

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company Americas, as Collateral Agent		04/06/2005	Trust Company: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	AboveNet, Inc.
<b>Street Address:</b>	360 Hamilton Avenue
<b>City:</b>	White Plains
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10602
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>Name:</b>	AboveNet Communications, Inc.
<b>Street Address:</b>	360 Hamilton Avenue
<b>City:</b>	White Plains
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	10602
<b>Entity Type:</b>	CORPORATION:

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	2409295	UNLEASHING THE OPTICAL REVOLUTION
Registration Number:	2373799	ABOVESECURE
Registration Number:	2291034	WEBCONDO
Registration Number:	2383863	ISX
Registration Number:	2282972	ABOVENET
Registration Number:	2260979	APS
Registration Number:	2282969	ISPCONDO
Registration Number:	2165267	ETHERVALVE

OP \$290.00 2409295

Registration Number:	2250734	AS-UR-HERE
Registration Number:	2367331	WEBCONDO
Serial Number:	75488308	ASAP

**CORRESPONDENCE DATA**

Fax Number: (860)240-2517  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 860-240-2802  
Email: rachel.panzica@bingham.com  
Correspondent Name: Rachel Panzica  
Address Line 1: One State Street  
Address Line 2: Bingham McCutchen  
Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	Rachel Panzica
Signature:	/rsp/
Date:	04/13/2005

**Total Attachments: 4**  
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**TERMINATION AND RELEASE OF  
TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT**

**TERMINATION AND RELEASE OF TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT**, dated as of April 6, 2005, by and among **DEUTSCHE BANK TRUST COMPANY AMERICAS**, a trust company duly organized under the laws of the State of New York, having an office at 60 Wall Street, 27<sup>th</sup> Floor, New York, New York, 10005, as Collateral Agent (the “**Assignee**”) and **ABOVENET, INC.** (the “**Company**”) and **ABOVENET COMMUNICATIONS, INC.**, each a Delaware corporation having its principal place of business at 360 Hamilton Avenue, White Plains, New York 10602 (each an “**Assignor**” and collectively, the “**Assignors**”).

**WHEREAS**, pursuant to the terms of the Trademark Collateral Security and Pledge Agreement (the “**Trademark Assignment**”), dated as of September 8, 2003, among the Assignors and the Assignee and recorded with the U.S. Patent and Trademark Office at Reel 002782, Frame 0962, each Assignor granted to the Assignee a security interest in and lien on, and collaterally assigned to the Assignee, all of its trademarks, trademark registrations, and associated goodwill, including, without limitation, the trademarks and trademark registrations identified on Schedule A attached hereto (such trademarks and trademark registrations are referred to herein as the “**Named Trademarks**”); and

**WHEREAS**, the Assignee has agreed to terminate and release its security interest and all of its right, title and interest in each of the Named Trademarks as herein provided;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee and the Assignors hereby agree as follows:

1. **Release and Assignment.** The Assignee hereby terminates and releases its security interest in and lien on all of the Assignors’ Named Trademarks, and the Assignee hereby assigns and transfers to each Assignor, as applicable, without recourse, all of the Assignee’s right, title and interest in and to each of the Named Trademarks purported to be owned by such Assignor and the goodwill, effective as of the date set forth above.

2. **Acknowledgment and Acceptance.** The Assignors hereby acknowledge and accept the foregoing release and assignment by the Assignee.

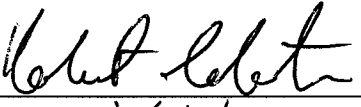
3. **Counterparts.** This Release may be executed in any number of counterparts which shall together constitute one and the same agreement.

*[Remainder of page intentionally left blank. Next page is signature page.]*



Accepted:


**ABOVENET, INC.**

By: 

Name: Robert Solcata

Title: SVP + General Counsel

**ABOVENET COMMUNICATIONS, INC.**

By: 

Name: Robert Solcata

Title: SVP + General Counsel

**Schedule A**

**Named Trademarks**

<b>Serial Number</b>	<b>Registration Number</b>	<b>Assignee</b>	<b>Date Assigned</b>
75488308	None	Deutsche Bank Trust Company Americas, as Collateral Agent	09/08/03
75592760	2409295	Deutsche Bank Trust Company Americas, as Collateral Agent	09/08/03
75549022	2373799	Deutsche Bank Trust Company Americas, as Collateral Agent	09/08/03
75511640	2291034	Deutsche Bank Trust Company Americas, as Collateral Agent	09/08/03
75497698	2383863	Deutsche Bank Trust Company Americas, as Collateral Agent	09/08/03
75488689	2282972	Deutsche Bank Trust Company Americas, as Collateral Agent	09/08/03
75488688	2260979	Deutsche Bank Trust Company Americas, as Collateral Agent	09/08/03
75488307	2282969	Deutsche Bank Trust Company Americas, as Collateral Agent	09/08/03
75199071	2165267	Deutsche Bank Trust Company Americas, as Collateral Agent	09/08/03
75185275	2250734	Deutsche Bank Trust Company Americas, as Collateral Agent	09/08/03
75140832	2367331	Deutsche Bank Trust Company Americas, as Collateral Agent	09/08/03