

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Trademark Security Agreement
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
McLeodUSA Holdings, Inc.		01/06/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, as administrative agent
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Banking Corporation:

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2836445	KEY SYSTEM PREFERRED
Registration Number:	2902483	PREFERRED ADVANTAGE
Registration Number:	2817177	PREFERRED ADVANTAGE
Registration Number:	2789973	PREMIUM PREFERRED
Registration Number:	2797680	QUALITY
Registration Number:	2806656	SIMPLE PREFERRED
Registration Number:	2826586	STARQUALITY
Registration Number:	2823220	VALUE PREFERRED
Registration Number:	2741113	ONE SIMPLE CONNECTION
Serial Number:	78187890	ONELINE PREFERRED
Serial Number:	78443200	PREFERRED ADVANTAGE

CORRESPONDENCE DATA

Fax Number: (202)728-0744

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

TRADEMARK

REEL: 003226 FRAME: 0527

900039691

CH \$290.00 2836445

Phone: 2027216405
Email: christine.wilson@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 80 State Street
Address Line 2: 6th Floor
Address Line 4: Albany, NEW YORK 12207

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	01/12/2006

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, McLeodUSA Holdings, Inc., an Delaware corporation (herein referred to as the "**Lien Grantor**") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, McLeodUSA Incorporated (the "**Borrower**"), the Loan Guarantors party thereto, the Lenders party thereto, and JPMorgan Chase Bank, N.A., as Administrative Agent, are parties to a Credit Agreement dated as of January 6, 2006 (as amended from time to time, the "**Credit Agreement**"); and

WHEREAS, pursuant to (i) a Guarantee and Security Agreement dated as of January 6, 2006 (as amended and/or supplemented from time to time, the "**Security Agreement**") among the Borrower, the Loan Guarantors party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Lien Grantor has secured its guarantee of certain obligations of the Borrower (the "**Lien Grantor's Secured Guarantee**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor, in order, to secure the its Secured Guarantee, grants to the Grantee for the benefit of the Secured Parties referred to in the Security Agreement a continuing security interest in all the following property of the Lien Grantor (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising and regardless of where located:

(i) each Trademark (as defined in the Security Agreement) owned by the Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all

of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Lien Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Lien Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

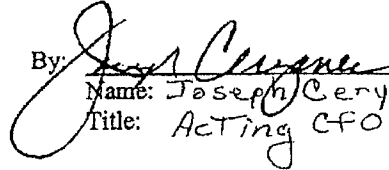
The Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Security Agreement or the Credit Agreement, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 6th day of January, 2006

McLeodUSA Holdings, Inc.

By: 
Name: Joseph Ceryanec
Title: Acting CFO

Acknowledged:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 6th day of January, 2006

McLeodUSA Holdings, Inc.

By: _____
Name:
Title:

Acknowledged:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: Susan E. Atkins
Name: Susan E. Atkins
Title: Managing Director

Schedule 1
to Trademark
Security Agreement

MCLEODUSA HOLDINGS, INC.

U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
KEY SYSTEM PREFERRED	2,836,445	4/27/2004
PREFERRED ADVANTAGE	2,902,483	11/9/2004
PREFERRED ADVANTAGE	2,817,177	2/24/2004
PREMIUM PREFERRED	2,789,973	12/2/2003
QUALITY and Design	2,797,680	12/23/2003
SIMPLE PREFERRED	2,806,656	1/20/2004
STARQUALITY	2,826,586	3/23/2004
VALUE PREFERRED	2,823,220	3/16/2004
ONE SIMPLE CONNECTION	2,741,113	7/29/2003

U.S. TRADEMARK APPLICATIONS

<u>TRADEMA RK</u>	<u>APPLICATION NO.</u>	<u>APPLICATION DATE</u>
ONELINE PREFERRED	(78-187,890)	(11/22/2002)
PREFERRED ADVANTAGE	(78-443,200)	(6/29/2004)