

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest at Reel/Frame No. 3416/0457		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Goldman Sachs Credit Partners L.P.		04/19/2007	LIMITED PARTNERSHIP: BERMUDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	US Xchange, L.L.C.		
<b>Street Address:</b>	20 Monroe Avenue, N.W.		
<b>Internal Address:</b>	Suite 450		
<b>City:</b>	Grand Rapids		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	49503		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MICHIGAN		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2313861	USXCHANGE	
Registration Number:	2347910	XCEPTIONAL LOCAL PHONE SERVICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive		
<b>Address Line 2:</b>	Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	022411-0609		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		

OP \$65.00 2313861

Signature:	/Rhonda DeLeon/
Date:	05/02/2007
<b>Total Attachments: 8</b> source=2L IP Release#page1.tif source=2L IP Release#page2.tif source=2L IP Release#page3.tif source=2L IP Release#page4.tif source=2L IP Release#page5.tif source=2L IP Release#page6.tif source=2L IP Release#page7.tif source=2L IP Release#page8.tif	

RELEASE OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY COLLATERAL

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (this "Release") is made as of April 19, 2007, by GOLDMAN SACHS CREDIT PARTNERS L.P. ("GSCP") as Collateral Agent for the Secured Parties in favor of ONE COMMUNICATIONS CORP. ("Company"), a Delaware corporation, and certain of its subsidiaries (together with Company, the "Grantors"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Pledge and Security Agreement (as defined below).

WITNESSETH:

WHEREAS, reference is made to that certain (i) Second Lien Credit and Guaranty Agreement dated as of June 30, 2006, among Company, the other Grantors and GSCP, as administrative agent and collateral agent (the "Credit Agreement"), (ii) Second Lien Pledge and Security Agreement dated as of June 30, 2006 (the "Pledge and Security Agreement"), between the Grantors and Collateral Agent, and (iii) Second Lien Intellectual Property Security Agreement dated as June 30, 2006 (the "Intellectual Property Security Agreement"), between the Grantors and Collateral Agent, pursuant to which the Grantors have granted a security interest to the Collateral Agent in, among other things, certain Intellectual Property as security for the Obligations (as defined in the Credit Agreement), including the Intellectual Property set forth on Schedule 1 hereto; and

WHEREAS, the Intellectual Property Security Agreement was recorded in the United States Patent and Trademark Office on October 26, 2006 and the United States Copyright Office on October 27, 2006; and

WHEREAS, Grantors have requested that Collateral Agent release their security interest in the "Intellectual Property Collateral" (as such term is defined herein below) and reassign the same to Grantors;

NOW THEREFORE, for good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged:

SECTION 1. Collateral Agent hereby releases and forever discharges its security interest in and lien on all of Grantors' right, title, and interest in and to all intellectual property assets of the Grantors including, without limitation, the following assets (all of which being hereinafter referred to as the "Intellectual Property Collateral"):

(a) (i) all United States and foreign trademarks, trade names, trade styles, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications to register any of the foregoing including, but not limited to: (i) the registrations and applications referred to in Schedule 1 hereto (as such schedule may be amended or supplemented from time to time), (ii) all rights to, and to obtain, any extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any and all

past, present and future infringements, dilutions, and other violations of any of the foregoing or for any injury to goodwill, (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (vi) all other rights of any kind whatsoever corresponding thereto throughout the world (collectively, the “Trademarks”);

(b) (i) all United States, foreign, and multinational patents, certificates of invention, and patentable inventions (whether or not reduced to practice) or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application referred to in Schedule 1 hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all inventions and improvements described therein, (iv) all rights to sue or otherwise recover for any past, present and future infringements or other violations thereof, (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (vi) all other rights of any kind whatsoever corresponding thereto throughout the world (collectively, the “Patents”);

(c) (i) all copyrights arising under the laws of the United States, any other country, or union of countries, or any political subdivision of any of the foregoing, whether registered or unregistered and whether or not the underlying works of authorship have been published, including, but not limited to, copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), all protectable designs, and all works of authorship and other intellectual property rights embodied therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right to make and exploit derivative works based on or adopted from works covered by such copyrights, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in Schedule 1 hereto (as such schedule may be amended or supplemented from time to time), (ii) the right to, and to obtain, all extensions and renewals thereof, (iii) all rights to sue, or otherwise recover, for any past, present, and future infringements and other violations thereof, (iv) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (v) all other rights of any kind whatsoever corresponding thereto throughout the world (“Copyrights”);

(d) (i) all trade secrets and all other confidential or proprietary information and know-how, whether or not such trade secret has been reduced to a writing or other tangible form, including, without limitation, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements, misappropriations, and other violations thereof, (ii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, (iii) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, and (iv) all documents and things embodying, incorporating, or referring in any way to such trade secret (collectively, the “Trade Secrets”); and

(e) (i) all licenses or written agreements providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future

infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (v) any and all proceeds of the foregoing.

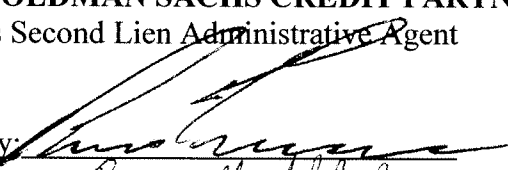
SECTION 2. FURTHER ASSURANCES. The Collateral Agent agrees to provide Grantors with any information and additional authorization, and will execute any documents necessary to effect, record, and perfect the release of the Collateral Agent's security interest in the Intellectual Property Collateral.

SECTION 3. Governing Law. This Release 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.

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IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed by its authorized officer as of the day and year above written.

**GOLDMAN SACHS CREDIT PARTNERS L.P.,**  
as Second Lien Administrative Agent



By:   
Name: *Bruce Mendelsohn*  
Title: *Managing Directors*

## TRADEMARKS

<u>Grantor</u>	<u>Trademarks</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
CTC Communications Corp.	Intellinet	4/12/99	Registered 6/19/01	2462460
CTC Communications Corp.	Intelliview	11/19/98	Registered 7/31/01	2472699
CTC Communication Corp.	PowerPath	11/19/98	Registered 3/26/02	2553104
CTC Communications Corp.	PowerPath Network	11/8/01	Registered 3/04/03	2692450
CTC Communications Corp.	Sales in Motion	2/14/06	Pending Use based	78814401 (App. No.)
CTC Communications Corp.	SiM	2/14/06	Pending Use based	78814372 (App. No.)
CTC Communications Group, Inc.	Business Basic	7/21/05	Pending Use based	78675123 (App. No.)
CTC Communications Group, Inc.	Business Plus	7/21/05	Pending Use based	78675129 (App. No.)
CTC Communications Group, Inc.	CTC Complete	3/25/05	Pending Intent to use	78595521 (App. No.)
CTC Communications Group, Inc.	CTC Customizer	3/25/05	Pending Intent to use	78595523 (App. No.)
CTC Communications Group, Inc.	CTC Direct	6/24/05	Pending Use based	78657559 (App. No.)
CTC Communications Group, Inc.	CTC Optimizer	3/25/05	Pending Intent to use	78595520 (App. No.)
REON Broadband Corp.	BLEC	4/12/99	Registered 3/13/01	2435814
REON Broadband Corp.	REON	6/16/00	Registered 6//26/01	2463949
REON Broadband Corp.	REON BROADBAND	6/16/00	Registered 7/24/01	2471535

<u>Grantor</u>	<u>Trademarks</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
CTC Communications Group, Inc. 	Design Only	2/26/04	Registered 5/03/05	2946085
CTC Communications Group, Inc.	Market in Motion	12/21/05	Pending Use based	78778218 (App. No.)
CTC Communications Group, Inc.	MiM	12/21/05	Pending Use based	78778178 (App. No.)
CTC Communications Group, Inc.	The Service You Want. The Technology You Need.	2/26/04	Registered 3/15/05	2933157
Lightship <del>Lightship</del> LLC	LIGHTSHIP	3/29/99	Registered 6/19/01	2460848
Lightship Telecom, LLC	Lightship Telecom	4/29/98	Registered 9/19/00	2388302
Connecticut Telephone & Communication Systems, Inc.	Connecticut Telephone	02/09/96	Granted on 4/11/96 – not renewed	9872 (CT Registration Only)
Following closing, One Communications will be filing a new trademark application to protect its new name, logo and tag line.				
Choice One Communications Inc.	CHOICE ONE	9/15/98	Registered 10/23/01	2500684
Choice On  ics Inc.	CHOICE ONE.COMMUNICATIO NS	1/20/00	Registered 5/29/01	2454977
Choice One Communications Inc.	CHOICEACCESS	3/15/99	Registered 3/28/00	2335475
Choice One Communications Inc.	CHOICEGUARD	1/20/00	Registered 8/5/03	2745598



<u>Grantor</u>	<u>Trademarks</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
Choice One Communications Inc.	CHOICEINVOICE	2/22/00	Registered 12/11/01	2518576
Choice One Communications Inc.	CHOICEMESSAGE	1/20/00	Registered 8/6/02	2605379
Choice One Communications Inc.	CHOICENETPATH	6/21/00	Registered 7/24/01	2471554
Choice One Communications Inc.	CHOICEONEDATALINK	1/20/00	Registered 8/6/02	2605378
Choice One Communications Inc.	CHOICEONEONLINE (Class 38)	10/26/00	Registered 4/30/02	2565150
Choice One Communications Inc.	CHOICEONEONLINE (Class 42)	2/2/00	Registered 6/24/03	2729597
Choice One Communications Inc. 	CHOICEONE. ONLINE	10/26/00	Registered 1/29/02	2533926
Choice One Communications Inc.	CHOICEONEPLUS	3/15/99	Registered 6/19/01	2460829
Choice One Communications Inc.	CHOICEPATH	3/15/99	Registered 3/28/00	2335482
Choice One Communications Inc.	CHOICESELECT	3/15/99	Registered 2/22/00	2321688
Choice One Communications Inc.	CHOICEEXCHANGE	3/15/99	Registered 2/22/00	2321687
Choice One Communications Inc.	INFINITECHOICE	5/3/00	Registered 4/2/02	2557157
US Xchange, L.L.C. 	USXCHANGE	11/2/98	Registered 2/1/00	2313861
US Xchange, L.L.C.	XCEPTIONAL LOCAL PHONE SERVICE	7/19/99	Registered 5/2/00	2347910

PATENTS

None.

COPYRIGHTS

<u>Grantor</u>	<u>Copyrights</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
CTC Communications Corp.	IntelliVIEW – software application	3/15/99 (Reg. Date)	Registered	TXu-809-178
CTC Communications Corp.	NIMBUS – network integration manager	3/15/99 (Reg. Date)	Registered	TXu-809-177
REON Broadband Corp.	REON Broadband.	2/21/01 (reg. date)	Registered	TX-5-348-539

INTELLECTUAL PROPERTY LICENSES

None.