

**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>
ABOVENET, INC.		01/28/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SUNTRUST BANK, as Administrative Agent		
<b>Street Address:</b>	303 Peachtree Street, N.E., 25th Floor		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30308		
<b>Entity Type:</b>	banking corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3847072		
Registration Number:	3742184		
Registration Number:	3665937	EXPRESSWAVE	
Registration Number:	3665936	EXPRESSWAVE	
Registration Number:	3501281	ABOVENET	
Registration Number:	3399181	JABNET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(704)444-1111		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	704-444-1000		
<b>Email:</b>	elaine.hunt@alston.com		
<b>Correspondent Name:</b>	Thomas L. Arnold		
<b>Address Line 1:</b>	Alston & Bird LLP		
<b>Address Line 2:</b>	Chase Tower, 2200 Ross Ave., Suite 3601		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		

**OP \$165.00 3847072**

ATTORNEY DOCKET NUMBER:	01833/398760
NAME OF SUBMITTER:	Elaine B. Hunt
Signature:	/Elaine B. Hunt/
Date:	02/07/2011
Total Attachments: 5 source=abovenet security agreement#page1.tif source=abovenet security agreement#page2.tif source=abovenet security agreement#page3.tif source=abovenet security agreement#page4.tif source=abovenet security agreement#page5.tif	

GRANT OF SECURITY INTEREST  
PATENTS AND TRADEMARKS

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FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, ABOVENET, INC., a Delaware corporation (the "Grantor"), with principal offices at 360 Hamilton Avenue, 7<sup>th</sup> Floor, White Plains, New York 10601, hereby assigns and grants to SUNTRUST BANK, as Administrative Agent (the "Grantee") with principal offices at 303 Peachtree Street, N.E./25<sup>th</sup> Floor, Atlanta, Georgia 30308, a security interest in (i) all of the Grantor's right, title and interest in and to the trademarks, trademark registrations, trademark applications and trademark licenses (the "Marks") set forth on Schedule A attached hereto and all reissues, extensions or renewals thereof; (ii) all of the Grantor's right, title and interest in and to the patents, patent applications and patent licenses (the "Patents") set forth on Schedule B attached hereto and all reissues, continuations, continuations-in-part and extensions thereof, in each case together with (iii) all Proceeds (as such term is defined in the Guaranty and Security Agreement referred to below) of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated, and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST (this "Grant"), is made to secure the satisfactory performance and payment of all the "Secured Obligations" of the Grantor, as such term is defined in the Guaranty and Security Agreement among Grantor, the other grantors from time to time party thereto and the Grantee, dated as of January 28, 2011 (as the same may be amended, restated, modified and/or supplemented from time to time, the "Guaranty and Security Agreement").

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Guaranty and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guaranty and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall govern. This Grant may be executed in counterparts and by the different parties hereto on separate counterparts, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally effective as delivery of an original executed counterpart.

This Grant shall be governed by the laws of the State of New York (without giving effect to the conflict of law principles thereof).

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.

ABOVENET, INC., as Grantor

By: Robert Sokota  
Name: Robert Sokota  
Title: Senior Vice President,  
General Counsel and  
Secretary

STATE OF New York  
COUNTY OF Westchester ss.:

On this 24<sup>th</sup> day of January, 2011, before me personally came Robert Sokota who, being by me duly sworn, did state as follows: that he is the SVP, General Counsel of ABOVENET, INC., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the ~~as the president and CEO~~ of said corporation.

Michael P. Beale  
Notary Public

No: 02724863481

Expires: 06/02/2014

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK  
REEL: 004468 FRAME: 0869



SCHEDULE A

TRADEMARKS

<u>Mark</u>	<u>Issue or App. Date</u>	<u>Reg or App. No.</u>	<u>Status R or Pending</u>
Color Double Loop Logo	9/14/2010	3847072	Registered
Double Loop Logo	1/26/2010	3742184	Registered
eXpressWave Logo	8/11/2009	3665937	Registered
EXPRESSWAVE	8/11/2009	3665936	Registered
ABOVENET	9/16/2008	3501281	Registered
JABNET	3/18/2008	3399181	Registered

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.

SCHEDULE B

REGISTERED PATENTS

None.

PATENT APPLICATIONS

None.

PATENT LICENSES

None.