

08-20-1999



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Submission Type 8-16-99

New

Resubmission (Non-Recordation)
Document ID # _____

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Change of Name

Other _____

Effective Date
Month Day Year

Conveying Party Mark if additional names of conveying parties attached

Name Classic Cable, Inc. Execution Date 07281999
Month Day Year

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

Receiving Party Mark if additional names of receiving parties attached

Name Union Bank of California, N.A.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 445 South Figueroa Street

Address (line 2) _____

Address (line 3) Los Angeles California 90071
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other National Banking Association

Citizenship/State of Incorporation/Organization _____

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.)

08/19/1999 MTHA11 00000164 75322437
01 FC:481 40.00 OP
02 FC:482 75.00 OP

FOR OFFICE USE ONLY

115E

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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

212-848-7928

Name

David E. Boundy

Address (line 1)

Shearman & Sterling

Address (line 2)

599 Lexington Avenue

Address (line 3)

New York, NY 10022

Address (line 4)

Pages

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

4

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)

75322437

1808000

2194190

2194191

Number of Properties

Enter the total number of properties involved.

4

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 115.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

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

Deposit Account Number:

50-0324

Authorization to charge additional fees:

Yes

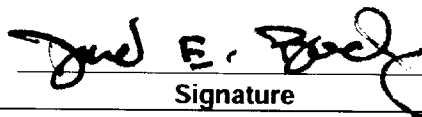
No

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.

David E. Boundy

Name of Person Signing



Signature

11 August 99

Date Signed

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated July 28, 1999, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Union Bank of California, N.A. ("*Union*"), as Administrative Agent (the "*Agent*") for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, Classic Cable, Inc., a Delaware corporation, has entered into Credit Agreement dated as of July 28, 1999 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Union Bank of California, N.A., as Administrative Agent and the Lenders party thereto. Terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement.

WHEREAS, as a condition precedent to the making of Loans and the issuance of Letters of Credit by the Lenders under the Credit Agreement and the entry into Interest Rate Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Amended and Restated Security Agreement made by the Grantors to the Agent dated July 28, 1999 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, Grantors have granted a security interest in, among other property, certain intellectual property of the Grantors to the Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office, and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

- (i) The United States, international, and foreign patents, patent applications, and patent licenses set forth on Exhibit A hereto (as such Exhibit A may be supplemented from time to time by supplements to the Security

Agreement and this IP Security Agreement, each such supplement being in substantially the form of Exhibit III to the Security Agreement (an "*IP Security Agreement Supplement*"), executed and delivered by such Grantor to the Agent from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "*Patents*");

(ii) The United States and foreign trademark and service mark registrations, applications, and licenses set forth on Exhibit B hereto (as such Exhibit B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Agent from time to time), (the "*Trademarks*");

(iii) The copyrights, associated United States and foreign copyright registrations and applications and copyright licenses set forth on Exhibit C hereto (as such Exhibit C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Agent from time to time) (the "*Copyrights*");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CLASSIC CABLE, INC.

By Steven E. Seach

Name: Steven E. Seach

Title: President and Chief Financial Officer

Address: 515 Congress Avenue
Suite 2626
Austin, Texas 78701

Facsimile: (713) 864-7705

CALLCOM 24, INC.

By Steven E. Seach

Name: Steven E. Seach

Title: President and Chief Financial Officer

Address: 6125 Paluxy Road
Building B
Tyler, TX 75703

Marks

1. Classic Cable C and Design, Registration No 1,808,000, used by Classic and all Affiliates and/or Subsidiaries.
2. Community Commitment Customer Service, Serial No 75-322,437, used by Classic and all Affiliates and/or Subsidiaries.
3. The Company is also in the process of trademarking a ClassicNet.net online services logo in connection with the launch of data services in its markets.
4. Callcom24, Registration No. 2194190, used by Callcom24, Inc.
5. Callcom24, Registration No. 2194191, used by Callcom24, Inc.