

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|--------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | RELEASE BY SECURED PARTY |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|---------------------------------|
| Wells Fargo Bank, National Association | | 10/29/2007 | INC. ASSOCIATION: UNITED STATES |

RECEIVING PARTY DATA

| | |
|--------------------------|-----------------------------|
| Name: | Birch Telecom Finance, Inc. |
| Street Address: | 2300 Main Street |
| Internal Address: | Suite 600 |
| City: | Kansas City |
| State/Country: | MISSISSIPPI |
| Postal Code: | 64108 |
| Entity Type: | CORPORATION: DELAWARE |

| | |
|--------------------------|-----------------------|
| Name: | Birch Telecom, Inc. |
| Street Address: | 2300 Main Street |
| Internal Address: | Suite 600 |
| City: | Kansas City |
| State/Country: | MISSOURI |
| Postal Code: | 64108 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 17

| Property Type | Number | Word Mark |
|----------------------|---------|----------------------------|
| Registration Number: | 2467503 | BIRCH |
| Registration Number: | 2186707 | BIRCH TELECOM |
| Registration Number: | 2325801 | BIRCH TELECOM |
| Registration Number: | 2962432 | BIRCHLINK |
| Registration Number: | 1696494 | CAPITAL GBS COMMUNICATIONS |
| Registration Number: | 2908160 | HOME CONNECTION |

OP \$440.00 2467503

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|----------------------|---------|--------------------------------|
| Registration Number: | 2577238 | I IONEX |
| Registration Number: | 2542377 | I IONEX |
| Registration Number: | 2509015 | IONEX |
| Registration Number: | 2514288 | IONEX TELECOMMUNICATIONS, INC. |
| Registration Number: | 2503776 | MIGHTY MOUTH |
| Registration Number: | 2616143 | SERVICE. SAVINGS. SIMPLICITY. |
| Registration Number: | 2779990 | SP@CE GENIE |
| Registration Number: | 2691468 | SP@CE HOST |
| Registration Number: | 3016517 | SPRAWLNET |
| Registration Number: | 3047178 | THE SPRAWLER |
| Registration Number: | 2558118 | YOUR BUSINESS' BEST FRIEND |

CORRESPONDENCE DATA

Fax Number: (816)474-3216
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (816) 474-8100
Email: sfbbacktion@spencerfane.com
Correspondent Name: Kyle L. Elliott
Address Line 1: 1000 Walnut Street
Address Line 2: Suite 1400
Address Line 4: Kansas City, MISSOURI 64106

| | |
|-------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 1273100-136 |
| NAME OF SUBMITTER: | Kyle L. Elliott |
| Signature: | /kle/ |
| Date: | 10/30/2007 |

Total Attachments: 6

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks is given as of this 29th day of October, 2007, by **Wells Fargo Bank, National Association**, a national banking associating, located at Sixth and Marquette, MAC N9303-120, Minneapolis, Minnesota 55479, in its capacity as the successor Administrative Agent for the Lenders (as defined in the Collateral Agreement referred to below) (the "Assignor"), in favor of **Birch Telecom Finance, Inc.**, as Delaware corporation located at 2300 Main Street, Suite 600, Kansas City, Missouri 64108, **Birch Telecom, Inc.**, a Delaware corporation located at 2300 Main Street, Suite 600, Kansas City, Missouri 64108, and the other Grantors named on Exhibit A attached hereto (collectively, "Assignee"). Capitalized terms used in this Release of Security Interests in Trademarks, but not defined herein, shall have the respective meanings ascribed to them in the Collateral Agreement referred to below.

WHEREAS, Bank of America, N.A., in its capacity as Administrative Agent for the Lenders ("BoA"), and Assignee were parties to a Credit Agreement ("Credit Agreement"), a Guarantee and Collateral Agreement ("Collateral Agreement"), and a Trademark Security Agreement ("Trademark Security Agreement"), each dated as of April 13, 2006;

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on April 17, 2006, at Reel 3291/Frame 0016;

WHEREAS, Assignor replaced BoA as Administrative Agent for the Lenders and, accordingly, the Trademark Security Agreement was assigned to Assignor and recorded with the U.S. Patent and Trademark Office on October 26, 2006, at Reel 3416/Frame 0546;

WHEREAS, pursuant to the Collateral Agreement and the Trademark Security Agreement, Assignee granted, assigned, conveyed, mortgaged, pledged, hypothecated and transferred to Assignor, for itself and for the ratable benefit of the Lenders, a security interest in, to, and under the following property, whether then owned by or owing to, or thereafter acquired by or assigned in favor of Grantor (including under any trade names, styles or derivations thereof) and whether consigned by or to, or leased form or to, such Grantor, and regardless of where located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations (the "Trademark Collateral"):

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any States thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule 1 attached hereto, and (ii) the right to obtain all renewals thereof (collectively referred to as the "Trademarks"); and

(ii) any agreement, whether written or oral, providing for grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 2 (collectively referred to as the "Licenses").

WHEREAS, Assignor desires to release its security interest in, to, and under the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby releases its security interest in, to, and under the Trademark Collateral, and reassigns any and all interest that it may have therein to Assignee.

This Release of Security Interest in Trademarks shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT A TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

Other Grantors

AMERICAN LOCAL TELECOMM COMMUNICATIONS LLC
BIRCH EQUIPMENT, INC.
BIRCH INTERNET SERVICES, INC.
BIRCH TELECOM OF ARKANSAS, INC.
BIRCH TELECOM OF KANSAS, INC.
BIRCH TELECOM OF NEBRASKA, INC.
BIRCH TELECOM OF OKLAHOMA, INC.
BIRCH TELECOM OF TEXAS LTD, LLP
BIRCH TEXAS HOLDINGS, INC.
CAPITAL COMMUNICATIONS CORPORATION
DUNN & ASSOCIATES, INC.
G.B.S. COMMUNICATIONS, INC.
I.S. ADVERTISING, INC.
M.B.S. LEASING, INC.
TELESOURCE COMMUNICATIONS, INC.
BIRCH TELECOM OF MISSOURI, INC.
BIRCH KANSAS HOLDINGS, INC.
BIRCH MANAGEMENT CORPORATION
BIRCH TELECOM OF THE GREAT LAKES, INC.
BIRCH TELECOM OF THE SOUTH, INC.
BIRCH TELECOM OF THE WEST, INC.
BIRCH TELECOM 1996, INC.
IONEX COMMUNICATIONS, INC.
IONEX COMMUNICATIONS NORTH, INC.
IONEX COMMUNICATIONS SOUTH, INC.
IONEX TELECOMMUNICATIONS LEASING, INC.
TELECOM RESOURCES, INC.

Schedule 1

to

Release of Security Interest in Trademarks

| <u>Mark</u> | <u>Registration No. (Serial No.)</u> | <u>Registration Date (Application Date)</u> | <u>Owner</u> |
|--|--|---|--|
| BIRCH | 2,467,503 | 7/10/2001 | BIRCH TELECOM, INC. |
| BIRCH TELECOM | 2,186,707 | 9/1/1998 | BIRCH TELECOM, INC. |
| BIRCH TELECOM (and free leaf design) | 2,325,801 | 3/7/2000 | BIRCH TELECOM, INC. |
| BIRCHLINK | 2,962,432 | 6/14/2005 | BIRCH TELECOM, INC. |
| CAPITAL GBS COMMUNICATIONS (and design) | 1,696,494 | 6/23/1992 | CAPITAL COMMUNICATIONS CORPORATION |
| HOME CONNECTION | 2,908,160 | 12/7/2004 | BIRCH TELECOM, INC. |
| I IONEX (and design) | 2,577,238 | 6/11/2002 | BIRCH TELECOM, INC. |
| I IONEX (and design) | 2,542,377 | 2/26/2002 | BIRCH TELECOM, INC. |
| IONEX | 2,509,015 | 11/20/2001 | BIRCH TELECOM, INC. |
| IONEX TELECOMMUNICATIONS, INC. | 2,514,288 | 12/14/2001 | BIRCH TELECOM, INC. |
| MIGHTY MOUTH | 2,503,776 | 11/6/2001 | BIRCH TELECOM, INC. |
| SERVICES.SAVINGS.SIMPLICITY | 2,616,143 | 8/12/1998 | BIRCH TELECOM, INC. |
| SP@CE GENIE | 2,779,990 | 11/4/2003 | BIRCH TELECOM, INC. |
| SP@CE HOST | 2,691,468 | 2/25/2003 | BIRCH TELECOM, INC. |
| SPRAWLNET | 3,016,517 | 11/22/2005 | BIRCH TELECOM, INC. |
| THE SPRAWLER | 3,047,178 | 1/24/2006 | BIRCH TELECOM, INC. |
| YOUR BUSINESS BEST FRIEND | 2,558,118 | 4/9/2002 | BIRCH TELECOM, INC. |

Schedule 2

to

Release of Security Interest in Trademarks

NONE