

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Trademarks recorded at Reel 2825 Frame 0816 on 4/8/2004

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		09/14/2009	Collateral Agent: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Grande Communications Networks, Inc.
<b>Street Address:</b>	401 Carlson Circle
<b>City:</b>	San Marcos
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	78666
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
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
Serial Number:	78365359	HOMELINE

**CORRESPONDENCE DATA**

Fax Number: (312)862-2200  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-446-4800  
 Email: christine.casey@kirkland.com, hayley.smith@kirkland.com  
 Correspondent Name: Kirkland & Ellis LLP  
 Address Line 1: 601 Lexington Avenue  
 Address Line 2: c/o Edward Sadtler

**900143324**

**TRADEMARK  
 REEL: 004062 FRAME: 0710**

**CH \$165.00 2632755**

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 35173-184

NAME OF SUBMITTER: Edward Sadtler

Signature: /Edward Sadtler/

Date: 09/16/2009

**Total Attachments: 4**

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**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS** (this "Release") is made as of September 14, 2009 ("Effective Date") in favor of Grande Communications Networks, Inc. ("Grantor") by U.S. Bank National Association (the "Collateral Agent").

**WHEREAS**, Grantor is a guarantor of the obligations of Grande Communications Holdings, Inc ("Grande Holdings") under the 14% Senior Secured Notes Due 2011 of Grande Holdings issued under the Indenture, dated as of March 23, 2004, by and among Grande Holdings, Grantor and U.S. Bank National Association, as trustee, as modified by Supplemental Indenture No. 1 thereto, dated as of July 18, 2007, by and among Grande Holdings, Grantor and the trustee (the "Indenture");

**WHEREAS**, Grantor and the Collateral Agent entered into that certain Pledge and Security Agreement by and between Grantor, the Collateral Agent and the other parties thereto dated March 23, 2004 (the "Pledge and Security Agreement");

**WHEREAS**, pursuant to the Pledge and Security Agreement, Grantor granted to the Collateral Agent a lien on and security interest in all of its right, title and interest in, to and under certain intellectual property and entered into that certain PTO Security Agreement dated March 23, 2004 (the "PTO Security Agreement") for the purpose of recording such security interest with respect to the Marks (as defined in the PTO Security Agreement), including those trademarks set forth on Schedule A hereto (collectively, the "Trademark Collateral") with the United States Patent and Trademark Office;

**WHEREAS**, the PTO Security Agreement was recorded with the United States Patent and Trademark Office on April 8, 2004, at Reel 2825, Frame 0816; and

**WHEREAS**, the Indenture has been satisfied and discharged.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby, on behalf of itself and the Secured Parties (as defined in the Pledge and Security Agreement), (i) terminates the PTO Security Agreement, (ii) terminates, cancels and releases any and all security interests and liens it has against the Trademark Collateral, and (iii) re-assigns to Grantor any right, title and interest it may have in, to and under the Trademark Collateral.

The Collateral Agent represents and warrants that: (x) it has the full power and authority to execute this Release; and (y) it has not assigned, transferred, restricted or otherwise encumbered any right, title or interest it has in, to and under the Trademark Collateral.

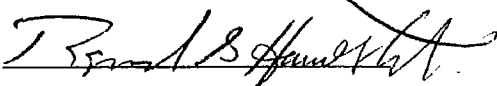
The Collateral Agent shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

This Release shall be governed by and construed in accordance with the laws of the State of New York.

\* \* \* \* \*





IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

U.S. BANK NATIONAL ASSOCIATION

Name: 

Title: Vice President

**SCHEDULE A**

Mark	Jurisdiction	Status	App. No./ Reg. No.	Filing Date/ Reg. Date
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
G GRANDE COMMUNICATIONS VISUAL VOICE VELOCITY and Design 	U.S. Federal	Registered	2782266	11/11/03
GRANDE COMMUNICATIONS	U.S. Federal	Registered	2514442	12/4/01
HOMELINE	U.S. Federal	Abandoned	78365359	2/10/04