



960652

Tab settings

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: Goldman Sachs Credit Partners L.P.

Internal Address: _____

Street Address: 85 Broad Street

City: New York State: NY Zip: 10004

- 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 in 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 Exhibit B

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: 5

7. Total fee (37 CFR 3.41): \$ 140.00

- 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]
Signature

October 26, 2001
Date

Total number of pages including cover sheet, attachments, and documents: 9

01/24/2002 DBYRNE 00000049 230800 1808000

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

01 FC:481 40.00 CH
02 FC:482 100.00 CH

Exhibit B

Trademarks

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. ClassicNet.net, Registration No. 2,468,330, used by Classic Cable, Inc. and all Affiliates and/or Subsidiaries.
4. Callcom 24, Registration No. 2,194,190, used by Callcom 24, Inc.
5. Callcom 24, Registration No. 2,194,191, used by Callcom 24, Inc.

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 22, 2001 (as amended, supplemented or otherwise modified from time to time, this "IP Security Agreement"), 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, in favor of Goldman Sachs Credit Partners L.P. a Bermuda limited partnership having an office at 85 Broad Street, New York, New York 10004, as administrative agent for the lenders and the issuing banks under the Credit Agreement referred to below (the "Agent").

WITNESSETH:

WHEREAS, the Borrower is party to an Amended and Restated Credit Agreement, dated as of July 28, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the lenders party thereto from time to time, Goldman Sachs Credit Partners L.P., as Lead Arranger and Syndication Agent, The Chase Manhattan Bank, as Documentation Agent, and the Agent. Terms defined in the Credit Agreement or the Security Agreement referred to below and not otherwise defined herein are used herein as defined in the Credit Agreement or such 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 executed and delivered the Amended and Restated Security Agreement, dated as of July 28, 1999 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), made by, among others, the Grantors in favor of Union.

WHEREAS, the parties agree that the Agent has replaced Union Bank of California, N.A. as administrative agent under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

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

(a) The United States, international, and foreign patents, patent applications, and patent licenses set forth on Exhibit A hereto (as such Exhibit A may be amended, supplemented or otherwise modified from time to time by amendments, supplements or other modifications to the Security Agreement and this IP Security Agreement, each such amendment, supplement or other modification being in substantially the form of Exhibit III to the Security Agreement (an "IP Security Agreement Supplement"), executed and delivered by the Grantors and 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");

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

(c) The copyrights, associated United States and foreign copyright registrations, applications, renewals, extensions and copyright licenses set forth on Exhibit C hereto (as such Exhibit C may be amended, supplemented or otherwise modified from time to time by IP Security Agreement Supplements executed and delivered by the Grantors and the Agent from time to time) (the "Copyrights");

(d) 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

(e) any and all proceeds of the foregoing.

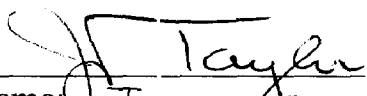
SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 3. Execution in Counterparts. This IP Security 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 as 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.

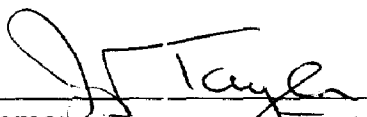
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CLASSIC CABLE, INC.

By: 
Name: Jimmie Taylor
Title: Ex. VP & CFO

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

CALLCOM 24, INC.

By: 
Name: Jimmie Taylor
Title: Ex. VP & CFO

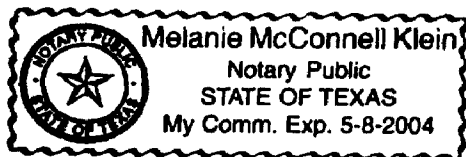
Address: 6151 Paluxy Road
Tyler, TX 75703
Facsimile: (903) 939-8248

ACKNOWLEDGEMENT OF GRANTOR

STATE OF Texas)
COUNTY OF Smith) ss.

On this 24th day of October, 2001 before me personally appeared Jimmie Taylor, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Classic Cable, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Melanie McConnell Klein
Notary Public



ACKNOWLEDGEMENT OF GRANTOR

STATE OF Lucas)
COUNTY OF Smith) ss.

On this 24th day of October , 2001 before me personally appeared Jimmie Taylor , proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Callcom 24, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

 Melanie McConnell Klein
Notary Public

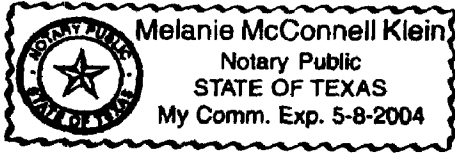


Exhibit A

Patents

None.

Exhibit C

Copyrights

None.