

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Grant of Security in Trademarks	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Global Crossing North America, Inc.		12/14/2009	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust FSB, as collateral agent		
<b>Street Address:</b>	CCS-Corporate Capital Markets, 50 South Sixth Street		
<b>Internal Address:</b>	Suite 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402-1544		
<b>Entity Type:</b>	A Federal Savings Bank chartered under the USA:		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1557257	ALLNET PREMIER	
Registration Number:	2380013	CALL HOME AMERICA SELECT	
Registration Number:	2152878	FAMILY TIES	
Registration Number:	2484230	COMMAND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2128198200		
<b>Email:</b>	fcutajar@whitecase.com		
<b>Correspondent Name:</b>	White & Case LLP		
<b>Address Line 1:</b>	1155 Avenue of the Americas		
<b>Address Line 2:</b>	Patents & Trademarks		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	1117200-0211		

OP \$1115.00 1557257

**900149879**

**TRADEMARK**  
**REEL: 004113 FRAME: 0577**

NAME OF SUBMITTER:	Frances B. Cutajar
Signature:	/Frances B. Cutajar/
Date:	12/14/2009
<b>Total Attachments: 3</b> source=GCNAITrademarkGrantWilmingtonTrustFSB#page1.tif source=GCNAITrademarkGrantWilmingtonTrustFSB#page2.tif source=GCNAITrademarkGrantWilmingtonTrustFSB#page3.tif	

GRANT OF SECURITY IN TRADEMARKS

December 14, 2009

WHEREAS, Global Crossing North America, Inc., a New York corporation with its principal place of business at 225 Kenneth Drive, Rochester, NY 14623-4277 (the "Grantor"), holds right, title, and interest in, or to, the trademarks listed on Schedule 1 annexed hereto as part hereof, which trademarks are registered with the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Global Crossing Limited, Wilmington Trust FSB, as Trustee (together with its permitted successors in such capacity, the "Trustee") are parties to a certain Indenture, dated as of September 22, 2009 (the "Indenture"), along with other Guarantors as defined therein;

WHEREAS, the Grantor and Wilmington Trust FSB, with its place of business at CCS-Corporate Capital Markets, 50 South Sixth Street, Suite 1290, Minneapolis, MN 55402-1544, acting as collateral agent (referred to herein in its capacity as collateral agent as the "Grantee"), are parties to a certain Pledge and Security Agreement dated as of September 22, 2009 (the "Security Agreement"), along with other Secured Parties, Initial Grantors and Additional Grantors as defined therein;

WHEREAS, the Grantor is obligated to the Grantee and the other Secured Parties for the prompt and complete payment or performance in full when due, pursuant to the Security Agreement, of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to Grantee a security interest in all right, title and interest of the Grantor in and to the Trademarks, all related applications and renewals thereof, all goodwill of its business associated therewith, and all proceeds thereof, including, without limitation, any and all causes of action which may now or hereafter exist by reason of infringement thereof (the "Collateral"), to secure the prompt and complete payment or performance in full when due, pursuant to the Security Agreement, of the Secured Obligations.

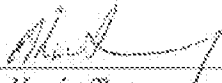
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Grantee, on behalf of itself, and the Secured Parties, a security interest in the Collateral to secure the prompt and complete payment or performance in full when due, pursuant to the Security Agreement, of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

*[signature page to follow]*

IN WITNESS WHEREOF, Grantor has caused this Grant of Security in Trademarks to be duly executed by its officer thereunto duly authorized as of the date first above written.

GLOBAL CROSSING NORTH  
AMERICA, INC.

By:   
Name: Kevin Tang  
Title: Assistant Secretary

**SCHEDULE 1**  
**TRADEMARKS**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Owner</b>
ALLNET PREMIER	1557257	9/19/1989	Global Crossing North America, Inc.
CALL HOME AMERICA SELECT	2380013	8/22/2000	Global Crossing North America, Inc.
FAMILY TIES	2152878	4/21/1998	Global Crossing North America, Inc.
U COMMAND	2484230	9/4/2001	Global Crossing North America, Inc.