

Form PTO-1594
(rev 06/04)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U. S. Department of Commerce
Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying party(ies)/Execution Date(s):
WideOpenWest Finance, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other **Limited Liability Company**

Citizenship **Delaware**
Execution Date(s) **May 1, 2006**
Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Government Interest Assignment
 Other **First Lien Trademark Security Agreement**

2. Name and Address of receiving party(ies)
Additional name(s) & address(es) attached? Yes No
Name: **Credit Suisse, Cayman Islands Branch**

Internal Address: _____
Street Address: **Eleven Madison Avenue**

City: **New York**
State: **New York**
Country: **USA** Zip: **10010**
 Association - Citizenship _____
 General Partnership - Citizenship _____

Limited Partnership - Citizenship _____
 Corporation - Citizenship _____
 Other **Bank**
Citizenship **Switzerland**

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No.

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

A. Trademark Application No(s).
76391520 76391521 76391634
78497799
Additional numbers attached? Yes No

B. Trademark Registration No(s).
2629840 2608889 2590815
2623311 2574712 2619865
2665321 2699308 2745619
2634172

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

Bruce Goldner, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036
Tel: (212) 735-2972
Fax: (917) 777-2972
bgoldner@skadden.com

6. Total number of applications and registrations involved: **# 14**

7. Total fee (37 CFR 1.21(h) and 3.41) **\$365**
 All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref.) 217730-1906

8. Payment Information
Deposit Account No. **19-2385**
Authorized user Name: **Evans Richardson**

9. Signature.

Signature
Bruce Goldner
Name of Person Signing

August 16, 2006
Date

Total number of pages including cover sheet, and documents: **# 7**

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CONTINUATION OF Item 1. Names of Additional Conveying Parties

WideOpenWest Networks, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other **Limited Liability Company**

Citizenship **Delaware**

Execution Date(s) **May 1, 2006**

TRADEMARK SECURITY AGREEMENT
(First Lien)

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 1, 2006, is entered into by and between WideOpenWest Finance, LLC, WideOpenWest Networks, LLC, each a Delaware limited liability company, each located at 7807 East Peakview Avenue, Suite 400, Englewood, Colorado 80111 (together, the "Grantors"), and Credit Suisse, Cayman Islands Branch, a Swiss bank located at Eleven Madison Avenue, New York, New York 10010, as Administrative Agent pursuant to that certain Security Agreement, dated as of May 1, 2006, between the Administrative Agent and Grantor, amongst others (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and pursuant to that certain Credit Agreement, dated as of May 1, 2006 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among WideOpenWest Finance, LLC, the Parent Guarantors signatory thereto, the lending institutions from time to time party thereto and the Administrative Agent. Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Security Agreement, each Grantor is granting a security interest to the Administrative Agent in certain Collateral, including but not limited to the Trademarks set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Administrative Agent hereby agree as follows:

I. Grant of Security Interest

(a) Each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates, transfers and grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in the Trademarks (as defined in the Security Agreement), whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations. The foregoing security interest shall include, without limitation, all trademarks referred to on Schedule A, and the right to obtain all renewals thereof, but shall in no case extend to any trademark applications filed in the United States Patent and Trademark Office on the basis of any Grantor's intent to use such trademark, unless and until acceptable evidence of use of such trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or 1(d) of the Lanham Act (15 U.S.C., et. seq.), to the extent that granting a security interest in such application prior to such filing would adversely affect the validity or enforceability or result in cancellation of such trademark application.

(b) The security interest granted hereby is granted concurrently and in conjunction with the Security Interest granted to the Administrative Agent under the Security Agreement. The rights and remedies of the Administrative Agent with respect to the security interest granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference as if fully set forth herein, and are in addition to those rights and remedies which are now or hereafter available to the Administrative Agent as a matter of law or equity. The exercise by the Administrative Agent of any one or more of the

rights, powers or privileges provided for in this Agreement, in the Security Agreement, or now or hereafter existing at law or in equity shall not preclude any other or further exercise by any person, including the Administrative Agent, of any or all other rights, powers or privileges. In the event that any of the provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Recordation

Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

5. Termination; Release of Security Interest

Upon termination of the Security Interest in Trademarks in accordance with the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to each Grantor, at such Grantor's expense, an instrument in writing in recordable form releasing the security interest in the Trademarks under this Agreement. Any execution and delivery of termination statements, releases or other documents pursuant to this Section 5 shall be without recourse to, or warranty by, the Administrative Agent or any other Secured Party.

6. Counterparts


This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

WIDOPENWEST FINANCE, LLC
WIDOPENWEST NETWORKS, LLC

By: 
Name: Steven Cochran
Title: CFO

[First Licu Trademark Security Agreement]

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ADMINISTRATIVE AGENT:

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Administrative Agent

By: _____
Name: PHILLIP HO
Title: DIRECTOR

By: K. Blasetti _____
Name: KARIM BLASETTI
Title: ASSOCIATE

[First Lien Trademark Security Agreement]

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Schedule A to TRADEMARK SECURITY AGREEMENT

Mark	Reg. No. / Ser. No.	Date Registered / Filed	Grantor
WIDEOPENWEST	<u>2629840 / 75/932818</u>	<u>10/8/2002 / 2/25/2000</u>	WideOpenWest Networks, LLC
WIDEOPENWEST logo	<u>2608889 / 76/142329</u>	<u>8/20/2002 / 10/9/2000</u>	WideOpenWest Networks, LLC
Orange Square symbol	<u>2590815 / 76/142328</u>	<u>7/9/2002 / 10/9/2000</u>	WideOpenWest Networks, LLC
BRINGING BROADBAND HOME	<u>2623311 / 76/142468</u>	<u>9/24/2002 / 10/6/2000</u>	WideOpenWest Networks, LLC
WIDEOPENINTERNET	<u>2574712 / 76/142430</u>	<u>5/28/2002 / 10/6/2000</u>	WideOpenWest Networks, LLC
WIDEOPENCABLE	<u>2619865 / 76/142331</u>	<u>9/17/2002 / 10/9/2000</u>	WideOpenWest Networks, LLC
WIDEOPENTELEPHONE	<u>2665321 / 76/142330</u>	<u>12/24/2002 / 10/9/2000</u>	WideOpenWest Networks, LLC
WIDEOPENMOVIES	<u>2699308 / 76/142698</u>	<u>3/25/2003 / 10/9/2000</u>	WideOpenWest Networks, LLC
WIDE OPEN	<u>2745619 / 75/932817</u>	<u>8/5/2003 / 2/25/2000</u>	WideOpenWest Networks, LLC
THE FUTURE IS NOW WIDEOPEN	<u>2634172 / 76/142326</u>	<u>10/15/2002 / 10/9/2000</u>	WideOpenWest Networks, LLC
WOW! CABLE	<u>76/391520</u>	<u>04/04/2002</u>	WideOpenWest Networks, LLC
WOW! INTERNET	<u>76/391521</u>	<u>04/04/2002</u>	WideOpenWest Networks, LLC
WOW! PHONE	<u>76/391634</u>	<u>04/04/2002</u>	WideOpenWest Networks, LLC
IT'S BETTER TO BUNDLE	<u>78/497799</u>	<u>10/11/2004</u>	WideOpenWest Finance, LLC