

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
RCN Telecom Services, LLC		08/26/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Administrative Agent		
Street Address:	303 Peachtree Street		
Internal Address:	25th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	2509709	DIGITALVISION	
Registration Number:	2907444	RESILINK	
Registration Number:	2565483	MEGABAND	
Registration Number:	2784025	ADDED ADVANTAGE	
Registration Number:	3424489	MEGAMODEM MACH 20	
Registration Number:	3424488	MEGAMODEM MACH 10	
Registration Number:	3424487	MEGAMODEM MACH 5	
Registration Number:	3424485	MEGAMODEM MACH 3	
Serial Number:	78824118	RCN NEWS	
Registration Number:	3138085	CONNECT TO SOMETHING MORE	
Serial Number:	77617501	RCN BUSINESS SERVICES VOICE DATA VIDEO	
Serial Number:	77686221	RCN GLOBAL SAVER	
Serial Number:	77837586	COME HOME TO RCN	

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TRADEMARK
REEL: 004270 FRAME: 0800

Registration Number:	3546300	RCN METRO
Registration Number:	2474734	STARPOWER
Serial Number:	77731197	THE WORLD AWAITS
Serial Number:	77928024	RCN
Serial Number:	77704051	STARPOWER HD
Registration Number:	3474115	DIGITALVISIONPLUS
Registration Number:	3292552	RCN WEBWATCH
Registration Number:	3662105	DIGITAL VISION BUSINESS
Registration Number:	3719510	ANALOG CRUSH
Registration Number:	3635277	RCN BUSINESS SERVICES

CORRESPONDENCE DATA

Fax Number: (404)815-2424

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-815-2231

Email: carolfraser@paulhastings.com

Correspondent Name: Carol Fraser, Corporate Paralegal

Address Line 1: 600 Peachtree Street, NE

Address Line 2: Paul Hastings Janofsky & Walker LLP

Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	09/01/2010

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of this 26th day of August, 2010, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and SUNTRUST BANK, in its capacity as administrative agent for the Lender Group (together with its successors, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Yankee Cable Acquisition, LLC, a Delaware limited liability company ("Cable Buyer"), RCN Telecom Services, LLC, a Delaware limited liability company ("Cable Opco" and, together with Cable Buyer, collectively, the "Borrowers" and, each individually, a "Borrower"), Yankee Cable Parent, LLC, a Delaware limited liability company ("Parent"), as a Guarantor, the other Persons party thereto from time to time as Guarantors, the financial institutions party thereto from time to time as lenders, the other agents party thereto and Administrative Agent, the Lender Group is willing to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lender Group is willing to make the financial accommodations to the Borrowers and the other Borrower Parties as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Lender Group, that certain Security Agreement, dated as of August 26, 2010, (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks (other than any intent-to-use United States Trademark application for which an amendment to allege use or statement of use has not been

filed and accepted by the United States Patent and Trademark Office) and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic method of transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

RCN TELECOM SERVICES, LLC

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY: SUNTRUST BANK, as Administrative Agent

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

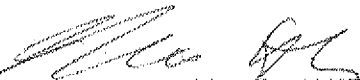
GRANTORS:

RCN TELECOM SERVICES, LLC

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED
BY:

SUNTRUST BANK, as Administrative Agent

By: 
Name: *Nicholas Hahn*
Title: *Director*

SCHEDULE 1**TRADEMARKS**

<u>Mark</u>	<u>Registration No.</u> <u>(Application No.)</u>	<u>Reg. Date/ Application Date</u>	<u>Country of Registration/ Application</u>	<u>Owner/Applicant</u>
DIGITALVISION	2,509,709	Nov. 20, 2001	U.S.	RCN Telecom Services, LLC
RESILINK	2,907,444	Dec. 7, 2004	U.S.	RCN Telecom Services, LLC
MEGABAND	2,565,483	Apr. 30, 2002	U.S.	RCN Telecom Services, LLC
ADDED ADVANTAGE	2,784,025	Nov. 18, 2003	U.S.	RCN Telecom Services, LLC
MEGAMODEM MACH 20	3,424,489	May 6, 2008	U.S.	RCN Telecom Services, LLC
MEGAMODEM MACH 10	3,424,488	May 6, 2008	U.S.	RCN Telecom Services, LLC
MEGAMODEM MACH 5	3,424, 487	May 6, 2008	U.S.	RCN Telecom Services, LLC
MEGAMODEM MACH 3	3,424,485	May 6, 2008	U.S.	RCN Telecom Services, LLC
RCN NEWS & Design	(78/824,118)	Feb. 27, 2006	U.S.	RCN Telecom Services, LLC
CONNECT TO SOMETHING MORE	3,138,085	Sept. 5, 2006	U.S.	RCN Telecom Services, LLC
RCN BUSINESS SERVICES VOICE DATA VIDEO & Design ¹	(77/617,501)	Nov 19, 2008	U.S.	RCN Telecom Services, LLC
RCN GLOBAL SAVER ²	(77/686221)	Mar. 9, 2009	U.S.	RCN Telecom Services, LLC

¹ An opposition is now pending at the Trademark Trial and Appeal Board (10.12.2009).

² An opposition is now pending at the Trademark Trial and Appeal Board (9.26.2009).

<u>Mark</u>	<u>Registration No.</u> <u>(Application No.)</u>	<u>Reg. Date/ Application Date</u>	<u>Country of Registration/ Application</u>	<u>Owner/Applicant</u>
COME HOME TO RCN	(77/837,586)	Sept. 29, 2009	U.S.	RCN Telecom Services, LLC
RCN METRO	3,546,300	Dec. 16, 2009	U.S.	RCN Telecom Services, LLC
STARPOWER	2,474,734	Aug. 7, 2001	U.S.	RCN Telecom Services, LLC
THE WORLD AWAITS	(77/731,197)	May 7, 2009	U.S.	RCN Telecom Services, LLC
RCN and Design	(77/928,024)	Feb. 4, 2010	U.S.	RCN Telecom Services, LLC
STARPOWER HD	(77/704, 051)	Apr. 1, 2009	U.S.	RCN Telecom Services, LLC
DIGITALVISIONPLUS	3,474,115	July 22, 2008	U.S.	RCN Telecom Services, LLC
RCN WEBWATCH	3,292,552	Sept. 18, 2007	U.S.	RCN Telecom Services, LLC
DIGITALVISION BUSINESS	3,662,105	July 29, 2009	U.S.	RCN Telecom Services, LLC
ANALOG CRUSH	3,719,510	Dec. 1, 2009	U.S.	RCN TELECOM SERVICES, LLC
RCN BUSINESS SERVICES	3,635,277	June 9, 2009	U.S.	RCN TELECOM SERVICES, LLC