

## 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
Grande Communications Networks LLC		05/31/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Collateral Agent for the Secured Parties		
Street Address:	3333 Peachtree Road		
Internal Address:	6th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Banking corporation: GEORGIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3755303	CHEETAH	
Registration Number:	2930827	G	
Registration Number:	2632755	G GRANDE COMMUNICATIONS	
Registration Number:	2782267	G GRANDE COMMUNICATIONS	
Registration Number:	2779978	G GRANDE COMMUNICATIONS FOR YOU, THE WOR	
Registration Number:	2782266	G GRANDE COMMUNICATIONS VISUAL VOICE VEL	
Registration Number:	3917386	GFORCE	
Registration Number:	2514442	GRANDE COMMUNICATIONS	
Registration Number:	3481649	GRANDEVISION	
Registration Number:	3273072	TEXAS TRIPLE PLAY	
Registration Number:	4095695	GRANDE COMMUNICATIONS	
CORRESPONDENCE DATA			

Fax Number: 4045818330

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 404-581-8275

Email: srbrown@jonesday.com

Correspondent Name: Sidney R. Brown, Jones Day

Address Line 1: 1420 Peachtree Street, NE

Address Line 2: Suite 800

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	566957-640044
NAME OF SUBMITTER:	Sidney R. Brown/
Signature:	/Sidney R. Brown/
Date:	05/31/2013

**Total Attachments: 6**

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## Trademark Security Agreement

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of May 31, 2013 (this "Security Agreement"), is made by GRANDE COMMUNICATIONS NETWORKS LLC, a Delaware limited liability company (the "Grantor"), in favor of SUNTRUST BANK, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

**WHEREAS**, Grande Parent LLC, a Delaware limited liability company ("Holdings") and Grande Communications Networks LLC, a Delaware limited liability company (the "Borrower") have entered into that certain Credit Agreement dated as of May 31, 2013 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by and among Holdings, the Borrower, the lenders from time to time parties thereto and the Collateral Agent, providing for, among other things, revolving credit and term loan facilities subject to the terms set forth therein; and

**WHEREAS**, in connection with the Credit Agreement, the Borrower, Holdings and certain of the Borrower's Restricted Subsidiaries have entered into that certain Guaranty and Security Agreement dated as of May 31, 2013 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Collateral Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

**Section 1 Defined Terms.** Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

**Section 2 Grant of Security Interest in Trademark Collateral.** The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties, a security interest in, the Trademark registrations and applications for the registration of Trademarks set forth on Schedule I hereto (the "Trademark Collateral"). Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any intent to use trademark applications prior to the filing and acceptance with the United States Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

**Section 3 Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

**Section 4**      **Termination.** This Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations and the termination of all commitments to extend credit in connection therewith. Upon the termination of this Security Agreement, the Collateral Agent shall, at the sole cost and expense of the Loan Parties, execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

**Section 5**      **Counterparts.** This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart to this Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

**Section 6**      **Governing Law.** THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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

**GRANDE COMMUNICATIONS  
NETWORKS LLC**

By: \_\_\_\_\_

Name: John Feehan  
Title: Chief Financial Officer

Acknowledged and Agreed to as of the date hereof:

**COLLATERAL AGENT:**

**SUNTRUST BANK**

By:                     KM                    

Name: Kevin Curtin

Title: Director






[Grande – Trademark Security Agreement]


**TRADEMARK  
REEL: 005038 FRAME: 0607**

**SCHEDULE I**

**Trademarks**

**I. REGISTERED AND ISSUED TRADEMARKS**

<b>Grantor</b>	<b>Mark</b>	<b>Jurisdiction</b>	<b>App. No./ Reg. No.</b>	<b>Filing Date / Registration Date</b>
Grande Communications Networks LLC	CHEETAH	U.S. Federal	3755303	3/2/10
Grande Communications Networks LLC	G (Stylized) 	U.S. Federal	2930827	3/8/05
Grande Communications Networks LLC	G GRANDE COMMUNICATIONS 	U.S. Federal	2632755	10/8/02
Grande Communications Networks LLC	G GRANDE COMMUNICATIONS 	U.S. Federal	2782267	11/11/03
Grande Communications Networks LLC	G GRANDE COMMUNICATIONS FOR YOU, THE WORLD and Design 	U.S. Federal	2779978	11/4/03
Grande Communications Networks LLC	G GRANDE COMMUNICATIONS VISUAL VOICE VELOCITY and Design 	U.S. Federal	2782266	11/11/03
Grande Communications Networks LLC	GFORCE	U.S. Federal	3917386	2/8/11
Grande Communications Networks LLC	GRANDE COMMUNICATIONS	U.S. Federal	2514442	12/4/01
Grande	GRANDEVISION	U.S. Federal	3481649	8/5/08

Grantor	Mark	Jurisdiction	App. No./ Reg. No.	Filing Date / Registration Date
Communications Networks LLC				
Grande Communications Networks LLC	TEXAS TRIPLE PLAY	U.S. Federal	3273072	7/31/07
Grande Communications Networks LLC	GRANDE COMMUNICATIONS 	U.S. Federal	4095695	2/07/12

II. TRADEMARK APPLICATIONS

NONE