

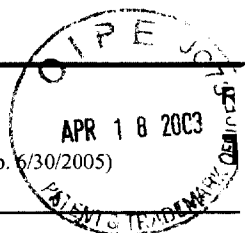
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Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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04-23-2003



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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Pat.

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 4-18-03
 Warner Communications Inc.
 c/o AOL Time Warner
 75 Rockefeller Plaza, New York, NY 10019

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____

2. Name and address of receiving party(ies)
 Name: Time Warner Cable Inc.
 Internal _____
 Address: c/o AOL Time Warner
 Street Address: 75 Rockefeller Plaza

City: New York State: NY Zip: 10019

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation - State Delaware
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

Execution Date: March 31, 2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
PLEASE SEE ATTACHED.

B. Trademark Registration No.(s)

Additional number(s) attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Elizabeth Moody, Esq.
 Internal Address: _____
Paul, Weiss, Rifkind, Wharton & Garrison LLP

 Street Address: _____
1285 Avenue of the Americas
 City: New York State: NY Zip: 10019-6064

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) \$ 165.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

 (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.

Elizabeth Moody
 Name of Person Signing

Elizabeth Moody 4/17/03
 Signature Date

Total number of pages including cover sheet, attachments, and documents: 6

7/23/03 JEWELLER 00000022 73735884

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

FC: 21 40.00 OP
 FC: 22 125.00 OP

Schedule of Assigned Trademarks

<u>Trademark Name</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
CIRCULAR LOGO	73/735884	6/22/88	1,528,757	3/7/89
GO SAN ANTONIO	75/932056	2/26/00	2,505,974	11/13/01
KABOINK	75/932057	2/29/00	2,490,273	9/18/01
KABOINK	75/932059	2/29/00		
KABOINK!	75/932058	2/29/00	2,495,072	10/2/01
PARAGON	73/735353	6/20/88	1,528,756	3/7/89

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT dated as of March 31, 2003 made by Warner Communications Inc., a Delaware corporation ("Assignor"), in favor of Time Warner Cable Inc., a Delaware corporation ("Assignee"). Capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to them in the Intellectual Property Agreement, dated as of August 20, 2002, as amended (the "TWIC Intellectual Property Agreement"), by and between Assignor and MOTH Holdings, Inc., a Delaware corporation.

WHEREAS, Assignor is the owner of the trademark registrations and applications listed on Schedule 1 attached hereto for the goods and/or services identified therein (the "Marks").

WHEREAS, Assignee desires to acquire the Marks and any and all goodwill associated with the Marks;

WHEREAS, pursuant to the TWIC Intellectual Property Agreement and the Trademark and Service Mark Assignment Agreement, dated as of the date hereof, between Assignor and Assignee, Assignor on behalf of itself and each of its Subsidiaries agreed to assign all right, title and interest in and to the Marks and any and all goodwill associated with the Marks to Assignee;

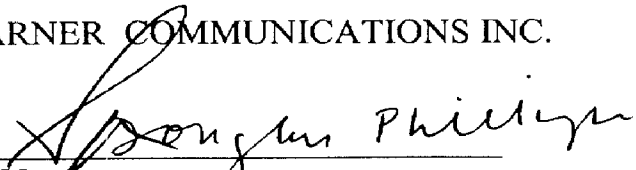
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers, assigns, and otherwise conveys to Assignee, all of Assignor's right, title, and interest in and to each of the Marks, along with the following:

1. the goodwill of the business symbolized by and associated with the Marks;
2. that portion of Assignor's business in connection with which it has a bona fide intent to use those Marks that were filed on an intent-to-use basis and for which an Amendment to Allege Use or a Statement of Use has not yet been filed and accepted by the relevant Trademark Office or other governing authority; and
3. all rights to proceeds of the foregoing, including, without limitation, any claim by Assignor against third parties for past, present, or future infringement of the Marks.

Assignor has caused this Trademark Assignment to be duly executed and authorized as of the date hereof.

WARNER COMMUNICATIONS INC.

By:


Name: Douglas S. Phillips

Title: Vice President

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

On this 28th day of March, 2003 before me personally came Douglas Phillips to me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that he is the Vice President of Warner Communications, Inc.; he signed the instrument in the name of Warner Communications, Inc.; and he had the authority to sign the instrument on behalf of Warner Communications, Inc.


Notary Public

KIMBERLY ARENA
Notary Public, State of New York
No. 01AR6079435
Qualified in Nassau County
Commission Expires Aug. 26, 2006

SCHEDULE 1

TRADEMARKS AND SERVICE MARKS

<u>Country Name</u>	<u>Trademark Name</u>	<u>Class</u>	<u>Owner</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.	CIRCULAR LOGO	38	Paragon Communications	73/735884	6/22/88	1,528,757	3/7/89
U.S.	GO SAN ANTONIO	42	Paragon Communications	75/932056	2/26/00	2,505,974	11/13/01
U.S.	KABOINK	35.41	Paragon Communications	75/932057	2/29/00	2,490,273	9/18/01
U.S.	KABOINK	16	Paragon Communications	75/932059	2/29/00		
U.S.	KABOINK!	25	Paragon Communications	75/932058	2/29/00	2,495,072	10/2/01
U.S.	PARAGON	38	Paragon Communications	73/735353	6/20/88	1,528,756	3/7/89