

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

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, RCN Internet Services, Inc., a Delaware Corporation (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

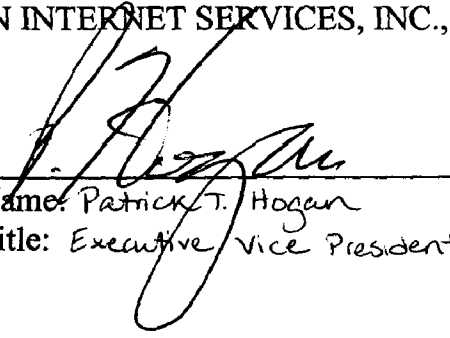
Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[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 INTERNET SERVICES, INC., Grantor

By:


Name: Patrick T. Hogan

Title: Executive Vice President and Chief Financial
Officer

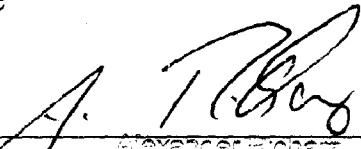
STATE OF New York)
COUNTY OF New York) ss.:


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 Internet Services, Inc., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Jessica Sherwood
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: 
Name: Alexander Richert
Title: Vice President

By: 
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 Richard 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 2009

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

MARK

REG. NO.

REG. DATE

EROL'S STORE	2,308,425	Jan. 18, 2000
EROLS INTERNET & DESIGN	2,291,431	Nov. 9, 1999