

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LT LLC		09/24/2013	LIMITED LIABILITY COMPANY: DELAWARE
Light Tower Fiber LLC		09/24/2013	LIMITED LIABILITY COMPANY: DELAWARE
Verosity Technology Partners, LLC		09/24/2013	LIMITED LIABILITY COMPANY: MASSACHUSETTS
Lexent, Inc.		09/24/2013	CORPORATION: DELAWARE
Open Access Acquisition LLC		09/24/2013	LIMITED LIABILITY COMPANY: DELAWARE
Sidera Networks, Inc.		09/24/2013	CORPORATION: DELAWARE
Sidera Networks of Long Island, Inc.		09/24/2013	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn, 7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	3714146	LIGHTTOWER	
Registration Number:	3828986	LIGHTTOWER FIBER NETWORKS	
Registration Number:	3556092	FLEXHAUL	
Registration Number:	4043928	THAT'S MY NETWORK	
Registration Number:	2816162	VEROSITY TECHNOLOGY PARTNERS	
Registration Number:	2924626	VEROSITY	

CH \$490.00 3714146

Registration Number:	2514333	LEXENT ENABLING THE BROADBAND FUTURE
Registration Number:	2467510	LEXENT ENABLING THE BROADBAND FUTURE
Registration Number:	2573538	OPEN ACCESS
Registration Number:	4027858	SIDERA
Registration Number:	4027859	SIDERA NETWORKS
Registration Number:	4312873	S I D E R A
Registration Number:	4312872	S I D E R A
Registration Number:	4317285	THE CLOUD DOESN'T WORK WITHOUT THE NETWO
Serial Number:	77221290	LIGHTTOWER WIRELESS INFRASTRUCTURE REDEFI
Serial Number:	85096034	SIDERA COMMUNICATIONS
Serial Number:	85773464	THE CLOUD DOESN'T WORK WITHOUT THE NETWO
Serial Number:	85699251	S I D E R A
Serial Number:	85699238	S I D E R A

CORRESPONDENCE DATA

Fax Number: 2124552502

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

Phone: (212) 455-7149

Email: ksolomon@stblaw.com

Correspondent Name: Paul R. Rodriguez, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1743
NAME OF SUBMITTER:	Paul. R. Rodriguez
Signature:	/pr/
Date:	10/17/2013

Total Attachments: 5

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of September 24, 2013, by the Grantors signatory hereto (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantors are party to a First Lien Credit Agreement dated as of April 11, 2013 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among LTS Intermediate Holdings C LLC, LTS Buyer LLC, Sidera Networks, Inc., certain other Subsidiaries from time to time party thereto, the Administrative Agent, each lender from time to time party thereto, and the other agents named therein;

WHEREAS, in connection with the Credit Agreement, the Grantors entered into a First Lien Security Agreement dated as of April 11, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor:

(a) registered and applied for Trademarks of such Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. 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 control unless the Administrative Agent shall otherwise determine.


SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow.]

LT LLC
LIGHT TOWER FIBER LLC
VEROXY TECHNOLOGY PARTNERS, LLC
LEXENT, INC.
OPEN ACCESS ACQUISITION LLC
SIDERA NETWORKS, INC.
SIDERA NETWORKS OF LONG ISLAND, INC.

By:

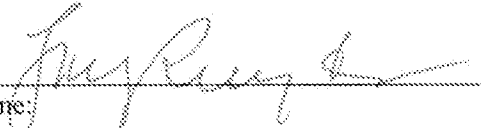

Robert J. Shapahan

Chief Executive Officer and President

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005132 FRAME: 0964

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name:
Title:

Tina Ruyter
Executive Director

[TRADEMARK AGREEMENT SIGNATURE PAGE]

Schedule I
Trademark Registrations and Use Applications

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
LT LLC	3714146	"Lighttower"
LT LLC	3828986	"Lighttower Fiber Networks & Design"
Light Tower Fiber LLC	3556092	"Flexhaul"
LT LLC	4043928	"That's My Network"
Lexent, Inc.	2816162	"Verosity Technology Partners"
Lexent, Inc.	2924626	"VEROXITY"
Lexent, Inc.	2514333	"Lexent Enabling the Broadband Future"
Lexent, Inc.	2467510	"Lexent Enabling the Broadband Future"
Open Access Acquisition LLC	2573538	"Open Access & Design"
Sidera Networks, Inc. (f/k/a RCN Corporation)	4027858	SIDERA
Sidera Networks, Inc. (f/k/a RCN Corporation)	4027859	SIDERA NETWORKS
Sidera Networks, Inc. (f/k/a RCN Corporation)	4312873	SIDERA NETWORKS (logo in color)
Sidera Networks, Inc. (f/k/a RCN Corporation)	4312872	SIDERA NETWORKS (logo in black and white)
Sidera Networks, Inc. (f/k/a RCN Corporation)	4317285	"The Cloud Doesn't Work Without the Network"

Applications:

OWNER	SERIAL NUMBER	TRADEMARK
LT LLC	77221290	"Lighttower Wireless Infrastructure Redefined"

Sidera Networks, Inc.	85096034	“Sidera Communications” (Abandoned)
Sidera Networks, Inc. (f/k/a RCN Corporation)	85773464	“The Cloud Doesn’t Work without the Network”
Sidera Networks, Inc. (f/k/a RCN Corporation)	85699251	SIDERA (logo in color)
Sidera Networks, Inc. (f/k/a RCN Corporation)	85699238	SIDERA (logo in black and white)

Logo License Agreement between Light Tower Fiber LLC and Global Communications Group, Inc., dated September 27, 2012 with respect to “Lighttower Fiber Networks and Design” (Registration No. 3828986).