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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MKS 12.29.99

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 & Assumption of Security Interest

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

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/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 Assignment.)

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FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 125.00 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

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)

<input type="text" value="75315461"/>	<input type="text" value="75582085"/>	<input type="text" value="75568392"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1890207"/>	<input type="text" value="2195976"/>	<input type="text" value="2195975"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Diane Kasselmann

12 29 99

Name of Person Signing

Signature

Date Signed

12/20/99 10:24 BKHOEN HTS 7 572 554 3675 302

**ASSIGNMENT AND ASSUMPTION OF
SECURITY INTEREST IN TRADEMARKS**

**ASSIGNMENT AND ASSUMPTION OF SECURITY
INTEREST IN TRADEMARKS**, dated December __, 1999, made by **NORTEL
NETWORKS, INC.**, a Delaware corporation ("**Assignor**"), to **TORONTO
DOMINION (TEXAS), INC.** ("**TD**"), in its role as Administrative Agent under the
Credit Agreement described below ("**Assignee**").

Capitalized terms used herein without definition shall have the same meanings herein as set forth in the Amended and Restated Credit Agreement dated as of July 30, 1999, by and among Net2000 Communications Group, Inc. (the "**Borrower**"), Assignor, certain lenders named therein and TD as Administrative Agent, as amended (the "**Credit Agreement**").

WHEREAS, in connection with the Credit Agreement, the Borrower, among other things, agreed to grant a security interest in trademarks and certain other assets to Assignor, including the trademarks on Schedule A attached hereto (the "**Trademarks**") owned by Borrower;

WHEREAS, pursuant to the Amended and Restated Pledge and Security Agreement, dated as of July 30, 1999, by and between Borrower and Assignor (the "**Security Agreement**"), Borrower granted a security interest in, among other things, the Borrower's right, title and interest in the Trademarks; and

WHEREAS, pursuant to the Amended and Restated Trademark Security Agreement, dated as of July 30, 1999, by and between Borrower and Assignor (the "**Trademark Security Agreement**") filed for recordation in the United States Patent and Trademark Office on September 13, 1999, Borrower granted a security interest in, among other things, the Borrower's right, title and interest in the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's right and interests under the Credit Agreement and under the other Loan Documents (as defined in the Credit Agreement), the Security Agreement and the Trademark Security Agreement including, but not limited to all security interests of Assignor in the Trademarks.

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2. Assignee hereby accepts the foregoing assignment and assumes the obligations of Assignor under the Credit Agreement and the other Loan Documents, including the Security Agreement and the Trademark Security Agreement.

In witness whereof the powers hereto have affixed their names as of the date first above written

ASSIGNOR:

ASSIGNEE:

NORTEL NETWORKS, INC.

TORONTO DOMINION (TEXAS), INC.

By: [Signature]
Name: Robert D. Beiter
Title: Director, Customer Finance

By: _____
Name: _____
Title: _____

Agreed and Acknowledged:

NET2000 COMMUNICATIONS GROUP, INC.

By: _____
Name: _____
Title: _____

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NO. 015 003

2. Assignee hereby accepts the foregoing assignment and assumes the obligations of Assignor under the Credit Agreement and the other Loan Documents, including the Security Agreement and the Trademark Security Agreement.

In witness whereof the powers hereto have affixed their names as of the date first above written.

ASSIGNOR:

ASSIGNEE:

NORTEL NETWORKS, INC.


TORONTO DOMINION (TEXAS),
INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

Agreed and Acknowledged:

NET2000 COMMUNICATIONS
GROUP, INC.

By: 
Name: RONALD B. CLARKE
Title: CFO

2. Assignee hereby accepts the foregoing assignment and assumes the obligations of Assignor under the Credit Agreement and the other Loan Documents, including the Security Agreement and the Trademark Security Agreement.

In witness whereof the powers hereto have affixed their names as of the date first above written.

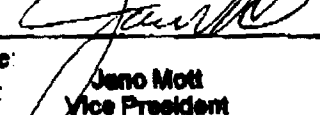
ASSIGNOR:

ASSIGNEE:

NORTEL NETWORKS, INC.

TORONTO DOMINION (TEXAS), INC.

By: _____
Name:
Title:

By: 
Name: Jeno Mott
Title: Vice President

Agreed and Acknowledged:

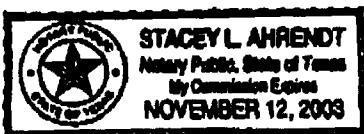
NET2000 COMMUNICATIONS GROUP, INC.

By: _____
Name:
Title:

STATE OF Texas)
) ss.:
 COUNTY OF Harris)

I, a notary public, in and for the county and state aforesaid, do hereby certify that Jano Mott personally known to me to be the Vice President of TORONTO DOMINION (TEXAS), INC., appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument pursuant to authority granted to him/her by said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 23rd day of December, 1999.



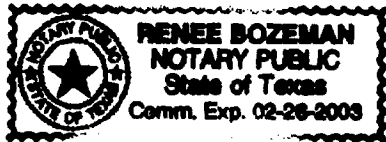
Stacey L. Ahrendt
 Notary Public

My commission expires: 11.12.2003

STATE OF TEXAS)
) ss.:
 COUNTY OF Dallas)

I, a notary public, in and for the county and state aforesaid, do hereby certify that Robert Beitz personally known to me to be the Director of NORTEL NETWORKS, INC., appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument pursuant to authority granted to him/her by said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 20th day of DECEMBER 1999.



Renee Bozeman
 Notary Public

My commission expires: 2-26-2003

SCHEDULE A

TRADEMARKS

1. Registration

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

2. Licenses:

(a) In connection with the VistaNet transaction, the Company has granted VistaNet a one-year, non-exclusive, royalty-free, license to use the name Net2000 and the Net2000 logo, solely as part of the phrase "Net2000 Professional Services" and solely in connection with the marketing of the "Professional Services Division" transferred to VistaNet (the "Professional Services Division").

(b) In connection with the VistaNet transaction, the Company has granted VistaNet a one-year, non-exclusive, royalty-free, license to: (i) use the Company's standard marketing brochure; (ii) copy and distribute the Company's press releases; (iii) use all pricing tools used by the Company; (iv) access all telecommunications-

related documentation and data on the Company's network or in hard copy; (v) access the Company's paper files for customer, customers leads, and prospects information relating to joint customers of the Company and the Professional Services Division; (vi) utilize a website hot link granting users of the Company's Website to access to the website of the Professional Service Division; and (vii) assets that were not transferred but that the Professional Services Division reasonably requires access to in order to conduct business in the manner in which such business was conducted prior to the transfer.

(c) In connection with the VistaNet transaction, the Company has granted VistaNet a one-year, non-exclusive, royalty-free, license to allow the Professional Services Division to access the Company's Lotus Notes Platform, subject to the approval of a third-party licensor.

3. All current employees have executed a confidentiality or nondisclosure agreement.