## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JP Morgan Chase Bank, N.A.		12/03/2001	Bank:

## **RECEIVING PARTY DATA**

Name:	RuffaloCODY, LLC	
Street Address:	65 Kirkwood North Road	
City:	Cedar Rapids	
State/Country:	IOWA	
Postal Code:	52404	
Entity Type:	LIMITED LIABILITY COMPANY: IOWA	

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1992581	CAMPUSCALL
Registration Number:	1838820	CAMPUSCALL

## **CORRESPONDENCE DATA**

**Fax Number**: 2123108007

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 212-735-4559

Email: vindra.richter@weil.com

Correspondent Name: Vindra Richter c/o Weil et al

Address Line 1: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	71457.0003/R.VIGNEAUX/VR
NAME OF SUBMITTER:	Vindra Richter
Signature:	/vindra richter/
	TRADEMARK

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Date:	05/20/2013
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## DECLARATION CONFIRMING RELEASE OF SECURITY INTEREST

## May 20, 2013

- I. Albert P. Ruffalo, declare as follows:
- 1. I am Executive Chairman of RuffaloCODY, LLC.
- 2. McLeodUSA Incorporated ("McLeod") and its subsidiaries granted a security interest in the trademarks listed in Exhibit A, attached hereto (the "Trademarks"), to JP Morgan Chase Bank, N.A. ("JP Morgan") pursuant to a Subsidiary Security Agreement, dated as of May 31, 2000 and recorded at Reel 2101 Frame 0777 (the "Credit Agreement"), and pursuant to the related Amended and Restated Security Agreement, dated as of April 16, 2002, recorded at Reel 2490 Frame 0500 (the "Amended and Restated Credit Agreement").
- 3. RuffaloCODY, LLC (originally known as RCNEWCO), entered into an Asset Purchase Agreement with Ruffalo, Cody & Associates, Inc. (a subsidiary of McLeod) (the "<u>Transaction</u>") pursuant to which property and assets, including the Trademarks, were transferred from McLeod to RCNEWCO, resulting in eventual ownership of the Trademarks by RuffaloCODY, LLC.
- 4. As a result of the Transaction, the security interests granted by McLeod to JP Morgan in the Trademarks have been released.
- 5. JP Morgan confirmed such release via a December 3, 2001 letter (the "<u>McLeodUSA Letter</u>"), attached hereto as Exhibit B, stating that upon such property and asset transfer, "any lien or security interest of the [l]enders under the Credit Agreement or related security documents would automatically cease to apply to such assets, without necessity of any further approval, consent or other action by the [l]enders."
- 6. The information contained in this Declaration of Release of Security Interest and the Recordation Cover Sheet submitted herewith is true and correct.

[The remainder of this page is intentionally left blank.]

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This Declaration Confirming Release of Security Interest has been duly executed as of the first date written above.

Name: Albert P. Raffalo Title: Exec. Chairman

[Declaration Confirming Release of Security Interest]

**TRADEMARK** REEL: 005031 FRAME: 0221

# **EXHIBIT A**

# $\underline{Trademarks}$

CAMPUSCALL Registration #1992581

CAMPUSCALL Registration #1838820

## McLeodUSA Letter



John Kowałczuk Vice President

December 3, 2001

RCNEWCO, Inc.

#### McLeodUSA

Dear Sirs:

IPMorgan Chase Bank ("IPMorgan") acts as Administrative Agent and Collateral Agent (collectively, the "Agent") under the Credit Agreement dated as of May 31, 2000, as amended (the "Credit Agreement") among McLeodUSA Incorporated ("McLeod"), various lenders (the "Lenders") and IPMorgan, as Agent. We understand that RCNEWCO, Inc. ("RCNEWCO") proposes to enter into an Asset Purchase Agreement with Ruffalo, Cody & Associates, Inc., a subsidiary of McLeod, pursuant to which RCNEWCO will purchase substantially all of the property and assets owned by such subsidiary and exclusively in the business of such subsidiary. You have inquired as to the applicability of the Credit Agreement to such a transaction.

Although JPMorgan is not empowered, in its capacity as Agent, to interpret or waive provisions of the Credit Agreement on behalf of other Lenders and does not purport to do so in this letter, we did take the primary role in negotiating the Credit Agreement with McLeod and can advise you as to our own understanding of the intended operation of its provisions.

Subject to the foregoing, we draw your attention to Section 6.07 of the Credit Agreement, which permits McLeod and its subsidiaries, among other things, to sell, transfer or dispose of assets for fair value and for consideration consisting of at least 75% cash (or certain other forms of consideration) and subject to certain requirements with respect to the application of cash proceeds. We confirm our understanding that (i) a sale of the assets contemplated by the Asset Purchase Agreement that conforms to the foregoing requirements would be permitted by Section 6.07 and (ii) upon the transfer of the property and assets contemplated by the Asset Purchase Agreement and receipt by McLeod of the consideration therefor, any lien or security

JPMorgan Chase Bank + 270 Park Avenur, Flour 36, New York, NY 10617-2070 Telephone: 212.276 6782 + Fassimile: 212.276 9584 john, kowskissk@jpmorgan.com interest of the Lenders under the Credit Agreement or related security documents would automatically cease to apply to such assets, without the necessity of any further approval, consent or other action by the Lenders.

Sincerely yours,

JPMORGAN CHASE BANK,

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**RECORDED: 05/20/2013**