

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cable America Missouri LLC		02/27/2014	Limited Liability Company: DELAWARE
Digital Cable America LLC		02/27/2014	Limited Liability Company: DELAWARE
Cable America Properties LLC		02/27/2014	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION		
Street Address:	1420 Fifth Avenue, 7th Floor		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98101		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1755742	CABLEAMERICA	
Registration Number:	2372293	DIGITAL CABLEAMERICA	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<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>			
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NAME OF SUBMITTER:	Seth H. Reagan		
SIGNATURE:	/Seth H. Reagan/		
DATE SIGNED:	05/01/2020		

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GUARANTEE AND COLLATERAL AGREEMENT

made by

**CABLE AMERICA MISSOURI, LLC
DIGITAL CABLEAMERICA LLC
CABLE AMERICA PROPERTIES LLC
ALAN C. JACKSON,
as Trustee of the Alan C. Jackson Revocable Trust Dated June 26, 1997
ERIC W. JACKSON,
as Trustee of the Eric W. Jackson Revocable Trust Dated June 26, 1997, and
CHRISTOPHER A. DYREK,
as Trustee of The Melis Trust Dated April 18, 2003
ALAN C. JACKSON
ERIC W. JACKSON
CHRISTOPHER A. DYREK
BIJEN LOKMANHEKIM DYREK**

in favor of

U.S. BANK NATIONAL ASSOCIATION

Dated as of February 27, 2014

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GUARANTEE AND COLLATERAL AGREEMENT

THIS GUARANTEE AND COLLATERAL AGREEMENT, dated as of February 27, 2014, is made by CABLE AMERICA MISSOURI, LLC, a Delaware limited liability company (“Borrower”), DIGITAL CABLEAMERICA LLC, a Delaware limited liability company and CABLE AMERICA PROPERTIES LLC, a Delaware limited liability company (“Subsidiary Guarantors” and collectively with Borrower, “Grantors”), ALAN C. JACKSON, as Trustee of the Alan C. Jackson Revocable Trust Dated June 26, 1997, ERIC W. JACKSON, as Trustee of the Eric W. Jackson Revocable Trust Dated June 26, 1997, and CHRISTOPHER A. DYREK, as Trustee of The Melis Trust Dated April 18, 2003 (“Trusts”), ALAN C. JACKSON, a married man as to his separate estate, ERIC W. JACKSON, a married man as to his separate estate, and CHRISTOPHER A. DYREK and BIJEN LOKMANHEKIM DYREK, husband and wife, (collectively with the Trusts, the “Individual Guarantors” and collectively with Subsidiary Guarantors, “Guarantors”), in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (“U.S. Bank”).

RECITALS

A. Pursuant to that certain Credit Agreement of even date herewith between Borrower and U.S. Bank (together with all amendments, supplements, exhibits and modifications thereto, the “Credit Agreement”), U.S. Bank has agreed to extend credit to Borrower upon the terms and subject to the conditions set forth therein.

B. The Trusts own all of the membership interest in Borrower, which is a member of an affiliated group of companies that includes each Grantor. Each Guarantor will derive substantial direct and indirect benefit from the extensions of credit to Borrower under the Credit Agreement.

C. It is a condition precedent to the obligation of U.S. Bank to extend credit to Borrower under the Credit Agreement that Grantors and Guarantors shall have executed and delivered this Agreement to U.S. Bank.

NOW, THEREFORE, in consideration of the premises and to induce U.S. Bank to enter into the Credit Agreement and to extend credit to Borrower thereunder, each Grantor and Guarantor hereby agrees with U.S. Bank as follows:

AGREEMENT

1. DEFINED TERMS

1.1 Definitions

(a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement, and the following terms are used herein as defined in the Washington UCC: Accounts, Certificated

Security, Chattel Paper, Commercial Tort Claims, Documents, Equipment, Farm Products, General Intangibles, Instruments, Inventory, Letter-of-Credit Rights and Supporting Obligations.

(b) The following terms shall have the following meanings:

“Agreement” has the meaning set forth in the preamble to this Agreement and includes all amendments, supplements, exhibits and modifications thereto.

“Borrower Obligations” means the collective reference to the unpaid principal of and interest on the Loans and all other obligations and liabilities of Borrower (including, without limitation, interest accruing at the then applicable rate provided in the Credit Agreement after the maturity of the Loans and interest accruing at the then applicable rate provided in the Credit Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) to U.S. Bank and in the case of any Rate Management Transaction, any affiliate of U.S. Bank, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Credit Agreement, this Agreement, the other Loan Documents, any Rate Management Transaction or any other document made, delivered or given in connection with any of the foregoing, in each case whether on account of principal, interest, reimbursement obligations, fees, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to U.S. Bank that are required to be paid by Borrower pursuant to the terms of any of the foregoing agreements).

“Capital Stock” means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, membership interest in a limited liability company, partnership interest in a partnership and any and all equivalent ownership interests in a Person, and any and all warrants, rights or options to purchase any of the foregoing.

“Collateral” has the meaning set forth in Section 3.

“Collateral Account” means any collateral account established by U.S. Bank as provided in Section 6.1 or 6.4.

“Copyrights” means (a) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed in Schedule 6), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, and (b) the right to obtain all renewals thereof.

“Copyright Licenses” means any written agreement naming any Grantor as licensor or licensee (including, without limitation, those listed in Schedule 6), granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.

“Deposit Account” has the meaning set forth in the Uniform Commercial Code of any applicable jurisdiction and, in any event, including, without limitation, any demand, time, savings, passbook or like account maintained with a depository institution.

“Dodd-Frank Swap Obligation” shall mean, with respect to any Person, any obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of section 1a(47) of the Commodity Exchange Act.

“Excluded Swap Obligation” shall mean, with respect to any Guarantor, any Dodd-Frank Swap Obligation if, and to the extent that, all or a portion of the guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, as applicable, such Dodd-Frank Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor’s failure for any reason to constitute an “eligible contract participant” as defined in the Commodity Exchange Act and the regulations thereunder at the time the Guarantee of such Guarantor or the grant of such security interest becomes effective with respect to such Dodd-Frank Swap Obligation. If a Dodd-Frank Swap Obligation arises under a master agreement governing more than one Rate Management Transaction, such exclusion shall apply only to the portion of such Dodd-Frank Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal.

“Intellectual Property” means the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

“Investment Property” means the collective reference to (a) all “investment property” as such term is defined in Section 9A-102(a)(49) of the Washington UCC and (b) whether or not constituting “investment property” as so defined and all Pledged Stock.

“Issuers” means the collective reference to each issuer of any Investment Property.

“Licenses” means all personal and real property leases, licenses, permits, pole attachment agreements, franchise agreements, easements (other than a general public utility easement), right of entry agreements, bulk service agreements, (including, without limitation, all FCC Licenses and Franchises Agreements, as such terms are defined in the Credit Agreement).

“Patents” means (a) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to in Schedule 6, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the

foregoing referred to in Schedule 6, and (b) all rights to obtain any reissues or extensions of the foregoing.

“Patent License” means all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule 6.

“Pledged Stock” means the shares of Capital Stock listed on Schedule 2, together with any other shares, stock certificates, options, interests or rights of any nature whatsoever in respect of the Capital Stock of any Person that may be issued or granted to, or held by, any Grantor while this Agreement is in effect.

“Proceeds” means all “proceeds” as such term is defined in Section 9A-102(a)(64) of the Washington UCC and, in any event, shall include, without limitation, all dividends or other income from the Investment Property, collections thereon or distributions or payments with respect thereto.

“Receivable” means any right to payment for goods sold or leased or for services rendered, whether or not such right is evidenced by an Instrument or Chattel Paper and whether or not it has been earned by performance (including, without limitation, any Account).

“Qualified ECP Guarantor” means in respect of any Dodd-Frank Swap Obligation, each Loan Party that, at the time the relevant guarantee (or grant of the relevant security interest, as applicable) becomes or would become effective with respect to such Dodd Frank Swap Obligation, has total assets exceeding \$10,000,000 or such other person as constitutes an “eligible contract participant” under the Commodity Exchange Act or any regulations promulgated thereunder and which may cause another person to qualify as an “eligible contract participant” with respect to such Dodd-Frank Swap Obligation at such time by entering into a keepwell pursuant to section 1a(18)(A)(v)(II) of the Commodity Exchange Act (or any successor provision thereto).

“Secured Obligations” means (a) the Borrower Obligations and (b) without duplication, all obligations and liabilities of such other Grantor which may arise under or in connection with this Agreement (including, without limitation, Section 2) or any other Loan Document to which such Grantor is a party, in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to U.S. Bank that are required to be paid by such Grantor pursuant to the terms of this Agreement or any other Loan Document), in each case, including all extensions or renewals thereof and whether or not from time to time decreased or extinguished and later increased, created, or incurred, and all or any portion of such obligations or liabilities that are paid, to the extent all or any part of such payment is avoided or recovered directly or indirectly from U.S. Bank as a preference, fraudulent transfer, or otherwise, and all obligations of every nature of Borrower and each Grantor from now or hereafter existing under this Agreement. Without limitation, “Secured

Obligations” includes every obligation, covenant and agreement of Borrower under any agreement between Borrower and U.S. Bank (or its affiliate, as applicable), whether or not in writing, relating to (a) funds transfers, whether by Fedwire, Automated Clearing House or other means, and (b) granting provisional credit for deposits or paying checks, drafts or other instruments. Notwithstanding the foregoing, the Secured Obligations of any Guarantor shall not include any Excluded Swap Obligations of such Guarantor.

“Securities Act” means the Securities Act of 1933, as amended.

“Trademarks” means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule 6, and (b) the right to obtain all renewals thereof.

“Trademark License” means any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 6.

“Washington UCC” means the Uniform Commercial Code as from time to time in effect in the State of Washington.

1.2 Other Definitional Provisions

(a) The words “hereof,” “herein”, “hereto” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section and Schedule references are to this Agreement unless otherwise specified.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(c) Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor’s Collateral or the relevant part thereof.

2. GUARANTEE

2.1 Guarantee

(a) Each Guarantor hereby jointly and severally, unconditionally and irrevocably, guarantees to U.S. Bank and its successors, indorsees, transferees and assigns, the prompt and complete payment and performance by Borrower when due (whether at the stated

maturity, by acceleration or otherwise) of the Borrower Obligations (other than any Excluded Swap Obligations of such Guarantor). All amounts payable by Guarantors on demand shall accrue interest at the applicable rate provided for in the Credit Agreement from the date U.S. Bank makes demand upon Guarantor for payment hereunder through the date Guarantor satisfies Guarantor's obligations hereunder, plus costs and expenses of collection recoverable by U.S. Bank from Guarantor pursuant to the terms of this Agreement.

(b) Anything herein or in any other Loan Document to the contrary notwithstanding, the maximum liability of each Guarantor hereunder and under the other Loan Documents shall in no event exceed the amount which can be guaranteed by such Guarantor under applicable federal and state laws relating to the insolvency of debtors (after giving effect to the right of contribution established in Section 2.3).

(c) Each Guarantor agrees that the Borrower Obligations may at any time and from time to time exceed the amount of the liability of such Guarantor hereunder without impairing the guarantee contained in this Section 2 or affecting the rights and remedies of U.S. Bank.

(d) The guarantee contained in this Section 2 shall remain in full force and effect until all Borrower Obligations and the obligations of each Guarantor under the guarantee contained in this Section 2 (without duplication) shall have been satisfied by payment in full, and the obligations of U.S. Bank to make the Loans shall be terminated, notwithstanding that from time to time during the term of the Credit Agreement Borrower may be free from any Borrower Obligations.

(e) No payment made by Borrower, any Guarantor, any other guarantor or any other Person or received or collected by U.S. Bank from Borrower, any Guarantor, any other guarantor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Borrower Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Guarantor hereunder which shall, notwithstanding any such payment (other than any payment made by such Guarantor in respect of the Borrower Obligations after demand has been made on Guarantor for payment hereunder or any payment received or collected from such Guarantor in respect of the Borrower Obligations), remain liable for the Borrower Obligations up to the maximum liability of such Guarantor hereunder until the Borrower Obligations are paid in full and the obligations of U.S. Bank to make the Loans shall be terminated.

2.2 The Keepwell

Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally, and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Guarantor to honor all of its obligations under its guarantee hereunder in respect of any Dodd-Frank Swap Obligation (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section 2.2 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under

this Section 2.2, or otherwise under this Agreement, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section shall remain in full force and effect until the payment in full and discharge of the Borrower Obligations. Each Qualified ECP Guarantor intends that this Section 2.2 constitute, and this Section 2.2 shall be deemed to constitute, a “keepwell, support, or other agreement” for the benefit of each other Guarantor for all purposes of section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

2.3 Right of Contribution

Each Guarantor hereby agrees that to the extent that a Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Guarantor shall be entitled to seek and receive contribution from and against any other Guarantor hereunder which has not paid its proportionate share of such payment. Each Guarantor’s right of contribution shall be subject to the terms and conditions of Section 2.4. The provisions of this Section shall in no respect limit the obligations and liabilities of any Guarantor to U.S. Bank, and each Guarantor shall remain liable to U.S. Bank for the full amount guaranteed by such Guarantor hereunder.

2.4 No Subrogation

Notwithstanding any payment made by any Guarantor hereunder or any set-off or application of funds of any Guarantor by U.S. Bank, no Guarantor shall be entitled to be subrogated to any of the rights of U.S. Bank against Borrower or any other Guarantor or any collateral security or guarantee or right of offset held by U.S. Bank for the payment of the Borrower Obligations, nor shall any Guarantor seek or be entitled to seek any contribution or reimbursement from Borrower or any other Guarantor in respect of payments made by such Guarantor hereunder, until the Borrower Obligations are paid in full. If any amount shall be paid to any Guarantor on account of such subrogation rights at any time when all of the Borrower Obligations shall not have been paid in full, such amount shall be held by such Guarantor in trust for U.S. Bank, segregated from other funds of such Guarantor, and shall, forthwith upon receipt by such Guarantor, be turned over to U.S. Bank in the exact form received by such Guarantor (duly indorsed by such Guarantor to U.S. Bank, if required), to be applied against Borrower Obligations, whether matured or unmatured, in such order as U.S. Bank may determine.

2.5 Amendments, etc. with Respect to Borrower Obligations

Each Guarantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against any Guarantor and without notice to or further assent by any Guarantor, any demand for payment of any Borrower Obligation made by U.S. Bank may be rescinded by U.S. Bank and any Borrower Obligation continued, or the liability of any other Person upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by U.S. Bank, and the Credit Agreement and the other Loan Documents and any other

documents executed and delivered in connection therewith may be amended, modified, supplemented or terminated, in whole or in part, as U.S. Bank may deem advisable from time to time, and any collateral security, guarantee or right of offset at any time held by U.S. Bank for the payment of the Borrower Obligations may be sold, exchanged, waived, surrendered or released. U.S. Bank shall have no obligation to protect, secure, perfect or insure any Lien at any time held by it as security for the Borrower Obligations or for the guarantee contained in this Section 2 or any property subject thereto.

2.6 Guarantee Absolute and Unconditional

Each Guarantor waives any and all notice of the creation, renewal, extension or accrual of any of Borrower Obligation and notice of or proof of reliance by U.S. Bank upon the guarantee contained in this Section 2 or acceptance of the guarantee contained in this Section 2. The Borrower Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon the guarantee contained in this Section 2; and all dealings between Borrower and any Guarantor, on the one hand, and U.S. Bank, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon the guarantee contained in this Section 2. Each Guarantor waives diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon Borrower or any Guarantor with respect to the Borrower Obligations. Each Guarantor understands and agrees that the guarantee contained in this Section 2 shall be construed as a continuing, absolute and unconditional guarantee of payment without regard to (a) the validity or enforceability of the Credit Agreement or any other Loan Document, any of the Borrower Obligations or any other collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by U.S. Bank, (b) any defense, set-off or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by Borrower or any other Person against U.S. Bank, or (c) any other circumstance whatsoever (with or without notice to or knowledge of Borrower or such Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of Borrower for Borrower Obligations, or of such Guarantor under the guarantee contained in this Section 2, in bankruptcy or in any other instance. When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any Guarantor, U.S. Bank may, but shall be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as it may have against Borrower, any other Guarantor or any other Person or against any collateral security or guarantee for Borrower Obligations or any right of offset with respect thereto, and any failure by U.S. Bank to make any such demand, to pursue such other rights or remedies or to collect any payments from Borrower, any other Guarantor or any other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of Borrower, any other Guarantor or any other Person or any such collateral security, guarantee or right of offset, shall not relieve any Guarantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of U.S. Bank against any Guarantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

2.7 Reinstatement

The guarantee contained in this Section 2 shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Borrower Obligation is rescinded or must otherwise be restored or returned by U.S. Bank upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Borrower or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, Borrower or any Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

2.8 Payments

Each Guarantor hereby guarantees that payments hereunder will be paid to U.S. Bank without set-off or counterclaim in U.S. Dollars at U.S. Bank's office as U.S. Bank may designate from time to time.

2.9 Representation and Warranty

Each Guarantor represents and warrants to U.S. Bank that the financial statements of such Guarantor and all schedules and notes included in such financial statements that have been delivered to U.S. Bank are true and correct in all material respects, accurately identify and categorize the separate property and community property owned by such Guarantor as of the dates of such statements, and present fairly the financial position of Guarantor as of the dates of such statements.

3. GRANT OF SECURITY INTEREST

Each Grantor hereby assigns and transfers to U.S. Bank, and hereby grants to U.S. Bank, a security interest in all of the following property 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 "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

- (a) all Accounts;
- (b) all Chattel Paper;
- (c) all contracts and contract rights (including, without limitation, network affiliation agreements, programming contracts, local marketing agreements, time brokerage agreements and retransmission agreement);
- (d) all Deposit Accounts;
- (e) all Documents (other than title documents with respect to vehicles);

(f) all Equipment, including, without limitation, (i) closed transmission paths and associated signal generation, reception, and control equipment designed to provide cable service or broadband telecommunication services which includes video programming, video data, voice, and other IP enabled services owned by such Grantor or leased from third parties, associated therewith, (ii) all right, title and interest in and to any goods or equipment now or hereafter held or used by such Grantor under any lease, lease-purchase, conditional sales, use or similar agreements, (iii) every asset which is or may be necessary or convenient in relation to the operation of Borrower's cable television business, such as, all dishes, antennae, masts, towers, transmitters, receivers, head-end equipment, electronic equipment, studio equipment, maintenance inventory, test equipment, recordings, vehicles, tools, fixtures, maps, diagrams, and engineering and technical data, and (iv) all additions, substitutions, and replacements of any of the foregoing, together with all attachments, components, parts, accessories, improvements, upgrades, and accessories installed thereon or affixed thereto

(g) all Fixtures;

(h) all General Intangibles;

(i) all Instruments;

(j) all Intellectual Property;

(k) all Inventory;

(l) all Investment Property;

(m) all Letter-of-Credit Rights;

(n) all Leases;

(o) all Licenses (including without limitation all FCC Licenses, Franchises, and Franchise Agreements, as defined in the Credit Agreement), and including all proceeds from the FCC authorized sale, assignment, or transfer of such Licenses;

(p) to the extent and only to the extent that Grantor is lawfully permitted to grant a security interest therein, all of Grantor's rights to broadcast programs of any kind, whether held under license, lease, agreement, contract or otherwise, including, without limitation, all rights for sports productions, news coverage and other media products, and Grantor's rights to all audio tapes, files, recordings and other materials constituting or embodying such programming or rights, whether now owned or hereafter acquired by Grantor, or in which Grantor may now have or hereafter acquire an interest;

(q) Commercial Tort Claims;

(r) all other personal property not otherwise described above (except for any property specifically excluded from any clause in this section above, and any property specifically excluded from any defined term used in any clause of this section above);

(s) all books and records pertaining to the Collateral; and

(t) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided, however, that notwithstanding any of the other provisions set forth in this Section 3, (i) the Collateral shall include licenses issued by the FCC to Grantor to the extent, but only to the extent, that such Grantor is permitted by law to grant a security interest therein pursuant to the Communications Act of 1934, as amended, but the Collateral shall include, to the maximum extent permitted by Applicable Law, all rights incident or appurtenant to the licenses issued by the FCC to Grantor and the rights to receive all monies, proceeds or other consideration derived from or in connection with any sale, assignment or transfer of any of such FCC Licenses, (ii) this Agreement shall not constitute a grant of a security interest in any other License or non-Material Franchise Agreement (but the Collateral shall include, to the maximum extent permitted by Applicable Law, all rights incident or appurtenant to such Licenses and non-Material Franchise Agreements and the rights to receive all monies, proceeds or other consideration derived from or in connection with any sale, assignment or transfer of any of such Licenses and non-Material Franchise Agreements), to the extent that grant of a security interest in such License or non-Material Franchise Agreement (X) is prohibited by any Applicable Law of a Governmental Body or requires a consent not obtained of any Governmental Body pursuant to such Applicable Law, or (Y) with respect to any non-Material Franchise Agreement, constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, agreement, instrument or other document evidencing or giving rise to such non-Material Franchise Agreement, except to the extent that such Applicable Law or the term in such contract, license, agreement, instrument or other document or shareholder or similar agreement providing for such prohibition, breach, default or termination or requiring such consent is ineffective under Applicable Law.

4. REPRESENTATIONS AND WARRANTIES

To induce U.S. Bank to enter into the Credit Agreement and to make its extensions of credit to Borrower thereunder, each Grantor hereby represents and warrants to U.S. Bank that:

4.1 Title; No Other Liens

(a) Except for the security interest granted to U.S. Bank pursuant to this Agreement and the Permitted Liens, such Grantor owns each item of the Collateral of such Grantor free and clear of any and all Liens or claims of others. No financing statement or other public notice with respect to all or any part of the Collateral of such Grantor is on file or of record in any public office, except such as have been filed in favor of U.S. Bank pursuant to this Agreement or as are permitted by the Credit Agreement.

(b) Grantor shall promptly upon the request of U.S. Bank use commercially reasonable efforts to cause any mortgagee of real property owned by such Grantor, any

landlord of premises leased by such Grantor, and any warehouseman or other bailee on whose premises any Collateral of such Grantor may be located, to execute and deliver to U.S. Bank instruments in form and substance reasonably satisfactory to U.S. Bank by which such mortgagee, landlord, or warehouseman or other bailee waives its rights in the Collateral of such Grantor.

4.2 Perfected First Priority Liens

The security interests granted pursuant to this Agreement (i) upon completion of the filings and other actions specified on Schedule 3 (which, in the case of all filings and other documents referred to on said Schedule, have been delivered to U.S. Bank in completed and duly executed form) will constitute valid perfected security interests in all of the Collateral in favor of U.S. Bank, as collateral security for the Secured Obligations, enforceable in accordance with the terms hereof, and (ii) are prior to all other Liens on the Collateral in existence on the date hereof except for unrecorded Liens permitted by the Credit Agreement or the prior written consent of U.S. Bank, which have priority over the Liens on the Collateral by operation of law.

4.3 Jurisdiction of Organization; Chief Executive Office

On the date hereof, each Grantor's jurisdiction of organization, identification number from the jurisdiction of organization (if any), and the location of each Grantor's chief executive office or principal place of business or principal residence, as the case may be, are specified on Schedule 4. Grantor has furnished to U.S. Bank a certified charter, certificate of incorporation or other organization document and good standing certificate, dated within 30 days before the date hereof.

4.4 Inventory and Equipment

On the date hereof, (a) the Inventory and the Equipment (other than mobile goods) are kept at the locations listed on Schedule 5 and (b) no Collateral is located outside the United States or is in the possession of any bailee, warehouseman or consignee, except as listed on Schedule 5.

4.5 Farm Products

None of the Collateral constitutes, or is the Proceeds of, Farm Products.

4.6 Investment Property

(a) Each Issuer represents with respect to the shares that constitute Pledged Stock pledged by such Grantor hereunder constitutes all the issued and outstanding shares of all classes of the Capital Stock it owned by such Grantor.

(b) Each Issuer represents that all of its shares that constitute Pledged Stock have been duly and validly issued and are fully paid and nonassessable.

(c) Grantor is the record and beneficial owner of, and has good and marketable title to, the Investment Property pledged by it hereunder, free of any and all Liens or options in favor of, or claims of, any other Person, except the security interest created by this Agreement and the other Liens permitted to exist on the Collateral by the Credit Agreement.

4.7 Receivables

(a) No amount payable to such Grantor under or in connection with any Receivable in an amount in excess of \$10,000 individually for any Account debtor is evidenced by any Instrument or Chattel Paper which has not been delivered to U.S. Bank.

(b) None of the obligors on any Receivables is a Governmental Authority.

(c) The amounts represented by a Grantor from time to time as owing to such Grantor in respect of the Receivables will at such times, to Grantor's knowledge, be accurate.

4.8 Intellectual Property

(a) Schedule 6 lists all registered Intellectual Property owned by Grantor in its own name on the date hereof.

(b) On the date hereof, all material Intellectual Property owned by Grantor, or, to the knowledge of such Grantor with respect to Intellectual Property licensed by such Grantor, is valid, subsisting, unexpired and enforceable, has not been abandoned and, to the knowledge of such Grantor, does not infringe the intellectual property rights of any other Person.

(c) Except as set forth in Schedule 6, on the date hereof, none of the material Intellectual Property is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor.

(d) No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any material Intellectual Property in any respect that could reasonably be expected to result in a Material Adverse Effect.

(e) No action or proceeding is pending, or, to the knowledge of such Grantor, threatened, on the date hereof (i) seeking to limit, cancel or question the validity of any (A) Intellectual Property owned by such Grantor, (B) such Grantor's ownership interest therein, or (C) to the knowledge of such Grantor, Intellectual Property licensed by such Grantor, or (ii) which would have a Material Adverse Effect on the value of any Intellectual Property.

4.9 Commercial Tort Claims

(a) On the date hereof, except to the extent previously disclosed to U.S. Bank in writing, no Grantor has rights in any Commercial Tort Claim with potential value in excess of \$100,000.

(b) Upon the filing of a financing statement covering any Commercial Tort Claim referred to in Section 5.10 hereof against such Grantor in the jurisdiction specified in Schedule 3 hereto, the security interest granted in such Commercial Tort Claim will constitute a valid perfected security interest in favor of U.S. Bank as collateral security for the Secured Obligations, enforceable in accordance with the terms hereof, and which security interest shall be prior to all other Liens on such Collateral except for unrecorded liens permitted by the Credit Agreement which have priority over the Liens on such Collateral by operation of law.

4.10 Deposit Accounts

Grantor has no bank account, securities brokerage account, mutual fund account or similar account except those listed on Schedule 7.

5. COVENANTS

Each Grantor covenants and agrees with U.S. Bank that, from and after the date of this Agreement until the Secured Obligations shall have been paid in full:

5.1 Delivery of Instruments, Certificated Securities and Chattel Paper

If any Collateral shall be or become evidenced by any Instrument, Certificated Security or Chattel Paper, such Instrument, Certificated Security or Chattel Paper shall be promptly delivered to U.S. Bank, duly indorsed in a manner satisfactory to U.S. Bank, to be held as Collateral pursuant to this Agreement; provided, however, that such delivery requirement shall not apply to any Instruments or Chattel Paper having a face amount of less than \$10,000 individually.

5.2 Maintenance of Insurance

Grantor shall have and maintain insurance at all times in accordance with the terms of the Credit Agreement.

5.3 Payment of Obligations

Grantor will pay and discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all taxes, assessments and governmental charges or levies imposed upon the Collateral or in respect of income or profits therefrom, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Collateral, except that no such charge need be paid if the amount or validity thereof is currently being contested in good faith, by appropriate

proceedings, and reserves in conformity with GAAP with respect thereto have been provided on the books of such Grantor.

5.4 Maintenance of Perfected Security Interest; Further Documentation

(a) Grantor shall maintain the security interest created by this Agreement as a perfected security interest having at least the priority described in Section 4.2 and shall use commercially reasonable efforts to defend such security interest against the claims and demands of all Persons whomsoever, subject to the rights of such Grantor under the Loan Documents to dispose of the Collateral.

(b) Grantor will furnish to U.S. Bank from time to time statements and schedules further identifying and describing the assets and property of such Grantor and such other reports in connection therewith as U.S. Bank may reasonably request, all in reasonable detail.

(c) At any time and from time to time, upon the written request of U.S. Bank, and at the sole expense of Grantor, Grantor will promptly and duly execute and deliver, and have recorded, such further instruments and documents and take such further actions as U.S. Bank may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, (i) filing any financing or continuation statements under the Uniform Commercial Code (or other similar laws) in effect in any jurisdiction with respect to the security interests created hereby, (ii) providing U.S. Bank with a listing of all Deposit Accounts of such Grantor, (iii) in the case of Investment Property, Deposit Accounts, Letter-of-Credit Rights and any other relevant Collateral, taking any actions necessary to enable U.S. Bank to obtain "control" (within the meaning of the applicable Uniform Commercial Code) with respect thereto, (iv) executing and delivering an intellectual property security agreement for filing with the United States Patent and Trademark Office or United States Copyright Office, in form and substance acceptable to U.S. Bank, and (v) in the case of Material Franchises, using commercially reasonable efforts to obtain the Franchisor's written consent to the security interest granted herein, if such consent is required by the applicable Franchise Agreement..

5.5 Changes in Name, etc.

Grantor will not, except upon 10 days' prior written notice to U.S. Bank and delivery to U.S. Bank of all additional financing statements and other documents reasonably requested by U.S. Bank to maintain the validity, perfection and priority of the security interests provided for herein, (a) change its jurisdiction of organization or the location of its chief executive office or principal place of business or principal residence from that referred to in Section 4.3 or (b) change its name.

5.6 Notices

(a) Grantor will advise U.S. Bank promptly in reasonable detail of any Lien (other than security interests created hereby or Liens permitted under the Credit Agreement) on any of the Collateral which would adversely affect the ability of U.S. Bank to exercise any of its remedies hereunder; and

(b) Grantor will advise U.S. Bank promptly in reasonable detail of the occurrence of any other event which could reasonably be expected to result in a Material Adverse Effect on the aggregate value of the Collateral or on the security interests created hereby.

(c) Grantor will deliver to U.S. Bank a copy of each material demand, notice or document received by it that questions or calls into doubt the validity or enforceability of more than 5% of the aggregate amount of the then outstanding Receivables.

5.7 Investment Property

(a) If Grantor shall become entitled to receive or shall receive any certificate (including, without limitation, any certificate representing a dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), option or rights in respect of the Capital Stock of any Issuer, whether in addition to, in substitution of, as a conversion of, or in exchange for, any shares of the Pledged Stock, or otherwise in respect thereof, Grantor shall accept the same as the agent of U.S. Bank, hold the same in trust for U.S. Bank and deliver the same forthwith (and in any event within 2 Business Days) to U.S. Bank in the exact form received, together with an undated stock power covering such certificate duly executed in blank by Grantor and with signature guaranteed or acknowledged to be held by U.S. Bank subject to the terms hereof as additional Collateral for the Obligations. Upon the occurrence and continuation of an Event of Default, (i) any sums paid upon or in respect of the Investment Property upon the liquidation or dissolution of any Issuer shall be paid over to U.S. Bank to be held by it hereunder as additional collateral security for the Secured Obligations, and (ii) any distribution of capital shall be made on or in respect of the Investment Property or any property shall be distributed upon or with respect to the Investment Property pursuant to the recapitalization or reclassification of the capital of any Issuer or pursuant to the reorganization thereof, the property so distributed shall, unless otherwise subject to a perfected security interest in favor of U.S. Bank, be delivered to U.S. Bank to be held by it hereunder as additional collateral security for the Secured Obligations. If any sums of money or property so paid or distributed in respect of the Investment Property shall be received by such Grantor after the occurrence and during the continuation of an Event of Default, such Grantor shall, until such money or property is paid or delivered to U.S. Bank, hold such money or property in trust for U.S. Bank, segregated from other funds of such Grantor, as additional collateral security for the Secured Obligations.

(b) Except as would not constitute an Event of Default, without the prior written consent of U.S. Bank, such Grantor will not (i) vote to enable, or take any other action to permit, any Issuer to issue any Capital Stock of any nature or to issue any other securities convertible into or granting the right to purchase or exchange for any Capital Stock of any nature of any Issuer, (ii) sell, assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Investment Property or Proceeds thereof (except pursuant to a transaction permitted by the Credit Agreement), (iii) create, incur or permit to exist any Lien or option in favor of, or any claim of any Person with respect to, any of the Investment Property or Proceeds thereof, or any interest therein, except for the security interests created by this Agreement or (iv) enter into any agreement or undertaking restricting the right or

ability of such Grantor or U.S. Bank to sell, assign or transfer any of the Investment Property or Proceeds thereof.

(c) In the case of each Grantor which is an Issuer, such Issuer agrees that (i) it will be bound by the terms of this Agreement relating to the Investment Property issued by it and will comply with such terms insofar as such terms are applicable to it, (ii) it will notify U.S. Bank promptly in writing of the occurrence of any of the events described in Section 5.7(a) with respect to the Investment Property issued by it and (iii) the terms of Sections 6.3(c) and 6.7 shall apply to it, mutatis mutandis, with respect to all actions that may be required of it pursuant to Section 6.3(c) or 6.7 with respect to the Investment Property issued by it.

5.8 Receivables

(a) Other than in the ordinary course of business, such Grantor will not (i) grant any extension of the time of payment of any Receivable, (ii) compromise or settle any Receivable for less than the full amount thereof, (iii) release, wholly or partially, any Person liable for the payment of any Receivable, (iv) allow any credit or discount whatsoever on any Receivable or (v) amend, supplement or modify any Receivable in any manner that could adversely affect the value thereof.

5.9 Intellectual Property

(a) Grantor (either itself or through licensees) will (i) continue to use each material Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use except where the failure to use such Trademarks would not have a Material Adverse Effect, (ii) maintain as in the past the quality of products and services offered under such Trademark except where the failure to maintain such level of quality would not have a Material Adverse Effect, (iii) use such Trademark with the appropriate notice of registration and all other notices and legends required by Applicable Law, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless U.S. Bank shall obtain a perfected security interest in such mark pursuant to this Agreement, and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby such Trademark may become invalidated or impaired in any way.

(b) Grantor (either itself or through licensees) will not do any act, or omit to do any act, whereby any material Patent may become forfeited, abandoned or dedicated to the public unless deemed prudent in the reasonable judgment of the Grantor.

(c) Grantor (either itself or through licensees) (i) will employ each material Copyright and (ii) will not (and will not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any material portion of any material Copyright may become invalidated or otherwise impaired. Grantor will not (either itself or through licensees) do any act whereby any material portion of any material Copyright may fall into the public domain unless deemed prudent in the reasonable judgment of the Grantor.

(d) Grantor (either itself or through licensees) will not do any act that knowingly uses any material Intellectual Property to infringe the intellectual property rights of any other Person.

(e) Grantor will notify U.S. Bank immediately (and in any event within 2 Business Days) if it knows, or has reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court or tribunal in any country) regarding such Grantor's ownership of, or the validity of, any material Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

(f) Whenever such Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, such Grantor shall report such filing to U.S. Bank within five Business Days after the last day of the fiscal quarter in which such filing occurs. Upon request of U.S. Bank, such Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents, and papers as U.S. Bank may request to evidence U.S. Bank's security interest in any Copyright, Patent or Trademark and the goodwill and general intangibles of such Grantor relating thereto or represented thereby.

(g) Unless otherwise deemed prudent in the reasonable business judgment of such Grantor, such Grantor will take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the material Intellectual Property, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(h) In the event that any material Intellectual Property is infringed, misappropriated or diluted by a third party, such Grantor shall (i) take such actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Intellectual Property and (ii) if such Intellectual Property is of material economic value, promptly notify U.S. Bank (and in any event within 2 Business Days) after it learns thereof and sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution.

5.10 Commercial Tort Claims

If any Grantor shall obtain an interest in any Commercial Tort Claim with a potential value in excess of \$200,000, such Grantor shall, within 30 days after obtaining such interest, (a) notify U.S. Bank thereof and (b) sign and deliver documentation acceptable to U.S. Bank granting a security interest under the terms and provisions of this Agreement in and to such Commercial Tort Claim.

5.11 Deposit Accounts

(a) Grantor shall not establish any new deposit account or securities account from those listed on Schedule 7 unless it shall have given to U.S. Bank prior written notice of its intention to do so, clearly describing such new account, its location, and anticipated maximum balance amount, and providing such other information in connection therewith as U.S. Bank may reasonably request.

(b) For each deposit account or securities account that Grantor at any time maintains, Grantor shall have taken all action reasonably requested by U.S. Bank to maintain the security interest of U.S. Bank, in such account at all times fully perfected and in full force and effect. The provisions of this Section 5.11(b) shall not apply to (i) accounts or deposits of Grantor with respect to payroll deposits and employee benefit payment deposits, or (ii) any account in which the daily balance does not exceed \$20,000 for any three (3) consecutive Business Days, provided that to the extent the daily balances in all such accounts exceed \$150,000 in the aggregate for more than three (3) consecutive Business Days, or if a Default or Event of Default has occurred and is continuing, such accounts shall no longer be exempt from the provisions of this Section 5.11(b).

5.12 Credit Agreement Covenants

Grantor acknowledges receipt of a copy of the Credit Agreement and agrees for the benefit of U.S. Bank to comply with the provisions of Article VI of the Credit Agreement that, by their terms, apply to Grantor.

5.13 Licenses

If at any time prior to the payment in full of the Secured Obligations, Grantor is permitted by Applicable Law to take any further steps to assign to U. S. Bank for security purposes or to grant U. S. Bank a security interest in any FCC License or Material License, Borrower shall promptly notify U.S. Bank in writing of the same, and shall promptly execute and deliver to U. S. Bank all documents reasonably deemed necessary by U. S. Bank and permitted by Applicable Law in order for U.S. Bank to obtain an assignment of or security interest in such licenses, permits, and grants of authority.

5.14 Performance by Grantor

To protect the security afforded by this Agreement, Grantor agrees as follows:

(a) Grantor will faithfully abide by, perform, and discharge each and every obligation, covenant, condition, duty, and agreement which the Licenses provide are to be performed by Grantor;

(b) Without the written consent of U.S. Bank, Grantor will not transfer or assign, or attempt to transfer or assign, its rights as lessee, grantee, or permittee under any of the Licenses to any person or entity, nor will Grantor cancel or surrender any of the Licenses, unless such License is concurrently replaced with a Missouri State Authorization;

(c) Should Grantor fail to make any payment, do any act or refrain from any act which this Agreement requires Borrower to make, do or refrain from, respectively, then U.S. Bank may, but shall have no obligation to (and shall not thereby release Grantor from any obligation hereunder) make, do, or prevent the same in such manner and to such extent as U.S. Bank may deem necessary or advisable to protect the security provided hereby, which rights of U.S. Bank shall specifically include, without limiting U.S. Bank's general powers herein granted, the right to appear in and defend any action or proceeding purporting to affect the security hereof and the rights of powers of U.S. Bank hereunder (or any of them), and also the right to perform and discharge each and every one, or any one or more, of the obligations, covenants, conditions, duties, and agreements of Grantor contained in any or all of the Licenses;

(d) Grantor shall cause a copy of each and every notice or communication received from the lessor or grantor or franchisor under any of the Licenses, which notice or communication shall notify Grantor of any default, event of default, breach or other violation, on the part of Grantor under any License, to be promptly delivered to U.S. Bank in the manner and at the place provided for in Section 8.2;

and in exercising any such powers, U.S. Bank may pay necessary or advisable costs and expenses, employ counsel and incur and pay reasonable attorneys' fees, and Grantor will, upon demand by U.S. Bank, reimburse U.S. Bank for such costs, expenses, and fees.

6. REMEDIAL PROVISIONS

6.1 Certain Matters Relating to Receivables

(a) U.S. Bank hereby authorizes each Grantor to collect such Grantor's Receivables, subject to U.S. Bank's direction and control, and U.S. Bank may curtail or terminate said authority at any time after the occurrence and during the continuance of an Event of Default. If required by U.S. Bank at any time after the occurrence and during the continuance of an Event of Default, any payments of Receivables, when collected by any Grantor, (i) shall be forthwith (and, in any event, within two Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to U.S. Bank if required, in a Collateral Account maintained under the sole dominion and control of U.S. Bank, subject to withdrawal by U.S. Bank only as provided in Section 6.5, and (ii) until so turned over, shall be held by such Grantor in trust for U.S. Bank, segregated from other funds of such Grantor. Each such deposit of Proceeds of Receivables shall be accompanied

by a report identifying in reasonable detail the nature and source of the payments included in the deposit.

(b) Upon the occurrence and during the continuation of any Event of Default, at U.S. Bank's request, each Grantor shall deliver to U.S. Bank all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Receivables, including, without limitation, all original orders, invoices and shipping receipts.

6.2 Communications with Obligors; Grantors Remain Liable

(a) U.S. Bank in its own name or in the name of others may at any time after the occurrence and during the continuance of an Event of Default communicate with obligors under the Receivables to verify with them to U.S. Bank's satisfaction the existence, amount and terms of any Receivables.

(b) Upon the request of U.S. Bank at any time after the occurrence and during the continuance of an Event of Default, each Grantor shall notify obligors on the Receivables that the Receivables have been assigned to U.S. Bank and that payments in respect thereof shall be made directly to U.S. Bank.

(c) Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each of the Receivables to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. U.S. Bank shall have no obligation or liability under any Receivable (or any agreement giving rise thereto) by reason of or arising out of this Agreement or the receipt by U.S. Bank of any payment relating thereto, nor shall U.S. Bank be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Receivable (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

6.3 Pledged Stock

(a) Unless an Event of Default shall have occurred and be continuing and Grantor has received a notice from U.S. Bank of its intent to exercise its corresponding rights pursuant to Section 6.3(b), each Grantor shall be permitted to receive all cash dividends paid in respect of the Pledged Stock to the extent permitted in the Credit Agreement, and to exercise all voting and corporate or other organizational rights with respect to the Investment Property.

(b) If an Event of Default shall occur and be continuing and Grantor shall have received a notice from U.S. Bank of its intent to exercise its right and remedies under this Section 6.3(b), then, U.S. Bank shall have the right (i) to receive any and all cash dividends, payments or other Proceeds paid in respect of the Investment Property (other than dividends and distributions made to a Grantor pursuant to the terms of the Credit Agreement or upon

the consent of U.S. Bank which, in either case, such Grantor shall be permitted to receive and retain) and shall make application thereof to the Secured Obligations in such order as U.S. Bank may determine; and (ii) to require any or all of the Investment Property to be registered in the name of U.S. Bank or its nominee, and U.S. Bank or its nominee may thereafter exercise (x) except as provided in Section 8.14, all voting, corporate and other rights pertaining to such Investment Property at any meeting of shareholders of the relevant Issuer or Issuers or otherwise and (y) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Investment Property as if it were the absolute owner thereof (including, without limitation, the right to exchange at its discretion any and all of the Investment Property upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate or other organizational structure of any Issuer, or upon the exercise by any Grantor or U.S. Bank of any right, privilege or option pertaining to such Investment Property, and in connection therewith, the right to deposit and deliver any and all of the Investment Property with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as U.S. Bank may determine), all without liability except to account for property actually received by it, but U.S. Bank shall have no duty to any Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing.

(c) Each Grantor hereby authorizes and instructs each Issuer of any Investment Property pledged by such Grantor hereunder to (i) comply with any instruction received by it from U.S. Bank in writing that (x) states that an Event of Default has occurred and is continuing and (y) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that each Issuer shall be fully protected in so complying, and (ii) unless otherwise expressly permitted hereby, pay any dividends or other payments with respect to the Investment Property directly to U.S. Bank (other than dividends and distributions made to a Grantor pursuant to the terms of the Credit Agreement or upon the consent of U.S. Bank which, in either case, such Grantor shall be permitted to receive and retain).

6.4 Proceeds to be Turned Over to U.S. Bank

In addition to the rights of U.S. Bank specified in Section 6.1 with respect to payments of Receivables, upon the request of U.S. Bank at any time following the occurrence and continuation of an Event of Default, all Proceeds received by any Grantor consisting of cash, checks and other near-cash items shall be held by such Grantor in trust for U.S. Bank, segregated from other funds of such Grantor, and shall, forthwith (and, in any event, within two Business Days) upon receipt by such Grantor, be turned over to U.S. Bank in the exact form received by such Grantor (duly indorsed by such Grantor to U.S. Bank, if required). All Proceeds received by U.S. Bank hereunder shall be held by U.S. Bank in a Collateral Account maintained under its sole dominion and control. All Proceeds while held by U.S. Bank in a Collateral Account (or by such Grantor in trust for U.S. Bank) shall continue to be held as collateral security for all the Secured Obligations and shall not constitute payment thereof until applied as provided in Section 6.5.

6.5 Application of Proceeds

Upon the occurrence and during the continuation of an Event of Default, U.S. Bank may apply all or any part of Proceeds constituting Collateral, and any proceeds of the guarantee set forth in Section 2, to the payment of the Secured Obligations in any order determined by U.S. Bank. Notwithstanding the foregoing, no amounts received from any Guarantor shall be applied to any Excluded Swap Obligations of such Guarantor.

6.6 Code and Other Remedies

(a) If an Event of Default shall occur and be continuing, U.S. Bank may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Secured Obligations, all rights and remedies of a secured party under the Washington UCC or any other applicable law. Without limiting the generality of the foregoing, U.S. Bank, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of U.S. Bank or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. U.S. Bank shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Grantor, which right or equity is hereby waived and released. Each Grantor further agrees, at U.S. Bank's request, to assemble the Collateral and make it available to U.S. Bank at places which U.S. Bank shall reasonably select, whether at such Grantor's premises or elsewhere. U.S. Bank shall apply the net proceeds of any action taken by it pursuant to this Section 6.6, after deducting all reasonable costs and expenses incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of U.S. Bank hereunder, including, without limitation, reasonable and documented attorneys' fees and disbursements, to the payment in whole or in part of the Secured Obligations, in such order as U.S. Bank may elect, and only after such application and after the payment by U.S. Bank of any other amount required by any provision of law, including, without limitation, Section 9A-615(a)(3) of the Washington UCC, need U.S. Bank account for the surplus, if any, to any Grantor. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands it may acquire against U.S. Bank arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

(b) For purposes of facilitating an arm's-length sale to enforce the provisions of this Section 6 and the other provisions of this Agreement, if an Event of Default shall have occurred and be continuing, U.S. Bank is empowered to request, and each Grantor, upon request by U.S. Bank, agrees to authorize, the appointment of a receiver or trustee from any court of competent jurisdiction. Such receiver or trustee shall be instructed to seek from the FCC (and any other Governmental Body), its consent to and approval of any assignment of the Licenses and assets of, or transfer of control of any or all of the Licenses (as applicable) of, any Person whose stock, partnership interests, other securities or other Collateral is subject to this Agreement or the other Loan Documents to the extent required for such trustee or receiver to assume such control for the purpose of seeking a bona fide purchaser to whom such Licenses ultimately will be assigned or control of such entity ultimately will be transferred. Each Grantor agrees, at the joint and several cost and expense of the Grantors, to cooperate with any such purchaser and with U.S. Bank in the preparation, execution and filing of any applications and other documents and providing any information that may be necessary or helpful in obtaining the FCC's or other Governmental Body's consent to the assignment or transfer to such purchaser of the Collateral or any of the Licenses. To the fullest extent permitted by applicable law, each Grantor hereby agrees to consent to and authorize any such transfer of control or assignment upon the request of U.S. Bank after and during the continuation of an Event of Default and, without limiting any rights of U.S. Bank under this Agreement, or any other Loan Document to authorize U.S. Bank to nominate a trustee or receiver to assume control of the Collateral, subject only to any required consents, approvals or orders of courts of competent jurisdiction, the FCC or other Governmental Body, for the purpose of effectuating the transactions contemplated in this Section and the other provisions of this Agreement. Such trustee or receiver shall have all the rights and powers as provided to it by law, court order or U.S. Bank under this Agreement. Each Grantor shall cooperate fully and use commercially reasonable efforts in obtaining the consent of the FCC and the approval or consent of each other Governmental Body required to effectuate the foregoing.

6.7 Registration Rights

(a) If U.S. Bank shall determine, in the reasonable exercise of its discretion, to exercise its right to sell any or all of the Pledged Stock pursuant to Section 6.6, and if in the opinion of U.S. Bank it is necessary or advisable to have the Pledged Stock, or that portion thereof to be sold, registered under the provisions of the Securities Act, the relevant Grantor will cause the Issuer thereof to (i) execute and deliver, and cause the directors and officers of such Issuer to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts as may be, in the opinion of U.S. Bank, necessary or advisable to register the Pledged Stock, or that portion thereof to be sold, under the provisions of the Securities Act, (ii) use its diligent commercial efforts to cause the registration statement relating thereto to become effective and to remain effective for a period of one year from the date of the first public offering of the Pledged Stock, or that portion thereof to be sold, and (iii) make all amendments thereto and/or to the related prospectus which, in the opinion of U.S. Bank, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the Securities and Exchange Commission applicable thereto. Each Grantor agrees to cause such Issuer to comply with the provisions

of the securities or "Blue Sky" laws of any and all jurisdictions which U.S. Bank shall designate and to make available to its security holders, as soon as practicable, an earnings statement (which need not be audited) which will satisfy the provisions of Section 11(a) of the Securities Act.

(b) Each Grantor recognizes that U.S. Bank may be unable to effect a public sale of any or all the Pledged Stock, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. U.S. Bank shall be under no obligation to delay a sale of any of the Pledged Stock for the period of time necessary to permit the Issuer thereof to register such securities for public sale under the Securities Act, or under applicable state securities laws, even if such Issuer would agree to do so.

(c) Each Grantor agrees to use its diligent commercial efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of all or any portion of the Pledged Stock pursuant to this Section 6.7 valid and binding and in compliance with any and all other Applicable Law. Each Grantor further agrees that a breach of any of the covenants contained in this Section 6.7 will cause irreparable injury to U.S. Bank, that U.S. Bank has no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 6.7 shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred under the Credit Agreement.

6.8 Deficiency

Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Secured Obligations and the fees and disbursements of any attorneys employed by U.S. Bank to collect such deficiency.

7. ATTORNEY-IN-FACT; DUTIES OF U.S. BANK

7.1 U.S. Bank's Appointment as Attorney-in-Fact, etc.

(a) Each Grantor hereby irrevocably constitutes and appoints U.S. Bank and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives

U.S. Bank the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do any or all of the following:

(i) in the name of such Grantor or its own name, or otherwise, take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Receivable or contract or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by U.S. Bank for the purpose of collecting any and all such moneys due under any Receivable or contract or with respect to any other Collateral whenever payable;

(ii) in the case of any Intellectual Property, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as U.S. Bank may request to evidence U.S. Bank's security interest in such Intellectual Property and the goodwill and general intangibles of such Grantor relating thereto or represented thereby;

(iii) pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, effect any repairs or any insurance called for by the terms of this Agreement and pay all or any part of the premiums therefor and the costs thereof;

(iv) execute, in connection with any sale provided for in Section 6.6 or 6.7, any indorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(v) (1) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to U.S. Bank or as U.S. Bank shall direct; (2) ask or demand for, collect, and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (3) sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (4) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral; (5) defend any suit, action or proceeding brought against such Grantor with respect to any Collateral; (6) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as U.S. Bank may deem appropriate; (7) assign any Copyright, Patent or Trademark (along with the goodwill of the business to which any such Copyright, Patent or Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as U.S. Bank shall in its reasonable discretion determine; and (8) generally, subject to any necessary FCC or other Governmental Body consent, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though U.S. Bank were the absolute owner thereof for all purposes, and do, at U.S. Bank's option and

such Grantor's expense, at any time, or from time to time, all acts and things which U.S. Bank deems necessary to protect, preserve or realize upon the Collateral and U.S. Bank's security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

Anything in this Section 7.1(a) to the contrary notwithstanding, U.S. Bank agrees that it will not exercise any rights under the power of attorney provided for in this Section 7.1(a) unless an Event of Default shall have occurred and be continuing, and such action shall be in compliance with Section 8.14.

(b) If any Grantor fails to perform or comply with any of its agreements contained herein, U.S. Bank, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement.

(c) The expenses of U.S. Bank incurred in connection with actions undertaken as provided in this Section 7.1, together with interest thereon at a rate per annum equal to the highest rate per annum at which interest would then be payable on any category of past due Loan under the Credit Agreement, from the date of payment by U.S. Bank to the date reimbursed by the relevant Grantor, shall be payable by such Grantor to U.S. Bank on demand.

(d) All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

7.2 Duty of U.S. Bank

U.S. Bank's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9A-207 of the Washington UCC or otherwise, shall be to deal with it in the same manner as U.S. Bank deals with similar property for its own account. Neither U.S. Bank nor any of its officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on U.S. Bank hereunder are solely to protect U.S. Bank's interests in the Collateral and shall not impose any duty upon U.S. Bank to exercise any such powers. U.S. Bank shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct. Without limiting the foregoing, U.S. Bank shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Grantor under any of the Licenses, and Grantor hereby agrees to indemnify U.S. Bank for, and to save it harmless from any and all liability arising from the Licenses.

7.3 Financing Statements

Pursuant to any applicable law, each Grantor authorizes U.S. Bank to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral in such form and in such offices as U.S. Bank reasonably determines appropriate to perfect the security interests of U.S. Bank under this Agreement. Each Grantor authorizes U.S. Bank to use the collateral description "all assets of Debtor" in any such financing statements. Each Grantor hereby ratifies and authorizes the filing by U.S. Bank of any financing statement with respect to the Collateral made prior to the date hereof.

8. MISCELLANEOUS

8.1 Amendments in Writing

None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with the Credit Agreement.

8.2 Notices

All notices, requests and demands to or upon U.S. Bank or any Grantor hereunder shall be effected in the manner provided for in the Credit Agreement; provided that any such notice, request or demand to or upon any Guarantor shall be addressed to such Guarantor at its notice address set forth on Schedule 1.

8.3 No Waiver by Course of Conduct; Cumulative Remedies

U.S. Bank shall not by any act (except by a written instrument pursuant to Section 8.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of U.S. Bank any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by U.S. Bank of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which U.S. Bank would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

8.4 Enforcement Expenses; Indemnification

(a) Each Guarantor agrees to pay or reimburse U.S. Bank for all its costs and expenses incurred in collecting against such Guarantor under the guarantee contained in Section 2 or otherwise enforcing or preserving any rights under this Agreement and the other Loan Documents to which such Guarantor is a party, including, without limitation, the fees and disbursements of counsel to U.S. Bank (including the allocated fees and expenses of in-house counsel).

(b) Each Guarantor agrees to pay, and to save U.S. Bank harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Agreement.

(c) Each Guarantor agrees to pay, and to save U.S. Bank harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement to the extent Borrower would be required to do so pursuant to the Credit Agreement.

(d) The agreements in this Section 8.4 shall survive repayment of the Secured Obligations and all other amounts payable under the Credit Agreement and the other Loan Documents.

8.5 Successors and Assigns

This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of U.S. Bank and its successors and assigns; provided that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of U.S. Bank. U.S. Bank shall provide written notice to Grantor within two Business Days after any assignment or transfer of its rights or obligations under this Agreement, provided that U.S. Bank's failure to provide such written notice shall not affect the validity of any such assignment or transfer.

8.6 Set-Off

As additional security for the payment of the Secured Obligations, each Grantor hereby grants to U.S. Bank and any Participant a security interest in, a lien on and an express contractual right to set off against all depository account balances, cash and any other property of such Grantor now or hereafter in the possession of U.S. Bank or any Participant, and the right to refuse to allow withdrawals from any account (collectively "Setoff"). U.S. Bank and any Participant may, at any time upon the occurrence of a Default or Event of Default (notwithstanding any notice requirements or grace/cure periods under this Agreement or the other Loan Documents) Setoff against the Secured Obligations whether or not the Secured Obligations (including future installments) are then due or have been accelerated, all without any advance or contemporaneous notice or demand of any kind to any Grantor, such notice and demand being expressly waived. U.S. Bank shall provide written notice to Grantor within two (2) Business Days' after taking any such Setoff action, provided that U.S. Bank's failure to provide such written notice shall not affect the validity of any such Setoff right described herein. For the avoidance of doubt, no amounts setoff with respect to any Guarantor shall be applied to any Excluded Swap Obligations of such Guarantor.

8.7 Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

8.8 Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.9 Section Headings

The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

8.10 Integration

This Agreement and the other Loan Documents represent the agreement of the Grantors and U.S. Bank with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by U.S. Bank relative to the subject matter hereof and thereof not expressly set forth or referred to herein or in the other Loan Documents.

8.11 GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF WASHINGTON, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

8.12 Submission To Jurisdiction; Waivers

Each Grantor hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non exclusive general jurisdiction of the courts of the State of Washington, the courts of the United States of America for the Western District of Washington, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or

proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Grantor at its address referred to in Section 8.2 or at such other address of which U.S. Bank shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

8.13 Acknowledgements

Each Grantor hereby acknowledges that:

(a) It has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party;

(b) U.S. Bank has no any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Grantors, on the one hand, and U.S. Bank, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) No joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby.

8.14 FCC and Other Approvals

Notwithstanding anything to the contrary contained herein or in any of the other Loan Documents, U.S. Bank will not take any action pursuant to this Agreement or any other Loan Document which would constitute or result in any assignment of or transfer of control of any License, whether de jure or de facto, if such assignment of or transfer of control would require under then existing law (including, without limitation, the rules of the FCC), the prior approval of the FCC, without first obtaining such approval. U.S. Bank specifically agrees that (a) if FCC consent is required, voting rights in the Pledged Stock of each Grantor will remain with the equity holders thereof even in an Event of Default unless any required prior consent of the FCC shall be obtained to the transfer of such voting rights; (b) in an Event of Default, there will be either a private or public sale of the ownership interests of each Grantor; and (c) prior to the exercise of rights of an equity holder by a purchaser at such sale, the prior consent of the FCC pursuant to 47 U.S.C. §310(d), in each case only if required, will be obtained prior to such exercise. Grantor agrees to take any action, at Grantor's cost and expense, which U.S. Bank may reasonably request in order to obtain and enjoy the full rights and benefits granted to U.S. Bank by this Agreement and each other agreement,

instrument and document delivered to U.S. Bank in connection herewith or in any document evidencing or securing the Collateral, including specifically, at U.S. Bank's cost and expense, the use of commercially reasonable efforts to assist in obtaining approval of each Governmental Authority, including, without limitation, the FCC, for any action or transaction contemplated by, and consistent with the terms of, this Agreement or any other Loan Document, which is then required by law, and specifically, without limitation, upon request following an Event of Default, to prepare, sign and file (or cause to be filed) with the FCC or such other Governmental Authority, the assignor's, transferor's or controlling person's portion of any application or applications for consent to the assignment of any License or transfer of control necessary or appropriate under the FCC's and any other agency, government or regulatory body's rules and regulations for approval of (a) any sale or sales of property constituting the Collateral by U.S. Bank, or (b) any assumption by U.S. Bank of voting rights or management rights in property constituting the Collateral effected in accordance with the terms of this Agreement.

8.15 Additional Grantors

Each Grantor shall cause its Subsidiaries, whether newly formed, after acquired or otherwise existing to promptly (and in any event within thirty (30) days after such Subsidiary is formed or acquired) become a Grantor hereunder by way of execution of an Assumption Agreement in the form of Annex 1 hereto. In connection therewith, Grantors shall give notice to U.S. Bank not less than 30 days after creating a Subsidiary that is required to execute an Assumption Agreement, or acquiring the Capital Stock of any other Person that is required to execute an Assumption Agreement. The Secured Obligations shall be secured by, among other things, a first priority perfected security interest in the Collateral of such new Grantor and a pledge of 100% of the Capital Stock of such new Grantor that is owned by any Guarantor or Grantor. In connection with the foregoing, Grantors shall deliver to U.S. Bank, respect to each new Grantor to the extent applicable, substantially the same documentation required pursuant to Sections B and C of Exhibit D of the Credit Agreement and such other documents or agreements as U.S. Bank may reasonably request.

8.16 Releases

(a) At such time as the Secured Obligations shall have been paid in full, the Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of U.S. Bank and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, U.S. Bank shall deliver to such Grantor any Collateral held by U.S. Bank hereunder, and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

(b) If any of the Collateral shall be sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Credit Agreement, then U.S. Bank, at the request and sole expense of such Grantor, shall execute and deliver to such Grantor all

releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Collateral. At the request and sole expense of Borrower, a Guarantor shall be released from its obligations hereunder in the event that all the Capital Stock of such Guarantor shall be sold, transferred or otherwise disposed of in a transaction permitted by the Credit Agreement; provided that Borrower shall have delivered to U.S. Bank, at least 10 Business Days prior to the date of the proposed release, a written request for release identifying the relevant Guarantor and the terms of the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by Borrower stating that such transaction is in compliance with the Credit Agreement and the other Loan Documents.

8.17 Waiver of Jury Trial

EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

8.18 Statutory Notice

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

[SIGNATURE PAGE FOLLOWS]

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

GRANTORS:

CABLE AMERICA MISSOURI, LLC,
a Delaware limited liability company

DIGITAL CABLEAMERICA LLC, a Delaware limited
liability company

CABLE AMERICA PROPERTIES LLC, a Delaware
limited liability company

By:


Christopher A. Dyrek, Manager

THE MELIS TRUST DATED APRIL 18, 2003

By:


Christopher A. Dyrek, Trustee


By:


Bijen Lokmanhekim Dyrek, Trustee


CHRISTOPHER A. DYREK


BIJEN LORMANHEKIM DYREK


ALAN C. JACKSON REVOCABLE TRUST DATED
JUNE 26, 1997

By: 
Alan C. Jackson, Trustee


Limited (with consent of US Bank) to separate property
of the undersigned


ALAN C. JACKSON

ERIC W. JACKSON REVOCABLE TRUST DATED
JUNE 26, 1997

By: 
Eric W. Jackson, Trustee

Limited (with consent of US Bank) to separate property
of the undersigned


ERIC W. JACKSON

ACKNOWLEDGEMENT AND CONSENT

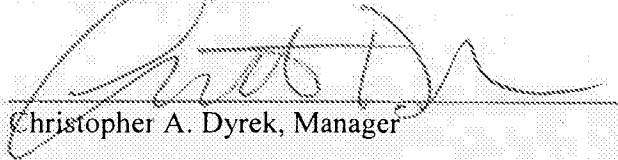
The undersigned hereby acknowledges receipt of a copy of the Guarantee and Collateral Agreement dated as of February 27, 2014 (the "Agreement"), made by the Grantors parties thereto for the benefit of U.S. Bank National Association ("U.S. Bank"). The undersigned agrees for the benefit of U.S. Bank as follows:

1. The undersigned will be bound by the terms of the Agreement and will comply with such terms insofar as such terms are applicable to the undersigned.
2. The undersigned will notify U.S. Bank promptly in writing of the occurrence of any of the events described in Section 5.7(a) of the Agreement.
3. The terms of Sections 6.3(c) and 6.7 of the Agreement shall apply to it, mutatis mutandis, with respect to all actions that may be required of it pursuant to Section 6.3(c) or 6.7 of the Agreement.

DIGITAL CABLEAMERICA LLC, a Delaware limited liability company

CABLE AMERICA PROPERTIES LLC, a Delaware limited liability company

By



Christopher A. Dyrek, Manager

Address for Notices:

7822 E Gray Rd
Scottsdale, AZ 85260
Attn: President
Fax: 480.315.1819

Schedule 1

NOTICE ADDRESS

Guarantor	Address
Cable America Missouri LLC	7822 E. Gray Road Scottsdale, Arizona 85260 (480) 315-1820
Digital CableAmerica LLC	7822 E. Gray Road Scottsdale, Arizona 85260 (480) 315-1820
Cable America Properties LLC	7822 E. Gray Road Scottsdale, Arizona 85260 (480) 315-1820
Alan C. Jackson, individually and as Trustee of the Alan C. Jackson Revocable Trust Dated June 26, 1997	7822 E. Gray Road Scottsdale, Arizona 85260 (480) 315-1820
Eric W. Jackson, individually and as Trustee of the Eric W. Jackson Revocable Trust Dated June 26, 1997	7822 E. Gray Road Scottsdale, Arizona 85260 (480) 315-1820
Christopher A. Dyrek, individually and as Trustee of The Melis Trust Dated April 18, 2003	7822 E. Gray Road Scottsdale, Arizona 85260 (480) 315-1820

Schedule 2

DESCRIPTION OF INVESTMENT PROPERTY

Pledged Stock:

Grantor: Cable America Missouri LLC			
<u>Name of Subsidiary/Issuer</u>	<u>No. of Shares</u>	<u>Certificate Number</u>	<u>% Ownership</u>
Digital CableAmerica LLC		None	100
Cable America Properties LLC		None	100

Schedule 3

**FILINGS AND OTHER ACTIONS REQUIRED
TO PERFECT SECURITY INTERESTS**

1. Uniform Commercial Code Filings:

Grantor	Filing Jurisdiction
Cable America Missouri LLC	Delaware Division of Corporations
Digital Cable America LLC	Delaware Division of Corporations
Cable America Properties LLC	Delaware Division of Corporations

2. Patent and Trademark Filings:

CABLEAMERICA - Application No. 74256333 and Registration No. 1755742

DIGITAL CABLEAMERICA - Application No. 75632935 and Registration No. 2372293

3. Other Actions: None.

Schedule 4

**LOCATION OF JURISDICTION OF ORGANIZATION
AND CHIEF EXECUTIVE OFFICE**

Grantor	Jurisdiction of Organization	Chief Executive Office	Organizational Identification Number
Cable America Missouri, LLC	Delaware	7822 E. Gray Road Scottsdale, Arizona 85260	20-4140221
Digital Cable America LLC	Delaware	7822 E. Gray Road Scottsdale, Arizona 85260	45-3699626
Cable America Properties LLC	Delaware	7822 E. Gray Road Scottsdale, Arizona 85260	

Schedule 5

LOCATIONS OF INVENTORY AND EQUIPMENT

Grantor	Chief Executive Office (indicate with * in this column)	Significant Administrative or Governmental Functions (indicate with * in this column)	Books and Records are Located (indicate with * in this column)	Personal Property is Located (indicate with * in this column)	Address (including county)	Approximate Value of Collateral (the approximate value of any personal property assets of such Credit Party located on such premises)
Cable America Missouri, LLC	*	*	*	*	7822 E. Gray Road Scottsdale, Arizona 85260 Maricopa County	\$35,000
Digital Cable America LLC		*	*	*	7822 E. Gray Road Scottsdale, Arizona 85260 Maricopa County	\$607,363
Cable America Properties LLC				*	7822 E. Gray Road Scottsdale, Arizona 85260 Maricopa County	\$200,000

Schedule 6

INTELLECTUAL PROPERTY

Copyrights: None

Copyright Licenses: None

Patents: None

Patent Licenses: None

Trademarks: CABLEAMERICA and DIGITAL CABLEAMERICA

Trademark Licenses: None

Trade Names:

Grantor	Additional Names
Cable America Missouri LLC	CableAmerica
Digital Cable America LLC	None
Cable America Properties LLC	None

Schedule 7

DEPOSIT ACCOUNTS

Grantor	Account No.	Financial institution	Type of Account	Average Balance
Cable America Missouri LLC	1 535 9502 2382	US Bank	Corporate Checking	\$273,672
Cable America Missouri LLC	1 535 9502 2390	US Bank	Corporate Checking - DDA	\$0
Cable America Missouri LLC	1 535 -502 2416	US Bank	Corporate Checking - DDA	\$0
Cable America Missouri LLC	0544571101	Landmark Bank	Business Checking	\$2,000
Cable America Missouri LLC	7021380	Security Bank	Business Checking	\$10,000
Cable America Missouri LLC	7018304	Security Bank	Business Checking	\$1,000
Cable America Missouri LLC	630013803	Commerce Bank	Commercial Checking	\$5,000
Cable America Missouri LLC	630013781	Commerce Bank	Commercial Checking	\$1,000
Cable America Missouri LLC	310026492	Commerce Bank	Commercial Checking	\$2,000
Cable America Missouri LLC	318026580	Commerce Bank	Commercial Checking	\$1,000

**Annex 1 to
Guarantee and Collateral Agreement**

ASSUMPTION AGREEMENT

ASSUMPTION AGREEMENT, dated as of [_____], made by [_____] (“Additional Grantor”), in favor of U.S. Bank National Association (“U.S. Bank”).

RECITALS

A. Cable America Missouri, LLC, a Delaware limited partnership (“Borrower”), and U.S. Bank have entered into that certain Credit Agreement, dated as of _____ (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”);

B. In connection with the Credit Agreement, Borrower and certain of its Affiliates have entered into the Guarantee and Collateral Agreement, of even date as the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”) in favor of U.S. Bank;

C. The Credit Agreement requires certain Persons to become a party to the Guarantee and Collateral Agreement; and

D. The undersigned has agreed to execute and deliver this Assumption Agreement in order to become a party to the Guarantee and Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Defined Terms

Capitalized terms used but not defined herein shall have the same meanings set forth in the Credit Agreement.

2. Guarantee and Collateral Agreement

By executing and delivering this Assumption Agreement, the undersigned, as provided in Section 8.15 of the Guarantee and Collateral Agreement, hereby becomes a party to the Guarantee and Collateral Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor thereunder. The information set forth in Annex 1-A hereto is hereby added to the information set forth in the Schedules to the Guarantee and Collateral Agreement. The undersigned hereby represents and warrants that each of the representations and warranties contained in Section 4

of the Guarantee and Collateral Agreement is true and correct on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.

3. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF WASHINGTON, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

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

[ADDITIONAL GRANTOR]

By _____
Name: _____
Title: _____

Annex 1-A to
ASSUMPTION AGREEMENT

Supplement to Schedule 1 to Guarantee and Collateral Agreement

Supplement to Schedule 2 to Guarantee and Collateral Agreement

Supplement to Schedule 3 to Guarantee and Collateral Agreement

Supplement to Schedule 4 to Guarantee and Collateral Agreement

Supplement to Schedule 5 to Guarantee and Collateral Agreement

Supplement to Schedule 6 to Guarantee and Collateral Agreement

Supplement to Schedule 7 to Guarantee and Collateral Agreement