

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM457068

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Atlantic Broadband Finance, LLC		01/04/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
<b>Street Address:</b>	Eleven Madison Avenue		
<b>Internal Address:</b>	9th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2997268	ATLANTIC BROADBAND	
<b>Registration Number:</b>	2997251	ATLANTIC BROADBAND	
<b>Registration Number:</b>	4858877	METROCAST	
<b>Registration Number:</b>	3237906	METROCAST	
<b>Registration Number:</b>	3022975	METROCAST	
<b>Registration Number:</b>	4453991	METROCAST BUSINESS SERVICES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	james.murray@wolterskluwer.com		
<b>Correspondent Name:</b>	Jim Murray		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera		
<b>SIGNATURE:</b>	/Elaine Carrera/		
<b>DATE SIGNED:</b>	01/05/2018		

OP \$165.00 2997268

**Total Attachments: 6**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**  
Atlantic Broadband Finance, LLC

Individual(s)       Association  
 Partnership       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other LLC-DE \_\_\_\_\_  
Citizenship (see guidelines) USA \_\_\_\_\_  
Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  
Additional names, addresses, or citizenship attached?  No

Name: Credit Suisse AG, Cayman Islands Branch, as Collateral Agent  
Street Address: Eleven Madison Avenue, 9th Floor  
City: New York  
State: NY  
Country: USA Zip: 10010

Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other Bank \_\_\_\_\_ Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance/Execution Date(s) :**  
Execution Date(s) January 4, 2018

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**  
A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_  
See Schedule A

B. Trademark Registration No.(s) \_\_\_\_\_  
See Schedule A  
Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**  
Name: Elaine Carrera, Legal Assistant  
Internal Address: \_\_\_\_\_  
Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street  
City: New York  
State: NY Zip: 10005  
Phone Number: (212) 701-3365  
Docket Number: \_\_\_\_\_  
Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:** 6

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ \_\_\_\_\_

Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**  
Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:** Elaine Carrera Signature \_\_\_\_\_ Date January 5, 2018  
Elaine Carrera  
Name of Person Signing \_\_\_\_\_ Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated January 4, 2018, is made by the Person listed on the signature pages hereof (the "Grantor") in favor of Credit Suisse AG, Cayman Islands Branch ("Credit Suisse"), as Collateral Agent (the "Collateral Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, Cogeco Communications (USA) II LP, a Delaware limited partnership (the "Term Borrower"), Atlantic Broadband Finance, LLC, a Delaware limited liability company (the "Revolving Borrower" and, together with the Term Borrower, the "Borrowers," and each individually, a "Borrower"), Atlantic Broadband Holdings, Inc., a Delaware corporation ("Holdings"), Credit Suisse, as Administrative Agent and Collateral Agent, each L/C Issuer from time to time party thereto, each Lender from time to time party thereto and each other party thereto have entered into the Credit Agreement dated as of January 4, 2018 (the "Closing Date") (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements to the Borrowers upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of the Grantor's right, title and interest in and to the following (the "Collateral"):

the registered Trademarks (as defined in the Security Agreement) set forth in Schedule A hereto (excluding any Excluded Property).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this Trademark Security Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by the Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable

or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, each 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.

**ATLANTIC BROADBAND FINANCE, LLC,**  
as Grantor

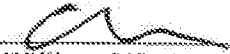
By:  \_\_\_\_\_

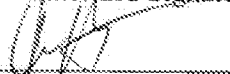
Name: Patrick Bratton  
Title: Senior Vice President and  
Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006244 FRAME: 0444**

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH,  
as Collateral Agent

By:   
Name: William O'Daly  
Title: Authorized Signatory

By:   
Name: D. Andrew Maletta  
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006244 FRAME: 0445**

SCHEDULE A

United States Trademark Registrations

<b>Registered owner/ Grantor</b>	<b>Trademark</b>	<b>Registration No.</b>
Atlantic Broadband Finance, LLC	ATLANTIC BROADBAND & Design	2997268
Atlantic Broadband Finance, LLC	ATLANTIC BROADBAND	2997251
Metrocast Cablevision Of New Hampshire,LLC <sup>1</sup>	METROCAST	4858877
Metrocast Cablevision Of New Hampshire,LLC <sup>2</sup>	METROCAST & Design	3237906
Metrocast Cablevision Of New Hampshire,LLC <sup>3</sup>	METROCAST & Design	3022975
Metrocast Cablevision Of New Hampshire,LLC <sup>4</sup>	METROCAST BUSINESS SERVICES & Design	4453991

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<sup>1</sup> To be transferred to Atlantic Broadband Finance, LLC pending the closing of the transaction.

<sup>2</sup> To be transferred to Atlantic Broadband Finance, LLC pending the closing of the transaction.

<sup>3</sup> To be transferred to Atlantic Broadband Finance, LLC pending the closing of the transaction.

<sup>4</sup> To be transferred to Atlantic Broadband Finance, LLC pending the closing of the transaction.