

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zayo Bandwidth Tennessee, LLC		11/07/2007	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	CIT Lending Services Corporation		
Street Address:	44 Whippany Road		
City:	Morristown		
State/Country:	NEW JERSEY		
Postal Code:	07960		
Entity Type:	Agent:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2572278	MEMPHIS NETWORK	
Registration Number:	2545349	MEMPHIS NETWORK	
Registration Number:	2878837	MEMPHIS NETWORK THE BACKBONE OF THE CITY	
CORRESPONDENCE DATA			
Fax Number:	(804)344-7999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	804-788-8523		
Email:	HWRITM@hunton.com		
Correspondent Name:	Edward T. White		
Address Line 1:	951 East Byrd Street		
Address Line 2:	Riverfront Plaza, East Tower		
Address Line 4:	Richmond, VIRGINIA 23219-4074		
ATTORNEY DOCKET NUMBER:	64526.37		
NAME OF SUBMITTER:	Edward T. White		

CH \$90.00 2572278

Signature:	/Edward T. White/
Date:	11/12/2007
Total Attachments: 4 source=Trademark Interest Zayo Bandwidth Tenn#page1.tif source=Trademark Interest Zayo Bandwidth Tenn#page2.tif source=Trademark Interest Zayo Bandwidth Tenn#page3.tif source=Trademark Interest Zayo Bandwidth Tenn#page4.tif	

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, ZAYO BANDWIDTH TENNESSEE, LLC, a Tennessee limited liability company (“Grantor”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor has entered into a Credit and Guaranty Agreement dated as of November [7], 2007 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “Credit Agreement”) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “Lenders”) and CIT LENDING SERVICES CORPORATION, as Administrative Agent for the Lenders (in such capacity, “Agent”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Borrowers thereunder; and

WHEREAS, pursuant to the terms of a Security and Pledge Agreement dated as of November [], 2007 (said Security and Pledge Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “Security and Pledge Agreement”), among Grantor, Agent and the other grantors named therein, Grantor has created in favor of Agent a security interest in, and Agent has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security and Pledge Agreement, to evidence further the security interest granted by Grantor to Agent pursuant to the Security and Pledge Agreement, Grantor hereby grants to Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “Trademark Collateral”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “Trademarks”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security and Pledge Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto.

ZAYO BANDWIDTH TENNESSEE, LLC

By: 

Name: Scott E. Beer

Title: Vice President, General
Counsel and Secretary

[Signature Page - Zayo Tennessee Grant of Trademark Security Interest]

TRADEMARK
REEL: 003659 FRAME: 0119

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration/ Appl. Number</u>	<u>Registration/ Appl. Date</u>	<u>Jurisdiction</u>
Zayo Bandwidth Tennessee, LLC	MEMPHIS NETWORKX & Design	2,572,278	March 5, 2002	U.S.
Zayo Bandwidth Tennessee, LLC	MEMPHIS NETWORKX	2,545,349	March 5, 2002	U.S.
Zayo Bandwidth Tennessee, LLC	MEMPHIS NETWORKX THE BACKBONE OF THE CITY & Design	2,878,837	August 31, 2004	U.S.