

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame No. 1766/0143
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Union Bank of California, N.A.		07/01/2004	National banking association: UNITED STATES

RECEIVING PARTY DATA	
Name:	Classic Cable, Inc.
Street Address:	12444 Powerscourt Drive
Internal Address:	Suite 450
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63131
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2175052	COMMUNITY COMMITMENT CUSTOMER SERVICE

CORRESPONDENCE DATA	
Fax Number:	(714)755-8290
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	ipdocket@lw.com
Correspondent Name:	Rhonda DeLeon
Address Line 1:	Latham & Watkins LLP
Address Line 2:	650 Town Center Drive, Suite 2000
Address Line 4:	Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	022411-0227
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NAME OF SUBMITTER:	Rhonda DeLeon
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Total Attachments: 5
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**RELEASE OF SECURITY INTEREST IN
TRADEMARK COLLATERAL**

This RELEASE, dated as of July 1, 2004, is made by Goldman Sachs Credit Partners L.P. as Administrative Agent (the "Administrative Agent") and Union Bank of California, N.A., in its capacity as former Administrative Agent ("UBOC") in connection with the Credit Agreement dated as of July 29, 1998 (the "Credit Agreement"), by and among, UNION BANK OF CALIFORNIA, N.A., as Administrative Agent, CLASSIC CABLE, INC., as Grantor (the "Grantor") and the other parties named therein.

W I T N E S S E T H

WHEREAS, pursuant to the Credit Agreement and the Security Agreement by and among the Grantor and UBOC, dated July 29, 1998 (the "Security Agreement") and recorded with the U.S. Patent and Trademark Office on August 4, 1998 at Reel/Frame No. 1766/0143, the Grantor granted UBOC a security interest in and to the trademarks in the United States or any state thereof; all goodwill symbolized by the trademarks; and all rights and interests pursuant to licenses or other contracts in favor of such Grantor pertaining to trademarks, trademark registrations or trademark rights (the "Trademark Collateral");

WHEREAS, the Administrative Agent acknowledges full payment, complete performance and satisfaction of all obligations pursuant to the Credit Agreement secured by the Security Agreement have been made (other than certain obligations that remain outstanding in connection with certain outstanding letters of credit, for which alternative security provision has been made as previously agreed by the Administrative Agent);

WHEREAS, the Administrative Agent acknowledges full payment, performance and satisfaction of the conditions set forth in the payoff letter by and between the Administrative Agent and the Grantor;

WHEREAS, each Grantor has requested that the Administrative Agent release its security interest in the Trademarks, as defined in the Security Agreement in connection with the termination of the Credit Agreement and the Security Agreement (the "Released Collateral"); and

WHEREAS, UBOC hereby agrees and acknowledges the release of every security interest it may have in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing, the Administrative Agent hereby RELEASES, without recourse, all of its security interest in the Trademarks, listed on Schedule A attached hereto and incorporated herein by reference and any other collateral described in the Security Agreement.

The Administrative Agent agrees to provide the Grantor with any information and additional authorization necessary to effect the release of its security interest in the Released Collateral.

IN WITNESS WHEREOF, the Administrative Agent has executed this Release as of the date first set forth above.

GOLDMAN SACHS CREDIT PARTNERS, L.P.

as Administrative Agent

By: David B. Lischer

Name: David B. Lischer

Title: Authorized Signatory

UNION BANK OF CALIFORNIA, N.A.,

as former Administrative Agent

By: _____

Name: _____

Title: _____

CERTIFICATION OF ACKNOWLEDGMENT

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

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this _____ day of _____, 2004, personally appeared _____ who, being by me duly sworn, deposes and says that he/she is the _____ of Union Bank of California, N.A., a _____ banking association, and that he/she, as such officer being duly authorized so to do, executed the foregoing instrument for the purposes therein contained as his/her free act and deed and as the full act and deed of such corporation as such officer.

Notary Public

My Commission Expires: _____

The Administrative Agent agrees to provide the Grantor with any information and additional authorization necessary to effect the release of its security interest in the Released Collateral.

IN WITNESS WHEREOF, the Administrative Agent has executed this Release as of the date first set forth above.

GOLDMAN SACHS CREDIT PARTNERS, L.P.

as Administrative Agent

By: _____

Name: _____

Title: _____

UNION BANK OF CALIFORNIA, N.A.,

as former Administrative Agent

By: Bette J. McCole

Name: Bette J. McCole

Title: Vice President

CERTIFICATION OF ACKNOWLEDGMENT

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

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this ____ day of _____, 2004, personally appeared _____ who, being by me duly sworn, deposes and says that he/she is the _____ of Union Bank of California, N.A., a _____ banking association, and that he/she, as such officer being duly authorized so to do, executed the foregoing instrument for the purposes therein contained as his/her free act and deed and as the full act and deed of such corporation as such officer.

Notary Public

My Commission Expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

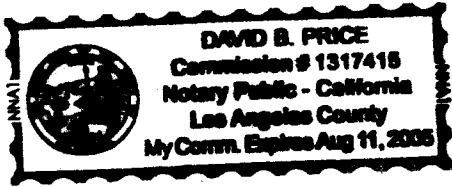
State of California

County of Los Angeles

On July 1, 2004 before me, David B. Price, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Bette J. McCole,
Name(s) of Signer(s)

personally known to me – OR – proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

David B. Price
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Release of Security Interest in Trademark Collateral

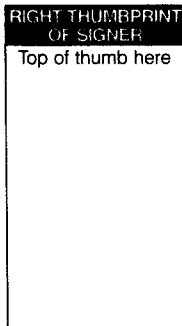
Document Date: _____ Number of Pages: Two

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Bette J. McCole

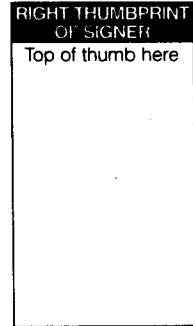
- Individual
- Corporate Officer
Title(s): Vice President
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:
Union Bank of California

Signer's Name: _____


- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

SCHEDULE "A"

U.S. TRADEMARKS

<u>Registration No.</u>	<u>Registration Date</u>	<u>Trademark</u>
1,808,000	11/30/93	 The logo for Classic Cable features a stylized 'C' with horizontal lines on the left side, followed by the word 'Classic' in a serif font and 'CABLE' in a smaller sans-serif font below it.
2,175,052	07/21/98	COMMUNITY COMMITMENT CUSTOMER SERVICE