

2/2/05

02-08-2005



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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
RCN Telecom Services of Illinois, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State -
 Other Illinois Limited Liability Company _____
Citizenship (see guidelines) _____
Execution Date(s) December 21, 2004
Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Deutsche Bank AG Cayman Islands Branch
Internal
Address: _____
Street Address: 60 Wall Street
City: New York
State: New York
Country: USA Zip 10005

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Citizenship Collateral Agent

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)

3. Nature of conveyance

Assignment Merger
 Security Agreement Change of Name
 Other First-Lien Grant of Security Interest

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____
B. Trademark Registration No.(s) SEE ATTACHED SCHEDULE A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Meredith Schorr
Internal Address: c/o White & Case LLP
Street Address: 1155 Avenue of the Americas
City: New York
State: New York Zip 10036
Phone Number: (212) 819-8753
Fax Number: (212) 354-8113
Email Address: trademarkdocket@whitecase.com

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$165.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 23-1705
Authorized User Name Meredith Schorr

9. Signature: Meredith Schorr 2/2/05
Signature Date

Meredith Schorr Total number of pages including cover sheet, attachments, and document: 9
Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria VA 22313-1450

02/08/2005 6TOM11 00000092 2200267
01 FC:8521 40.00 OP
02 FC:8522 125.00 OP

NEWYORK 4639465 (2K)

MARKREG. NO.REG. DATE

THE FUTURE IS MOVING IN OUR DIRECTION (This mark is not currently in use)	2,200,267	Oct. 27, 1998
THE SOONER.THE BETTER. (This mark is not currently in use)	2,290,263	Nov. 2, 1999
21 ST CENTURY & Design (This mark is not currently in use)	2,184,881	Aug. 25, 1998
21 ST CENTURY TECHNOLOGY GROUP, INC. (This mark is not currently in use)	2,153,565	Apr. 28, 1998
21 ST CENTURY TELECOM GROUP, INC. and Design (This mark is not currently in use)	2,387,205	Sep. 19, 2000
ENTERACT (This mark is not currently in use)	2,346,287	May 2, 2000

**FIRST-LIEN GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, RCN Telecom Services of Illinois, LLC, a limited liability company (the "Grantor") with principal offices at 105 Carnegie Center, Princeton, NJ 08540, hereby grants to Deutsche Bank AG Cayman Islands Branch, as First-Lien Collateral Agent, with principal offices at 60 Wall Street, New York, New York 10005, (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of December 21, 2004 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this

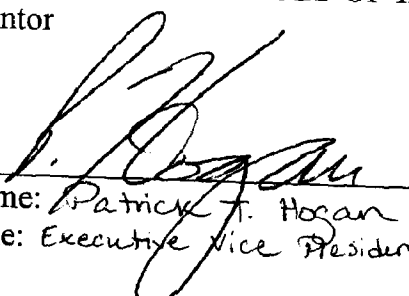
Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 21st day
of December, 2004.


RCN TELECOM SERVICES OF ILLINOIS, LLC,
Grantor

By:


Name: Patrick J. Hogan
Title: Executive Vice President & Chief Financial Officer

STATE OF New York)
COUNTY OF New York) ss.:

On this 21 day of December, 2004, before me personally came Patrick T. Hogan who, being by me duly sworn, did state as follows: that he is the Executive Vice President and Chief Financial Officer of RCN Telecom Services of Illinois, LLC, that he is authorized to execute the foregoing Grant on behalf of said limited liability company and that he did so by authority of the members of said limited liability company.


Notary Public

JESSICA SHERWOOD
NOTARY PUBLIC, State of New York
No. 01SH6096014
Qualified in New York County
Commission Expires July 21, 2007

DEUTSCHE BANK AG CAYMAN ISLANDS
BRANCH, as First-Lien Collateral Agent and
Grantee

By: A. T. Rich

Name: Alexander Richartz
Title: President

By: G. Shefrin

Name: Gregory Shefrin
Title: Director

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 21ST day of December, 2004, before me personally came _____
Alexander Richarz who, being by me duly sworn, did state as follows: that [s]he is
Vice President of Deutsche Bank AG Cayman Islands Branch, that [s]he is authorized to
execute the foregoing Grant on behalf of said banking corporation and that [s]he did so by
authority of the Board of Directors of said banking corporation.

Adam Greenhouse
Notary Public

ADAM GREENHOUSE
Notary Public, State of New York
No. 01GR6109518
Qualified in New York County
Commission Expires May 10, 2008

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 21st day of December, 2004, before me personally came _____
Gregory Shefrin who, being by me duly sworn, did state as follows: that [s]he is
Director of Deutsche Bank AG Cayman Islands Branch, that [s]he is authorized to
execute the foregoing Grant on behalf of said banking corporation and that [s]he did so by
authority of the Board of Directors of said banking corporation.

Adam Greenhouse

Notary Public

ADAM GREENHOUSE
Notary Public, State of New York
No. 01GR6109518
Qualified in New York County
Commission Expires May 10, 2008