

Form PTO-1594
(rev 06/04)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U. S. Department of Commerce
Patent and Trademark Office

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)/Execution Date(s):
Bank of America, N.A. as Administrative Agent
901 Main St., 64th Floor
Dallas, Texas 75202-3748

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - State
 Other

Citizenship None

Execution Date(s) September 24, 2004

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

2. Name and Address of receiving party(ies)

Additional name(s) & address(es) attached? Yes No

Name: Credit Suisse First Boston, acting through its Cayman Islands branch as Administrative Agent

Internal Address: _____

Street Address: Eleven Madison Avenue

City: New York

State: NY

Country: USA Zip: 10010

Association - Citizenship _____

General Partnership - Citizenship _____

Corporation - Citizenship Switzerland

Other _____

Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No.

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Government Interest Assignment

Other Assignment of Security Interest in Trademarks

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

A. Trademark Application No(s).

78333745 78354010 78354932
78333732 76459636

B. Trademark Registration No(s).

2546680 1466634 2321598
1784986 2283034 2339356
2226815 2352579 2336725
2306604 2514484 1420451
2716998 2569456 2732670
2281216 2281219 1977269
2060832 1595720 1929143
2524363 2718479

Additional numbers attached? Yes No

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

Jessica Cohen, Esq.
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
Four Times Square
New York, New York 10036
Tel: (212) 735-3000
Fax: (212) 735-2000
JECOHEN@skadden.com

6. Total number of applications and registrations involved:

28

7. Total fee (37 CFR 1.21(h) and 3.41) \$580


All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 217730/1841)

8. Payment Information

Deposit Account No. 19-2385

Authorized user Name: Michael McGuire

9. Signature.



Signature
Jessica Cohen
Name of Person Signing

October 20, 2004

Date

Total number of pages including cover sheet, and documents:

7

CH \$680.00 192386 78333745

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

Reference is made to the SECOND AMENDED AND RESTATED CREDIT AND GUARANTY AGREEMENT, dated as of September 8, 1999, as amended and restated as of April 25, 2001, and as further amended and restated as of October 15, 2002 (as such agreement has heretofore been amended, the "Credit Agreement"), among WILTEL COMMUNICATIONS, LLC, a Delaware limited liability company (the "Borrower"), the guarantors party thereto, the several banks and other financial institutions or entities from time to time parties thereto, BANK OF AMERICA, N.A. ("Bank of America"), as administrative agent (in such capacity, the "Administrative Agent"), JP MORGAN CHASE BANK ("JPM"), as syndication agent, SALOMON SMITH BARNEY INC. and MERRILL LYNCH & CO., as co-documentation agents, and Bank of America and JPM, as Issuing Banks. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

Reference is further made to the Third Amended and Restated Credit and Guaranty Agreement (as posted to SyndTrak, the "Restated Credit Agreement"), dated as of September 8, 1999, as amended and restated as of April 25, 2001, as further amended and restated as of October 15, 2002, and as further amended and restated as of September 24, 2004, among WilTel Communications Group, Inc., the other guarantors party thereto, the Borrower, the several banks and other financial institutions or entities from time to time parties thereto and Credit Suisse First Boston, acting through its Cayman Islands branch ("CSFB"), as administrative agent (in such capacity, the "Successor Administrative Agent"), which has become effective concurrently with the Effective Date defined below.

Reference is further made to the Administrative Agent and Issuing Bank Resignation Agreement effective as of September 24, 2004 (the "Resignation Agreement"), which is effective immediately upon the consummation of the assignments and/or prepayments contemplated by the Lender Consent Agreement attached thereto.

The effective date of this Assignment of Security Interest in Trademarks (this "Assignment Agreement") shall be September 24, 2004 (the "Effective Date").

(a) Pursuant to the Resignation Agreement, Bank of America agrees (i) that all Liens on or security interests in the Collateral (as defined in the Credit Agreement), including, without limitation, the security interest in the trademarks set forth on Schedule A hereto, including without limitation, the security interests recorded with the U.S. Patent and Trademark Office at Reel 2663 / Frame 0390, and Reel 2672 / Frame 0703 shall be, and hereby are, assigned, transferred and conveyed to CSFB, as Successor Administrative Agent (such assignment, transfer and conveyance to be without any representation or warranty whatsoever), (ii) to, as reasonably requested by CSFB, take such further action to assign, convey and transfer to CSFB, as Successor Administrative Agent, all Liens on or security interests in the Collateral and (iii) to, as reasonably requested by CSFB, execute and deliver to CSFB as Successor Administrative Agent such amendments and assignments, and take such other actions, as may be reasonably requested by CSFB and are necessary or appropriate in connection with the appointment of CSFB as successor Administrative Agent to assign, transfer and convey the security interests created under the Security Agreement, the Mortgages and other applicable Loan Documents. In furtherance of the foregoing and concurrently with the effectiveness of the Restated Credit Agreement, the Resignation Agreement and this Assignment Agreement, Bank of America hereby authorizes and appoints CSFB, in its capacity as Successor Administrative Agent, to file, record, and deliver, where applicable or appropriate, such amendments and assignments to such amendments,

assignments and/or termination documents required or reasonably requested by CSFB, in its capacity as Successor Administrative Agent, to evidence the assignment of security interests described above and CSFB's appointment as Successor Administrative Agent.

2. GOVERNING LAW. THIS ASSIGNMENT AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

3. Counterparts. This Assignment Agreement may be executed by one or more of the parties to this Assignment Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Assignment Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

[signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment Agreement to be duly executed and delivered by its proper and duly authorized officer(s) as of this ____ day of September, 2004.

CREDIT SUISSE FIRST BOSTON,
acting through its Cayman Islands branch,
as Lender and successor Administrative Agent

By: 
Name: ROBERT HETH
Title: DIRECTOR

By: 
Name: VANESSA GOMEZ
Title: ASSOCIATE

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

By: _____
Name:
Title:

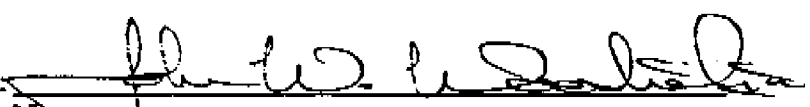
IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment Agreement to be duly executed and delivered by its proper and duly authorized officer(s) as of this 24th day of September, 2004.

CREDIT SUISSE FIRST BOSTON,
acting through its Cayman Islands branch,
as Lender and successor Administrative Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

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

By:  _____
Name:
Title:

JOHN W. WOODIEL III
MANAGING DIRECTOR

SCHEDULE A**TRADEMARK REGISTRATIONS OWNED BY
WILTEL COMMUNICATIONS GROUP, INC.**

Trademark	Class	Registration Number	Registration Date	Jurisdiction
adsInView	35	2,546,680	3/12/02	U.S.
adsInView	35	TMA592143	10/10/03	Canada
*ChoiceSeat ¹				
Cycle-Sat	39	1,466,634	11/24/87	U.S.
Dedicated Lite	38	2,321,598	2/22/00	U.S.
*Design (Swirling W) ¹				
First Video	38	1,784,986	7/27/93	U.S.
First Video & design	38	2,283,034	10/05/99	U.S.
Flex-CIR	38	2,339,356	4/4/00	U.S.
*Get Carried Away ¹				
Global Access	38	2,226,815	2/23/99	U.S.
Global Shuttle	35	2,352,579	5/23/00	U.S.
*iBEAM	38	2,336,725	3/28/00	U.S.
*iBEAM Broadcasting	38	2,306,604	1/4/00	U.S.
*Maxcaster		001207331		European Community
mediaXtranet	38	2,514,484	12/4/01	U.S.
National Gateway	38	1,420,451	12/9/86	U.S.
Streaming the Best of Your Business	38	2,716,998	5/20/03	U.S.
The Catch Server	38	2,569,456	5/14/2002	U.S.
The Catch Server	9	2,732,670	7/1/03	U.S.
The Catch Server	9	TMA613,312	6/21/04	Canada
The Catch Server	38	TMA593115	10/27/03	Canada
Encircled "V"	38	2,281,216	9/28/99	U.S.
VF & design	38	2,281,219	9/28/99	U.S.
VenueNet	38	1,977,269	5/28/96	U.S.
Virtual Teleport	38	2,060,832	5/13/97	U.S.
Vyvx	38	1,595,720	5/8/90	U.S.
Vyvx & design	38	1,929,143	10/24/95	U.S.
Vyvx First Video Affiliate		TMA464,204	10/18/96	Canada
Vyvx MediaXtranet	38	2,524,363	1/1/02	U.S.
VyvxInView	38	2,718,479	5/27/03	U.S.

* To be abandoned.

¹ Registered in the name of Williams Communications, Inc., now known as WilTel Communications, LLC.

**TRADEMARK APPLICATIONS OWNED BY
WILTEL COMMUNICATIONS GROUP, INC.**

Trademark	Class	Serial Number	Application Date	Jurisdiction
Connectopia	38	78/333,745	11/26/03	U.S.
Net Results. Not Excuses.	38	78/354,010	1/20/04	U.S.
Vyvx Logo	38	78/354,932	1/21/04	U.S.
vyvxInView (Canada)	38	1108467	7/3/01	Canada
WilTel Logo	38	78/333,732	11/26/03	U.S.
*Serious Bandwidth	9,35,38,42	76/459,636	10/21/02	U.S.

* To be abandoned.