

01-24-2002

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office



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To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Classic Cable, Inc.

10-26-01

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution date: October 22, 2001

2. Name and address of receiving party(ies):

Name: Union Bank of California, N.A.

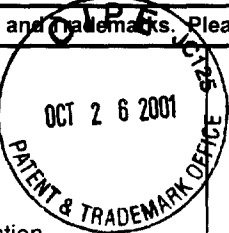
Internal Address: _____

Street Address: 445 South Figueroa Street

City: Los Angeles State: CA Zip: 90071

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other _____

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



4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Schedule A

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Amanda C. Samuel

Internal Address: Weil, Gotshal & Manges, LLP

Street Address: 767 5th Avenue

City: New York State: NY Zip: 10153

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

23-0800

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Amanda C. Samuel

Name of Person Signing

Signature

October 26, 2001

Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01/23/2002 DBYRNE 00000212 230800 1800000
01 FC:481 40.00 CH
02 FC:482 75.00 CH

Schedule A

1. Classic Cable C and Design, Registration No. 1,808,000, used by Classic Cable, Inc. and all Affiliates and/or Subsidiaries.
2. Community Commitment Customer Service, Registration No. 2, 175,052, used by Classic Cable, Inc. and all Affiliates and/or Subsidiaries.
3. Callcom24, Registration No. 2,194,190, used by Callcom 24, Inc.
4. Callcom24, Registration No. 2,194,191, used by Callcom 24, Inc.

**RELEASE OF GRANT OF SECURITY INTEREST
IN CERTAIN INTELLECTUAL PROPERTY**

This Release of Grant of Security Interest in Certain Intellectual Property (this "Release") is made and entered into this 22nd day of October, 2001 by and among Classic Cable, Inc., a Delaware corporation (the "Borrower") having its principal place of business at 6151 Paluxy Road, Tyler, Texas 75703 and Callcom 24, Inc., a Texas corporation ("Callcom" and together with the Borrower, the "Grantors") having its principal place of business at 6151 Paluxy Road, Tyler, Texas 75703 and the Prior Agent (as defined below).

Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Amended and Restated Credit Agreement, dated as of July 28, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, the lenders party thereto from time to time (the "Lenders"), Goldman Sachs Credit Partners L.P., as Lead Arranger and Syndication Agent, The Chase Manhattan Bank, as Documentation Agent, and Union Bank of California, N.A., as Administrative Agent (the "Prior Agent"), pursuant to which certain loans and other credit accommodations were made to the Borrower.

W I T N E S S E T H :

WHEREAS, the Grantors and the Prior Agent are parties to the Intellectual Property Security Agreement, dated as of July 28, 1999 (the "IP Security Agreement");

WHEREAS, the Prior Agent holds a security interest in specific intellectual property owned by the Grantors as set forth in Schedule A attached hereto (the "Intellectual Property");

WHEREAS, the Grantors acknowledge that the Prior Agent has notified them that it is no longer acting as administrative agent for the Secured Parties under the Credit Agreement and the other Loan Documents.

NOW THEREFORE, in consideration of the foregoing, the receipt and sufficiency of which is hereby acknowledged, the parties to this Release, intending to be legally bound agree as follows:

1. The Prior Agent hereby releases in its entirety its security interest in all of the Grantors' right, title and interest in, to and under the Intellectual Property, and the Prior Agent hereby agrees, at the expense of the Grantors, to take any actions and to execute any further documents necessary or reasonably requested by the Grantors to effectuate or evidence such release, including, but not limited to the execution and delivery of those documents necessary under Article 9 of the Uniform Commercial Code or any other applicable law.

2. The parties hereto authorize and request the Commissioner of Patents and Trademarks of the United States to record this Release against the Intellectual Property.

3. This Release shall be governed by and construed in accordance with the laws of the State of New York.

4. This Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

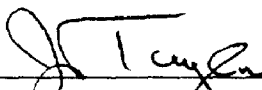
5. All rights hereunder shall accrue to, and all obligations hereunder shall be binding upon, the heirs, representatives, successors, assigns and transferees of the parties hereto.

6. This Release may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken hall be deemed to constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have entered into this Release

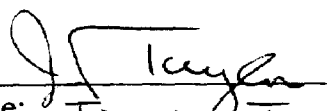
as of the date first above written, intending to be legally binding

CLASSIC CABLE, INC.

By: 
Name: Jimmie Taylor
Title: EVP & CFO

Address: 6151 Paluxy Road
Tyler, TX 75703
Facsimile: (903) 939-8248

CALLCOM 24, INC.

By: 
Name: Jimmie Taylor
Title: EVP & CFO

Address: 6151 Paluxy Road
Tyler, TX 75703
Facsimile: (903) 939-8248

UNION BANK OF CALIFORNIA, N.A., as
Prior Agent

By: _____
Name:
Title:

Address: 445 South Figueroa Street
Los Angeles, CA 90071

IN WITNESS WHEREOF, the undersigned have entered into this Release
as of the date first above written, intending to be legally binding

CLASSIC CABLE, INC.

By: _____
Name
Title:

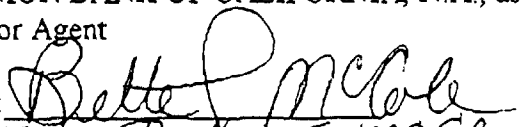
Address: 6151 Paluxy Road
Tyler, TX 75703
Facsimile: (903) 939-8248

CALLCOM 24, INC.

By: _____
Name:
Title:

Address: 6151 Paluxy Road
Tyler, TX 75703
Facsimile: (903) 939-8248

UNION BANK OF CALIFORNIA, N.A., as
Prior Agent

By: 
Name: Betty J. McGee
Title: Vice President

Address: 445 South Figueroa Street
Los Angeles, CA 90071