

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Grande Communications Networks, Inc.		03/23/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	U.S. Bank National Association
Street Address:	60 Livingston Avenue
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55107
Entity Type:	National Bank: OHIO

PROPERTY NUMBERS Total: 8		
Property Type	Number	Word Mark
Registration Number:	2247992	CHECK-IN NUMBER
Registration Number:	2292637	
Registration Number:	2241187	GOLDEN HARBOR
Registration Number:	1865994	GREAT LAKES LONG DISTANCE, INC.
Registration Number:	2189779	HOMETOWN TELEPHONE
Registration Number:	2383456	THINK OF OUR BUSINESS AS AN EXTENSION OF YOURS
Registration Number:	1876925	THRIFTY CALL
Registration Number:	2375484	THRIFTYCALL

CORRESPONDENCE DATA	
Fax Number:	(212)318-6881
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212) 318-6463
Email:	rls@paulhastings.com
Correspondent Name:	Robert L. Sherman
Address Line 1:	75 E. 55th Street

CH \$215.00 2247992

Address Line 2: Paul, Hastings, Janofsky & Walker LLP  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 12174.00023

NAME OF SUBMITTER: Jennifer Shmulewitz

Total Attachments: 4  
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## PTO SECURITY AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, in connection with (a) that certain Indenture (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time the "Indenture"), dated March 23, 2004, pursuant to which Grande Communications Holdings, Inc., a Delaware corporation ("Holdings"), as issuer, issued Secured Notes, and (b) that certain Pledge and Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge Agreement") by and among Holdings and the guarantors party thereto, the lenders party thereto from time to time (the "Lenders") and U.S. Bank, National Association, as collateral agent for the benefit of the Lenders (in such capacity the "Collateral Agent") Grande Communications Networks, Inc., a Delaware corporation ("Grantor"), a wholly owned subsidiary of Holdings, hereby grants to U.S. Bank National Association (the "Grantee"), as trustee and collateral agent, for its own benefit and the ratable benefit of the Holders of the Securities issued under the Indenture, a continuing security interest in (i) all of the Grantor's right, title and interest in and to trademarks, service marks and trade names (collectively, the "Marks"), including without limitation those Marks for which there exist federal trademark or service mark applications or registration as set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Indenture) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

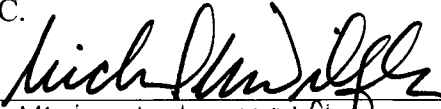
THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Indenture) of the Grantor. Upon the repayment in full of all non-contingent Obligations (as such term is defined in the Indenture) of the Grantor, the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

THIS GRANT has been granted in conjunction with the security interest granted to the Grantee under the Pledge Agreement and the Indenture. The rights and remedies of the Grantee with respect to the security interest granted herein are more fully set forth in the Pledge Agreement and the Indenture, all terms and provisions of which are incorporated herein by reference (including remedies provided therein). In the event that any provisions of this Grant are deemed to conflict with the Pledge Agreement, the provisions of the Pledge Agreement shall govern.

THIS GRANT has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding office in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the benefit of each Secured party under the Pledge Agreement. The Pledge Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned has executed this PTO Security Agreement as of the 23rd day of March, 2004.

GRANDE COMMUNICATIONS NETWORKS,  
INC.

By:   
Name: Michael L. Wilfong  
Title: Chief Financial Officer

**SCHEDULE A**

MARK	SERIAL NO./FILE DATE	REG. NO./ REG. DATE	STATUS
CHECK-IN NUMBER - U.S 4024-00600 (Service mark)  Registrant: Grande Communications Networks, Inc. Delaware Corp	75/136,416 July 19, 1996	2,247,992 May 25, 1999	Registered
Design (Golden Harbor)- U.S 4024-00900 (Service mark)  Registrant: Grande Communications Networks, Inc. Delaware Corp	75/555,258 September 18, 1998	2,292,637 November 16, 1999	Registered
GOLDEN HARBOR - U.S 4024-00800 (Service mark)  Registrant: Grande Communications Networks, Inc. Delaware Corp	75/300,830 May 30, 1997	2,241,187 April 20, 1999	Registered
GREAT LAKES LONG DISTANCE, INC. and Design - U.S 4024-01300 (Service mark)  Registrant: Grande Communications Networks, Inc. Delaware Corp	74/464,774 December 2, 1993	1,865,994 December 6, 1994	Registered Section 8 &15 accepted and acknowledged
HOMETOWN TELEPHONE – U.S. (Service Mark)  Registrant: Grande Communications Networks, Inc. Delaware Corp	75/150,441 August 14, 1996	2,189,779 September 15, 1998	Registered
THINK OF OUR BUSINESS AS AN EXTENSION OF YOURS – U.S 4024-01200 (Service mark)  Registrant: Grande Communications Networks, Inc. Delaware Corp	75/853,230 November 19, 1999	2,383,456 September 5, 2000	Registered
THRIFTY CALL and Design - U.S 4024-01000 (Service mark)  Registrant: Grande Communications Networks, Inc. Delaware Corp	74/472,627 December 23, 1993	1,876,925 January 31, 1995	Registered Section 8 &15 accepted and acknowledged

MARK	SERIAL NO./FILE DATE	REG. NO./ REG. DATE	STATUS
THRIFTYCALL - U.S 4024-01100 (Service mark)  Registrant: Grande Communications Networks, Inc. Delaware Corp	75/830,820 October 25, 1999	2,375,484 August 8, 2000	Registered