

01-06-1999



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

3ET

12/29/98

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
NET2000 COMMUNICATIONS SERVICES, INC., f/k/a
NET2000 GROUP, INC.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation - State of Delaware
 Other

2. Name and address of receiving party(ies):
Name: Northern Telecom, Inc
Internal Address:
Street Address: 2221 Lakeside Blvd
City: Richardson State: Texas ZIP: 75082

Additional name(s) of conveying party(ies) attached? Yes No
3. Nature of conveyance:
Assignment Merger
 Security Agreement Change of Name
Other
Execution Date: November 2, 1998

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State Delaware
 Other
If assignee is not domiciled in the United States, a domestic representative designation is attached
Yes No
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
75/315,461
75/568,392

B. Trademark registration No.(s)
1,890,207
2,195,975
2,195,976

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: P. Weston Musselman, Jr.
Jenkins & Gilchrist, P.C.
Internal Address:
Street Address: 1445 Ross Avenue, Ste. 3200
City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: 5
7. Total fee (37 CFR 3.41): \$ 140.00
 Enclosed
 Authorized to be charged to deposit account.
(If check is not received with this correspondence or additional fees are required please charge to deposit account 10-0447.)
8. Deposit Account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document

P. Weston Musselman, Jr.
Name: of Person Signing

P. Weston Musselman, Jr.
Signature

12/21/98
Date

Total number of pages comprising cover sheet: 5

TRADEMARK SECURITY AGREEMENT
(NET2000 COMMUNICATIONS SERVICES, INC.)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between NET2000 COMMUNICATIONS SERVICES, INC., a Delaware corporation, f/k/a NET2000 Group, Inc. ("Debtor"), and NORTHERN TELECOM INC., a Delaware corporation ("Secured Party"), acting in its capacity as Agent pursuant to that certain Credit Agreement dated as of November 2, 1998 (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time, the "Credit Agreement") among Debtor, Secured Party and each of the Lenders party thereto.

RECITALS:

A. Debtor and Secured Party have entered into that certain Pledge and Security Agreement, dated as of November 2, 1998 (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Pursuant to the terms of the Security Agreement, Debtor has granted to Secured Party a lien and security interest in all General Intangibles of Debtor, including, without limitation, all of Debtor's right, title, and interest in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Debtor's Trademarks, and Trademark Licenses, and all products and Proceeds thereof, to secure the payment of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Secured Party a lien and continuing security interest in all of Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired

(1) each Trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement, dilution or breach of any Trademark, Trademark Registration, Trademark Application and Trademark License, including, without limitation, any Trademark, Trademark Registration and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b)

hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration and Trademark Application.

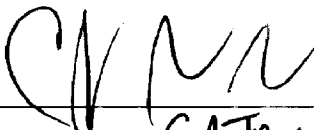
The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Security Agreement.

Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Trademark Collateral made and 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, Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 2nd day of November, 1998.

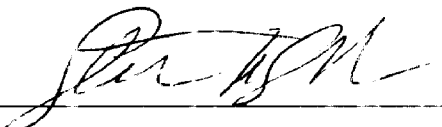
DEBTOR:

NET2000 COMMUNICATIONS SERVICES, INC.,
a Delaware corporation

By: 
Name: C. Thomas, Jr.
Title: President

SECURED PARTY:

NORTHERN TELECOM, INC.,
as Agent

By: 
Name: J. P. Smith
Title: Vice President

ACKNOWLEDGMENT

District STATE OF Columbia)
)
COUNTY OF _____)

This instrument was acknowledged before me this 2nd day of November, 1998, by C.A. Thomas, as President of Net2000 Communications Services, Inc., a Delaware corporation, on behalf of such company.

{Seal}

Deborah L. White
Notary Public in and for the State of Columbia
District

My commission expires: 10-31-02 .

District STATE OF Columbia)
)
COUNTY OF _____)

This instrument was acknowledged before me this 2nd day of November, 1998, by Steve Martin, as Vice President of Northern Telecom Inc., a Delaware corporation, on behalf of such corporation.

{Seal}

Deborah L. White
Notary Public in and for the State of Columbia
District

My commission expires: 10-31-02 .

Schedule 1
to Trademark
Security Agreement

FEDERAL TRADEMARKS

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing Date	Expiration Date	Goods
Net2000 Group, Inc.	U.S.	Net2000 Group, Inc.	1,890,207	9/30/93		
Net2000 Group, Inc.	U.S.	We Make Communications Simple... Again.	Serial No. 75-315,461	6/26/97		
Net2000 Group, Inc.	U.S.	Net2000	2,195,976	11/12/97		
Design	U.S.	Net2000	2,195,975	11/12/97		
Net2000 Group, Inc.	U.S.	Net2000 Communications	Pending	10/08/98		

STATE TRADEMARKS

Owner of Record	Trademark	State	Serial No.	Filing Date
None				

TRADEMARK LICENSES

Agreement	Parties	Date of Agreement
None		