

# 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
Verosity Technology Partners, LLC		08/31/2010	LIMITED LIABILITY COMPANY: MASSACHUSETTS
LT LLC		08/31/2010	LIMITED LIABILITY COMPANY: DELAWARE
Light Tower Fiber LLC		08/31/2010	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	77221293	LIGHTTOWER
Serial Number:	77221290	LIGHTTOWER WIRELESS INFRASTRUCTURE REDEFINED
Serial Number:	85082698	THAT'S MY NETWORK
Registration Number:	3556092	FLEXHAUL
Registration Number:	2816162	VEROXITY TECHNOLOGY PARTNERS
Registration Number:	2924626	VEROXITY

## CORRESPONDENCE DATA

Fax Number: (404)572-5128

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

Phone: 404-572-3458

Email: slake@kslaw.com

**TRADEMARK**

**900170905**

**REEL: 004272 FRAME: 0810**

CH \$165.00 77221293

Correspondent Name: Susan Lake, Paralegal  
Address Line 1: 1180 Peachtree Street  
Address Line 2: King & Spalding  
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09611-015048
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NAME OF SUBMITTER:	Susan Lake
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Signature:	/Susan Lake/
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Date:	09/03/2010
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**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 31, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 20, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among LT LLC (the "Borrower"), certain of its subsidiaries, the Lenders from time to time parties thereto and the Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement dated as of October 20, 2008 in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, and the Agent to enter into the Credit Agreement and to induce the Lenders to make extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1.      Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2.      Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a)      all of its Trademarks and all Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(a) all income, royalties, Proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


[SIGNATURE PAGES FOLLOW]

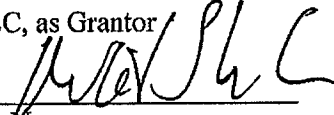
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

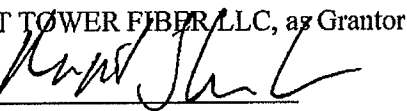
Very truly yours,

VEROXITY TECHNOLOGY PARTNERS, LLC,  
as Grantor

By: VEROXITY HOLDINGS, INC., its  
Manager

By:   
Name: Robert J. Shanahan  
Title: Chief Executive Officer

LT LLC, as Grantor  
By:   
Name:  
Title: Robert J. Shanahan  
Chief Executive Officer

LIGHT TOWER FIBER LLC, as Grantor  
By:   
Name:  
Title: Robert J. Shanahan  
Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as 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.

Very truly yours,

VEROXITY TECHNOLOGY PARTNERS, LLC,  
as Grantor

By: VEROXITY HOLDINGS, INC., its  
Manager

By: \_\_\_\_\_  
Name:  
Title:

LT LLC, as Grantor

By: \_\_\_\_\_  
Name:  
Title:

LIGHT TOWER FIBER LLC, as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By: Brian A. Jack  
Name: Brian A. Jack  
Title: Duly Authorized Signatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

TRADEMARK	OWNER	SERIAL NUMBER / REGISTRATION NUMBER	FILING DATE / REGISTRATION DATE
LIGHTOWER & Design	LT LLC	77/221,293	07/03/2007
LIGHTOWER WIRELESS INFRASTRUCTURE REDEFINED	LT LLC	77/221,290	07/03/2007
THAT'S MY NETWORK	LT LLC	85/082,698	07/12/2010
FLEXHAUL	Light Tower Fiber LLC	3,556,092	01/06/2009
VEROXITY TECHNOLOGY PARTNERS	Verosity Technology Partners, LLC	2816162	02/24/2004
Verosity	Verosity Technology Partners, LLC	2924626	02/08/2005

2. TRADEMARK APPLICATIONS

None.

3. LICENSES

None.