

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Millennium Digital Media Systems, L.L.C.		07/28/2006	LIMITED LIABILITY COMPANY: DELAWARE
MDM Systems Northwest, L.L.C.		07/28/2006	LIMITED LIABILITY COMPANY:
Summit Cablevision L.P.		07/28/2006	LIMITED PARTNERSHIP:
CP NW 1, LLC		07/28/2006	LIMITED LIABILITY COMPANY:
CP NW 2, LLC		07/28/2006	LIMITED LIABILITY COMPANY:
Sammamish Plateau Cable TV L.P.		07/28/2006	LIMITED PARTNERSHIP:

RECEIVING PARTY DATA

Name:	NexBank, SSB, as Administrative Agent
Street Address:	13455 Noel Road, Suite 2220
City:	Dallas
State/Country:	TEXAS
Postal Code:	75240
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78554296	MILLENNIUM VOICE

CORRESPONDENCE DATA

Fax Number: (214)200-0367

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 214-651-5034

Email: leann.chen@haynesboone.com

Correspondent Name: LeAnn L. Chen

Address Line 1: 901 Main Street, 31st Floor

CH \$40.00 78554296

900054880

TRADEMARK
REEL: 003362 FRAME: 0259

Address Line 4: Dallas, TEXAS 75202

ATTORNEY DOCKET NUMBER: 34882.066

NAME OF SUBMITTER: LeAnn L. Chen

Signature: /leann Chen/

Date: 08/04/2006

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 28, 2006 (this "Agreement"), is made between MILLENNIUM DIGITAL MEDIA SYSTEMS, L.L.C., (the "Borrower"), MDM SYSTEMS NORTHWEST, L.L.C., SUMMIT CABLEVISION L.P., CP NW 1, LLC, CP NW 2, LLC, and SAMMAMISH PLATEAU CABLE TV L.P. (each a "Grantor" and collectively, the "Grantors") in favor of NEXBANK, SSB, as administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, the Borrower, the Lenders, and the Administrative Agent have entered into a Second Lien Credit Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrower has executed a Second Lien Borrower Pledge and Security Agreement, dated as of even date herewith, and each Grantor other than the Borrower has executed a Second Lien Subsidiary Pledge and Security Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, collectively, the "Security Agreements");

WHEREAS, as a condition precedent to the effectiveness of the Credit Agreement, the Grantors have agreed to pledge and grant security interests in the Trademark Collateral in favor of the Administrative Agent for the benefit of the Secured Parties;

WHEREAS, each Grantor will obtain substantial benefits from the incurrence of Loans by the Borrower under the Loan Documents and, accordingly, desires to execute this Trademark Security Agreement in order to satisfy the condition described in the preceding paragraph and to induce the Lenders to make Loans to the Borrower; and

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each 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 in the Credit Agreement or the Security Agreements, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, and hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a

continuing security interest in all of the following property, whether now or hereafter existing or acquired by such Grantor (the “Trademark Collateral”):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the “Trademark”);

(b) all Trademark licenses granted by or to such Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in clause (a), and to the extent applicable clause (b);

(d) 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

(e) all proceeds of, and rights associated with, the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, 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 Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreements. The Security Agreements (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with their terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of the Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at the relevant Grantor's sole expense, deliver to such Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

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

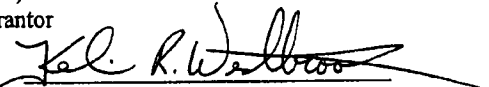
SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Section 11.01 thereof.

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.

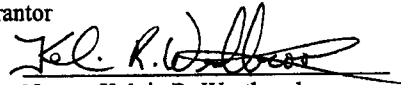
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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

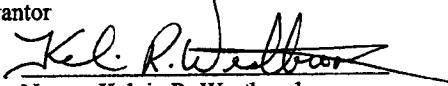
MILLENNIUM DIGITAL MEDIA SYSTEMS,
L.L.C.,
as Grantor

By: 
Name: Kelvin R. Westbrook
Title: President and CEO

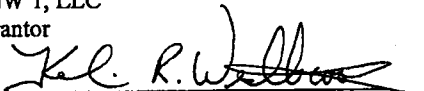
MDM SYSTEMS NORTHWEST, L.L.C.,
L.L.C.,
as Grantor

By: 
Name: Kelvin R. Westbrook
Title: President and CEO

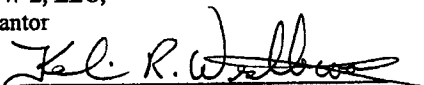
SUMMIT CABLEVISION L.P.,
as Grantor

By: 
Name: Kelvin R. Westbrook
Title: President and CEO

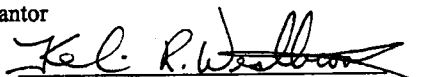
CP NW 1, LLC
as Grantor

By: 
Name: Kelvin R. Westbrook
Title: President and CEO

CP NW 2, LLC,
as Grantor

By: 
Name: Kelvin R. Westbrook
Title: President and CEO

SAMMAMISH PLATEAU CABLE TV L.P.,
as Grantor

By: 
Name: Kelvin R. Westbrook
Title: President and CEO

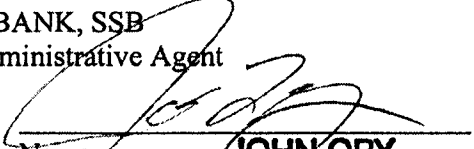
Signature Page to Second Lien Trademark Security Agreement

NEXBANK, SSB
as Administrative Agent

By:

Name:

Title:


JOHN ORY
VICE PRESIDENT
NEXBANK, SSB

Signature Page to Second Lien Trademark Security Agreement

TRADEMARK
REEL: 003362 FRAME: 0265

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
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None.

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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United States	Millennium Voice	78554296	01/26/2005
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Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
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None.

Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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None.