

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM417920

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of First Lien Security Interest

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		03/01/2017	Association: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	Integra Telecom Holdings, Inc.
<b>Street Address:</b>	1201 NE Lloyd Blvd., Suite 500
<b>City:</b>	Portland
<b>State/Country:</b>	OREGON
<b>Postal Code:</b>	97232
<b>Entity Type:</b>	Corporation: OREGON
<b>Name:</b>	Integra Telecom, Inc., an Oregon Corporation
<b>Street Address:</b>	18110 SE 34th St. Bldg 1, Suite 100
<b>City:</b>	Vancouver
<b>State/Country:</b>	WASHINGTON
<b>Postal Code:</b>	98683-9440
<b>Entity Type:</b>	Corporation: OREGON
<b>Name:</b>	Eschelon Telecom, Inc., a Delaware Corporation
<b>Street Address:</b>	1201 NE Lloyd Blvd, Suite 500
<b>City:</b>	Portland
<b>State/Country:</b>	OREGON
<b>Postal Code:</b>	97232
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
<b>Registration Number:</b>	2694680	INTEGRA TELECOM
<b>Registration Number:</b>	2372325	ELECTRIC LIGHTWAVE
<b>Registration Number:</b>	1716539	ELECTRIC LIGHTWAVE
<b>Registration Number:</b>	3428395	WEBGUARD
<b>Registration Number:</b>	3428396	WEBMESSAGE
<b>Registration Number:</b>	3590367	INTEGRA
<b>Registration Number:</b>	3686558	INTEGRACARE

OP \$290.00 2694680

Property Type	Number	Word Mark
Registration Number:	3264376	NOVUS
Registration Number:	2907840	ONEEIGHTY COMMUNICATIONS
Registration Number:	2640426	ESCHELON TELECOM, INC.
Registration Number:	3225364	TFIRE

**CORRESPONDENCE DATA**

Fax Number: 8009144240

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: Michael Violet

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Elaine Carrera
<b>SIGNATURE:</b>	/Elaine Carrera/
<b>DATE SIGNED:</b>	03/01/2017

**Total Attachments: 6**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Bank of America, N.A.

- Individual(s)                       Association  
 Partnership                         Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other \_\_\_\_\_

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) March 1, 2017

- Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other Release of First Lien Security Interest

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  
 No

Name: Integra Telecom Holdings, Inc.

Street Address: 1201 NE Lloyd Blvd., Suite 500

City: Portland

State: OR

Country: USA    Zip: 97232

- Individual(s)    Citizenship \_\_\_\_\_  
 Association    Citizenship \_\_\_\_\_  
 Partnership    Citizenship \_\_\_\_\_  
 Limited Partnership    Citizenship \_\_\_\_\_  
 Corporation    Citizenship USA-OR  
 Other \_\_\_\_\_    Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)                      Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY    Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

11

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

March 1, 2017  
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **6**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to Cover Page of Trademarks Form Cover Sheet

2. Name and address of receiving party(ies)

Integra Telecom, Inc., an Oregon Corporation  
18110 SE 34th St. Bldg 1, Suite 100  
Vancouver, WA 98683-9440  
Citizenship – USA – OR

Eschelon Telecom, Inc., a Delaware Corporation  
1201 NE Lloyd Blvd, Suite 500  
Portland, OR 97232  
Citizenship – USA – DE

## RELEASE OF SECURITY INTEREST IN TRADEMARKS (FIRST LIEN)

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of March 1, 2017 (the “Effective Date”), is made by BANK OF AMERICA, N.A., in its capacity as Collateral Agent (the “Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain Security Agreement, dated as of February 22, 2013, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of February 22, 2013 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

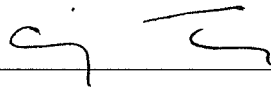
WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 26, 2013 at Reel/Frame 4970/0562;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule A attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**BANK OF AMERICA, N.A., acting in its  
capacity as Collateral Agent for the Secured  
Creditors**

By:  \_\_\_\_\_

Name: Cindy Jordan

Title: Assistant Vice President

**GRANTORS:**

Integra Telecom Holdings, Inc.

Integra Telecom, Inc.

Eschelon Telecom, Inc.

[First Lien Trademark Release]

**SCHEDULE A**

**Trademark Registrations and Trademark Applications**

**Grantor: Integra Telecom Holdings, Inc.**

<u>Title</u>	<u>Filing Date/Registration Date</u>	<u>Status [Pending/Registered]</u>	<u>Application/Registration No.</u>
INTEGRA TELECOM AND DESIGN 	03/11/2003	Registered	2,694,680
ELECTRIC LIGHTWAVE and Design	08/01/2000	Registered	2,372,325
ELECTRIC LIGHTWAVE	09/15/1992	Registered	1,716,539
WEBGUARD	5/13/2008	Registered	3,428,395
WEBMESSAGE	5/13/2008	Registered	3,428,396
INTEGRA TELECOM	3/17/2009	Registered	3,590,367
INTEGRACARE	09/22/2009	Registered	3,686,558

**Grantor: Integra Telecom, Inc.**

<u>Title</u>	<u>Filing Date/Registration Date</u>	<u>Status [Pending/Registered]</u>	<u>Application/Registration No.</u>
NOVUS	7/17/2007	Registered	3,264,376
ONEEIGHTY COMMUNICATIONS and Design	12/7/2004	Registered	2,907,840

**Grantor: Eschelon Telecom, Inc.**

<u>Title</u>	<u>Filing Date/Registration Date</u>	<u>Status</u> [Pending/Registered]	<u>Application/Registration No.</u>
ESCHELON TELECOM, INC. and Design	10/22/2002	Registered	2,640,426
TFIRE	04/3/2007	Registered	3,225,364