

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
James Cable, LLC		07/02/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BCI James Cable, LLC		
Street Address:	One Manhattanville Road		
City:	Purchase		
State/Country:	NEW YORK		
Postal Code:	10577		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3227410	COMMUNICOMM	
Registration Number:	2201183	COMMUNICOMM	
Registration Number:	2248205		
CORRESPONDENCE DATA			
Fax Number:	4045725135		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-572-3458		
Email:	slake@kslaw.com		
Correspondent Name:	Susan Lake, Paralegal		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	09636-015089		

NAME OF SUBMITTER:	Susan Lake
Signature:	/Susan Lake/
Date:	07/03/2013
<b>Total Attachments: 5</b> source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif source=Trademark Assignment#page5.tif	

## TRADEMARK ASSIGNMENT

This Trademark Assignment ("*Assignment*") is made and entered into as of July 2, 2013 by and between, BCI James Cable, LLC (as assignee and successor-in-interest to BCI Broadband, LLC), a Delaware limited liability company ("*Assignee*"), and James Cable, LLC, a Delaware limited liability company ("*Assignor*").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of March 22, 2013 (the "*Agreement*"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor various assets, including without limitation, the trademarks set forth on Schedule A hereto and described below; and

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to such trademarks, together with the goodwill of the business symbolized by and associated therewith.

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below and the Agreement, the payment of \$1 from Assignee to Assignor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the trademarks set forth on Schedule A (the "*Marks*"), together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registrations for the Marks, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all rights to income, royalties, and license fees deriving from the Marks, all claims for damages by reason of past, present and future infringements of the Marks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **GENERAL.**

2.1 **Severability.** In the event that any provision or term of this Assignment, or any word, phrase, clause, sentence or other portion thereof is held to be unenforceable or invalid for any reason, such provision or portion thereof will be modified or deleted in such a manner as to make this Assignment, as modified, legal and enforceable to the fullest extent permitted under applicable laws.

2.2 **Entire Agreement.** This Assignment, including the schedule attached hereto and other agreements and documents referred to herein, contains the entire agreement and understanding of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, oral and written, among the parties with respect to such subject matter. To the extent any provision of this Assignment conflicts with any provision of the Agreement, the Agreement will govern.

2.3 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.

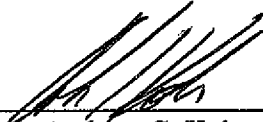
2.4 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

*[Signature Page Follows]*

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

**“Assignee”**

**BCI JAMES CABLE, LLC**

By:   
Name: Andrew C. Kober  
Title: Executive Vice President, Chief Financial Officer and Assistant Secretary

**“Assignor”**

**JAMES CABLE, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

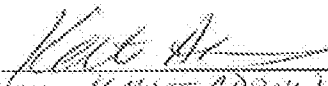
"Assignee"

BCI JAMES CABLE, LLC

By: \_\_\_\_\_  
Name: Andrew C. Kober  
Title: Executive Vice President, Chief Financial  
Officer and Assistant Secretary

"Assignor"

JAMES CABLE, LLC

By:  \_\_\_\_\_  
Name: KEITH ADAMS  
Title: CEO

*Signature Page to Trademark Assignment*

**SCHEDULE A**

**MARKS**

<b>Serial No.</b>	<b>Registration No.</b>	<b>Mark</b>
78852556	3227410	COMMUNICOMM
75317503	2201183	COMMUNICOMM
75316878	2248205	