

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Grant of Security in Trademarks	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atlantic Crossing Ltd.		12/14/2009	CORPORATION: BERMUDA
RECEIVING PARTY DATA			
Name:	Wilmington Trust FSB, as collateral agent		
Street Address:	CCS-Corporate Capital Markets, 50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402-1544		
Entity Type:	a Federal Savings Bank chartered under the USA:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2400415	AC-1	
Registration Number:	2261985	ATLANTIC CROSSING	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2128198200		
Email:	fcutajar@whitecase.com		
Correspondent Name:	White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 2:	Patents & Trademarks		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1117200-0211		
NAME OF SUBMITTER:	Frances B. Cutajar		

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**TRADEMARK
 REEL: 004113 FRAME: 0870**

Signature:	/Frances B. Cutajar/
Date:	12/14/2009
Total Attachments: 3 source=ACLTrademarkGrantWilmingtonTrustFSB#page1.tif source=ACLTrademarkGrantWilmingtonTrustFSB#page2.tif source=ACLTrademarkGrantWilmingtonTrustFSB#page3.tif	

GRANT OF SECURITY IN TRADEMARKS

December 14, 2009

WHEREAS, Atlantic Crossing Ltd., a corporation organized under the laws of Bermuda, with its principal place of business at Cedar House, 41 Cedar House, Hamilton HM 12, Bermuda (the "Grantor"), holds right, title, and interest in, or to, the trademarks listed on Schedule I 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.

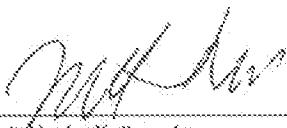
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Grantee, on behalf of itself, and the Secured Parties, a security interest in the Collateral to secure the prompt and complete payment or performance in full when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

ATLANTIC CROSSING LTD.

By: 
Name: Mitchell Sussis
Title: Director

SCHEDULE 1

TRADEMARKS

Trademark	Registration Number	Registration Date	Owner
AC-1	2400415	10/31/2000	Atlantic Crossing Ltd.
ATLANTIC CROSSING	2261985	7/20/1999	Atlantic Crossing Ltd.