

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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|--|--|----------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Federal-Mogul World Wide Inc. | | 12/30/2005 | CORPORATION: MICHIGAN |
| RECEIVING PARTY DATA | | | |
| Name: | TVC Communications, L.L.C. | | |
| Street Address: | 800 Airport Road | | |
| City: | Annville | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 17003 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2878059 | CABLEGUIDE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (617)951-7050 | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | |
| Phone: | 617-951-7838 | | |
| Email: | ronald.duvernay@ropesgray.com | | |
| Correspondent Name: | John W. Lutz, Esq. | | |
| Address Line 1: | One International Place | | |
| Address Line 2: | Ropes & Gray LLP | | |
| Address Line 4: | Boston, MASSACHUSETTS 02110-2624 | | |
| ATTORNEY DOCKET NUMBER: | BGIB-338-006 | | |
| NAME OF SUBMITTER: | John W. Lutz, Esq. | | |
| Signature: | /j/lutz/ | | |
| Date: | 01/03/2006 | | |

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TRADEMARK
REEL: 003219 FRAME: 0298

Total Attachments: 4

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MARKS ASSIGNMENT

THIS ASSIGNMENT is dated as of December 30, 2005, and is made from Federal-Mogul World Wide Inc., a Michigan corporation with its principal place of business at 26555 Northwestern Highway, Southfield, Michigan 48034 ("Assignor") on the one hand, to TVC Communications, L.L.C., a Delaware limited liability company with its principal place of business at 800 Airport Road, Annville, Pennsylvania 17003 ("Assignee") on the other hand.

W I T N E S S E T H

WHEREAS, Assignor has adopted and used and is using in commerce the Marks set forth in the attached Schedule 1; and

WHEREAS, pursuant to the Master Purchase Agreement dated evenly herewith, Assignee wishes to acquire from Assignor, and Assignor wishes to transfer to Assignee, said Marks and the goodwill associated with such Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor assigns to Assignee all rights, title and interests in and to the Marks, the goodwill of the business symbolized by the marks, all registrations and applications for registration thereof, if any, all rights of action accrued and to accrue under and by virtue thereof, including the right to sue and recover for past infringement of said Marks, and all records and files relating to said Marks. This Marks Assignment will be governed by the laws of the State of Delaware without regard to its conflicts of laws principles.

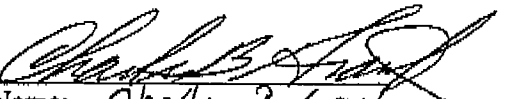
Assignor shall sign all documents, provide all testimony and, in general, do all lawful things reasonably requested of him by Assignee to carry out and fulfill the purposes and intent of this Marks Assignment in accordance with the Master Transaction Agreement.

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IN WITNESS WHEREOF, the parties have executed, made and entered into this Marks Assignment under seal as of the date first set forth above.

THE ASSIGNOR:

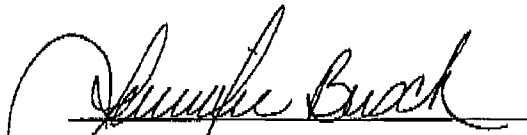
FEDERAL-MOGUL WORLD WIDE INC.

By: 
Name: Charles B. Grant
Title: Vice President

State of Michigan ss.
County of Oakland

On this the 30th day of December, 2005 before me personally appeared Charles B. Grant to me personally known (or proved to me on the basis of satisfactory evidence) to be the person who signed the foregoing assignment, and acknowledged the signing of same as his/her free act and deed.

Seal


(Notary Public)

JENNIFER BUSCH
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES Jan 13, 2007

THE ASSIGNEE:

TVC COMMUNICATIONS, L.L.C.

By: 

Name: ROBERT W. ACKERMAN

Title: PRESIDENT & CEO

State of Pennsylvania)

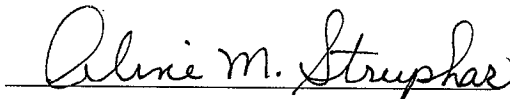
ss.

County of Lebanon)

On this the 22 day of December, 2005 before me personally appeared Robert W. Ackerman to me personally known (or proved to me on the basis of satisfactory evidence) to be the person who signed the foregoing assignment, and acknowledged the signing of same as his/her free act and deed.

NOTARIAL SEAL
Aline M. Struphar, Notary Public
North Annville Twp., Lebanon County
My commission expires July 5, 2008

Seal



(Notary Public)

SCHEDULE 1

to

MARKS ASSIGNMENT

The trademark "CableGuide®" (Trademark registration # 2878059) and any and all goodwill associated therewith.

[International trademarks listed in Schedule 1 of the Master Purchase Agreement]