

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	Security Agreement								
CONVEYING PARTY DATA									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>ATLANTIC BROADBAND FINANCE, LLC</td> <td></td> <td>11/29/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	ATLANTIC BROADBAND FINANCE, LLC		11/29/2010	LIMITED LIABILITY COMPANY: DELAWARE	
Name	Formerly	Execution Date	Entity Type						
ATLANTIC BROADBAND FINANCE, LLC		11/29/2010	LIMITED LIABILITY COMPANY: DELAWARE						
RECEIVING PARTY DATA									
Name:	CREDIT SUISSE AG, AS ADMINISTRATIVE AND COLLATERAL AGENT								
Street Address:	11 Madison Avenue								
City:	New York								
State/Country:	NEW YORK								
Postal Code:	10010								
Entity Type:	Bank: SWITZERLAND								
PROPERTY NUMBERS Total: 2									
Property Type	Number	Word Mark							
Registration Number:	2997268	ATLANTIC BROADBAND							
Registration Number:	2997251	ATLANTIC BROADBAND							
CORRESPONDENCE DATA									
Fax Number:	(866)826-5420								
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>								
Phone:	3016380511								
Email:	ipresearchplus@comcast.net								
Correspondent Name:	IP Research Plus, Inc.								
Address Line 1:	21 Tadcaster Circle								
Address Line 2:	Attn: Penelope J.A. Agodoa								
Address Line 4:	Waldorf, MARYLAND 20602								
ATTORNEY DOCKET NUMBER:	36430								
NAME OF SUBMITTER:	Penelope J.A. Agodoa								
Signature:	/pja/								

TRADEMARK

900177881

REEL: 004427 FRAME: 0001

OP \$65.00 2997268

Date:

12/03/2010

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

ATLANTIC BROADBAND FINANCE, LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other a Delaware LLC

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) November 29, 2010

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: CREDIT SUISSE AG, AS ADMINISTRATIVE AND COLLATERAL AGENT

Internal _____

Address: _____

Street Address: 11 Madison Avenue

City: New York City

State: New York

Country: U.S.A. Zip: 10010

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____

☒ Other Bank Citizenship Switzerland

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached Schedule II

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: IP Research Plus

Internal Address: _____

Attn: Penelope J.A. Agodoa

Street Address: _____

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Signature

December 2, 2010

Date

Joseph Raho

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of November 29, 2010, among ATLANTIC BROADBAND FINANCE, LLC, a Delaware limited liability company (the “Borrower”), ATLANTIC BROADBAND HOLDINGS I, LLC, a Delaware limited liability company (“Holdings”), the subsidiaries of the Borrower listed on Schedule I hereto and CREDIT SUISSE AG, as administrative agent and collateral agent (in such capacities, the “Administrative Agent”).

Reference is made to the Guarantee and Collateral Agreement dated as of November 29, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), among Borrower, Holdings, the Subsidiary Guarantors (as defined therein) from time to time party thereto (together with Borrower and Holdings, collectively, the “Grantors”) and Credit Suisse AG, as Administrative Agent. The Lenders (as defined below) have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of November 29, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Borrower, Holdings, the subsidiary guarantors party thereto, the lenders from time to time party thereto (the “Lenders”) and Credit Suisse AG, as Administrative Agent. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Guarantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01 of the Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Guarantee and Collateral Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a) all registered trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations

and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the "Trademarks"); and

(b) all goodwill associated with or symbolized by the Trademarks.

Notwithstanding the foregoing, in no event shall the Trademark Collateral include, and no Grantor shall be deemed to have granted a security interest in, any Trademark if and for so long as the grant of such security interest shall constitute or result in the abandonment, invalidation, voiding or unenforceability of any right, title or interest of such Grantor therein (including any Trademark application filed on an intent to use basis until a statement of use is filed and accepted).

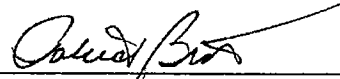
SECTION 3. Guarantee and Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ATLANTIC BROADBAND FINANCE,
LLC,

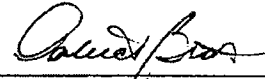
by



Name: Patrick Bratton
Title: Chief Financial Officer and
Secretary

ATLANTIC BROADBAND HOLDINGS I,
LLC,

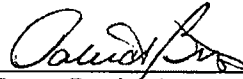
By



Name: Patrick Bratton
Title: Chief Financial Officer and
Secretary

EACH OF THE SUBSIDIARIES
LISTED ON SCHEDULE I HERETO,

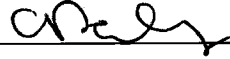
By



Name: Patrick Bratton
Title: Chief Financial Officer and
Secretary

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Administrative
Agent,

by



Name:

Title:

BILL O'DALY
DIRECTOR

by



Name:

Title:

Christopher Reo Day
Associate

Subsidiary Guarantors

1. Atlantic Broadband Finance, Inc. (Delaware)
2. Atlantic Broadband (Penn), LLC (Delaware)
3. Atlantic Broadband (Delmar), LLC (Delaware)
4. Atlantic Broadband (Miami), LLC (Delaware)
5. Atlantic Broadband Management, LLC (Delaware)
6. Atlantic Broadband (SC), LLC (Delaware)
7. Atlantic Broadband (Miami II), LLC (Delaware)

** Jurisdiction of formation identified in parentheses following the name of each Grantor.*

Trademarks*I. Trademark Registrations*

Registered Owner	Trademark	Registration Number	Registration Date	Expiration Date
Atlantic Broadband Finance, LLC	Atlantic Broadband (word and design)	2997268	September 20, 2005	September 20, 2011
Atlantic Broadband Finance, LLC	Atlantic Broadband (block letters)	2997251	September 20, 2005	September 20, 2011

II. Trademark Applications

None.

III. Trademark Licenses

None.