

GRANT OF SECURITY INTEREST (PATENTS)

The undersigned, a Delaware corporation (the "*Grantor*"), is obligated to THE BANK OF NEW YORK, as Administrative Agent (the "*Secured Party*"), and has entered into a Security Agreement, dated as of May 21, 1998 (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*"), in favor of the Secured Party.

Pursuant to the Security Agreement, the Grantor granted to the Administrative Agent a security interest in all of the right, title and interest of the Grantor in and to (i) all letters patent and all applications therefor listed on Schedule 1 and all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof (the "*Patents*") together with all and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein and (iii) all proceeds thereof, any and all causes of action which may exist by reason of infringement thereof (the "*Collateral*"), to secure the prompt payment, performance and observance of its Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further assign to the Secured Party, and grant to the Secured Party a security interest in, the Patents to secure the prompt payment, performance and observance of its Obligations (as defined in the Security Agreement).

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

At such time as (i) the Lenders shall no longer have any obligation to make Revolving Loans, (ii) the Issuer shall no longer have (A) any obligation to issue Letters of Credit and (B) any obligations under the Letters of Credit theretofore issued, and (iii) the Obligations and all other amounts then due and owing under the Loan Documents shall have been paid in full in cash, the Secured Party will take whatever actions are necessary at the Grantor's expense to release or reconvey to Grantor all right, title and interest of the Grantor in and to the Collateral.

The Administrative Agent's address is: One Wall Street, New York, New York 10286.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its duly authorized officer as of the 21st day of May, 1998.

KEPTEL, INC.

By: 

Name: Randall L. Talcott

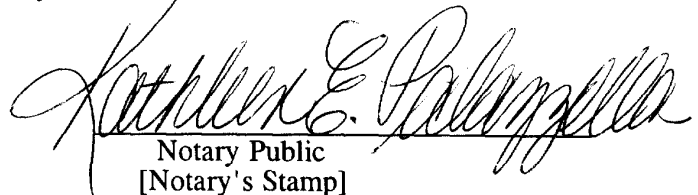
Title: Treasurer

PATENT

REEL: 9207 FRAME: 0682

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 21st day of May, 1998, before me personally came Randall L. Talcott, to me known, who, being by me duly sworn, did depose and say that he resides at 4641 North Magnolia Avenue, Unit 2N, Chicago, Illinois 60640; that he is the Treasurer of Keptel, Inc., the corporation described in and which executed the above instrument, and that he signed his name thereto by order of the board of directors thereof.


Notary Public
[Notary's Stamp]

KATHLEEN E. PALAZZOLLA
NOTARY PUBLIC, State of New York
No. 43-4503546 Qual. in Rich. Co.
Certificate Filed in in New York County
Commission Expires Jan. 31, 2001

**Schedule 1 to
Grant of Security Interest (Patents)
dated as of May 21, 1998**

KEPTEL, INC.

Patent Name	Patent Number	Issue Date
Enclosure for Terminating Cable Television Service at the Customer's Premises	D367,646	3/5/96
Peak Level Detector	4,308,497	12/29/81
Addressable Subscriber Cable Television System	4,475,123	10/2/84
Radio Frequency Chokes Having Two Windings and Means for Dampening Parasitic Resonances	4,641,115	2/3/87
Low-Power Feedforward Amplifier	4,677,390	6/30/87