

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement (Second Lien)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WideOpenWest Finance, LLC		06/28/2007	LIMITED LIABILITY COMPANY: DELAWARE
WideOpenWest Networks, LLC		06/28/2007	LIMITED LIABILITY COMPANY: DELAWARE
Sigecom, LLC		06/28/2007	LIMITED LIABILITY COMPANY: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse, Cayman Islands Branch		
<b>Street Address:</b>	Eleven Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Swiss Bank: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2629840	WIDEOPENWEST	
Registration Number:	2608889	WIDEOPENWEST	
Registration Number:	2590815		
Registration Number:	2623311	BRINGING BROADBAND HOME	
Registration Number:	2574712	WIDEOPENINTERNET	
Registration Number:	2619865	WIDEOPENCABLE	
Registration Number:	2665321	WIDEOPENTELEPHONE	
Registration Number:	2699308	WIDEOPENMOVIES	
Registration Number:	2745619	WIDEOPEN	
Registration Number:	2634172	THE FUTURE IS NOW WIDE OPEN	

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**TRADEMARK**  
**REEL: 003570 FRAME: 0621**

Serial Number:	76391520	WOW! CABLE
Serial Number:	76391521	WOW! INTERNET
Serial Number:	76391634	WOW! PHONE
Serial Number:	78497799	IT'S BETTER TO BUNDLE
Registration Number:	2339362	SMART SYSTEM
Registration Number:	2582619	SIGECOM

#### CORRESPONDENCE DATA

Fax Number: (917)777-2558

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

Phone: 212-735-2558

Email: sshelden@skadden.com

Correspondent Name: Seth Shelden

Address Line 1: 4 Times Square

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/2088
NAME OF SUBMITTER:	Seth Shelden
Signature:	/Seth Shelden/
Date:	06/28/2007

#### Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT  
(Second Lien)

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 28, 2007, is entered into by and between WideOpenWest Finance, LLC, WideOpenWest Networks, LLC, each a Delaware limited liability company, each located at 7887 East Bellevue Avenue, Suite 1000, Englewood, CO 80111, Sigecom, LLC, an Indiana limited liability company, located at 6045 Wedeking Avenue, Evansville, Indiana 47715 (collectively, the "Grantors"), 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 June 28, 2007, between the Administrative Agent, WideOpenWest Finance, LLC ("Borrower"), and WideOpenWest Networks, Inc., Sigecom, LLC, 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 June 28, 2007 (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, each 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, each Grantor and the Administrative Agent hereby agree as follows:

1. Grant of Security Interest

(a) Each 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 such 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 such 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 any 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

Each 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 each Grantor, at such 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]*


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

GRANTORS:

WIDEOPENWEST FINANCE, LLC

By:   
Name: Steven Cochran  
Title: Chief Financial Officer

WIDEOPENWEST NETWORKS, LLC

By:   
Name: Steven Cochran  
Title: Chief Financial Officer

SIGECOM, LLC

By:   
Name: Steven Cochran  
Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH, as Administrative Agent

By: \_\_\_\_\_

Name:

Title:

  
PHILLIP HO  
DIRECTOR

By: \_\_\_\_\_

Name:

Title:

  
SHAHEEN MALIK  
ASSOCIATE

Schedule A to TRADEMARK SECURITY AGREEMENT

<u>Mark</u>	<u>Reg. No. / Ser. No.</u>	<u>Date Registered / Filed</u>	<u>Grantor</u>
<u>WIDEOPENWEST</u>	<u>2629840 / 75/932818</u>	<u>10/8/2002 / 2/25/2000</u>	<u>WideOpenWest Networks, LLC</u>
<u>WIDEOPENWEST logo</u>	<u>2608889 / 76/142329</u>	<u>8/20/2002 / 10/9/2000</u>	<u>WideOpenWest Networks, LLC</u>
<u>Orange Square symbol</u>	<u>2590815 / 76/142328</u>	<u>7/9/2002 / 10/9/2000</u>	<u>WideOpenWest Networks, LLC</u>
<u>BRINGING BROADBAND HOME</u>	<u>2623311 / 76/142468</u>	<u>9/24/2002 / 10/6/2000</u>	<u>WideOpenWest Networks, LLC</u>
<u>WIDEOPENINTERNET</u>	<u>2574712 / 76/142430</u>	<u>5/28/2002 / 10/6/2000</u>	<u>WideOpenWest Networks, LLC</u>
<u>WIDEOPENCABLE</u>	<u>2619865 / 76/142331</u>	<u>9/17/2002 / 10/9/2000</u>	<u>WideOpenWest Networks, LLC</u>
<u>WIDEOPENTELEPHONE</u>	<u>2665321 / 76/142330</u>	<u>12/24/2002 / 10/9/2000</u>	<u>WideOpenWest Networks, LLC</u>
<u>WIDEOPENMOVIES</u>	<u>2699308 / 76/142698</u>	<u>3/25/2003 / 10/9/2000</u>	<u>WideOpenWest Networks, LLC</u>
<u>WIDE OPEN</u>	<u>2745619 / 75/932817</u>	<u>8/5/2003 / 2/25/2000</u>	<u>WideOpenWest Networks, LLC</u>
<u>THE FUTURE IS NOW WIDE OPEN</u>	<u>2634172 / 76/142326</u>	<u>10/15/2002 / 10/9/2000</u>	<u>WideOpenWest Networks, LLC</u>
<u>WOW! CABLE</u>	<u>76/391520</u>	<u>04/04/2002</u>	<u>WideOpenWest Networks, LLC</u>
<u>WOW! INTERNET</u>	<u>76/391521</u>	<u>04/04/2002</u>	<u>WideOpenWest Networks, LLC</u>
<u>WOW! PHONE</u>	<u>76/391634</u>	<u>04/04/2002</u>	<u>WideOpenWest Networks, LLC</u>
<u>IT'S BETTER TO BUNDLE</u>	<u>78/497799</u>	<u>10/11/2004</u>	<u>WideOpenWest Finance, LLC</u>
<u>SMART SYSTEM</u>	<u>2,339,362 / 75/539,924</u>	<u>4/4/2000 / 08/20/1998</u>	<u>Sigecom, LLC</u>
<u>SIGECOM</u>	<u>2,582,619 / 75/539,824</u>	<u>6/18/2002 / 08/20/1998</u>	<u>Sigecom, LLC</u>