

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Agreement via Bankruptcy Confirmation Order		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Toronto Dominion (Texas), Inc. as Administrative Agent		11/20/2003	CORPORATION:
RECEIVING PARTY DATA			
Name:	CTC Communications Group, Inc.		
Street Address:	220 Bear Hill Road		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2462460	INTELLINET	
Registration Number:	2472699	INTELLIVIEW	
Registration Number:	2553104	POWERPATH	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7145401235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	022411-0609 CTC COMMUNIC		
NAME OF SUBMITTER:	Patricia A. Conner		

OP \$90.00 2462460

Signature:

/Patricia A. Conner/

Date:

05/25/2006

Total Attachments: 23

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:) Chapter 11
)
CTC COMMUNICATIONS, GROUP, INC.,) Case No. 02-12873 (PJW)
CTC COMMUNICATIONS CORP.,)
CTC COMMUNICATIONS OF VIRGINIA,) Jointly Administered
INC., and CTC COMMUNICATIONS)
LEASING GROUP,)
)
)
Debtors.) Docket Ref. No. 1189

CERTIFIED:
AS A TRUE COPY: *12/15/03*
ATTEST: *12/15/03*
DAVID D. BIRD, CLERK
U.S. BANKRUPTCY COURT
BY: *[Signature]*
Deputy Clerk

**FINDINGS OF FACT, CONCLUSIONS OF LAW
AND ORDER CONFIRMING DEBTORS' SECOND
AMENDED JOINT PLAN OF REORGANIZATION**

CTC Communications, Group, Inc., CTC Communications Corp., CTC Communications of Virginia, Inc., and CTC Communications Leasing Group (collectively, the "Debtors"), as debtors and debtor-in-possession, having on November 20, 2003 filed the Debtors' Second Amended Joint Plan of Reorganization [Docket No. 1189] (attached hereto as Exhibit A, and including, without limitation, all attachments, exhibits or other documents filed in accordance therewith and any modifications approved hereby, the "Plan"); and the Court having approved the Amended Disclosure Statement Pursuant to Section 1125 of the Bankruptcy Code with Respect to the Debtors' Amended Joint Plan of Reorganization, dated October 14, 2003 [Docket No. 1060] (as amended, modified or supplemented from time to time and including all exhibits thereto, the "Disclosure Statement"), by order dated October 14, 2003 [Docket No. 1062] (the "Disclosure Approval Order"); and upon the affidavits of service filed herein reflecting compliance with the notice and solicitation requirements of the Disclosure Approval Order; and upon the Affidavit of Kate Mailloux Certifying the Ballots Accepting or Rejecting the Debtors' Amended Joint Plan of Reorganization, dated November 19, 2003 [Docket No. 1182] (the "Voting Report"); and objections or responses to confirmation of the Plan having been

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filed by (i) the Commonwealth of Pennsylvania Department of Revenue ("PDR"), (ii) NEES Communications, Inc. ("NEESCOM"), (iii) 160 South River Realty Trust ("South River"), (iv) Telecom Realty, LLC ("Telecom"), (v) Southern New England Telephone Company ("SNET"), and (vi) Microsoft Corporation and Microsoft Licensing, GP f/k/a MSLI, GP ("Microsoft"), and an informal objection having been raised by WiITel Communication, LLC ("WiITel") (collectively, the "Objections"), and the Objections filed or raised by PDR, NEESCOM, WiITel, South River, Telecom, SNET, and Microsoft having been resolved; and the Debtors having filed the Debtors' Memorandum of Law in Support Of, And Response To Objections To, Confirmation Of Debtors' Amended Joint Plan Of Reorganization [Docket No. 1179] (the "Memorandum of Law"), the Declaration of Michael E. Katzenstein In Support of Confirmation of Debtors' Second Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code [Docket No. 1185] (the "Katzenstein Declaration"), the Affidavit of Marc D. Puntus in Support of Confirmation of the Debtors' Second Amended Plan of Reorganization Under Chapter 11 of the Bankruptcy Code [Docket No. 1184] (the "Puntus Affidavit"), and after a hearing having been held on November 20, 2003 to consider confirmation of the Plan (the "Confirmation Hearing"); and upon the evidence adduced and proffered and the arguments of counsel made at the Confirmation Hearing; and the Court having reviewed all documents in connection with confirmation and having heard all parties desiring to be heard; and upon the record compiled in these cases; and after due deliberation and consideration of all of the foregoing; and sufficient cause appearing therefor; the Court hereby makes the following:

FINDINGS OF FACT AND CONCLUSIONS OF LAW¹:

A. Capitalized terms used herein, but not defined herein, shall have the respective meanings attributed to such terms in the Plan and Disclosure Statement.

B. This Court has jurisdiction over the Debtors' chapter 11 cases pursuant to 28 U.S.C. Sections 1334(a) and 157(1). Venue of this proceeding and the chapter 11 cases in this district is proper pursuant to 28 U.S.C. Sections 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. Section 157(b)(2).

C. The Plan complies with all of the applicable provisions of the Bankruptcy Code.

D. This Court takes judicial notice of the docket of the Chapter 11 Cases maintained by the Clerk of the Court and/or its duly appointed agent, including, without limitation, all pleadings and other documents filed, all orders entered, and all evidence and arguments made, proffered or adduced at, the hearings held before the Court during the pendency of the Chapter 11 Cases, including, without limitation, the hearing to consider the adequacy of the information contained in the Disclosure Statement.

E. The procedures by which the ballots for acceptance or rejection of the Plan were distributed and tabulated were fair, properly conducted, and complied with the Bankruptcy Code, the Bankruptcy Rules and the Disclosure Approval Order.

F. The classification of claims and interests under the Plan is proper under sections 1122 and 1123(a)(1) of the Bankruptcy Code.

¹ Findings and conclusions constitute findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, made applicable pursuant to Rule 7052 of the Federal Rules of Bankruptcy Procedure.

G. The Plan properly designates each Class, specifies any Class that is impaired or not impaired, and provides equal treatment for each Claim or Interest of a particular Class.

H. The Plan is dated, identifies the Debtors as Plan proponents, complies with the applicable provisions of the Bankruptcy Code and Bankruptcy Rules, and provides adequate and proper means for its implementation.

I. The Plan has been proposed in good faith and not by any means forbidden by law.

J. Any payments made or promised by the Debtors, or a person issuing securities or acquiring property under the Plan, for services or for costs and expenses in, or in connection with, the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, have been disclosed to and approved by, or are subject to approval of the Court as reasonable.

K. The identity and affiliations of the persons who are to serve as officers and directors of the Reorganized Debtors after the Effective Date of the Plan have been disclosed in Exhibits E and K to the Plan or on the record of the Confirmation Hearing and the appointment and/or continuation of such persons as officers and directors of the Reorganized Debtors is consistent with the interests of the Debtors' creditors and equity security holders and with public policy.

L. The identity of any insider that will be employed or retained by the Debtors and the compensation of any such insider have been disclosed in Exhibit E to the Plan or on the record of the Confirmation Hearing.

M. The Debtors have not proposed any rate change under the Plan. Thus, the Debtors need not obtain the approval of any governmental regulatory commission, and the Plan complies with section 1129(a)(6) of the Bankruptcy Code.

N. As evidenced by the Disclosure Statement, the Katzenstein Declaration, and the Voting Report, and at the Confirmation Hearing, each holder of a Claim or Interest in each impaired class has either accepted the Plan or will receive or retain under the Plan property of a value, as of the Effective Date of the Plan, that is not less than the amount that such holder would receive or retain if the Debtors were liquidated under Chapter 7 of the Bankruptcy Code on such date.

O. With respect to each class of Claims or Interests, each class has either accepted the Plan or is not impaired under the Plan and is, therefore, not entitled to vote and is deemed to have accepted the Plan under section 1126(f) of the Bankruptcy Code, or the holders of such Claims or Interests have (i) agreed, or will agree, to alternative treatment of such claims in compliance with the Plan and the Bankruptcy Code, (ii) realized, or will realize, the indubitable equivalent of their claims in satisfaction of the requirements of 11 U.S.C. § 1129(b)(2)(iii), or (iii) realized, or will realize, such other treatment in satisfaction of the requirements of 11 U.S.C. § 1129(b)(2).

P. At least one impaired class of claims has accepted the Plan, determined without including any acceptances of the Plan by any insider.

Q. Except to the extent that the holder of a particular Claim has agreed to a different treatment of such Claim, the treatment of Claims under the Plan of the type specified in sections 507(a)(1) and 507(a)(3) - 507(a)(8) of the Bankruptcy Code, if any, complies with the provisions of section 1129(a)(9) of the Bankruptcy Code.

- R. No other chapter 11 plan has been moved for confirmation.
- S. The primary purpose of the Plan is not the avoidance of taxes or the requirements of section 5 of the Securities Act of 1933.
- T. Confirmation of the Plan is not likely to be followed by the liquidation or need for further financial reorganization of the Debtors.
- U. All fees payable under section 1930 of title 28 of the United States Code, have either been paid or will be paid under the Plan.
- V. The Debtors are entitled to a discharge to the fullest extent permitted under section 1141 of the Bankruptcy Code.
- W. The modifications to the Plan, set forth on Exhibit A to this Confirmation Order, do not materially or adversely affect or change the treatment of any Claim or Interest. Accordingly, pursuant to Bankruptcy Rule 3019, these modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or the resolicitation of acceptances or rejections under section 1126 of the Bankruptcy Code (except as have been obtained in writing), nor do they require that holders of Claims or Interests be afforded an opportunity to change previously cast acceptances or rejections of the Plan as filed with the Court.
- X. Based upon the record before the Court, the Debtors have solicited votes on the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code and the Debtors and their agents, counsel and financial advisors are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and the exculpatory, injunctive, indemnification and release provisions set forth in Article V of the Plan.
- Y. Pursuant to section 1146(c) of the Bankruptcy Code (i) the issuance and transfer of New CTC Common Stock of Reorganized CTC, the New CTC Warrant, and

securities issued on account of the New CTC Warrant, (ii) the execution, delivery, filing or recording of any mortgage, deed of trust, leasehold mortgage, financing statement or other security interest or other instrument in connection with the Plan, and (iii) the making, execution, delivery, filing or recording of any agreement or instrument in furtherance of, or in connection with, the Plan, are under the Plan and will not be subject to any stamp tax or other similar tax or any tax held to be a stamp tax or other similar tax.

Z. The offer, issuance, transfer, or exchange of Reorganized Debtors' common stock, the New CTC Warrant, and securities issued on account of the New CTC Warrant in accordance with the Plan, or the making or delivery of an offering memorandum or other instrument of offer or transfer related thereto under the Plan, are exempt from section 5 of the Securities Act and any similar state and local law requiring the registration for offer or sale of a security or registration or licensing of an issuer or a security pursuant to Section 1145(a)(1)(A) of the Bankruptcy Code.

AA. Except as otherwise provided in the Plan and this Confirmation Order, the Plan is a settlement between and among the Debtors and their creditors of all claims and litigation, pending or threatened, or that was or could have been commenced against the Debtors prior to the date of entry of this Confirmation Order (other than the Plan Representative's and the Litigation Trustee's ability to prosecute and otherwise dispose of objections to claims to the extent preserved under the Plan and other than in respect of the Retained Actions). Such settlement, as reflected in the relative distributions and recoveries of Holders of Claims and Interests under the Plan, (a) will save the Debtors and their estates the costs and expenses of prosecuting various disputes, the outcome of which is likely to consume substantial resources of the Debtors' estates and require substantial time to adjudicate, and (b) has facilitated the

negotiation, creation and implementation of the Plan and benefits the Debtors' estates and creditors. Accordingly, such settlement is fair and reasonable and is approved in all respects pursuant to Bankruptcy Rule 9019(a).

BB. The Plan satisfies all of the requirements for confirmation set forth in section 1129(a) of the Bankruptcy Code.

CC. This Confirmation Order shall satisfy the requirements of the Plan that the Court shall have approved and entered the Confirmation Order on the docket for the Chapter 11 Cases.

DD. The record of the Confirmation Hearing and the Chapter 11 Cases is sufficient to support the releases, exculpations, indemnifications and injunctions provided for in Article V of the Plan.

EE. The Court may properly retain jurisdiction over the matters set forth in the Plan and this Confirmation Order.

FF. The Debtors and SNET have reached an agreement to resolve SNET's objection to the confirmation of the Plan and its objection to that certain Motion for Order Pursuant to Sections 105, 365, and 366(a) of the Bankruptcy Code (i) Determining that Telecommunications Services Provided to the Debtors by Southern New England Telephone Company are not Subject to Section 365 of the Bankruptcy Code; (ii) Confirming SNET's Obligations to Continue to Provide Such Services to the Debtors Without Disruption or Modification, and (iii) Granting Related Relief (Docket Item 1098). The settlement agreement ("SNET Settlement Agreement") provides for, *inter alia*, the assumption of all agreements under which SNET currently provides telecommunications services to CTC, including all contracts,

agreements, purchase orders, tariffs or any other similar documents or instruments pursuant to which SNET provides services or facilities to any or all of the Debtors, and payment of a cure.

NOW, it is hereby,

ORDERED, ADJUDGED, and DECREED, that:

1. All Objections and responses to the Plan, to the extent not resolved, withdrawn or otherwise addressed by this Order, are hereby overruled in their entirety.
2. The Plan is confirmed pursuant to section 1129 of the Bankruptcy Code; provided, however, that if there is any conflict between the terms of the Plan and the terms of this Confirmation Order, the terms of this Confirmation Order shall control.
3. The Debtors are hereby authorized and empowered to finalize, issue, execute, deliver, file and record any documents or court papers or pleadings, and to take any and all actions, that are necessary or desirable to implement, effectuate, and consummate the transactions contemplated by the Plan in accordance with the terms and conditions set forth in the Plan and this Confirmation Order.
4. This Order shall constitute all approvals and consents required, if any, by the laws, rules or regulations of any State or any other governmental authority with respect to the implementation or consummation of the Plan and any other acts that may be necessary or appropriate for the implementation or consummation of the Plan.
5. This Confirmation Order supersedes any order issued by this Court prior to the Confirmation Date to the extent such order is inconsistent with the Confirmation Order.
6. The Debtors' estates are substantively consolidated as provided for in Article XI of the Plan.

7. The Investment Agreement, Exhibit B to the Plan, the Verizon Settlement Agreement, Exhibit M to the Plan, and the Cisco Settlement Agreement, Exhibit N to the Plan, are hereby approved and incorporated into and made part of the Plan. The Investment Agreement, the Verizon Settlement Agreement and the Cisco Settlement Agreement shall be binding on and inure to the benefit of the Debtors and the Reorganized Debtors, as and to the extent provided therein. Upon the occurrence of the Effective Date, the Debtors and the Reorganized Debtors shall be authorized to perform under and comply with the terms of the Investment Agreement, the Verizon Settlement Agreement, the Cisco Settlement Agreement and any other agreement, stipulation or document executed in connection with the Plan. Prior to and after the Effective Date, the Debtors and the Reorganized Debtors shall be authorized and permitted to supplement, amend or modify the Investment Agreement, the Verizon Settlement Agreement, the Cisco Settlement Agreement, and any other agreement, stipulation or document executed in connection with the Plan, with the consent of any other parties to any such agreements and without separate or further Court approval, provided that such supplementation, amendment or modification is consistent with the Plan.

8. The provisions of the Plan and this Confirmation Order shall be, and hereby are, now and forever afterwards, binding on the Debtors, all holders of Claims and Interests (whether or not impaired under the Plan and whether or not, if impaired, such holders accepted the Plan), any other party in interest, any other party making an appearance in these Chapter 11 Cases, and any other person or entity affected thereby, as well as their respective heirs, successors, assigns, trustees, subsidiaries, affiliates, officers, directors, agents, employees, representatives, attorneys, beneficiaries, guardians, and similar officers, or any person claiming through or in the right of any such person or entity.

9. The Court hereby retains jurisdiction of these cases (i) as provided for in the Plan, (ii) as provided for in this Confirmation Order, and (iii) for the purposes set forth in sections 1127 and 1142 of the Bankruptcy Code.

10. The failure to reference or discuss any particular provision of the Plan in this Confirmation Order shall have no effect on the validity, binding effect and enforceability of such provision and such provision shall have the same validity, binding effect and enforceability as every other provision of the Plan.

11. The Final Order Authorizing and Restricting Use of Cash Collateral and Granting Adequate Protection [Docket No. 166] (the "Cash Collateral Order") shall remain in full force and effect, including, but not limited to, the adequate protection provisions of the Cash Collateral Order through the Effective Date, and the Plan Representative shall, after the Effective Date, make payments of the reasonable post-petition fees and expenses of the Administrative Agent's legal counsel and financial advisors that were incurred by the Administrative Agent through and including the Effective Date, as provided in the Cash Collateral Order.

12. The discharge, release, exculpation, indemnification and injunction provisions set forth in Article V of the Plan are approved.

13. Except as otherwise expressly provided in the Plan, this Confirmation Order, or any agreement entered into in connection with the Plan (including, without limitation, the Verizon Settlement Agreement, the Cisco Settlement Agreement and the Investment Agreement), upon the occurrence of the Effective Date, the Debtors shall be discharged and released, effective immediately, from any Claim (including any claim for contribution or indemnity against the Debtors relating thereto), any "debt" (as that term is defined in section 101(12) of the Bankruptcy Code) and any Interest (or Claims or debt related thereto) against the

Debtors or the Reorganized Debtors that arose from any agreement of the Debtors entered into or obligation of the Debtors incurred before the Confirmation Date, or from any conduct of the Debtors prior to the Confirmation Date, or that otherwise arose before the Confirmation Date, including, without limitation, all interest accrued and expenses incurred, if any, on any such debts, whether such interest accrued or such expenses were incurred before or after the Petition Date, and including, without limitation, any liability of a kind specified in sections 502(g), 502(h) and 502(i) of the Bankruptcy Code, and the Debtors' liability in respect thereof shall be extinguished completely, whether reduced to judgment or not, liquidated or unliquidated, contingent or noncontingent, asserted or unasserted, fixed or not, matured or unmatured, disputed or undisputed, legal or equitable, known or unknown, and regardless of whether or not a proof of claim was filed or is deemed filed under section 501 of the Bankruptcy Code, such Claim is allowed under section 502 of the Bankruptcy Code or the person holding such Claim has accepted the Plan, and to the extent provided for or authorized by sections 524 and 1141 of the Bankruptcy Code the Reorganized Debtors' liability in respect thereof shall be extinguished completely.

14. Except as otherwise expressly provided in the Plan, this Confirmation Order, or any agreement entered into in connection with the Plan (including, without limitation, the Verizon Settlement Agreement, the Cisco Settlement Agreement and the Investment Agreement), upon the occurrence of the Effective Date, the Confirmation Order shall operate as an injunction against the commencement or continuation of any action, the employment of process, or any act to collect, recover or offset, any Claim (including any claim for contribution or indemnity against the Debtors relating thereto), any "debt" (as that term is defined in section 101(12) of the Bankruptcy Code) and any Interest (or Claims or debt related thereto) against the

Debtors or the Reorganized Debtors, and to the extent provided for or authorized by sections 524 and 1141 of the Bankruptcy Code the Reorganized Debtors' liability in respect thereof shall be extinguished completely. Notwithstanding anything herein to the contrary, this injunction shall not apply to prevent the Plaintiffs from continuing the adversary action or any appeals therefrom, known as Croucher et al. v. CTC Communications Group, Inc., et al., Adv. No. 03-53262 (PJW) for the purposes of liquidating the amount of the claim.

15. Except as otherwise expressly provided in the Plan, this Confirmation Order, or any agreement entered into in connection with the Plan (including, without limitation, the Verizon Settlement Agreement, the Cisco Settlement Agreement and the Investment Agreement), all injunctions or stays provided for in the Chapter 11 Cases under sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect through and including the Effective Date.

16. The Debtors shall remain debtors-in-possession under the Bankruptcy Code until the Effective Date. After the Effective Date, the Reorganized Debtors may operate and manage their businesses and affairs, and the Plan Representative, Litigation Trustee, Class 6 Representative and Reorganized Debtors, as applicable, may make distributions to creditors in accordance with the Plan free of any restrictions imposed by the Bankruptcy Code.

17. The provisions in Articles VI, VII, IX and X of the Plan governing distributions, reserves and the procedures for resolving and treating Disputed Claims and prosecuting and otherwise disposing of the Retained Actions under the Plan are approved and found to be fair and reasonable, including but not limited to the provisions governing the Plan Representative, the Plan Representative Agreement, the Litigation Trust and the Litigation Trust Agreement.

18. Except with respect to the Available Cash, the Class 4 Fund, the New CTC Warrant, the Retained Actions, the Litigation Trust Fund and as otherwise provided in the Plan, this Confirmation Order or any agreement or other instrument (including without limitation, the Verizon Settlement Agreement, the Cisco Settlement Agreement and the Investment Agreement), on or after the Effective Date, (i) all property of the Estate of CTC and any property acquired by such Debtor or Reorganized Debtor under the Plan, shall vest in Reorganized CTC free and clear of all Claims, liens, charges or other encumbrances and Interests; (ii) all property of the Estate of CTC Corp. and any Property acquired by such Debtor or Reorganized Debtor under the Plan, shall vest in Reorganized CTC Corp. free and clear of all Claims, Liens, charges or other encumbrances and Interests; (iii) all property of the Estate of CTC Leasing and any property acquired by such Debtor or Reorganized Debtor under the Plan, shall vest in Reorganized CTC Leasing free and clear of all Claims, Liens, charges or other encumbrances and Interests; and (iv) all property of the Estate of CTC Virginia and any property acquired by such Debtor or Reorganized Debtor under the Plan, shall vest in Reorganized CTC Virginia free and clear of all Claims, Liens, charges or other encumbrances and Interests.

19. Pursuant to Section 1146(c) of the Bankruptcy Code, neither the making nor delivery of an instrument of transfer, nor the revesting, transfer and sale of any real property or personal property of the Debtors in accordance with the Plan, shall subject the Debtors to any law imposing a stamp tax or similar tax, including but not limited to the issuance, transfer, or exchange of the New CTC Warrant, any securities issued as a result of the exercise of the rights under the New CTC Warrant, or the New CTC Common Stock, or the making or delivery of any instrument of transfer under the Plan.

20. The offer, issuance, transfer, or exchange of Reorganized Debtors' common stock, the New CTC Warrant, and any securities issued as a result of the exercise of rights under the New CTC Warrant under the Plan, the making or delivery of an offering memorandum or other instrument of offer or transfer related thereto under the Plan, are exempt from section 5 of the Securities Act and any similar state and local law requiring the registration for offer or sale of a security or registration or licensing of an issuer or a security pursuant to section 1145(a)(1)(A) of the Bankruptcy Code.

21. Except as otherwise expressly provided in the Plan, this Confirmation Order, or any agreement entered into in connection with the Plan (including, without limitation, the Verizon Settlement Agreement, the Cisco Settlement Agreement and the Investment Agreement), or unless otherwise ordered by the Bankruptcy Court, requests for payment of Administrative Claims (except for Fee Claims unless extended by the Bankruptcy Court upon a motion by the Plan Representative), must be filed and served on the Plan Representative, Reorganized Debtors, their counsel, and counsel to the Prepetition Lenders, no later than thirty (30) days after the Effective Date (the "Administrative Claim Bar Date"). Any Person that is required to file and serve a request for payment of an Administrative Claim and fails to timely file and serve such request, shall be forever barred, estopped and enjoined from asserting such Claim or participating in distributions under the Plan on account thereof. Objections to requests for payment of Administrative Claims (except for Fee Claims) must be filed and served on the Reorganized Debtors, their counsel, counsel to the Prepetition Lenders and the requesting party within sixty (60) days after the Effective Date.

22. Unless otherwise ordered by the Bankruptcy Court, requests for payment of Fee Claims must be filed and served on the Plan Representative, Reorganized Debtors, their

counsel, and counsel to the Prepetition Lenders, no later than forty-five (45) days after the Effective Date (the "Fee Claim Bar Date"). Any Professional or Person that is required to file and serve a request for payment of a Fee Claim and fails to timely file and serve such request, shall be forever barred, estopped and enjoined from asserting such Fee Claim or participating in distributions under the Plan on account thereof. Objections to requests for payment of Fee Claims must be filed and served on the Debtors, their counsel, counsel to the Prepetition Lenders and the requesting party within thirty (30) days after the filing of such requests for payment.

23. The record date for determining the creditors and interest holders entitled to receive a distribution under the Plan shall be the Effective Date (the "Record Date"). The Reorganized Debtors, the Plan Representative or the Litigation Trustee may, but shall have no obligation to, recognize any transfers of claims or interests occurring after the Effective Date.

24. Upon the Effective Date and notwithstanding anything to the contrary in the Plan and this Confirmation Order, all contracts with the Debtors' customers for telecommunications, webhosting, collocation and related services (the "Customer Contracts"), except for those contracts listed on Exhibit H to the Plan, shall be deemed assumed pursuant to section 365 of the Bankruptcy Code and the Debtors shall not be required to separately list the Customer Contracts on Exhibit G to the Plan, provided, however, that the Debtors or the Reorganized Debtors shall cooperate with the Litigation Trustee if the Litigation Trustee requires information regarding customers. Notwithstanding anything to the contrary in this Confirmation Order or the Plan, no cure payments are owed in connection with the assumption of the Customer Contracts and, as such, the Debtors shall not be required to provide notice of assumption or notice of cure amounts to the non-Debtor parties to the Customer Contracts.

25. Except as otherwise provided in this Confirmation Order, the Plan or in any contract, instrument, release or other agreement or document entered into in connection with the Plan, on the Effective Date, pursuant to section 365 of the Bankruptcy Code, the applicable Debtor or Debtors will assume each of the Executory Contracts and Unexpired Leases² listed on Exhibit G to the Plan, as may be amended prior to the Effective Date in accordance with the Plan and this Confirmation Order. As of the Effective Date, each Executory Contract and Unexpired Lease listed on Exhibit G to the Plan shall be deemed to include any modifications, amendments, supplements, stipulations, restatements or other agreements made directly or indirectly by any agreement, instrument or other document that in any manner affects such contract or lease, irrespective of whether such agreement, instrument or other document is listed on Exhibit G to the Plan, unless any such modification, amendment, supplement, stipulations, restatement or other agreement is rejected pursuant to Article VIII(C) and is listed on Exhibit H to the Plan. In addition, on the Effective Date, the applicable Debtor or Debtors shall be deemed to have assumed the Verizon Agreements, as such term is defined in and as provided in the Verizon Settlement Agreement and the Cisco Agreements, as such term is defined in the Cisco Settlement Agreement.

26. On or prior to December 1, 2003, the Debtors shall be required to send notice (the "Assumption Notice") of their intent to assume each of the Executory Contracts and Unexpired Leases listed on Exhibit G to the Plan pursuant to Section 365 of the Bankruptcy Code, subject to (i) the assumption conditions set forth in Exhibit G to the Plan and this Confirmation Order, and (ii) the Debtors' ability to modify or amend Exhibit G to the Plan as set forth in this Confirmation Order and the Plan. Each non-Debtor party receiving an Assumption

² Each reference in this Confirmation Order to any Executory Contract or Unexpired Lease shall include, without limitation, any Real Property Executory Contract or Unexpired Lease, unless any or all Real Property Executory Contracts or Unexpired Leases are expressly excluded.

Notice shall be required to file and serve any objection ("Assumption Objection") to the Debtors' assumption of any Executory Contract and Unexpired Lease and/or the cure amount listed on Exhibit G to the Plan with the United States Bankruptcy Court, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801, on or prior to December 12, 2003 at 4:00 p.m. (ET). A hearing to consider any Assumption Objection shall be held on December 19, 2003 at 9:30 a.m.(ET), before the Honorable Peter J. Walsh, 824 N. Market Street, 6th Floor, Wilmington, Delaware. Any party that is required to file an Assumption Objection by the December 12, 2003 and fails to do so in accordance with the terms set forth in this Confirmation Order and the Assumption Notice, shall be forever barred from objecting to the Debtors' assumption of any Executory Contract or Unexpired Lease listed on Exhibit G to the Plan on any basis.

27. Notwithstanding anything to the contrary in this Confirmation Order or the Plan, the Debtors shall be entitled to amend Exhibit G to the Plan at any time prior to the Effective Date, or within seven (7) days after the Effective Date if agreed to with the non-Debtor party to any Executory Contract or Unexpired Lease and with notice given to the Plan Representative and to the Litigation Trustee within three (3) business days thereafter, to:

(a) delete any Executory Contract or Unexpired Lease listed therein, thus providing for its rejection pursuant to Article VIII(C) of the Plan; and (b) add any Executory Contract or Unexpired Lease thereto, even if such Executory Contract or Unexpired Lease was previously listed on Exhibit H to the Plan, thus providing for its assumption pursuant to this Article VIII(A) of the Plan. Notwithstanding anything in the Confirmation Order or the Plan to the contrary, at any time prior to the Effective Date, or within seven (7) days after the Effective Date if agreed to with the non-Debtor party to any Executory Contract or Unexpired Lease and with notice given to the Plan Representative and to the Litigation Trustee within three (3) business days thereafter,

the Debtors shall be entitled to file a stipulation, settlement agreement or other document resolving cure amounts or any other matters related to the assumption or rejection of such contracts (the "Exhibit [G or H] Supplement"), which Exhibit [G or H] Supplement shall be deemed approved by this Confirmation Order and shall be deemed to (i) supplement, modify or amend Exhibit G or H to the Plan, (ii) supplement, modify or amend any applicable Executory Contract or Unexpired Lease, (iii) resolve or settle claims, including but not limited to cure claims and rejection damages claims, and/or (iv) provide any other settlement or relief set forth in such Exhibit [G or H] Supplement, including but not limited to providing authorization for the Debtors to terminate or enter into any contract, lease or agreement. Notwithstanding anything to the contrary in this Confirmation Order or the Plan, the Debtors shall be authorized to file any amendments to Exhibits G and H or any Exhibit [G or H] Supplement on or prior to the Effective Date, or within seven (7) days after the Effective Date if agreed to with the non-Debtor party to any Executory Contract or Unexpired Lease and with notice given to the Plan Representative and to the Litigation Trustee within three (3) business days thereafter; provided that, the Debtors shall be required to notice or serve the parties to the Executory Contracts or Unexpired Leases affected by such amendment or Exhibit [G or H] Supplement and the parties on the then-applicable service list in the Reorganization Cases (including counsel to the Creditors Committee, the Prepetition Lenders and the Plan Representative), within three (3) business days of filing any amendments to Exhibits G and H or any Exhibit [G or H] Supplement.

28. Notwithstanding anything to the contrary in this Confirmation Order or the Plan, if any applicable Exhibit G Supplement has been filed in accordance with the terms hereof relating to any contract and lease listed on Exhibit G, such contract or lease shall be assumed only to the extent set forth on any applicable Exhibit G Supplement or any other stipulation,

settlement agreement or document previously approved by the Court. Notwithstanding anything to the contrary in this Confirmation Order or the Plan, each contract and lease listed on Exhibit G will be assumed only to the extent that any such contract or lease constitutes an Executory Contract or Unexpired Lease. Listing a contract or lease on Exhibit G will not constitute an admission by a Debtor that such contract or lease (including any related agreements as described in Article VI(A)(2)) is an Executory Contract or Unexpired Lease or that a Debtor has any liability thereunder. With respect to the agreements listed on Exhibit G to the Plan, the cure amounts to be paid in connection with the assumption of such contracts are fixed by an applicable Exhibit G Supplement or previous stipulation, settlement agreement or document between the contract parties, or shall be fixed and paid in accordance with Article VIII(B) to the Plan.

29. Any and all pre-petition Executory Contracts and Unexpired Leases not (i) previously assumed by the Debtors pursuant to the Bankruptcy Code prior to the Effective Date, (ii) listed on Exhibit G to the Plan, (iii) the subject of a motion pending as of the Effective Date, (iv) a post-petition Executory Contract or Unexpired Lease as set forth in Article VIII(E) to the Plan, or (v) a Customer Contract assumed pursuant to paragraph 24, shall be deemed rejected by the Debtors pursuant to section 365 of the Bankruptcy Code, which rejection shall be deemed effective upon the earlier of (i) the Effective Date of the Plan, or within seven (7) days after the Effective Date if agreed to with the non-Debtor party to any Executory Contract or Unexpired Lease and with notice given to the Plan Representative and to the Litigation Trustee within three (3) business days thereafter, or (ii) the date specified on Exhibit H to the Plan.

30. All proofs of claim with respect to Claims arising from the rejection of Executory Contracts and Unexpired Leases shall, unless another order of the Bankruptcy Court

provides for an earlier date, be filed with the Bankruptcy Court within thirty (30) days after the Effective Date. Any proof of claim that is not timely filed shall be released, discharged and forever barred from assertion against the Debtors, their estates or property or the Reorganized Debtors.

31. The SNET Settlement Agreement is approved as entered into in connection with the Plan for purposes of this Confirmation Order, and is binding upon SNET and the Debtors as set forth therein. Notwithstanding any provision of this Confirmation Order, including ordering paragraphs 2, 4 and 5 (i) in the event of any inconsistency between the Confirmation Order and the SNET Settlement Agreement, the SNET Settlement Agreement will control, and (ii) nothing in this Confirmation Order constitutes an approval or consent of any matter required to be filed with or approved by the Connecticut Department of Public Utility Control.

32. Notwithstanding any provision of this Confirmation Order, including ordering paragraphs 2, 4 and 5, in the event of any inconsistency between the Confirmation Order and the Verizon Settlement Agreement, the Verizon Settlement Agreement will control.

33. Notwithstanding any provision of this Confirmation Order, including ordering paragraphs 2, 4 and 5, in the event of any inconsistency between the Confirmation Order and the Cisco Settlement Agreement, the Cisco Settlement Agreement will control.

34. On and after the Effective Date, the Plan Representative will have the authority and exclusive right to file, settle, compromise, withdraw or litigate to judgment objections to the allowance of Claims and Interests (other than Claims allowed under the Plan), whether arising before or after the Petition Date, filed with the Bankruptcy Court; provided, however, that the Litigation Trustee shall have the sole and exclusive right to investigate, file,

settle, compromise, withdraw or litigate to judgment or otherwise dispose of objections to the allowance of Defendant General Unsecured Claims. The Plan Representative, or the Litigation Trustee, if applicable, shall file and serve objections to Claims or Interests with this Court by the later of 90 days after the Effective Date and 90 days after proof of such Claim or Interest is filed by the holder thereof, provided however, that this deadline may be extended by the Court upon motion of the Plan Representative or Litigation Trustee, without notice or a hearing.


Notwithstanding the foregoing, unless an order of the Bankruptcy Court specifically provides for a later date, any proof of claim filed after the Bar Date shall be automatically disallowed as a late filed claim, without any action by the Plan Representative or Litigation Trustee, unless and until the party filing such Claim obtains the written consent of the Plan Representative or Litigation Trustee to file such Claim late or obtains an order from this Court upon notice to the Plan Representative or Litigation Trustee that permits the late filing of the Claim, in which event, the Plan Representative or Litigation Trustee shall have 90 days from the date of such written consent or order to object to such Claim, which deadline may be extended by this Court upon motion of the Plan Representative or Litigation Trustee, without notice or a hearing.

35. The Plan as attached on Exhibit A to this Confirmation Order, including without limitation the modifications set forth therein, and all exhibits substantially in the form attached thereto and as may be modified and amended pursuant to the terms of the Plan and this Confirmation Order, are hereby approved.

36. Nothing in this Confirmation Order shall be construed to limit or affect the Reorganized Debtors' rights under the Investment Agreement to collect certain unpaid amounts on customer accounts.

37. Pursuant to Bankruptcy Rule 2002(f)(7) and 3020(c), the Debtors are hereby directed to serve a notice of the entry of this Confirmation Order, in substantially the form attached hereto as Exhibit B (the "Confirmation Notice"), on all holders of record of Claims and Interests as of the date hereof, all parties who have entered their appearance in these cases and requested notice pursuant to Bankruptcy Rule 2002 and the Office of the United States Trustee no later than ten (10) days after the Effective Date of the Plan.

Dated: Wilmington, Delaware
November 20, 2003


Peter J. Walsh
United States Bankruptcy Judge