

09-22-1999



101152145

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

a.21 99
RECEIVED

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy them. 1999 SEP 21 PM 3:38

1. Name of conveying party(ies): **Net2000 Communications Services, (formerly known as Net2000 Group, Inc.)**

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - State Delaware
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies): **OPRY/FINANCE**

Name: Nortel Networks, Inc.

Internal Address: 2221 Lakeside Blvd., GMS 99116 A20, Richardson, Texas 75082-4399
Street Address: 2221 Lakeside Blvd., GMS 99116 A20, Richardson, Texas 75082-4399

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: July 30, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
75/315,461 75/582,085 75/568,392

Additional numbers attached? Yes No

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

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

Name:
Tamsen Valoir
Street Address:
Jenkins and Gilchrist P.C.
1100 Louisiana Street, Suite 1800
Houston, Texas 77002-5214

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

7. Total fee (37 CFR 3.41): \$165.00
 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, matter 7818-68.)

8. Deposit Account number: 10-0447 (7818-68)
(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.

Tamsen Valoir *Tamsen Valoir* 9.13.99
Name of Person Signing Signature Date

Total number of pages comprising cover sheet:

09/22/1999 DNGUYEN 00000073 75315461

01 FC:481 40.00 OP
02 FC:482 125.00 OP

Date of Deposit September 16, 1999

I hereby certify under 37 CFR 1.8(a) that this correspondence is being deposited with the United States Postal Service as **first class mail** with sufficient postage on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Box ASSIGNMENT, Washington, D.C. 20231.

Sallie Carlisle
Sallie Carlisle

AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT

WHEREAS, NET2000 COMMUNICATIONS SERVICES, INC., a Delaware corporation (formerly known as Net2000 Group, Inc.) ("Debtor"), owns certain Trademarks and Trademark Licenses;

WHEREAS, Debtor and NORTEL NETWORKS INC., a Delaware corporation (formerly known as Northern Telecom Inc.), as administrative agent (the "Secured Party"), are parties to that certain Amended and Restated Pledge and Security Agreement dated as of July 30, 1999 (as the same may be renewed, extended, amended, modified, restated, supplemented and in effect 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;

WHEREAS, pursuant to the terms of the Security Agreement, Debtor has granted to Secured Party a 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;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor does hereby grant to Secured Party a 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) injury to the goodwill associated with any Trademark, Trademark Registration and Trademark Application.

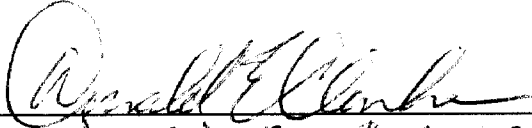
This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. This Amended and Restated Trademark Agreement ("Agreement") shall constitute an amendment and restatement of all, but not an extinguishment, discharge, satisfaction or novation of any, indebtedness, liabilities and/or obligations of Debtor under that certain Trademark Agreement, dated as of November 2, 1998, between Debtor and Secured Party (the "Original Trademark Agreement"). All Liens created under and/or evidenced by the Original Trademark Agreement shall continue to be created under and/or evidenced by this Agreement, with the same perfection and priority under this Agreement as existed under the Original Security Agreement.

Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest 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 Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of July 30, 1999.

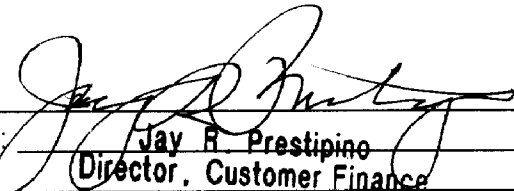
DEBTOR

NET2000 COMMUNICATIONS SERVICES, INC.,
a Delaware corporation

By: 
Name: DONALD E. CLARKE
Title: CFO

SECURED PARTY

NORTEL NETWORKS INC.,
as Administrative Agent

By: 
Name: Jay R. Prestipino
Title: Director, Customer Finance

ACKNOWLEDGMENT

STATE OF VA)
)
COUNTY OF Fairfax)

This instrument was acknowledged before me this 5 day of August, 1999, by Donald E. Clarke, as CEO of Net2000 Communications Services, Inc., a Delaware corporation, on behalf of such company.

{Seal}

[Signature]
Notary Public in and for the State of VA

My commission expires: My Commission Expires May 31, 2002

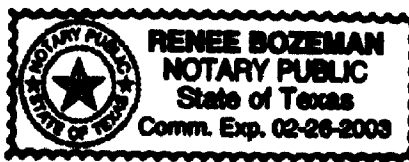
STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me this 9th day of September, 1999 by Jay Prestipino, as Director, Customer Finance of Nortel Networks Inc., a Delaware corporation, as Administrative Agent, on behalf of such company.

{Seal}

[Signature]
Notary Public in and for the State of TEXAS

My commission expires: 2-26-2003



Schedule 1
to Amended and Restated Trademark Security Agreement

FEDERAL TRADEMARKS

<u>Owner of Record</u>	<u>Country of Registration</u>	<u>Trademark</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration Number</u>
Net2000 Group, Inc.	U.S.A.	Net2000 Group	9/2/93	Registered	1890207
Net2000 Group, Inc.	U.S.A.	Net2000	11/12/97	Registered	2195976
Net2000 Group, Inc.	U.S.A.	Net2000 design - oval with rectangle drawn with bold lines intercepting left side of oval	11/12/97	Registered	2195975
Net2000 Group, Inc.	U.S.A.	We Make Communications Simple...Again	6/26/97	Abandoned and Revival Request Pending	Serial No. 75-315461
Net2000 Group, Inc.	U.S.A.	Net3000	11/3/98	Pending	Serial No. 75-582085
Net2000 Group, Inc.	U.S.A.	Net2000 Communications	10/08/98	Denied	Serial No. 75-568392

STATE TRADEMARKS

None

TRADEMARK LICENSES

None