

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the cover sheet typographical error of "Security" Interest to "Security" Interest previously recorded on Reel 003602 Frame 0755. Assignor(s) hereby confirms the Assignment of Security Interest from DirecPath, LLC to NewStar Financial, Inc.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DirecPath, LLC		07/17/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	NewStar Financial, Inc.		
Street Address:	500 Boylston Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3183622	FASTPASS	
CORRESPONDENCE DATA			
Fax Number: (617)951-8736			
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone: 617-951-8464			
Email: paula.mazzeo@bingham.com			
Correspondent Name: Paula A. Mazzeo			
Address Line 1: 150 Federal Street			
Address Line 2: Bingham McCutchen LLP			
Address Line 4: Boston, MASSACHUSETTS 02110			
NAME OF SUBMITTER:	Paula A. Mazzeo		
Signature:	/PAMazzeo/		

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REEL: 003606 FRAME: 0795

Date:

08/22/2007

Total Attachments: 18

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TO: PAULA A. MAZZEO COMPANY: 150 FEDERAL STREET

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.108/16/2007
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of security interest from DirecPath, LLC to NewStar Financial, Inc.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DirecPath, LLC		07/17/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	NewStar Financial, Inc.		
Street Address:	500 Boylston Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3183622	FASTPASS	
CORRESPONDENCE DATA			
Fax Number:	(617)951-8736		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	617-951-8464		
Email:	paula.mazzeo@bingham.com		
Correspondent Name:	Paula A. Mazzeo		
Address Line 1:	150 Federal Street		
Address Line 2:	Bingham McCutchen LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Paula A. Mazzeo		
Signature:	/PAMazzeo/		
Date:	08/16/2007		

OP \$40.00 3183622

TO: PAULA A. MAZZEO COMPANY: 150 FEDERAL STREET

Total Attachments: 14

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COLLATERAL ASSIGNMENT AGREEMENT

THIS COLLATERAL ASSIGNMENT AGREEMENT, dated as of July 17, 2007, is entered into by and among: (1) **DIRECPATH, LLC**, a Delaware limited liability company (hereinafter, together with its successors in title and assigns, called the "**Assignor**"); (2) **HHEP ACQUISITION CO.**, a Georgia corporation (hereinafter, together with its successors in title and assigns, called the "**BCI Borrower**"); (3) **HHEP-BILTMORE, LLC**, a Delaware limited liability company (hereinafter, together with its successors in title and assigns, called the "**BCI Parent**" and, together with the BCI Borrower, called, collectively, the "**BCI Principal Companies**" and, singly, a "**BCI Principal Company**"); and (4) **NEWSTAR FINANCIAL, INC.**, as Collateral Agent for the benefit of the Primary Secured Parties and, in such capacity, as Collateral Assignee of the Assignor (hereinafter, together with its successors as Collateral Agent for the benefit of Primary Secured Parties and as Collateral Assignee of the Lender, called the "**Collateral Assignee**").

Statement of Facts

A. Pursuant to the Credit Agreement, dated as of October 13, 2006, by and among the Assignor, DirecPath Holdings, LLC, a Delaware limited liability company (hereinafter, together with its successors in title and assigns, called the "**Parent Company**"), the several financial institutions from time to time party to the Credit Agreement as lenders hereunder (collectively, "**Primary Facility Lenders**"), and NewStar Financial, Inc., not in its individual capacity, but in its capacity as administrative agent and collateral agent for the Primary Facility Lenders (hereinafter, together with its successors as administrative agent and collateral agent for the Primary Facility Lenders, called the "**Collateral Agent**"), the Primary Facility Lenders have made and have agreed to make Credit Extensions to the Assignor.

B. The Assignor has granted to the Collateral Agent, for the benefit of Primary Secured Parties, continuing security interests in Property of the Assignor pursuant to and upon the terms and conditions contained in (1) the Security Agreement, dated as of October 13, 2006, by and among the Assignor, the Parent Company, certain Subsidiaries of the Parent Company and of the Assignor, and the Collateral Agent (as amended, amended and restated, modified, supplemented or restated and in effect from time to time, the "**Primary Security Agreement**"), and (2) the Pledge Agreement, dated as of October 13, 2006, by and among the Assignor, the Parent Company, certain Subsidiaries of the Parent Company and of the Assignor, and the Collateral Agent (as amended, amended and restated, modified, supplemented or restated and in effect from time to time, the "**Primary Pledge Agreement**" and, together with the Security Agreement, called, collectively, the "**Primary Security Agreements**").

C. Pursuant to the BCI Credit Agreement, the Assignor has agreed to make extensions of credit to the BCI Borrower.

D. Immediately after the initial extension of credit is made to the BCI Borrower under the BCI Credit Agreement on the BCI Closing Date, HHEP Acquisition Co. shall be merged with and into Biltmore Communications, Inc., a Georgia corporation (hereinafter, together with its successors in title and assigns, called "**BCI**"). BCI shall be the surviving entity

of the merger. Upon completion of the merger, BCI shall become and be the "BCI Borrower" hereunder, and each and every reference to "BCI Borrower" in this Agreement shall, from and after the merger, mean Biltmore Communications, Inc., a Georgia corporation.

E. It is a condition precedent to the effectiveness of the Amendment Agreement, dated as of the date hereof, by and among the Assignor, the Parent Company, the Primary Facility Lenders party thereto, and the Collateral Agent (as amended, amended and restated, modified, supplemented or restated and in effect from time to time, the "**Primary 2007 Amendment**"), and it is also a condition precedent to all other Credit Extensions to be made on or after the date hereof under the Primary Credit Agreement, that each of the Assignor, the BCI Borrower and the BCI Parent shall have executed and delivered this Agreement.

F. In order to secure all of the Primary Secured Obligations, the Assignor has agreed to collaterally assign to the Collateral Agent, upon the terms contained in this Agreement and the Primary Security Agreements, all of the rights, title and interests of the Assignor under and with respect to the BCI Obligations, the BCI Credit Agreement, the BCI Notes, the BCI Collateral Documents, the other BCI Loan Documents and the BCI Collateral.

G. Each of the BCI Principal Companies has agreed to be bound by the terms of the Assignor's collateral assignment of the Assigned Collateral to the Collateral Assignee, all as provided by this Agreement and the BCI Loan Documents.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Assignor and the BCI Principal Companies hereby absolutely, unconditionally and irrevocably agrees with the Collateral Assignee, for the benefit of the Primary Secured Parties, as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Primary Credit Agreement (as amended by the Primary 2007 Amendment), and the following terms shall have (unless otherwise provided elsewhere in this Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"**Agreement**" means this Collateral Assignment Agreement, as amended, amended and restated, supplemented or restated and in effect from time to time.

"**Assigned Collateral**" has the meaning specified in Section 2.

"**Assignor**" has the meaning specified in the Preamble.

"**BCI**" has the meaning specified in the Statement of Facts.

"**BCI Borrower**" has the meaning specified in the Preamble.

"**BCI Collateral**" has the meaning specified in Section 1.1 of the Primary Credit Agreement (as amended by the Primary 2007 Amendment).

“BCI Collateral Documents” has the meaning from time to time specified for the term “Collateral Documents” under the BCI Credit Agreement from time to time in effect.

“BCI Credit Agreement” means the Credit Agreement, dated as of July 17, 2007, among the BCI Parent, the BCI Borrower, the Assignor, and the Collateral Assignee, providing for the making of credit extensions by the Assignor to the BCI Borrower, as the same may be amended, amended and restated, modified, extended, renewed, replaced, restated, supplemented, restructured and/or refinanced, in whole or in part, and without limitation as to parties, maturities, amounts, interest rates or other provisions, and also including, without limitation, any agreement or other Instrument extending the maturity of, or refinancing or restructuring, all or any portion of the Indebtedness under such Credit Agreement or any successor agreements or Instruments.

“BCI Facility Default” and **“BCI Facility Event of Default”** have the respective meanings from time to time specified for the terms “Default” and “Event of Default” under the BCI Credit Agreement from time to time in effect.

“BCI Facility Termination Date” means the later of: (a) date upon which all of the commitments of the Assignor to make loans or to provide other credit extensions under the BCI Credit Agreement or the other BCI Loan Documents shall have terminated in full; or (b) the date upon which all of the BCI Secured Obligations (other than contingent indemnification obligations not yet due and payable) shall have been paid in full and in cash.

“BCI Loan Documents” has the meaning from time to time specified for the term “Loan Documents” under the BCI Credit Agreement from time to time in effect.

“BCI Loan Parties” has the meaning from time to time specified for the term “Loan Parties” under the BCI Credit Agreement from time to time in effect.

“BCI Notes” has the meaning from time to time specified for the term “Notes” under the BCI Credit Agreement from time to time in effect.

“BCI Parent” has the meaning specified in the Preamble.

“BCI Principal Companies” and **“BCI Principal Company”** have the meanings specified in the Preamble.

“BCI Secured Obligations” has the meaning from time to time specified for the term “Obligations” under the BCI Credit Agreement from time to time in effect.

“Collateral Agent” has the meaning specified in the Statement of Facts.

“Collateral Assignee” has the meaning specified in the Preamble.

“Control Agent” has the meaning specified in Section 5(d).

“Control Collateral” means, collectively, all BCI Collateral consisting of any Certificated Securities, Investment Property, Pledged Notes, Collateral Accounts, Deposit

Accounts (as each of such terms is defined in the BCI Collateral Documents), cash and all other BCI Collateral as to which Liens may be perfected through possession or control by any secured party, or any agent therefor.

"Enforcement Action" shall mean, in relation or with respect to any of the BCI Loan Parties, any of the following:

(a) the acceleration of the maturity of any of the BCI Secured Obligations of any of the BCI Loan Parties;

(b) the commencement or pursuit of any action at law or other legal proceeding against any of the BCI Loan Parties to collect any of the BCI Secured Obligations of any of the BCI Loan Parties, or the enforcement of any other rights or remedies against any of the BCI Loan Parties under or with respect to any of the BCI Secured Obligations, whether by action at law, suit in equity, arbitration proceedings or any other similar proceedings;

(c) the realization, foreclosure or other enforcement of any security interests of any kind on all or any part of any Property of any of the BCI Loan Parties constituting any of the BCI Collateral or the obtaining of payment of any of the BCI Secured Obligations of any of the BCI Loan Parties through exercise of any rights of set-off, counterclaim or cross-claim; or

(d) the commencement or initiation of any Insolvency Proceeding against any of the BCI Loan Parties, or the joining with any other creditor or creditors of any of the BCI Loan Parties to commence or initiate any Insolvency Proceeding against any of the BCI Loan Parties.

"Parent Company" has the meaning specified in the Statement of Facts.

"Primary Credit Agreement" means the Credit Agreement, dated as of October 13, 2006, by and among the Parent Company, the Assignor, the Primary Facility Lenders from time to time party thereto, and the Collateral Agent, as the same shall from time to time be amended, amended and restated, modified, extended, renewed, replaced, restated, supplemented, restructured and/or refinanced, in whole or in part, and without limitation as to parties, maturities, amounts, interest rates or other provisions, and also including, without limitation, any agreement or other Instrument extending the maturity of, or refinancing or restructuring, all or any portion of the Primary Secured Obligations under such Credit Agreement or any successor agreements or Instruments.

"Primary Facility Default" and **"Primary Facility Event of Default"** have the respective meanings from time to time specified for the terms "Default" and "Event of Default" under the Primary Credit Agreement from time to time in effect.

"Primary Facility Lenders" has the meaning specified in the Statement of Facts.

"Primary Facility Termination Date" means the later of: (a) date upon which all of the commitments of the Primary Secured Parties to make loans or to provide other credit extensions

under the Primary Loan Documents shall have terminated in full; and (b) the date upon which all of the Primary Secured Obligations (other than Primary Secured Obligations under Swap Contracts or other similar agreements and other than contingent indemnification obligations not yet due and payable) shall have been paid in full and in cash.

“Primary Loan Documents” has the meaning from time to time specified for the term “Loan Documents” under the Primary Credit Agreement from time to time in effect.

“Primary Loan Parties” has the meaning from time to time specified for the term “Loan Parties” under the Primary Credit Agreement from time to time in effect.

“Primary Secured Obligations” has the meaning from time to time specified for the term “Obligations” under the Primary Credit Agreement from time to time in effect.

“Primary Secured Parties” has the meaning from time to time specified for the term “Secured Parties” under the Primary Credit Agreement from time to time in effect.

“Primary Security Agreements”, **“Primary Security Agreement”** and **“Primary Pledge Agreement”** have the respective meanings specified in the Statement of Facts.

“Primary 2007 Amendment” has the meaning specified in the Statement of Facts.

All other terms contained in this Agreement shall, unless the context shall indicate otherwise, have the meanings provided for by the UCC to the extent that such other terms are used or defined therein.

2. **Grant of Security Interests.** To secure the prompt and complete payment and performance of all of the Primary Secured Obligations, as and when the same shall become due and payable, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, the Assignor does hereby collaterally assign and pledge to the Collateral Assignee for the benefit of Primary Secured Parties, and does hereby create a continuing security interest in favor of the Collateral Assignee for the benefit of Primary Secured Parties, in and to all of the rights, title and interests of the Assignor, whether now existing or hereafter from time to time created, arising or acquired, under and with respect to all and each and every part of the BCI Secured Obligations, the BCI Credit Agreement, the BCI Notes, the BCI Collateral Documents, the other BCI Loan Documents and the BCI Collateral (herein called, collectively, the **“Assigned Collateral”**).

3. **Representations and Warranties.** The Assignor hereby represents and warrants to the Collateral Assignee for the benefit of Primary Secured Parties as follows:

(a) The execution and delivery by the Assignor of this Agreement, and the performance by the Assignor of its agreements and obligations under this Agreement, have been duly and properly authorized by all necessary corporate and other action on the part of the Assignor.

(b) No approvals or consents from any of the BCI Loan Parties or any other Persons are necessary or required for or in connection with the execution, delivery or

performance by the Assignor of this Agreement, except approvals and consents which have been obtained by the Assignor on or prior to the date hereof.

(c) This Agreement has been duly executed and delivered by the Assignor and constitutes the legal, valid and binding obligation of the Assignor, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws at the time in effect affecting the enforceability of the rights of creditors generally and to general equitable principles.

4. **Covenants.** The Assignor covenants and agrees with the Collateral Assignee, for the benefit of Primary Secured Parties, that, from and after the date of this Agreement and until the Primary Facility Termination Date:

(a) **Additional Information Regarding BCI Loan Documents.**

(i) The Assignor will furnish promptly to the Collateral Assignee all such reasonably detailed information pertaining to the Assigned Collateral as the Collateral Assignee may from time to time reasonably request.

(ii) Upon any Responsible Officer of the Assignor first obtaining knowledge of any thereof, the Assignor will give written notice (accompanied by a reasonably detailed explanation with respect thereto) promptly to the Collateral Assignee of:

(A) the BCI Facility Termination Date or the termination, cancellation or rescission of any of the BCI Loan Documents;

(B) any modification or amendment of, or any other change in, any of the terms or conditions of any of the BCI Loan Documents;

(C) the occurrence of any BCI Facility Event of Default; or

(D) the commencement or institution of any Enforcement Action under or with respect to any of the BCI Obligations, BCI Loan Documents or BCI Collateral.

(b) **Limitations on Amendments.** So long as this Agreement is in effect, except as otherwise expressly provided from time to time by any of the BCI Loan Documents, the Assignor will not consent to or otherwise directly or indirectly approve any modification or amendment of, or any supplement or addition to, any of the BCI Loan Documents, without, in each case, the prior written consent of the Collateral Assignee. Each of the Assignor and the BCI Principal Companies agrees that no modification or amendment of, and no supplement or addition to, any of the provisions of any of BCI Loan Documents in violation of the foregoing shall, except as otherwise expressly provided from time to time by any of the BCI Loan Documents, be valid or effective unless consented to in writing by the Collateral Assignee.

(c) **Limitations on Releases; etc.** So long as this Agreement is in effect, except as otherwise expressly provided from time to time by any of the BCI Loan Documents,

the Assignor will not at any time or times, without the prior written consent of the Collateral Assignee: (i) release or terminate any of the security interests created in favor of the Assignor under or pursuant to any of the BCI Loan Documents; (ii) cancel, terminate or rescind, or otherwise agree or consent to any cancellation, termination or rescission of, any of the BCI Loan Documents; (iii) waive, release or discharge, or agree or consent to any waiver, release or discharge of, any of the BCI Secured Obligations under any of the BCI Loan Documents; or (iv) agree or consent to any act or omission by any of the BCI Loan Parties which constitutes, or which would, with notice or the lapse of time, or both, constitute, a BCI Facility Default.

(d) **Further Assurances.** So long as this Agreement is in effect, the Assignor will not take, or knowingly omit to take, any action, the taking or omission of which would prejudice, delay or impair in any material respect any of the material rights, remedies, powers or privileges of the Collateral Assignee hereunder or under the Primary Security Agreements with respect to any of the Assigned Collateral, or which would entitle any of the BCI Loan Parties to cancel, terminate or rescind any of the BCI Loan Documents or which would result in any material impairment of any of the material provisions of any of the BCI Loan Documents or any of the material rights, remedies, powers or privileges created by any of the BCI Loan Documents in favor of the Assignor.

(e) **Pledge and Delivery of BCI Notes; etc.** Each of the BCI Notes or other Instruments representing or evidencing any of the BCI Secured Obligations delivered to the Assignor on the date hereof or at any time or from time to time hereafter shall be: (i) promptly delivered by the Assignor to and held by or on behalf of the Collateral Assignee pursuant to this Agreement and the other Primary Security Agreements; (ii) in suitable form for transfer by delivery; and (iii) accompanied by all necessary Instruments of transfer or assignment (including undated transfer powers), duly executed in blank, all in form and substance reasonably satisfactory to the Collateral Assignee. The Assignor shall take all such other action from time to time reasonably requested by the Collateral Assignee to grant to the Collateral Assignee a perfected security interest in and to all of the Assignor's rights with respect to the Assigned Collateral.

5. **Primary Security Agreements; Exercise of Rights; etc.**

(a) The security interests granted by the Assignor to the Collateral Assignee pursuant to this Agreement are granted in conjunction with the security interests and Liens granted by the Assignor to the Collateral Agent pursuant to the Primary Security Agreements. The Assignor and the Collateral Assignee expressly agree that the security interests granted under this Agreement and the Primary Security Agreements in the Assigned Collateral are intended to be treated as a single security interest for purposes of Article 9 of the UCC and other Applicable Law. The exercise by the Collateral Assignee of any rights or remedies with respect to any of the Assigned Collateral shall be deemed to be an exercise of such rights or remedies in connection with both this Agreement and also Primary Security Agreements. In the event of any inconsistency between the terms and conditions of this Agreement and the Primary Security Agreements, then the terms and conditions of the Primary Security Agreements shall prevail.

(b) If any Primary Facility Event of Default shall be continuing, in addition to all other rights and remedies of the Collateral Agent pursuant to any of the other Primary Loan Documents or pursuant to Applicable Law or otherwise, the Collateral Assignee or its successors

or designees shall have with respect to all or any part of the Assigned Collateral (i) all of the rights and remedies under Applicable Law, including, without limitation, the rights and remedies provided to a secured party under the UCC, (ii) all of the rights and remedies provided to the Collateral Agent under the Primary Security Agreements, and (iii) all rights and benefits under the BCI Loan Documents, in each case without modifying or discharging any of the BCI Secured Obligations. If any Primary Facility Event of Default shall be continuing, the Assignor agrees to execute any and all Instruments or other documents reasonably requested by the Collateral Assignee to enable the Collateral Assignee to exercise any of the rights of the Assignor under and with respect to all or any part of the Assigned Collateral.

(c) The Assignor hereby irrevocably appoints the Collateral Assignee, and any officer or agent thereof, the Assignor's attorney-in-fact, with full authority in the place and stead of the Assignor and in the name of the Assignor or otherwise, in the Collateral Assignee's discretion at any time while any Primary Facility Event of Default is continuing, to take any and all action and to execute any agreement or Instrument or other assurance which the Collateral Assignee may deem reasonably necessary or advisable to accomplish the purposes of this Agreement is continuing, including, without limitation:

(i) to take any Enforcement Action against any of the BCI Loan Parties or BCI Collateral, and to ask, demand, collect, sue, recover, compromise, receive, and give acquittances and receipts, for moneys due or to become due under or in respect of any of the BCI Secured Obligations;

(ii) to execute and do all such assurances, acts and things which the Assignor ought to do under the covenants and provisions of this Agreement and the Primary Security Agreements and which the Assignor has failed to do promptly after receiving a written request relating thereto from the Collateral Assignee;

(iii) to take any and all such actions as the Collateral Assignee may, in its reasonable discretion, determine to be reasonably necessary or advisable for the purpose of maintaining, preserving or protecting the security constituted by this Agreement and the Primary Security Agreements with respect to all or any part of the Assigned Collateral or any of the rights, remedies, powers or privileges of the Collateral Assignee under this Agreement or the Primary Security Agreements with respect to all or any part of the Assigned Collateral;

(iv) generally, in the name of the Assignor or in the name of the Collateral Assignee, to exercise all or any of the powers, authorities and discretions conferred on or reserved to the Collateral Assignee pursuant to this Agreement or the Primary Security Agreements with respect to all or any part of the Assigned Collateral; and

(v) to file such financing statements with respect hereto as the Collateral Assignee may deem appropriate.

The Assignor hereby ratifies all that the Collateral Assignee shall do or cause to be done by

virtue hereof. The Assignor hereby acknowledges, consents, and agrees that the power of attorney granted pursuant to this paragraph (c) is irrevocable and coupled with an interest and shall terminate only upon payment in full and in cash of all of the Primary Secured Obligations.

(d) Without limitation of the foregoing provisions of paragraph (c) of this Section 5, the Assignor hereby appoints NewStar Financial, Inc. as its collateral agent (in such capacity, together with any successor in such capacity appointed by the Assignor with the prior written consent of the Collateral Assignee, the "**Control Agent**") for the limited purpose of acting as the agent on behalf of the Assignor with respect to the Control Collateral for purposes of perfecting the Liens of the Assignor in the Control Collateral. The Control Agent accepts such appointments and agrees to hold the Control Collateral that is part of the BCI Collateral in its possession or control (or in the possession or control of its agents or bailees) as Control Agent for the benefit of the Assignor solely for the purpose of perfecting the security interests granted to the Assignor in the Control Collateral.

(e) In acting on behalf of the Assignor, the duties and responsibilities of the Control Agent under paragraph (d) of this Section 5 shall be limited solely to physically holding the Control Collateral delivered to the Control Agent by the Assignor or by any of the BCI Loan Parties as agent for the Assignor for purposes of perfecting the Liens in the Common Collateral held by the Assignor.

(f) Each of the Assignor and the BCI Principal Companies specifically acknowledges and agrees that the Collateral Assignee neither assumes, nor shall have any responsibility for, the payment of any sums due or to become due under any of the BCI Loan Documents or the performance of any obligations to be performed by the Assignor under or with respect to any of the BCI Loan Documents.

(g) Anything in this Agreement or in any of the BCI Collateral Documents or other BCI Loan Documents express or implied to the contrary notwithstanding, the Collateral Assignee shall not, in connection with the exercise of any of its rights or remedies under or with respect to the BCI Collateral or any of the BCI Collateral Documents or other BCI Loan Documents: (i) enter into, terminate or modify any contract or commitment which could impact government regulation of any of the Primary Loan Parties or DTV; or (ii) cause any of the Primary Loan Parties to provide any video programming through a signal distribution system which utilizes public easements, cross public rights of way or similar land rights or otherwise operate a video programming service which would subject any of the Primary Loan Parties or DTV or any of their Affiliates (other than any of the BCI Loan Parties) to federal, state or local cable operator regulations.

6. **Reinstatement.** This Agreement shall remain in full force and effect and continue to be effective in the event that any petition shall be filed by or against the Assignor for liquidation or reorganization, should the Assignor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of the Assignor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Primary Secured Obligations, or any part thereof, is, pursuant to Applicable Law, rescinded or reduced in amount, or must otherwise be restored or returned, whether as a "voidable preference," "fraudulent conveyance," or

otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Primary Secured Obligations shall be reinstated and shall be deemed reduced only by such amount paid in cash and **not** so rescinded, reduced, restored or returned.

7. **Notices.** Whenever any of the parties hereto desires to give and serve upon any other party hereto any communication with respect to this Agreement or the Assigned Collateral, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the notice provisions of the BCI Credit Agreement.

8. **Termination.** Subject always to Section 6 hereof, this Agreement shall terminate upon the Primary Facility Termination Date. Upon any termination of the security interests hereunder upon the Primary Facility Termination Date, the Collateral Assignee shall, at the sole cost and expense of the Assignor, promptly execute and deliver to the Assignor such documents as the Assignor shall reasonably request to evidence the termination of the security interests created hereby.

9. **Choice of Law And Venue; Jury Trial Waiver.** **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF THEM, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OF THE OTHER PRIMARY LOAN DOCUMENTS OR BCI LOAN DOCUMENTS OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTION OF ANY OF THEM. EACH OF THE PARTIES HERETO HEREBY AGREES TO BE BOUND BY THE PROVISIONS SET FORTH IN SECTION 10.14 OR SECTION 10.15 OF THE BCI CREDIT AGREEMENT, WHICH PROVISIONS ARE HEREBY INCORPORATED HEREIN BY REFERENCE WITH THE SAME FULL FORCE AND EFFECT AS IF SET FORTH HEREIN IN FULL.**

10. **Consent of BCI Principal Companies.** Each of the BCI Principal Companies hereby grants to the Assignor and the Collateral Assignee all such consents and approvals as are or may be required under the BCI Loan Documents for the collateral assignment of all of the Assigned Collateral to the Collateral Assignee and for the grant by the Assignor to the Collateral Assignee of all of the Assignor's rights, powers, privileges, authorities, discretions and remedies under and with respect to the Assigned Collateral. The Assignor and the BCI Principal Companies hereby severally agree, and each holder of any of the BCI Notes by its acceptance thereof will be deemed to agree, that, any action taken by the Collateral Assignee, in accordance with the provisions of this Agreement, the BCI Collateral Documents or other BCI Loan Documents, and the exercise by the Collateral Assignee of the powers set forth herein or therein,

together with such other powers as are reasonably incidental thereto, shall be authorized by the Assignor and shall be binding upon the Assignor and the BCI Principal Companies and other BCI Loan Parties.

11. **Delivery by Facsimile.** Delivery of the signature pages to this Agreement by facsimile shall be as effective as delivery of manually executed counterparts of this Agreement.

****Signature Pages to Collateral Assignment Agreement follow****

IN WITNESS WHEREOF, the Assignor has caused this **COLLATERAL ASSIGNMENT AGREEMENT** to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

The Assignor:

DIRECPATH, LLC

By: Dwayne House
Name: Dwayne House
Title: Chief Financial Officer and
Treasurer

****Signature Page to Collateral Assignment Agreement****

*****Signature Page to Collateral Assignment Agreement Follows*****

The Borrower:

HHEP ACQUISITION CO.

By: Dwayne House
Name: Dwayne House
Title: Chief Financial Officer and
Treasurer

BILTMORE COMMUNICATIONS, INC.

By: Dwayne House
Name: Dwayne House
Title: Chief Financial Officer and
Treasurer

The Parent Company:

HHEP-BILTMORE, LLC

By: Dwayne House
Name: Dwayne House
Title: Chief Financial Officer and
Treasurer

****Signature Page to Collateral Assignment Agreement****

*****Signature Page to Collateral Assignment Agreement Follows*****

The Collateral Assignee:

NEWSTAR FINANCIAL, INC.

By: 

Name: Robert F. Milordi

Title: Managing Director - Portfolio Management

****Signature Page to Collateral Assignment Agreement****