

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
RCN TELECOM SERVICES, LLC		03/01/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Administrative Agent		
Street Address:	3333 Peachtree Road, NE		
Internal Address:	10th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	85616227	RCN	
Serial Number:	85616249	RCN BUSINESS	
Serial Number:	77625791	RCN GLOBAL PASSPORT	
Registration Number:	3405859	RCN POWER	
Registration Number:	2471719	RCN	
Registration Number:	3119573	RCN	
Registration Number:	2715673	RCN	
Registration Number:	3400083	RCN MUSIC	
Registration Number:	3474052	RCN MUSICTOGO	
Registration Number:	3474051	RCN MUSICLIBRARY	
Registration Number:	3474012	RCN QUICK CONNECT SUPPORT	
Registration Number:	3433045	RCN 4	
Registration Number:	3433044	RCN TV	

CH \$415.00 85616227

Registration Number:	3562410	RCN TALKWARE
Registration Number:	3740986	RCN GLOBAL PASSPORT
Registration Number:	3764807	RCN GLOBAL PASSPORT

CORRESPONDENCE DATA

Fax Number: 4045725100

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 404-572-3431

Email: cfraser@kslaw.com

Correspondent Name: Carol Fraser, Corporate Paralegal

Address Line 1: 1180 Peachtree Street, NE

Address Line 2: King & Spalding

Address Line 4: Atlanta, GEORGIA 30309-3521

ATTORNEY DOCKET NUMBER:	52990-015946 - CFRASER
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NAME OF SUBMITTER:	Carol Fraser
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Signature:	//Carol Fraser//
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Date:	03/01/2013
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of this 1st day of March, 2013, the Grantor listed on the signature page hereof ("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 Yankee Cable Acquisition, LLC, a Delaware limited liability company ("Cable Buyer"), RCN Telecom Services, LLC, a Delaware limited liability company ("Cable Opco" and, together with Cable Buyer, collectively, the "Borrowers" and, each individually, a "Borrower"), Yankee Cable Parent, LLC, a Delaware limited liability company ("Parent"), as a Guarantor, the other 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 Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Grantors have previously 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, the undersigned Grantor is 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, the Grantor hereby agrees 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. The 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. 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 Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor 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 Grantor's obligations under this Section 5, Grantor hereby authorizes Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. 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.

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IN WITNESS WHEREOF, the 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.

GRANTOR:

RCN TELECOM SERVICES, LLC

By: _____

Name: _____

Title: _____

**ACCEPTED AND ACKNOWLEDGED
BY:**

**SUNTRUST BANK, as Administrative
Agent**

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the 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.

GRANTOR:

RCN TELECOM SERVICES, LLC

By: _____

Name:

Title:

**ACCEPTED AND ACKNOWLEDGED
BY:**

**SUNTRUST BANK, as Administrative
Agent**

By: _____

Name: Mark Kelley

Title: Managing Director

TRADEMARK SECURITY AGREEMENT

**TRADEMARK
REEL: 004973 FRAME: 0348**

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademarks

<u>Mark</u>	<u>Registration No. (Application No.)</u>	<u>Reg. Date/ Application Date</u>	<u>Owner/Applicant</u>
RCN& DESIGN ¹	(85/616,227)	May 3, 2012	RCN Telecom Services, LLC
RCN BUSINESS & DESIGN ²	(85/616,249)	May 3, 2012	RCN Telecom Services, LLC
RCN GLOBAL PASSPORT & Design ³	(77/625,791)	December 3, 2008	RCN Telecom Services, LLC

For each of the following, a cancellation proceeding has been filed at the Trademark Trial and Appeal Board and is now pending.

<u>Mark</u>	<u>Registration No. (Application No.)</u>	<u>Reg. Date/ Application Date</u>	<u>Owner/Applicant</u>
RCN POWER	3,405,859	Dec. 31, 2003	RCN Telecom Services, LLC
RCN	2,471,719	Jul. 24, 2001	RCN Telecom Services, LLC
RCN & DESIGN	3,119,573	July 25, 2006	RCN Telecom Services, LLC
RCN	2,715,673	May 13, 2003	RCN Telecom Services, LLC
RCN MUSIC & Design	3,400,083	Mar. 18, 2008	RCN Telecom Services, LLC
RCN MUSICTOGO	3,474,052	July 22, 2008	RCN Telecom Services, LLC
RCN MUSICLIBRARY	3,474,051	July 22, 2008	RCN Telecom Services, LLC
RCN QUICK CONNECT SUPPORT & Design	3,474,012	July 22, 2008	RCN Telecom Services, LLC
RCN 4 & Design	3,433,045	May 20, 2008	RCN Telecom Services, LLC
RCN TV & Design	3,433,044	May 20, 2008	RCN Telecom Services, LLC
RCNTALKWARE	3,562,410	Jan. 13, 2009	RCN Telecom Services, LLC
RCN GLOBAL PASSPORT	3,740,986	Jan. 19, 2010	RCN Telecom Services, LLC
RCN GLOBAL PASSPORT & Globe Design	3,764,807	Mar. 23, 2010	RCN Telecom Services, LLC

¹ An opposition is now pending at the Trademark Trial and Appeal Board (10.12.2012).

² An opposition is now pending at the Trademark Trial and Appeal Board (10.12.2012).

³ An opposition is now pending at the Trademark Trial and Appeal Board (9.25.2009).