

11-13-2003



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **Cable Express Operating, Inc.** *11-7-03*

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

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

2. Name and address of receiving party(ies)

Name: **KeyBank National Association** _____

Internal Address: _____

Street Address: **127 Public Square** _____

City: **Cleveland** _____ State: **Ohio** _____ Zip: **44114** _____

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **October 28, 2003** _____

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

A. Trademark Application No.(s)
78/236,201, 78/236,228

B. Trademark Registration No.(s)
2,354,950

Additional number(s) attached Yes No

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

Name: **F. Joseph Pudner, Esq.** _____

Internal Address: **Thompson Hine LLP** _____

3900 Key Center _____

Street Address: **127 Public Square** _____

City: **Cleveland** _____ State: **Ohio** _____ Zip: **44114** _____

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41) _____ **\$90**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

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

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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.

F. Joseph Pudner _____ *F. Pudner* _____ **October 29, 2003** _____
 Name of Person Signing Signature Date

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

16

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

11/12/2003 ECOOPER 00000218 78236201

01 FC:8521 40.00 OP
02 FC:8522 50.00 OP

TRADEMARK
REEL: 002862 FRAME: 0169

INTELLECTUAL PROPERTY COLLATERAL ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY COLLATERAL ASSIGNMENT AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made as of the 28th day of October, 2003, by CABLE EXPRESS OPERATING, INC., a Delaware corporation ("Pledgor") in favor of KEYBANK NATIONAL ASSOCIATION ("Lender").

1. Recitals.

Pledgor, Cable Express Acquisition Company, a Delaware corporation, Armada Operating, Inc., a Delaware corporation and Midtown Express Operating, Inc., a Delaware corporation (together with their respective successors and assigns, collectively "Borrowers" and individually, each a "Borrower"), have entered into that certain Credit and Security Agreement, dated as of September 30, 2003, with Lender (as the same may from time to time be amended, restated or otherwise modified, the "Credit Agreement"). Pledgor desires that the Lender grants to Borrowers the financial accommodations as described in the Credit Agreement.

Pledgor deems it to be in its direct pecuniary and business interests that it obtain from Lender the Commitment, as defined in the Credit Agreement, and the Loans, as hereinafter defined, provided for in the Credit Agreement.

Pledgor understands that Lender is willing to grant such financial accommodations to Borrowers only upon certain terms and conditions, one of which is that Pledgor grant to Lender a security interest in and a contingent assignment of the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of each financial accommodation granted to Pledgor by Lender and for other valuable considerations.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement and (b) unless otherwise defined in the Credit Agreement, terms that are defined in the U.C.C., as hereinafter defined, are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

"Assignment" shall mean an Assignment in the form of Exhibit A attached hereto.

"Collateral" shall mean, collectively, all of Pledgor's existing and future right, title and interest in, to and under (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, industrial designs, copyright registrations and other intellectual property, whether federal, state or foreign, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, confidential information, improvements and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all

4.1. Pledgor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable.

4.2. The Collateral is valid and enforceable.

4.3. Except as disclosed on Schedule 2 hereto, Pledgor has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person.

4.4. Except for liens expressly permitted pursuant to Section 5.9 of the Credit Agreement, Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances (including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third Persons), other than licenses or covenants not to sue granted by Pledgor in the ordinary course of business.

4.5. Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.

4.6. Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a material adverse effect on Pledgor.

5. Further Assignment Prohibited. Pledgor shall not enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral, without Lender's prior written consent, such consent not to be unreasonably withheld. Absent such prior written consent, any attempted sale or license is null and void.

6. Right to Inspect. Pledgor hereby grants to Lender, and its employees and agents the right, not more than once per twelve (12) month period, after reasonable advance notice during regular business hours, to visit any location of Pledgor or, if applicable, any other location, and to inspect the products and quality control records relating thereto at Pledgor's expense.

7. Standard Patent and Trademark Use. Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Pledgor shall further conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and SM where appropriate.

8. Event of Default.

8.1 An Event of Default, as defined in Section 8 of the Credit Agreement shall also constitute an Event of Default under this Agreement.

10. Pledgor's Obligation to Prosecute. Except as otherwise agreed to by Lender in writing, and subject to Section 9 above and the reasonable business judgment of Pledgor, Pledgor shall have the duty (i) to prosecute diligently any patent, trademark, servicemark or copyright application pending as of the date of this Agreement or thereafter until the Debt shall have been paid in full; (ii) to file and prosecute opposition and cancellation proceedings; and (iii) to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by Pledgor. Pledgor shall not abandon any Collateral without the prior written consent of Lender, unless such abandonment will not have a material adverse effect on Pledgor or such abandonment is in connection with any Collateral that, in the reasonable business judgment of Pledgor, is no longer necessary in Pledgor's business.

11. Lender's Right to Enforce. Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. Lender shall have the right, but shall have no obligation, to join in any such action.

12. Power of Attorney. Pledgor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence, and only during the continuance of, an Event of Default, Pledgor's name on all applications, documents, papers and instruments necessary for Lender, on behalf of the Banks, to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. This power of attorney shall be irrevocable for the life of this Agreement; provided, however, that this power of attorney may be revocable based upon any gross negligence, willful or intentional conduct of Lender or such officer or agent of Lender appointed pursuant to this Section 12.

13. Lender's Right to Perform Obligations. If Pledgor fails to comply with any of its obligations under this Agreement, Lender, may, but is not obligated to, do so in Pledgor's name or in the name of Lender, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Lender, upon request, in full for all expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Collateral.

14. Additional Documents. Pledgor shall, upon written request of Lender, enter into such additional documents or instruments as may be reasonably required by Lender in order to effectuate, evidence or perfect the interest of Lender in the Collateral, as evidenced by this Agreement.

15. New Collateral. If, before the Debt shall have been irrevocably paid in full and the Commitment terminated, Pledgor shall obtain rights to any new Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and Pledgor shall give Lender prompt written notice thereof.

two Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that notices from Pledgor to Lender pursuant to any of the provisions hereof shall not be effective until received by Lender.

25. Termination. At such time as the Debt shall have been irrevocably paid in full, the Commitment terminated, and the Credit Agreement terminated, this Agreement shall automatically terminate. Upon written request of Pledgor, Lender shall promptly execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release Lender's security interest in and assignment of the Collateral and to re-vest in Pledgor full title to the Collateral, subject to any disposition thereof that may have been made by Lender pursuant hereto.

26. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of Pledgor and Lender hereunder shall be governed by and construed in accordance with Ohio law, without regard to principles of conflict of laws. Pledgor and Lender hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cleveland, Ohio, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. Pledgor and Lender hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor and Lender agrees that a final, nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

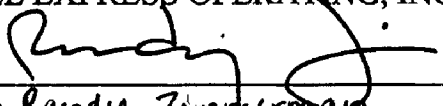
10929302.3

27. JURY TRIAL WAIVER. BORROWER, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN BORROWER AND LENDER ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date set forth above.

Address: 33 Collegeview Road
Westerville, OH 43081
Attention: Randy Zimmerman

CABLE EXPRESS OPERATING, INC.

By: 
Name: Randy Zimmerman
Title: Vice President

THE STATE OF Florida)
) SS:
COUNTY OF Broward)

BEFORE ME, a Notary Public, the undersigned, on this day personally appeared personally known, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of CABLE OPERATING, INC., a Delaware corporation, and that she/he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28 day of October, 2003.

Joann Farrell
Notary Public



SCHEDULE 1

SCHEDULE 2

1. Since 1999, Cable Express, Inc. has been involved in an ongoing dispute with a New York company called Cable Express Corporation (“CEC”) based upon CEC’s assertions that Cable Express, Inc.’s use of the “Cable Express” name and mark infringes CEC’s trademark rights. Cable Express, Inc. has consistently disputed CEC’s assertions in their entirety. No litigation has been commenced to date by either party to this dispute.

THE STATE OF _____)
) SS:
COUNTY OF _____)

BEFORE ME, a Notary Public, the undersigned, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of CABLE EXPRESS ACQUISITION COMPANY, a Delaware corporation, and that she/he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of _____, 2003.

Notary Public