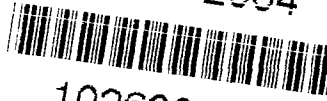


3/10/04

RE

03-15-2004



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To the Honorable Commissioner of Patents and Trademarks: **FINANCE SECTION**

Original documents or copy thereof.

1. Name of conveying party(ies): **CLASSIC CABLE, INC.**

Individual(s) Association

General Partnership Limited Partnership

Corporation- Delaware

Other _____

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

2. Name and address of receiving party(ies):

Name: **ROYAL BANK OF CANADA**

Internal Address: **P.O. Box 50, 200 Bay Street**

Street Address: **12th Floor, South Tower, Royal Bank Plaza**

City: **Toronto** State: **Ontario** Zip: **M5J 2W7**

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation _____

Other **Canadian bank**

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

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: **February 23, 2004**

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

Additional number(s) attached Yes No

B. Trademark Registration No.(s)

1808000, 2468330, 2608443, 2637892, 2175052

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Rhonda DeLeon**

Internal Address: **Latham & Watkins LLP**

Street Address: **650 Town Center Drive, Suite 2000**

City: **Costa Mesa** State: **CA** Zip: **92626**

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

(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.

Rhonda DeLeon *Rhonda DeLeon* **March 10, 2004**

Name of Person Signing Signature Date

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

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

03/12/2004 6TON11 00000041 1808000

01 FC:8521 40.00 OP

02 FC:8522 100.00 OP

OC1664239.1

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of February 23, 2004, by Classic Cable, Inc., Friendship Cable of Texas, Inc., and Classic Communications, Inc. (collectively, "**Grantor**") and each Credit Party listed on Schedule I hereto (collectively, "**Original Credit Parties**," and, together with Grantor, "**Pledgors**"), in favor of **ROYAL BANK OF CANADA**, in its capacity as collateral agent for the Secured Parties (in such capacity, the "**Collateral Agent**") pursuant to the Pledge and Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Pledgors are party to a Pledge and Security Agreement of even date herewith (the "**Pledge and Security Agreement**") in favor of the Collateral Agent for the Secured Parties pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent for the Secured Parties to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all:

- (a) Trademarks now existing or hereafter adopted or acquired in the United States including those referred to on Schedule II attached hereto;
- (b) Goodwill associated with such Trademarks; and
- (c) Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Termination. Upon the full performance of the Secured Obligations (as defined in the Credit Agreement) (other than unmatured indemnification

obligations), the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the security interest in the Trademarks under the Pledge and Security Agreement and this Trademark Security Agreement.

SECTION 5. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof and, to the extent applicable, federal law.

SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

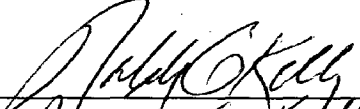
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


CEBRIDGE CONNECTIONS, INC.

By: 
Name: Ralph E. Kelly
Title: EVP / CFO

APPALACHIAN COMMUNICATIONS, LLC

By: 
Name: Ralph E. Kelly
Title: EVP / CFO


CEQUEL III COMMUNICATIONS I, LLC

By: 
Name: Ralph E. Kelly
Title: EVP / CFO

CEQUEL III COMMUNICATIONS II, LLC

By: 
Name: Ralph E. Kelly
Title: EVP / CFO

CLASSIC CABLE, INC.

By: 
Name: Ralph E. Kelly
Title: EVP / CFO

CLASSIC CABLE OF LOUISIANA, L.L.C.

By: *Ralph G. Kelly*
Name: *Ralph G. Kelly*
Title: *EVP / CFO*

CLASSIC CABLE OF OKLAHOMA, INC.

By: *Ralph G. Kelly*
Name: *Ralph G. Kelly*
Title: *EVP / CFO*

CLASSIC COMMUNICATIONS, INC.

By: *Ralph G. Kelly*
Name: *Ralph G. Kelly*
Title: *EVP / CFO*

DELTA VIDEO CABLE, INC.

By: *Ralph G. Kelly*
Name: *Ralph G. Kelly*
Title: *EVP / CFO*

FRIENDSHIP CABLE OF ARKANSAS, INC.

By: *Ralph G. Kelly*
Name: *Ralph G. Kelly*
Title: *EVP / CFO*

FRIENDSHIP CABLE OF TEXAS, INC.

By: *Ralph G. Kelly*
Name: *Ralph G. Kelly*
Title: *EVP / CFO*

KINGWOOD HOLDINGS LLC

By: *Ralph E. Kelly*
Name: *Ralph E. Kelly*
Title: *EVP / CFO*

KINGWOOD SECURITY SERVICES, LLC

By: *Dale R. Bennett*
Name: *Dale R. Bennett*
Title: *CEO*

PIGGOTT VIDEO CABLE TV COMPANY

By: *Ralph E. Kelly*
Name: *Ralph E. Kelly*
Title: *EVP / CFO*

UNIVERSAL CABLE HOLDINGS, INC.

By: *Ralph E. Kelly*
Name: *Ralph E. Kelly*
Title: *EVP / CFO*

W. K. COMMUNICATIONS, INC.

By: *Ralph E. Kelly*
Name: *Ralph E. Kelly*
Title: *EVP / CFO*

Accepted and Agreed:

ROYAL BANK OF CANADA

as the Collateral Agent

By: _____



Name: Gail Watkin

Title: Manager, Agency




SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
ORIGINAL CREDIT PARTIES

NAME	ADDRESS
Cebridge Connections, Inc.	12444 Powerscourt Drive, Suite 450, St. Louis, Missouri 63131
Appalachian Communications, LLC	12444 Powerscourt Drive, Suite 450, St. Louis, Missouri 63131
Cequel III Communications I, LLC	12444 Powerscourt Drive, Suite 450, St. Louis, Missouri 63131
Cequel III Communications II, LLC	12444 Powerscourt Drive, Suite 450, St. Louis, Missouri 63131
Classic Cable, Inc.	12444 Powerscourt Drive, Suite 450, St. Louis, Missouri 63131
Classic Cable of Louisiana, L.L.C.	12444 Powerscourt Drive, Suite 450, St. Louis, Missouri 63131
Classic Cable of Oklahoma, Inc.	12444 Powerscourt Drive, Suite 450, St. Louis, Missouri 63131
Classic Communications, Inc.	12444 Powerscourt Drive, Suite 450, St. Louis, Missouri 63131
Delta Video Cable, Inc.	12444 Powerscourt Drive, Suite 450, St. Louis, Missouri 63131
Friendship Cable of Arkansas, Inc.	12444 Powerscourt Drive, Suite 450, St. Louis, Missouri 63131
Friendship Cable of Texas, Inc.	12444 Powerscourt Drive, Suite 450, St. Louis, Missouri 63131
Kingwood Holdings LLC	12444 Powerscourt Drive, Suite 450, St. Louis, Missouri 63131
Kingwood Security Services, LLC	12444 Powerscourt Drive, Suite 450, St. Louis, Missouri 63131
Piggott Video Cable TV Company	12444 Powerscourt Drive, Suite 450, St. Louis, Missouri 63131
Universal Cable Holdings, Inc.	12444 Powerscourt Drive, Suite 450, St. Louis, Missouri 63131
W.K. Communications, Inc.	12444 Powerscourt Drive, Suite 450, St. Louis, Missouri 63131


SCHEDULE II
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Classic Cable, Inc.

<u>Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Trademark</u>
Classic Cable, Inc.	1,808,000	11/30/93	
Classic Cable, Inc.	2,468,330	07/10/01	
Classic Cable, Inc.	2,608,443	08/20/02	CNA
Classic Cable, Inc.	2,637,892	10/22/02	
Classic Cable, Inc.	2,175,052	07/21/98	COMMUNITY COMMITMENT CUSTOMER SERVICE

CallCom24, Inc. (now known as Friendship Cable of Texas, Inc.)

<u>Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Trademark</u>
CallCom24, Inc.	2,194,190	10/06/98	CALLCOM24
CallCom24, Inc.	2,194,191	10/06/98	 CALLCOM24

Classic Communications, Inc.

<u>Owner</u>	<u>Serial No.</u>	<u>Registration Date</u>	<u>Trademark</u>
Classic Communications, Inc.	76/407, 361	5/14/02	CCT