

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Re-record to correct Reel/Frame No. 2430/0001 as a release of security interest recorded at Reel/Frame No. 1945/0699		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Union Bank of California, N.A.		10/22/2001	National banking association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Classic Cable, Inc.		
<b>Street Address:</b>	6151 Paluxy Road		
<b>City:</b>	Tyler		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75703		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1808000	CLASSIC CABLE C	
Registration Number:	2175052	COMMUNITY COMMITMENT CUSTOMER SERVICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Rhonda DeLeon		
<b>Address Line 1:</b>	Latham & Watkins LLP		
<b>Address Line 2:</b>	650 Town Center Drive, Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	022411-0227		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		

CH \$65.00 1808000

Total Attachments: 5  
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**TRADEMARK  
 REEL: 002892 FRAME: 0707**

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**RELEASE GRANT OF SECURITY INTEREST  
IN CERTAIN INTELLECTUAL PROPERTY**

This Release of Grant of Security Interest in Certain Intellectual Property (this "Release") is made and entered into this 22nd day of October, 2001 by and among Classic Cable, Inc., a Delaware corporation (the "Borrower") having its principal place of business at 6151 Paluxy Road, Tyler, Texas 75703 and Callcom 24, Inc., a Texas corporation ("Callcom" and together with the Borrower, the "Grantors") having its principal place of business at 6151 Paluxy Road, Tyler, Texas 75703 and the Prior Agent (as defined below).

Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Amended and Restated Credit Agreement, dated as of July 28, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, the lenders party thereto from time to time (the "Lenders"), Goldman Sachs Credit Partners L.P., as Lead Arranger and Syndication Agent, The Chase Manhattan Bank, as Documentation Agent, and Union Bank of California, N.A., as Administrative Agent (the "Prior Agent"), pursuant to which certain loans and other credit accommodations were made to the Borrower.

**W I T N E S S E T H :**

WHEREAS, the Grantors and the Prior Agent are parties to the Intellectual Property Security Agreement, dated as of July 28, 1999 (the "IP Security Agreement");

WHEREAS, the [redacted] or Agent holds a security interest in [redacted] specific intellectual property owned by the Grantors as set forth in Schedule A attached hereto (the "Intellectual Property");

WHEREAS, the Grantors acknowledge that the Prior Agent has notified them that it is no longer acting as administrative agent for the Secured Parties under the Credit Agreement and the other Loan Documents.

NOW THEREFORE, in consideration of the foregoing, the receipt and sufficiency of which is hereby acknowledged, the parties to this Release, intending to be legally bound agree as follows:

1. The Prior Agent hereby releases in its entirety its security interest in all of the Grantors' right, title and interest in, to and under the Intellectual Property, and the Prior Agent hereby agrees, at the expense of the Grantors, to take any actions and to execute any further documents necessary or reasonably requested by the Grantors to effectuate or evidence such release, including, but not limited to the execution and delivery of those documents necessary under Article 9 of the Uniform Commercial Code or any other applicable law.

2. The parties hereto authorize and request the Commissioner of Patents and Trademarks of the United States to record this Release against the Intellectual Property.

3. This Release shall be governed by and construed in accordance with the laws of the State of New York.

4. This Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

5. All rights hereunder shall accrue to, and all obligations hereunder shall be binding upon, the heirs, representatives, successors, assigns and transferees of the parties hereto.

6. This Release may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken shall be deemed to constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have entered into this Release

as of the date first above written, intending to be legally binding

**CLASSIC CABLE, INC.**

By: J. Taylor  
Name: Jimmy Taylor  
Title: EVP & CFO

Address: 6151 Paluxy Road  
Tyler, TX 75703  
Facsimile: (903) 939-8248

**CALLCOM 24, INC.**

By: J. Taylor  
Name: Jimmy Taylor  
Title: EVP & CFO

Address: 6151 Paluxy Road  
Tyler, TX 75703  
Facsimile: (903) 939-8248

**UNION BANK OF CALIFORNIA, N.A., as  
Prior Agent**

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

Address: 445 South Figueroa Street  
Los Angeles, CA 90071

IN WITNESS WHEREOF, the undersigned have entered into this Release  
as of the date first above written, intending to be legally binding

CLASSIC CABLE, INC.

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

Address: 6151 Paluxy Road  
Tyler, TX 75703  
Facsimile: (903) 939-8248

CALLCOM 24, INC.

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

Address: 6151 Paluxy Road  
Tyler, TX 75703  
Facsimile: (903) 939-8248

UNION BANK OF CALIFORNIA, N.A., as  
Prior Agent

By: Bette J. McCole  
Name: Bette J. McCole  
Title: Vice President

Address: 445 South Figueroa Street  
Los Angeles, CA 90071