

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies):  
 ICG COMMUNICATIONS, INC. (Delaware corp)  
 ICG CHOICECOMM LP (Delaware limited partnership)  
 ICG TELECOM GROUP (Delaware corp)

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

2. Name and Address of receiving party(ies)

Name: MCCC ICG HOLDINGS LLC

Address: 201 North Union Street, Suite #300  
Alexandria, VA 22334

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation (State - \_\_\_\_\_)  
 Other - Limited Liability Company (Delaware)

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 Interest  Change of Name  
 Other \_\_\_\_\_

Execution Date: July 19, 2004

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See attached

Additional numbers attached?  Yes  No

B. Trademark Registration No.(s) See attached

5. Name and address of party to whom correspondence concerning document should be mailed:

Hayley Smith, Senior Legal Assistant  
 Kirkland & Ellis LLP  
 153 East 53rd Street  
 New York, NY 10022-4675  
 (212) 446-4800 (Phone)  
 (212) 446-4900 (Fax)

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41)..... \$ 365  
 Enclosed  
 Authorized to be charged to Deposit Account

8. Charge to Deposit Account No. 111098  
 (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.*

Hayley Smith Hayley Smith 8-2-04  
 Name of Person Signing Signature Date

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

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

CH \$365.00 111098 78290555

Trademark/Service Mark	Registration/Application Number
ICG COMMUNICATIONS AND DESIGN	2326233
ICG	2315289
ICG	2363042
ICG COMMUNICATIONS, INC.	2297397
ICG LOGO (diamond)	2726127
ICG TELECOM GROUP, INC.	2315341
ICG PARTNERS FIRST	Serial Number 78/290,555
VOICEPIPE	2853563
HELLO ICG	2324176
ICONVERGE	2655551
<b>ICG SATELLITE SERVICES</b>	<b>2252950</b>
<b>ICG FIBER OPTIC TECHNOLOGIES</b>	<b>2359079</b>
CHOICECOM	2270982

EXECUTION COPY

**SECURITY INTEREST IN TRADEMARKS**

THIS SECURITY INTEREST IN TRADEMARKS ("Security Interest In Trademarks"), dated as of July 19, 2004, is made by ICG Communications, Inc., a Delaware Corporation, ICG Choicccomm L.P., a Delaware limited partnership and ICG Telecom Group, Inc., a Delaware Corporation (each a "Grantor"), in favor of MCCC ICG Holdings LLC, a Delaware limited liability company, as Lender under the Security Agreement described below ("Lender").

WHEREAS, pursuant to that Credit and Guaranty Agreement dated July 19, 2004 entered into by Grantor, Lender and certain other parties (the "Credit Agreement"), certain loans and credit facilities are to be made available to Grantor and certain of its affiliates;

WHEREAS, in connection with the Credit Agreement, Grantor has executed and delivered to Lender a Security and Pledge Agreement of even date herewith (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement"), pursuant to which the Grantor has granted a security interest in the Collateral (as defined therein) to the Lender;

WHEREAS, as a condition precedent to the making of the loans and the establishment of the credit facilities under the Credit Agreement, and in conjunction with the Security Agreement, Grantor is required to execute and deliver this Security Interest In Trademarks;

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Security Interest In Trademarks; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Security Interest In Trademarks, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement or the Credit Agreement (collectively, the "Finance Documents").

Section 2. Grant of Security Interest. As security for the full and timely payment, observance and performance of the obligations pursuant to the Finance Documents, Grantor hereby grants to Lender a continuing security interest in and a right of setoff against, all of Grantor's right, title and interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto).

Section 3. Purpose. This Security Interest In Trademarks has been executed and delivered by Grantor for the purpose of registering with the United States Patent and Trademark Office ("PTO") the grant of a security interest in the Finance Documents. The security interest granted hereby has been granted, pursuant to Section 5 (Further Assurances) and

Section 8 (Intellectual Property) of the Security Agreement, as a supplement and ancillary to, and not in limitation of, the security interest granted to Lender under the Security Agreement with respect to the Intellectual Property Rights. The Security Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its respective terms. In the event of any conflict between this Security Interest in Trademarks and the Finance Documents, the Finance Documents shall prevail.

Section 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Finance Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 6. Counterparts. This Security Interest In Trademarks may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

\* \* \* \* \*

**EXECUTION COPY**

IN TESTIMONY WHEREOF, the Grantor and Lender have caused this Security Interest In Trademarks to be signed and executed by the undersigned officers thereunto duly authorized this 19th day of July, 2004.

**GRANTORS:**

ICG COMMUNICATIONS, INC.

By: B. D. Zupolt  
Name: Bernard Zupolt  
Title: Executive Vice President  
General Counsel, & Secretary

ICG CHOICECOMM L.P.

By: B. D. Zupolt  
Name: Bernard Zupolt  
Title: Vice President of ICG Telecom Group, Inc.,  
its Managing Member.

ICG TELECOM GROUP, INC.

By: B. D. Zupolt  
Name: Bernard Zupolt  
Title: Vice President

**LENDER:**

MCCC ICG HOLDINGS LLC

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

8 04 12:19p

p. 2

**EXECUTION COPY**

IN TESTIMONY WHEREOF, the Grantor and Lender have caused this Security Interest In Trademarks to be signed and executed by the undersigned officers thereunto duly authorized this 19th day of July, 2004.

**GRANTORS:**

**ICG COMMUNICATIONS, INC.**

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

**ICG CHOICECOMM L.P.**


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

**ICG TELECOM GROUP, INC.**

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

**LENDER:**

**MCCC ICG HOLDINGS LLC**

By:   
Name: Dawn Crow  
Title: President

STATE OF )  
 ) SS  
COUNTY OF )

On this \_\_\_ day of \_\_\_\_\_, 2004, there appeared before me \_\_\_\_\_, personally known to me, who acknowledged that he/she signed the foregoing Security Interest In Trademarks as his/her voluntary act and deed on behalf and with full authority of ICG Communications, Inc.

\_\_\_\_\_  
Notary Public

STATE OF )  
 ) SS  
COUNTY OF )

On this \_\_\_ day of \_\_\_\_\_, 2004, there appeared before me \_\_\_\_\_, personally known to me, who acknowledged that he/she signed the foregoing Security Interest In Trademarks as his/her voluntary act and deed on behalf and with full authority of ICG Choicecomm L.P.

\_\_\_\_\_  
Notary Public

STATE OF )  
 ) SS  
COUNTY OF )

On this \_\_\_ day of \_\_\_\_\_, 2004, there appeared before me \_\_\_\_\_, personally known to me, who acknowledged that he/she signed the foregoing Security Interest In Trademarks as his/her voluntary act and deed on behalf and with full authority of ICG Telecom Group, Inc.

\_\_\_\_\_  
Notary Public

STATE OF )  
 ) SS  
 COUNTY OF )

On this \_\_\_ day of \_\_\_\_\_, 2004, there appeared before me \_\_\_\_\_, personally known to me, who acknowledged that he/she signed the foregoing Security Interest In Trademarks as his/her voluntary act and deed on behalf and with full authority of MCCC ICG Holdings LLC

\_\_\_\_\_  
 Notary Public



**SCHEDULE A**

**TRADEMARKS**

**Marks owned by ICG Communications, Inc.:**

<b>Trademark/Service Mark</b>	<b>Jurisdiction Registered</b>	<b>Registration Number</b>	<b>Date of Registration</b>
ICG COMMUNICATIONS AND DESIGN	United States	2326233 Serial Number 75/653915	Registered 3/7/2000
ICG	United States	2315289 Serial Number 75/363242	Registered 2/8/2000
ICG	United States	2363042 Serial Number 75/499256	Registered 6/27/2000
ICG COMMUNICATIONS, INC.	United States	2297397 Serial Number 75/402067	Registered 12/7/1999
ICG LOGO (diamond)	United States	2726127 Serial Number 75/260581	Registered 6/7/2003
ICG TELECOM GROUP, INC.	United States	2315341 Serial Number 75/402060	Registered 2/8/2000
ICG PARTNERS FIRST	United States	Serial Number 78/290,555	Filed 8/21/2003 Registration refused based on third party filing for the mark "ICG" by Internet Capital Group, Inc. Objection, if any, is due by September 7, 2004
VOICEPIPE	United States	2853563 Serial Number 78/202,250	Registered 6/15/2004

Trademark/Service Mark	Jurisdiction Registered	Registration Number	Date of Registration
HELLO ICG	United States	2324176 Serial Number 75/653524	Registered 2/29/2000
ICONVERGE	United States	2655551 Serial Number 76/104973	Registered 12/3/2002
ICG SATELLITE SERVICES	United States	2252950	Registered 6/15/99
ICG FIBER OPTIC TECHNOLOGIES	United States	2359079	Registered 6/20/00

**Marks owned by ICG Choicecom L.P. :**

Trademark/Service Mark	Jurisdiction Registered	Registration Number	Date of Registration
CHOICECOM	United States	2270982 Serial Number 75/229407	Registered 8/17/99

**Marks owned by ICG Telecom Group, Inc.:**

Trademark/Service Mark	Jurisdiction Registered	Registration Number	Date of Registration
THE COLORADO PHONE COMPANY	Colorado	19971137573	August 28, 1997

**KIRKLAND & ELLIS LLP*****Fax Transmittal***

Citigroup Center  
153 East 53rd Street  
New York, New York 10022-4611  
Phone: 212 446-4800  
Fax: 212 446-4900

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Please notify us immediately if any pages are not received.

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212 446-4800.**

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<b>To:</b>	<b>Company:</b>	<b>Fax #:</b>	<b>Direct #:</b>
Assignment Branch	United States Patent & Trademark Office	703-306-5995	

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<b>From:</b>	<b>Date:</b>	<b>Pages w/cover:</b>	<b>Fax #:</b>	<b>Direct #:</b>
Hayley M. Smith	August 2, 2004	11	212 446-4900	212 446-4727

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**Message:**