

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE BY SECURED PARTY	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association (successor by merger to Wilmington Trust FSB)		10/04/2011	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Atlantic Crossing Ltd.		
Street Address:	200 Park Avenue		
Internal Address:	Suite 300		
City:	Florham Park		
State/Country:	NEW JERSEY		
Postal Code:	07932		
Entity Type:	CORPORATION: BERMUDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2400415	AC-1	
Registration Number:	2261985	ATLANTIC CROSSING	
CORRESPONDENCE DATA			
Fax Number:	(212)751-4864		
Phone:	212-906-1216		
Email:	angela.amaru@lw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Angela M. Amaru c/o Latham & Watkins		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	037948-0063		

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**TRADEMARK
 REEL: 004638 FRAME: 0477**

NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	10/07/2011
Total Attachments: 4 source=Release of Security Interest in Trademarks (ACL)#page1.tif source=Release of Security Interest in Trademarks (ACL)#page2.tif source=Release of Security Interest in Trademarks (ACL)#page3.tif source=Release of Security Interest in Trademarks (ACL)#page4.tif	

**TERMINATION AND RELEASE
OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Termination and Release"), dated as of October 4, 2011, from Wilmington Trust, National Association (successor by merger to Wilmington Trust FSB), as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Security Agreement referred to below), to Atlantic Crossing Ltd., a corporation organized under the laws of Bermuda (the "Grantor"). Capitalized terms used and not defined herein have the meanings given such terms in the Security Agreement (as defined below).

WHEREAS, Global Crossing Limited, the Grantor, the other Guarantors (as defined in the Indenture), and Wilmington Trust, National Association (successor by merger to Wilmington Trust FSB), as trustee, entered into that certain Indenture, dated as of September 22, 2009 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Indenture");

WHEREAS, in connection with the Indenture, the Grantor executed and delivered that certain Pledge and Security Agreement, dated as of September 22, 2009, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor executed and delivered that certain Grant of Security in Trademarks, dated as of December 14, 2009 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor granted to the Collateral Agent a security interest in all right, title and interest of the Grantor in and to the Trademark Collateral (as defined below) (the "Security Interest") to secure the prompt and complete payment or performance in full when due, pursuant to the Security Agreement, of the Secured Obligations;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 004113, Frame 0870 on December 14, 2009; and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby agrees as follows:

SECTION 1. Trademark Collateral. The term "Trademark Collateral," as used herein, shall mean all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the

foregoing including, but not limited to (i) the registrations and applications referred to in Schedule I, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit; provided, however that the foregoing definition shall not include any "intent-to-use" based application for a Trademark (but only if the grant of security interest to such "intent-to-use" Trademark violates 15 U.S.C. Section 1060(a)) until such time that a "Statement of Use" or "Amendment to Allege Use" has been filed with the United States Patent and Trademark Office.

SECTION 2. Release of Security Interest. The Collateral Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral and any right, title or interest of the Collateral Agent in or to such Trademark Collateral shall hereby cease and become void.

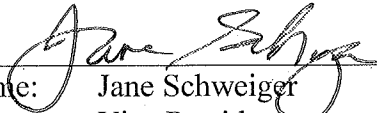
SECTION 3. Further Assurances. The Collateral Agent shall execute and deliver to the Grantor all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of such Security Interest.

SECTION 4. Recordation. The Collateral Agent authorizes the recordation of this Termination and Release with the United States Patent and Trademark Office and any other applicable registry, the filing of Uniform Commercial Code financing statements and the filing or recording of any other document or instrument necessary to place on record the termination and release of the Collateral Agent's Security Interest in the Trademark Collateral by the Grantor or any Person authorized or designated by the Grantor, upon reasonable notice to the Collateral Agent, and any such recordation or filing shall be deemed to have been authorized by the Collateral Agent.

SECTION 5. Governing Law. This Termination and Release shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

Wilmington Trust, National Association
(successor by merger to Wilmington Trust FSB), as Collateral Agent

By: 
Name: Jane Schweiger
Title: Vice President

SCHEDULE I

TRADEMARK REGISTRATIONS

Trademark	Registration Number	Registration Date
AC-1	2400415	10/31/2000
ATLANTIC CROSSING	2261985	7/20/1999