

REC'D TR

01-09-2004 102717845

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached 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. 2662/0671

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; 2608443;
2637892; 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: 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* April 6, 2004
Name of Person Signing Signature Date

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

04/08/2004 NEGATIVE 00000078 1808000
01 FC:8521 40.00 OP
02 FC:8522 100.00 OP
OC1662035.1

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

TRADEMARK
REEL: 002945 FRAME: 0154

**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: RT Wagner

Name: ROBERT WAGNER

Title: Authorized Signatory

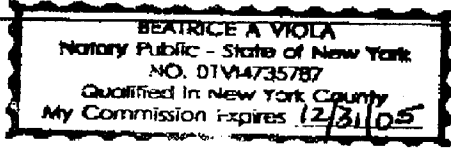
CERTIFICATION OF ACKNOWLEDGMENT

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

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