MRD 3/17/99

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

03-23-1999

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FORM COVER SHEET
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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [X] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date: Month 2 Day 26 Year 99

Conveying Party

[ ] Mark if additional names of conveying parties attached

Execution Date: Month 2 Day 26 Year 99

Name: Channel Communications, Inc. (f/k/a Kenya Corporation)

Formerly:

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [X] Corporation
- [ ] Association
- [ ] Other
- [ ] Citizenship/State of Incorporation/Organization: Kansas

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: PNC Bank, National Association, as Agent

DBA/AKA/TA:

Composed of:

Address (line 1): One PNC Plaza

Address (line 2): 249 Fifth Avenue

Address (line 3): Pittsburgh (City) PA (State/Country) 15222 (Zip Code)

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation
- [ ] Association
- [X] Other: National Banking Association
- [ ] Citizenship/State of Incorporation/Organization: United States

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

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Mail documents to be recorded with required cover sheet(s) information to:
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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 412-355-8303

Name: Thomas J. Edgington

Address (line 1): Kirkpatrick & Lockhart LLP

Address (line 2): 1500 Oliver Building

Address (line 3): Pittsburgh, Pennsylvania 15222

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 5

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
			1,599,899		

Number of Properties

Enter the total number of properties involved. # 1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 40.00

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 11-1110

Authorization to charge additional fees: Yes [X] No [ ]

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Thomas J. Edgington	Thomas J. Edgington	March 15, 1999
Name of Person Signing	Signature	Date Signed

SCHEDULE A

Registered Trademark "Channel Communications", U.S. Trademark Registration No. 1,599,899.

Schedule A

Registered Trademark "CABLEMASTERS CORP.", U.S. Trademark Registration No. 1,528,743.

COLLATERAL ASSIGNMENT OF AND RATIFICATION OF SECURITY INTEREST IN INTELLECTUAL PROPERTY INTERESTS

THIS COLLATERAL ASSIGNMENT OF AND RATIFICATION OF SECURITY INTEREST IN INTELLECTUAL PROPERTY INTERESTS (this **"Instrument"**) is entered into as of this 26 day of February, 1999 by and between CHANNEL COMMUNICATIONS, INC., a Kansas corporation, (the **"Assignor"**), and PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent for the Banks (as defined in the hereinafter defined Credit Agreement) (the **"Administrative Agent"**), with an address at One PNC Plaza, 249 5th Avenue, Pittsburgh, Pennsylvania 15222-2709. All terms capitalized but not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement, unless the context otherwise requires.

WHEREAS, the Assignor, NATG Holdings, LLC, (the "Borrower"), certain other Guarantors, Merrill Lynch & Co., Merrill, Lynch, Pierce, Fenner & Smith Incorporated as Joint Lead Arranger and Syndication Agent, the PNC Bank, National Association, as Joint Lead Arranger and Administrative Agent for the Banks, and the Banks have entered into that certain Credit Agreement of even date herewith (as the same may be amended, modified, supplemented or restated from time to time, the **"Credit Agreement"**), pursuant to which the Banks have agreed to extend to the Borrower upon the terms and subject to the conditions set forth therein, a term loan and revolving credit facility.

WHEREAS, the Assignor is the owner of all right, title and interest in, to and under the intellectual property rights as set forth on the attached Schedule A.

WHEREAS, the Administrative Agent, the Assignor and others have entered into a Security Agreement of even date herewith (as such agreement may be amended from time to time hereafter, the "Security Agreement"), pursuant to which the Assignor granted to the Administrative Agent a security interest in certain Collateral (as defined in the Security Agreement) of Assignor, including but not limited to Assignor's General Intangibles (as defined in the Security Agreement) which include, but are not limited to, the intellectual property set forth on Schedule A hereto, as security for the payment or performance of Assignor's Secured Obligations (as defined in the Security Agreement), and pursuant to which the Assignor therein agreed to execute and cause to be filed all such further instruments and documents as Administrative Agent may request for preserving the security interest.

WHEREAS, the Administrative Agent has requested that the Assignor execute and deliver this Instrument for the purpose of collaterally assigning its interests in, and placing in the public record of the United States Patent and Trademark Office the collateral assignment granted pursuant hereto to the Administrative Agent in, certain of the Assignor's Collateral for the benefit of the Banks.

NOW, THEREFORE, in consideration of the foregoing premises, and intending to be legally bound hereby, Assignor and Administrative Agent, on its behalf and on behalf of the Banks, hereby agree as follows:

1. Definition of Terms Used Herein. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Credit Agreement.

2. Assignment and Security Interest. As confirmation of the security interest granted by Assignor under the Security Agreement to secure the complete and timely satisfaction of all Secured Obligations, Assignor hereby ratifies the creation and grant of the security interest in, and further, to secure the complete and timely satisfaction of all Secured Obligations, Assignor does hereby hypothecate (subject to paragraph 6 hereof), as collateral security, to the Administrative Agent, as secured party, for the benefit of itself and the holders of the First Priority Debt on a first priority basis and for the benefit of itself and holders of the Second Priority Debt on a second priority basis in accordance with the provisions of Section 11.19 of the Credit Agreement: (i) the United States and foreign patents and patent applications owned by Assignor, all reissues, divisional, continuation, or continuation-in-part patent applications and patents related thereto, and all renewals and extensions thereof and reexamination certificates relating thereto; including, without limitation, all proceeds (such as license royalties or proceeds of infringements suits), and all rights to sue for past, present, and future infringements (collectively called the "Patents"); and (ii) all of Assignor's trademark applications, trademarks (whether registered, unregistered or for which an application to register has been filed), service mark applications, service marks (whether registered, unregistered or for which an application to register has been filed) and tradenames, together with the goodwill of the business related thereto; including without limitation all renewals thereof and all proceeds (such as license royalties or proceeds of infringement suits), and all rights to sue for past, present and future infringements (collectively called the "Marks"). All registered Patents and Marks are and shall be listed on Schedule A.

3. Right to Inspect. Assignor hereby confirms the right of the Administrative Agent and its employees and agents to visit Assignor's plants and facilities where products sold or services provided under any of the Marks are manufactured, inspected, stored, or provided, and to inspect and review the products and quality control records relating thereto at reasonable times. Assignor confirms its commitment to do any and all acts required by the Administrative Agent to ensure maintenance of quality standards for such products and services. The time and frequency of such inspections shall be consistent with those in Section 8.1.16 of the Credit Agreement.

4. Future Intellectual Property. If, before the Secured Obligations shall have been satisfied in full, Assignor shall either obtain rights to any invention or become entitled to any rights under or the benefit of any United States or foreign patent application or patent, including any reissue, divisional, continuation, or continuation-in-part patent applications or reexamination certificates related to any of the Patents or to any improvement on any of the Patents, or shall obtain rights in any United States or foreign trademark, service mark or tradename or any registrations or applications for registration thereof, the provisions of paragraph 2 (except for the Schedule which will contain only registered Patents and Marks) shall automatically apply thereto and Assignor shall give to the Administrative Agent prompt notice thereof in writing.

5. Modification by Administrative Agent. Assignor authorizes the Administrative Agent to modify this Instrument by amending Schedule A to include all federally registered Patents and Marks which hereafter fall within the scope of paragraph 2 or paragraph 4 hereof.

6. Retention of Rights. Unless and until there shall have occurred and be continuing an Event of Default, the Assignor shall retain the legal and equitable title to the Patents and the Marks and shall have the right to use the Patents and the Marks in the ordinary course of its business. Assignor agrees, except as provided in the Credit Agreement, not to sell or assign its interest in, or grant any license under the Patents or Marks without the prior written consent of the Administrative Agent; provided, however that nothing herein contained shall prohibit the

Assignor from failing to continue the prosecution of, maintain, renew or otherwise abandoning any item included in the Marks or the Patents, if in the Assignor's reasonable judgment, the retention of such items is not material to the proper conduct of Assignor's business.

7. Agents Rights and Obligations As Secured Party. If any Event of Default shall have occurred and be continuing under either the Credit Agreement or the Security Agreement, the Administrative Agent shall have all those rights and remedies given it under the Security Agreement and those allowed by law.

8. Release of Interest. At such time as Assignor shall completely satisfy all of the Secured Obligations, Administrative Agent shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to release its interests in and to the Patents and Marks subject to any disposition thereof which may have been made by the Administrative Agent pursuant to the Security Agreement or hereto.

9. Cumulative Rights; Confirmation of Rights and Obligations Under Security Agreement. All of the Administrative Agent's rights and remedies with respect to the Patents and Marks, whether established hereby, the Security Agreement or by law shall be cumulative and may be exercised singularly or concurrently. The Assignor hereby ratifies and confirms all of its obligations contained in the Security Agreement and confirms in the Administrative Agent for its benefit and for the benefit of the Banks all of the rights granted to the Administrative Agent thereunder by the Assignor.

10. Binding Instrument; Assignments. This Instrument, and the terms, covenants and conditions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Assignor shall not be permitted to assign this Instrument or any interest herein or in the Collateral, or any part thereof, or otherwise pledge, encumber or grant any option with respect to the Collateral, or any part thereof, or any cash or property held by the Administrative Agent as Collateral under this Instrument, except as contemplated by the Security Agreement or the Credit Agreement.

11. Governing Law. This Instrument shall be construed in accordance with and governed by the laws of the State of New York, exclusive of its rules on choice of law.

12. Notices. All communications and notices hereunder shall be in writing and given as provided in Section 11.6 of the Credit Agreement in the case of the Assignor or the Administrative Agent.

13. Severability. In case any one or more of the provisions contained in this Instrument should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

14. Section Headings. Section headings used herein are for convenience only and are not to affect the construction of, or to be taken into consideration in interpreting, this Instrument.

15. Counterparts. This Instrument may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument.

WITNESS, the execution hereof as of February 26, 1999.

ATTEST:

Name: Rosemaire Mulholland
Title: Asst. Sec.

CHANNEL COMMUNICATIONS, INC.

By:
Name: William J. Mercurio
Title: Exec. V.P.

PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent

By:
Name: James A. Fink
Title: Vice President

RECORDED: 03/17/1999

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