

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Millennium Digital Media Systems, L.L.C.

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited Liability Company

- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) March 31, 2005

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Fleet National Bank
 Internal
 Address: Mail Stop MA/OF/D03D
 Street Address: 100 Federal Street
 City: Boston
 State: MA
 Country: USA Zip: 02110

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
78-554,296

B. Trademark Registration No.(s)
N/A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Millennium Voice - file date 1/26/2005

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

Name: Mary Ann Casey
 Internal Address: _____
 Street Address: Times Square Tower
7 Times Square
 City: New York
 State: New York Zip: 10036
 Phone Number: 212 - 728-5665
 Fax Number: 212 - 326-2061
 Email Address: mcasey@omm.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____
 b. Deposit Account Number 50-0639
 Authorized User Name Mary Ann Casey

9. Signature:

Mary Ann Casey
 Signature
 Mary Ann Casey

April 12, 2005
Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 500639 78554296

Execution Version

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 31, 2005, between MILLENNIUM DIGITAL MEDIA SYSTEMS, L.L.C., a Delaware limited liability company (the "Borrower"), MDM SYSTEMS NORTHWEST, L.L.C., a Delaware limited liability company ("MDM"), CP NW1, LLC, a Washington limited liability company ("CP NW1"), CP NW2, LLC, a Washington limited liability company ("CP NW2") and SUMMIT CABLEVISION L.P., a Washington limited partnership ("Summit") (together with the Borrower, each a "Grantor" and collectively, the "Grantors"), and FLEET NATIONAL BANK, as Administrative Agent (the "Agent") for each of the Secured Parties (such capitalized term and other capitalized terms used in this Agreement to have the meanings set forth in Section 1).

WITNESSETH:

WHEREAS, pursuant to First Amended and Restated Credit Agreement, dated as of December 29, 2000, among the Borrower, the Agent, Calyon New York Branch (as successor in interest to Credit Lyonnais New York Branch), as Documentation Agent, First Union National Bank, as Syndication Agent, Canadian Imperial Bank of Commerce and Bank of Montreal, as Managing Agents, and the lenders ("Lenders") party thereto (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have made certain loans and other financial accommodations to, or for the benefit of, the Borrower;

WHEREAS, in connection with the Credit Agreement, (i) the Borrower has executed and delivered a Security and Pledge Agreement dated as of August 7, 1998, (ii) each of MDM and Summit have executed and delivered a Security and Pledge Agreement dated as of April 7, 1999, and (iii) each of CP NW1 and CP NW2 have executed and delivered a Security and Pledge Agreement dated as of October 5, 1999 (as may be further amended, supplemented, amended and restated or otherwise modified from time to time, collectively, the "Security Agreements");

WHEREAS, pursuant to the respective Security Agreement to which it is a party, each Grantor has granted the Agent and each Secured Party a continuing security interest in all of the trademarks, service marks, tradenames and goodwill of each Grantor to secure all Obligations;

WHEREAS, as a condition precedent to the effectiveness of the Fifth Amendment to the First Amended and Restated Credit Agreement dated as of March 31, 2005 by and among the Borrower, the other Grantors, Millennium Digital Media Capital, L.L.C., the Agent, and the lenders party thereto, each Grantor is required to execute and deliver this Agreement; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, each Grantor does hereby mortgage, pledge and hypothecate to the Agent, and grant to the Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all registered trademarks, pending trademark applications and trademark applications in preparation including but not limited to Item A of Attachment 1 attached hereto;

(b) all Trademark licenses and other agreements providing the Grantor with the right to use any items of the type described in clause (a) to the extent a security interest may be granted in such licenses without the consent of the licensor thereunder, including but not limited to each Trademark license referred to in Item B of Attachment 1 attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b);

(e) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(f) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any trademark, trademark registration or trademark license, including but not limited to any trademark, trademark registration or trademark license referred to in Item A and Item B of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the benefit of each Secured Party under the Security Agreements. The Security Agreements (and all rights and remedies of the Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with their respective terms.

SECTION 4. Release of Security Interest. Upon the termination of each Security Agreement, the Agent shall, at the Grantor's expense, execute and deliver to the Grantor all

instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MILLENNIUM DIGITAL MEDIA SYSTEMS, L.L.C.

By: 

Name: Kelvin R. Westbrook
Title: President & CEO

MDM SYSTEMS NORTHWEST, L.L.C.

By: 

Name: Kelvin R. Westbrook
Title: President & CEO

CP NW1, LLC

By: 

Name: Kelvin R. Westbrook
Title: President & CEO

CP NW2, LLC

By: 

Name: Kelvin R. Westbrook
Title: President & CEO

APR 01 2005 12:53 FR SPECIAL ASSETS GROUP 12125037000 TO KEVIN BEHAN

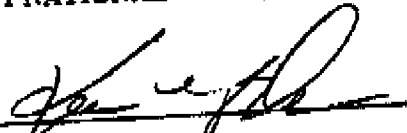
P.02/03

SUMMIT CABLEVISION L.P.

By: 

Name: Kelvin R. Westbrook
Title: President & CEO

FLEET NATIONAL BANK

By: 

Name: Kevin M. Behan
Title: Senior Vice President

**ATTACHMENT 1
to Borrower
Trademark Security Agreement**

Item A. Trademarks

Registered Trademarks

<u>Registrant</u>	<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
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Pending Trademark Applications

<u>Applicant</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Millennium Digital Media Systems, L.L.C.	MILLENNIUM VOICE	78-554,296	01/26/2005

Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Registration No.</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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