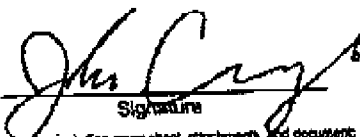


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NO.998 0002

REGISTRATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇄ ⇄ ⇄		
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): Focal Communications Corporation <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State Delaware <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Wilmington Trust Company</u> Internet Address: <u>Rodney Square North</u> Street Address: <u>1100 North Market Street</u> City: <u>Wilmington</u> State: <u>DE</u> Zip: <u>19890</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document (and assignment). Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>July 1, 2003</u>		
4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>78/174655 75/841890</u> <u>76/191870 75/297600 75/840704 75/420297</u> <u>75/420295 75/420296 75/840705</u> Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <u>2548159 2423169 2648547</u>		B. Trademark Registration No.(s) <u>2420840 2700880</u> <u>2422436 2422435 2422434 2495545</u>
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>John Carney, Esq.</u> Internal Address: <u>Skadden, Arps, Slate, Meagher & Flom LLP</u> Street Address: <u>Four Times Square</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10036-6522</u>	6. Total number of applications and registrations involved: 23	
7. Total fee (37 CFR 3.41): \$ <u>590.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account		
8. Deposit account number: <u>19-2385 (Our Ref: 244130-511)</u>		
DO NOT USE THIS SPACE		
9. Signature. <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 40%;"> <u>John Carney</u> Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 20%; text-align: right;"> <u>July 14, 2003</u> Date </div> </div> <div style="text-align: center; margin-top: 5px;"> 9 </div>		
Total number of pages including cover sheet, attachments, and document: Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231		

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NO.958 003

Security Agreement
Focal Communications Corporation to Wilmington Trust Company
Continuation of No. 4B Trademark Registration numbers:

Trademark Registration numbers:

2423167
2429456
2592051
2422911
2250822

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NO. 958 0004

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 1, 2003 is entered into by FOCAL COMMUNICATIONS CORPORATION, a Delaware corporation (the "Grantor") and certain of its affiliates (collectively, the "Grantors") and Wilmington Trust Company, as Collateral Agent for the Secured Parties (the "Secured Party").

Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement dated as of July 1, 2003 among the Grantor and the Secured Parties (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantors are granting a security interest to the Secured Parties in certain Trademarks included in the Collateral whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A ("Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Secured Party hereby agree as follows:

(i) Grant of Security Interest

(a) Each Grantor hereby grants to the Secured Party, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

(ii) Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

(iii) Governing Law

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THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.

(iv) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Secured Party and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Secured Party given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

(v) Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the Grantor and the Secured Party have caused
this Agreement to be duly executed and delivered as of the date first above written.

FOCAL COMMUNICATIONS CORPORATION

By: *[Signature]*
Name: *M. Jay Sinter*
Title: *Executive Vice President*

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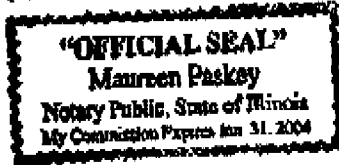
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STATE OF Illinois)
) ss:
COUNTY OF Cook)

On 7/16/03, before me, the undersigned, a notary public in and for said state and county, personally appeared H. Jay Sinden, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Executive Vice President on behalf of **FOCAL COMMUNICATIONS CORPORATION**, a Delaware corporation, the corporation therein named, and acknowledged to me that the corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)



Maureen Paskey
Notary Public

My Commission Expires:

January 31, 2004

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WILMINGTON TRUST COMPANY,
as the Collateral Agent

By: 
Name: James A. Harley
Title: 

TRADEMARK SECURITY AGREEMENT
77002 New York Avenue S)

EXECUTION

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SCHEDULE A

TRADEMARK SECURITY AGREEMENT

II. U.S. REGISTERED TRADEMARKS

Trademark	Country	Reg. No. (App. No.)	Reg. Date (File Date)	Reg. Term	Status/Comments
BEYOND EXPECTATIONS		(76/174655)	04-Dec-2001 (29-Nov-2000)		Abandoned
CDR Express		2420840	2420840		Registered
DIVA		(75/841890)	21-Aug-2001 (05-Nov-1999)		Suspended
EXCEED THE LIMITS		(76/191870)	(09-Jan-2001)		Abandoned
FLX		2,700,880	18-Dec-2001		Registered
FOCAL		2422436	31-Oct-2000		Registered
FOCAL & Design		2422435	31-Oct-2000		Registered
FOCAL & DESIGN					Not Filed
FOCAL COMMUNICATIONS CORPORATION		2422434	31-Oct-2000		Registered
FOCAL FINDER		2495545	09-Oct-2001		Registered
FOCAL INTERNET EXCHANGE		2549159	25-Dec-2001		Registered
FOCAL PORT		2423169	31-Oct-2000		Registered
FOCAL PRIORITY		2648547	20-Aug-2002		Registered
FOCAL SPACE		2423167	31-Oct-2000		Registered
FOCAL VIRTUAL OFFICE		2429456	28-Nov-2000		Registered
FOCALINC		2592051	03-Jul-2001		Registered
FOCALINE					Not Filed
FOCAL'S TOLL FREE REWARDS		2422911	31-Oct-2000		Registered
FOCUSED ON LOCAL COMMUNICATIONS		2250822	16-Mar-1999		Registered
FUNCTIONALLY EQUIVALENT, TECHNICALLY SUPERIOR, LOW COST		(75/297600)	(23-May-1997)		Abandoned
LOCAL WITHOUT LIMITS		(75/840704)	23-May-2000 (25-Oct-1999)		Abandoned
MULTI-EXCHANGE SERVICE		(75/420297)	(20-Jan-1998)		Abandoned
REBATE 800		(75/420295)	(20-Jan-1998)		Abandoned

TRADEMARK SECURITY AGREEMENT
779492-New York Server 7A

EXECUTION

TRADEMARK
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Trademark	Class	Reg. No. / App. No.	Reg. Date / App. Date	Record / Owner/Att.	Status/Comments
THE THIRD GENERATION CLEC		(75/420296)	(20-Jan-1998)		Abandoned
VOICE AND DATA THAT SCREAMS		(75/840705)	01-Aug-2000 (25-Oct-1999)		Abandoned
WITHOUT LIMITS					Not Filed

III U.S. TRADEMARK APPLICATIONS

None.