

Form PTO-1594
(Rev. 03/01)
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

RCN Corporation

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

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

2. Name and address of receiving party(ies)

Name: **RCN Entertainment, Inc.**

Internal Address: _____
Address: _____

Street Address: **150 Carnegie Center**

City: **Princeton** State: **NJ** Zip: **08540**

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
(Designations 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: **October 8, 2001**

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1962893 2027570 2019846 2011141
2089554 2021421 1958130

Additional number(s) attached Yes No

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

Name: **Edward Sadtler**

Internal Address: **Skadden, Arps, Slate**
Meagher & Flom LLP

Street Address: **Four Times Square**

City: **New York** State: **NY** Zip: **10036 6522**

6. Total number of applications and registrations involved: **7**

7. Total fee (37 CFR 3.41).....\$ **190.00**


Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
19-2385 [Our Ref: 023430-25]

(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.

Edward Sadtler  **11/07/01**

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **7**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS, dated October 8th, 2001 ("Assignment"), by RCN Corporation, a Delaware corporation ("Assignor"), in favor of RCN Entertainment, Inc., a Delaware corporation ("Assignee").

W I T N E S S E T H

WHEREAS, Assignor, among other purchasers (collectively, the "Purchasers"), purchased the convertible Notes of JuniorNet Corporation ("JuniorNet") pursuant to a Convertible Note Purchase Agreement, dated February 4, 2000 (the "Purchase Agreement");

WHEREAS, in connection with the execution of the Purchase Agreement, JuniorNet and various of its subsidiaries (collectively, the "Grantors") entered into a Security Agreement, dated as of February 4, 2000 (the "Security Agreement"), and an Intellectual Property Security Agreement, dated as of February 4, 2000, pursuant to which the Grantors granted a security interest in certain Collateral, as such term is defined in the Security Agreement, including all rights, title and interests to the trademarks set forth on Attachment 1 to this Assignment, all common law rights and goodwill relating thereto, and all registrations and applications relating thereto (collectively, the "Trademarks"), to Chase Manhattan Bank ("Chase"), as collateral agent for the Purchasers, to secure the payment and performance of the Secured Obligations, as such term is defined in the Security Agreement;

WHEREAS, following an Event of Default under the Security Agreement, (i) the Grantors and Chase entered into an Acknowledgment of and Consent to Transfer, dated August 14, 2001, pursuant to which the Grantors acknowledged, consented to and confirmed the conveyance, grant, assignment, transfer, delivery and affirmation of the Trademarks, among other assets of the Grantors, to Chase, as collateral agent for the Purchasers, and (ii) Chase and Assignor entered into a Bill of Transfer, dated August 14, 2001, pursuant to which Chase sold, conveyed, granted, assigned, transferred, delivered and affirmed to Assignor all rights, title and interests to the Trademarks, among other assets of the Grantors;

WHEREAS, Assignee (a subsidiary of Assignor) desires to obtain, and Assignor has agreed to transfer to Assignee, all of Assignor's right, title and interest in and to the Trademarks, among other assets, including certain tangible assets, copyrights and rights to agreements; and

WHEREAS, the Grantors were engaged in the business of producing family entertainment and Assignee intends to continue such business under the

Trademarks.

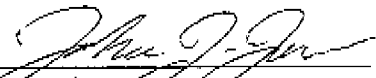
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor does hereby assign, transfer, set over, and deliver to Assignee all of Assignor's right, title, and interest in and to the Trademarks together with (i) all goodwill symbolized by and associated with the business conducted under the Trademarks, (ii) all income, royalties, damages, and payments now or hereafter due or payable in respect thereto, (iii) all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present, or future infringement of the Trademarks or other rights transferred and assigned to Assignee under this Agreement, and (iv) all rights corresponding to the foregoing throughout the world.

2. Further Assurances. Assignor hereby agrees to execute all papers and to perform such other proper acts as Assignee or its successors or assigns may deem reasonably necessary or desirable to secure to Assignee or to its successors or assigns the rights hereby transferred.

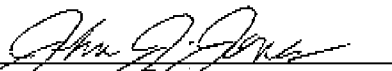
IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

RCN CORPORATION:

By: 
Name: John J. Jones
Title: Executive Vice President

Acknowledged and Accepted:

RCN ENTERTAINMENT, INC.:

By: 
Name: John J. Jones
Title: Executive Vice President

STATE OF New Jersey)
) SS.
COUNTY OF Mercer)

I, a notary public, in and for the county and state aforesaid, do hereby certify that John J. Jones personally known to me to be the Executive Vice President of RCN Corporation, a Delaware corporation, appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 9 day of October, 2001.

Dorcias A. Tatar
Notary Public

My commission expires: 3-20-2005

DORCAS A. TATAR
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 3/20/2005

ATTACHMENT 1 TO ASSIGNMENT OF TRADEMARKS

<u>Mark:</u>	<u>Reg. No.:</u>	<u>Reg. Date:</u>	<u>Owner:</u>
THE PUZZLE PLACE	1,962,893	03.19.96	RCN Corporation & Community Television of Southern California ("KCET")
THE PUZZLE PLACE	2,027,570	12.31.96	RCN Corporation & KCET
THE PUZZLE PLACE	2,019,846	11.26.96	RCN Corporation & KCET
THE PUZZLE PLACE (Logo)	2,011,141	10.22.96	RCN Corporation
THE PUZZLE PLACE (Logo)	2,021,421	12.03.96	RCN Corporation & KCET
THE PUZZLE PLACE (Logo)	1,958,130	02.20.96	RCN Corporation & KCET
BACKYARD SAFARI	2,089,554	08.19.97	RCN Corporation

International Trademark Report: THE PUZZLE PLACE

Owners: RCN Corporation and Community Television of Southern California

<u>Country:</u>	<u>Reg. No./Appl. No.:</u>	<u>Reg. or Appl. Date:</u>	<u>Status:</u>
Canada	TMA 491-874	March 2, 1998	Registered
	SN 871-298	March 5, 1998	Abandoned
Hong Kong	95 03088	March 15, 1995	Pending
	95 03089	March 15, 1995	Pending
	95 03090	March 15, 1995	Pending
Japan	4024273	July 11, 1997	Registered
	4023498	July 4, 1997	Registered
	335774	November 7, 1997	Registered
New Zealand	246725	March 13, 1995	Registered
	246726	March 13, 1995	Registered
Singapore	S/2060/95	March 8, 1995	Pending
	S/2061/95	March 8, 1995	Pending
	S/2062/95	March 8, 1995	Pending
Taiwan	84-015653	April 7, 1995	Registered
	84-015654	April 7, 1995	Registered
	84-015655	April 7, 1995	Registered*

United Kingdom	2016245 2016245	March 14, 1995 March 14, 1995	Registered Registered
Portugal	311642 321457	July 24, 1995	Registered Registered
Australia	655339 (cl. 41) 655338 (cl. 28)	July 5, 1996	Registered Registered
México	503939 (cl. 41) 515570 (cl.41) 520661 (cl.28)		Registered Registered Registered
South Africa	not available yet		Pending
Brazil	820442259 820442275		Pending Pending
Panama	not available yet		Pending
Philippines	123654 819993492		Pending Pending

Foreign Language Version:

<u>Appl./Reg. No.:</u>	<u>Country:</u>	<u>Appl./Reg. Date:</u>
EL RINCON DE RISAS Appl. No. 251065	Mexico	January 3, 1996
EL RINCON DE RISAS Registr. No. 515570	Mexico	January 29, 1996

*Owned by RCN Corporation only.