

Form PTO-1594 (Rev. 10/02)

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FINANCE SECTION

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DEPARTMENT OF COMMERCE
S. Patent and Trademark Office

OMB No. 0651-0047 (exp. 6/30/2005)
Tab settings

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

1. Name of conveying party(ies):
KeyBank National Association

6.23-04

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

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

2. Name and address of receiving party(ies)
Name: **Cable Express Operating, Inc.**

Internal Address: _____
Street Address: **33 Collegeview Rd**
City: **Westerville** State: **Ohio** Zip: **43081**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **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 Interests**

Execution Date: **June 9, 2004**

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

A. Trademark Application No.(s)
78/236,201, 78/236,228

B. Trademark Registration No.(s)
2,354,950

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Eduardo Kim, Esq.**
Internal Address: **Thompson Hine LLP**
3900 Key Center
Street Address: **127 Public Square**
City: **Cleveland** State: **Ohio** Zip: **441141**

6. Total number of applications and registrations involved: **3**

7. Total fee (37 CFR 3.41) **\$90**
 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.

Eduardo Kim **June 9, 2004**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **16**

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

06/30/2004 ECOOPER 00000058 78236201

01 FC:8521
02 FC:8522

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50.00 OP

NOTICE OF TERMINATION

This NOTICE OF TERMINATION is made effective as of the 9th day of June, 2004, by KEYBANK NATIONAL ASSOCIATION, 127 Public Square, Cleveland, Ohio 44114 ("Bank").

WHEREAS, a certain Credit Agreement and Security Agreement, dated September 30, 2003, was entered into by and between CABLE EXPRESS OPERATING, INC., a Delaware corporation ("Borrower"), and Bank (the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, Borrower executed and delivered an Intellectual Property Collateral Assignment Agreement, dated October 28, 2003, to Bank (the "Intellectual Property Assignment");

WHEREAS, pursuant to the Intellectual Property Assignment, Bank recorded a security interest in certain trademarks with the United States Patent and Trademark Office (an executed release of such recorded interest, ready for filing, is attached hereto as Exhibit A);

NOW, THEREFORE, for good and valuable consideration, Bank acknowledges that (a) the Intellectual Property Assignment is hereby terminated and all security interests in the collateral assigned therein are released, and that same shall be null and void and have no further force and effect, and (b) Borrower or any other party designated by Borrower is authorized to file the attached Exhibit A with the USPTO.

KEYBANK NATIONAL ASSOCIATION

By: 

Michael V. Lugli
Senior Vice President

EXHIBIT A

(see attached)

INTELLECTUAL PROPERTY COLLATERAL ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY COLLATERAL ASSIGNMENT AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made as of the 28th day of October, 2003, by CABLE EXPRESS OPERATING, INC., a Delaware corporation ("Pledgor") in favor of KEYBANK NATIONAL ASSOCIATION ("Lender").

1. Recitals.

Pledgor, Cable Express Acquisition Company, a Delaware corporation, Armada Operating, Inc., a Delaware corporation and Midtown Express Operating, Inc., a Delaware corporation (together with their respective successors and assigns, collectively "Borrowers" and individually, each a "Borrower"), have entered into that certain Credit and Security Agreement, dated as of September 30, 2003, with Lender (as the same may from time to time be amended, restated or otherwise modified, the "Credit Agreement"). Pledgor desires that the Lender grants to Borrowers the financial accommodations as described in the Credit Agreement.

Pledgor deems it to be in its direct pecuniary and business interests that it obtain from Lender the Commitment, as defined in the Credit Agreement, and the Loans, as hereinafter defined, provided for in the Credit Agreement.

Pledgor understands that Lender is willing to grant such financial accommodations to Borrowers only upon certain terms and conditions, one of which is that Pledgor grant to Lender a security interest in and a contingent assignment of the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of each financial accommodation granted to Pledgor by Lender and for other valuable considerations.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement and (b) unless otherwise defined in the Credit Agreement, terms that are defined in the U.C.C., as hereinafter defined, are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

"Assignment" shall mean an Assignment in the form of Exhibit A attached hereto.

"Collateral" shall mean, collectively, all of Pledgor's existing and future right, title and interest in, to and under (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, industrial designs, copyright registrations and other intellectual property, whether federal, state or foreign, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, confidential information, improvements and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all

licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered, and all other payments earned under contract rights, relating to any of the foregoing; (f) all other intangible intellectual or similar property of Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; and (h) Proceeds of any of the foregoing.

“Debt” shall mean, collectively, (a) all Indebtedness or other obligations now owing or hereafter incurred by Borrowers to Lender pursuant to the Credit Agreement and any Note executed in connection therewith; (b) each renewal, extension, consolidation or refinancing of any of the foregoing, in whole or in part; (c) all interest from time to time accruing on any of the foregoing, and all fees and other amounts payable to Lender pursuant to the Credit Agreement or any other Loan Document.

“Event of Default” shall mean an event or condition that constitutes an Event of Default, as defined in Section 8 of the Credit Agreement.

“Person” shall mean any individual, sole proprietorship, partnership, joint venture, unincorporated organization, corporation, limited liability company, institution, trust, estate, government or other agency or political subdivision thereof or any other entity.

“Related Expenses” shall mean any and all costs, liabilities, and expenses (including, without limitation, losses, damages, penalties, claims, actions, reasonable attorneys’ fees, legal expenses, judgments, suits and disbursements) (a) incurred by, imposed upon or asserted against, Lender in any attempt by Lender to (i) obtain, preserve, perfect or enforce any Loan Document or security interest evidenced by any Loan Document; (ii) obtain payment, performance or observance of any and all of the Debt; or (iii) maintain, insure, audit, collect, preserve, repossess or dispose of any of the collateral securing the Debt or any thereof, including, without limitation, costs and expenses for appraisals, assessments or audits of any Company or any such collateral; or (b) incidental or related to (a) above, including, without limitation, upon imposition of the Default Rate, interest thereupon at the Default Rate from the date incurred, imposed or asserted until paid.

“U.C.C.” shall mean the Uniform Commercial Code as in effect from time to time in Ohio.

“USPTO” shall mean the United States Patent and Trademark Office in Washington D.C.

3. Grant of Assignment and Security Interest. In consideration of and as security for the full and complete payment of all of the Debt, Pledgor hereby agrees that Lender shall at all times have, and hereby grants to Lender, a security interest in and a contingent assignment of all of the Collateral, including (without limitation) all of Pledgor’s future Collateral, irrespective of any lack of knowledge by Lender of the creation or acquisition thereof.

4. Representations and Warranties. Pledgor hereby represents and warrants to Lender as follows:

4.1. Pledgor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable.

4.2. The Collateral is valid and enforceable.

4.3. Except as disclosed on Schedule 2 hereto, Pledgor has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person.

4.4. Except for liens expressly permitted pursuant to Section 5.9 of the Credit Agreement, Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances (including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third Persons), other than licenses or covenants not to sue granted by Pledgor in the ordinary course of business.

4.5. Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.

4.6. Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a material adverse effect on Pledgor.

5. Further Assignment Prohibited. Pledgor shall not enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral, without Lender's prior written consent, such consent not to be unreasonably withheld. Absent such prior written consent, any attempted sale or license is null and void.

6. Right to Inspect. Pledgor hereby grants to Lender, and its employees and agents the right, not more than once per twelve (12) month period, after reasonable advance notice during regular business hours, to visit any location of Pledgor or, if applicable, any other location, and to inspect the products and quality control records relating thereto at Pledgor's expense.

7. Standard Patent and Trademark Use. Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Pledgor shall further conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and SM where appropriate.

8. Event of Default.

8.1 An Event of Default, as defined in Section 8 of the Credit Agreement shall also constitute an Event of Default under this Agreement.

8.2 Pledgor expressly acknowledges that Lender may record this Agreement with the USPTO. Contemporaneously herewith, Pledgor shall execute and deliver to Lender the Assignment, which Assignment shall have no force and effect and shall be held by Lender in escrow until the occurrence of an Event of Default; provided, that, anything herein to the contrary notwithstanding, the security interest and a contingent assignment granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default, the Assignment shall immediately take effect upon reasonable prior notice and certification of such fact by an authorized officer of Lender in the form reflected on the face of the Assignment and Lender may, in its sole discretion, record the Assignment with USPTO.

8.3 If an Event of Default shall occur, and during the continuance of such Event of Default, Pledgor irrevocably authorizes and empowers Lender, to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Lender, on behalf of the Banks, may in its sole discretion, sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that Pledgor may have therein, at any time, or from time to time. No prior notice need be given to Pledgor or to any other Person in the case of any sale of Collateral that Lender determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case Lender shall give Pledgor no fewer than ten days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. Pledgor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, Lender may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights Pledgor hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, Lender may apply the net proceeds of each such sale to or toward the payment of the Debt, whether or not then due, in such order and by such division as Lender in its sole discretion may deem advisable. Any excess, to the extent permitted by law, shall be paid to Pledgor, and the obligors on the Debt shall remain liable for any deficiency. In addition, Lender shall at all times have the right to obtain new appraisals of Pledgor or the Collateral, the cost of which shall be paid by Pledgor.

9. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that Pledgor shall not be obligated to maintain any Collateral in the event Pledgor determines, in the reasonable business judgment of Pledgor, that the maintenance of such Collateral is no longer necessary in Pledgor's business. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by Lender in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, upon demand by Lender and, until so paid, shall be added to the principal amount of the Debt.

10. Pledgor's Obligation to Prosecute. Except as otherwise agreed to by Lender in writing, and subject to Section 9 above and the reasonable business judgment of Pledgor, Pledgor shall have the duty (i) to prosecute diligently any patent, trademark, servicemark or copyright application pending as of the date of this Agreement or thereafter until the Debt shall have been paid in full; (ii) to file and prosecute opposition and cancellation proceedings; and (iii) to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by Pledgor. Pledgor shall not abandon any Collateral without the prior written consent of Lender, unless such abandonment will not have a material adverse effect on Pledgor or such abandonment is in connection with any Collateral that, in the reasonable business judgment of Pledgor, is no longer necessary in Pledgor's business.

11. Lender's Right to Enforce. Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. Lender shall have the right, but shall have no obligation, to join in any such action.

12. Power of Attorney. Pledgor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence, and only during the continuance of, an Event of Default, Pledgor's name on all applications, documents, papers and instruments necessary for Lender, on behalf of the Banks, to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. This power of attorney shall be irrevocable for the life of this Agreement; provided, however, that this power of attorney may be revocable based upon any gross negligence, willful or intentional conduct of Lender or such officer or agent of Lender appointed pursuant to this Section 12.

13. Lender's Right to Perform Obligations. If Pledgor fails to comply with any of its obligations under this Agreement, Lender, may, but is not obligated to, do so in Pledgor's name or in the name of Lender, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Lender, upon request, in full for all expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Collateral.

14. Additional Documents. Pledgor shall, upon written request of Lender, enter into such additional documents or instruments as may be reasonably required by Lender in order to effectuate, evidence or perfect the interest of Lender in the Collateral, as evidenced by this Agreement.

15. New Collateral. If, before the Debt shall have been irrevocably paid in full and the Commitment terminated, Pledgor shall obtain rights to any new Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and Pledgor shall give Lender prompt written notice thereof.

16. Modifications for New Collateral. Pledgor hereby authorizes Lender to modify this Agreement by amending Schedule 1 to include any future Collateral as contemplated by Sections 1 and 15 hereof and, at Lender's request, Pledgor shall execute any documents or instruments required by Lender in order to modify this Agreement, as provided by this Section 16, provided that any such modification to Schedule 1 or shall be effective without the signature of Pledgor.

17. No Waiver. No course of dealing between Pledgor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

18. Remedies Cumulative. All of the rights and remedies of Lender with respect to the Collateral, whether established hereby or by the Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

19. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

20. Modifications. This Agreement may be amended or modified only by a writing signed by Pledgor and Lender. In the event that any provision of this Agreement is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of this Agreement shall control.

21. Headings. The headings and subheadings used herein are for convenience of reference only and shall be ignored in interpreting the provisions of this Agreement.

22. Successors and Assigns. This Agreement shall be binding upon Pledgor and Pledgor's successors and assigns and shall inure to the benefit of and be enforceable and exercisable by Lender and its respective successors and assigns.

23. Assignment. This Agreement shall not be assigned by Pledgor without the prior written consent of Lender. Any attempted assignment or transfer without the prior written consent of Lender shall be null and void. Lender may assign this Agreement only to an Assignee of the Credit Agreement.

24. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Pledgor or Lender, mailed or delivered to it, addressed to the address of if to Pledgor or Lender specified on the signature pages of the Credit Agreement or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or

two Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that notices from Pledgor to Lender pursuant to any of the provisions hereof shall not be effective until received by Lender.

25. Termination. At such time as the Debt shall have been irrevocably paid in full, the Commitment terminated, and the Credit Agreement terminated, this Agreement shall automatically terminate. Upon written request of Pledgor, Lender shall promptly execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release Lender's security interest in and assignment of the Collateral and to re-vest in Pledgor full title to the Collateral, subject to any disposition thereof that may have been made by Lender pursuant hereto.

26. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of Pledgor and Lender hereunder shall be governed by and construed in accordance with Ohio law, without regard to principles of conflict of laws. Pledgor and Lender hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cleveland, Ohio, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. Pledgor and Lender hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor and Lender agrees that a final, nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

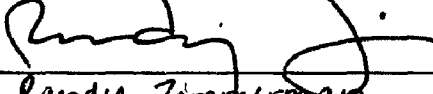
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27. JURY TRIAL WAIVER. BORROWER, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN BORROWER AND LENDER ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date set forth above.

Address: 33 Collegeview Road
Westerville, OH 43081
Attention: Randy Zimmerman

CABLE EXPRESS OPERATING, INC.

By: 
Name: Randy Zimmerman
Title: Vice President

THE STATE OF Florida)
) SS:
COUNTY OF Broward)

BEFORE ME, a Notary Public, the undersigned, on this day personally appeared personally known, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of CABLE OPERATING, INC., a Delaware corporation, and that she/he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28 day of October, 2003.



Joann Farrell
Notary Public




SCHEDULE 1

Schedule 1

CABLE EXPRESS, INC.
TRADEMARKS

Mark	Country	Serial No./ Filing Date	Reg No./ Registered	Class/Goods and Services	Status	Comments
CABLE EXPRESS 	U.S.	75/640,532 2/12/99	2,354,950 6/6/00	37, Installation of television cables	REGISTERED	UNRELEASED SECURITY INTEREST granted to PNC Bank, N.A. on 9/1/00, recorded 10/11/00 at 2161/0392
CABLE EXPRESS 	U.S.	78/236,201 4/10/03	N/A	37, Installation and maintenance services, namely, installing and maintaining end-user connections to the infrastructure networks of cable television, telecommunications, wireless and broadband services carriers and providers	Pending	

TRADEMARKS

Mark	Country	Serial No./ Filing Date	Reg No./ Registered	Class/Goods and Services	Status	Comments
BROADBAND EXPRESS 	U.S.	78/236,228 4/10/03	N/A	37, Installation and maintenance services, namely, installing and maintaining end-user connections to the infrastructure networks of cable television, telecommunications, wireless and broadband services carriers and providers	Pending	

SCHEDULE 2

1. Since 1999, Cable Express, Inc. has been involved in an ongoing dispute with a New York company called Cable Express Corporation ("CEC") based upon CEC's assertions that Cable Express, Inc.'s use of the "Cable Express" name and mark infringes CEC's trademark rights. Cable Express, Inc. has consistently disputed CEC's assertions in their entirety. No litigation has been commenced to date by either party to this dispute.

EXHIBIT A

FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY LENDER IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY COLLATERAL ASSIGNMENT AGREEMENT (THE "AGREEMENT"), DATED AS OF October 28, 2003, EXECUTED BY CABLE EXPRESS ACQUISITION COMPANY, A DELAWARE CORPORATION ("BORROWER"), IN FAVOR OF KEYBANK NATIONAL ASSOCIATION (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "LENDER"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF LENDER CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED AND THAT LENDER HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

KEYBANK NATIONAL ASSOCIATION,

By: _____
Name: _____
Title: _____
Date: _____

ASSIGNMENT

WHEREAS, CABLE EXPRESS OPERATING, INC., a Delaware corporation ("Pledgor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed an Intellectual Property Collateral Assignment Agreement, dated as of October 28, 2003 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of KeyBank National Association (together with its successors and assigns, "Lender") pursuant to which Pledgor has granted to Lender, a security interest in a contingent assignment of the Collateral as security for the Debt, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in and contingent assignment of the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence, and during the continuance, of an Event of Default, as defined in the Agreement, and Lender's election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Lender, and its successors, transferees and assigns, all of Pledgor's existing and future right, title and interest in, to and under (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations, whether federal, state or foreign; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered, and all other payments earned under contract rights, relating to any of the foregoing; (f) all other intangible intellectual or similar property of Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; and (h) Proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is registered in or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon certification of an authorized officer of Lender, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) Lender has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by its duly authorized officer on October 28, 2003.

ATTEST:

CABLE EXPRESS ACQUISITION
COMPANY

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

THE STATE OF _____)
) SS:
COUNTY OF _____)

BEFORE ME, a Notary Public, the undersigned, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of CABLE EXPRESS ACQUISITION COMPANY, a Delaware corporation, and that she/he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of _____, 2003.

Notary Public