TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement (Second Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sigecom, LLC		11/30/2006	LIMITED LIABILITY COMPANY: INDIANA

RECEIVING PARTY DATA

Name:	Credit Suisse, Cayman Islands Branch
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Swiss bank: SWITZERLAND

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2339362	SMART SYSTEM
Registration Number:	2582619	SIGECOM

CH $65.00 2339362

CORRESPONDENCE DATA

Fax Number: (917)777-2517
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-735-2517
Email: oepstein@skadden.com
Correspondent Name: Oren Epstein
Address Line 1: 4 Times Square
Address Line 2: 30-112
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/1906
NAME OF SUBMITTER:	Oren Epstein
Signature:	/oe/

Date:	12/05/2006

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT
(Second Lien)

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 30, 2006, is entered into by and between Sigecom, LLC, an Indiana limited liability company, located at 6045 Wedeking Avenue, Evansville, Indiana 47715 ("Grantor"), and Credit Suisse, Cayman Islands Branch, a Swiss bank located at Eleven Madison Avenue, New York, New York 10010, as Administrative Agent pursuant to that certain Security Agreement, dated as of May 1, 2006, between the Administrative Agent, WideOpenWest Finance, LLC ("Borrower"), and WideOpenWest Networks, Inc., amongst others (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and pursuant to that certain Credit Agreement, dated as of May 1, 2006 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Borrower, the Parent Guarantors signatory thereto, the lending institutions from time to time party thereto and the Administrative Agent. Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Security Agreement, the Grantor is granting a security interest to the Administrative Agent in certain Collateral, including but not limited to the Trademarks set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Administrative Agent hereby agree as follows:

1. Grant of Security Interest

(a) The Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates, transfers and grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in the Trademarks (as defined in the Security Agreement), whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations. The foregoing security interest shall include, without limitation, all trademarks referred to on Schedule A, and the right to obtain all renewals thereof, but shall in no case extend to any trademark applications filed in the United States Patent and Trademark Office on the basis of the Grantor's intent to use such trademark, unless and until acceptable evidence of use of such trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or 1(d) of the Lanham Act (15 U.S.C., et. seq.), to the extent that granting a security interest in such application prior to such filing would adversely affect the validity or enforceability or result in cancellation of such trademark application.

(b) The security interest granted hereby is granted in connection with the Security Interest granted to the Administrative Agent under the Security Agreement. The rights and remedies of the Administrative Agent with respect to the security interest granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference as if fully set forth herein, and are in addition to those rights and remedies which are now or hereafter available to the Administrative Agent as a matter of law or equity. The exercise by the Administrative Agent of any one or more of the rights, powers or privileges provided for in this Agreement, in the Security Agreement, or now or hereafter existing

at law or in equity shall not preclude any other or further exercise by any person, including the Administrative Agent, of any or all other rights, powers or privileges. In the event that any of the provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Recordation

The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

5. Termination; Release of Security Interest

Upon termination of the Security Interest in Trademarks in accordance with the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor, at the Grantor's expense, an instrument in writing in recordable form releasing the security interest in the Trademarks under this Agreement. Any execution and delivery of termination statements, releases or other documents pursuant to this Section 5 shall be without recourse to, or warranty by, the Administrative Agent or any other Secured Party.

6. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

7. Intercreditor Agreement

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[*Signature Page Follows*]

TRADEMARK
REEL: 003438 FRAME: 0634

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

SIGECOM, LLC

By: _____
Name: Steven Carlson
Title: CFO

[Second Lien Trademark Security Agreement]

ADMINISTRATIVE AGENT:

CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Administrative Agent

By: _____
Name: PHILLIP HO
Title: DIRECTOR

By: _____
Name: KARIM BLASETTI
Title: ASSOCIATE

[Second Lien Trademark Security Agreement]

Schedule A to TRADEMARK SECURITY AGREEMENT

Mark	Reg. No. / Ser. No.	Date Registered / Filed	Grantor
SMART SYSTEM	2,339,362 / 75/539,924	4/4/2000 / 08/20/1998	Sigecom, LLC
SIGECOM	2,582,619 / 75/539,824	6/18/2002 / 08/20/1998	Sigecom, LLC