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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

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DEPARTMENT OF COMMERCE J.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): 3-12-03
 Boulder Ridge Cable TV

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

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

2. Name and address of receiving party(ies)
 Name: U.S. Bank National Association
 Internal Address: _____
 Street Address: 1420 Fifth Avenue, 7th Floor
 City: Seattle State: WA Zip: 98101

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other national banking association

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 02/28/03

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____
1,809,593; 1,614,267

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Melissa M. Ryan
 Internal Address: _____

 Street Address: 111 S.W. Fifth Avenue
Suite 3400
 City: Portland State: OR Zip: 97204

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

03/17/2003 01 FC-0521 02 FC-0532

9. Signature.
Melissa M. Ryan
 Name of Person Signing

Melissa M. Ryan
 Signature

3-11-03
 Date

Total number of pages including cover sheet, attachments, and document: 15

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

AMENDED AND RESTATED SECURITY AGREEMENT

This Amended and Restated Security Agreement ("Security Agreement") is made and entered into as of this 28th day of February, 2003, by BOULDER RIDGE CABLE TV, a California corporation, dba Starstream Communications ("Grantor"), for the benefit of U.S. BANK NATIONAL ASSOCIATION, a national banking association ("U.S. Bank"), as agent ("Agent") for itself and the other Lenders now or hereafter a party to that certain Amended and Restated Credit Agreement of even date herewith (together with all amendments, supplements, exhibits, and modifications thereto, the "Credit Agreement") among Grantor, Agent, the Lenders, and J. Dean Hazen and Zoe Hazen (collectively referred to as "Grantors").

RECITALS:

A Grantor and U.S. Bank of Washington, National Association, and U.S. Bank of California (the "Original Lenders") entered into that certain security agreement (the "Original Security Agreement") dated as of January 22, 1993, whereby Grantor granted to the Original Lenders a security interest in the Collateral (as defined in the Original Security Agreement) as security for all indebtedness of Grantor to the Original Lenders.

B Pursuant to a First Amendment to Security Agreement dated September 15, 1994, the Original Security Agreement was amended to secure (i) repayment of all indebtedness of Grantors to the Original Lenders under a Credit Agreement dated September 15, 1994, among Grantors, the Original Lenders, and Grantor as a guarantor (the "Original Credit Agreement") and (ii) payment by Grantor of its guaranty of said indebtedness.

C By virtue of certain mergers, U.S. Bank became the successor to the Original Lenders and the holder of the aforescribed indebtedness and all collateral securing the same, including the security interests created under the Original Security Agreement.

D The Original Credit Agreement has been amended and restated pursuant to the Credit Agreement defined above and in connection therewith U.S. Bank has sold an interest in said indebtedness and collateral to Central Valley Community Bank ("CVCB") and U.S. Bank has agreed to act as agent for CVCB and any lender who subsequently purchases an interest in said indebtedness and collateral (collectively "Lenders").

E The parties wish to amend and restate the Original Security Agreement to reflect that the security interest created therein is now held by U.S. Bank as agent for the Lenders.

NOW, THEREFORE, without releasing or impairing the security interest previously granted under the Original Security Agreement in any manner, the parties hereby amend and restate the Original Security Agreement to provide as follows:

1. Credit Agreement.

This Security Agreement is subject to the terms of the Credit Agreement and, unless otherwise defined herein, terms defined in the Credit Agreement shall have such meanings when used herein.

2. Definitions.

For the purposes of this Agreement, the following terms shall have the following meanings:

2.1 "Accounts" means any right to payment for goods sold or leased or for services rendered which is not evidenced by an Instrument or Chattel Paper, whether or not it has been earned by performance.

2.2 "Account Debtor" means the party who is obligated on or under any Account, Chattel Paper, or General Intangible.

2.3 "Chattel Paper" means all interest of Grantor in writings which evidence both a monetary obligation and a security interest in or a lease of specific goods, including any group of writings consisting of both a security agreement or a lease and an Instrument or series of Instruments.

2.4 "Collateral" means all personal property, tangible and intangible, now owned or hereafter acquired by Grantor or in which Grantor has or later obtains an interest, wherever located, and all products and proceeds of such property, and, all claims arising from insurance coverage or against third parties for loss or damage to or destruction of such property, including without limitation, Accounts, Chattel Paper, Deposit Accounts, Documents, Equipment, General Intangibles, Goods, Instruments, Inventory, Trademarks, and Vehicles; but excluding FCC licenses.

2.5 "Deposit Account" means a demand, time, savings, passbook, or like account maintained with a bank, savings and loan association, credit union or like organization, other than an account evidenced by a certificate of deposit.

2.6 "Documents" means all right, title, or interest of Grantor in or to documents of title as defined in RCW 62A.1-201 and receipts of the kind described in RCW 62A.7-201(2).

2.7 "Equipment" means all of Grantor's right, title, and interest in and to goods that are used or bought for use primarily in business and goods which are not included within the definition of Inventory, and in any event shall include, but shall not be limited to, all machinery, equipment, furnishings, fixtures, vehicles, tools, supplies, and other equipment of any kind and nature, now owned or hereafter acquired, and wherever located, including, without limitation, every item which is or may be necessary or convenient in relation to the operation of Grantor's business of providing cable television services, including, without limitation, all dishes, antennae, masts, installed cable, underground conduit, headend equipment, electronic equipment, converters, subscriber devices, maintenance inventory, test equipment, vehicles, tools, maps,

diagrams, and engineering and technical data. With respect to all of the foregoing, all additions, substitutions, and replacements of any of the foregoing, together with all attachments, components, parts, accessories, improvements, upgrades, and accessories installed thereon or affixed thereto.

2.8 "Event of Default" means an occurrence of an Event of Default as defined in the Credit Agreement.

2.9 "General Intangibles" means any personal property (including things in action) other than goods, accounts, chattel paper, documents, instruments, and money. General Intangibles include, but are not limited to, all trademarks, insurance proceeds, patent rights, copyrights, trade names, Franchises, goodwill, registration, license rights, licenses, permits, corporate and other business records, rights to refunds or indemnification, and all other intangible personal property of Grantor of every kind and nature (other than Accounts).

2.10 "Goods" include all things which are movable or which are fixtures, but does not include money, documents, Instruments, Accounts, Chattel Paper, or General Intangibles.

2.11 "Instruments" means negotiable instruments or securities or other writings that evidence a right to the payment of money and are not themselves a security agreement or lease and are of a type that is in the ordinary course of business transferred by delivery with any necessary endorsement or assignment.

2.12 "Inventory" means all goods held by Grantor for sale or lease, or furnished or to be furnished by Grantor under any contract of service, or held by Grantor as raw materials, work in progress, or materials used or consumed in Grantor's business.

2.13 "Lender" means any lender who is now or hereafter a party to the Credit Agreement.

2.14 "Loan" means the "Loans" as such term is defined in the Credit Agreement.

2.15 "Loan Documents" means this Security Agreement, the Note, the Credit Agreement, and the Assignment of Franchises and Material Agreements, together with all other agreements, instruments, and documents arising out of or relating to the Credit Agreement or the Loan, as well as all renewals and modifications thereof.

2.16 "Note" means the "Notes" as such term is defined in the Credit Agreement.

2.17 "Secured Obligations" means all past, present, and future Indebtedness of Grantors and/or Guarantor to Lenders, including, without limitation, (i) any and all indebtedness, obligations, and liabilities of any kind arising in any way of Grantor and/or Grantor to Lenders, now existing or hereafter created, under the Credit Agreement and the Loan Documents, including any refinancings, renewals, extensions, amendments of, such indebtedness, or substitutions thereof; (ii) all liabilities and obligations of Grantor hereunder; and (iii) all costs,

expenses, and liabilities, including, without limitation, attorney fees, which may be incurred and advances which may be made by Lenders in any way in connection with any of the foregoing or any security therefor.

2.18 "Trademarks" means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office ("PTO") or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise; and (b) all renewals thereof.

2.19 "Vehicles" shall mean all cars, trucks, trailers, construction and earth moving equipment, and other vehicles covered by a certificate of title under the law of any state and shall include, without limitation, all tires and other appurtenances to any of the foregoing.

3. Grant of Security Interest.

As security for the payment of the Secured Obligations, Grantor hereby grants to Agent, as agent for Lenders, a continuing security interest in and assigns to Agent, as agent for Lenders, all of Grantor's right, title, and interest in the Collateral, provided, however, that with respect to Franchises, Franchise Agreements, FCC Licenses, and other similar operating rights held by Grantor and included in the Collateral, the security interest granted hereunder only shall be to the extent that, prior to obtaining the requisite consents as set forth in Section 5.5 herein, Grantor can lawfully grant a security interest in such rights and such grant of a security interest will not result in a forfeiture or breach under the documents creating such rights.

4. Covenants of Grantor.

4.1 Obligations to Pay. Grantor shall fully perform each of the covenants set forth below.

4.1.1 Pursuant to the Credit Agreement and the other Loan Documents, Grantor shall pay to Lenders, in timely fashion and in full, all amounts payable by Grantor to Lenders; and

4.1.2 In connection with the exercise by Lenders of any of its rights or remedies under the Credit Agreement or the Loan Documents, Grantor shall pay and reimburse Lenders for any and all expenditures, including attorney fees and legal expenses.

4.2 Additional Covenants of Grantor.

4.2.1 Performance. Grantor shall timely and fully perform each and every covenant, agreement, and obligation set forth in the Credit Agreement and the other Loan Documents.

4.2.2 Further Documentation. Grantor shall execute and deliver, at its own expense, any financing statement or renewal, substitution, or correction thereof or other

document, or procure any document, and take such further action as Lenders may require in obtaining the full benefits of this Security Agreement.

4.2.3 Filing Fees. Grantor shall pay all costs of filing any financing, continuation, or termination statement with respect to the security interests granted herein.

4.2.4 Maintenance of Records. Grantor shall keep and maintain at its own cost and expense satisfactory and complete records of the Collateral including, without limitation, a record of all payments received and all credits granted with respect to the Collateral and all other dealings with the Collateral. Grantor shall deliver and turn over to Lenders any books and records pertaining to the Collateral at any time after the occurrence and during the continuance of an Event of Default, if so demanded by Lenders. Such books and records will be returned to Grantor by Lenders provided any Default has been cured or an Event of Default is no longer in existence or continuing.

4.2.5 Disposition of Collateral. Except as allowed in the Credit Agreement, Grantor shall not sell or transfer any of the Collateral, or release, compromise, or settle any obligation or receivable due to Grantor, except Grantor may sell or transfer Vehicles as long as Grantor uses the proceeds of such sale or transfer to acquire assets of a similar value.

4.2.6 Indemnification. Grantor agrees to pay, and to save Lenders harmless from, any and all liabilities, costs, and expenses (including, without limitation, legal fees and expenses) with respect to, or resulting from any delay in paying, any and all excise, sales, or other taxes which may be payable or determined to be payable with respect to any of the Collateral; (b) with respect to, or resulting from, any delay by Grantor in complying with any requirement of law applicable to any of the Collateral; or (c) in connection with any of the transactions contemplated by this Security Agreement. In any suit, proceeding, or action brought by Lenders under any Accounts for any sum owing thereunder, or to enforce any provisions of any Accounts, Grantor will save, indemnify, and keep Lenders harmless from and against all expense, loss, or damage suffered by reason of any defense, setoff, counterclaim, recoupment or reduction, or liability whatsoever of the Account Debtor thereunder, arising out of a breach by Grantor of any obligation thereunder or arising out of any other agreement, indebtedness, or liability at any time owing to or in favor of such Account Debtor or its successors from Grantor.

4.2.7 Limitations on Modifications, Waivers, Extensions of Contracts, and Agreements Giving Rise to Accounts. Grantor will not (a) amend, modify, terminate, or waive any provision of any agreement giving rise to an Account in any manner which could reasonably be expected to materially adversely affect the value of such Account as collateral; or (b) fail to exercise promptly and diligently each and every material right which it may have under each agreement giving rise to an Account (other than any right of termination).

4.2.8 Limitations on Discounts, Compromises, Extensions of Accounts. Other than in the ordinary course of business as generally conducted by Grantor over a period

of time, Grantor will not grant any extension of the time of payment of any of the Accounts, compromise, compound, or settle the same for less than the full amount thereof, release, wholly or partially, any Person liable for the payment thereof, or allow any credit or discount whatsoever thereon.

4.2.9 Further Identification of Collateral. Grantor will furnish to Lenders from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Lenders may reasonably request, all in detail satisfactory to Lenders.

4.2.10 Notices. Grantor will advise Agent promptly, in reasonable detail, at its address set forth in Section 17, of (a) any lien (other than liens created hereby or permitted under the Credit Agreement) on, or material claim asserted against, any of the Collateral; and (b) the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the liens created hereunder.

4.2.11 Changes in Locations, Name, Etc. Unless Borrower shall have given Agent at least 30 days' prior notice, Grantor will not (a) change the location of its chief executive office/chief place of business from that specified in Section 5.11 or remove its books and records from the locations specified in Section 5.7 and 5.11; (b) permit any of the Inventory or Equipment (excluding Vehicles) to be kept at a location other than those listed on Schedule I hereto; (c) change its name, mailing address, or organizational number; or (d) change its type of organization, jurisdiction, or other legal structure.

5. Representations and Warranties of Grantor.

Grantor hereby makes the following representations and warranties:

5.1 Title to Collateral. Grantor has good and marketable title to all the Collateral, free and clear of any and all liens excepting only the security interests created pursuant to this Agreement, or permitted pursuant to the Credit Agreement.

5.2 No Impairment of Collateral. None of the Collateral shall be impaired or jeopardized on account of the security interest herein granted.

5.3 Other Agreements. The execution and delivery of this Agreement, the consummation of the transactions provided for herein and the fulfillment of the terms hereof will not result in the breach of any of the terms, conditions, or provisions of, or constitute a default under, or conflict with, or cause any acceleration of any obligation under, any agreement or other instrument to which Grantor is a party or by which Grantor is bound, or any judgment, decree, order, or award of any court, governmental body, or arbitrator, or any applicable law, rule, or regulation.

5.4 No Approvals. Except as set forth in Schedule 7.15 of the Credit Agreement or Section 5.5 of this Agreement, no approvals of any nature are required by any governmental or regulatory authority in connection with the security interests herein granted.

5.5 Approval of Cable Authorities. Notwithstanding any provisions of this Agreement to the contrary, no action shall be taken by Lenders with respect to any items of the Collateral unless and until all necessary requirements, if any, of the Federal Communications Act of 1934 and the Cable Communications Policy Act of 1984 and the respective rules and regulations thereunder, as well as any other federal, state, or other governmental or franchise authority having jurisdiction over the cable televisions industry or Grantor have been fully satisfied with respect to such action and there have been obtained such consents, approvals, and authorizations, if any, as may be required to be obtained from the Federal Communications Commission and any other such governmental authority or utility or telephone company under the terms of any franchise, license, or similar operating right held by Grantor and included in the Collateral. It is the intention of the parties hereto that the security interests and liens of Lenders and on the Collateral shall in relevant aspects be subject to and governed by such statutes, rules, and regulations and that nothing in this Agreement shall be construed to diminish the control exercised by Grantor except in accordance with the provisions of such statutory requirements and rules and regulations and the terms and conditions of this Agreement. Upon request from Lenders, Grantor agrees that it will use its best efforts to promptly obtain at no cost to Lenders, any and all governmental, regulatory, utility, or telephone company consents, approvals, or authorizations referred to in this Section 5.5.

5.6 Authority. Except as otherwise provided herein, Grantor has full power and authority to assign to Agent for the benefit of Lenders and to grant to Agent for the benefit of Lenders a security interest in the Collateral.

5.7 Location of Records. The address of the offices where the books and records of Grantor are kept concerning the Accounts, Instruments, Chattel Paper, General Intangibles, and other similar Collateral is set forth on Schedule I.

5.8 Location of Collateral. The locations of all Inventory, Equipment, and fixtures of Grantor are described on Schedule I.

5.9 Name. Grantor conducts its business only under the names "Boulder Ridge Cable TV and "Starstream Communications."

5.10 Accounts. The amount represented by Grantor to Lenders from time to time as owing by each Account Debtor or by all Account Debtors in respect of the Accounts will at such time be actually owing by such Account Debtor or Debtors thereunder. No material amount payable to Grantor under or in connection with any Account is evidenced by any Instrument or Chattel Paper which has not been delivered to Lenders.

5.11 Chief Executive Office. Grantor's chief executive office and chief place of business is located at the address set forth on Schedule I.

5.12 Trademarks. Each Trademark owned or to be owned by Grantor in its own name as of the date hereof is valid, subsisting, unexpired, enforceable, and has not been abandoned. None of such Trademarks is the subject of any licensing or franchise agreement. No holding, decision, or judgment has been rendered by any governmental authority which would limit, cancel, or question the validity of any such Trademark. No action or proceeding is

pending (a) seeking to limit, cancel, or question the validity of any such Trademark; or (b) which, if adversely determined, would have a material adverse effect on the value of any Trademark. Grantor hereby authorizes Agent to record this Agreement, an abstract thereof, or any other document describing Lenders' security interest in the Trademarks with the PTO at Grantor's expense.

5.13 Vehicles. Within ten days of Agent's request, Grantor shall deliver to Agent any original certificate of title for each Vehicle owned free and clear by Grantor. Upon the request of Agent, Grantor shall execute and deliver any and all agreements, instruments, documents, powers of attorney, and papers as Agent may request to evidence and perfect Agent's security interest in any Vehicle, and Grantor hereby constitutes Agent its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until Grantor's obligations are paid in full. Each certificate of title so delivered to Lenders, if any, shall thereafter indicate Lenders' first priority lien on the Vehicle covered by such certificate.

6. Lenders' Rights with Respect to the Collateral.

6.1 No Duty on Lenders' Part. Lenders shall not be required, except at its option upon the occurrence of any Event of Default, to realize upon any Accounts, Instruments, Chattel Paper, or General Intangibles, collect the principal, interest, or payment due thereon, exercise any rights or options of Grantor pertaining thereto, make presentment, demand, protest, or give notice of protest, nonacceptance, or nonpayment, nor do any other thing for the protection, enforcement, or collection of such Collateral. The powers conferred on Lenders hereunder are solely to protect Lenders' interests in the collateral and shall not impose any duty upon Lenders to exercise any such powers. Lenders shall be accountable only for amounts that Lenders actually receive as a result of the exercise of such powers, and neither Lenders nor any of their officers, directors, employees, or agents shall be responsible to Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

6.2 Negotiations with Account Debtors. Upon the occurrence of any Event of Default, Lenders may, in their sole discretion, extend or consent to the extension of the time of payment or maturity of any Instruments, Accounts, Chattel Paper, or General Intangibles.

6.3 Right to Assign. In accordance with the terms and conditions of the Credit Agreement, Lenders may assign or transfer the whole or any part of Grantor's obligations and may transfer therewith as collateral security the whole or any part of the Collateral; and all obligations, rights, powers, and privileges herein provided shall inure to the benefit of the assignee and shall bind the successors and assigns of the parties hereto.

6.4 Duties Regarding Collateral. Beyond the safe custody thereof, Lenders shall not have any duty as to any Collateral in their possession or control, or to any preservation of any rights of or against other parties.

6.5 Collection From Account Debtors. Upon the occurrence of a Default or an Event of Default as defined in the Loan Documents, Grantor shall, upon demand by Agent, notify all Account Debtors to make payment to Agent of any amounts due or to become due.

Grantor authorizes Agent to contact the Account Debtors for the purpose of notifying all or any of them to pay their obligations directly to Agent. Upon demand by Lenders, Grantor shall enforce collection of any indebtedness owed to it by Account Debtors.

6.6 Inspection. Following reasonable notice to Grantor, Lenders and its designees, from time to time, at reasonable times and intervals, may inspect the equipment and inventory and inspect, audit and make copies of and extracts from all records and all other papers in the possession of Grantor.

6.7 Assignee Deposit Account. Upon the occurrence of a Default or an Event of Default as defined in the Loan Documents, and following reasonable notice to Grantor, Grantor will forthwith, upon receipt, transmit and deliver to Agent, in the form received, all cash, checks, drafts, Chattel Paper, Instruments, or other writings for the payment of money (properly endorsed, where required, so that such items may be collected by Agent) which may be received by Grantor at any time. All items or amounts which are delivered by Grantor to Agent, or collected by Agent from the Account Debtors shall be deposited to the credit of a Deposit Account (herein called the "Assignee Deposit Account") of Grantor with Agent, as security for the payment of Grantor's Obligations. Grantor shall have no right to withdraw any funds deposited in the Assignee Deposit Account. Agent may, from time to time, in its discretion, and shall upon the request of Grantor made not more than twice in any week, apply all or any of then balance, representing collected funds, in the Assignee Deposit Account, for payment of Grantor's Obligations, whether or nor then due, in such order of application, not inconsistent with the terms of the Credit Agreement and this Security Agreement, as Agent may determine, and Agent may, from time to time, in their discretion, release all or any of such balance to Grantor. Upon cure of the Event of Default by Grantor, and unless otherwise notified by Agent, Grantor may return to its normal mode of collections.

7. Lenders' Rights and Remedies.

7.1 General. Upon the occurrence of any Event of Default, Lenders may exercise their rights and remedies in the Credit Agreement and the Loan Documents, and any other rights and remedies at law and in equity, simultaneously or consecutively, all of which rights and remedies shall be cumulative. The choice of one or more rights or remedies shall not be construed as a waiver or election barring other rights and remedies. Grantor hereby acknowledges and agrees that Lenders are not required to exercise all remedies and rights available to them equally with respect to all the Collateral and that Lenders may select less than all the Collateral with respect to which the remedies as determined by Lenders may be exercised.

7.2 In addition to or in conjunction with the rights and remedies referred to in Section 7.1 hereof:

7.2.1 Notice of Sale. Written notice mailed to Grantor at the address designated herein ten days or more prior to the date of public or private sale of any of the Collateral shall constitute reasonable notice.

7.2.2 Duty to Assemble Collateral. Except for Collateral located underground or Collateral which is in a fixed location and cannot be moved, Grantor agrees, at Agent's

request, to assemble the Collateral and make it available to Agent at place, which Agent shall reasonably select, whether on Grantor's premises or elsewhere.

8. Entire Agreement.

This Agreement, together with the Credit Agreement and the Loan Documents, sets forth all the promises, covenants, agreements, conditions and understandings between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, with respect thereto, except as contained or referred to herein. This Agreement may not be amended, waived, discharged, or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, discharge, or termination is sought.

9. Invalidity.

If any provision(s) of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereunder, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

10. Nonwaiver and Nonexclusive Remedies.

10.1 Nonexclusive Remedies. No remedy or right herein conferred upon or reserved to Lenders is intended to be to the exclusion of any other remedy or right, but each and every such remedy or right shall be cumulative and shall be in addition to every other remedy or right given hereunder, and now or hereafter existing at law or in equity.

10.2 Delay and Nonwaiver. No delay or omission by Lenders to exercise any remedy or right accruing upon an Event of Default shall impair any such remedy or right, or shall be construed to be a waiver of any such Event of Default, or an acquiescence therein, nor shall it affect any subsequent Event of Default of the same or of a different nature.

11. Termination of Security Interest.

If the Secured Obligations have been paid in full and no Commitment remains outstanding under the Credit Agreement, the security interest provided herein shall terminate and Lenders shall promptly return to Grantor all Collateral then held by Lenders, if any, shall execute, in form for filing, and promptly deliver to Grantor termination statements of the security interests herein granted and, thereafter, no party hereto shall have any further rights or obligations hereunder.

12. Successors and Assigns.

All rights of Agent and Lenders hereunder shall inure to the benefit of their successors and assigns, and all obligations of Grantor shall be binding upon its successors and assigns.

13. Agent's Appointment as Attorney-in-Fact.

13.1 Powers. Grantor hereby irrevocably constitutes and appoints Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or in its own name, from time to time in Agent's discretion, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action, and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, Grantor hereby gives Agent the power and right on behalf of Grantor, without consent by or notice to Grantor, to do the following:

13.1.1 to transfer to Lenders or to any other person all or any of said Collateral, to endorse any Instruments pledged to Lenders, and to fill in blanks in any transfers of Collateral, powers of attorney, or other documents delivered to Lenders;

13.1.2 to pay or discharge taxes and liens levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Agreement, and to pay all or any part of the premiums therefor and the costs thereof;

13.1.3 to take possession of and indorse and collect any checks, drafts, notes, acceptances, or other instruments for the payment of moneys due under any Account, Instrument, or General Intangible or with respect to any other Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Agent for the purpose of collecting any and all such moneys due under any Account or Instrument or General Intangible or with respect to any other Collateral whenever payable; and

13.1.4 upon the occurrence of any Event of Default (a) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to Agent or as Agent shall direct; (b) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims, and other amounts due or to become due at any time in respect of or arising out of any Collateral; (c) to sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices, and other documents in connection with any of the Collateral; (d) to commence and prosecute any suits, actions, or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any thereof and to enforce any other right in respect of any Collateral; (e) to defend any suit, action, or proceeding brought against Grantor with respect to any Collateral; (f) to settle, compromise, or adjust any suit, action, or proceeding described in clause (e) above and, in connection therewith, to give such discharge or releases as Lenders may deem appropriate; (g) to assign any Trademark (along with the goodwill of the business to which any such Trademark pertains), throughout the world for such terms or terms, on such conditions, and in such manner, as Agent shall in its sole discretion determine; and (h) generally, to sell, transfer, pledge, and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Agent were the absolute owner thereof for all purposes,

and to do, at Agent's option and Grantor's expense, at any time, or from time to time, all acts and things which Agent deem necessary to protect, preserve, or realize upon the Collateral and Lenders' liens thereon and to effect the intent of this Agreement, all as fully and effectively as Grantor might do.

13.1.5 to prepare and file where Agent deems appropriate Uniform Commercial Code financing statements and amendments thereto in such form as Agent deems appropriate, and Agent is expressly authorized to describe the Collateral as all of Grantor's assets now owned or hereafter acquired.

13.2 Ratification. Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable until all the Secured Obligations of Grantor under the Credit Agreement have been satisfied.

13.3 Other Powers. Grantor also authorizes Lenders, at any time and from time to time, to execute, in connection with the sale provided for in Section 7 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

13.4 No Duty on Lenders' Part. The powers conferred on Lenders hereunder are solely to protect Lenders' interests in the collateral and shall not impose any duty upon Lenders to exercise any such powers. Lenders shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees, or agents shall be responsible to Grantor or any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

14. Performance by Lenders of Grantor's Obligations.

If Grantor fails to perform or comply with any of its agreements contained herein and Agent, following notice to Grantor, and as provided for by the terms of this Agreement, and the Credit Agreement, shall for the benefit of Lenders perform or comply, or otherwise cause performance or compliance, with such agreement, the expense of Agent incurred in connection with such performance or compliance, together with interest thereon at the rate provided for in the Credit Agreement upon the occurrence of an Event of Default shall be payable by Grantor to Agent on demand and shall constitute the Secured Obligations secured hereby.

15. Conflict with Credit Agreement.

In the event of a conflict or inconsistency between the terms of this Security Agreement and the Credit Agreement, the Credit Agreement shall control.

16. Governing Law.

This Agreement and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with and shall be governed by the laws of the state of Washington.

17. Notices.

All notices, requests, consents, demands, approvals, and other communications hereunder shall be deemed to have been duly given, made, or served if in writing and when delivered personally, by facsimile, or mailed by first class mail, postage prepaid, to the respective parties to this Agreement as set forth in the Credit Agreement. The designation of the person to be so notified or the address of such person for the purposes of such notice may be changed from time to time by similar notice in writing, except that any communication with respect to a change of address shall be deemed to be given or made when received by the party to whom such communication was sent.

18. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Grantor and Agent have caused these presents to be duly executed by their respective duly authorized signatories as of the day and year first above written.

BOULDER RIDGE CABLE TV, a California corporation, dba Starstream Communications

By: 

Title: President & CEO

Accepted by:

U.S. BANK NATIONAL ASSOCIATION, as Agent

By: _____

Title: _____

SCHEDULE I
to Amended and Restated Security Agreement

This is Schedule I to that-certain Amended and Restated Security Agreement, dated as of February 28, 2003, between Boulder Ridge Cable TV, a California corporation ("Grantor") and U.S. Bank National Association, as agent for certain Lenders.

A. Offices where books and records of Grantor are kept:

Boulder Ridge Cable TV
4120 Citrus Avenue
Rocklin, California 95677

B. The chief executive office of Grantor is:

7825 Prospect Place
La Jolla, California 92037

C. Grantor's Collateral is located in Humboldt County, California; Placer County, California; San Bernardino County, California.

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RECORDED: 03/12/2003

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REEL: 002692 FRAME: 0676