

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goldman Sachs Credit Partners, L.P.		05/05/2006	LIMITED PARTNERSHIP:
RECEIVING PARTY DATA			
Name:	Classic Communications, Inc.		
Street Address:	6151 Paluxy Drive Building A		
City:	Tyler		
State/Country:	TEXAS		
Postal Code:	75703		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76407361	CCT	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	022411-0528 (GSCP-CL.COM)		
NAME OF SUBMITTER:	Anna T Kwan		
Signature:	/Anna T Kwan/		
Date:	05/05/2006		

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Total Attachments: 3

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**RELEASE OF SECURITY INTEREST IN
TRADEMARK COLLATERAL**

This RELEASE, dated as of May 5, 2006, is made by GOLDMAN SACHS CREDIT PARTNERS L.P., as Collateral Agent (the “**Collateral Agent**”), pursuant to the termination of the Credit and Guaranty Agreement, dated as of February 23, 2004 (the “**Credit Agreement**”), by and among the Collateral Agent, Classic Cable, Inc. and Classic Communications, Inc. (collectively, the “**CC Entities**”), and the other parties named therein.

W I T N E S S E T H

WHEREAS, pursuant to the Trademark Security Agreement, dated February 23, 2004 (the “**Trademark Security Agreement**”), by and among the CC Entities and the Collateral Agent, and recorded with the U.S. Patent and Trademark Office on March 11, 2004 at Reel/Frame Nos. 2927/0719 and 2927/0696, the CC Entities granted the Collateral Agent a security interest in and to their trademarks in the United States and all applications and registrations therefor, all goodwill associated with such trademarks, and all rights and interests pursuant to licenses or other contracts in favor of the CC Entities pertaining to any trademarks, trademark registrations or other trademark rights (collectively, the “**Trademark Collateral**”);

WHEREAS, the Collateral Agent acknowledges full payment, complete performance and satisfaction of all obligations pursuant to the Credit Agreement secured by the Trademark Security Agreement;

WHEREAS, the Collateral Agent acknowledges full payment, complete performance and satisfaction of the conditions set forth in the payoff letter by and between the Collateral Agent and Cebridge Connections, Inc.

WHEREAS, the CC Entities have requested that the Collateral Agent release its security interest in and to the Trademark Collateral set forth in Schedule A.

NOW, THEREFORE, in consideration of the foregoing, the Collateral Agent hereby RELEASES, without recourse, representation or warranty and at the CC Entities’ sole cost and expense, all of its security interest in the Trademark Collateral set forth in Schedule A attached hereto and incorporated herein by reference, and the registrations of and applications for said trademarks.

The Collateral Agent agrees to provide the CC Entities with any information and additional authorization necessary to effect the release of its security interest in the Trademark Collateral.

IN WITNESS WHEREOF, the Collateral Agent has executed this Release as of the date first set forth above.

GOLDMAN SACHS CREDIT PARTNERS L.P.,

as Collateral Agent

By:

[Handwritten Signature]

Authorized Signatory
BRUCE H. MENDELSON
AUTHORIZED SIGNATORY

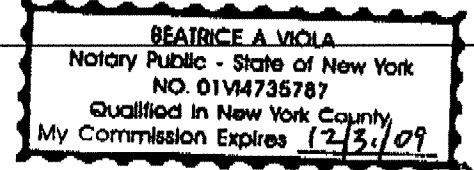
CERTIFICATION OF ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss:

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 4th day of May, 2006, personally appeared Bruce H. Mendelson, who, being by me duly sworn, deposes and says that he/she is the Authorized Signatory of Goldman Sachs Credit Partners L.P., and that he/she, as such officer being duly authorized so to do, executed the foregoing instrument for the purposes therein contained as his/her free act and deed and as the full act and deed of such corporation as such officer.

[Handwritten Signature]
Notary Public




My Commission Expires:



SCHEDULE A

TRADEMARK REGISTRATIONS

Classic Cable, Inc.

<u>Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Trademark</u>
Classic Cable, Inc.	1,808,000	11/30/93	
Classic Cable, Inc.	2,468,330	07/10/01	
Classic Cable, Inc.	2,608,443	08/20/02	CNA
Classic Cable, Inc.	2,637,892	10/22/02	
Classic Cable, Inc.	2,175,052	07/21/98	COMMUNITY COMMITMENT CUSTOMER SERVICE

Classic Communications, Inc.

<u>Owner</u>	<u>Serial No.</u>	<u>Registration Date</u>	<u>Trademark</u>
Classic Communications, Inc.	76/407, 361	5/14/02	CCT