FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

REC 01-18-2002 HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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101953272

To the Honorable Commissioner of Pate ... the attached original documents or copy thereof.

1. Name of conveying party(ies):
RCN Entertainment, Inc.
105 Carnegie Center
Princeton, NJ 08540

1.1960

☐ 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: JPMorgan Chase Bank, as Collateral Agent

Internal Address:

Street Address: 270 Park Avenue

City: New York State: NY ZIP: 10017

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State NY
☐ 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: June 3, 1999

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

A. Trademark Application No.(s)

SEE ATTACHED SCHEDULE

B. Trademark Registration No.(s)

1962893

Additional numbers attached? ☒ Yes ☐ No

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

Name: Penelope Agodoa

Internal Address: Federal Research Corporation

Street Address: 400 Seventh Street, N.W.
Suite 101

City: Washington State: DC ZIP: 20004

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:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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01 FC:481 40.00 OP
02 BC:482 150.00 OP

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.

MacKenzie Henry
Name of Person Signing

MacKenzie Henry
Signature

January 17, 2002
Date

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

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

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Schedule 11(A)

The Puzzle Place:
Owners: RCN Entertainment, Inc. ("RCN") and Community Television of Southern California ("KCET")

Mark:	Registration No.:	Reg. Date:	Owner:
The Puzzle Place	1,962,893	03.19.96	RCN & KCET
The Puzzle Place	2,027,570	12.31.96	RCN & KCET
The Puzzle Place	2,019,846	11.26.96	RCN & KCET
The Puzzle Place (Logo)	2,011,141	10.22.96	RCN
The Puzzle Place (Logo)	2,021,421	12.03.96	RCN & KCET
The Puzzle Place (Logo)	1,958,130	02.20.96	RCN & KCET
Backyard Safari	2,089,554	08.19.97	RCN

International Trademark Report: The Puzzle Place

Owners: RCN Entertainment, Inc. and Community Television of Southern California

Country:	Registration No./ Application No.:	Registration or Application Date:	Status:
Canada	TMA 491-874	March 2, 1998	Registered
	871-298	March 5, 1998	Abandoned
Hong Kong	95 030[illegible]	March 15, 1995	Application Pending
	95 03089	March 15, 1995	Application Pending
	95 03090	March 15, 1995	Application 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	Application Pending
	S/2061/95	March 8, 1995	Application Pending
	S/2062/95	March 8, 1995	Application Pending
Taiwan	84015653	April 7, 1995	Registered
	84-015654	April 7, 1995	Registered
	84-015655	April 7, 1995	Registered*
United Kingdom	2016245	March 14, 1995	Registered
	2016245	March 14, 1995	Registered
Portugal	311642	July 24, 1995	Registered

417161.04-New York S1A

	321457		Registered
Australia	655339 (cl. 41)	July 5, 1996	Registered
	655338 (cl. 28)		Registered
Mexico	503939 (cl. 41)		Registered
	515570 (cl.41)		Registered
	520661 (cl.28)		Registered
South Africa	not available yet		Application Pending
Brazil	820442259		Application Pending
	820442275		Application Pending
Panama	not available yet		Application Pending
Philippines	123654		Application Pending
	819995492		Application Pending

Foreign Language Version:

Application./Registration No.:	**Country:**	**Applic./Reg. Date:**	
El Rincon De Risas No. 251065	Mexico	January 3, 1996	Applic.
El Rincon De Risas No. 515570	Mexico	January 29, 1996	Registr.

*Owned by RCN Entertainment, Inc. only

[continued on the next page]

SECURITY AGREEMENT dated as of June 3, 1999, among RCN Corporation, a Delaware corporation (the "*Company*"), each subsidiary of the Company listed on Schedule I hereto (each such subsidiary individually a"*Guarantor*" and, collectively, the "*Guarantors*"; the Guarantors and the Company are referred to collectively herein as the "*Grantors*") and THE CHASE MANHATTAN BANK ("*Chase*"), as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined herein).

Reference is made to (a) the Credit Agreement dated as of June 3, 1999 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Company, RCN Telecom Services of Pennsylvania, Inc., RCN Cable Systems, Inc., JavaNet, Inc., RCN Financial Management Inc., UNET Holding, Inc., Interport Communications Corp. and ENET Holding, Inc. (the "*Borrowers*"), the lenders from time to time party thereto (the "*Lenders*") and Chase, as administrative agent for the Lenders (in such capacity, the "*Administrative Agent*") and Collateral Agent and (b) the Company Guarantee Agreement and the Subsidiary Guarantee Agreement each dated as of June 3, 1999 (as amended, supplemented or otherwise modified from time to time, the "*Guarantee Agreement*"), among the Guarantors named therein and the Collateral Agent.

The Lenders have agreed to make Loans to the Borrowers and the Issuing Bank has agreed to issue Letters of Credit for the account of the Borrowers, pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. Each of the Guarantors, other than the Borrowers, has agreed to guarantee, among other things, all the obligations of the Borrowers under the Credit Agreement. The obligations of the Lenders to make Loans and of the Issuing Banks to issue Letters of Credit are conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof to secure (a) the due and punctual payment by the Borrowers of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by the Borrowers under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments

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in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral and (iii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Borrowers to the Secured Parties under the Credit Agreement and the other Loan Documents, (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Borrowers under or pursuant to the Credit Agreement and the other Loan Documents, (c) the due and punctual payment and performance of all the covenants, agreements, obligations and liabilities of each Loan Party under or pursuant to this Agreement and the other Loan Documents and (d) the due and punctual payment and performance of all obligations of the Borrowers or any Loan Party under each Hedging Agreement entered into with any counterparty that was a Lender at the time such Hedging Agreement was entered into (all the monetary and other obligations described in the preceding clauses (a) through (d) being collectively called the "*Obligations*").

Accordingly, the Grantors and the Collateral Agent, on behalf of itself and each Secured Party (and each of their respective successors or assigns), hereby agree as follows:

ARTICLE I

Definitions

SECTION 1.01. *Definition of Terms Used Herein.* Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement.

SECTION 1.02. *Definition of Certain Terms Used Herein.* As used herein, the following terms shall have the following meanings:

"*Account Debtor*" shall mean any person who is or who may become obligated to any Grantor under, with respect to or on account of an Account.

"*Accounts*" shall mean any and all right, title and interest of any Grantor to payment for goods and services sold or leased, including any such right evidenced by chattel paper, whether due or to become due, whether or not

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it has been earned by performance, and whether now or hereafter acquired or arising in the future, including accounts receivable from Affiliates of the Grantors.

"*Accounts Receivable*" shall mean all Accounts and all right, title and interest in any returned goods, together with all rights, titles, securities and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired.

"*Collateral*" shall mean all (a) Accounts Receivable, (b) Documents, (c) Equipment, (d) General Intangibles, (e) Inventory, and (f) Proceeds; *provided, however,* that Collateral shall not include Excluded Collateral.

"*Copyright License*" shall mean any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Grantor or which such Grantor otherwise has the right to license, or granting any right to such Grantor under any Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

"*Copyrights*" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule II.

"*Credit Agreement*" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"*Documents*" shall mean all instruments, files, records, ledger sheets and documents covering or relating to any of the Collateral.

"*Equipment*" shall mean all equipment, furniture and furnishings, and all tangible personal property similar to any of the foregoing, including tools, parts and supplies of every kind and description, and all improvements, accessions or appurtenances thereto, that are now or hereafter owned by any Grantor, other than Excluded Collateral. The term Equipment shall include Fixtures.

"*Excluded Collateral*" shall mean (a) motor vehicles covered by certificates of title, (b) cable television and open video franchises, licenses and permits, (c) cash and cash equivalents, Permitted Investments, bank accounts and securities therein, (d) Equipment leased by a Grantor under a lease that prohibits the granting of any other Lien on such Equipment, (e) Equipment or Inventory subject to a purchase money Lien that prohibits the granting of any other Lien on such Equipment or Inventory and (f) Equity Interests in JuniorNet, Megacable, Homelink and Intertainer.

"*Fixtures*" shall mean all items of Equipment, whether now owned or hereafter acquired, of any Grantor that become so related to particular real estate that an interest in them arises under any real estate law applicable thereto.

"*General Intangibles*" shall mean all choses in action and causes of action and all other assignable intangible personal property of any Grantor of every kind and nature (other than Accounts Receivable) now owned or hereafter acquired by any Grantor, including (i) all indebtedness for borrowed money owed to the Company or any Subsidiary by the Company, any Subsidiary or Affiliate not evidenced by a promissory note, bond, debenture or similar instrument, (ii) all uncertificated Equity Interests of any Joint Venture Subsidiary, partnership interests and membership interests in a limited liability company in which the investment of any Grantor in such entity exceeds $2,500,000, and (iii) corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, Hedging Agreements and other agreements), Intellectual Property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to any Grantor to secure payment by an Account Debtor of any of the Accounts Receivable; *provided* that the term General Intangibles shall not include any Excluded Collateral.

"*Intellectual Property*" shall mean all intellectual and similar property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

"*Inventory*" shall mean all goods of any Grantor, whether now owned or hereafter acquired, held for sale or lease, or furnished or to be furnished by any Grantor under contracts of service, or consumed in any Grantor's business, including raw materials, intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, and all such goods that have been returned to or repossessed by or on behalf of any Grantor.

"*Joint Venture Restrictions*" shall mean conditions, restrictions and procedures set forth in any joint venture agreement, joint venture operating agreement, limited liability company agreement, partnership agreement, shareholder agreement or similar instrument to which a Grantor is party relating to the sale, transfer or disposition of Equity Interests in any Joint Venture Subsidiary or any other joint venture entity which are owned by such Grantor and pledged hereunder, and shall include, without limitation, rights of first refusal, co-sale rights, drag-along rights, buy-out rights and rights to approve transferees contained in such agreements or instruments.

"*License*" shall mean any Patent License, Trademark License, Copyright License or other license or sublicense (other than Excluded Collateral) to which any Grantor is a party, including but not limited to, those licenses that are material to the business of the Company and its Restricted Subsidiaries taken as a whole that are listed on Schedule III (other than those license agreements in existence on the date hereof and listed on Schedule III and those license agreements entered into after the date hereof which by their terms prohibit assignment or a grant of a security interest by such Grantor as licensee thereunder).

"*Obligations*" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"*Patent License*" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

"*Patents*" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or any other country, all registrations

and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule IV, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"*Perfection Certificate*" shall mean a certificate substantially in the form of Annex 2 hereto, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by a Financial Officer of or legal counsel for the Company.

"*Proceeds*" shall mean any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property which constitutes Collateral, and shall include, (a) any claim of any Grantor against any third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (i) past, present or future infringement of any Patent now or hereafter owned by any Grantor, or licensed under a Patent License, (ii) past, present or future infringement or dilution of any Trademark now or hereafter owned by any Grantor or licensed under a Trademark License or injury to the goodwill associated with or symbolized by any Trademark now or hereafter owned by any Grantor, (iii) past, present or future breach of any License and (iv) past, present or future infringement of any Copyright now or hereafter owned by any Grantor or licensed under a Copyright License and (b) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"*Secured Parties*" shall mean (a) the Lenders, (b) the Administrative Agent, (c) the Collateral Agent, (d) each counterparty to a Hedging Agreement entered into with the Company or any of the Borrowers or any Loan Party if such counterparty was a Lender at the time the Hedging Agreement was entered into, (e) the beneficiaries of each indemnification obligation undertaken by any Grantor under any Loan Document and (f) the successors and assigns of each of the foregoing.

"*Security Interest*" shall have the meaning assigned to such term in Section 2.01.

"*Trademark License*" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

"*Trademarks*" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule V, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 1.03. *Rules of Interpretation*. The rules of interpretation specified in Section 1.03 of the Credit Agreement shall be applicable to this Agreement.

ARTICLE II

Security Interest

SECTION 2.01. *Security Interest*. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in, to and under the Collateral (the "*Security Interest*"). Without limiting the foregoing, the Collateral Agent is hereby authorized to file one or more financing statements (including fixture filings other than in real

estate records (except in the case of Mortgaged Properties) and other than fixture filings requiring metes and bounds descriptions), continuation statements, filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office) for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party.

SECTION 2.02. *No Assumption of Liability*. The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

SECTION 2.03. *Consents*. The Company and each Grantor shall use its commercially reasonable best efforts to obtain any consent of any Persons necessary to permit the grant of the Security Interest with respect to Collateral consisting of General Intangibles, Inventory, Intellectual Property subject to Licenses and Equipment owned or leased by a Grantor which, in any case, is subject to or consists of agreements with such other Persons. The Company and the Grantors, in the exercise of their commercially reasonable best efforts, shall not be required to pay any consideration to obtain the consent of any Person pursuant to this Section 2.03. To the extent that the grant of the Security Interest with respect to any such Collateral is prohibited in the absence of a consent under such an agreement, and until such consent has been obtained, no Security Interest shall be deemed granted hereunder with respect to such Collateral. In the event such Collateral consists of Equity Interests in a Joint Venture Subsidiary or other entity, each Grantor will comply with the provisions of Sections 5.13(c) and 6.02(b) of the Credit Agreement relating thereto. Any material consent not obtained by any Grantor hereunder with respect to Collateral subject to this Section 2.03 shall be listed in Schedule VI attached hereto, as the same may be supplemented by the Grantors from time to time.

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ARTICLE III

Representations and Warranties

The Grantors jointly and severally represent and warrant to the Collateral Agent and the Secured Parties that:

SECTION 3.01. *Title and Authority.* Each Grantor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Collateral Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person other than any consent or approval which has been obtained or, if not obtained, is reflected on Schedule VI hereto if material.

SECTION 3.02. *Filings.* (a) The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein is correct and complete in all material respects. Fully executed Uniform Commercial Code financing statements (including fixture filings, as applicable, other than in real estate records (except in the case of Mortgaged Properties) and other than fixture filings requiring metes and bounds descriptions) have been delivered to the Collateral Agent for filing in each governmental, municipal or other office specified in Schedule 6 to the Perfection Certificate, which are all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Collateral consisting of United States Patents, Trademarks and Copyrights) that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral to the extent that the Security Interest may be perfected by filing, recording or registration under the Uniform Commercial Code of any State of the United States or the District of Columbia and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration under the Uniform Commercial Code of any such State or the District of Columbia is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements.

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(b) Each Grantor represents and warrants that fully executed security agreements in the form hereof and containing a description of all Collateral consisting of Intellectual Property with respect to United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and United States registered Copyrights have been delivered to the Collateral Agent for recording by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral consisting of Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States Patent and Trademark Office or the United States Copyright Office, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration with the United States Patent and Trademark Office or the United States Copyright Office is necessary (other than such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

SECTION 3.03. *Validity of Security Interest.* The Security Interest constitutes (a) a valid security interest in all the Collateral securing the payment and performance of the Obligations, (b) subject to the filings described in Section 3.02 above, a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement pursuant to the Uniform Commercial Code in such jurisdictions and (c) a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, within the three month period (commencing as of the date hereof) pursuant to 35 U.S.C. § 261 or 15 U.S.C. § 1060 or the one month period (commencing as of the date hereof) pursuant to 17 U.S.C. § 205. The Security Interest is and shall be prior to any other Lien on any of the Collateral, other than Liens expressly permitted to be prior to the Security Interest pursuant to Section 6.02 of the Credit Agreement.

SECTION 3.04. *Absence of Other Liens.* The Collateral is owned by the Grantors free and clear of any Lien, except

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for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. The Grantor has not filed or consented to the filing of (a) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Collateral, (b) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (c) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement.

ARTICLE IV

Covenants

SECTION 4.01. *Change of Name; Location of Collateral; Records; Place of Business.* (a) Each Grantor agrees promptly to notify the Collateral Agent in writing of any change (i) in its corporate name, (ii) in the location of its chief executive office, its principal place of business, any office in which it maintains books or records relating to Collateral owned by it or any office or facility at which Collateral owned by it is located (including the establishment of any such new office or facility), (iii) in its corporate structure or (iv) in its Federal Taxpayer Identification Number. Each Grantor agrees not to effect or permit any change referred to in the preceding sentence unless it shall have given the Collateral Agent 10 days notice of such change and shall promptly make all filings under the Uniform Commercial Code that are required in order for the Collateral Agent to continue at all times following such change to have a valid and perfected first priority security interest in all the Collateral. Each Grantor agrees promptly to notify the Collateral Agent if any material portion of the Collateral owned or held by such Grantor is damaged or destroyed.

(b) Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Collateral owned by it as is consistent with its current practices, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of the Collateral, and, at such time or times as the Collateral Agent may reasonably

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request, promptly to prepare and deliver to the Collateral Agent a duly certified schedule or schedules in form and detail satisfactory to the Collateral Agent showing the identity, amount and location of any and all Collateral.

SECTION 4.02. *Periodic Certification.* Each year, at the time of delivery of annual financial statements with respect to the preceding fiscal year pursuant to Section 5.01 of the Credit Agreement, the Company shall deliver to the Collateral Agent a certificate executed by a Financial Officer of or legal counsel for the Company (a) setting forth the information required pursuant to Section 2 of the Perfection Certificate or confirming that there has been no change in such information since the date of such certificate or the date of the most recent certificate delivered pursuant to Section 4.02 and (b) certifying that all Uniform Commercial Code financing statements (including fixture filings, as applicable, other than in real estate records (except in the case of Mortgaged Properties) and other than fixture filings requiring metes and bounds descriptions), containing a description of the Collateral have been filed of record in each governmental, municipal or other appropriate office in each jurisdiction identified pursuant to clause (a) above to the extent necessary to protect and perfect the Security Interest for a period of not less than 18 months after the date of such certificate (except as noted therein with respect to any continuation statements to be filed within such period). Each certificate delivered pursuant to this Section 4.02 shall identify in the format of Schedule II, III, IV or V, as applicable, all Intellectual Property of any Grantor in existence on the date thereof and not then listed on such Schedules or previously so identified to the Collateral Agent.

SECTION 4.03. *Protection of Security.* Each Grantor shall, at its own cost and expense, take any and all actions reasonably necessary to defend title to the Collateral against all persons and to defend the Security Interest of the Collateral Agent in the Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 6.02 of the Credit Agreement.

SECTION 4.04. *Further Assurances.* Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution

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and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements (including fixture filings other than in real estate records (except in the case of Mortgaged Properties) and other than fixture filings requiring metes and bounds descriptions) or other documents in connection herewith or therewith. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be forthwith pledged and delivered to the Collateral Agent, duly endorsed in a manner satisfactory to the Collateral Agent. Each Grantor further agrees that it will not take any action or permit any action to be taken that would cause any membership interest in a limited liability company or partnership interest pledged hereunder, including Equity Interests of any Joint Venture Subsidiary or other joint venture, to become a "security" as defined in Article 8 of the Uniform Commercial Code of any State or the District of Columbia.

Without limiting the generality of the foregoing, each Grantor hereby authorizes the Collateral Agent, with prompt written notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule II, III, IV or V hereto or adding additional schedules hereto to specifically identify any asset or item that constitutes Copyrights, Licenses, Patents or Trademarks; *provided, however*, that any Grantor shall have the right, exercisable within 10 days after it has been notified by the Collateral Agent of the specific identification of such Collateral, to advise the Collateral Agent in writing of any inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that it will use its reasonable best efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within 30 days after the date it has been notified by the Collateral Agent of the specific identification of such Collateral; *provided* that the Collateral Agent shall make no filings with respect to such Collateral until the expiration of such 30 day period.

SECTION 4.05. *Inspection and Verification*. The Collateral Agent and such persons as the Collateral Agent may reasonably designate shall have the right, at the Grantors' own cost and expense, to inspect the Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located, to discuss the Grantors' affairs with the officers of the Grantors and their independent accountants and to verify under reasonable procedures the

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validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Collateral, including, in the case of Accounts or Collateral in the possession of any third person, by contacting Account Debtors in the event of and during the continuance of an Event of Default or the third person possessing such Collateral for the purpose of making such a verification. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party (it being understood that any such information shall be deemed to be "Information" subject to the provisions of Section 9.12)

SECTION 4.06. *Taxes; Encumbrances*. Subject to Section 5.05 of the Credit Agreement in the event of and during the continuance of an Event of Default, at its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted pursuant to Section 6.02 of the Credit Agreement, and may pay for the maintenance and preservation of the Collateral to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization; *provided, however*, that nothing in this Section 4.06 shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents; *provided that* the Collateral Agent, if it chooses to so act, shall be liable for its gross negligence or willful misconduct in so acting.

SECTION 4.07. *Assignment of Security Interest*. If at any time any Grantor shall take a security interest in any property of an Account Debtor or any other person to secure payment and performance of an Account to the extent permissible under the document granting a security interest, such Grantor shall promptly assign such security interest to the Collateral Agent. Such assignment need not be filed of public record unless necessary to continue the perfected status of the security interest against creditors of and transferees from the Account Debtor or other person granting the security interest.

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SECTION 4.08. *Continuing Obligations of the Grantors.* Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the Secured Parties from and against any and all liability for such performance.

SECTION 4.09. *Use and Disposition of Collateral.* None of the Grantors shall make or permit to be made an assignment, pledge or hypothecation of the Collateral or shall grant any other Lien in respect of the Collateral, except as expressly permitted by Sections 6.02 and 6.06 of the Credit Agreement. None of the Grantors shall make, nor shall they permit to be made, any sale, conveyance, lease, assignment, transfer or other disposition of any Collateral and each Grantor shall remain at all times in possession of the Collateral owned by it, except that (a) Inventory may be sold in the ordinary course of business and (b) unless and until the Collateral Agent shall notify the Grantors that an Event of Default shall have occurred and be continuing (which notification may be given by telephone if promptly confirmed in writing), the Grantors may use and dispose of the Collateral in any lawful manner not inconsistent with the provisions of this Agreement, the Credit Agreement or any other Loan Document.

SECTION 4.10. *Limitation on Modification of Accounts and on Intercompany Indebtedness.* (a) None of the Grantors will, without the Collateral Agent's prior written consent, grant any extension of the time of payment of any of the Accounts Receivable, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, compromises or settlements granted or made in the ordinary course of business or consistent with its good faith business judgment.

(b) Except in the case of intercompany Indebtedness owed to a Grantor that is evidenced by a promissory note or other instrument pledged by such Grantor and delivered to the Collateral Agent under the Credit Agreement, no Grantor will cause or permit any intercompany Indebtedness owed to it at any time to be evidenced or represented by any promissory note or similar instrument.

SECTION 4.11. *Insurance.* The Grantors, at their own expense, shall maintain or cause to be maintained insurance

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covering physical loss or damage to the Inventory and Equipment in accordance with Section 5.07 of the Credit Agreement. Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Collateral Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent deems advisable. All sums disbursed by the Collateral Agent in connection with this Section 4.11, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the Collateral Agent and shall be additional Obligations secured hereby.

SECTION 4.12. *Covenants Regarding Patent, Trademark and Copyright Collateral*. (a) Each Grantor agrees that it will not, and it will exercise its reasonable best efforts to ensure that its licensees will not, do any act, or omit to do any act, whereby any Patent which is material to the conduct of the business of the Company and its Restricted Subsidiaries (taken as a whole) (a "Material Patent") may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a Material Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable patent laws.

(b) Each Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark material to the conduct of the business of the Company and its Restricted Subsidiaries (taken as a whole) (a "Material Trademark"), (i) maintain such Material Trademark in full force free from any claim of abandonment or invalidity for non-use, (ii) display such Trademark with notice of Federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable law and (iii) not knowingly use or

knowingly permit the use of such Material Trademark in violation of any third party rights.

(c) Each Grantor (either itself or through licensees) will, for each work covered by a Copyright material to the business of the Company and its Restricted Subsidiaries (taken as a whole) (a "Material Copyright") continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable copyright laws.

(d) Each Grantor shall notify the Collateral Agent promptly if it knows that any Material Patent, Material Trademark or Material Copyright is reasonably likely to become abandoned, lost or dedicated to the public, or of any material adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any such Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(e) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, unless it promptly informs the Collateral Agent, and, upon request of the Collateral Agent, executes and delivers any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's security interest in such Patent, Trademark or Copyright, and each Grantor hereby appoints the Collateral Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(f) Each Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States, to maintain and pursue each material application relating to the Material Patents, Material Trademarks and/or Material Copyrights (and to

obtain the relevant grant or registration) and to maintain each issued Material Patent and each registration of the Material Trademarks and Material Copyrights, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with the good business judgment of the Grantor, to initiate opposition, interference and cancelation proceedings against third parties.

(g) In the event that any Grantor has reason to believe that any Collateral consisting of a Material Patent, Material Trademark or Material Copyright has been or is about to be infringed, misappropriated or diluted by a third party in any material respect, such Grantor promptly shall notify the Collateral Agent and shall, if consistent with the good business judgment of the Grantor, sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral.

(h) Upon and during the continuance of an Event of Default, each Grantor shall use its reasonable best efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all of such Grantor's right, title and interest thereunder to the Collateral Agent or its designee.

ARTICLE V

Power of Attorney

Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Collateral Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Collateral Agent and the Secured Parties, upon the occurrence and during the continuance of an Event of Default (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Col-

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lateral; (d) to send verifications of Accounts Receivable to any Account Debtor; (e) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (g) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Collateral Agent; and (h) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes, in each case in a manner not inconsistent with the terms of this Agreement; *provided, however*, that nothing herein contained shall be construed as requiring or obligating the Collateral Agent or any Secured Party to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent or any Secured Party, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken or omitted to be taken by the Collateral Agent or any Secured Party with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of any Grantor or to any claim or action against the Collateral Agent or any Secured Party. It is understood and agreed that the appointment of the Collateral Agent as the agent and attorney-in-fact of the Grantors for the purposes set forth above is coupled with an interest and is irrevocable. The provisions of this Section shall in no event relieve any Grantor of any of its obligations hereunder or under any other Loan Document with respect to the Collateral or any part thereof or impose any obligation on the Collateral Agent or any Secured Party to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by the Collateral Agent or any Secured Party of any other or further right which it may have on the date of this Agreement or hereafter, whether hereunder, under any other Loan Document, by law or otherwise.

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ARTICLE VI

Remedies

SECTION 6.01. *Remedies upon Default.* Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver each item of Collateral to the Collateral Agent forthwith on demand, and it is agreed that the Collateral Agent shall have the right to take any of or all the following actions at the same or different times (subject to any mandatory requirements of law that cannot be waived by contract): (a) with respect to any Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to the Collateral Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass to enter any premises owned or leased by the Grantors where the Collateral may be located for the purpose of taking possession of or removing the Collateral and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate; *provided* that any sale by the Collateral Agent of Equity Interests in any Joint Venture Subsidiary or any other joint venture pursuant to this Section shall be subject to and made only in accordance with all applicable Joint Venture Restrictions (and each Pledgor agrees that it will cooperate with the Collateral Agent in complying with any such Joint Venture Restrictions in connection with any such sale). The Collateral Agent shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and

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upon consummation of any such sale the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-504(3) of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral

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or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

SECTION 6.02. *Application of Proceeds*. The Collateral Agent shall apply promptly the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash, as follows:

FIRST, to the payment of all costs and expenses incurred by the Administrative Agent or the Collateral Agent (in its capacity as such hereunder or under any other Loan Document) in connection with such collection or sale or otherwise in connection with this Agreement or any of the Obligations, including all court costs and the reasonable fees and expenses of its agents and legal counsel, the repayment of all advances made by the Collateral Agent hereunder or under any other Loan Document on behalf of any Grantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of the Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Obligations owed to them on the date of any such distribution); and

THIRD, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

Upon any sale of the Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

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SECTION 6.03. *Grant of License to Use Intellectual Property*. For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Article at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sub-license any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to the extent permitted by the applicable license all computer software and programs used for the compilation or printout thereof. The use of such license by the Collateral Agent shall be exercised, at the option of the Collateral Agent, upon the occurrence and during the continuation of an Event of Default.

ARTICLE VII

Miscellaneous

SECTION 7.01. *Notices*. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Guarantor shall be given to it at its address or telecopy number set forth on Schedule I, with a copy to the Company.

SECTION 7.02. *Security Interest Absolute*. All rights of the Collateral Agent hereunder, the Security Interest and all obligations of the Grantors hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense

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available to, or a discharge of, any Grantor in respect of the Obligations or this Agreement.

SECTION 7.03. *Survival of Agreement.* All covenants, agreements, representations and warranties made by any Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the Secured Parties and shall survive the making by the Lenders of the Loans, and the execution and delivery to the Lenders of any notes evidencing such Loans, regardless of any investigation made by the Lenders or on their behalf, and shall continue in full force and effect until this Agreement shall terminate.

SECTION 7.04. *Binding Effect; Several Agreement.* This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 7.05. *Successors and Assigns.* Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 7.06. *Collateral Agent's Fees and Expenses; Indemnification.* (a) Each Grantor jointly and severally agrees to pay upon demand to the Collateral Agent the amount of any and all reasonable expenses, including the reasonable fees, disbursements and other charges of its counsel and of any experts or agents, which the Collateral Agent may incur

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in connection with (i) the administration of this Agreement, (ii) the custody or preservation of, or the sale of, collection from or other realization upon any of the Collateral, (iii) the exercise, enforcement or protection of any of the rights of the Collateral Agent hereunder or (iv) the failure of any Grantor to perform or observe any of the provisions hereof.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor jointly and severally agrees to indemnify the Collateral Agent and the other Indemnitees against, and hold each of them harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable fees, disbursements and other charges of counsel, incurred by or asserted against any of them arising out of, in any way connected with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating hereto or to the Collateral, whether or not any Indemnitee is a party thereto; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(c) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 7.06 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Loans, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Collateral Agent or any Lender. All amounts due under this Section 7.06 shall be payable on written demand therefor.

SECTION 7.07. *GOVERNING LAW*. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 7.08. *Waivers; Amendment*. (a) No failure or delay of the Collateral Agent in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or

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power. The rights and remedies of the Collateral Agent hereunder and of the Collateral Agent, the Administrative Agent and the Lenders under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or any other Loan Document or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Grantor in any case shall entitle such Grantor or any other Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.02 of the Credit Agreement.

SECTION 7.09. *WAIVER OF JURY TRIAL.* **EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.09.**

SECTION 7.10. *Severability.* In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction).

SECTION 7.11 *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together

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shall constitute but one contract (subject to Section 7.04), and shall become effective as provided in Section 7.04. Delivery of an executed signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 7.12. *Headings*. Article and Section headings used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 7.13. *Jurisdiction; Consent to Service of Process*. (a) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final, nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Collateral Agent, the Administrative Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against any Grantor or its properties in the courts of any jurisdiction.

(b) Each Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 7.01. Nothing in this Agreement will affected the right of any party to this Agreement to serve process in any other manner permitted by law.

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SECTION 7.14. *Termination*. This Agreement and the Security Interest shall terminate when all the Obligations have been indefeasibly paid in full and the Lenders have no further commitment to lend, the L/C Exposure has been reduced to zero and the Issuing Bank has no further commitment to issue Letters of Credit under the Credit Agreement, at which time the Collateral Agent shall execute and deliver to the Grantors, at the Grantors' expense, all Uniform Commercial Code termination statements and similar documents which the Grantors shall reasonably request to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 7.14 shall be without recourse to or warranty by the Collateral Agent. A Guarantor or a Borrower shall automatically be released from its obligations hereunder and the Security Interest in the Collateral of such Guarantor shall be automatically released in the event that all the capital stock of such Guarantor or Borrower shall be sold, transferred or otherwise disposed of to a person that is not an Affiliate of the Company in accordance with the terms of the Credit Agreement; *provided* that the Required Lenders shall have consented to such sale, transfer or other disposition (if required by the Credit Agreement) and the terms of such consent did not provide otherwise. The Security Interest in Collateral which is disposed of by a Grantor to a person other than another Grantor in a transaction permitted by Section 6.05 of the Credit Agreement shall be automatically released except with respect to the Proceeds received therefor.

SECTION 7.15. *Additional Grantors*. Upon execution and delivery by the Collateral Agent and a Subsidiary of an instrument in the form of Annex 3 hereto, such Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any such instrument shall not require the consent of any Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

SECTION 7.16. *Compliance with Laws*. Notwithstanding anything herein which may be construed to the contrary, no action shall be taken by any of the Collateral Agent and the Secured Parties with respect to the Licenses or any license of the Federal Communications Commission ("*FCC*") unless and

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until any required approval under the Federal Communications Act of 1934, and any applicable rules and regulations thereunder, requiring the consent to or approval of such action by the FCC or any governmental or other authority, have been satisfied and, to the extent applicable, any remedial action taken with respect to the Collateral or any Security Interest granted therein by the Collateral Agent and the Secured parties shall be subject to other applicable laws.

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

RCN CORPORATION,

By_____
Name:
Title:

RCN Services, Inc.,

By_____
Name:
Title:

TEC Air, Inc.,

By_____
Name:
Title:

RCN Financial Management, Inc.,

By_____
Name:
Title:

ENET Holding, Inc.,

By_____
Name:
Title:

UNET Holding, Inc.,

By_____
Name:
Title:

Interport Commmunications Corp.,

By_____
Name:
Title:

JavaNet, Inc.,

By_____
Name:
Title:

RCN Telecom Services of Pennsylvania, Inc.,

By_____
Name:
Title:

North American Internet, Inc.,

By_____
Name:
Title:

C-TEC Financial Services, Inc.,

By_____
Name:
Title:

RCN Cable Systems, Inc.,

By_____
Name:
Title:

C-TEC Cable System Services, Inc.,

By_____
Name:
Title:

RCN of New Jersey, Inc.,

By_____
Name:
Title:

RCN of Southeast New York, Inc.,

By_____
Name:
Title:

RCN Telecom Services of Southeast New York, Inc.,

By_____
Name:
Title:

RCN Long Distance Company,

By_____
Name:
Title:

RCN International Holdings, Inc.,

By_____
Name:
Title:

RCN Telecom Services, Inc.,

By_____
Name:
Title:

RCN Operating Services, Inc.,

By_____
Name:
Title:

RCN Telecom Services of Massachusetts, Inc.,

By_____
Name:
Title:

RCN Telecom Services of New York, Inc.,

By_____
Name:
Title:

RCN Telecom Services of Delaware, Inc.,

By_____
Name:
Title:

RCN Telecom Services of California, Inc.,

By_____
Name:
Title:

RCN Telecom Services of Philadelphia, Inc.,

By_____
Name:
Title:

RCN Telecom Services of
Washington, D.C., Inc.,

By_____
Name:
Title:

Freedom New York L.L.C.,

By_____
Name:
Title:

FNY Holding Company, Inc. ,

By_____
Name:
Title:

THE CHASE MANHATTAN BANK, as
Collateral Agent,

By_____
Name:
Title:

registered owner, the registration number and the expiration date of each Patent, Patent License, Trademark and Trademark License owned by any Grantor. Attached hereto as Schedule 11(B) in proper form for filing with the United States Copyright Office is a schedule setting forth all of each Grantor's Copyrights and Copyright Licenses, including the name of the registered owner, the registration number and the expiration date of each Copyright or Copyright License owned by any Grantor.

IN WITNESS WHEREOF, the undersigned have duly executed this certificate on this [ ] day of [ ].

RCN CORPORATION,

By _____
Name: John Jones
Title: General Counsel

RCN Telecom Services of
Washington, D.C., Inc.,

By_____
Name:
Title:

Freedom New York L.L.C.,

By_____
Name:
Title:

FNY Holding Company, Inc. ,

By_____
Name:
Title:

THE CHASE MANHATTAN BANK, as
Collateral Agent,

By_____
Name: B. JOSEPH LILLIS
Title: MANAGING DIRECTOR

[NYCorp;818665.5:4315A:06/02/1999--2:04a]

SCHEDULE I
Guarantors

Name of Guarantor	Address
RCN Financial Management, Inc. (Borrower)	105 Carnegie Center, Princeton, NJ 08540
ENET Holding, Inc. (Borrower)	7921 Woodruff Court, Springfield, VA 22151
UNET Holding, Inc. (Borrower)	313 Boston Post Road, West Marlborough, MA 01752
Interport Communications Corp. (Borrower)	1133 Avenue of the Americas, New York, NY 10017
JavaNet, Inc. (Borrower)	1 Federal Street, Springfield, MA 01105
RCN Cable Systems, Inc. (Borrower)	105 Carnegie Center, Princeton, NJ 08540
RCN Telecom Services of Pennsylvania, Inc. (Borrower)	5508 Norbath Boulevard, Northampton, PA 18067
RCN Services, Inc.	105 Carnegie Center, Princeton, NJ 08540
TEC Air, Inc.	105 Carnegie Center, Princeton, NJ 08540
North American Internet, Inc.	1 Federal Street, Springfield, MA 01105
C-TEC Financial Services, Inc.	105 Carnegie Center, Princeton, NJ 08540
C-TEC Cable System Services, Inc.	105 Carnegie Center, Princeton, NJ 08540
RCN of New Jersey, Inc.	279 Amwell Road, Somerville, NJ 08876
RCN of Southeast New York, Inc.	21 Old Route 6, Carmel, NY 10512
RCN Telecom Services of Southeast New York, Inc.	105 Carnegie Center, Princeton, NJ 08540
RCN Long Distance Company	105 Carnegie Center, Princeton, NJ 08540
RCN International Holdings, Inc.	105 Carnegie Center, Princeton, NJ 08540
RCN Telecom Services, Inc.	105 Carnegie Center, Princeton, NJ 08540
RCN Operating Services, Inc.	105 Carnegie Center, Princeton, NJ 08540
RCN Telecom Services of Massachusetts, Inc.	419 Boylston Street, Boston, MA 02116
RCN Telecom Services of New York, Inc.	1133 Avenue of the Americas, New York, NY 10017

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None

Schedule III to the Security Agreement
RCN Corporation and Subsidiaries
FCC and State Authorizations

Company Name	Service	Jurisdiction(s) in which Company has Authority
RCN Cable Systems, Inc. (formerly C-TEC Cable Systems, Inc.)	- Private Land Mobile Radio - Receive Only Satellite Earth Station	DE DE
RCN of Southeast New York, Inc. (formerly C-TEC Cable Systems of New York, Inc.)	- Receive only Satellite Earth Station - Private Land Mobile Radio	PA, NY PA, NY
RCN Telecom Services of Southeast New York, Inc. (formerly Fiberfone of New York, Inc.; formerly Fiberphone, Inc.; formerly Residential Communications Network of New York, Inc.)	- IXC and CLEC	NY
Freedom New York, L.L.C.	- Private Operational Fixed Microwave (FCC)	DE, NJ, NY, PA, VA
Home Link Communications of Princeton, L.P.	- Receive-Only Satellite Earth Station	N/A
RCN of New Jersey, Inc. (formerly known as ComVideo Systems, Inc.)	- Private Land Mobile Radio - Receive-Only Satellite Earth Station	NJ, PA NJ, PA
RCN-BecoCom, L.L.C. (formerly RCN-BETG, LLC)	- FCC Section 214 (global)	MA
RCN Long Distance Company (formerly Commonwealth Long Distance Company)	- FCC Section 214 (resale of public switched service - IXC - Operator Services	PA All 50 states MD, MA, NJ, NY
RCN Telecom Services, Inc.	- FCC Section 214 (global)	Granted by FCC to DE and all current and future wholly-owned subsidiaries
RCN Telecom Services of Arizona, Inc.	- IXC and CLEC	AZ
RCN Telecom Services of California, Inc.	- IXC and CLEC	CA
RCN Telecom Services of	- IXC and CLEC	CT

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Connecticut, Inc.		
RCN Telecom Services of Delaware, Inc.	- CLEC and Competitive Intrastate Provider	DE
RCN Telecom Services of Maine, Inc.	- CLEC Resale and IXC Resale	ME
RCN Telecom Services of Maryland, Inc. d/b/a RCN of Maryland	- IXC and CLEC	MD
RCN Telecom Services of Massachusetts, Inc. d/b/a RCN of New England (formerly Residential Communications network of Massachusetts, Inc. d/b/a RCN of New England)	- IXC, CLEC and Operator Services	MA
RCN Telecom Services of New Hampshire, Inc.	- CLEC	NH
RCN Telecom Services of New Jersey, Inc. d/b/a RCN of New Jersey	- IXC and CLEC	NJ
RCN Telecom Services of New York, Inc. d/b/a RCN of New York (formerly Residential Communications Network of New York, Inc.; formerly UrbanNet of New York, Inc.)	- Private Operational Fixed Microwave (FCC)[1] - IXC, CLEC and Operator Services	NJ, NY, PA NY
RCN Telecom Services of Pennsylvania, Inc. d/b/a RCN of Pennsylvania (formally C-TEC Cable Systems of Pennsylvania, Inc.)	- Private Land Mobile Radio - Receive-Only Satellite Earth Station - Reseller of Toll Services - CLEC - CAP	PA PA PA PA PA
RCN Telecom Services of Philadelphia, Inc. d/b/a RCN of Philadelphia	- Reseller of Toll Services - CLEC - CAP	PA PA PA
RCN Telecom Services of Rhode Island, Inc.	- CLEC and Competitive Intrastate Provider	RI
RCN Telecom Services of Vermont, Inc.	- IXC and CLEC	VT
RCN Telecom Services of Virginia, Inc. d/b/a RCN of	- IXC and CLEC	VA

[1] Please note: RCN currently is in the process of migrating its customers from microwave services to fiber based services. As RCN constructs fiber in New York, RCN will convert a microwave building to a fiber based building. Upon conversion, RCN will no longer need to use FCC microwave license.

Virginia		
RCN Telecom Services of Washington, D.C., inc.	- CLEC	DE, DC, MD, VA
Starpower Communications, LLC	- CLEC - IXC and CLEC - IXC	CO, DC, FL, MD, MO, NV, NH, NJ, NY, OH, PA, TX, VA MD, VA NJ, OH

Schedule IV to the
Security Agreement

PATENTS

None

{NYCORP;218665}

RCN TELECOM SERVICES, INC.
SCHEDULE OF PENDING TRADEMARKS

Mark	Serial No	Date of Application	Goods/Service
~~RCN & Design~~ on side	~~75/013,069~~	10/31/95	Providing local and long distance telephone service, transmission of cable radio and television, and providing telecommunications connections to a global computer network.
~~RCN STARCINEMA~~	~~75/095,155~~	3/26/96	Providing video entertainment services in the nature of pay-per-view television programming and video-on-demand programming.
~~RCN STARADVANTAGE~~	~~75/078,628~~	3/26/96	Telephone, cable television, and global computer information network telecommunications services featuring bonus and incentive award programs for frequent users.

Mark	Serial No.	Date of Application	Goods/Service
~~FIBERSPEED~~	~~75/336,917~~	8/6/97	Providing access to a global computer network via cable modem.
~~MEGABAND~~	~~75/336,972~~	8/6/98	Providing local and long distance telephone service, transmission of cable radio and television, and providing telecommunications connections to a global computer network.
~~STARMAN~~ (typed)	~~75/460,039~~	4/2/98	Providing local, long distance telephone service, transmission of cable radio and television, and providing telecommunications connections to a global computer network.
~~THE LIVE WIRE OF~~ COMMUNICATIONS	~~75/432,947~~	2/12/98	Providing local and long distance telephone service, transmission of cable radio and television.
~~EXPERIENCE THE SPEED~~	~~75/519,101~~	7/15/98	Providing access to a global computer network via cable modem (Class 38). The mark is used by applying it to brochures, advertising and promotional materials, displays, signs, letterhead, business cards and in other customary ways.
~~STAREXPLORER~~	~~75/139,459~~	7/12/96	Telecommunications services, namely, providing access to a global electronic computer communications network. (Internet access package).
~~STARVOYAGER~~	~~75/130,987~~	7/12/96	Providing access to global electronic computer communications network. (Internet access package).
~~RCN TRUE LOCAL~~ NETWORK	~~75/663,944~~	3/19/99	Residential telecommunications services, namely providing local and long distance telephone service, transmission of cable radio and television, and providing telecommunications connections to a global computer network and to electronic information and home shopping services (Class 38)

Mark	Serial No.	Date of Application	Goods/Service
~~H.N TRUE LOCAL~~ NETWORK	~~75/663,943~~	3/19/99	Residential telecommunications services, namely providing local and long distance telephone service, transmission of cable radio and television, and providing telecommunications connections to a global computer network and to electronic information and home shopping services (Class 38)
~~RCN THE LIVE WIRE~~ OF COMMUNICATIONS	~~75/654,561~~	3/8/99	Residential telecommunications services, namely providing local and long distance telephone service, transmission of cable radio and television, and providing telecommunications connections to a global computer network and to electronic information and home shopping services (Class 38)
~~RCN THE LIVE WIRE~~ OF COMMUNICATIONS & DESIGN	~~75/654,562~~	3/8/99	Residential telecommunications services, namely providing local and long distance telephone service, transmission of cable radio and television, and providing telecommunications connections to a global computer network and to electronic information and home shopping services (Class 38)
~~RCN.COM~~	~~75/648,649~~	2/23/99	Providing telecommunications connections to a global computer network (Class 38)
~~RCNBANK~~	~~75/548,579~~	9/8/98	Providing banking, financial, and investment services and information via a global communications network (Class 36)
A BETTER CHOICE IN INTERNET SERVICE			[To be filed]
A BETTER CHOICE IN PHONE, CABLE & INTERNET SERVICE			[To be filed]

Mark	Serial No.	Date of Application	Goods/Service
~~INTERPORT~~ & Design	~~75/103,854~~	5/14/96	Providing multi-user access to a global computer information network for the transfer of a wide range of information; Compu consultation (Classes 100 & 101) **(Applicant: INTERPORT COMMUNICATIONS CORP.)**

Mark	Serial No.	Date of Application	Goods/Service
~~EROL'S.COM~~	~~75/121,083~~	2/2/97	6 month extension of time to file Statement of Use runs to 6/2/99 **(Applicant: ENET HOLDING, INC.)**
~~EROL'S~~ (STYLIZED)	~~75,121,081~~	6/9/98	6 month extension of time to file Statement of Use runs to 6/9/99 **(Applicant: ENET HOLDING, INC.)**
~~EROL'S~~ (STYLIZED)	~~75,121,082~~	12/9/97	6 month extension of time to file Statement of Use runs to 6/9/99 **(Applicant: ENET HOLDING, INC.)**
~~EROL'S~~ INTERNET	~~75,121,079~~	6/9/98	6 month extension of time to file Statement of Use runs to 6/9/99 **(Applicant: ENET HOLDING, INC.)**
~~EROL'S~~ INTERNET logo	~~75,348,522~~	8/28/97	**(Applicant: ENET HOLDING, INC.)**
~~THE FASTEST WAY~~ TO THE WORLD	~~75,345,154~~	8/22/97	**(Applicant: ENET HOLDING, INC.)**
~~EROL'S STORE~~	~~75,428,956~~	2/4/98	**(Applicant: ENET HOLDING, INC.)**

RCN TELECOM SERVICES, INC.
SCHEDULE OF REGISTERED TRADEMARKS

Mark	Registration No.	Date of Registration	Goods/Service
~~STARPASS~~	~~2,122,780~~	12/23/97	Providing telecommunications connections to a global electronic communications network. (Internet Access Service)
~~STARPASS & DESIGN~~	~~2,148,917~~	4/7/98	Providing telecommunications connections to a global electronic communications network. (Internet Access Service)
~~STARVOICE~~	~~2,122,876~~	12/23/97	Telephone services.
~~YOUR PHONE.~~ YOURVIDEO. YOUR NETWORK.	~~2,196,192~~	10/13/98	Providing local and long distance telephone service, transmission of cable radio and television, and providing telecommunications connections to a global computer network.
~~STARVIEW~~	~~2,207,880~~	12/08/98	Providing cable television and video-on-demand services.
~~MISC DESIGN~~ (Starman Logo)	~~2,230,674~~	03/09/99	Providing local and long distance telephone service, transmission of cable radio and television, and providing telecommunications connections to a global computer network.

Kunz/RCNCorp/Trademark Master Schedule doc

[Form of]

PERFECTION CERTIFICATE

Reference is made to (a) the Credit Agreement dated as of June 3, 1999 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Company, RCN Telecom Services of Pennsylvania, Inc., RCN Cable systems, Inc., JavaNet, Inc., RCN Financial Management, Inc., UNET Holding, Inc., Interport Communications Corp. and ENET Holding, Inc. (the "*Borrowers*") the lenders from time to time party thereto (the "*Lenders*") and The Chase Manhattan Bank, as administrative agent for the Lenders (in such capacity, the "*Administrative Agent*") and Collateral Agent and (b) the Subsidiary Guarantee Agreement dated as of June 3, 1999 (as amended, supplemented or otherwise modified from time to time, the "*Guarantee Agreement*"), among the Guarantors named therein and the Collateral Agent.

The undersigned, a Financial Officer of the Company, hereby certifies the Collateral Agent and each other Secured Party as follows:

1. *Names*. (a) The exact corporate name of each Grantor, as such name appears in its respective certificate of incorporation, is as follows:

(b) Set forth below is each other corporate name each Grantor has had in the past five years.

(c) Except as set forth in Schedule 1 hereto, no Grantor has changed its identity or corporate structure in any way within the past five years. Changes in identity or corporate structure would include mergers, consolidations and acquisitions, as well as any change in the form, nature or jurisdiction of corporate organization.

(d) The following is a list of all other names (including trade names or similar appellations) used by each Grantor or any of its divisions or other business units in connection with the conduct of its business or the ownership of its properties at any time during the past five years:

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(e) Set forth below is the Federal Taxpayer Identification Number of each Grantor:

2. *Current Locations.* (a) The chief executive office of each Grantor is located at the address set forth opposite its name below:

Grantor	Mailing Address	County	State

[NYCORP;818665]

(b) Set forth below opposite the name of each Grantor are all locations where such Grantor maintains any books or records relating to any Accounts Receivable (with each location at which chattel paper, if any, is kept being indicated by an "*"):

Grantor	Mailing Address	County	State

(c) Set forth below opposite the name of each Grantor are all the places of business of such Grantor not identified in paragraph (a) or (b) above:

Grantor	Mailing Address	County	State

(d) Set forth below opposite the name of each Grantor are all the locations where such Grantor maintains any Collateral not identified above:

Grantor	Mailing Address	County	State

3. *Unusual Transactions.* All Accounts Receivable have been originated by the Grantors and all Inventory has been acquired by the Grantors in the ordinary course of business.

4. *File Search Reports.* Attached hereto as Schedule 4(A) are true copies of file search reports from the Uniform Commercial Code filing offices where filings described in Section 3.17 of the Credit Agreement are to be made. Attached hereto as Schedule 4(B) is a true copy of each financing statement or other filing identified in such file search reports.

5. *UCC Filings.* Duly signed financing statements on Form UCC-1 in substantially the form of Schedule 5 hereto have been prepared for filing in the Uniform Commercial Code filing office in each jurisdiction where a Grantor has Collateral as identified in Section 2 hereof.

6. *Schedule of Filings*. Attached hereto as Schedule 6 is a schedule setting forth, with respect to the filings described in Section 5 above, each filing and the filing office in which such filing is to be made.

7. *Filing Fees*. All filing fees and taxes payable in connection with the filings described in Section 5 above will be paid.

8. *Stock Ownership*. Attached hereto as Schedule 7 is a true and correct list of all the duly authorized, issued and outstanding stock partnership interests, limited liability company interests or other equity interests of the Company of each Subsidiary and the record and beneficial owners of such stock partnership interests, limited liability company interests or other equity interests of the Company. Also set forth on Schedule 7 is each equity investment of the Company and each Subsidiary that represents 50% or less of the equity of the entity in which such investment was made except for MegaCable, JuniorNet and Homelink.

9. *Debt Instruments*. Attached hereto as Schedule 8 is a true and correct list of all promissory notes and other evidence of indebtedness held by the Company and each Subsidiary that are required to be pledged under the Pledge Agreement, including all intercompany notes between the Company and each Subsidiary of the Company and between each Subsidiary of the Company and each other such Subsidiary.

10. *Mortgage Filings*. Attached hereto as Schedule 10 is a schedule setting forth, with respect to each Mortgaged Property, (i) the exact corporate name of the entity that owns such property as such name appears in its certificate of formation, (ii) if different from the name identified pursuant to clause (i), the exact name of the current record owner of such property reflected in the records of the filing office for such property identified pursuant to the following clause and (iii) the filing office in which a Mortgage with respect to such property must be filed or recorded in order for the Collateral Agent to obtain a perfected security interest therein.

11. *Intellectual Property*. Attached hereto as Schedule 11(A) in proper form for filing with the United States Patent and Trademark Office is a schedule setting forth all of each Grantor's Patents, Patent Licenses, Trademarks and Trademark Licenses, including the name of the registered owner, the registration number and the expiration date of each Patent, Patent License, Trademark and Trademark License owned by any Grantor. Attached hereto as

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Schedule 11(B) in proper form for filing with the United States Copyright Office is a schedule setting forth all of each Grantor's Copyrights and Copyright Licenses, including the name of the registered owner, the registration number and the expiration date of each Copyright or Copyright License owned by any Grantor.

IN WITNESS WHEREOF, the undersigned have duly executed this certificate on this [ ] day of [ ].

RCN CORPORATION,

By_____
Name: John Jones
Title: General Counsel

[NYCOPP;818665]

SUPPLEMENT NO. __ dated as of , to the Security Agreement dated as of June 3, 1999, among RCN Corporation, a Delaware corporation (the "*Company*"), and each subsidiary of the Borrower listed on Schedule I thereto (each such subsidiary individually a "*Guarantor*" and, collectively, the "*Guarantors*"; the Guarantors and the Company are referred to collectively herein as the "*Grantors*") and THE CHASE MANHATTAN BANK ("*Chase*"), as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined herein).

A. Reference is made to (a) the Credit Agreement dated as of June 3, 1999 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Company, RCN Telecom Services of Pennsylvania, Inc., RCN Cable Systems, Inc., JavaNet, Inc., RCN Financial Management, Inc., UNET Holding, Inc., Interport Communications Corp. and ENET Holding, Inc. (the "*Borrowers*") the lenders from time to time party thereto (the "*Lenders*") and Chase, as administrative agent for the Lenders (in such capacity, the "*Administrative Agent*") and Collateral Agent and (b) the Subsidiary Guarantee Agreement dated as of June 3, 1999 (as amended, supplemented or otherwise modified from time to time, the "*Guarantee Agreement*"), among the Guarantors named therein and the Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement and the Credit Agreement.

C. The Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans and the Issuing Bank to issue Letters of Credit. Pursuant to Section 5.12 of the Credit Agreement, each Subsidiary Loan Party of the Company that was not in existence or not a Subsidiary Loan Party on the date of the Credit Agreement is required to enter into the Security Agreement upon becoming a Subsidiary Loan Party. Section 7.15 of Security Agreement provides that additional Subsidiaries of the Company may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "*New Grantor*") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional

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Letters of Credit as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 7.15 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct in all material respects on and as of the date hereof. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Obligations (as defined in the Security Agreement), does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Grantor's right, title and interest in and to the Collateral (as defined in the Security Agreement) of the New Grantor. Each reference to a "Grantor" in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Grantor and the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the location of any and all Collateral of the New Grantor and (b) set forth under its

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signature hereto, is the true and correct location of the chief executive office of the New Grantor.

SECTION 5. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction).

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the Security Agreement. All communications and notices hereunder to the New Grantor shall be given to it at the address set forth under its signature below.

SECTION 9. The New Grantor agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

[NAME OF NEW GRANTOR],

By_____
Name:
Title:

[NYCORP:818665]

THE CHASE MANHATTAN BANK, as
Collateral Agent,

By_____
Name:
Title:

Schedule I
to Supplement No. [ ]
to the Security Agreement

LOCATION OF COLLATERAL

Description	Location

[NYCORP,818665]