

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fibernet Telecom Group, Inc.		02/15/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIT Lending Services Corporation		
<b>Street Address:</b>	44 Whippany Road		
<b>City:</b>	Morristown		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07960		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78716561	AVAILIUS	
<b>Serial Number:</b>	78693888	FIBERNET	
<b>Serial Number:</b>	77044317		
<b>Serial Number:</b>	77037993		
<b>Serial Number:</b>	78750871	PHONOMENUM	
<b>Serial Number:</b>	75880854	FIBERNET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)827-8185		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	chicago.trademarks@klgates.com		
<b>Correspondent Name:</b>	K&L Gates LLP		
<b>Address Line 1:</b>	P.O. Box 1135		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60690-1135		
<b>ATTORNEY DOCKET NUMBER:</b>	119002-00020		

CH \$165.00 78716561

**900143328**

**TRADEMARK  
 REEL: 004062 FRAME: 0726**

NAME OF SUBMITTER:	Doug Hatlestad
Signature:	/doug hatlestad/
Date:	09/16/2009
Total Attachments: 4 source=fibernet#page1.tif source=fibernet#page2.tif source=fibernet#page3.tif source=fibernet#page4.tif	

## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS**, FIBERNET TELECOM GROUP, INC., a Delaware corporation (“**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 an Amended and Restated Credit and Guaranty Agreement dated as of February 15, 2008 (said Amended and Restated Credit and Guaranty 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 an Amended and Restated Security and Pledge Agreement dated as of February 15, 2008 (said Amended and Restated 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**”):

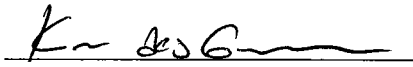
(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or 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.]*

**FIBERNET TELECOM GROUP, INC.**


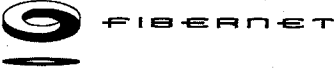
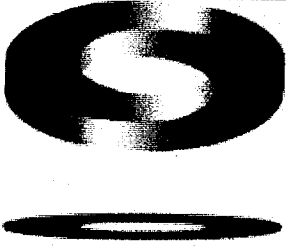

By: 

Name: Ken desGarenes

Title: Chief Financial Officer

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

**REGISTERED TRADEMARKS**

OWNER	MARK	SERIAL NUMBER AND DATE	REGISTRATION NUMBER AND DATE
FiberNet Telecom Group, Inc.		78716561 09/20/2005	09/20/2005
FiberNet Telecom Group, Inc.		78693888 08/16/2005	3395986 03/11/2008
FiberNet Telecom Group, Inc.		77044317 11/15/2006	3361370 01/01/2008
FiberNet Telecom Group, Inc.		77037993 11/06/2006	3350844 12/11/2007
FiberNet Telecom Group, Inc.	PHONOMENUM	78750871 11/09/2005	3198383 01/16/2007
FiberNet Telecom Group, Inc.	FIBERNET	75880854 12/27/1999	N/A