

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
SIDERA NETWORKS, INC.	FORMERLY RCN Corporation	04/27/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SUNTRUST BANK, as the Administrative Agent
Street Address:	303 Peachtree Street
Internal Address:	25th Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	Bank: GEORGIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	85096021	SIDERA
Serial Number:	85096026	SIDERA NETWORKS
Serial Number:	85121516	SIDERA NETWORKS
Serial Number:	85121502	SIDERA NETWORKS
Serial Number:	85096034	SIDERA COMMUNICATIONS

CORRESPONDENCE DATA

Fax Number: (404)815-2424
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 4048152231
Email: carolfraser@paulhastings.com
Correspondent Name: Carol Fraser, Paralegal
Address Line 1: 600 Peachtree Street, NE, Suite 2400
Address Line 2: Paul, Hastings, Janofsky & Walker LLP
Address Line 4: Atlanta, GEORGIA 30308

900190461

**TRADEMARK
 REEL: 004530 FRAME: 0373**

CH \$140.00 85096021

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	04/28/2011
Total Attachments: 11 source=Suntrust-RCN - Trademark Security Agmt#page1.tif source=Suntrust-RCN - Trademark Security Agmt#page2.tif source=Suntrust-RCN - Trademark Security Agmt#page3.tif source=Suntrust-RCN - Trademark Security Agmt#page4.tif source=Suntrust-RCN - Trademark Security Agmt#page5.tif source=Suntrust-RCN - Trademark Security Agmt#page6.tif source=Suntrust-RCN - Trademark Security Agmt#page7.tif source=Suntrust-RCN - Trademark Security Agmt#page8.tif source=Suntrust-RCN - Trademark Security Agmt#page9.tif source=Suntrust-RCN - Trademark Security Agmt#page10.tif source=Suntrust-RCN - Trademark Security Agmt#page11.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of this 27th day of April, 2011, 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 Amended and Restated 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 Sidera Networks, Inc., a Delaware corporation (formerly known as RCN Corporation) ("Sidera") (the "Borrower"), the 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 Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lender Group is willing to make the financial accommodations to the Borrower 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.

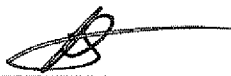
7. **CONSTRUCTION.** Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, 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.

[remainder of page left blank intentionally].


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:


SIDERA NETWORKS, INC., a Delaware corporation (formerly known as RCN Corporation)

By: 
Name: MICHAEL T. SICOLI
Title: CEO


RFM 2, LLC, a Delaware limited liability company

By: 
Name: MICHAEL T. SICOLI
Title: CEO


RCN FINANCIAL MANAGEMENT, INC., a Delaware corporation

By: 
Name: MICHAEL T. SICOLI
Title: CEO


SIDERA NETWORKS, LLC, a New York limited liability company (formerly known as RCN New York Communications, LLC)

By: 
Name: MICHAEL T. SICOLI
Title: CEO


RCN TELECOM SERVICES OF VIRGINIA,
INC., a Virginia corporation

By: 
Name: MICHAEL T. SICOLI
Title: CEO

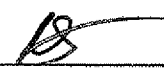
RCN INTERNATIONAL HOLDINGS, INC., a
Delaware corporation

By: 
Name: MICHAEL T. SICOLI
Title: CEO


NEON COMMUNICATIONS GROUP, INC., a
Delaware corporation

By: 
Name: MICHAEL T. SICOLI
Title: CEO


415 GREENWICH GC TENANT LLC, a New
York limited liability company

By: 
Name: MICHAEL T. SICOLI
Title: CEO

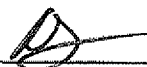
415 GREENWICH GC MM LLC, a New York
limited liability company

By: 
Name: MICHAEL T. SICOLI
Title: CEO


NEON COMMUNICATIONS, INC., a Delaware corporation

By: 
Name: MICHAEL T. SICOLI
Title: CEO


NEON TRANSCOM, INC., a Delaware corporation

By: 
Name: MICHAEL T. SICOLI
Title: CEO


NEON OPTICA, INC., a Delaware corporation

By: 
Name: MICHAEL T. SICOLI
Title: CEO


NORTHEAST OPTIC NETWORK OF CONNECTICUT, INC., a Delaware corporation

By: 
Name: MICHAEL T. SICOLI
Title: CEO


NORTHEAST OPTIC NETWORK OF NEW YORK, INC., a Delaware corporation

By: 
Name: MICHAEL T. SICOLI
Title: CEO


NEON CONNECT, INC., a Delaware corporation

By: 
Name: MICHAEL T. SICOLI
Title: CEO


NEON VIRGINIA CONNECT, LLC, a Delaware
limited liability company

By: 
Name: MICHAEL T. SICOLI
Title: CEO


CROSS CONNECT SOLUTIONS, INC., a
Pennsylvania corporation

By: 
Name: MICHAEL T. SICOLI
Title: CEO


LONG ISLAND FIBER EXCHANGE, INC., a
New York corporation

By: 
Name: MICHAEL T. SICOLI
Title: CEO


TELECOM CONSTRUCTION GROUP, INC., a
New York corporation

By: 
Name: MICHAEL T. SICOLI
Title: CEO

EXOBIT NETWORKS INC., a New York
corporation

By: 
Name: MICHAEL T. SICOLI
Title: CEO

LIFE VOICE, INC., a New York corporation

By: 
Name: MICHAEL T. SICOLI
Title: CEO

**ACCEPTED AND
ACKNOWLEDGED BY:**

SUNTRUST BANK, as the Administrative Agent

By: 

Name: Nicholas Hahn, CFA

Title: Director, Corporate & Investment Banking

TRADEMARK SECURITY AGREEMENT

**TRADEMARK
REEL: 004530 FRAME: 0383**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

U.S. Trademarks

<u>Mark</u>	<u>Registration No. (Application No.)</u>	<u>Reg. Date/ Application Date</u>	<u>Country of Registration</u>	<u>Owner/Applicant</u>
SIDERA	85096021	Jul. 29, 2010	U.S.	Sidera Networks, Inc. (f/k/a RCN Corporation)
SIDERA NETWORKS	85096026	Jul. 29, 2010	U.S.	Sidera Networks, Inc. (f/k/a RCN Corporation)
SIDERA NETWORKS (logo in color)	85121516	Sep. 2, 2010	U.S.	Sidera Networks, Inc. (f/k/a RCN Corporation)
SIDERA NETWORKS (logo in black and white)	85121502	Sep. 2, 2010	U.S.	Sidera Networks, Inc. (f/k/a RCN Corporation)
SIDERA COMMUNICATIONS	85096034	Jul. 29, 2010	U.S.	Sidera Networks, Inc. (f/k/a RCN Corporation)

Foreign Registered Trademarks¹

<u>Mark</u>	<u>Registration No. (Application No.)</u>	<u>Reg. Date/ Application Date</u>	<u>Country of Registration</u>	<u>Owner/Applicant</u>
N (Stylized)	(960310)	Oct. 14, 1998	EU	NEON Optica, Inc. (f/k/a Northeast Optic Network, Inc.)
N (Stylized)	(4363352)	Feb. 25, 2000	Japan	NEON Optica, Inc. (f/k/a Northeast Optic Network, Inc.)
N (Stylized)	(603705)	Nov. 27, 1998	Mexico	NEON Optica, Inc. (f/k/a Northeast Optic Network, Inc.)
NORTHEAST OPTIC NETWORK	(912980)	Aug. 21, 1998	EU	NEON Optica, Inc. (f/k/a Northeast Optic Network, Inc.)

¹ Not necessary or material to the operation of RCN's business.

NORTHEAST OPTIC NETWORK	(4361837)	Feb. 18, 2000	Japan	NEON Optica, Inc. (f/k/a Northeast Optic Network, Inc.)
N (Stylized)	(606684)	Nov. 27, 1998	Mexico	NEON Optica, Inc. (f/k/a Northeast Optic Network, Inc.)

Trade Names

None.

Common Law Trademarks

None.