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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**GOLDMAN SACHS CREDIT PARTNERS L.P.**

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies):  
Name: **CLASSIC CABLE, INC.**

Internal Address: **Suite 450**

Street Address: **12444 Powerscourt Drive**

City: **St. Louis** State: **MO** Zip: **63131**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation- Delaware  
 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

3. Nature of conveyance:

Assignment       Merger  
 Security Agreement       Change of Name  
 Other **Release of Security Interest Recorded at**  
**Reel/Frame No. 2430/0258**

Execution Date: **April 5, 2004**

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

B. Trademark Registration No.(s)  
**1808000; 2468330; 2175052**

Additional number(s) attached  Yes  No

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: **3**

7. Total fee (37 CFR 3.41).....\$ **90.00**  
 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*      **April 6, 2004**  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: **4**

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

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01 FC:8521      40.00/OP  
02 FC:8522      50.00/OP

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**RELEASE OF SECURITY INTEREST IN  
TRADEMARK COLLATERAL**

This RELEASE, dated as of April 5, 2004, is made by GOLDMAN SACHS CREDIT PARTNERS L.P., as Administrative Agent (the "Administrative Agent"), pursuant to the termination of the Credit Agreements dated as of October 22, 2001 and January 16, 2003, by and among, GOLDMAN SACHS CREDIT PARTNERS L.P., as Administrative Agent, CLASSIC CABLE, INC., as Borrower (the "Borrower") and the other parties named therein.

**WITNESSETH**

WHEREAS, pursuant to the Credit Agreement and the Intellectual Property Security Agreement (the "IP Security Agreement") by and among the Borrower and the Administrative Agent, dated October 22, 2001 and recorded with the U.S. Patent and Trademark Office on October 26, 2001 at Reel/Frame No. 2430/0258, the Borrower granted the Administrative Agent 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 Borrower pertaining to any trademarks, trademark registrations or trademark rights;

WHEREAS, pursuant to the Credit Agreement and the Short Form Trademark Security Agreement (the "Security Agreement") by and among the Borrower and the Administrative Agent, dated January 16, 2003 and recorded with the U.S. Patent and Trademark Office on January 29, 2003 at Reel/Frame No. 2662/0671, the Borrower granted the Administrative Agent 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 Borrower pertaining to any trademarks, trademark registrations or trademark rights;

WHEREAS, the Administrative Agent acknowledges full payment, complete performance and satisfaction of all obligations pursuant to the Credit Agreement secured by the IP Security Agreement and Security Agreement have been made;

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 Borrower; and

WHEREAS, the Borrower has requested that the Administrative Agent release its security interest in the Trademarks, as defined in the IP Security Agreement and Security Agreement in connection with the termination of the Credit Agreement, the IP Security Agreement, and the Security Agreement (the "Released 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 IP Security Agreement and the Security Agreement.

The Administrative Agent agrees to provide the Borrower 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: Robert Wagner  
Name: ROBERT WAGNER  
Title: Authorized Signatory

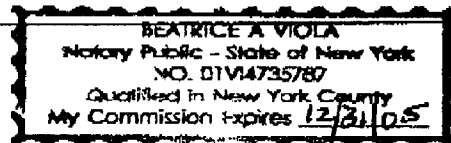
CERTIFICATION OF ACKNOWLEDGMENT

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

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 5th day of April, 2004, personally appeared Robert Wagner who, being by me duly sworn, deposes and says that he/she is the Authorized Signatory of Goldman Sachs Credit Partners L.P., a New York limited partnership, 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.




Beatrice A. Viola  
Notary Public

My Commission Expires:



**SCHEDULE "A"**

**U.S. TRADEMARKS**

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