

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademark Collateral at Reel 3303 Frame 0964		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH		05/04/2010	BANK: SWITZERLAND
RECEIVING PARTY DATA			
Name:	CLASSIC COMMUNICATIONS, INC.		
Street Address:	6151 Paluxy Drive, Building A		
City:	Tyler		
State/Country:	TEXAS		
Postal Code:	75703		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2868361	CCT	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-540-1235		
Email:	ipdocket@lw.com, kristin.azcona@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, 20th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038611-0098		
NAME OF SUBMITTER:	Kristin J. Azcona		
Signature:	/kja/		
Date:	05/04/2010		

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Total Attachments: 3

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**RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this "Release") is made as of May 4, 2010 by **CREDIT SUISSE AG**, Cayman Islands Branch (formerly known as Credit Suisse, Cayman Islands Branch) as Second Lien Collateral Agent for the Secured Parties (the "Second Lien Collateral Agent"), in favor of Classic Cable, Inc., Classic Communications, Inc., and Cebridge Connections, Inc. (collectively, "Grantors"). Capitalized terms used by not otherwise defined herein shall have the respective meanings ascribed in the Security Agreement (as defined below).

WITNESSETH

WHEREAS, Second Lien Collateral Agent, Lenders, and Grantors are parties to (i) a certain Credit Agreement, dated as of May 5, 2006 (the "Credit Agreement"), (ii) a certain Pledge and Security Agreement dated May 5, 2006 (the "Pledge and Security Agreement"), and (iii) a certain Second lien Trademark Security Agreement dated as of May 5, 2006 (the "Trademark Security Agreement"), pursuant to which Grantors have granted a security interest in and continuing lien on all of Grantor's right, title, and interest in, to and under all the trademarks, including the trademarks set forth on Schedule A hereto, as security for the Obligations; and

WHEREAS, the Second Lien Trademark Security Agreement was recorded in the United States Patent and Trademark Office on May 5, 2006 at Reel/Frame Nos. 3303/0948 (Classic Cable, Inc.), 3303/0964 (Classic Communications, Inc.), and 3304/0001 (Cebridge Connections, Inc.);

WHEREAS, Grantors have requested that the Second Lien Collateral Agent release its security interest in the Trademark Collateral (as such term is defined herein below);

NOW, THEREFORE, for good and valuable consideration, receipt, and sufficiency of which is hereby acknowledged:

SECTION 1. The Second Lien Collateral Agent hereby terminates and releases all of its right, title and interest in and continuing lien on the following assets of Grantors' (all of which being hereinafter referred to as the "Trademark Collateral"):

(a) Trademark Collateral now existing or hereinafter adopted or acquired in the United States including those referred to on Schedule A attached hereto;

(b) Goodwill associated with such Trademark Collateral; and



(c) Proceed of any an all the foregoing.

SECTION 2. FURTHER ASSURANCES. Second Lien Collateral Agent agrees to provide Grantors with any information and additional authorization, and will execute any documents necessary to effect, record, and perfect the release of the Second Lien Collateral Agent's security interest in the Trademark Collateral.

SECTION 3. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS


OWNER: CLASSIC CABLE, INC. (REEL/FRAME: 3303/0948)

MARK	REG. NO.
	2,468,330
CNA	2,608,443
	2,637,892

OWNER: CLASSIC COMMUNICATIONS, INC. (REEL/FRAME: 3303/0964)

MARK	Reg. No.
CCT	2,868,361

OWNER: CEBRIDGE CONNECTIONS, INC. (REEL/FRAME: 3304/0001)

MARK	SERIAL NO.
LIFE CONNECTED	78/860,621
SUDDENLINK	78/851,677
SUDDENLINK COMMUNICATIONS	78/851,595
	78/865,089