

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
McLeodUSA Incorporated		02/08/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Deutsche Bank Trust Company Americas, as Collateral Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Banking Corporation: NEW YORK

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2997597	MCLEODUSA
Registration Number:	2997596	MCLEODUSA
Registration Number:	2849099	CALLEGE
Registration Number:	2183393	MCLEOD USA
Registration Number:	2183392	MCLEOD USA
Registration Number:	2149799	MCLEODUSA
Registration Number:	2149798	MCLEODUSA
Registration Number:	2151922	MCLEOD USA
Registration Number:	2097023	MCLEOD
Registration Number:	1933705	PRIMELINE

CORRESPONDENCE DATA	
Fax Number:	(703)610-6200
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	703-610-6100

Email: boxip@hhlaw.com
Correspondent Name: Valerie Brennan - Hogan & Hartson L.L.P.
Address Line 1: 8300 Greensboro Drive, Suite 1100
Address Line 2: Box Intellectual Property
Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	80008.13
NAME OF SUBMITTER:	Valerie Brennan
Signature:	/vb/
Date:	02/08/2008

Total Attachments: 4

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, McLeodUSA Incorporated, a Delaware corporation (the "Grantor") with principal offices at One PaeTec Plaza, 600 Willowbrook Office Park, Fairport, New York 14450, hereby grants to Deutsche Bank Trust Company Americas, as Collateral Agent, with principal offices at 60 Wall Street, New York, NY 10005 (the "Grantee"), a security interest in (i) all of the Grantor's rights, title and interest in and to the United States trademarks and all trademark applications (the "Trademarks") set forth on Schedule A attached hereto, in each case together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Trademarks, (iii) the goodwill of the businesses with which the Trademarks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of February 28, 2007 (as the same has been or may be amended, modified, restated, and/or supplemented from time to time, the "Security Agreement").

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement and is not intended to increase the rights of the Grantee pursuant to the Security Agreement or the obligations of the Grantee beyond the rights and obligations contained in the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any

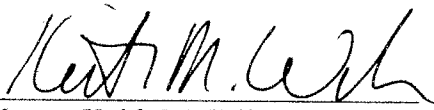
provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble, have the meanings provided or provided by reference in the Security Agreement.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
8^m day of February, 2008.

MCLEODUSA INCORPORATED, Grantor

By: 

Name: Keith M. Wilson

Title: Vice President and Treasurer

SCHEDULE A

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
MCLEODUSA	2997597	9-20-2005
MCLEODUSA	2997596	9-20-2005
CALLEDGE	2849099	6-1-2004
MCLEODUSA	2183393	8-25-1998
MCLEODUSA	2183392	8-25-1998
MCLEODUSA	2149799	4-07-1998
MCLEODUSA	2149798	4-07-1998
MCLEODUSA	2151922	4-21-1998
MCLEOD	2097023	9-16-1997
PRIMELINE	1933705	11-07-1995