

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CIT Lending Services Corporation		03/12/2010	Agent:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Zayo Bandwidth Tennessee, LLC		
<b>Street Address:</b>	7620 Appling Center Drive		
<b>Internal Address:</b>	Suite 101		
<b>City:</b>	Memphis		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	38133		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: TENNESSEE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2572278	MEMPHIS NETWORKX	
Registration Number:	2545349	MEMPHIS NETWORKX	
Registration Number:	2878837	MEMPHIS NETWORKX THE BACKBONE OF THE CITY	
<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>	valerie.swanson@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>	3717423-20		
<b>NAME OF SUBMITTER:</b>	Doug Hatlestad		
<b>Signature:</b>	/doug hatlestad/		

CH \$90.00 2572278

**900157005**

**TRADEMARK**  
**REEL: 004166 FRAME: 0895**

Date:

03/12/2010

**Total Attachments: 11**

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March 12, 2010

Zayo Group, LLC  
901 Front Street, Suite 200  
Louisville, CO 80027  
Attn: Ken desGarennes, Chief Financial Officer  
Telecopy No.: [REDACTED]  
[REDACTED]

Ladies and Gentlemen:

This letter agreement refers to that certain Amended and Restated Credit and Guaranty Agreement, dated as of February 15, 2008 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Credit Agreement"; capitalized terms used herein but not otherwise defined shall have the meanings given to such terms in the Credit Agreement), by and among Zayo Group, LLC, a Delaware limited liability company ("Parent"), each of Parent's Subsidiaries identified on the signature pages thereto as Borrowers (such Subsidiaries, together with Parent, are referred to hereinafter each individually as a "Borrower" and individually and collectively, jointly and severally, as "Borrowers"), Zayo Group Holdings, Inc. ("Holdings"), and each of Parent's Subsidiaries identified on the signature pages thereto as Guarantors (such Subsidiaries, together with Holdings, are referred to hereinafter each individually as a "Guarantor" and individually and collectively, jointly and severally, as the "Guarantors"), the lenders party thereto from time to time ("Lenders") and CIT Lending Services Corporation, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent").

Concurrently herewith, Parent and Zayo Capital, Inc., a Delaware corporation ("New Borrowers") are entering into financing arrangements with SunTrust Bank, as administrative agent (in such capacity, "New Agent") and collateral agent (in such capacity, "New Collateral Agent"), and certain other lenders ("New Lender") and utilizing a portion of the initial secured loans provided by New Lender to New Borrowers to repay all of the Loans and related indebtedness.

We understand that the New Borrowers shall pay or cause to be paid to Administrative Agent or K&L Gates LLP ("K&L Gates"), as applicable, in accordance with Schedule I, at New Borrowers' cost and expense, on the date hereof by federal funds wire transfer the amount [REDACTED] (the "Payoff Amount"), which is the sum of the following (with capitalized terms in this paragraph having their meaning as set forth in the Credit Agreement):

1. Revolving Loans in the aggregate principal amount of [REDACTED] outstanding as of the end of business on March 12, 2010;

2. accrued and unpaid interest on the Revolving Loans of [REDACTED] of March 12, 2010

3. Term Loans in the aggregate principal amount of [REDACTED] outstanding as of the end of business on March 12, 2010;

4. accrued and unpaid interest on the Term Loans of [REDACTED] as of March 12, 2010;

5. accrued and unpaid fees due under the Credit Agreement and the other Loan Documents of [REDACTED] and

6. the Letter of Credit reimbursement obligation for the drawn Letter of Credit set forth on Schedule III of [REDACTED]

7. Cash Collateral (as defined below) for the Existing Letter of Credit (as defined below) of [REDACTED] (items 1-7, collectively, the "CIT Payoff Amount");

8. invoiced legal fees and expenses of K&L Gates through February 28, 2010 of [REDACTED] plus an additional amount of [REDACTED] for time and expenses incurred after such date in connection with the payoff, the Existing Letter of Credit, release of liens and transfer of collateral and other similar matters (the "K&L Gates Fees").

The CIT Payoff Amount shall increase by a per diem in the amount of [REDACTED] for each day after the date hereof that such amount is not received by Administrative Agent.

Payment of the foregoing sums should be made to Administrative Agent or K&L Gates, as applicable, at or prior to 12:00 p.m. (New York, New York time), on the date hereof by way of a wire or intrabank transfer of immediately available funds directed as specified on Schedule I hereto. Payments received by Administrative Agent after 12:00 p.m. (New York, New York time), on the date hereof shall be deemed to be received the following business day.

Additionally, as of March 12, 2010, prior to giving effect hereto, the Letter of Credit set forth on Schedule II hereto is outstanding under the Credit Agreement (the "Existing Letter of Credit").

The above referenced CIT Payoff Amount includes [REDACTED] (the "Cash Collateral"), which equals [REDACTED] of the aggregate face amount of the issued and outstanding Existing Letter of Credit.

The Borrowers hereby grant to Administrative Agent and the L/C Issuers a security interest in and right of set off against the Cash Collateral to secure the Borrowers obligations with respect to the Existing Letter of Credit, including, without limitation, for the payment of (a) all charges, commissions, fees and costs of each L/C Issuer, (b) all expenses of each L/C Issuer incurred in connection with the administration or maintenance of the Existing Letter of Credit and (c) all reimbursement obligations in connection with any drawings under the Existing Letter of Credit and all other Letter of Credit Obligations relating to the Existing Letter of Credit. The Borrowers and New Collateral Agent agree that Administrative Agent and L/C

Issuers shall hold a senior lien and security interest in the Cash Collateral, free and clear of all other Liens. Administrative Agent, on behalf of the L/C Issuers, is hereby authorized, without any prior notice or demand, to debit and/or setoff against the Cash Collateral to pay any drawing or other payment owing with respect to the Existing Letter of Credit. The Borrowers acknowledge and agree to use commercially reasonable efforts to arrange with the beneficiaries of such Existing Letter of Credit to return the originals of such Existing Letter of Credit to Administrative Agent promptly after the Payoff Date, together with the originals of all amendments thereto for cancellation, together with a cancellation authorization notice executed by each such beneficiary in form and substance satisfactory to Administrative Agent. Within three (3) business days after Administrative Agent receives the original of any Existing Letter of Credit, together with the originals of all amendments thereto for cancellation, together with a cancellation authorization notice executed by the beneficiary in form and substance satisfactory to Administrative Agent, in each case, without a request for a draw thereunder, Administrative Agent shall remit to the bank account specified in writing by the Borrowers, the Cash Collateral then held with respect to that particular Existing Letter of Credit, as applicable, less any amounts charged against such Cash Collateral after the date hereof. To the extent that the Cash Collateral is insufficient to compensate Administrative Agent, on behalf of the L/C Issuers, for all reimbursement obligations of the Borrowers relating to the Existing Letter of Credit, the Borrowers acknowledge and agree that they shall remain liable for payment of all such amounts.

Administrative Agent agrees that upon (a) payment in immediately available funds of the Payoff Amount (plus any applicable per diem) and (b) receipt by Administrative Agent of counterparts of this letter agreement from the New Borrowers, (i) the Credit Agreement and other Loan Documents (as defined in the Credit Agreement, the "Loan Documents") shall terminate (except for (x) indemnification obligations that shall survive in accordance with the terms of the Credit Agreement and the other Loan Documents until satisfied in full, (y) the obligation to reimburse the L/C Issuers for any draws made under the Existing Letter of Credit, which reimbursement obligations shall be satisfied by the Cash Collateral) and (z) any Letter of Credit Obligations in respect of the Existing Letter of Credit in excess of the Cash Collateral), (ii) all security interests and liens held by or for the benefit of Administrative Agent and the Lenders under the Loan Documents shall be automatically terminated and released without any further action by the New Borrowers, the Guarantors, Administrative Agent or the Lenders and Administrative Agent authorized New Borrowers, New Agent, New Collateral Agent and their respective counsel (at the sole expense and cost of the New Borrowers) to file all appropriate Uniform Commercial Code termination statements and such other releases as are necessary to release or terminate any and all security interests and liens in and to any assets of the Borrowers and the Guarantors under the Loan Documents, and (iii) all original stock certificates and other instruments in Administrative Agent possession will be delivered to the New Collateral Agent.

New Borrowers agree to indemnify Administrative Agent and the Lenders from any and all loss, cost, damage or expense (including attorneys' fees and legal expenses) that Administrative Agent and the Lenders, or any of them, may suffer or incur at any time as a result of any non-payment, claim, refund or dishonor of any checks or other items which have been credited by Administrative Agent and the Lenders to the account of the New Borrowers with Administrative Agent or any Lender.

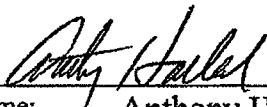
Each New Borrower, each Borrower and each Guarantor represents and warrants that there are no claims, causes of action, suits, debts, obligations, liabilities, demands of any kind, character or nature whatsoever, fixed or contingent, which any New Borrower, any Borrower or any Guarantor may have, or claim to have, against Administrative Agent or the Lenders, or any of them, and each New Borrower, each Borrower and each Guarantor hereby releases, acquits and forever discharges Administrative Agent and each Lender and their respective agents, employees, officers, directors, servants, representatives, attorneys, affiliates, successors and assigns (collectively, the "Released Parties") from any and all liabilities, claims, suits, debts, causes of action and the like of any kind, character or nature whatsoever, known or unknown, fixed or contingent, that any New Borrower, any Borrower or any Guarantor may have, or claim to have, against each of the such Released Parties from the beginning of time until and through the dates of execution and delivery of this letter agreement.

This letter agreement shall terminate and be of no force and effect if the Payoff Amount is not received by Administrative Agent by 12:00 p.m. on March 15, 2010.

[remainder of page intentionally left blank]

This letter agreement shall be effective when a counterpart is signed by each of the parties in the appropriate space provided below. This letter agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one agreement. Delivery of a counterpart by facsimile transmission or by other electronic transmission shall be effective as delivery of a manually executed counterpart hereof. Your signature shall also constitute your request to terminate the Commitments upon payment of the Payoff Amount (plus any per diem, as applicable).

**CIT LENDING SERVICES CORPORATION,**  
as Administrative Agent

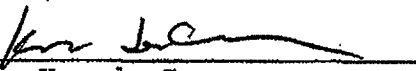
By:   
Name: Anthony Holland  
Title: Vice President

ACKNOWLEDGED, ACCEPTED  
AND AGREED to as of the date first  
written above:


ZAYO GROUP, LLC, as a Borrower and New Borrower

By:   
Name: Ken desGarenes  
Title: Chief Financial Officer

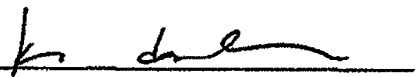
ZAYO CAPITAL, INC., as a New Borrower

By:   
Name: Ken desGarenes  
Title: Chief Financial Officer


ZAYO BANDWIDTH NORTHEAST,  
LLC, as a Borrower

By:   
Name: Ken desGarenes  
Title: Chief Financial Officer

ZAYO BANDWIDTH TENNESSEE, LLC,  
as a Borrower

By:   
Name: Ken desGarenes  
Title: Chief Financial Officer


ZAYO BANDWIDTH INDIANA, LLC, as  
a Borrower

By:   
Name: Ken desGarenes  
Title: Chief Financial Officer


PAYOFF LETTER




**ZAYO ENTERPRISE NETWORKS, LLC,**  
as a Borrower

By:   
Name: Ken desGarenes  
Title: Chief Financial Officer


**ONVOY, INC.,** as a Borrower

By:   
Name: Ken desGarenes  
Title: Chief Financial Officer


**ZAYO BANDWIDTH CENTRAL, LLC,** as  
a Borrower

By:   
Name: Ken desGarenes  
Title: Chief Financial Officer

**ZAYO BANDWIDTH TRI-STATE, LLC,**  
as a Borrower


By:   
Name: Ken desGarenes  
Title: Chief Financial Officer

**ZAYO BANDWIDTH NORTHWEST,  
INC.,** as a Borrower


By:   
Name: Ken desGarenes  
Title: Chief Financial Officer

PAYOFF LETTER


**ZAYO BANDWIDTH MIDWEST, LLC,**  
as a Borrower

By:   
Name: Ken desGarenes  
Title: Chief Financial Officer


**FIBERLINK LLC, as a Borrower**

By:   
Name: Ken desGarenes  
Title: Chief Financial Officer


**ZAYO BANDWIDTH TRI-STATE II,  
LLC, as a Borrower**

By:   
Name: Ken desGarenes  
Title: Chief Financial Officer

**ZAYO BANDWIDTH, LLC, as a Borrower**


By:   
Name: Ken desGarenes  
Title: Chief Financial Officer

**ZAYO COLOCATION, INC., as a  
Borrower**


By:   
Name: Ken desGarenes  
Title: Chief Financial Officer

PAYOFF LETTER

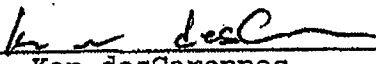
**ZAYO GROUP HOLDINGS, INC., as a  
Borrower**

By:   
Name: Ken desGarenes  
Title: Chief Financial Officer

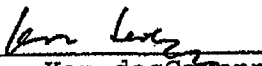
**ZAYO BANDWIDTH NORTHEAST SUB,  
LLC, as a Borrower**

By:   
Name: Ken desGarenes  
Title: Chief Financial Officer

**MINNESOTA INDEPENDENT EQUAL  
ACCESS CORPORATION, as a Borrower**

By:   
Name: Ken desGarenes  
Title: Chief Financial Officer

**ZAYO BANDWIDTH CENTRAL  
(VIRGINIA), LLC, as a Borrower**


By:   
Name: Ken desGarenes  
Title: Chief Financial Officer

**ADESTA COMMUNICATIONS, INC., as  
a Borrower**


By:   
Name: Ken desGarenes  
Title: Chief Financial Officer

PAYOFF LETTER


**NTI OF CALIFORNIA, LLC, as a  
Borrower**

By:   
Name: Ken desGarenes  
Title: Chief Financial Officer


**FIBERNET OPERATIONS, INC., as a  
Borrower**

By:   
Name: Ken desGarenes  
Title: Chief Financial Officer


**DEVNET L.L.C., as a Borrower**

By:   
Name: Ken desGarenes  
Title: Chief Financial Officer

**FIBERNET TELECOM, INC., as a  
Borrower**

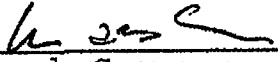
By:   
Name: Ken desGarenes  
Title: Chief Financial Officer

**AVALIUS, LLC, as a Borrower**


By:   
Name: Ken desGarenes  
Title: Chief Financial Officer

PAYOFF LETTER

**LOCAL FIBER, LLC, as a Borrower**

By:   
Name: Ken desGarenes  
Title: Chief Financial Officer

**FIBERNET EQUAL ACCESS, L.L.C., as a  
Borrower**

By:   
Name: Ken desGarenes  
Title: Chief Financial Officer

PAYOFF LETTER