-RICE TELEPHONE CO., as a Borrower

By: \_\_\_\_\_  
Name:  
Title:

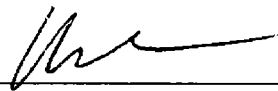
INTEGRA TELECOM, INC., as a Guarantor

By: \_\_\_\_\_  
Name:  
Title:

BANK OF AMERICA, N.A., as retiring Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

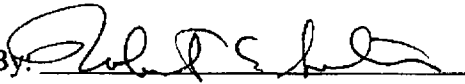
CIT LENDING SERVICES CORPORATION, as a Lender

By:  \_\_\_\_\_  
Name: **Michael V. Monahan**  
Title: **Vice President**

*Signature Page to  
Agreement*



COBANK, ACB, as a Lender

By: 

Name: Robert E. Satrom  
Title: Sr. Vice President  
Special Assets

GENERAL ELECTRIC CAPITAL CORPORATION, as a Lender and  
as successor Administrative Agent

By: \_\_\_\_\_

Name:  
Title:

GE CAPITAL CFE, INC., as a Lender

By: \_\_\_\_\_

Name:  
Title:

*Signature Page to  
Agreement*

TRADEMARK  
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COBANK, ACB, as a Lender

By: \_\_\_\_\_

Name:

Title:

GENERAL ELECTRIC CAPITAL CORPORATION, as a Lender and  
as successor Administrative Agent

By: Todd B. Foust

Name: Todd B. Foust

Title: Duly Authorized Signatory

GE CAPITAL CFE, INC., as a Lender

By: Todd B. Foust

Name:

Title: Todd B. Foust

Duly Authorized Signatory

*Signature Page to  
Agreement*

Schedule A  
to  
Trademark and Security Agreement

Dated as of January 12, 2000

**Trademarks**

**Trademark Registration**

Trademark:	Registration Number:	Registration Date
Integra Telecom	2,488,110	September 11, 2001

**Trademark Applications**

Trademark:	Serial Number	Filing Date:
Integra Telecom and Design	76/210,343	February 12, 2001