

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Astound Broadband, LLC		11/01/2005	LIMITED LIABILITY COMPANY: WASHINGTON

RECEIVING PARTY DATA

Name:	Wells Fargo Bank
Street Address:	6th Street & Marquette Avenue
Internal Address:	MAC: N9305-072
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55479
Entity Type:	National Association:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2350598	SEREN INNOVATIONS
Registration Number:	2358610	ASTOUND
Registration Number:	2428402	ASTOUND
Registration Number:	2514542	INNOVATIVE COMMUNICATIONS FOR INNOVATIVE BUSINESSES!
Registration Number:	2684600	ASTOUND BROADBAND A SUBSIDIARY OF XCELENERGY
Registration Number:	2684436	ASTOUND NOW
Registration Number:	2955759	WIRE GUARD

CORRESPONDENCE DATA

Fax Number: (415)984-8701
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 4159848700
 Email: ssanford@omm.com

CH \$190.00 2350598

Correspondent Name: Scott. D. Sanford
Address Line 1: 275 Battery Street
Address Line 2: O'Melveny & Myers LLP
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: 918120-294

NAME OF SUBMITTER: Scott D. Sanford

Signature: /sds/

Date: 11/03/2005

Total Attachments: 4
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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Astound Broadband, LLC, a Washington limited liability company (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the terms of a Second Amended and Restated Security Agreement dated as of September 9, 2005 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Grantor, Wells Fargo Bank, National Association, as administrative agent and representative of certain lenders and hedge agreement counterparties (in such capacity, “**Secured Party**”) and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party became a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

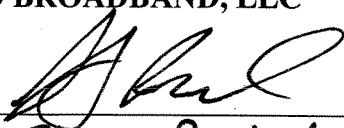
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party 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 are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 15th day of November, 2005.

ASTOUND BROADBAND, LLC

By: 
Name: Steven B. Weed
Title: CEO

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration/Appl. Number</u>	<u>Registration/Appl. Date</u>
Astound Broadband, LLC	Seren Innovations	2,350,598	5/16/00
Astound Broadband, LLC	Astound	2,358,610	6/13/00
Astound Broadband, LLC	Astound and Design	2,428,402	2/13/01
Astound Broadband, LLC	Innovative Communications For Innovative Businesses!	2,514,542	12/4/01
Astound Broadband, LLC	Astound Broadband A Subsidiary of Xcel Energy	2,684,600	2/4/03
Astound Broadband, LLC	Astound Now and Design	2,684,436	2/4/03
Astound Broadband, LLC	Wire Guard	2,955,759	5/24/05