

Form **TO-1594**

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

1-29-03

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DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trade

Record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Classic Cable, Inc. and each of the other entities listed on the signature pages

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution date: January 16, 2003

2. Name and address of receiving party(ies):

Name: Goldman Sachs Credit Partners L.P. "Senior Administrative Agent"

Internal

Address:

Street Address: 85 Broad Street

City: New York State: NY Zip: 10004

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State

Other

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

(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached:  Yes  No

JAN 29 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Schedule I

Additional number(s) attached  Yes  No

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

Name: Mona Al-Sharmani

Internal Address: Weil, Gotshal & Manges, LLP

Street Address: 767 5th Avenue

City: New York State: NY Zip: 10153

6. Total number of applications and registrations involved:.....

7

7. Total fee (37 CFR 3.41):..... \$ 190.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 23-0800

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

DO NOT USE THIS SPACE

9. 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.

Phyllis Eremitaggio  
Name of Person Signing

*Phyllis Eremitaggio*  
Signature

January 29, 2003  
Date

01/31/2003 IDIAZ1 00000104 75322437

01 FC:8521 40.00 CH  
02 FC:8522 150.00 CH

Total number of pages including cover sheet, attachments, and document

11

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

**SCHEDULE I**

**TRADEMARKS**

<u>Owner</u>	<u>Mark</u>	<u>Serial No.</u>
Classic Cable, Inc.	COMMUNITY COMMITMENT INC. CUSTOMER SERVICE	75/322,437
Classic Cable, Inc.	CNA	75/698,951
Classic Cable, Inc.	CNA AND DESIGN	75/698,950
Classic Cable, Inc.	CLASSICNET.NET	75/709,338
Classic Cable, Inc.	C CLASSIC CABLE AND DESIGN	74/360,285
Friendship Cable of Texas, Inc.	CALLCOM24	75/213,550
Friendship Cable of Texas, Inc.	CALLCOM24 AND DESIGN	75/213,553
Classic Communications, Inc.	CCT	800085158 (Registered with the State of Texas)

**TRADEMARK APPLICATIONS**

None.

**TRADEMARK LICENSES**

None.

## SHORT FORM TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT**, dated as of January 16, 2003 by Classic Cable, Inc. (the "*Borrower*") and each of the other entities listed on the signature pages hereof (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of (i) Goldman Sachs Credit Partners L.P. ("*GSCP*"), as administrative agent for the Senior Secured Parties (as defined in the Pledge and Security Agreement referred to below) (in such capacity, the "*Senior Administrative Agent*"), and (ii) U.S. Bank National Association, as agent for the Junior Secured Parties (as defined in the Pledge and Security Agreement referred to below) (in such capacity, the "*Junior Administrative Agent*").

## WITNESSETH:

Whereas, pursuant to the Credit Agreement, dated as of January 16, 2003 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, Classic Communications, Inc. ("*Holdings*"), the lenders (the "*Senior Lenders*") and issuers (the "*Issuers*") party thereto and the Administrative Agent, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

Whereas, pursuant to the Subordinated Secured Credit Agreement, dated as of January 16, 2003 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Subordinated Credit Agreement*"), among the Borrower, Holdings, the lenders party thereto and the Junior Administrative Agent and such lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

Whereas, each Grantor (other than the Borrower) has guaranteed the Borrower's obligations under (i) the Credit Agreement pursuant to a guaranty, dated as of January 16, 2003, in favor of the Senior Administrative Agent and (ii) the Subordinated Credit Agreement pursuant to a guaranty, dated as of January 16, 2003, in favor of the Junior Administrative Agent;

Whereas, all the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Senior Administrative Agent and the Junior Administrative (the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

Whereas, the Senior Administrative Agent, the Junior Administrative Agent and the Borrower and each other Grantor listed on the signature pages thereof have entered into an Intercreditor Agreement, dated as of January 16, 2003 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Intercreditor Agreement*"), pursuant to which the Junior Lenders subordinated the Junior Claims and all Liens securing the Junior Claims to the payment in full of all Senior Claims (as defined in the Intercreditor Agreement) and the Liens securing the Senior Claims; and

Now, therefore, in consideration of the premises and to induce (i) the Senior Lenders, the Issuers and the Senior Administrative Agent to enter into the Credit Agreement and to induce the Senior Lenders and the Issuers to make their respective extensions of credit to the Borrower thereunder, and (ii) the Junior Lenders, and the Junior Administrative Agent to enter into the Subordinated Credit Agreement and to induce the Junior Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees as follows:

## **Section 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Credit Agreement, the Security Agreement or the Intercreditor Agreement and used herein have the meaning given to them in the Credit Agreement, the Security Agreement or the Intercreditor Agreement.

## **Section 2. Grant of Security Interest in Trademark Collateral**

### **(a) Grant to Senior Administrative Agent:**

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Senior Secured Obligations of such Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Senior Administrative Agent for the benefit of the Senior Secured Parties, and grants to the Senior Administrative Agent for the benefit of the Senior Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*"):

- (i) of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;
- (ii) reissues, continuations or extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (iv) Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

### **(b) Grant to Junior Administrative Agent:**

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Junior Secured Obligations of such Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Junior Administrative Agent for the benefit of the Junior Secured Parties, and grants to the Junior Administrative Agent for the benefit of the Junior Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*") subject to the lien granted in clause (a) herein to the Senior Administrative Agent:

- (i) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;
- (ii) all reissues, continuations or extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(iv) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

***Section 3. Security Agreement***

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Senior Administrative Agent and the Junior Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Senior Administrative Agent and the Junior Administrative Agent with respect to their security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

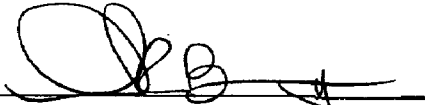
In witness whereof, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

GRANTORS

CLASSIC CABLE, INC.  
CLASSIC COMMUNICATIONS, INC.  
UNIVERSAL CABLE HOLDINGS, INC.  
CLASSIC CABLE OF OKLAHOMA, INC.  
FRIENDSHIP CABLE OF ARKANSAS, INC.  
FRIENDSHIP CABLE OF TEXAS, INC.  
W.K. COMMUNICATIONS, INC.,  
*as Grantors*

By:



Name: Dale R. Bennett  
Title: President

ACCEPTED AND AGREED  
as of the date first above written:

GOLDMAN SACHS CREDIT PARTNERS L.P.,  
*as Senior Administrative Agent*

By: \_\_\_\_\_  
Name:  
Title:

U.S. BANK NATIONAL ASSOCIATION,  
*as Junior Administrative Agent*

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 002662 FRAME: 0676

In witness whereof, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

GRANTORS

CLASSIC CABLE, INC.  
CLASSIC COMMUNICATIONS, INC.  
UNIVERSAL CABLE HOLDINGS, INC.  
CLASSIC CABLE OF OKLAHOMA, INC.  
FRIENDSHIP CABLE OF ARKANSAS, INC.  
FRIENDSHIP CABLE OF TEXAS, INC.  
W.K. COMMUNICATIONS, INC.,  
*as Grantors*


By:

\_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

GOLDMAN SACHS CREDIT PARTNERS L.P.,  
*as Senior Administrative Agent*

By:

  
Name: Bruce Mendelsohn  
Title: Authorized Signatory

U.S. BANK NATIONAL ASSOCIATION,  
*as Junior Administrative Agent*

By:

\_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

In witness whereof, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

GRANTORS

CLASSIC CABLE, INC.  
CLASSIC COMMUNICATIONS, INC.  
UNIVERSAL CABLE HOLDINGS, INC.  
CLASSIC CABLE OF OKLAHOMA, INC.  
FRIENDSHIP CABLE OF ARKANSAS, INC.  
FRIENDSHIP CABLE OF TEXAS, INC.  
W.K. COMMUNICATIONS, INC.,  
*as Grantors*

By:



Name: Dale R. Bennett  
Title: President

ACCEPTED AND AGREED  
as of the date first above written:

GOLDMAN SACHS CREDIT PARTNERS L.P.,  
*as Senior Administrative Agent*

By: \_\_\_\_\_  
Name:  
Title:

U.S. BANK NATIONAL ASSOCIATION,  
*as Junior Administrative Agent*

By:  \_\_\_\_\_  
Name: Frank P. Leslie III  
Title: Vice President

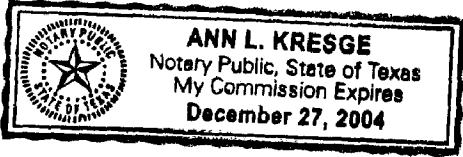
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]



Acknowledgment of Grantor

State of TEXAS )  
County of DALLAS ) ss.

On this 15<sup>th</sup> day of JANUARY, 2003 before me personally appeared DAVE P. BENNETT, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of GRANTORS, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Ann L. Kresge  
Notary Public

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]