

Form PTO-1594 (rev 06/04)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U. S. Department of Commerce Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying party(ies)/Execution Date(s): Fleet National Bank, (formerly known as BankBoston, N.A.) individually and as Assigning Administrative Agent

Individual(s) [X] Association [] General Partnership [] Limited Partnership [] Corporation [] Other: []

Citizenship [] National [X]

Execution Date(s) [] March 7, 2000 [X]

Additional name(s) of conveying party(ies) attached? [] Yes [X] No

3. Nature of conveyance:

Assignment [] Merger [] Security Agreement [] Change of Name [] Government Interest Assignment [] Other: Reassignment of Security Agreement [X]

4. Application number(s) or registration number(s):

A. Trademark Application No(s).

B. Trademark Registration No(s).

2200267 2184881 2153565

Additional numbers attached? [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Scott D. Brown, Esq. SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP One Beacon Street Boston, MA 02108-3194 Tel: (617) 573-4874 Fax: (617) 305-4874 sbrown@skadden.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 1.21(h) and 3.41) \$ 90

[X] All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 695410/1)

8. Payment Information

Deposit Account No. 19-2385 Authorized user Name: Faith C. Robinson

9. Signature.

[Handwritten Signature]

January 26, 2005 Date

Scott D. Brown, Esq. Name of Person Signing

Total number of pages including cover sheet, and documents:

15

CH \$90.00 192385 2200267

EXECUTION COPY

ASSIGNMENT, ACCEPTANCE AND ASSUMPTION AGREEMENT

ASSIGNMENT, ACCEPTANCE AND ASSUMPTION AGREEMENT (this "Agreement") dated as of March 7, 2000 among each of the Lenders party to the Credit Agreement referred to below whose names are set forth on the signature pages hereto beneath the caption "ASSIGNORS" (the "Assigning Lenders"), Fleet National Bank (formerly known as BankBoston, N.A.), as administrative agent for the Assigning Lenders (the "Assigning Administrative Agent" and, together with the Assigning Lenders, the "Assignors"), Citibank, N.A. (the "Assignee"), and each of the Obligors party to said Credit Agreement whose names are set forth on the signature pages hereto beneath the caption "OBLIGORS" (the "Obligors").

The Obligors, the Assigning Lenders and the Assigning Administrative Agent, as Administrative Agent, are parties to a Credit Agreement dated as of August 5, 1998 (as heretofore amended, modified and in effect on the date hereof, the "Credit Agreement"). The parties hereto wish to provide for the assignment by the Assigning Lenders of certain of their right, title and interest in, to and under the Credit Agreement and the Credit Documents (as defined therein), and for the assumption by the Assignee of such assigned rights, and accordingly, hereby agree as follows:

Section 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement shall have their defined meanings when used herein.

Section 2. Assignment by Assigning Lenders. Effective on the date hereof, each Assigning Lender hereby sells and assigns to the Assignee, and the Assignee hereby purchases and assumes from each Assigning Lender, without recourse or any representation or warranty except as expressly provided herein, all of such Assigning Lender's right, title and interest in, to and under the Credit Agreement and the other Credit Documents, including without limitation the Commitments as listed on Schedule 2 hereto, other than (a) the rights and obligations of such Assigning Lender in respect of Letters of Credit heretofore issued under Section 2.2 of the Credit Agreement (herein called the "Outstanding Letters of Credit") and (b) as provided in Section 6 below, and in and to the related collateral security and guaranties under the Credit Documents. Each of the Obligors hereby consents to the foregoing and agrees with each of the Assigning Lenders that each of the Assigning Lenders shall hereby be relieved of all of its obligations under the Credit Agreement (other than in respect of the Outstanding Letters of Credit), effective on the date hereof. Each of the Obligors, the Assigning Lenders and the Assigning Administrative Agent hereby represents and warrants to the Assignee that they have made separate arrangements among themselves with respect to the Outstanding Letters of Credit and agree that such Outstanding Letters of Credit will no longer constitute "Letters of Credit" under and for any purposes of the Credit Documents and will not be entitled to the benefits of any of the collateral security granted to the Assigning Lenders or the Assigning Administrative Agent pursuant to the Credit Documents (it being understood, and the Assignee hereby consents thereto, that such Outstanding Letters of Credit shall be secured by cash collateral in an amount equal to the

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aggregate face amount of such Outstanding Letters of Credit granted by the Borrower to the Assigning Administrative Agent and an amount equal to Letter of Credit fees at the current rate under the Credit Agreement on the Outstanding Letters of Credit through their respective maturity dates). Each Assigning Lender and the Assignee acknowledge and confirm their understanding and intent that this Agreement shall effect the assignment by each Assigning Lender and the assumption by the Assignee all of such Assigning Lender's right, title and interest in, to and under the Credit Documents (other than as described above).

Section 3. Assignment by Assigning Administrative Agent. The Assigning Administrative Agent hereby sells and assigns to the Assignee, and the Assignee hereby purchases and assumes for the Assigning Administrative Agent, without recourse or any representation or warranty except as expressly provided herein, all of the Assigning Administrative Agent's right, title and interest in, to and under each of the Credit Documents, other than (a) the rights and obligations of the Assigning Lenders in respect of any Outstanding Letters of Credit and (b) as provided in Section 6 below, and in and to the related collateral security and guaranties under the Credit Documents. Each of the Obligors hereby consents to the foregoing and agrees with the Assigning Administrative Agent that the Assigning Administrative Agent shall hereby be relieved of all of its obligations under the Credit Documents (other than in respect of the Outstanding Letters of Credit), effective upon such assumption by the Assignee. The Assigning Administrative Agent and the Assignee acknowledge and confirm their understanding and intent that this Agreement shall effect the assignment by the Assigning Administrative Agent and the assumption by the Assignee all of the Assigning Administrative Agent's right, title and interest in, to and under the Credit Documents (other than as described above).

Section 4. Representations, Warranties, etc.

4.01. Assignor's Representations and Warranties. Each Assignor hereby represents and warrants that, as of the date hereof, (a) it owns all of the right, title and interest in, to and under the Credit Documents being assigned by it hereunder beneficially and of record, free of any Liens or adverse claims and (b) except for Letters of Credit in an aggregate face amount equal to \$3,723,963 previously issued by the Letter of Credit Issuer pursuant to Section 2.2 of the Credit Agreement (the rights in respect of which Letters of Credit are not being assigned herewith), no Loans are presently outstanding and no other extensions of credit have been made by any of the Assigning Lenders under the Credit Agreement. Except as set forth herein, no Assignor makes any representation or warranty nor assumes any responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or any other Credit Document or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement or any other Credit Document or any other instrument or document furnished pursuant thereto or the perfection of any collateral, and makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Borrower and its Subsidiaries or the performance by the Borrower and its Subsidiaries of their obligations under the Credit Agreement, any other Credit Document or any other instrument or document furnished pursuant hereto or thereto.

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4.02. Assignee's Representations, Warranties and Agreements. The Assignee: (a) represents and warrants that it is legally authorized to enter into this Agreement; (b) represents and warrants that it is a "qualified institutional buyer" for purposes of Rule 144A under the Securities Act; (c) represents and warrants that (i) it is incorporated or organized under the laws of the United States of America or a state thereof or (ii) it will perform all of the obligations relating to United States income tax withholding under Section 13 of the Credit Agreement; (d) confirms that it has received a copy of the Credit Agreement and any other Credit Document which it has requested, together with copies of the most recent financial statements delivered pursuant to Section 6.4 of the Credit Agreement and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Agreement; (e) agrees that it will, independently and without reliance upon any Assignor, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement and the other Credit Documents; and (f) agrees that it will be bound by the provisions of the Credit Agreement and will perform in accordance with their terms all the obligations which by the terms of the Credit Agreement and the other Credit Documents are required to be performed by it.

4.03. Mutual Representations and Warranties. Each Assignor and the Assignee represent and warrant to the other that it has full power and authority to enter into this Agreement and to perform its obligations hereunder in accordance with the provisions hereof. that this Agreement has been duly authorized, executed and delivered by such party and that this Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity.

Section 5. Delivery of Certain Documents, Etc. Concurrently with the execution and delivery hereof, and as a condition to such execution and delivery (i) by the Assignee, the Assignors and the Obligors are delivering (or causing to be delivered) to the Assignee the following:

(a) in the case of the Obligors, (i) a Note duly executed and delivered by the Borrower, appropriately completed to the order of the Assignee, and in the amount of the Commitment assumed by the Assignee hereunder and (ii) an opinion of Piper Marbury Rudnick & Wolfe LLP, special counsel for the Borrower and its Subsidiaries and each of the Guarantors, covering such matters as the Assignee shall reasonably request with respect to this Agreement and the Credit Documents:

(b) in the case of the Assigning Lenders, the originals of the Notes previously delivered to each of them pursuant to Section 5.1.1 of the Credit Agreement or a lost note affidavit in form and substance reasonably satisfactory to the Obligors:

(c) in the case of the Assigning Administrative Agent, an original set of each of the documents delivered by the Obligors to the Administrative Agent pursuant to Section 5 of the Credit Agreement (including, without limitation, any original stock certificates, notes or other instruments constituting any of the collateral security under the

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Credit Documents), together with duly executed Forms UCC-3 transferring to the Assignee the Assigning Administrative Agent's status as a "secured party" under each financing statement previously filed by the Assigning Administrative Agent against any of the Obligors and such other instruments as the Assignee shall reasonably request to transfer to the Assignee all of the rights of the Assigning Administrative Agent under the Credit Documents or any collateral security; and

(d) Payment of a nonrefundable up-front fee to the Assignee by the Obligors for its own account in an amount previously agreed upon in writing by the Assignee and the Obligors;

and (ii) by the Assignors, the Obligors are delivering (or causing to be delivered) to the Assignors the following:

(a) A Cash Collateral Pledge Agreement dated as of the date hereof in form and substance reasonably satisfactory to the Assigning Administrative Agent; and

(b) Payment of commitment fees, letter of credit fees, Agent's fees, legal fees and expenses and other Credit Obligations outstanding and accrued through the date hereof as set forth on Schedule 1 hereto.

Section 6. Survival of Indemnities. Notwithstanding the other provisions of this Agreement, the transfers and assignments made pursuant hereto and any future amendment of the Credit Agreement or any other Credit Document, the indemnification provisions and other provisions of the Credit Agreement and the other Credit Documents assigned hereby that expressly survive the termination of the Credit Agreement or such other Credit Documents, each as in effect immediately prior to the execution hereof, shall continue to inure to the benefit of the Assignors with respect to any events which happened or actions taken or omitted to be taken prior to the date hereof, without derogating from any rights of the Assignee against the Obligors. The Assignors will give the Obligors prompt notice of any claim made against them, or the incurring of any expense or liability, for which they may seek indemnity or reimbursement from the Obligors under such provisions.

Section 7. Notices. All notices and other communications required to be given or made to the Assignee under this Agreement, the Credit Agreement or any other Credit Document shall be given or made at the address of the Assignee set forth under its name on the signature pages hereto or at such other address as the Assignee shall have specified to the Assignors and the Borrower in writing. All notices and other communications required to be given to any of the Assignors or the Obligors shall be given or made at their respective addresses set forth in the Credit Agreement or at such other address as any of them shall have specified to the other parties hereto in writing.

Section 8. Further Assurances. The parties hereto agree to execute and deliver (in the case of the Assignor, at the expense of the Obligors which expense the Obligors hereby agree with the Assignors to pay) such other instruments and documents and to take such other actions as any party hereto may reasonably request in connection with the transactions contemplated by this Agreement.

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Section 9. General. This Agreement, the Credit Agreement and the other Credit Documents constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersede all current and prior agreements and understandings, whether written or oral, with respect to such subject matter. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision hereof, and any invalid or unenforceable provision shall be modified so as to be enforced to the maximum extent of its validity or enforceability. This Agreement may be executed in any number of counterparts, which together shall constitute one instrument, and shall bind and inure to the benefit of the parties hereto and their respective successors and assigns, including as such successors and assigns all holders of any Credit Obligation. This Agreement shall be governed by and construed in accordance with the law the State of New York.

Section 10. Release. Effective as of the date hereof, the Assignee hereby releases its Lien created by the Credit Documents on the account with the Assigning Administrative Agent numbered 4000309509 and in the name of "Fleet National Bank as Collateral Pledgee for 21st Century Telecom of Chicago Operations, Inc. Collateral Account". The Obligors hereby agree that the only amount deposited in such account at any time shall be an amount equal to the aggregate face amount of any Outstanding Letters of Credit and any fees related thereto as further described in Section 2 hereof, together with any investment earnings thereon.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment, Acceptance and Assumption Agreement to be executed and delivered by their duly authorized officers as of the date first written above.

ASSIGNORS

FLEET NATIONAL BANK (formerly known as BankBoston N.A.), individually and as Assigning Administrative Agent

By [Signature]
Name: Jillie V. Jirlehan
Title: Director

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION

By _____
Name:
Title:

LASALLE BANK NATIONAL ASSOCIATION

By _____
Name:
Title:

HIGHLANDS COMMUNITY BANK

By _____
Name:
Title:

SUMMIT BANK

By _____
Name:
Title:

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment, Acceptance and Assumption Agreement to be executed and delivered by their duly authorized officers as of the date first written above.

ASSIGNORS

FLEET NATIONAL BANK (formerly known as BankBoston N.A.), individually and as Assigning Administrative Agent

By _____
Name:
Title:

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION

By _____
Name:
Title:

LASALLE BANK NATIONAL ASSOCIATION

By Ann H. Ellingsen
Name: Ann H. Ellingsen
Title: VP

HIGHLANDS COMMUNITY BANK

By _____
Name:
Title:

SUMMIT BANK

By _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Assignment, Acceptance and Assumption Agreement to be executed and delivered by their duly authorized officers as of the date first written above.

ASSIGNORS

FLEET NATIONAL BANK (formerly known as BankBoston N.A.), individually and as Assigning Administrative Agent

By _____
Name:
Title:

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION

By _____
Name:
Title:

LASALLE BANK NATIONAL ASSOCIATION

By _____
Name:
Title:

HIGHLANDS COMMUNITY BANK

By Lorne S. Stadel
Name: Lorne S. Stadel
Title: Senior Vice President

SUMMIT BANK

By _____
Name:
Title:

NY3:47236698v5

IN WITNESS WHEREOF, the parties hereto have caused this Assignment, Acceptance and Assumption Agreement to be executed and delivered by their duly authorized officers as of the date first written above.

ASSIGNORS

FLEET NATIONAL BANK (formerly known as BankBoston N.A.), individually and as Assigning Administrative Agent

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION

By _____
Name:
Title:

By _____
Name:
Title:

LASALLE BANK NATIONAL ASSOCIATION

HIGHLANDS COMMUNITY BANK

By _____
Name:
Title:

By _____
Name:
Title:

SUMMIT BANK

By Michael Thomson
Name:
Title:

Michael F. Thomson
Vice President

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ASSIGNEE

CITIBANK, N.A.

By James P. Garvin
Name: JAMES P. GARVIN, V.P.
Title:

Address for Notices:

Citibank, N.A.
2 Penns Way
New Castle, DE 19720
Attention: Mehmet Durgun
Fax: 302-894-6120
Phone: 302-894-6009

OBLIGORS

21st CENTURY TELECOM GROUP, INC.

By _____
Name:
Title:

21st CENTURY TELECOM OF CHICAGO OPERATIONS, INC.

By _____
Name:
Title:

21st CENTURY CABLE TV OF CHICAGO INC.

By _____
Name:
Title:

21st CENTURY TELECOM NOC, INC.

By _____
Name:
Title:

21st CENTURY TELECOM OF ILLINOIS, INC.

By _____
Name:
Title:

21st CENTURY TELECOM SERVICES, INC.

By _____
Name:
Title:

ASSIGNEE

CITIBANK, N.A.

By _____
Name:
Title:

Address for Notices:

Citibank, N.A.
2 Penns Way
New Castle, DE 19720
Attention: Mehmet Durgun
Fax: 302-894-6120
Phone: 302-894-6009

OBLIGORS

21st CENTURY TELECOM GROUP, INC.

By Ronald D. Webster
Name: Ronald D. Webster
Title: CFO

21st CENTURY TELECOM OF CHICAGO OPERATIONS, INC.

By Ronald D. Webster
Name: Ronald D. Webster
Title: Secretary & Treasurer

21st CENTURY CABLE TV OF CHICAGO INC.

By Ronald D. Webster
Name: Ronald D. Webster
Title: Secretary & Treasurer

21st CENTURY TELECOM NOC, INC.

By Ronald D. Webster
Name: Ronald D. Webster
Title: Secretary & Treasurer

21st CENTURY TELECOM OF ILLINOIS, INC.

By Ronald D. Webster
Name: Ronald D. Webster
Title: CFO

21st CENTURY TELECOM SERVICES, INC.

By Ronald D. Webster
Name: Ronald D. Webster
Title: Secretary & Treasurer

Schedule 1

	Fees
Unpaid Commitment Fee	\$33,204.84
Unpaid Letter of Credit Fee	\$3,903.08
Legal Fees for Ropes & Gray	\$13,000.00
TOTAL	\$60,107.92

NY3#7130698v9

Schedule 2

	Commitments
Fleet National Bank (formerly known as BankBoston, N.A.)	\$12,000,000
Bank of America National Trust and Savings Association	\$12,000,000
Lasalle Bank National Association	\$9,000,000
Summit Bank	\$5,000,000
Highlands Community Bank	\$2,000,000

NY3#7236698v3