

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT															
NATURE OF CONVEYANCE:	Release of Security Interest in Trademark Collateral at Reel 3304 FFrame 0001															
CONVEYING PARTY DATA																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Name</th> <th style="text-align: center;">Formerly</th> <th style="text-align: center;">Execution Date</th> <th style="text-align: center;">Entity Type</th> </tr> <tr> <td>CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH</td> <td></td> <td>05/04/2010</td> <td>BANK: SWITZERLAND</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH		05/04/2010	BANK: SWITZERLAND								
Name	Formerly	Execution Date	Entity Type													
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH		05/04/2010	BANK: SWITZERLAND													
RECEIVING PARTY DATA																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>CEBRIDGE CONNECTIONS, INC.</td> </tr> <tr> <td>Street Address:</td> <td>12444 Powerscourt Drive, Suite 450</td> </tr> <tr> <td>City:</td> <td>St. Louis</td> </tr> <tr> <td>State/Country:</td> <td>MISSOURI</td> </tr> <tr> <td>Postal Code:</td> <td>63131</td> </tr> <tr> <td>Entity Type:</td> <td>CORPORATION: DELAWARE</td> </tr> </table>	Name:	CEBRIDGE CONNECTIONS, INC.	Street Address:	12444 Powerscourt Drive, Suite 450	City:	St. Louis	State/Country:	MISSOURI	Postal Code:	63131	Entity Type:	CORPORATION: DELAWARE				
Name:	CEBRIDGE CONNECTIONS, INC.															
Street Address:	12444 Powerscourt Drive, Suite 450															
City:	St. Louis															
State/Country:	MISSOURI															
Postal Code:	63131															
Entity Type:	CORPORATION: DELAWARE															
PROPERTY NUMBERS Total: 4																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Property Type</th> <th style="text-align: center;">Number</th> <th style="text-align: center;">Word Mark</th> </tr> <tr> <td>Serial Number:</td> <td>78860621</td> <td>LIFE CONNECTED</td> </tr> <tr> <td>Serial Number:</td> <td>78851677</td> <td>SUDDENLINK</td> </tr> <tr> <td>Serial Number:</td> <td>78851595</td> <td>SUDDENLINK COMMUNICATIONS</td> </tr> <tr> <td>Serial Number:</td> <td>78865089</td> <td>SUDDENLINK LIFE CONNECTED</td> </tr> </table>	Property Type	Number	Word Mark	Serial Number:	78860621	LIFE CONNECTED	Serial Number:	78851677	SUDDENLINK	Serial Number:	78851595	SUDDENLINK COMMUNICATIONS	Serial Number:	78865089	SUDDENLINK LIFE CONNECTED	
Property Type	Number	Word Mark														
Serial Number:	78860621	LIFE CONNECTED														
Serial Number:	78851677	SUDDENLINK														
Serial Number:	78851595	SUDDENLINK COMMUNICATIONS														
Serial Number:	78865089	SUDDENLINK LIFE CONNECTED														
CORRESPONDENCE DATA																
<p>Fax Number: (714)755-8290</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 714-540-1235</p> <p>Email: ipdocket@lw.com, kristin.azcona@lw.com</p> <p>Correspondent Name: LATHAM & WATKINS LLP</p> <p>Address Line 1: 650 Town Center Drive, 20th Floor</p> <p>Address Line 4: Costa Mesa, CALIFORNIA 92626</p>																
ATTORNEY DOCKET NUMBER:	038611-0098															
NAME OF SUBMITTER:	Kristin J. Azcona															

OP \$115.00 78860621

900161307

TRADEMARK
REEL: 004198 FRAME: 0846

Signature:	/kja/
Date:	05/04/2010
Total Attachments: 3 source=Cequel IP release#page1.tif source=Cequel IP release#page2.tif source=Cequel IP release#page3.tif	

**RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this "Release") is made as of May 4, 2010 by **CREDIT SUISSE AG**, Cayman Islands Branch (formerly known as Credit Suisse, Cayman Islands Branch) as Second Lien Collateral Agent for the Secured Parties (the "Second Lien Collateral Agent"), in favor of Classic Cable, Inc., Classic Communications, Inc., and Cebridge Connections, Inc. (collectively, "Grantors"). Capitalized terms used by not otherwise defined herein shall have the respective meanings ascribed in the Security Agreement (as defined below).

WITNESSETH

WHEREAS, Second Lien Collateral Agent, Lenders, and Grantors are parties to (i) a certain Credit Agreement, dated as of May 5, 2006 (the "Credit Agreement"), (ii) a certain Pledge and Security Agreement dated May 5, 2006 (the "Pledge and Security Agreement"), and (iii) a certain Second lien Trademark Security Agreement dated as of May 5, 2006 (the "Trademark Security Agreement"), pursuant to which Grantors have granted a security interest in and continuing lien on all of Grantor's right, title, and interest in, to and under all the trademarks, including the trademarks set forth on Schedule A hereto, as security for the Obligations; and

WHEREAS, the Second Lien Trademark Security Agreement was recorded in the United States Patent and Trademark Office on May 5, 2006 at Reel/Frame Nos. 3303/0948 (Classic Cable, Inc.), 3303/0964 (Classic Communications, Inc.), and 3304/0001 (Cebridge Connections, Inc.);

WHEREAS, Grantors have requested that the Second Lien Collateral Agent release its security interest in the Trademark Collateral (as such term is defined herein below);

NOW, THEREFORE, for good and valuable consideration, receipt, and sufficiency of which is hereby acknowledged:

SECTION 1. The Second Lien Collateral Agent hereby terminates and releases all of its right, title and interest in and continuing lien on the following assets of Grantors' (all of which being hereinafter referred to as the "Trademark Collateral"):

(a) Trademark Collateral now existing or hereinafter adopted or acquired in the United States including those referred to on Schedule A attached hereto;

(b) Goodwill associated with such Trademark Collateral; and

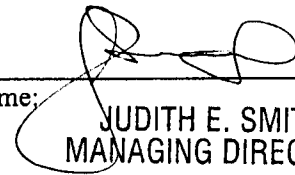

(c) Proceed of any an all the foregoing.

SECTION 2. FURTHER ASSURANCES. Second Lien Collateral Agent agrees to provide Grantors with any information and additional authorization, and will execute any documents necessary to effect, record, and perfect the release of the Second Lien Collateral Agent's security interest in the Trademark Collateral.

SECTION 3. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Second Lien Collateral Agent has caused this Release to be duly executed by its duly authorized representative as of the day and year Second written above.


CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
as Second Lien Collateral Agent

By:  
Name: JUDITH E. SMITH KEVIN BUDDHDEW
Title: MANAGING DIRECTOR ASSOCIATE

ACKNOWLEDGMENT

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss.

On this 3rd day of MAY, 2010, the undersigned, personally appeared, is personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

{seal}

MARJORIE E. BULL
NOTARY PUBLIC, State Of New York
No. 01BU6055282
Qualified In New York County
Commission Expires February 20, 2011

My Commission Expires:



[SIGNATURE PAGE TO IP RELEASE]

TRADEMARK
REEL: 004198 FRAME: 0849

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS


OWNER: CLASSIC CABLE, INC. (REEL/FRAME: 3303/0948)

MARK	REG. NO.
	2,468,330
CNA	2,608,443
	2,637,892

OWNER: CLASSIC COMMUNICATIONS, INC. (REEL/FRAME: 3303/0964)

MARK	Reg. No.
CCT	2,868,361

OWNER: CEBRIDGE CONNECTIONS, INC. (REEL/FRAME: 3304/0001)

MARK	SERIAL NO.
LIFE CONNECTED	78/860,621
SUDDENLINK	78/851,677
SUDDENLINK COMMUNICATIONS	78/851,595
	78/865,089