

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest (Second Lien)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AMERCABLE INCORPORATED		07/27/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deutsche Bank Trust Company Americas		
<b>Street Address:</b>	60 Wall Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	Second-Lien Collateral Agent: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2412368	TIGER	
Registration Number:	2603821	GEXOL	
Registration Number:	3010672	CIR	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-819-8200		
Email:	trademarkdocket@whitecase.com		
Correspondent Name:	White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 2:	Attn.: Trademark Department		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1111779-1811		
NAME OF SUBMITTER:	Matthew Bart		

CH \$90.00 2412368

**900133375**

**TRADEMARK  
 REEL: 003982 FRAME: 0152**

Signature:	/Matthew Bart/
Date:	05/05/2009
Total Attachments: 5 source=Amercable - Trademark Security Agmt (Second Lien)#page1.tif source=Amercable - Trademark Security Agmt (Second Lien)#page2.tif source=Amercable - Trademark Security Agmt (Second Lien)#page3.tif source=Amercable - Trademark Security Agmt (Second Lien)#page4.tif source=Amercable - Trademark Security Agmt (Second Lien)#page5.tif	

GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, AMERCABLE INCORPORATED, a Delaware corporation (the “Grantor”) with principal offices at 350 Bailey Road, El Dorado, AR 71730, hereby grants to DEUTSCHE BANK TRUST COMPANY AMERICAS, as Second-Lien Collateral Agent, with principal offices at 60 Wall Street, New York, NY 10005, (the “Grantee”), a continuing security interest in (i) all of the Grantor’s right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the “Marks”) set forth on Schedule A attached hereto and rights and renewals thereof, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Second-Lien Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of July 27, 2007 (as amended, modified, restated and/or supplemented from time to time, the “Security Agreement”). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant and the Security Agreement.

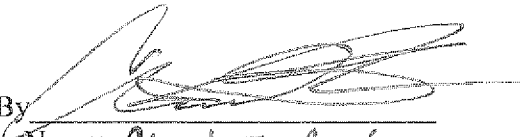
This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and

provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

**[Remainder of this page intentionally left blank; signature page follows]**

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the \_\_\_\_ day of  
March, 2009.

AMERCABLE INCORPORATED, Grantor

By   
Name: *Chad E. Archer*  
Title: *CFO*

DEUTSCHE BANK TRUST COMPANY  
AMERICAS,  
as Second-Lien Collateral Agent and Grantee

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

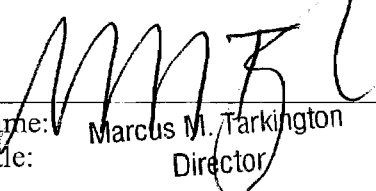
By \_\_\_\_\_  
Name:  
Title:

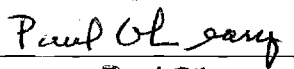
IN WITNESS WHEREOF, the undersigned have executed this Grant as of the \_\_\_\_ day of  
March, 2009.

AMERCABLE INCORPORATED, Grantor

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

DEUTSCHE BANK TRUST COMPANY  
AMERICAS,  
as Second-Lien Collateral Agent and Grantee

By   
Name: Marcus M. Tarkington  
Title: Director

By   
Name: Paul O'Leary  
Title: Director

**Schedule A**

<u>Mark</u>	<u>Reg. No. / Ser. No.</u>	<u>Date Registered / Filed</u>
Tiger	2,412,368	December 12, 2000
Gexol	2,603,821	August 6 2002
CIR	3,010,672	November 1, 2005