

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atlantic Broadband Finance, LLC		04/04/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, AS ADMINISTRATIVE AGENT		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	CORPORATION: SWITZERLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2997268	ATLANTIC BROADBAND	
Registration Number:	2997251	ATLANTIC BROADBAND	
CORRESPONDENCE DATA			
Fax Number:	(212)822-5175		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-530-5175		
Email:	jmarkham@milbank.com		
Correspondent Name:	Jordan P. Markham		
Address Line 1:	Milbank, Tweed, Hadley & McCloy, 46th Fl		
Address Line 2:	1 Chase Manhattan Plaza		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	28302-53000		
NAME OF SUBMITTER:	Jordan P. Markham		

Signature:	/Jordan P. Markham/
Date:	04/05/2012
Total Attachments: 14 source=2L Trademark Security Agreement (Execution Version)#page1.tif source=2L Trademark Security Agreement (Execution Version)#page2.tif source=2L Trademark Security Agreement (Execution Version)#page3.tif source=2L Trademark Security Agreement (Execution Version)#page4.tif source=2L Trademark Security Agreement (Execution Version)#page5.tif source=2L Trademark Security Agreement (Execution Version)#page6.tif source=2L Trademark Security Agreement (Execution Version)#page7.tif source=2L Trademark Security Agreement (Execution Version)#page8.tif source=2L Trademark Security Agreement (Execution Version)#page9.tif source=2L Trademark Security Agreement (Execution Version)#page10.tif source=2L Trademark Security Agreement (Execution Version)#page11.tif source=2L Trademark Security Agreement (Execution Version)#page12.tif source=2L Trademark Security Agreement (Execution Version)#page13.tif source=2L Trademark Security Agreement (Execution Version)#page14.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 4, 2012, 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 (in such capacity, the "Administrative Agent").

Reference is made to the Second Lien Guarantee and Collateral Agreement dated as of April 4, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), among the Borrower, Holdings, the Subsidiary Guarantors (as defined therein) from time to time party thereto (together with the 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 Second Lien Credit Agreement dated as of April 4, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, 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, and logos, 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 United States federal trademark registrations and applications 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

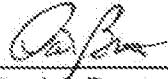
Title: Chief Financial Officer and Secretary

[Signature Page to Second Lien Trademark Security Agreement]

#4827-5490-2543

TRADEMARK
REEL: 004751 FRAME: 0710

ATLANTIC BROADBAND HOLDINGS I, LLC

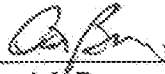
By: 
Name: Patrick Bratton
Title: Chief Financial Officer and Secretary

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#4827-5490-2543

TRADEMARK
REEL: 004751 FRAME: 0711

ATLANTIC BROADBAND FINANCE, INC.

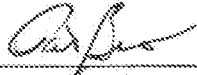
By: 
Name: Patrick Bratton
Title: Chief Financial Officer and Secretary

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#4827-5490-2543

TRADEMARK
REEL: 004751 FRAME: 0712

ATLANTIC BROADBAND MANAGEMENT,
LLC

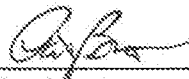
By: 
Name: Patrick Bratton
Title: Chief Financial Officer and Secretary

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TRADEMARK
REEL: 004751 FRAME: 0713

ATLANTIC BROADBAND (DELMAR), LLC

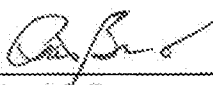
By: 
Name: Patrick Bratton
Title: Chief Financial Officer and Secretary

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TRADEMARK
REEL: 004751 FRAME: 0714

ATLANTIC BROADBAND (MIAMI), LLC

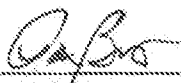
By: 
Name: Patrick Bratton
Title: Chief Financial Officer and Secretary

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#4827-5490-2543

TRADEMARK
REEL: 004751 FRAME: 0715

ATLANTIC BROADBAND (MIAMI II), LLC

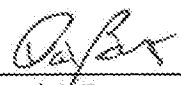
By: 
Name: Patrick Bratton
Title: Chief Financial Officer and Secretary

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TRADEMARK
REEL: 004751 FRAME: 0716

ATLANTIC BROADBAND (PENN), LLC

By: 
Name: Patrick Bratton
Title: Chief Financial Officer and Secretary

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TRADEMARK
REEL: 004751 FRAME: 0717

ATLANTIC BROADBAND (SC), LLC

By: 
Name: Patrick Bratton
Title: Chief Financial Officer and Secretary

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TRADEMARK
REEL: 004751 FRAME: 0718

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Administrative Agent

By: 

Name:

JUDITH E. SMITH

Title:

MANAGING DIRECTOR

By: 

Name:

Sanja Gazali

Title:

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.*

SCHEDULE II

Trademarks*I. Trademark Registrations*

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

II. Trademark Applications

None.