

RECO

06-07-2001

HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



ab settings

101741451

To the Honorable Commissioner of Patents and Trademarks, Please record the attached original documents or copy thereof.

Name of conveying party(ies):

64-01

Cable America Corporation

Individual(s) Association
General Partnership Limited Partnership
Corporation-State - AZ
Other _____

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

Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: May 15, 2001

2. Name and address of receiving party(ies)

Name: U.S. Bank National Association

Internal Address: WH-448

Street Address: 1420 5th Avenue

City: Seattle State: WA ZIP: 98101

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other

If assignee is not domiciled in the United States, a domestic representative designator is attached: Yes No

(Designators must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,755,742

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Laura Konrath

Name of Person Signing

Signature

5/31/01

Date

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

TRADEMARK

REEL: 002309 FRAME: 0416

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 15, 2001, by CABLE AMERICA CORPORATION, an Arizona corporation (the "Grantor") in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (in such capacity, the "Agent").

W I T N E S S E T H:

WHEREAS, the Grantor has entered into a Credit Agreement dated as of the date hereof (as amended or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and U.S. Bank National Association, in its capacity as agent for such financial institutions, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, the Grantor;

WHEREAS, Grantor has entered into a Security Agreement dated as of the date hereof (as amended or otherwise modified from time to time, the "Security Agreement") with the Agent pursuant to which certain obligations owed to the Lenders are secured;

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the ratable benefit of the Lenders, this Agreement; and

WHEREAS, pursuant to the terms of the Security Agreement, Grantor has granted to Agent, for the benefit of Agent and the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement and the guaranties described therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to Agent, for the benefit of Agent and the Lenders, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in

Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral");

This security interest is granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

[signature page follows]

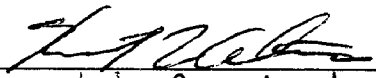
IN WITNESS WHEREOF, Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

CABLE AMERICA CORPORATION

By: _____
Title: _____

Acknowledged:

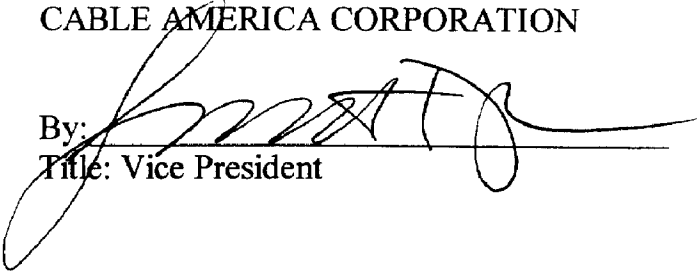
U.S. BANK NATIONAL ASSOCIATION,
as Agent

By: 
Title: Vice President

Signature Page to Patent &
Trademark Security Agreement

IN WITNESS WHEREOF, Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

CABLE AMERICA CORPORATION

By: 
Title: Vice President

Acknowledged:

U.S. BANK NATIONAL ASSOCIATION,
as Agent

By: _____
Title: _____

Signature Page to Patent &
Trademark Security Agreement

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

On this 11th day of May, 2001, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of CABLE AMERICA CORPORATION, and which executed the above instrument; and that he signed his name thereto by authority of the Board of Directors of said corporation.



Donna M. Beaver
Notary Public

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Mark	Mark Reg. No.	Date
CableAmerica	1,755,742	March 2, 1993

TRADEMARK APPLICATIONS

TRADEMARK LICENSES

Name of Agreement	Parties	Date of Agreement
-------------------	---------	-------------------

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

PATENT REGISTRATIONS

Mark Reg. No.

Date

PATENT APPLICATIONS

PATENT LICENSES

Name of Agreement

Parties

Date of Agreement