

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|------------------------------------|--------------------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| 360networks (USA) Inc. | | 12/01/2011 | CORPORATION: NEVADA |
| RECEIVING PARTY DATA | | | |
| Name: | SunTrust Bank, as Collateral Agent | | |
| Street Address: | 303 Peachtree Street, 25th Floor | | |
| City: | Atlanta | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30308 | | |
| Entity Type: | CORPORATION: GEORGIA | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3490666 | THE BACKBONE TO COMMUNICATIONS | |
| Registration Number: | 3464595 | THE BACKBONE TO COMMUNICATIONS | |
| Registration Number: | 2821982 | 360NETWORKS | |
| Registration Number: | 2950775 | 360 | |
| Registration Number: | 2911912 | 360NETWORKS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)656-1342 | | |
| Phone: | 212-318-6493 | | |
| Email: | david.adams@thomsonreuters.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: | Robin Riley | | |
| Address Line 1: | 75 East 55th Street | | |
| Address Line 2: | Paul Hastings LLP | | |
| Address Line 4: | New York, NEW YORK 10025 | | |

OP \$140.00 3490666

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|---|------------------|
| NAME OF SUBMITTER: | David Adams |
| Signature: | /david adams TR/ |
| Date: | 12/06/2011 |
| Total Attachments: 8 source=360networks USA inc Trademark Security Agmt with cover page for filing#page2.tif source=360networks USA inc Trademark Security Agmt with cover page for filing#page3.tif source=360networks USA inc Trademark Security Agmt with cover page for filing#page4.tif source=360networks USA inc Trademark Security Agmt with cover page for filing#page5.tif source=360networks USA inc Trademark Security Agmt with cover page for filing#page6.tif source=360networks USA inc Trademark Security Agmt with cover page for filing#page7.tif source=360networks USA inc Trademark Security Agmt with cover page for filing#page8.tif source=360networks USA inc Trademark Security Agmt with cover page for filing#page9.tif | |

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of this 1st day of December, 2011, among the grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and SUNTRUST BANK, in its capacity as collateral agent for the Secured Parties (together with its successors, "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of March 12, 2010, by and among Zayo Group, LLC, a Delaware limited liability company (the "Administrative Borrower"), Zayo Capital, Inc., a Delaware corporation ("Zayo Capital"; and together with the Administrative Borrower, each, individually a "Borrower" and, collectively, the "Borrowers"), the Persons party thereto from time to time as Guarantors (the "Guarantors"), the financial institutions party thereto from time to time as lenders (the "Lenders"), SunTrust Bank, as the Issuing Bank, SunTrust Bank, as the administrative agent for the Lenders (the "Administrative Agent"), and SunTrust Bank, as Collateral Agent, as (a) amended by (i) the first amendment to Credit Agreement dated as of September 13, 2010, by and among the Administrative Borrower, Zayo Capital, the guarantors party thereto, the Administrative Agent and the Lenders, (ii) the second amendment to Credit Agreement dated as of March 31, 2011, by and among the Borrowers, the Administrative Agent and the Lenders, (iii) the third amendment to Credit Agreement dated as of November 17, 2011, by and among the Borrowers, the Administrative Agent and the Lenders and (iv) the fourth amendment to Credit Agreement dated as of the date hereof, by and among the Borrowers, the Administrative Agent and the Lenders and (b) supplemented by (i) the Guaranty Supplement dated as of August 16, 2010, by Zayo Fiber Solutions, LLC, in favor of the Administrative Agent and (ii) each of the Guaranty Supplements dated as of March 12, 2010, by American Fiber Systems Holding Corp. and American Fiber Systems, Inc. in favor of the Administrative Agent, and as the same may be further amended, restated, supplemented, Refinanced, in whole or in part, replaced or otherwise modified from time to time (the "Credit Agreement"), the Lender Group (as defined in the Credit Agreement) is willing to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to that certain Term Loan Agreement, dated as of December 1, 2011 (as amended, restated, supplemented, Refinanced, in whole or in part, replaced or otherwise modified from time to time, the "Loan Agreement"), by and among the Borrowers, the Guarantors, the financial institutions party thereto as lenders (the "Term Lenders"), Collateral Agent and Royal Bank of Canada as the administrative agent for the Term Lenders (in such capacity, the "Term Agent" and together with the Term Lenders and Collateral Agent, each a "Term Loan Secured Party" and collectively, the "Term Loan Secured Parties"), the Lender Group is willing to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to that certain Indenture, dated as of March 12, 2010 by and among the Borrowers, the Guarantors and The Bank of New York Mellon Trust Company, N.A., as indenture trustee for the holders of the Senior Note Indebtedness (the "Trustee"; together with the Lender Group, Collateral Agent and the holders from time to time of the Senior Note Indebtedness, and any Additional Loan and Notes Secured Parties (as defined in the Intercreditor Agreement), including, for the avoidance of doubt, the Term Loan Secured Parties (the "Secured Parties"), as supplemented by (i) a first supplemental indenture, dated as of September 13, 2010, between Zayo Fiber Solutions, LLC and the Trustee, (ii) a second supplemental indenture, dated as of September 20, 2010, among the Borrowers, the guarantors signatory thereto, the Trustee and the Subsidiaries of the Borrowers party thereto, (iii) a third

supplemental indenture, dated as of November 5, 2010, among American Fiber Systems Holding Corp, American Fiber Systems, Inc. and the Trustee, (iv) a fourth supplemental indenture, dated as of the date hereof, by and among the Borrowers, the guarantors signatory thereto, the Trustee and the Subsidiaries of the Borrowers party thereto (v) a fifth supplemental indenture, dated as of the date hereof, among the guarantors signatory thereto and the Trustee (as further amended, restated, supplemented, Refinanced, in whole or in part, replaced or otherwise modified from time to time, the "Indenture") the Borrowers issued their 10.25% Senior Secured Notes due 2017 in the original principal amount of \$250,000,000;

WHEREAS, the Secured Parties are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement, the Loan Agreement and the Indenture, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, that certain Security Agreement, dated as of March 12, 2010 by each of the parties listed on the signature pages thereto and those additional entities that thereafter become parties thereto and Collateral Agent, as supplemented by (i) the Security Agreement Supplement No. 1 dated as of August 16, 2010, between Zayo Fiber Solutions, LLC and Collateral Agent, (ii) the Security Agreement Supplement No. 2 dated as of October 14, 2010, between American Fiber Systems Holding Corp., American Fiber Systems, Inc. and Collateral Agent and (iii) the Security Agreement Supplement No. 3 dated as of the date hereof, by and among the grantors party thereto and Collateral Agent, as amended by Amendment No. 1 to Security Agreement, dated as of the date hereof, among the grantors party thereto and Collateral Agent and as the same may be further amended, restated, supplemented or otherwise modified from time to time (including all annexes, exhibits or schedules thereto, from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Secured Parties, 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 Collateral Agent, for the benefit of the Secured Parties, 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 the Senior Note Indebtedness and would be owed by Grantors, or any of them, to Collateral Agent, the Secured Parties, 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 Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral 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.

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 Collateral 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 Collateral 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 Collateral 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, any other Loan Document or any other Senior Note 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 transmission shall be deemed an original signature hereto.


7. CONSTRUCTION. Unless the context of this Trademark Security Agreement, any other Loan Document or any other Senior Note 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 Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement, in any other Loan Document, or in any other Senior Note 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 and the Senior Note Indebtedness shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations and Senior Note Indebtedness other than unasserted contingent indemnification Obligations and Senior Note Indebtedness. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein, in any other Loan Document or in any other Senior Note 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.

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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.

360NETWORKS (USA), INC.,
as Pledgor


By: 
Name: Ken desGarenes
Title: Chief Financial Officer

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004672 FRAME: 0605

ACCEPTED AND ACKNOWLEDGED BY:

SUNTRUST BANK, as
Collateral Agent

By:  _____

Name: David Fournier

Title: Vice President

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004672 FRAME: 0606

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

| Grantor | Country | Mark | Application/ Registration No. | App/Reg Date |
|---------------------------|----------------|--------------------------------|--|------------------------------|
| 360Networks Corporation * | United States | THE BACKBONE TO COMMUNICATIONS | 78966155 September 1, 2006 | 3490666 August 19, 2008 |
| 360Networks Corporation * | United States | THE BACKBONE TO COMMUNICATIONS | 78966157 September 1, 2006 | 3464595 July 8, 2008 |
| 360Networks Corporation * | United States | 360NETWORKS | 76171118 November 26, 2000 | 2821982 March 16, 2004 |
| 360Networks Corporation * | United States | 360 | 76171119 November 26, 2000 | 2950775 May 17, 2005 |
| 360Networks Corporation * | United States | 360NETWORKS | 76122960 September 6, 2000 | 2911912 December 21, 2004 |
| 360Networks Corporation * | Canada | 360 | 1060809 May 26, 2000 | TMA583,538 June 11, 2003 |
| 360Networks Corporation * | Canada | 360NETWORKS | 1060810 May 26, 2000 | TMA583,519 June 11, 2003 |
| 360Networks Corporation * | Canada | 360NETWORKS | 1049887 March 8, 2000 | TMA576,857 March 4, 2003 |

* 360networks Corporation is transferring ownership of these trademarks to 360networks (USA) inc. in conjunction with the terms of the Stock Purchase Agreement.

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.

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