

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement (Second Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Integra Telecom Holdings, Inc.		07/31/2006	CORPORATION: OREGON

RECEIVING PARTY DATA

Name:	Goldman Sachs Specialty Lending Group, L.P.
Street Address:	600 E. Las Colinas Boulevard, Suite 400
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	78743028	THE BETTER CHOICE FOR BUSINESS
Serial Number:	78743029	THE BETTER CHOICE FOR BUSINESS
Serial Number:	78743030	THE BETTER CHOICE FOR BUSINESS
Serial Number:	78743032	THE BETTER CHOICE FOR BUSINESS
Serial Number:	78743024	NEXUS
Serial Number:	78743019	NOVUS
Registration Number:	2694680	INTEGRA TELECOM
Registration Number:	2488110	INTEGRA TELECOM

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 7145401235
 Email: ipdocket@lw.com
 Correspondent Name: Latham & Watkins LLP
 Address Line 1: 650 Town Center Drive, Suite 2000

OP \$215.00 78743028

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 022411-0293 INTEGRA 2ND

NAME OF SUBMITTER: Patricia A. Conner

Signature: /Patricia A. Conner/

Date: 08/14/2006

Total Attachments: 5
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**TRADEMARK SECURITY AGREEMENT
(Integra – Second Lien)**

This TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of July 31, 2006, is entered into by INTEGRA TELECOM HOLDINGS, INC., an Oregon corporation (the "*Grantor*") and GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Collateral Agent for the Secured Parties (as defined in the Security Agreement below) (the "*Secured Party*").

Capitalized terms not otherwise defined herein have the meanings set forth in the Second Lien Pledge and Security Agreement dated as of July 31, 2006, among the Grantor, the Secured Party and others (the "*Security Agreement*").

WHEREAS, pursuant to the Security Agreement, Grantor is granting a security interest to the Secured Party in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A ("*Secured Trademarks*").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Secured Party hereby agree as follows:

(i) Grant of Security Interest

(a) Grantor hereby grants to the Secured Party, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

(ii) Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Secured Party may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

(iii) Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF.

(iv) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Secured Party and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Secured Party given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

(v) Intercreditor Agreement

This Agreement, in its entirety, is subject to the terms and conditions of the Intercreditor Agreement (the "*Intercreditor Agreement*"), dated as of even date herewith, by and among Grantor and the agents party thereto. In the event of any conflict between this Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.

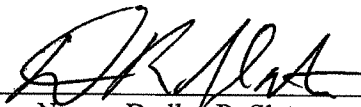
(vi) Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on 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 instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

INTEGRA TELECOM HOLDINGS, INC.

By: 
Name: Dudley R. Slater
Title: Chief Executive Officer

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.,
as the Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

INTEGRA TELECOM HOLDINGS, INC.

By: _____
Name: Dudley R. Slater
Title: Chief Executive Officer

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.,
as the Collateral Agent

By: Todd Foust
Name: Todd B. Foust
Title: VP Vice President

SCHEDULE A

TRADEMARK SECURITY AGREEMENT

I. U.S. REGISTERED TRADEMARKS

Trademark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)
INTEGRA TELECOM AND DESIGN	U.S.	2,694,680	March 11, 2003
INTEGRA TELECOM	U.S.	2,488,110	September 11, 2001

II. U.S. TRADEMARK APPLICATIONS

Trademark	Country	App. No.	App. Date
THE BETTER CHOICE FOR BUSINESS	U.S.	78743028	October 28, 2005
THE BETTER CHOICE FOR BUSINESS	U.S.	78743029	October 28, 2005
THE BETTER CHOICE FOR BUSINESS	U.S.	78743030	October 28, 2005
THE BETTER CHOICE FOR BUSINESS	U.S.	78743032	October 28, 2005
NEXUS	U.S.	78743024	October 28, 2005
NOVUS	U.S.	78743019	October 28, 2005
WEBMESSAGE	U.S.	78788833	January 10, 2006
WEBGUARD	U.S.	78788831	January 10, 2006

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