

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
LT LLC		11/30/2010	LIMITED LIABILITY COMPANY: DELAWARE
Light Tower Fiber LLC		11/30/2010	LIMITED LIABILITY COMPANY: DELAWARE
Veroxity Technology Partners, LLC		11/30/2010	LIMITED LIABILITY COMPANY: MASSACHUSETTS
Lexent Inc.		11/30/2010	CORPORATION: 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: 8

Property Type	Number	Word Mark
Registration Number:	3714146	LIGHTTOWER
Registration Number:	3828986	LIGHTTOWER FIBER NETWORKS
Registration Number:	3556092	FLEXHAUL
Serial Number:	85082698	THAT'S MY NETWORK
Registration Number:	2924626	VEROXITY
Registration Number:	2816162	VEROXITY TECHNOLOGY PARTNERS
Registration Number:	2514333	LEXENT ENABLING THE BROADBAND FUTURE
Registration Number:	2467510	LEXENT ENABLING THE BROADBAND FUTURE

CORRESPONDENCE DATA

900178231

TRADEMARK
REEL: 004428 FRAME: 0118

CH \$215.00 3714146

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

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:

09636-015032

NAME OF SUBMITTER:

Susan Lake

Signature:

/Susan Lake/

Date:

12/08/2010

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 30, 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 November 30, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among LIGHT TOWER 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 November 30, 2010 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
- (d) 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,

LT LLC, as Grantor
LIGHT TOWER FIBER LLC, as Grantor
VEROXITY TECHNOLOGY PARTNERS,
LLC, as Grantor
LEXENT INC., as Grantor

By: 

Robert J. Shanahan
Chief Executive Officer and
President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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

[TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

State of Massachusetts)
County of Middlesex) ss.

On this 29th day of November, 2010 before me personally appeared Rob Shanahan, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of LT LLC, LIGHT TOWER FIBER LLC, VEROXITY TECHNOLOGY PARTNERS, LLC, and LEXENT INC., who being by me duly sworn did depose and say that he is an authorized officer of each of the aforesaid corporations, that the said instrument was signed on behalf of each of the aforesaid corporations as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of each of the aforesaid corporations.

Danille Joyce
Notary Public

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Mark: LIGHTOWER
Current Owner: LT LLC
Registration No.: 3714146
Issued: 11/24/2009

Mark: LIGHTOWER FIBER NETWORKS & Design
Current Owner: LT LLC
Registration No.: 3828986
Issued: 8/3/2010

Mark: FLEXHAUL
Current: Owner: Light Tower Fiber LLC
Registration No.: 3,556,092
Issued: 01/06/09

Mark: THAT'S MY NETWORK
Current Owner: LT LLC
Serial No.: 85/082,698
Filing Date: 07/12/10

Mark: Verosity
Current Owner: Verosity Technology Partners, LLC
Registration No.: 2924626
Issued: 2/8/2005

Mark: Verosity Technology Partners
Current Owner: Verosity Technology Partners, LLC
Registration No.: 2816162
Issued: 2/24/2004

Service Mark: Lexent Enabling the Broadband Future
Current Owner: Lexent Inc.
Registration No.: 2514333
Issued: 12/04/01

Service Mark: Lexent Enabling the Broadband Future
Current Owner: Lexent Inc.
Registration No.: 2467510
Issued: 07/10/01