

Form PTO-1594
(rev 06/04)RECORDATION FORM COVER SHEET
TRADEMARKS ONLYU. 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):

JPMorgan Chase Bank, N.A. (f/k/a The Chase
Manhattan Bank)

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other

Citizenship New YorkExecution Date(s) October 24, 2005Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Government Interest Assignment
 Other Release of Security Interest

2. Name and Address of receiving party(ies)

Additional name(s) & address(es) attached? Yes NoName: McLeodUSA Telecommunications
Services, Inc.

Internal Address: _____

Street Address: McLeodUSA Technology Park
6400 C. Street, SWCity: Cedar RapidsState: IACountry: _____ Zip: 52406-3177 Association – Citizenship _____ General Partnership – Citizenship _____ Limited Partnership Citizenship _____ Corporation – Citizenship Iowa Other _____

Citizenship _____

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

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

A. Trademark Application No(s).

B. Trademark Registration No(s).

2647412

Additional numbers attached? Yes No

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

Matthew B. Fagin, Esq.
 SKADDEN, ARPS, SLATE, MEAGHER
 & FLOM LLP
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 New York, New York 10036
 Tel: (212) 735-3000
 Fax: (212) 735-2000
 mfagin@skadden.com

6. Total number of applications
and registrations involved:

1

7. Total fee (37 CFR 1.21(h) and 3.41) **\$40**

All fees and any deficiencies are authorized to be
 charged to Deposit Account
 (Our Ref. 695030/20)

8. Payment Information

Deposit Account No. 19-2385Authorized user Name: Michael McGuire

9. Signature.

Matthew Fagin
 Signature

January 5, 2006

Date

Matthew Fagin

Name of Person Signing

Total number of pages including
cover sheet, and documents:

4

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TRADEMARK
REEL: 003247 FRAME: 0458

CH \$40.00 192385 2647412

FROM

(TUE) 10.25'05 9:58/ST. 9:58/NO. 4863793637 P 2

**RELEASE OF SECURITY INTEREST**

This **RELEASE OF SECURITY INTEREST** ("Release") is given as of this 24th day of October, 2005 by JPMorgan Chase Bank, N.A. (f/k/a The Chase Manhattan Bank), a New York banking corporation ("JPMorgan"), located at 270 Park Avenue, New York, NY, 10017, in favor of McLeodUSA Telecommunications Services, Inc., an Iowa corporation ("McLeodUSA"), located at McLeodUSA Technology Park, 6400 C Street, SW, Cedar Rapids, IA, 52406-3177.

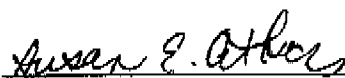
WHEREAS, pursuant to a Subsidiary Security Agreement, dated as of May 31, 2000, among each subsidiary of McLeodUSA referenced therein and JPMorgan, as collateral agent for the Secured Parties (as defined therein), which was recorded in the United States Patent and Trademark Office on June 26, 2000 at Reel 2101/Frame 0745, as amended and restated in an Amended and Restated Security Agreement, dated as of April 16, 2002, by and among McLeodUSA, each subsidiary of McLeodUSA referenced therein and JPMorgan, as collateral agent for the Secured Parties (as defined therein), which was recorded in the United States Patent and Trademark Office on April 25, 2002 at Reel 2505/Frame 0516 (the "Security Agreement"), McLeodUSA granted a security interest in or to the Guaranteed Obligations Collateral (as defined therein), including the trademark set forth on Schedule A attached hereto (the "Trademark"), to JPMorgan as collateral agent for the ratable benefit of the Secured Parties; and

WHEREAS, JPMorgan desires to terminate its security interest in all right, title or interest in or to the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, JPMorgan hereby releases its security interest in and continuing liens upon the Trademark and reassigns any and all right, title and interest that it may have in the Trademark to McLeodUSA; provided, however, that all other Guaranteed Obligations Collateral will remain subject to the lien created under the Security Agreement and will not be subject to this Release.

IN WITNESS WHEREOF, JPMorgan has caused this Release to be duly executed by its officer thereunto duly authorized as of the date above first written.

JPMORGAN CHASE, N.A.

By: 
Name: Susan E. Atkins
Title: Managing Director

FROM

(TUE) 10. 25' 05 9:59/ST. 9:58/NO. 4863793637 P 3

STATE OF New York)
) SS.
COUNTY OF New York)

I, a notary public, in and for the county and state aforesaid, do hereby certify that Susan E. Atkins, personally known to me to be the Managing Director of JPMorgan Chase Bank, a New York banking corporation, appeared before me this day in person and acknowledged that she signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said national banking association pursuant to authority granted to him/her by the governing body of said national banking corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 25 day of October, 2005.

Arlene N. Gibbs
Notary Public

ARLENE N. GIBBS
Notary Public, State of New York
No. 01G16025531
Qualified in Nassau County
Commission Expires June 1, 20 07

My commission expires:

FROM

(TUE) 10. 25' 05 9:59/ST. 9:58/NO. 4863793637 P 4

SCHEDULE A

TRADEMARK

TRADEMARK	REG. NO. (APP. NO.)	DATE OF REG. (FILING DATE)
KNOWLEDGEPORTAL	2,647,412 (75,717,573)	11/05/2002 (06/07/1999)