

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FPL FiberNet, LLC		11/20/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	FPL Group, Inc.		
Street Address:	700 Universe Boulevard		
City:	Juno Beach		
State/Country:	FLORIDA		
Postal Code:	33408		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3078648	FPL FIBERNET	
CORRESPONDENCE DATA			
Fax Number:	(561)691-7305		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(561) 694-3974		
Email:	frederick.cohan@fpl.com		
Correspondent Name:	Frederick Cohan, Esq.		
Address Line 1:	700 Universe Boulevard		
Address Line 2:	Law Department		
Address Line 4:	Juno Beach, FLORIDA 33408		
NAME OF SUBMITTER:	Frederick Cohan		
Signature:	/Frederick Cohan/		
Date:	11/20/2009		

OP \$40.00 3078648

Total Attachments: 2

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QUITCLAIM TRADEMARK ASSIGNMENT AGREEMENT

This Quitclaim Trademark Assignment Agreement ("Agreement"), dated November 20, 2009, is entered into by and between FPL FiberNet, LLC, a Delaware limited liability company having its principal place of business at 700 Universe Boulevard, Juno Beach, Florida 33408 ("Assignor"), and FPL Group, Inc., a Florida corporation having its principal place of business at 700 Universe Boulevard, Juno Beach, Florida 33408 ("Assignee"), each individually referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, Assignor desires to assign to Assignee any rights, title or interest Assignor may have in the **FPL FiberNet** trademark (Registration Number 3078648) in connection with the following goods and services: fiber option telecommunication services, namely providing connections to a global computer information network for electronic, high speed transmission, storage, retrieval and dissemination of data, images, documents and messages (the "Trademark"), together with the goodwill of the business associated therewith.

NOW, THEREFORE, in consideration of the foregoing and the promises, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Assignment. Assignor hereby quitclaims, assigns, transfers, conveys and sets over unto Assignee any and all right, title and interest which Assignor has or may have ever had, or to which it is or was entitled, in, to, and under the Trademark, including common law rights, in the United States, Canada, and in all countries and jurisdictions of the world, together with the goodwill of the business symbolized by said Trademark, and applications and registrations thereof, any renewal rights therein, and any right to enforce the Trademark in the United States, Canada and throughout the world in the name of Assignee, its successors and assigns that may have existed; the aforesaid transferred rights, title and interests to be held and enjoyed fully and entirely by Assignee, its successors, legal representatives and assigns.

Section 2. Representation and Warranty by Assignor. Assignor hereby represents and warrants to Assignee that: (a) Assignor has the full right, title and interest to assign, transfer, convey, and set over any rights, title and interests assigned hereunder, and that Assignor has not executed and will not execute any agreement in conflict with this Agreement or Assignee's ownership of the Trademark; (b) there are no claims, actions, suits, legal proceedings or formal investigations pending, threatened, against or affecting the Trademark before any court, arbitrator or administrative or governmental body; (c) there are no pending or existing adverse orders, judgments, suits, legal proceedings or actions, formal investigations, claims, or consent agreements, and no restrictions, licenses or encumbrances regarding or relating to the Trademark, and (d) the Trademark has not been assigned, sold or otherwise transferred in whole or in part to any party and that Assignor has not executed any agreements in connection with any assignment, sale or transfer of the Trademark.

Section 3. Covenant by Assignor.

(a) Assignor agrees that it will, upon Assignee's reasonable request, execute and deliver all such instruments and other documents as may be necessary or desirable to perfect and record Assignee's title in, to and under the Trademark.

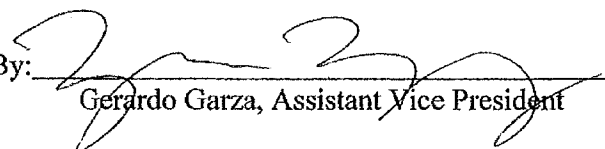
(b) Assignor covenants that it shall not hereafter register or attempt to register or cooperate in any registration of or attempt to register, with any governmental or regulatory body or any domain name registrar anywhere in the world, or use or participate in the use of, any trademarks, service marks, domain names, or trade names or any other designation containing or comprising the Trademark, or anything that may be confusingly similar to the Trademark, whether alone or in combination with any other term(s), word(s), mark(s), name(s), symbol(s), designation(s), device(s) and/or design(s).

(c) Assignor covenants that it shall not contest, either directly or indirectly, the exclusive right, title, and interest of Assignee in and to any part of the Trademark or any trademark rights arising from the use thereof, including Assignee's right to register, maintain and/or renew the Trademark or variations thereof.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound thereby, have executed this Agreement by their duly respective officers as of the date first written above.

FPL FIBERNET, LLC, Assignor

By: _____


Gerardo Garza, Assistant Vice President

**FPL GROUP, INC.,
Assignee**

By: _____


Stephan Segouin,
Vice President, Corporate Development