

02-23-1999



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MRD
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

02/19/1999 JSHADAZZ 00000247 75314821

01 FC:481
02 FC:482

40.00 OP
500.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1858 FRAME: 0089

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

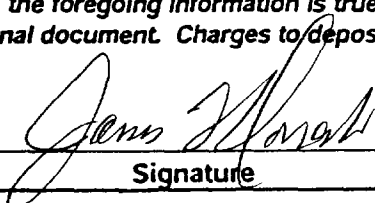
Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

James F. Donato

Name of Person Signing



Signature

2/17/99

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

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<input type="text" value="75412631"/>	<input type="text" value="75455452"/>	<input type="text" value="75500167"/>
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RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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Mark if additional numbers attached

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Trademark Application Number(s)

Registration Number(s)

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RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
12 28 1998

Name KMC Telecom Leasing I LLC

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other a Delaware limited liability company

Citizenship State of Incorporation/Organization _____

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name _____

DBA/AK/A/T/A _____

Composed of _____

Address (line 1) _____

Address (line 2) _____

Address (line 3) _____ City _____ State/Country _____ Zip Code _____

Individual General Partnership Limited Partnership

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

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Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A

Composed of

Address (line 1)

Address (line 2)

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City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

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Trademark Application Number(s)

Registration Number(s)

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of December 22, 1998, by KMC Telecom Inc., a Delaware corporation ("KMC"), KMC Telecom II, Inc., a Delaware corporation ("KMC II"), KMC Telecom of Virginia, Inc., a Virginia public service company ("KMC Virginia"), KMC Telecom Leasing I LLC, a Delaware limited liability company ("Leasing I"), KMC Telecom Leasing II LLC, a Delaware limited liability company ("Leasing II"; KMC, KMC II, KMC Virginia, Leasing I and Leasing II, and along with any new Subsidiaries (the "New Subsidiaries") which become parties to this Agreement by executing an Addendum hereto in the form attached as Annex I, each a "Grantor" and collectively, the "Grantors"), in favor of AT&T Commercial Finance Corporation, a Delaware corporation, as "Collateral Agent" on behalf of the "Lenders" under the "Loan Agreement" defined below (the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantors and the Collateral Agent have entered into that certain Loan and Security Agreement dated as of December 22, 1998 among the Grantors, as the "Borrowers" thereunder, the financial institutions signatory thereto from time to time as "Lenders", First Union National Bank, as the "Agent" and the Collateral Agent (the Loan and Security Agreement and any and all renewals, extensions for any period, increases or rearrangements thereof is referred to as the "Loan Agreement"), and pursuant to which the Lenders may extend certain loans and other financial accommodations to the Borrowers, the terms and provisions of which are incorporated herein by reference;

WHEREAS, the Collateral Agent has required each Grantor to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the "Obligations" (as defined in the Loan Agreement) and (ii) as a condition precedent to any extension of credit to the Grantors under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement shall have the meaning specified for such term in the Loan Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular

provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, each Grantor hereby grants to the Collateral Agent for the benefit of the Lenders, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests to the extent permitted by applicable law and the provisions of this Agreement, all of such Grantor's now owned or existing and hereafter acquired or arising:

(i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of such Grantor's business symbolized by the foregoing and connected therewith, and (e) all of such Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 4(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether such Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all inventory now or hereafter owned by such Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to

collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 4, the Licenses shall not include any license agreement in effect as of the date hereof which by its terms prohibits the grant of the security contemplated by this Agreement; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this Section 4 shall be deemed to apply thereto automatically.

5. Restrictions on Future Agreements. No Grantor shall, without the Collateral Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with the terms and conditions of this Agreement or the Loan Agreement, and each Grantor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to the Collateral Agent under this Agreement or the rights associated with the Trademarks or Licenses.

6. New Trademarks and Licenses. Each Grantor represents and warrants that, from and after the date first listed above, (a) the Trademarks listed on Schedule A include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by such Grantor, (b) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements under which such Grantor is the licensee or licensor and (c) no liens, claims or security interests in such Trademarks and Licenses have been granted by such Grantor to any Person other than the Collateral Agent. If, prior to the termination of this Agreement, any Grantor shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of paragraph 4 above shall automatically apply thereto. Each Grantor shall use its best efforts to give to the Collateral Agent written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. Each Grantor hereby authorizes the Collateral Agent to modify this Agreement unilaterally (i) by amending Schedule A hereto to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule B hereto to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under paragraph 4 above or under this paragraph 6, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedules A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

7. Royalties. Each Grantor hereby agrees that the use by the Collateral Agent of the Trademarks and Licenses as authorized hereunder in connection with the Collateral Agent's exercise of its rights and remedies under paragraph 15 shall be coextensive with such Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Collateral Agent to such Grantor.

8. Right to Inspect, Further Assignments and Security Interests. The Collateral Agent may at all reasonable times (and at any time when an Event of Default has occurred) have access to, examine, audit, make copies (at the Grantors' expense) and extracts from and inspect each Grantor's premises and examine each Grantor's books, records and operations relating to the Trademarks and Licenses; provided, that in conducting such inspections and examinations, the Collateral Agent shall use reasonable efforts not to disturb unnecessarily the conduct of any Grantor's ordinary business operations. From and after the occurrence of, and during the continuation of, a Default, each Grantor agrees that the Collateral Agent, or a conservator appointed by the Collateral Agent, shall have the right to establish such reasonable additional product quality controls as the Collateral Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by such Grantor under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. Each Grantor agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent of the Collateral Agent, (ii) to maintain the quality of such products as of the date hereof, and (iii) not to change the quality of such products in any material respect without the Collateral Agent's prior and express written consent.

9. Nature and Continuation of the Collateral Agent's Security Interest; Termination of the Collateral Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Obligations have been paid in full in cash and the Loan Agreement has been terminated. When this Agreement has terminated, the Collateral Agent shall promptly execute and deliver to each Grantor, at the Grantors' expense, all termination statements and other instruments as may be necessary or proper to terminate the Collateral Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Collateral Agent pursuant to this Agreement.

10. Duties of Each Grantor. Each Grantor shall have the duty, to the extent desirable in the normal conduct of such Grantor's business, to: (i) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (ii) make application for trademarks or service marks. Each Grantor further agrees (i) not to abandon any Trademark or License without the prior written consent of the Collateral Agent, and (ii) to use its best efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary or economically desirable in the operation of such Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by the Grantors. The Collateral Agent shall not have

any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, the Collateral Agent shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but the Collateral Agent may do so at its option from and after an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of the Grantors and shall be added to the Obligations secured hereby.

11. The Collateral Agent's Right to Sue. From and after the occurrence of an Event of Default, the Collateral Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Collateral Agent shall commence any such suit, each Grantor shall, at the request of the Collateral Agent, do any and all lawful acts and execute any and all proper documents required by the Collateral Agent in aid of such enforcement. Each Grantor shall, upon demand, promptly reimburse the Collateral Agent for all costs and expenses incurred by the Collateral Agent in the exercise of its rights under this paragraph 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Collateral Agent).

12. Waivers. The Collateral Agent's failure, at any time or times hereafter, to require strict performance by any Grantor of any provision of this Agreement shall not waive, affect or diminish any right of the Collateral Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between any Grantor and the Collateral Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of any Grantor contained in this Agreement shall be deemed to have been suspended or waived by the Collateral Agent unless such suspension or waiver is in writing signed by an officer of the Collateral Agent and directed to the applicable Grantor specifying such suspension or waiver.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 6 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney. Each Grantor hereby irrevocably designates, constitutes and appoints the Collateral Agent (and all Persons designated by the Collateral Agent in its sole and absolute discretion) as such Grantor's true and lawful

attorney-in-fact, and authorizes the Collateral Agent and any of the Collateral Agent's designees, in such Grantor's or the Collateral Agent's name, from and after the occurrence of, and during the continuation of, a Default and the giving by the Collateral Agent of notice to such Grantor of the Collateral Agent's intention to enforce its rights and claims against such Grantor, to (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Collateral Agent in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as the Collateral Agent deems in its own best interest. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full in cash and the Loan Agreement shall have been terminated.

The Collateral Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence of an Event Default and the election by the Collateral Agent to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code with respect to the Trademarks and Licenses, each Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Collateral Agent or any transferee of the Collateral Agent and to execute and deliver to the Collateral Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Collateral Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Collateral Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of a Default, the Collateral Agent may exercise any of the rights and remedies provided in this Agreement and any of the other Loan Documents. Each Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Collateral Agent may give any shorter notice that is commercially reasonable under the circumstances.

16. Successors and Assigns. This Agreement shall be binding upon each Grantor and its successors and assigns, and shall inure to the benefit of the Collateral Agent and its nominees, successors and assigns. Each Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for such Grantor; provided, however, that no Grantor shall voluntarily assign or transfer its rights or obligations hereunder without the Collateral Agent's prior written consent, such consent not to be unreasonably withheld.

17. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties herein shall be governed by in all respects in accordance with the internal laws (as opposed to conflict of laws provisions) and decisions of the State of New York.

18. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

19. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

20. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

21. Merger. This Agreement represents the final agreement of each Grantor and the Collateral Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between any Grantor and the Collateral Agent.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTORS:

KMC TELECOM INC.



Name: Cynthia Worthman

Title: Vice President & Chief Financial Officer

KMC TELECOM II, INC.



Name: Cynthia Worthman

Title: Vice President & Chief Financial Officer

KMC TELECOM OF VIRGINIA, INC.



Name: Cynthia Worthman

Title: Vice President & Chief Financial Officer

KMC TELECOM LEASING I LLC



Name: Cynthia Worthman

Title: Vice President & Chief Financial Officer

KMC TELECOM LEASING II LLC



Name: Cynthia Worthman

Title: Vice President & Chief Financial Officer

Signature Page to
Trademark Security Agreement

TRADEMARK
REEL: 1858 FRAME: 0102

Accepted and agreed to as of the day and year first above written.

AT&T COMMERCIAL FINANCE CORPORATION,
as Collateral Agent

By: James L. Hudak
Name: James L. Hudak
Title: Director

Signature Page to
Trademark Security Agreement

TRADEMARK
REEL: 1858 FRAME: 0103

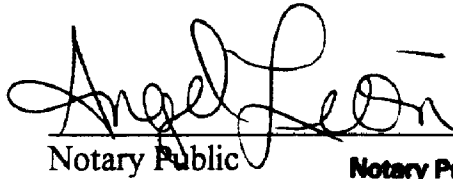
STATE OF

New York

COUNTY OF

New York SS

The foregoing Trademark Security Agreement was acknowledged before me this 20th day of December, 1998, by Cynthia Wirth, a Vice President & Chief Financial Officer of KMC Telecom Inc., a Delaware corporation, on behalf of such corporation.



Notary Public

ANGEL LEON
Notary Public, State of New York
No. 03-4920686
Qualified in Bronx County
Commission Expires Feb. 16, 1999

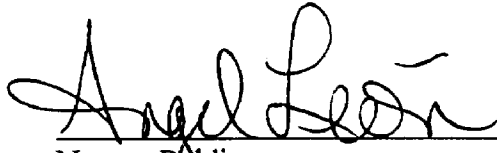
My commission expires: 2/16/99

Signature Page to
Trademark Security Agreement

TRADEMARK
REEL: 1858 FRAME: 0104

STATE OF New York
COUNTY OF New York SS

20th The foregoing Trademark Security Agreement was acknowledged before me this
day of December, 1998, by Cynthia Northman ^{Vice President & Chief} ~~Financial Officer~~ of KMC
Telecom II, Inc., a Delaware corporation, on behalf of such corporation.



Notary Public

ANGEL LEON
Notary Public, State of New York
No. 03-4920686
Qualified in Bronx County
Commission Expires Feb. 16, 1999

My commission expires: 2/16/99

Signature Page to
Trademark Security Agreement

TRADEMARK
REEL: 1858 FRAME: 0105

STATE OF New York
COUNTY OF New York SS

20th The foregoing Trademark Security Agreement was acknowledged before me this day of December, 1998, by Cynthia Worthman a Vice President & Chief Financial Officer of KMC Telecom of Virginia, Inc., a Virginia public service company, on behalf of such company.

Angel Leon
Notary Public

ANGEL LEON
Notary Public, State of New York
No. 03-4920686
Qualified in Bronx County
Commission Expires Feb. 16, 1999

My commission expires:

2/16/99

Signature Page to
Trademark Security Agreement

TRADEMARK
REEL: 1858 FRAME: 0106

STATE OF New York
COUNTY OF New York SS

The foregoing Trademark Security Agreement was acknowledged before me this 20th day of December, 1998, by Cynthia Williams, a Vice President & Chief Financial Officer of KMC Telecom Leasing I LLC, a Delaware limited liability company, on behalf of such limited liability company.

Angel Leon
Notary Public

ANGEL LEON
Notary Public, State of New York
No. 03-4920688
Qualified in Bronx County
Commission Expires Feb. 16, 1999

My commission expires: 2/16/99

Signature Page to
Trademark Security Agreement

TRADEMARK
REEL: 1858 FRAME: 0107

STATE OF New York)
COUNTY OF New York) SS

The foregoing Trademark Security Agreement was acknowledged before me this 20th day of December, 1998, by Cynthia Worthman, a Vice President & Chief Financial Officer of KMC Telecom Leasing II LLC, a Delaware limited liability company, on behalf of such limited liability company.

Angel Leon
Notary Public ANGEL LEON
Notary Public, State of New York
No. 03-4920686
Qualified in Bronx County
Commission Expires Feb. 16, 1999
My commission expires: 2/16/99

Signature Page to
Trademark Security Agreement

STATE OF New York
COUNTY OF New York SS

The foregoing Trademark Security Agreement was acknowledged before me this 28th day of December, 1998, by Crystal L. Smith a Director of AT&T Commercial Finance Corporation, a Delaware corporation, on behalf of such corporation.

CRYSTAL L. SMITH
Notary Public, State of New York
No. 01SM5064974
Qualified in Kings County
Commission Expires August 26, 1999 2000

Crystal L. Smith
Notary Public

My commission expires: 8/26/00

Schedule A
to
Trademark Security Agreement

Dated as of December 22, 1998

Trademarks

Trademark and Service Mark Applications

Trademark:

Serial No.:

Filing Date:

[Attached]

INTELLECTUAL PROPERTY

I. KMC Telecom Inc.

Trademark Name	Filing Date	Serial Number	Approved Date	Registration Number
ClearFiber	June 25, 1997	75/314821		
Creative Solutions with a Hometown Touch	June 25, 1997	75/314822		
Flexible Solutions	June 25, 1997	75/314576		
KMC ClearBill	September 5, 1997	75/352320		
KMC Fair2U	September 5, 1997	75/352231		
KMC Telecom & Design	June 25, 1997	75/314823	1/20/98	2,130,178
KMC Telecom	June 25, 1997	75/314820		
Switch In A Box	September 26, 1997	75/363605		
KMC ValuePlus	November 12, 1997	75/391696		
KMC Platinum	November 12, 1997	75/391699		
KMC Gold	November 12, 1997	75/391698		
KMC Silver	November 12, 1997	75/391697		
KMC ClearTouch	December 19, 1997	75/413324		
KMC ClearXpress	December 19, 1997	75/412631		
KMC FiberEdge	March 24, 1998	75/455452		
ClearBill	June 11, 1998	75/500167		
ClearTouch	June 11, 1998	75/500377		
ClearXpress	June 11, 1998	75/500169		
ClearStar	June 11, 1998	75/500378		
Clearlink	June 11, 1998	75/500379		
Fair2U	June 11, 1998	75/500168		
FiberEdge	September 3, 1998			
ClearStar Advantage	November 25, 1998			
ClearStar Advantage 1000	November 25, 1998			
ClearStar Advantage 2000	November 25, 1998			
ClearStar Advantage Plus	November 25, 1998			

KMC Telecom Inc. is the holder of all of the above-listed trademarks and licenses. The respective trademarks and licenses listed below are licensed to each KMC Telecom II, Inc., KMC Telecom of Virginia, Inc., KMC Telecom Leasing I LLC, and KMC Telecom Leasing II LLC under various license agreements.

II. KMC Telecom II, Inc.

Trademark Name	Filing Date	Serial Number	Approved Date	Registration Number
ClearFiber	June 25, 1997	75/314821		
Creative Solutions with a	June 25, 1997	75/314822		

Hometown Touch				
Flexable Solutions	June 25, 1997	75/314576		
KMC ClearBill	September 5, 1997	75/352320		
KMC Fair2U	September 5, 1997	75/352231		
KMC Telecom & Design	June 25, 1997	75/314823	1/20/98	2,130,178
KMC Telecom	June 25, 1997	75/314820		
Switch In A Box	September 26, 1997	75/363605		
KMC ValuePlus	November 12, 1997	75/391696		
KMC Platinum	November 12, 1997	75/391699		
KMC Gold	November 12, 1997	75/391698		
KMC Silver	November 12, 1997	75/391697		
KMC ClearTouch	December 19, 1997	75/413324		
ClearBill	June 11, 1998	75/500167		
ClearTouch	June 11, 1998	75/500377		
ClearXpress	June 11, 1998	75/500169		
ClearStar	June 11, 1998	75/500378		
Fair2U	June 11, 1998	75/500168		
FiberEdge	September 3, 1998			
ClearStar Advantage	November 25, 1998			
ClearStar Advantage 1000	November 25, 1998			
ClearStar Advantage 2000	November 25, 1998			
ClearStar Advantage Plus	November 25, 1998			

III. KMC Telecom of Virginia, Inc.

ClearFiber	June 25, 1997	75/314821		
Creative Solutions with a Hometown Touch	June 25, 1997	75/314822		
Flexable Solutions	June 25, 1997	75/314576		
KMC ClearBill	September 5, 1997	75/352320		
KMC Fair2U	September 5, 1997	75/352231		
KMC Telecom & Design	June 25, 1997	75/314823	1/20/98	2,130,178
KMC Telecom	June 25, 1997	75/314820		
Switch In A Box	September 26, 1997	75/363605		
KMC ValuePlus	November 12, 1997	75/391696		
KMC Platinum	November 12, 1997	75/391699		
KMC Gold	November 12, 1997	75/391698		
KMC Silver	November 12, 1997	75/391697		
KMC ClearTouch	December 19, 1997	75/413324		
ClearBill	June 11, 1998	75/500167		
ClearTouch	June 11, 1998	75/500377		
ClearXpress	June 11, 1998	75/500169		
ClearStar	June 11, 1998	75/500378		
Fair2U	June 11, 1998	75/500168		
FiberEdge	September 3, 1998			
ClearStar Advantage	November 25, 1998			
ClearStar Advantage 1000	November 25, 1998			
ClearStar Advantage 2000	November 25, 1998			
ClearStar Advantage Plus	November 25, 1998			

IV. KMC Telecom Leasing I LLC

Creative Solutions with a Hometown Touch	June 25, 1997	75/314822		
KMC Telecom & Design	June 25, 1997	75/314823	1/20/98	2,130,178
KMC Telecom	June 25, 1997	75/314820		

IV. KMC Telecom Leasing II LLC

Creative Solutions with a Hometown Touch	June 25, 1997	75/314822		
KMC Telecom & Design	June 25, 1997	75/314823	1/20/98	2,130,178
KMC Telecom	June 25, 1997	75/314820		

Schedule B
to
Trademark Security Agreement

Dated as of December 22, 1998

License Agreements

1. Trademark License Agreement dated as of December 17, 1997 between KMC Telecom Inc. ("Licensor") and KMC Telecom II, Inc. ("Licensee").
2. Trademark License Agreement dated as of December 17, 1997 between KMC Telecom Inc. ("Licensor") and KMC Telecom of Virginia, Inc. ("Licensee").
3. Trademark License Agreement between KMC Telecom Inc. ("Licensor") and KMC Telecom Leasing I LLC ("Licensee").
4. Trademark License Agreement between KMC Telecom Inc. ("Licensor") and KMC Telecom Leasing II LLC ("Licensee").

ANNEX I

FORM OF ADDENDUM

Reference is hereby made to the Trademark Security Agreement (the "Agreement") dated as of December 22, 1998 by KMC Telecom Inc., a Delaware corporation ("KMC"), KMC Telecom II, Inc., a Delaware corporation ("KMC II"), KMC Telecom of Virginia, Inc., a Virginia public service company ("KMC Virginia"), KMC Telecom Leasing I LLC, a Delaware limited liability company ("Leasing I"), KMC Telecom Leasing II LLC, a Delaware limited liability company ("Leasing II"; KMC, KMC II, KMC Virginia, Leasing I and Leasing II, and along with any other Subsidiaries which have become parties thereto and together with the undersigned, the "Grantors") in favor of AT&T Commercial Finance Corporation, a Delaware corporation, as "Collateral Agent" on behalf of the Lenders under the Loan Agreement (the "Collateral Agent"). Capitalized terms used herein and not defined herein shall have the meanings given to them in the Agreement.

By its execution below, the undersigned [NAME OF NEW GRANTOR], a [_____] [corporation] [partnership] [limited liability company] (the "New Grantor"), agrees to become, and does hereby become, an Grantor under the Agreement and agrees to be bound by such Agreement as if originally a party thereto.

By its execution below, the undersigned represents and warrants as to itself that all of the representations and warranties contained in Section 6 of the Agreement are true and correct in all respects as of the date hereof.

Concurrently with the delivery of this Annex I, the New Grantor shall update and deliver a supplement to Schedules A and B containing all of the information, with respect to such New Grantor, as required by the Agreement.

IN WITNESS WHEREOF, [NAME OF NEW GRANTOR], a [_____] [corporation] [partnership] [limited liability company] has executed and delivered this Annex I counterpart to the Assignment as of this _____ day of _____, ____.

[NAME OF NEW GRANTOR]

By: _____

Name:

Title: