

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Meteorlogix, LLC		12/31/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Data Transmission Network Corporation
Street Address:	9110 W. Dodge Road
City:	Omaha
State/Country:	NEBRASKA
Postal Code:	68114
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2815879	LIGHTNING MANAGER
Registration Number:	2795765	MXANALYST
Registration Number:	2748388	MXINSIGHT
Registration Number:	2867281	MXINSIGHT FAST START
Registration Number:	2778416	MXINSIGHT METROWATCH
Registration Number:	2834197	MXINSIGHT METROWATCH
Registration Number:	2778417	MXINSIGHT ROUTEWATCH
Registration Number:	2834198	MXINSIGHT ROUTEWATCH
Registration Number:	2748389	MXVISION
Registration Number:	2813703	MXVISION AVIATIONSENTRY
Registration Number:	2780348	MXVISION CLASSICSENTRY
Registration Number:	2744331	MXVISION STORMGUARD
Registration Number:	2728036	MXVISION WEATHERWEB

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Registration Number:	2940969	PRECIP TIMER
Registration Number:	2803105	WHEN WEATHER MEANS BUSINESS
Registration Number:	2432104	METWORK
Registration Number:	2584089	CLIMATE TRENDS
Registration Number:	2757190	MXVISION STORMSENTRY
Registration Number:	2744336	MXVISION WEATHER INFORMATION NOTIFICATION SYSTEM
Registration Number:	2772386	MXVISION WEATHERSENTRY

CORRESPONDENCE DATA

Fax Number: (402)346-1148
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 402-346-6000
Email: pamela.flint@kutakrock.com
Correspondent Name: Pamela Flint, Paralegal
Address Line 1: 1650 Farnam Street
Address Line 2: Kutak Rock LLP
Address Line 4: Omaha, NEBRASKA 68102

ATTORNEY DOCKET NUMBER:	METEORLOGIX
NAME OF SUBMITTER:	Pamela S. Flint, Paralegal
Signature:	/Pamela S. Flint/
Date:	04/02/2007

Total Attachments: 7
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METEORLOGIX, LLC

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT ("Bill of Sale"), effective as of December 31, 2006, is by and between Meteorlogix, LLC, a Delaware limited liability company ("Meteorlogix"), and Data Transmission Network Corporation, a Delaware corporation ("DTNC").

WHEREAS, DTNC holds all of the issued and outstanding membership interests in Meteorlogix; and

WHEREAS, the Board of Managers of Meteorlogix has determined that it is in the best interests of the company to distribute all of its assets, including but not limited to those identified on Exhibit A (the "Assets") and all of its liabilities, including but not limited to those identified on Exhibit B (the "Liabilities") to its sole member and to subsequently wind up its operations and dissolve; and

WHEREAS, DTNC, as sole member of Meteorlogix, has consented to the distribution of the Assets and Liabilities and the winding up and dissolution of Meteorlogix, and

WHEREAS, by this Bill of Sale Meteorlogix is vesting in DTNC all of the Assets and Liabilities.

NOW, THEREFORE, Meteorlogix hereby distributes, transfers, assigns, conveys, grants, sets over, aliens, remises, releases, delivers and confirms unto DTNC, its successors and assigns, all of its rights, title and interest in and to the Assets and Liabilities.

TO HAVE AND TO HOLD all of the Assets and Liabilities unto DTNC, its successors and assigns, to its and their own use forever.

DTNC hereby assumes and agrees to pay, perform and discharge the Liabilities and any other claims and obligations of Meteorlogix, whether related to the Assets or otherwise.

Meteorlogix hereby constitutes and appoints DTNC, its successors and assigns, Meteorlogix's true and lawful attorney and attorneys, with full power of substitution, in Meteorlogix's name and stead, but on behalf and for the benefit of DTNC, its successors and assigns, to demand and receive any and all of the Assets, and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute in Meteorlogix's name, or otherwise, for the benefit of DTNC, its successors and assigns, any and all proceedings at law, in equity or otherwise, which DTNC, its successors and assigns, may deem proper for the collection, reduction to possession of or satisfaction of any of the Assets or Liabilities or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relation to the Assets and Liabilities that DTNC, its successors and assigns, shall deem desirable, Meteorlogix hereby declaring that the foregoing powers are coupled with an interest and are and

shall be irrevocable by Meteorlogix or by its dissolution or in any manner or for any reason whatsoever.

Meteorlogix hereby represents and warrants to DTNC that it has good and marketable title to the Assets, free and clear of all liens and other encumbrances, except for the continuing first priority security interest in and liens on the Assets under the First Lien Credit and Guaranty Agreement, dated as of March 10, 2006, among DTNC, the Guarantors and Lenders referred to therein, Goldman Sachs Credit Partners L.P., as Lead Arranger, Sole Bookrunner and Sole Syndication Agent, and General Electric Capital Corporation, as Administrative Agent and Collateral Agent, and the Collateral Documents (as defined therein) delivered pursuant thereto, as well as the continuing second priority security interests in and liens on the Assets under the Second Lien Credit and Guaranty Agreement, dated as of March 10, 2006, among DTNC, the Guarantors and Lenders referred to therein, and Goldman Sachs Credit Partners, L.P., as Lead Arranger, Sole Bookrunner, Sole Syndication Agent, Administrative Agent and Collateral Agent, and the Collateral Documents (as defined therein) delivered pursuant thereto, as such documents may from time to time be amended or otherwise modified, supplemented, replaced, refunded or refinanced (whether or not with the same agents, banks, lenders, trustees or holders), and irrespective of any changes in the terms thereof (including extending the maturity of obligations, adding or deleting borrowers or guarantors and increasing the amount of incurred or available indebtedness).

Meteorlogix hereby covenants that, from time to time after the delivery of this Bill of Sale, at DTNC's request and without further consideration, Meteorlogix will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all and every such further acts, deeds, conveyances, transfers, assignments, powers of attorney and assurances as reasonably may be required more effectively to convey, transfer to and vest in DTNC, and to put DTNC in possession of, any and all of the Assets and Liabilities.

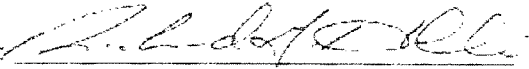
Nothing in this Bill of Sale, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm or corporation other than DTNC and Meteorlogix and their respective successors and assigns any remedy or claim under or by reason of this Bill of Sale or any terms, covenants or conditions hereof, and all the terms, covenants, conditions, promises and agreements in this Bill of Sale shall be for the sole and exclusive benefit of DTNC and Meteorlogix and their respective successors and assigns.

This Bill of Sale is executed by, and shall be binding upon, DTNC and Meteorlogix and their respective successors and assigns, for the uses and purposes above set forth and referred to, effective immediately upon its delivery to DTNC. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of law. This Bill of Sale may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signatures are on the following page]

IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be executed as of the date first above written.

METEORLOGIX, LLC

By: 

Name: Richard G. Hallé

Title: Chief Financial Officer

DATA TRANSMISSION NETWORK
CORPORATION

By: 

Name: Richard G. Hallé

Title: Chief Financial Officer

EXHIBIT A

ASSETS

Any and all assets held by Meteorlogix, including but not limited to all equipment, parts, supplies, computer hardware and software, furniture, real estate, fixtures, motor vehicles, contracts, intellectual property, goodwill, licenses, franchises, permits, warranties, documents files and records.

EXHIBIT B

LIABILITIES

Any and all liabilities of Meteorlogix, including but not limited to all obligations of Meteorlogix under the First Lien Credit and Guaranty Agreement, dated as of March 10, 2006, among DTNC, the Guarantors and Lenders referred to therein, Goldman Sachs Credit Partners L.P., as Lead Arranger, Sole Bookrunner and Sole Syndication Agent, and General Electric Capital Corporation, as Administrative Agent and Collateral Agent, and the Collateral Documents (as defined therein) delivered pursuant thereto, as well as the continuing second priority security interests in and liens on the Assets under the Second Lien Credit and Guaranty Agreement, dated as of March 10, 2006, among DTNC, the Guarantors and Lenders referred to therein, and Goldman Sachs Credit Partners, L.P., as Lead Arranger, Sole Bookrunner, Sole Syndication Agent, Administrative Agent and Collateral Agent, and the Collateral Documents (as defined therein) delivered pursuant thereto.

SCHEDULE A
TRADEMARKS
METEORLOGIX, LLC

<u>Trademark</u>	<u>Application No., Filing Date</u>	<u>Registration No., Registration Date</u>
LIGHTNING MANAGER	76/401,855 04/30/02	2,815,879 02/17/04
MXANALYST	76/401,857 04/30/02	2,795,765 12/16/03
MXINSIGHT	76/348,541 12/12/01	2,748,388 08/05/03
MXINSIGHT FAST START	76/364,291 01/29/02	2,867,281 07/27/04
MXINSIGHT METROWATCH	76/355,339 01/04/02	2,778,416 10/28/03
MXINSIGHT METROWATCH	76/527,976 07/08/03	2,834,197 04/20/04
MXINSIGHT ROUTEWATCH	76/355,342 01/04/02	2,778,417 10/28/03
MXINSIGHT ROUTEWATCH	76/527,977 07/08/03	2,834,198 04/20/04
MXVISION	76/349,005 12/12/01	2,748,389 08/05/03
MXVISION AVIATIONSENTRY	76/364,096 01/29/02	2,813,703 02/10/04
MXVISION CLASSICSENTRY	76/364,099 01/29/02	2,780,348 11/04/03
MXVISION STORMGUARD	76/355,646 01/04/02	2,744,331 07/29/03
MXVISION STORMSENTRY	76/355,746 01/29/02	2,757,190 02/10/04
MXVISION WEATHER INFORMATION NOTIFICATION SYSTEM	76/355,726 01/29/02	2,744,336 11/04/03
MXVISION WEATHERSENTRY	76/364,095 01/04/02	2,772,386 07/29/03
MXVISION WEATHERWEB	76/355,337 01/04/02	2,728,036 06/17/03
PRECIP TIMER	76/539,589 08/11/03	2,940,969 04/12/05
WHEN WEATHER MEANS BUSINESS	76/348,601 12/12/01	2,803,105 01/06/04

METWORK	75/575,535 10/20/98	2,432,104 02/27/01
CLIMATE TRENDS	76/245,295 04/23/01	2,584,089 06/18/02