

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
WideOpen West Finance, LLC		07/17/2012	LIMITED LIABILITY COMPANY: DELAWARE
Sigecom, LLC		07/17/2012	LIMITED LIABILITY COMPANY: INDIANA
Knology, Inc.		07/17/2012	CORPORATION: DELAWARE
Knology of Kansas, Inc.		07/17/2012	CORPORATION: DELAWARE
Knology Broadband, Inc.		07/17/2012	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: SWITZERLAND

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3042899	KNOLOGY MAKES SENSE
Registration Number:	3134908	KNOLOGY MEANS BUSINESS
Registration Number:	3841228	HOT SPOT KNOLOGY
Registration Number:	3618196	WE'RE ALL CONNECTED.
Registration Number:	3566697	FLEXCONNECT
Registration Number:	3061747	B.Y.O.B.
Registration Number:	3072515	BUILD YOUR OWN BUNDLE
Registration Number:	3037903	BROADBAND MAN
Registration Number:	3261084	WAVE RUNNER
Registration Number:	3035265	BROADBAND MAN

TRADEMARK

Registration Number:	3601113	WORLD CLASS BROADBAND, HOMETOWN CARE
Registration Number:	2701234	SUNFLOWER BROADBAND
Registration Number:	2046145	GEEKS ON WHEELS
Registration Number:	2237536	KNOLOGY
Registration Number:	3341752	MODERN LIFE MADE EASY
Registration Number:	3096745	IT'S BETTER TO BUNDLE
Registration Number:	2582619	SIGECOM
Registration Number:	2587478	
Serial Number:	85350759	WOW! ENHANCED TV
Serial Number:	85348036	WOW! ULTRA TV

CORRESPONDENCE DATA

Fax Number: 9177775107
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (212) 735-5107
Email: Faith.Robinson@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: Attn: Greg T. Norman, Esq.
Address Line 2: Four Times Square
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/2479
NAME OF SUBMITTER:	Greg T. Norman
Signature:	/Greg Norman/
Date:	07/30/2012

Total Attachments: 5
source=TM Security Agreement - WideOpen West Finance, LLC et al to Credit Suisse AG, Cayman#page1.tif
source=TM Security Agreement - WideOpen West Finance, LLC et al to Credit Suisse AG, Cayman#page2.tif
source=TM Security Agreement - WideOpen West Finance, LLC et al to Credit Suisse AG, Cayman#page3.tif
source=TM Security Agreement - WideOpen West Finance, LLC et al to Credit Suisse AG, Cayman#page4.tif
source=TM Security Agreement - WideOpen West Finance, LLC et al to Credit Suisse AG, Cayman#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 17, 2012, is entered into by and among WIDEPENWEST FINANCE, LLC, a Delaware limited liability company, SIGECOM, LLC, an Indiana limited liability company, each located at 7887 East Bellevue Avenue, Suite 1000, Englewood, Colorado, KNOLOGY, INC., a Delaware corporation, KNOLOGY OF KANSAS, INC., a Delaware corporation, KNOLOGY BROADBAND, INC., a Delaware corporation, each located at 1241 O.G. Skinner Drive, West Point, Georgia 31833, (each individually, a "Grantor", and collectively, the "Grantors"), and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, a Swiss bank located at Eleven Madison Avenue, New York, New York 10010, as Administrative Agent pursuant to that certain Security Agreement, dated as of July 17, 2012, between the Administrative Agent and Grantors, amongst others (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and pursuant to that certain Credit Agreement, dated as of July 17, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among WideOpenWest Finance, LLC, the Parent Guarantors signatory thereto, the lending institutions from time to time party thereto and the Administrative Agent. Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Security Agreement, each Grantors is granting a security interest to the Administrative Agent in certain Collateral, including but not limited to the Trademarks set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Administrative Agent hereby agree as follows:

1. Grant of Security Interest

(a) Each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in the Trademarks and Trademark Licenses (each as defined in the Security Agreement), whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations. The foregoing security interest shall include, without limitation, all trademarks referred to on Schedule A, the right to obtain all renewals thereof and all goodwill associated therewith or symbolized thereby, but shall in no case extend to any trademark or service mark applications filed in the United States Patent and Trademark Office on the basis of any Grantor's intent to use such trademark or service mark, unless and until acceptable evidence of use of such trademark or service mark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or 1(d) of the Lanham Act (15 U.S.C., et. seq.), to the extent that granting a security interest in such application prior to such filing would adversely affect the validity or enforceability or result in cancellation of such trademark or service mark application; provided that, once such acceptable evidence has been filed and the granting of a security interest in such application would not adversely affect the validity or enforceability or result in cancellation of the application, each Grantor acknowledges that such Grantor's interest in such trademark or service mark application shall automatically be subject to a security interest in favor of the Administrative Agent and shall be included in the Collateral.

(b) The security interest granted hereby is granted concurrently and in conjunction with the Security Interest granted to the Administrative Agent under the Security Agreement. The rights and remedies of the Administrative Agent with respect to the security interest granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference as if fully set forth herein, and are in addition to those rights and remedies which are now or hereafter available to the Administrative Agent as a matter of law or equity. The exercise by the Administrative Agent of any one or more of the rights, powers or privileges provided for in this Agreement, in the Security Agreement, or now or hereafter existing at law or in equity shall not preclude any other or further exercise by any person, including the Administrative Agent, of any or all other rights, powers or privileges. In the event that any of the provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

4. Recordation

Each Grantor authorizes and requests that the USPTO Commissioner of Trademarks record this Agreement.

5. Termination; Release of Security Interest

Upon termination of the Security Interest in Trademarks in accordance with the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to each Grantor, at such Grantor's expense, an instrument in writing in recordable form releasing the security interest in the Trademarks under this Agreement. Any execution and delivery of termination statements, releases or other documents pursuant to this Section 5 shall be without recourse to, or warranty by, the Administrative Agent or any other Secured Party.

6. Counterparts

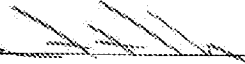
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic image scan transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Page Follows]


IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

WIDOPENWEST FINANCE, LLC
SIGECOM, LLC

By: 
Name:
Title:

KNOLOGY, INC.
KNOLOGY OF KANSAS, INC.
KNOLOGY BROADBAND, INC.

By: 
Name:
Title:

ADMINISTRATIVE AGENT:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Administrative Agent


By: _____
Name:
Title:

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

Schedule A to TRADEMARK SECURITY AGREEMENT

Trademark Applications and Registrations

<u>Mark</u>	<u>App./Reg. No.</u>	<u>App./Reg. Date</u>	<u>Owner</u>
KNOLOGY MAKES SENSE	Reg. No. 3042899	January 10, 2006	Knology, Inc.
KNOLOGY MEANS BUSINESS	Reg. No. 3134908	August 29, 2006	Knology, Inc.
HOT SPOT FOR KNOLOGY	Reg. No. 3841228	August 31, 2010	Knology, Inc.
WE'RE ALL CONNECTED	Reg. No. 3618196	May 12, 2009	Knology, Inc.
FLEXCONNECT	Reg. No. 3566697	January 27, 2009	Knology, Inc.
B.Y.O.B.	Reg. No. 3061747	February 28, 2006	Knology, Inc.
BUILD YOUR OWN BUNDLE	Reg. No. 3072515	March 28, 2006	Knology, Inc.
BROADBAND MAN	Reg. No. 3037903	January 3, 2006	Knology of Kansas, Inc.
WAVE RUNNER	Reg. No. 3261084	July 10, 2007	Knology of Kansas, Inc.
BROADBAND MAN & Design	Reg. No. 3035265	December 27, 2005	Knology of Kansas, Inc.
WORLD CLASS BROADBAND, HOMETOWN CARE	Reg. No. 3601113	April 7, 2009	Knology of Kansas, Inc.
SUNFLOWER BROADBAND	Reg. No. 2701234	March 25, 2003	Knology of Kansas, Inc.
GEEKS ON WHEELS	Reg. No. 2046145	March 18, 1997	Knology of Kansas, Inc.
KNOLOGY	Reg. No. 2237536	April 6, 1999	Knology Broadband, Inc.
WOW! ENHANCED TV	App. No. 85/350759 Pending ITU	June 20, 2011	Wideopenwest Finance, LLC**
WOW! ULTRA TV	App. No. 85348036 Pending ITU	June 16, 2011	Wideopenwest Finance, LLC
MODERN LIFE MADE EASY	Reg. No. 3341752	November 20, 2011	Wideopenwest Finance, LLC**
ITS BETTER TO BUNDLE	Reg. No. 3096745	May 23, 2006	Wideopenwest Finance, LLC**
SIGECOM	Reg. No. 2582619	June 18, 2002	Sigecom, LLC**
DESIGN ONLY 	Reg. No. 2587478	July 2, 2012	Sigecom, LLC**

** These trademarks are not material and will be abandoned in the ordinary course of business.