

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Classic Communications, Inc.		05/05/2006	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Credit Suisse, as Administrative Agent, Collateral Agent, Joint Lead Arranger and a Lender		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2868361	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 (2ND LIEN)		
NAME OF SUBMITTER:	Anna T Kwan		
Signature:	/Anna T Kwan/		
Date:	05/05/2006		

OP \$40.00 2868361

Total Attachments: 14

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of May 5, 2006, by Classic Cable, Inc., Classic Communications, Inc. and Cebridge Connections, Inc. (collectively, "**Grantor**") and each Credit Party listed on Schedule I hereto (collectively, "**Original Credit Parties**," and, together with Grantor, "**Pledgors**"), in favor of **CREDIT SUISSE**, acting through its Cayman Islands Branch, in its capacity as collateral agent for the Secured Parties (in such capacity, the "**Collateral Agent**") pursuant to the Pledge and Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Pledgors are party to a Pledge and Security Agreement of even date herewith (the "**Pledge and Security Agreement**") in favor of the Collateral Agent for the Secured Parties pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent for the Secured Parties to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all:

- (a) Trademark Collateral now existing or hereafter adopted or acquired in the United States including those referred to on Schedule II attached hereto;
- (b) Goodwill associated with such Trademark Collateral; and
- (c) Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Termination. Upon the full performance of the Secured Obligations (as defined in the Credit Agreement) (other than unmatured indemnification obligations), the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the security interest in the Trademarks under the Pledge and Security Agreement and this Trademark Security Agreement.

SECTION 5. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof and, to the extent applicable, federal law.


SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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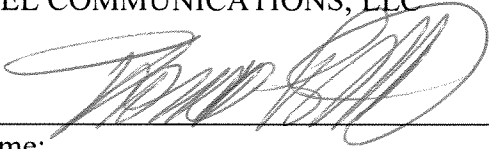
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

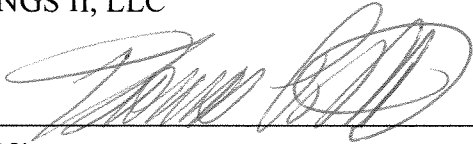
APPALACHIAN COMMUNICATIONS,
LLC

By: 
Name:
Title:

CEQUEL COMMUNICATIONS, LLC


By: 
Name:
Title:

CEQUEL COMMUNICATIONS
HOLDINGS II, LLC

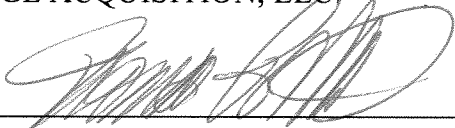
By: 
Name:
Title:

CEBRIDGE ACQUISITION, L.P.


By: Cebriidge General, LLC, its sole general partner

By: 
Name:
Title:


CEBRIDGE ACQUISITION, LLC

By: 
Name:
Title:

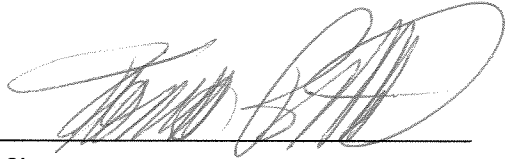
CEBRIDGE CONNECTIONS, INC.

By: 
Name:
Title:

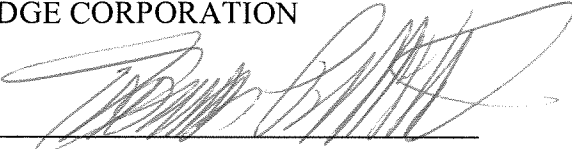
CEBRIDGE CONNECTIONS
EQUIPMENT SALES, LLC

By: 
Name:
Title:


CEBRIDGE CONNECTIONS FINANCE
CORP.

By: 
Name:
Title:

CEBRIDGE CORPORATION

By: 
Name:
Title:

CEBRIDGE GENERAL, LLC

By: 
Name:
Title:

CEBRIDGE LIMITED, LLC

By: 
Name:
Title:

CEBRIDGE TELECOM CA, LLC

By: 
Name:
Title:

CEBRIDGE TELECOM GENERAL, LLC

By: 
Name:
Title:

CEBRIDGE TELECOM LA, LLC

By: 
Name:
Title:

CEBRIDGE TELECOM LIMITED, LLC

By: 
Name:
Title:

CEBRIDGE TELECOM MO, LLC

By: 
Name:
Title:

CEBRIDGE TELECOM OK, LLC

By: [Signature]
Name:
Title:

CEBRIDGE TELECOM VA, LLC

By: [Signature]
Name:
Title:

CEBRIDGE TELECOM WV, LLC

By: [Signature]
Name:
Title:

CEQUEL III COMMUNICATIONS I, LLC

By: [Signature]
Name:
Title:

CEQUEL III COMMUNICATIONS II,
LLC

By: [Signature]
Name:
Title:

CEQUEL COMMUNICATIONS III, LLC

By: [Signature]
Name:
Title:

CLASSIC CABLE, INC.

By: 

Name:

Title:

CLASSIC CABLE OF LOUISIANA,
L.L.C.

By: 

Name:

Title:

CLASSIC CABLE OF OKLAHOMA, INC.

By: 

Name:

Title:

CLASSIC COMMUNICATIONS, INC.

By: 

Name:

Title:

DELTA VIDEO CABLE, INC.

By: 

Name:

Title:

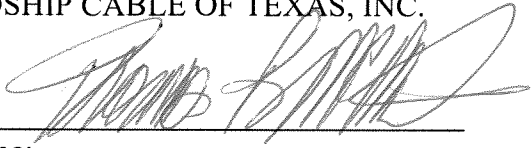
FRIENDSHIP CABLE OF ARKANSAS,
INC.

By: 

Name:

Title:

FRIENDSHIP CABLE OF TEXAS, INC.

By: 
Name:
Title:

KINGWOOD HOLDINGS LLC

By: 
Name:
Title:


KINGWOOD SECURITY SERVICES,
LLC

By: 
Name:
Title:

PIGGOTT VIDEO CABLE TV COMPANY

By: 
Name:
Title:

UNIVERSAL CABLE HOLDINGS, INC.

By: 
Name:
Title:

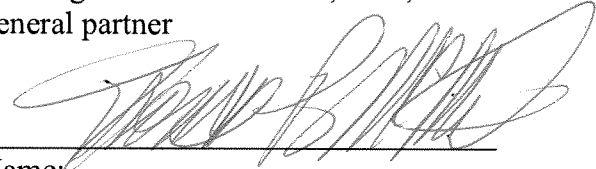
W.K. COMMUNICATIONS, INC.

By: 
Name:
Title:

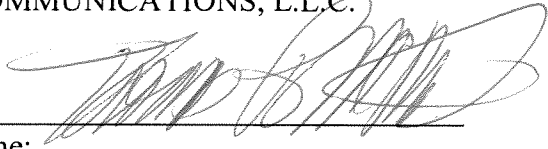
EFFECTIVE UPON THE
CONSUMMATION OF THE
ACQUISITION, THE BELOW ENTITIES
HEREBY JOIN THIS AGREEMENT AS
GUARANTORS

COX TEXAS TELCOM, L.P.

By: Cebridge Telecom General, LLC, its
sole general partner


By: 
Name:
Title:


TCA COMMUNICATIONS, L.L.C.

By: 
Name:
Title:

Accepted and Agreed:

CREDIT SUISSE, CAYMAN ISLANDS BRANCH
as the Collateral Agent

By: 
Name: Judy Smith
Title: Director

By: 
Name: Doreen Barr
Title: Vice President

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

ORIGINAL CREDIT PARTIES



<u>NAME</u>	<u>ADDRESS (same for all Credit Parties)</u>
Appalachian Communications, LLC	12444 Powerscourt Drive, Suite 450, St. Louis, Missouri 63131
Cequel Communications, LLC	
Cequel Communications Holdings II, LLC	
Cebridge Acquisition, L.P.	
Cebridge Acquisition, LLC	
Cebridge Connections, Inc.	
Cebridge Connections Equipment Sales, LLC	
Cebridge Connections Finance Corp.	
Cebridge Corporation	
Cebridge General, LLC	
Cebridge Limited, LLC	
Cebridge Telecom CA, LLC	
Cebridge Telecom General, LLC	
Cebridge Telecom LA, LLC	
Cebridge Telecom Limited, LLC	
Cebridge Telecom MO, LLC	
Cebridge Telecom OK, LLC	
Cebridge Telecom VA, LLC	
Cebridge Telecom WV, LLC	
Cequel III Communications I, LLC	
Cequel III Communications II, LLC	
Cequel Communications III, LLC	
Classic Cable, Inc.	
Classic Cable of Louisiana, L.L.C.	
Classic Cable of Oklahoma, Inc.	
Classic Communications, Inc.	
Delta Video Cable, Inc.	
Friendship Cable of Arkansas, Inc.	
Friendship Cable of Texas, Inc.	

NAME	ADDRESS (same for all Credit Parties)
Kingwood Holdings LLC	
Kingwood Security Services, LLC	
Piggott Video Cable TV Company	
Universal Cable Holdings, Inc.	
W.K. Communications, Inc.	
EFFECTIVE UPON THE CONSUMMATION OF THE ACQUISITION:	
Cox Texas Telcom, L.P.	
TCA Communications, L.L.C.	

SCHEDULE II
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

OWNER: CLASSIC CABLE, INC.


MARK/ REG. NO.	RECORDED/ REEL/FRAME
 2,468,330	10/26/01 2430/0258 01/29/03 2662/0671
CNA 2,608,443	01/29/03 2662/0671
 2,637,892	01/29/03 2662/0671

OWNER: CLASSIC COMMUNICATIONS, INC.

MARK/ SERIAL NO.	RECORDED/ REEL/FRAME
CCT 2,868,361	---

OWNER: CEBRIDGE CONNECTIONS, INC.

MARK	SERIAL NO.	GOODS	STATUS
LIFE CONNECTED	78/860,621	Communications and telecommunications services, namely cable television, high speed internet, and telephone services	Filed 4/24/06
SUDDENLINK	78/851,677	Communications and telecommunications services, namely cable television, high speed internet, and telephone services	Filed 4/06/06
SUDDENLINK COMMUNICATIONS	78/851,595	Communications and telecommunications services, namely cable television, high speed internet, and telephone services	Filed 4/06/06

MARK	SERIAL NO.	GOODS	STATUS
	78/865,089	Communications and telecommunications services, namely cable television, high speed internet, and telephone services	Filed 4/19/06