

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CEBRIDGE CONNECTIONS, INC.		02/14/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH		
Street Address:	ELEVEN MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK ORGANIZED AND EXISTING UNDER THE LAWS OF SWITZERLAND: SWITZERLAND		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3593183	LIFE CONNECTED	
Registration Number:	3514227	SUDDENLINK	
Registration Number:	3518352	SUDDENLINK COMMUNICATIONS	
Registration Number:	3514248	SUDDENLINK LIFE CONNECTED	
Registration Number:	3438249	SUDDENLINK HOMESOURCE	
Registration Number:	3420591	SUDDENLINK HOMESOURCE	
Registration Number:	3518418	CONEXION UNICA	
Registration Number:	3438173	SUDDENLINK	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	LATHAM & WATKINS LLP		

OP \$215.00 3593183

Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR
Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 038263-0247

NAME OF SUBMITTER: KRISTIN J AZCONA

Signature: /KJA/

Date: 02/16/2012

Total Attachments: 18

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 14, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of CREDIT SUISSE AG, Cayman Islands Branch, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to a Pledge and Security Agreement dated as of February 14, 2012 (the “**Pledge and Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent 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 Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now or hereafter existing or in which any Grantor now has or hereafter acquires an interest and wherever the same may be located (collectively, the “**Trademark Collateral**”):

(a) all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and listed on Schedule A hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) all rights corresponding thereto throughout the world, (v) the right to sue or otherwise recover for any past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (vi) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any application to register a Trademark in the U.S. Patent and Trademark Office (the “PTO”) based upon Grantor’s “intent to use” such Trademark (but only if the grant of a security interest in such “intent to use” Trademark application violates 15 U.S.C. § 1060(a)) unless and until a “Statement of Use” or “Amendment to Allege Use” is filed in the PTO with respect thereto.

SECTION 3. 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 for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark 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. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CEBRIDGE ACQUISITION, L.P.

By: Cebriidge General, LLC, its sole general partner

By: Mary E. Meduski
Name: Mary E. Meduski
Title: Executive Vice President and
Chief Financial Officer

STATE OF Missouri)
COUNTY OF St. Louis)

ss.

On this 14 day of February, 2012 before me personally appeared Mary E. Meduski, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Cebriidge Acquisition, L.P. who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

L. T. Lewis
Notary Public



L. T. LEWIS
My Commission Expires
March 10, 2012
St. Louis County
Commission #08604936

CEBRIDGE CONNECTIONS, INC.

By: Mary E. Meduski
Name: Mary E. Meduski
Title: Executive Vice President and
Chief Financial Officer

STATE OF Missouri)
COUNTY OF St. Louis) ss.

On this 14 day of February, 2012, before me personally appeared Mary E. Meduski, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Cebridge Connections, Inc. who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

L. Lewis
Notary Public



L.T. LEWIS
My Commission Expires
March 10, 2012
St. Louis County
Commission #08504835

CEBRIDGE TELECOM LA, LLC

By: Mary E. Meduski
Name: Mary E. Meduski
Title: Executive Vice President and
Chief Financial Officer

STATE OF Missouri)
COUNTY OF St. Louis)

ss.

On this 14 day of February, 2012, before me personally appeared Mary E. Meduski, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Cebiridge Telecom LA, LLC who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

L. T. Lewis
Notary Public



L. T. LEWIS
My Commission Expires
March 10, 2012
St. Louis County
Commission #08804936

CEQUEL COMMUNICATIONS, LLC

By: Mary E. Meduski
Name: Mary E. Meduski
Title: Executive Vice President and
Chief Financial Officer

STATE OF Missouri
COUNTY OF St Louis

ss.

On this 14 day of February, 2012, before me personally appeared Mary E. Meduski, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Ceque Communications, LLC who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

L. T. Lewis
Notary Public



L. T. LEWIS
My Commission Expires
March 10, 2012
St. Louis County
Commission #08504925

CEQUEL III COMMUNICATIONS I, LLC

By: Mary E. Meduski
Name: Mary E. Meduski
Title: Executive Vice President and
Chief Financial Officer

STATE OF Missouri
COUNTY OF St. Louis

ss.

On this 14 day of February, 2012 before me personally appeared Mary E. Meduski, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Cequele III Communications I, LLC who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

L. Lewis
Notary Public



L.T. LEWIS
My Commission Expires
March 10, 2012
St. Louis County
Commission #38804935

CLASSIC CABLE OF LOUISIANA, L.L.C.

By: Mary E. Meduski
Name: Mary E. Meduski
Title: Executive Vice President and
Chief Financial Officer

STATE OF Missouri
COUNTY OF St. Louis

SS.

On this 14 day of February, 2012 before me personally appeared Mary E. Meduski, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Classic Cable of Louisiana, L.L.C. who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public



L. T. LEWIS
My Commission Expires
March 10, 2012
St. Louis County
Commission #08604835

CLASSIC COMMUNICATIONS, INC.

By: Mary E. Meduski
Name: Mary E. Meduski
Title: Executive Vice President and
Chief Financial Officer

STATE OF Missouri)
COUNTY OF St. Louis) SS.

On this 14 day of January, 2012 before me personally appeared Mary E. Meduski, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Classic Communications, Inc. who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

L. T. Lewis
Notary Public



L. T. LEWIS
My Commission Expires
March 10, 2012
St. Louis County
Commission #038834835

FRIENDSHIP CABLE OF ARKANSAS, INC.

By: Mary E. Meduski
Name: Mary E. Meduski
Title: Executive Vice President and
Chief Financial Officer

STATE OF Missouri }
COUNTY OF St. Louis } ss.

On this 14 day of February, 2012 before me personally appeared Mary E. Meduski, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Friendship Cable of Arkansas, Inc. who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public



L. T. LEWIS
My Commission Expires
March 10, 2012
St. Louis County
Commission #08524935

FRIENDSHIP CABLE OF TEXAS, INC.

By: Mary E. Meduski
Name: Mary E. Meduski
Title: Executive Vice President and
Chief Financial Officer

STATE OF Missouri
COUNTY OF St. Louis

ss.

On this 14 day of January, 2012 before me personally appeared Mary E. Meduski, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Friendship Cable of Texas, Inc. who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

L. T. Lewis
Notary Public



L. T. LEWIS
My Commission Expires
March 10, 2012
St. Louis County
Commission #98804935

KINGWOOD SECURITY SERVICES, LLC

By:

Ralph G. Kelly
Name: Ralph G. Kelly

Title: President and Chief Operating Officer

STATE OF Missouri

COUNTY OF St. Louis

ss.

On this 14 day of March, 2012 before me personally appeared Ralph G. Kelly, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Kingwood Security Services, LLC who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

L. T. Lewis
Notary Public



L. T. LEWIS
My Commission Expires
March 10, 2012
St. Louis County
Commission #08504935

UNIVERSAL CABLE HOLDINGS, INC.

By: Mary E. Meduski
Name: Mary E. Meduski
Title: Executive Vice President and
Chief Financial Officer

STATE OF Missouri
COUNTY OF St. Louis

ss.

On this 14 day of March, 2012, before me personally appeared Mary E. Meduski, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Universal Cable Holdings, Inc. who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

L. T. Lewis
Notary Public



L. T. LEWIS
My Commission Expires
March 10, 2012
St. Louis County
Commission #08504826

Accepted and Agreed:

CREDIT SUISSE AG, Cayman Islands Branch,
as Collateral Agent

By: _____

Name:

Title: **Christopher Reo Day**
Vice President


Tyler R. Smith
Associate


SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT



TRADEMARK REGISTRATIONS AND APPLICATIONS

OWNER: CEQUEL COMMUNICATIONS, LLC

Mark	Serial No. / Application Date	Registration No. / Registration Date	Status
<i>United States Federal</i>			
"EASY AS COUNTING TO ONE"	77594970 11-17-2008	3713173 11-17-2009	REGISTERED
"THE WORLD'S EASIEST BUNDLE"	77595913 11-20-2008	3713176 11-17-2009	REGISTERED
VIPPERKS	77655683 1-23-2009	3773065 04-06-2010	REGISTERED
NOW VOD	77772697 07-01-2009	3998708 7-19-2011	REGISTERED
"SUDDENLINK... YOU'RE CONNECTED"	77595121 10-17-2008	N/A	PUBLISHED (PENDING) Intent to Use
AXIS	85128553 09-13-2010	N/A	PENDING Intent to Use
SUDDENLINK2GO	85339558 07-06-2011	N/A	PENDING Intent to Use

OWNER: CEBRIDGE CONNECTIONS, INC.

Mark	Serial No. / Application Date	Registration No. / Registration Date	Status
<i>United States Federal</i>			
LIFE CONNECTED	78860621 4-13-2006	3593183 03-17-2009	Registered
SUDDENLINK	78851677 3-31-2006	3514227 10-07-2008	Registered
SUDDENLINK COMMUNICATIONS	78851595 3-31-2006	3518352 10-14-2008	Registered
SUDDENLINK LIFE CONNECTED 	78865089 4-19-2006	3514248 10-07-2008	Registered
SUDDENLINK	78908283	3438249	Registered

Mark	Serial No. / Application Date	Registration No. / Registration Date	Status
HOMESOURCE 	6-14-2006	05-27-2008	
SUDDENLINK HOMESOURCE	78905733 6-12-2006	3420591 04-29-2008	Registered
CONEXION UNICA	78899274 6-02-2006	3518418 10-14-2008	Registered
SUDDENLINK 	78882332 5-12-2006	3438173 05-27-2008	Registered

OWNER: CEQUEL III COMMUNICATIONS I, LLC

Mark	Serial No. / Registration No.	Status
<i>State - Louisiana</i>		
SUDDENLINK COMMUNICATIONS VI	622469 03-25-2010	Registered

OWNER: CLASSIC CABLE OF LOUISIANA, LLC

Mark	Serial No. / Registration No.	Status
<i>State - Louisiana</i>		
CLASSIC CABLE	564032 09-09-1999	Renewed
SUDDENLINK COMMUNICATIONS IV	591354 5-5-2006	Registered
CORRECTIONAL CABLE	578556 6-30-2003	Registered
CABLE NETWORK ADVERTISING	578557 6-30-2003	Registered

OWNER: CEBRIDGE TELECOM LA, LLC

Mark	Serial No. / Registration No.	Status
<i>State - Louisiana</i>		
SUDDENLINK COMMUNICATIONS LA	591300 05-03-2006	Registered
CEBRIDGE CONNECTIONS TELECOM	591036 04-12-2006	Registered

OWNER: KINGWOOD SECURITY SERVICES, LLC

Mark	Serial No. / Registration No.	Status
<i>State - Louisiana</i>		
SUDDENLINK SECURITY	620941 11-06-2009	Registered

OWNER: CLASSIC COMMUNICATIONS, INC.

Mark	Serial No. / Registration No.	Status
<i>State - Texas</i>		
CCT	800085158 05-15-2002	Registered

OWNER: CEBRIDGE ACQUISITION, L.P.

Mark	Serial No. / Registration No.	Status
<i>State - Louisiana</i>		
SUDDENLINK MEDIA	591900 6-14-2006	Registered
SUDDENLINK COMMUNICATIONS	591299 5-3-2006	Registered
CEBRIDGE CONNECTIONS LA	591033 4-12-2006	Registered

OWNER: FRIENDSHIP CABLE OF ARKANSAS, INC.

Mark	Serial No. / Registration No.	Status
<i>State - Louisiana</i>		
SUDDENLINK COMMUNICATIONS V	591355 05-05-2006	Registered

OWNER: FRIENDSHIP CABLE OF TEXAS, INC.

Mark	Serial No. / Registration No.	Status
<i>State - Louisiana</i>		
SUDDENLINK COMMUNICATIONS I	591352 05-05-2006	Registered
<i>State - North Dakota</i>		
CORRECTIONAL CABLE	29717800 07-29-2011	Registered

OWNER: UNIVERSAL CABLE HOLDINGS, INC.

Mark	Serial No. / Registration No.	Status
<i>State - Louisiana</i>		
SUDDENLINK COMMUNICATIONS III	591353 05-05-2006	Registered
<i>State - Nebraska</i>		
SUDDENLINK COMMUNICATIONS	10085209 05-25-2006	Registered
CEBRIDGE CONNECTIONS	10051147 10-14-2003	Registered

Mark	Serial No. / Registration No.	Status
CORRECTIONAL CABLE	10042857 2-21-2003	Registered
CLASSIC COMMUNICATIONS	10042858 2-21-2003	Registered

OWNER: FRIENDSHIP CABLE OF TEXAS, INC., FRIENDSHIP CABLE OF
ARKANSAS, INC. and CLASSIC CABLE OF LOUISIANA, L.L.C.

Mark	Serial No. / Registration No.	Status
<i>State – Louisiana</i>		
CEBRIDGE CONNECTIONS	579993 10-31-2003	Registered