

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Intellectual Property Collateral Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Service Electric Cablevision, Inc.		01/14/2011	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Manufacturers and Traders Trust Company		
<b>Street Address:</b>	25 S. Charles Street		
<b>City:</b>	Baltimore		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21201		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3148446	VIEWER'S PACK PLUS	
Registration Number:	3145262	LOCAL ADVANTAGE	
Registration Number:	3141973	CLASSIC CABLE	
Registration Number:	3145261	VIEWER'S PACK	
Registration Number:	3139129	SMART PACK	
Registration Number:	3718346	ACCESS PACK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	800-927-9801 x2348		
<b>Email:</b>	jpaterso@cscinfo.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	655080-5		

CH \$165.00 3148446

**900182915**

**TRADEMARK**  
**REEL: 004465 FRAME: 0708**

NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	02/02/2011
<b>Total Attachments: 4</b> source=1-26-11 Service Electric-TM#page1.tif source=1-26-11 Service Electric-TM#page2.tif source=1-26-11 Service Electric-TM#page3.tif source=1-26-11 Service Electric-TM#page4.tif	

**RECORDATION FORM COVER SHEET  
 TRADEMARKS ONLY**

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

<p><b>1. Name of conveying party(ies):</b>                  Service Electric Cablevision, Inc.</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation- State: <u>Pennsylvania</u>  <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p><b>2. Name and address of receiving party(ies)</b>      <input type="checkbox"/> Yes                  Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>Manufacturers and Traders Trust Company</u>                  Internal Address: _____                  Street Address: <u>25 S. Charles Street</u>                  City: <u>Baltimore</u>                  State: <u>MD</u>                  Country: <u>USA</u>      Zip: <u>21201</u></p> <p><input type="checkbox"/> Association      Citizenship _____  <input type="checkbox"/> General Partnership      Citizenship _____  <input type="checkbox"/> Limited Partnership      Citizenship _____  <input checked="" type="checkbox"/> Corporation      Citizenship <u>New York</u>  <input type="checkbox"/> Other _____      Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No                  (Designations must be a separate document from assignment)</p>
<p><b>3. Nature of conveyance /Execution Date(s) :</b>                  Execution Date(s) <u>January 14, 2011</u></p> <p><input type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input checked="" type="checkbox"/> Other <u>Intellectual Property Collateral Agreement</u></p>	<p><b>4. Application number(s) or registration number(s) and Identification or description of the Trademark.</b></p> <p>A. Trademark Application No.(s)                  SEE ATTACHED SCHEDULE A</p> <p>B. Trademark Registration No.(s)                  SEE ATTACHED SCHEDULE A</p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</b>                  SEE ATTACHED SCHEDULE A</p>
<p><b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b>                  Name: <u>Sheila Kaupas</u>                  Internal Address: <u>c/o Drinker Biddle &amp; Reath LLP</u>                  Street Address: <u>500 Campus Drive</u>                  City: <u>Florham Park</u>                  State: <u>NJ</u>      Zip: <u>07932</u>                  Phone Number: <u>(973) 549-7149</u>                  Fax Number: <u>(973) 360-9831</u>                  Email Address: <u>sheila.kaupas@dbe.com</u></p>	<p><b>6. Total number of applications and registrations involved:</b>      <span style="border: 1px solid black; padding: 2px;">6</span></p> <p><b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) \$</b> _____</p> <p><input type="checkbox"/> Authorized to be charged to deposit account  <input type="checkbox"/> Enclosed</p> <p><b>8. Payment Information:</b>                  Deposit Account Number _____                  Authorized User Name _____</p>
<p><b>9. Signature:</b> <u><i>Kevin J. Walsh</i></u>      <u>1/26/11</u>                  _____      _____                  Signature      Date</p> <p>Name of Person Signing      Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">4</span></p>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

## INTELLECTUAL PROPERTY COLLATERAL AGREEMENT

THIS INTELLECTUAL PROPERTY COLLATERAL AGREEMENT (this "Agreement") is made by and between MANUFACTURERS AND TRADERS TRUST COMPANY, as agent for itself and the other Secured Parties (as that term is defined in the Credit Agreement defined below) (together with its successors and assigns in such capacity, "Agent"), and SERVICE ELECTRIC CABLEVISION, INC., a Pennsylvania corporation (together with its successors and assigns, "Grantor" and together with each Additional Grantor (as that term is defined in the Security Agreement defined below) and their successors and assigns, collectively, "Grantors").

WHEREAS, Grantor owns certain U.S. patents, trademarks, copyrights and tradenames, including those listed on the annexed Schedule A (collectively, the "Intellectual Property");

WHEREAS, Agent, Grantor, the Lenders (as that term is defined in the Credit Agreement defined below) and certain other parties entered into that certain Credit Agreement dated as of the date hereof (as the same may be amended, restated, modified, supplemented and/or replaced from time to time, the "Credit Agreement"), pursuant to which the Lenders agreed to extend credit to Grantor on the terms and conditions described therein;

WHEREAS, Grantor, among others, is obligated to Agent pursuant to a Security Agreement dated as of the date hereof (as the same has been amended, restated, modified, supplemented and/or replaced from time to time, the "Security Agreement") in favor of Agent; and

WHEREAS, pursuant to the Security Agreement, Grantor granted to Agent a security interest in all right, title and interest of Grantor in and to, among other things, the Intellectual Property, including the applications and registrations therefor, together with the goodwill of the business connected with the use of and symbolized by the Intellectual Property and all proceeds thereof, including, without limitation, any and all past, present and future causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant to Agent a security interest in the Collateral to secure the prompt payment, performance and observance of its obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Collateral made and granted hereby are fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

*[Signature Page Follows]*

IN WITNESS WHEREOF, this Intellectual Property Collateral Agreement is duly executed on behalf of Grantor this 14<sup>th</sup> day of January, 2011.

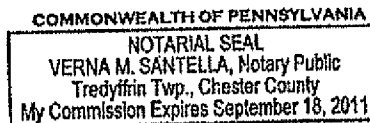
SERVICE ELECTRIC CABLEVISION, INC.

By: Hoyt D. Walter  
Name: Hoyt Walter  
Title: President

NOTARY PUBLIC CERTIFICATE

On this 14 day of January, 2011, HOYT WALTER who is personally known to me appeared before me in his capacity as the President of SERVICE ELECTRIC CABLEVISION, INC. ("Grantor") and executed on behalf of Grantor the Intellectual Property Collateral Agreement in favor of MANUFACTURERS AND TRADERS TRUST COMPANY, as Agent, to which this Certificate is attached.

Verna M. Santella  
Notary Public



[Signature Page to Intellectual Property Collateral Agreement]

SCHEDULE A

PATENTS/TRADEMARK/COPYRIGHT/TRADENAMES

Patents: None  
Copyrights: None  
Tradenames: None

Trademarks And Trademark Applications:

Owner	Mark	Registration Number or Serial Number	Date of Registration or Application
Service Electric Cablevision, Inc.	VIEWER'S PACK PLUS	3,148,446	9/26/06
	LOCAL ADVANTAGE	3,145,262	9/19/06
	CLASSIC CABLE	3,141,973	9/12/06
	VIEWER'S PACK	3,145,261	9/19/06
	SMART PACK	3,139,129	9/5/06
	ACCESS PACK	3,718,346	12/1/09