

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
James Cable, Inc.		04/07/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York
Street Address:	101 Barclay Street
Internal Address:	8th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10286
Entity Type:	Banking Corporation: NEW YORK

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	78852556	COMMUNICOMM
Registration Number:	2201183	COMMUNICOMM
Registration Number:	2248204	COMMUNICOMM
Registration Number:	2248205	

CORRESPONDENCE DATA

Fax Number: (202)585-8080
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-585-8264
 Email: sfreedman@nixonpeabody.com
 Correspondent Name: Susan M. Freedman, Esq.
 Address Line 1: Nixon Peabody LLP
 Address Line 2: 401 9th Street, N.W., Suite 900
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

CH \$115.00 78852556

ATTORNEY DOCKET NUMBER:	031538-2
NAME OF SUBMITTER:	Susan M. Freedman
Signature:	/susan m. freedman/
Date:	05/18/2006
Total Attachments: 5 source=TM Security Assignment - James Cable, LLC to The Bank of New York#page1.tif source=TM Security Assignment - James Cable, LLC to The Bank of New York#page2.tif source=TM Security Assignment - James Cable, LLC to The Bank of New York#page3.tif source=TM Security Assignment - James Cable, LLC to The Bank of New York#page4.tif source=TM Security Assignment - James Cable, LLC to The Bank of New York#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended or otherwise modified from time to time, this "Agreement") made as of this 7th day of April, 2006 by JAMES CABLE, LLC, a Delaware limited liability company ("Grantor"), in favor of THE BANK OF NEW YORK, in its capacity as Collateral Agent for the Lenders party to the Second Lien Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Second Lien Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Second Lien Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Second Lien Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Second Lien Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Second Lien Credit Agreement;

WHEREAS, concurrently herewith, Grantor has also entered into an Amended and Restated First Lien Credit Agreement with Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as collateral agent thereunder (the "First Lien Collateral Agent") and lenders referred to therein (as the same may be amended, restated, modified or supplemented and in effect from time to time, the "First Lien Credit Agreement"), which amends and restates a certain Credit Agreement dated as of December 12, 2003 among Grantor, First Lien Collateral Agent and the lenders referred to therein;

WHEREAS, concurrently herewith, Grantor, Grantee hereunder and the First Lien Collateral Agent have entered into an Intercreditor Agreement (as the same may be amended, restated, modified or supplemented and in effect from time to time, the "Intercreditor Agreement") which provides for, inter alia, the relative priorities of the security interests in the Pledged Collateral granted herein and in the First Lien Financing Documents (as defined under the Second Lien Credit Agreement); and

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Second Lien Credit Agreement and Second Lien Security Agreement. The Second Lien Credit Agreement and Second Lien Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this

reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Second Lien Security Agreement. If any conflict or inconsistency exists between this Agreement, the First Lien Financing Documents and the Intercreditor Agreement with respect to the rights and obligations of Grantee hereunder and the First Lien Collateral Agent, the Intercreditor Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

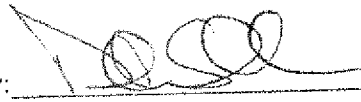
(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

Notwithstanding anything to the contrary contained in this Agreement, the priorities with respect to all security interests in the Trademark Collateral granted to Grantee hereunder and under the other Financing Documents and to First Lien Collateral Agent under the First Lien Financing Documents shall be governed by the terms and provisions of the Intercreditor Agreement.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement
as of the date first written above.

JAMES CABLE, LLC

By: 
Name: Daniel K. Shoemaker
Title: Chief Financial Officer

Agreed and Accepted
As of the Date First Written Above

THE BANK OF NEW YORK,
not in its individual capacity but solely as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

JAMES CABLE, LLC

By: _____
Name:
Title:

Agreed and Accepted
As of the Date First Written Above

THE BANK OF NEW YORK,
not in its individual capacity but solely as Collateral Agent

By: 
Name: _____
Title: **MERVYN YAN**
ASSISTANT TREASURER

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Service Mark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
CommuniComm	2,201,183	November 3, 1998
CommuniComm	2,248,204	May 25, 1999
CommuniComm Logo	2,248,205	May 25, 1999

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
CommuniComm	78,852,556	April 3, 2006