

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Grant of Security Interest	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Integra Telecom Holdings, Inc.		10/20/2009	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	as Collateral Agent: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3590367	INTEGRA TELECOM	
Registration Number:	3686558	INTEGRACARE	
Registration Number:	3264376	NOVUS	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2128198368		
Email:	fcutajar@whitecase.com		
Correspondent Name:	White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 2:	Patents & Trademarks		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1111779-1759		
NAME OF SUBMITTER:	Frances B. Cutajar		

OP \$90.00 3590367

900145844

**TRADEMARK
 REEL: 004082 FRAME: 0300**

Signature:	/Frances B. Cutajar/
Date:	10/21/2009
Total Attachments: 7 source=IntegraTelecomDBTCATMGrantOfSecurityInterest#page1.tif source=IntegraTelecomDBTCATMGrantOfSecurityInterest#page2.tif source=IntegraTelecomDBTCATMGrantOfSecurityInterest#page3.tif source=IntegraTelecomDBTCATMGrantOfSecurityInterest#page4.tif source=IntegraTelecomDBTCATMGrantOfSecurityInterest#page5.tif source=IntegraTelecomDBTCATMGrantOfSecurityInterest#page6.tif source=IntegraTelecomDBTCATMGrantOfSecurityInterest#page7.tif	

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, INTEGRA TELECOM HOLDINGS, INC. (the "Grantor"), with principal offices at 1201 NE Lloyd Boulevard, Suite 500, Portland, OR 97232, hereby grants to DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent, with principal offices at 60 Wall Street, New York, New York 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 First-Lien Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of August 31, 2007 (as the same may be further amended, modified, restated, and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Trademarks acquired under this Grant.

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.

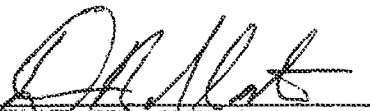
Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble, have the meanings provided or provided by reference in the Security Agreement.

This Grant may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.


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

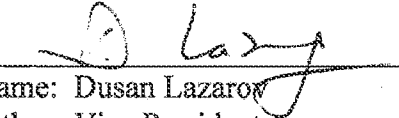
IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 26th day of October, 2009.

INTEGRA TELECOM HOLDINGS, INC.,
as Grantor

By 
Name: Dudley Slater
Title: Chief Executive Officer

DEUTSCHE BANK TRUST COMPANY
AMERICAS,
as Collateral Agent and Grantee

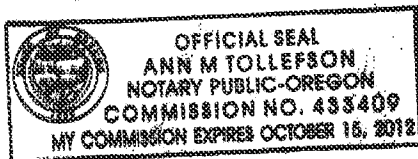
By 
Name: Anca Trifan
Title: Director

By 
Name: Dusan Lazarov
Title: Vice President

STATE OF Oregon)
) ss:
COUNTY OF Multnomah)

On this 20th day of October, 2009, before me personally came _____
Dudley Slater who, being by me duly sworn, did state as follows: that [s]he is
Chief Executive Officer of [Integra Telecom], that [s]he is authorized to execute the
Holdings, Inc.
foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of
Directors of said corporation.

Ann M Tollefson
Notary Public



STATE OF New York)
 New York) ss:
COUNTY OF _____)

On this 20 day of October, 2009, before me personally came Anca Trihan and Dusan Lazarov who, being by me duly sworn, did state as follows: that [s]he is Director and Vice President of Deutsche Bank, that [s]he is authorized to execute the foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Peter W. Hall
Notary Public

Peter W. Hall
Notary Public, State of New York
No. 01HE030586 Qualified in Suffolk County
Certificate Filed in New York County
Commission Expires Sept. 13, 2013

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
INTEGRA TELECOM	3,590,367	3/17/09
INTEGRACARE	3,686,558	9/22/09
NOVUS	3,264,376	7/17/07