

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT SUPPLEMENT
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DATA TRANSMISSION NETWORK CORPORATION		10/31/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	WACHOVIA BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT FOR THE JUNIOR LENDERS
Street Address:	ONE WACHOVIA CENTER, 301 S. COLLEGE STREET
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28288
Entity Type:	NATIONAL ASSOCIATION: UNKNOWN

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2765556	ROVER
Registration Number:	1785852	
Registration Number:	1659521	DTN
Registration Number:	1724276	DTN AGDAILY
Registration Number:	2346375	DTN AGDAYTA
Registration Number:	1515187	DTN DATA TRANSMISSION NETWORK CORPORATION
Registration Number:	2225611	DTN INFOMAIL
Registration Number:	1837019	DTNSTANT
Registration Number:	1793302	FARMDAYTA
Registration Number:	1934689	FARMDAYTA
Registration Number:	1562862	FARMDAYTA
Registration Number:	1934582	FARMDAYTA ELITE
Registration Number:	1936413	FARMDAYTA ELITE PLUS
Registration Number:	1781720	NEWS ... NOT HISTORY

CH \$390.00 2765556

Registration Number: 1907729 PROFIT FRIENDLY

CORRESPONDENCE DATA

Fax Number: (212)878-8375

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 878-8000

Email: trademark.group@cliffordchance.com

Correspondent Name: CLIFFORD CHANCE US LLP

Address Line 1: 200 PARK AVENUE

Address Line 4: NEW YORK, NEW YORK 10166

ATTORNEY DOCKET NUMBER:

8074/3

NAME OF SUBMITTER:

CHRISTINE BENTON

Total Attachments: 3

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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

WHEREAS, Data Transmission Network Corporation a Delaware corporation (herein referred to as the "Grantor"), having an address at 9110 W. Dodge Road, Suite 200, Omaha, Nebraska, 68114, (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "Trademarks"); and

WHEREAS, Data Transmission Network Corporation, a Delaware corporation (the "Borrower"), DTN, LLC, a Delaware limited liability company ("DTN"), certain of the Borrower's and DTN's subsidiaries party thereto, each of the financial institutions from time to time party thereto (the "Junior Lenders") and Wachovia Bank, National Association, as administrative agent and collateral agent for the Junior Lenders have entered into a Credit and Guaranty Agreement (as amended, supplemented, restated or otherwise modified from time to time, the "Junior Credit Agreement") dated as of October 31, 2003.

WHEREAS, the Grantor has entered into a Security and Pledge Agreement dated as of October 31, 2003 among the Borrower, DTN, each subsidiary of the Borrower or DTN party thereto and Wachovia Bank, National Association, as collateral agent (in such capacity, the "Junior Collateral Agent") for the Junior Secured Parties (as defined in the Junior Security Agreement). (as amended, supplemented, restated or otherwise modified from time to time, the "Junior Security Agreement") in favor of the Junior Collateral Agent; and

WHEREAS, pursuant to the Junior Security Agreement, the Grantor has granted to the Junior Collateral Agent a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Grantor, and all reissues, extensions or renewals thereof, all Trademark Licenses and all proceeds thereof, including any claims by the Grantor against third parties for infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Junior Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further confirm, and put on the public record, its grant to Junior Collateral Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Junior Collateral Agent with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Junior Security Agreement; the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.


The Junior Collateral Agent's address is One Wachovia Center, 301 S. College Street, 5th Floor, NC-0537, Charlotte, North Carolina, 28288, attention Edward D. Ridenhour.

IN WITNESS WHEREOF, Data Transmission Network Corporation has duly executed or caused this Supplement to the Junior Security Agreement to be duly executed as of October 31, 2003.

NYB 1438153.1

**DATA TRANSMISSION NETWORK
CORPORATION**

By:


Name: *DAVID WADI*
Title: *CEO*

SCHEDULE 1-A TO THE TRADEMARK SECURITY AGREEMENT SUPPLEMENT

TRADEMARKS

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
ROVER	9/16/03	2,765,556
(Design Only)	8/3/93	1,785,852
DTN	10/8/91	1,659,521
DTN AGDAILY	10/13/92	1,724,276
DTN AGDAYTA	5/2/00	2,346,375
DTN DATA TRANSMISSION NETWORK CORPORATION	12/6/88	1,515,187
DTN INFOMAIL	2/23/99	2,225,611
DTNSTANT	5/17/94	1,837,019
FARMDAYTA	9/14/93	1,793,302
FARMDAYTA	11/14/95	1,934,689
FARMDAYTA (Stylized)	10/24/89	1,562,862
FARMDAYTA ELITE	11/14/95	1,934,582
FARMDAYTA ELITE PLUS	11/21/95	1,936,413
NEWS ... NOT HISTORY	7/13/93	1,781,720
PROFIT FRIENDLY	7/25/95	1,907,729

DOMAIN NAMES

bullseye.info
dayta.info
dtnergy.info
dtnergyx.info
dtn.info
dtniq.info
farmdayta.info
finwin.info
flightbrief.info
interquote.info
meteorlogix.info
speednet.info