TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Grande Communications Networks LLC		09/14/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Societe Generale
Street Address:	1221 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	Bank: NEW YORK

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2846105	ADVANTEX COMMUNICATIONS
Registration Number:	2428738	CLEARSOURCE
Registration Number:	2930827	G
Registration Number:	2991947	G GRANDE COMMUNICATIONS
Registration Number:	2632755	G GRANDE COMMUNICATIONS
Registration Number:	2782267	G GRANDE COMMUNICATIONS
Registration Number:	2779978	G GRANDE COMMUNICATIONS FOR YOU, THE WORLD.
Registration Number:	2782266	G GRANDE COMMUNICATIONS VISUAL VOICE VELOCITY
Registration Number:	2514442	GRANDE COMMUNICATIONS
Registration Number:	3481649	GRANDEVISION
Registration Number:	3273072	TEXAS TRIPLE PLAY
Registration Number:	3069178	WHERE VALUES COUNT

CH $315.00 2846105

CORRESPONDENCE DATA

Fax Number:	(800)680-9592

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

Phone:	212-903-9000
Email:	Oleh.Hereliuk@federalresearch.com
Correspondent Name:	Linklaters LLP
Address Line 1:	1345 Avenue of the Americas
Address Line 2:	Shauin Wang
Address Line 4:	New York, NEW YORK 10105

ATTORNEY DOCKET NUMBER:	2846105
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	09/15/2009

Total Attachments: 11
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EXHIBIT A

EXECUTION VERSION

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 14, 2009 between Grande Communications Networks LLC, a Delaware limited liability company (the "**Grantor**"), and Société Générale, as Collateral Agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (herein in such capacity, the "**Collateral Agent**").

RECITALS

(A) Grantor, Grande Parent LLC ("**Holdings**"), the financial institutions listed on the signature pages thereof (each individually referred to as a "**Lender**" and collectively as "**Lenders**") and Société Générale, as administrative agent for the Lenders (in such capacity, the "**Administrative Agent**") are parties to a Credit Agreement dated as of September 14, 2009 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "**Credit Agreement**").

(B) The Grantor and Holdings are party to a Pledge and Security Agreement, dated as of September 14, 2009 in favor of the Collateral Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the "**Pledge and Security Agreement**"), pursuant to which the Grantor is required to execute and deliver this Agreement.

(C) In consideration of the mutual conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree 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 Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations, the Grantor hereby grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or hereafter acquired or existing and wherever located.

"**Intellectual Property Collateral**" means the Grantor's right, title and interest in, to and under all of the following included in the Collateral:

(a) all Copyrights owned by the Grantor, including those referred to on Schedule I hereto;

(b) all Patents owned by the Grantor, including those referred to on Schedule II hereto;

(c) all Trademarks owned by the Grantor, including those referred to on Schedule III hereto;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark owned by the Grantor;

(e) all reissues, continuations or extensions of the foregoing; and

(f) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any (A) Copyright or Copyright licensed under any Copyright License, (B) Trademark or Trademark licensed under any Trademark License or (C) Patent or Patent licensed under any Patent License or (ii) injury to the goodwill associated with any Trademark.

SECTION 3 Intentionally Omitted.

SECTION 4 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Collateral include and Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Intellectual Property Collateral if the grant of such Security Interest would constitute or result in the abandonment of, invalidation of, voiding or rendering unenforceable any of its right, title or interest therein, including any application for registration of a Trademark filed on an intent-to-use basis until such time as a statement of use has been filed and duly accepted by the United States Patent and Trademark Office, or would result in a breach of terms of, or constitute a default or violation of, an agreement related to the Intellectual Property Collateral.

SECTION 5 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted by them in the Intellectual Property Collateral 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. To the extent there is any conflict between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

SECTION 6 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

GRANDE COMMUNICATIONS NETWORKS LLC, as Grantor

By _____
Name: Patrick Bratton
Title: Chief Financial Officer

Notice Address:

Grande Communications Networks LLC
401 Carlson Circle
San Marcos, TX 78666
Attn: Pat Bratton
Email: pbratton@atlanticbb.com
Fax: (617) 786-8803

ACCEPTED AND AGREED:

SOCIÉTÉ GÉNÉRALE, as Collateral Agent

By: _____

Name:

Title:

SCHEDULES TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

[To be attached.]

EXECUTION VERSION

SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

COPYRIGHT REGISTRATIONS

(A) REGISTERED COPYRIGHTS

None.

(B) COPYRIGHT APPLICATIONS

None.

SCHEDULE II TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENT REGISTRATIONS

(A) REGISTERED PATENTS

None.

(B) PATENT APPLICATIONS

None.

SCHEDULE III TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

(A) REGISTERED TRADEMARKS

Mark	Jurisdiction	Status	App. No. / Reg. No.	Filing Date/ Reg. Date
ADVANTEX COMMUNICATIONS	U.S. Federal	Registered	2846105	5/25/04
CLEARSOURCE	U.S. Federal	Registered	2428738	2/13/01
G (Stylized)	U.S. Federal	Registered	2930827	3/8/05
G GRANDE COMMUNICATIONS and Design	U.S. Federal	Registered	2991947	9/6/05
G GRANDE COMMUNICATIONS	U.S. Federal	Registered	2632755	10/8/02
G GRANDE COMMUNICATIONS	U.S. Federal	Registered	2782267	11/11/03
G GRANDE COMMUNICATIONS FOR YOU, THE WORLD and Design	U.S. Federal	Registered	2779978	11/4/03

Mark	Jurisdiction	Status	App. No. / Reg. No.	Filing Date/ Reg. Date
Grande Communications For you, the world.				
G GRANDE COMMUNICATIONS VISUAL VOICE VELOCITY and Design Grande Communications Visual Voice Velocity	U.S. Federal	Registered	2782266	11/11/03
GRANDE COMMUNICATIONS	U.S. Federal	Registered	2514442	12/4/01
GRANDEVISION	U.S. Federal	Registered	3481649	8/5/08
TEXAS TRIPLE PLAY	U.S. Federal	Registered Supplemental Register	3273072	7/31/07
WHERE VALUES COUNT	U.S. Federal	Registered	3069178	3/14/06

(B) TRADEMARK APPLICATIONS

None.