

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Termination of security interest via bankruptcy order
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Equinox Business Credit Corp.		12/04/2003	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA	
Name:	Fastnet Corporation
Street Address:	Two Courtney Lane
Internal Address:	Suite 130
City:	Bethlehem
State/Country:	PENNSYLVANIA
Postal Code:	18017
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	75807762	INTERNET UNLIMITED
Registration Number:	2614497	
Registration Number:	2389449	NETREACH
Registration Number:	2213670	FASTNET
Registration Number:	2463344	FAST.NET
Registration Number:	2212720	
Registration Number:	2398712	ALLEVIATE
Registration Number:	2400984	ALLEVI@TE
Registration Number:	2395483	HOSTME!
Registration Number:	2436464	1 2 3 HOSTME!
Registration Number:	2463404	1 2 3 HOSTME!
Registration Number:	2548577	TOTAL MANAGED SECURITY
Registration Number:	2423061	CC/VPN
Registration Number:	2436570	CNF

OP \$540.00 75807762

Registration Number:	2401122	CUSTOMER NETWORK FACILITY
Registration Number:	2432426	1-888-321-FAST
Registration Number:	2514499	TMS
Registration Number:	2492283	GET@YES
Registration Number:	2581588	FASTNET
Registration Number:	2136830	SUPERLINK
Registration Number:	2401121	CUSTOMER CONTROLLED VIRTUAL PRIVATE NETWORK

CORRESPONDENCE DATA

Fax Number: (919)286-8199
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 919 286-8088
Email: PTO_TMconfirmation@mvalaw.com
Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 2200 West Main Street
Address Line 2: Suite 800
Address Line 4: Durham, NORTH CAROLINA 27705

ATTORNEY DOCKET NUMBER:	022007.306
NAME OF SUBMITTER:	Joyce W. Jenzano

Total Attachments: 18
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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In re: :
: CHAPTER 11
FASTNET CORPORATION, et al.,¹ :
: Case No. 03-23143(TMT)
: (Jointly Administered)
Debtors. :

**ORDER (I) AUTHORIZING THE DEBTORS TO SELL CERTAIN
OF THEIR ASSETS FREE AND CLEAR OF LIENS AND CLAIMS;
(II) APPROVING THE ASSET PURCHASE AGREEMENT;
(III) APPROVING THE ASSUMPTION AND ASSIGNMENT OF
CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES;
AND (IV) GRANTING RELATED RELIEF**

Upon the motion, dated November 3, 2003 (the "Sale Motion"), of the above-captioned debtors and debtors-in-possession (the "Debtors") for the entry of an order pursuant to Sections 105, 363(b), 363(f), 363(m), 363(n), 365 and 1146(c) of Title 11 of the United States Code (the "Bankruptcy Code") and Rules 6004, 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules" and each individually a "Bankruptcy Rule") authorizing the Seller to, inter alia, (i) sell certain assets free and clear of all Liens², with such sale to be in accordance with the terms and conditions of the Asset Purchase Agreement, dated as of October 31, 2003, among US LEC, Corp. as purchaser (the "Purchaser") and the Debtors (as amended, the "Agreement"), a copy of which is attached hereto; (ii) assume and assign certain executory contracts and

¹ The Debtors consist of the following entities: FASTNET Corporation, Netaxs Corp., SuperNet, Inc., NetReach, Inc., Fastnet Acquisition, Inc. and Fastnet Acquisition Corp.

² Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

unexpired leases; and (iii) granting related relief, and this Court having entered an order dated November 13, 2003 (the "Sale Procedures Order") authorizing the Debtors to conduct, and approving the terms and conditions of, an auction (the "Auction") and bidding procedures to consider higher or otherwise better offers for the Acquired Assets, establishing a date for the Auction, and approving, inter alia, (i) the Sale Procedures; (ii) the form and manner of notice of the Auction; and (iii) the Break-Up Fee; and the Court having established the date of the Sale Hearing; and the Court having jurisdiction to consider the Sale Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157(b)(2) and 1334; and consideration of the Sale Motion, the relief requested therein, and the responses thereto, if any, being a core proceeding in accordance with 28 U.S.C. § 157(b); and the appearance of all interested parties and all responses and objections to the Sale Motion having been duly noted in the record of the Sale Hearing; and upon the record of the Sale Hearing, and all other pleadings and proceedings in these cases, including the Sale Motion; and after due deliberation and sufficient cause appearing therefore, IT IS HEREBY FOUND AND DETERMINED THAT:

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

B. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. Proper, timely, adequate, and sufficient notice of the Sale Motion, the Auction, and the Sale Hearing has been provided in accordance with Sections 102(1) and

363(b) of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 9006, 9007, 9008 and 9014, the local rules of this Court, the procedural due process requirements of the United States Constitution, and the Sale Procedures Order. The Debtors also gave due and proper notice of the assumption and assignment of each Assumed Agreement to each non-debtor party under each such Assumed Agreement. No other or further notice of the Sale Motion, the Auction, the Sale Hearing, the assumption and assignment of the Assumed Agreements, or of the entry of this Order is necessary.

D. A reasonable opportunity to object or be heard regarding the requested relief has been afforded to all interested persons and entities, including, without limitation, (i) all creditors who claim an interest in or Lien upon the Acquired Assets; (ii) all parties to Assumed Agreements assumed and assigned pursuant to this Order; (iii) all governmental taxing authorities who have, or as a result of the sale of the Acquired Assets may have, claims, contingent or otherwise, against the Debtors; (iv) all parties who filed requests for notices under Bankruptcy Rule 9010(b) or were entitled to notice under Bankruptcy Rule 2002; (v) counsel for the Creditors' Committee; (vi) all federal, state and local regulatory or taxing authorities or recording offices with a known interest in the relief requested; (vii) the Office of the United States Trustee; and (viii) all entities that have since the Petition Date expressed to the Debtors an interest in purchasing the Acquired Assets. Other parties interested in bidding on the Acquired Assets were provided, upon request, sufficient information to make an informed judgment on whether to bid on the Acquired Assets.

E. The Sale Motion was served duly and properly on all required persons and entities in accordance with the Sale Procedures Order.

F. The Debtors have demonstrated a sufficient basis and the existence of exigent circumstances requiring them to sell and/or assume and assign the Acquired Assets under Sections 363 and 365 of the Bankruptcy Code, and such actions are appropriate exercises of the Debtors' business judgment and in the best interests of the Debtors, their estates and their creditors.

G. The offer of the Purchaser to purchase and/or accept an assignment of the Acquired Assets is the best offer received by the Debtors and the Purchase Price stated on the record of the Sale Hearing is fair, is in the best interest of the Debtors' estates, and constitutes full and adequate consideration and reasonably equivalent value for the Acquired Assets.

H. Without an expeditious sale and/or assumption and assignment of the Acquired Assets free and clear of all Liens, there will be a substantial diminution in the value of the Debtors and their assets to the detriment of their creditors and other parties-in-interest.

I. Purchaser is not an insider, as that term is defined in Section 101(31) of the Bankruptcy Code. Purchaser is a purchaser in good faith, as that term is used in the Bankruptcy Code and the decisions thereunder, and is entitled to the protection of Sections 363(m) and (n) of the Bankruptcy Code with respect to all of the Acquired Assets. The Agreement was negotiated and entered into in good faith, based upon arm's length bargaining, and without collusion. The Auction conducted in accordance with the Sale Procedures Order on December 2, 2003, was conducted in good faith within the meaning of Section 363(m) of the Bankruptcy Code. Neither the Debtors nor the Purchaser has engaged in any conduct that would prevent the application of Section

363(m) of the Bankruptcy Code or cause the application of Section 363(n) to the Agreement.

J. The Debtors have full corporate power and authority to execute the Agreement and all other documents contemplated thereby, and the sale of the Acquired Assets has been duly and validly authorized by all necessary corporate authority necessary to consummate the transactions contemplated by the Agreement. No consents or approvals, other than as expressly provided for in the Agreement, are required by the Debtors to consummate such transactions.

K. The Debtors have advanced sound business reasons for seeking to enter into the Agreement and to sell and/or assume and assign the Acquired Assets, as more fully set forth in the Sale Motion and as demonstrated at the Sale Hearing, and it is a reasonable exercise of the Debtors' business judgment to sell the Acquired Assets.

L. The terms and conditions of the Agreement, including the total consideration to be realized by the Debtors pursuant to the Agreement, are fair and reasonable, and the transactions contemplated by the Agreement are in the best interest of the Debtors' estates.

M. A valid business purpose exists for the approval of the transactions contemplated by the Sale Motion, pursuant to Section 363 of the Bankruptcy Code. The transfer of the Acquired Assets from the Debtors to the Purchaser is a legal, valid and effective transfer of the Acquired Assets, notwithstanding any requirement for approval or consent by any person.

N. The Debtors and Purchaser have, to the extent necessary, satisfied the requirements of Section 365 of the Bankruptcy Code, including Sections 365(b)(1) and 365(f), in connection with the sale and the assumption and assignment of the Assumed Agreements. The Purchaser has demonstrated adequate assurance of future performance with respect to the Assumed Agreements.

O. The Debtors' sale of the Acquired Assets is in furtherance of a subsequent plan(s) of reorganization to be filed by the Debtors.

P. In the absence of a stay pending appeal, the Purchaser will be acting in good faith, pursuant to Section 363(m) of the Bankruptcy Code, in closing the transactions contemplated by the Agreement at any time on or after entry of this Order and cause has been shown as to why this Order should not be subject to the stay provided by Fed.R.Bankr.P. 6004(g) and 6006(d).

**NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND
DECREED that:**

1. The relief requested in the Sale Motion is granted in its entirety.
2. The Agreement and the transactions contemplated thereby be, and hereby are, approved and the Debtors be, and hereby are, authorized and empowered and directed to enter into, and to perform their obligations under, the Agreement and to execute and perform such agreements or documents and take such other actions as are necessary or desirable to effectuate the terms of the Agreement.
3. All objections and responses concerning the Sale Motion are resolved in accordance with the terms of this Order and as set forth in the record of the Sale Hearing.

To the extent any such objection or response was not otherwise withdrawn, waived, or settled, it, and all reservations and rights contained therein, is overruled and denied.

4. The Debtors shall be, and hereby are, authorized, empowered and directed, pursuant to Sections 105 and 363(b) of the Bankruptcy Code, to sell the Acquired Assets to the Purchaser. Such sale of the Acquired Assets shall be free and clear of any and all Liens and other liabilities and claims, whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, disputed or undisputed, or known or unknown, whether arising prior to or subsequent to the Petition Date, whether imposed by agreement, understanding, law, equity or otherwise, with all such Liens to attach only to the proceeds of the sale with the same priority, validity, force, and effect, if any, as they now have in or against the Acquired Assets, subject to all claims and defenses the Debtors may possess with respect thereto.

5. On or before the Closing Date, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release any Liens of any kind against the Acquired Assets, as such Liens may have been recorded or may otherwise exist. If any person or entity that has filed financing statements or other documents or agreements evidencing Liens on the Acquired Assets shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all liens or other interests which the person or entity has with respect to the Acquired Assets, the Purchaser is hereby authorized and directed to execute and file such

statements, instruments, releases and other documents on behalf of the person or entity with respect to such Acquired Assets.

6. This Order shall be binding upon and govern the acts of all persons or entities, including without limitation, all filing agents, recording agencies, secretaries of state, and all other persons and entities who may be required by operation of law to accept, file, register or otherwise record or release any documents or instruments.

7. Effective as of the Closing the sale of the Acquired Assets by the Debtors to the Purchaser shall (a) constitute a legal, valid and effective transfer of the Acquired Assets notwithstanding any requirement for approval or consent by any person and (b) vest Purchaser with all right, title and interest of the Debtors in and to the Acquired Assets, free and clear of all Liens, pursuant to Section 363(f) of the Bankruptcy Code.

8. All persons or entities, presently or on or after the Closing Date in possession of some or all of the Acquired Assets are directed to surrender possession of the Acquired Assets to the Purchaser on such Closing Date or at such times thereafter as the Purchaser may request.

9. The sale of the Acquired Assets to Purchaser under the Agreement will constitute a transfer for reasonably-equivalent value and fair consideration under the Bankruptcy Code and all applicable law.

10. Purchaser is hereby granted and is entitled to the protections provided to a good faith purchaser under Section 363(m) of the Bankruptcy Code, including with respect to any transfer of the Assumed Agreements as part of the sale of the Acquired Assets, pursuant to Section 365 of the Bankruptcy Code and this Order.

11. The Purchaser has satisfied all requirements under Sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code to provide adequate assurance of future performance of the Assumed Agreements. The assumption by the Debtors of the Assumed Agreements and the assignment of such agreements to the Purchaser, as provided for or contemplated by the Agreement, be, and hereby is, authorized and approved subject to the occurrence of the Closing Date under the Agreement, and the Assumed Agreements shall be in full force and effect and assumed by the Debtors and assigned and sold to the Purchaser, pursuant to Sections 363 and 365 of the Bankruptcy Code, subject to and under the Agreement. Upon payment of all Cure Amounts, all defaults under the Assumed Agreements are deemed cured.

12. The Debtors and their estates shall be relieved of any liability for any breach of any of the Assumed Agreements occurring from and after Closing pursuant to and in accordance with Section 365(k).

13. Each non-debtor party to an Assumed Agreement shall, as of the Closing, be forever barred and enjoined from asserting against the Purchaser, any of the Acquired Assets, the Debtors, or the Debtors' bankruptcy estates: (a) any default existing as of the date hereof if such default was not raised or asserted in a timely manner prior to the entry of this Order; or (b) any objection to the assumption and assignment of such non-debtor party's Assumed Agreement. The assignment of an Assumed Agreement to the Purchaser will not cause a default or otherwise allow the non-debtor party thereto to terminate or adversely affect the Debtors' or the Purchaser's rights thereunder.

14. The Debtors are authorized and directed to provide Transition Services to the Purchaser (and/or its customers) pursuant to terms, and on the conditions set forth in

Section 7.7 of the Agreement. No non-debtor party to any Transition Agreement may interfere with or refuse to provide services under the Transition Agreements, except as permitted by prior Orders entered in this case under Section 366 of the Bankruptcy Code or further Order of this Court.

15. Each executory contract and lease identified as a Rejected Agreement under the Agreement is deemed rejected under Section 365 of the Bankruptcy Code, as of the Closing, except for those identified on Schedule 1, attached hereto, which are neither assumed nor rejected as under this Order.

16. This Order and the Agreement shall be binding upon, and shall inure to the benefit of, the Debtors and the Purchaser, and their respective successors and assigns, including without limitation, any Chapter 11 trustee hereinafter appointed for any of the Debtors' estates or any trustee appointed in a Chapter 7 case if any of these cases is converted from Chapter 11.

17. This Court shall retain exclusive jurisdiction to enforce the provisions of this Order and the Agreement and to resolve any dispute concerning this Order, the Agreement, or the rights and duties of the parties hereunder or thereunder or any issues relating to the Agreement and this Order, including, but not limited to, the interpretation of the terms, conditions and provisions hereof, the status, nature and extent of the Acquired Assets and all issues and disputes arising in connection with the relief authorized herein.

18. The provisions of this Order are nonseverable and mutually dependent.

19. Notwithstanding Bankruptcy Rules 6004(g) and 6006(d), this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the absence of any entity obtaining a stay pending appeal, the Debtors and the Purchaser are free to close under the Agreement at any time. In the absence of any entity obtaining a stay pending appeal, if the Debtors and the Purchaser close under the Agreement, the Purchaser shall be deemed to be acting in "good faith" and shall be entitled to the protection of Section 363(m) of the Bankruptcy Code as to all aspects of the transactions pursuant to the Agreement if this Order or any authorization contained herein is reversed or modified on appeal.

20. The sale approved by this Order is not subject to avoidance, pursuant to Section 363(n) of the Bankruptcy Code.

21. The Debtors and the Purchaser be, and they hereby are, authorized and empowered to take all actions and execute and deliver any and all documents and instruments that either the Debtors or the Purchaser deems necessary or appropriate to implement and effectuate the terms of the Agreement and this Order. The Debtors and each other person having duties or responsibilities under the Agreement, any agreements related thereto or this Order, and their respective directors, officers, general partners, agents, representatives, and attorneys, are authorized and empowered (subject to the terms and conditions contained in the Agreement and the schedules annexed thereto) to carry out all of the provisions of the Agreement and any related agreements; to issue, execute, deliver, file, and record, as appropriate, the documents evidencing and consummating the Agreement, and any related agreements; to take any and all actions contemplated by the Agreement, any related agreements or this Order; and to issue,

execute, deliver, file, and record, as appropriate, such other contracts, instruments, releases, bills of sale, assignments, leases, or other agreements or documents and to perform such other acts and execute and deliver such other documents, as are consistent with, and necessary or appropriate to implement, effectuate, and consummate, the Agreement, any related agreements and this Order and the transactions contemplated thereby and hereby, all without further application to, or order of, the Court or further action by their respective directors, officers, stockholders, or partners, and with like effect as if such actions had been taken by unanimous action of the respective directors, officers, stockholders and partners of such entities. All such additional agreements, documents, and instruments shall be deemed to be "related agreements" for purposes of this Order. The Debtors are further authorized and empowered to cause to be filed with the secretary of state of any state or other applicable officials of any applicable governmental units any and all certificates, agreements, or amendments necessary or appropriate to effectuate the transactions contemplated by the Agreement, any related agreements and this Order, including amended and restated certificates or articles of incorporation and by-laws or certificates or articles of amendment, and all such other actions, filings or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units or as any of the officers of the Debtors may determine are necessary or appropriate. The execution of any such document or the taking of any such action shall be, and hereby is, deemed conclusive evidence of the authority of such person to so act. Without limiting the generality of the foregoing, this Order shall constitute all approvals and consents, if any, required by applicable corporation laws and all other applicable business corporation, trust, and other

laws of the applicable governmental units with respect to the implementation and consummation of the Agreement, any related agreements and this Order, and the transactions contemplated thereby and hereby.

22. The sale of the Acquired Assets to the Purchaser is exempt from any and all laws imposing a stamp or similar tax in accordance with Section 1146(c) of the Bankruptcy Code. Each and every federal, state and local government agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transfer of any of the Acquired Assets, all without imposition or payment of any stamp tax, transfer tax or similar tax.

23. Pursuant to Sections 105 and 363 of the Bankruptcy Code, any and all creditors of the Debtors shall be barred, estopped and enjoined from taking any action of any kind against the Purchaser or the Acquired Assets on account of any claim against any Debtor, or any Acquired Asset arising prior to the Closing Date.

24. The Purchaser is not a successor to any of the Debtors or their estates by reason of any theory of law or equity and the Purchaser shall not assume or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates, except as otherwise expressly provided in the Agreement and related documents.

25. The Agreement and any related agreements may be waived, modified, amended, or supplemented by agreement of the Debtors and the Purchaser without further action of the Court; provided, however, that any such waiver, modification, amendment or supplement is not material and substantially conforms to and effectuates the Agreement.

26. The failure specifically to include any particular provisions of the Agreement or any related agreements in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court, the Debtors and the Purchaser that the Agreement and any related agreements are authorized and approved in their entirety with such amendments thereto as may be made by the parties in accordance with this Order prior to Closing.

27. No bulk sale law or any similar law of any state or other jurisdiction shall apply in any way to the transaction contemplated by the Agreement.

28. To the extent that any of the Debtors' employees are offered employment with the Purchaser, such employees' employment with the Debtors shall not be deemed to have been terminated solely for purposes of the Worker Adjustment and Retraining Notification ("WARN") Act.

29. To the extent any provisions of this Order conflict with the terms and conditions of the Agreement, this Order shall govern and control.

30. This Court shall retain jurisdiction (i) to enforce and implement the terms and provisions of the Agreement, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith, (ii) to compel delivery of the Acquired Assets to the Purchaser, (iii) to compel delivery of the Purchase Price, (iv) to compel specific performance of the Debtors' and the Purchaser's obligations under the Agreement, (v) to resolve any disputes arising under or related to the Agreement, (vi) to interpret, implement and enforce the provisions of this Sale Order, and (vii) determine any disputes relating to or concerning the receipt, use, application or retention of the proceeds from the sale of the Acquired Assets.

31. The Debtors, at their sole cost and expense, shall make and retain true and correct copies, in either electronic or paper form, of all books and records related to the collection of any of AppliedTheory Corporation's accounts receivable (defined as the "Closing Receivables" in a certain asset purchase agreement dated April 17, 2002, between AppliedTheory Corporation and Fastnet Acquisition Corp. (the "AppliedTheory Agreement"), which shall include (if any):

- (i) any and all correspondence, hard copy or electronic, between the Debtors and customers of AppliedTheory Corporation as of May 31, 2002;
- (ii) statements or accountings dated on or after May 31, 2002, for all accounts of the Debtors with any financial institution or bank, including credit card processors or investment companies;
- (iii) deposit slips for all deposit slips made into any such accounts on or after May 31, 2002;
- (iv) all back-up documents used to support deposits into such accounts on or after May 31, 2002;
- (v) all books of entry, manual or electronic, reflecting billings and payments to customers on or after May 31, 2002;
- (vi) operational back-up of hardware, software and data files (read only) containing the complete financial records of the Debtors to include any general ledger, accounts receivable, accounts payable, or fixed assets subsystems;

(vii) all schedules of billings or receipts that may contain information about all customers of AppliedTheory Corporation as of May 31, 2002;

(viii) schedule of receipts from past customers, whether considered part of the asset sale by AppliedTheory Corporation to the Debtors, or any "out of footprint" customers as that term is defined in the AppliedTheory Agreement; and

(ix) any electronic spreadsheets used by the staff of Debtors in monitoring, managing or reconciling any of the Debtors' customer accounts receivable (numbers (i) through (ix) are collectively referred to as the AppliedTheory Documents).

* Notwithstanding anything herein to the contrary, the Assumed Agreements shall not include any contracts or agreements by and between the Debtors and Akamai. Notwithstanding anything herein to the contrary,

32. The Debtor shall pay the Cure Amount in the amount of \$9,436.80 to AE-Pennsylvania Place Associates, L.P. ("AE-Pennsylvania") simultaneously with the Closing of the sale. AE-Pennsylvania shall return any security deposit to the Debtor only upon the Purchaser providing an equal security deposit to AE-Pennsylvania or otherwise providing to AE-Pennsylvania, in its sole and absolute discretion, adequate assurance of future performance as required by Section 365(b) of the Bankruptcy Code, which shall be provided by the Purchaser within 45 days of Closing.

33. The Objection to Assumption and Assignment filed by Microsoft Corporation ("Microsoft") is withdrawn and the Microsoft Service Provider License Agreement may be transferred in connection with the sale to the Purchaser. The Debtors shall reserve \$80,000 to fund Cure Amounts claimed by Microsoft pending agreement between the Debtors and Microsoft or further Order of Court regarding the amount of Debtors' cure obligations to Microsoft.


34. The Limited Objection and Cure Claim filed by Akamai Technologies, Inc. ("Akamai"), and the Supplement thereto, are withdrawn. ^{*} The Acquired Assets shall not include any equipment ^{defined and/or} identified in the Limited Objection or the Supplement except as set forth on Schedule 2. The Debtors may sell the items identified on Schedule 2 to the Purchaser, free and clear of all claims and interests of Akamai. The Debtors shall ~~reserve~~ ^{credit Akamai}

^{an amount of \$5,000} ~~with respect to the equipment identified on Schedule 2, against any amounts due and owing the Debtors in connection with the pending agreement between Akamai and the Debtors or further Order of the Court regarding the reserve.~~ ^{pending settlement agreement by and between the parties; the}

^{Debtors agree to use their best efforts to conclude such settlement agreement with two weeks from the entry of this Order}
35. NYSERNet.org, Inc. ("NYSERNet") has withdrawn its objection to the Debtors' Sale Motion but reserves its "cure" objection. The Debtors may assume and

assign the Resale Agreement as defined in NYSENet's objection to the Purchaser. A hearing to consider NYSENet's claim for "cure" totaling \$45,655.28 arising from the Resale Agreement is scheduled for January 5, 2004. The adjournment of the hearing on the alleged cure amount in no way constitutes NYSENet's waiver of any other claims or rights to "cure" as asserted in NYSENet's objections or to the Debtors' defenses and objections to such cure claim.

Dated: 12-04-03



Thomas M. Twardowski,
United States Bankruptcy Judge

cc: Attached Service List