

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
Clear Source, 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: 1		
Property Type	Number	Word Mark
Registration Number:	2428738	CLEARSOURCE

CORRESPONDENCE DATA	
Fax Number:	(212)318-6881
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212) 318-6000
Email:	rls@paulhastings.com
Correspondent Name:	Robert L. Sherman
Address Line 1:	75 E. 55th Street
Address Line 2:	Paul, Hastings, Janofsky & Walker LLP
Address Line 4:	New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	12174.00023
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NAME OF SUBMITTER:	Jennifer Shmulewitz
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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") Clear Source, 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.

CLEAR SOURCE, INC.

By: 

Name: Michael L. Wilfong

Title: Chief Financial Officer

SCHEDULE A

MARK	SERIAL NO./ FILE DATE	REG. NO./ REG. DATE	STATUS
CLEARSOURCE Registrant: Clear Source, Inc. Delaware Corp	75/529,943 September 20, 1998	2,428,738 February 13, 2001	Registered