

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344407

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Trademark Security Interest Agent Agreement
RESUBMIT DOCUMENT ID:	900327197

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		06/08/2015	Bank: SWITZERLAND

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	383 Madison Avenue, 24th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10179
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	77594970	"EASY AS COUNTING TO ONE"
Serial Number:	77595913	"THE WORLD'S EASIEST BUNDLE"
Serial Number:	77655683	VIPPERKS
Serial Number:	77772697	NOW VOD
Serial Number:	77595121	SUDDENLINK YOU'RE CONNECTED
Serial Number:	85339558	SUDDENLINK2GO
Serial Number:	78860621	LIFE CONNECTED
Serial Number:	78851677	SUDDENLINK
Serial Number:	78851595	SUDDENLINK COMMUNICATIONS
Serial Number:	78865089	SUDDENLINK LIFE CONNECTED
Serial Number:	78908283	SUDDENLINK HOMESOURCE
Serial Number:	78905733	SUDDENLINK HOMESOURCE
Serial Number:	78899274	CONEXION UNICA
Serial Number:	78882332	SUDDENLINK
Serial Number:	85128553	AXIS

CORRESPONDENCE DATA

Fax Number: 2123037064

TRADEMARK

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212.318.6824
Email: christinedionne@paulhastings.com
Correspondent Name: Christine Dionne c/o Paul Hastings LLP
Address Line 1: 75 East 55th Street
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	93448.00003
NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	06/12/2015

Total Attachments: 8

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TRADEMARK SECURITY INTEREST AGENT AGREEMENT

This **TRADEMARK SECURITY INTEREST AGENT AGREEMENT** (this "Agreement") is entered into as of June 8, 2015, by and between **Credit Suisse AG, Cayman Islands Branch**, in its capacity as the resigning collateral agent ("Resigning Agent") and **JPMorgan Chase Bank, N.A.**, in its prospective capacity as the successor collateral agent ("Successor Agent").

WHEREAS, Resigning Agent is a party to that certain Trademark Security Agreement entered into as of February 14, 2012 (the "Trademark Security Agreement") with the Grantors (as that term is defined in the Trademark Security Agreement), which is recorded at Reel/Frames: 4718/0727 and 4718/0699, and that certain Pledge and Security Agreement dated as of February 14, 2012 (the "Pledge and Security Agreement") with the Grantors and the other grantors party thereto;

WHEREAS, pursuant to the Trademark Security Agreement, Resigning Agent was granted, for the benefit of the Secured Parties (as that term is defined in the Pledge and Security Agreement), a security interest and continuing lien on the Grantors' Trademark Collateral (as that term is defined in the Trademark Security Agreement), including the trademarks listed on Schedule A attached hereto;

WHEREAS, pursuant to that certain Second Amendment and Consent to Credit and Guaranty Agreement, dated as of June 8, 2015 (the "Second Amendment"), to that certain Credit and Guaranty Agreement, dated as of February 14, 2012, and as amended as of April 12, 2013, by and among Cequel Communications Holdings II, LLC, Cequel Communications, LLC ("Borrower"), the other credit parties party thereto, the Resigning Agent, and the lenders party thereto, Resigning Agent is resigning as, *inter alia*, collateral agent and Successor Agent is being appointed as, *inter alia*, collateral agent; and

WHEREAS, Resigning Agent desires to assign its rights under the Trademark Security Agreement to Successor Agent.

IN CONSIDERATION of the agreements, provisions and covenants herein contained, the parties hereto hereby agree as follows:

Assignment

(a) Resigning Agent hereby irrevocably assigns and delegates to Successor Agent, effective as of the Succession Date (as that term is defined in the Second Amendment), all of the rights, benefits, authority, powers, and duties of Resigning Agent under the Trademark Security Agreement, including Resigning Agent's first priority security interest in the Grantor's Trademark Collateral.

(b) Effective as of the Succession Date, Successor Agent shall succeed to the rights, benefits, authority, powers and duties of Resigning Agent under the Trademark Security Agreement as if it were the original collateral agent thereunder, and the rights, benefits, powers and duties of Resigning Agent under the Trademark Security Agreement shall be terminated.

Miscellaneous

(a) This Agreement is entered into and made without any recourse to Resigning Agent or Successor Agent and without any representations or warranties by Resigning Agent or Successor Agent of any kind or nature.

(b) Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party (including, if applicable, any party required to evidence its consent to or acceptance of this Agreement) against whom enforcement of such change, waiver, discharge or termination is sought.

(c) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(d) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

(e) This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

(f) This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized, such execution being made as of the date first written above.

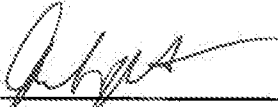
CREDIT SUISSE AG, Cayman Islands Branch,

in its capacity as Resigning Agent

By:  _____

Name: Judith E. Smith

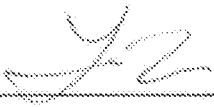
Title: Authorized Signatory

By:  _____

Name: D. Andrew Maletta

Title: Authorized Signatory

JPMORGAN CHASE BANK, N.A.
in its capacity as Successor Agent

By: 
Name: Timothy D. Lee
Title: Vice President


SCHEDULE A



Trademark Registrations and Applications

OWNER: CEQUEL COMMUNICATIONS, LLC

Mark	Serial No. / Application Date	Registration No. / Registration Date
<i>United States Federal</i>		
"EASY AS COUNTING TO ONE"	77594970 11-17-2008	3713173 11-17-2009
"THE WORLD'S EASIEST BUNDLE"	77595913 11-20-2008	3713176 11-17-2009
VIPPERKS	77655683 1-23-2009	3773065 04-06-2010
NOW VOD	77772697 07-01-2009	3998708 7-19-2011
"SUDDENLINK... YOU'RE CONNECTED"	77595121 10-17-2008	4158099 6-12-2012
AXIS	85128553 09-13-2010	None.
SUDDENLINK2GO	85339558 07-06-2011	4286618 2-5-2013

OWNER: CEBRIDGE CONNECTIONS, INC.

Mark	Serial No. / Application Date	Registration No. / Registration Date
<i>United States Federal</i>		
LIFE CONNECTED	78860621 4-13-2006	3593183 03-17-2009
SUDDENLINK	78851677 3-31-2006	3514227 10-07-2008
SUDDENLINK COMMUNICATIONS	78851595 3-31-2006	3518352 10-14-2008
SUDDENLINK LIFE CONNECTED	78865089 4-19-2006	3514248 10-07-2008
		

SUDDENLINK HOMESOURCE 	78908283 6-14-2006	3438249 05-27-2008
SUDDENLINK HOMESOURCE	78905733 6-12-2006	3420591 04-29-2008
CONEXION UNICA	78899274 6-02-2006	3518418 10-14-2008
SUDDENLINK 	78882332 5-12-2006	3438173 05-27-2008

OWNER: CEQUEL III COMMUNICATIONS I, LLC

Mark	Serial No. / Registration No.
<i>State - Louisiana</i>	
SUDDENLINK COMMUNICATIONS VI	622469 03-25-2010

OWNER: CLASSIC CABLE OF LOUISIANA, LLC

Mark	Serial No. / Registration No.
<i>State - Louisiana</i>	
CLASSIC CABLE	564032 09-09-1999
SUDDENLINK COMMUNICATIONS IV	591354 5-5-2006
CORRECTIONAL CABLE	578556 6-30-2003
CABLE NETWORK ADVERTISING	578557 6-30-2003

OWNER: CEBRIDGE TELECOM LA, LLC

Mark	Serial No. / Registration No.
<i>State - Louisiana</i>	
SUDDENLINK COMMUNICATIONS LA	591300 05-03-2006
CEBRIDGE CONNECTIONS TELECOM	591036 04-12-2006

OWNER: KINGWOOD SECURITY SERVICES, LLC

Mark	Serial No. / Registration No.
<i>State - Louisiana</i>	
SUDDENLINK SECURITY	620941 11-06-2009

OWNER: CLASSIC COMMUNICATIONS, INC.

Mark	Serial No. / Registration No.
<i>State - Texas</i>	
CCT	800085158 05-15-2002

OWNER: CEBRIDGE ACQUISITION, L.P.

Mark	Serial No. / Registration No.
<i>State - Louisiana</i>	
SUDDENLINK MEDIA	591900 6-14-2006
SUDDENLINK COMMUNICATIONS	591299 5-3-2006
CEBRIDGE CONNECTIONS LA	591033 4-12-2006

OWNER: FRIENDSHIP CABLE OF ARKANSAS, INC.

Mark	Serial No. / Registration No.
<i>State - Louisiana</i>	
SUDDENLINK COMMUNICATIONS V	591355 05-05-2006

OWNER: FRIENDSHIP CABLE OF TEXAS, INC.

Mark	Serial No. / Registration No.
<i>State - Louisiana</i>	
SUDDENLINK COMMUNICATIONS I	591352 05-05-2006
<i>State - North Dakota</i>	
CORRECTIONAL CABLE	29717800 07-29-2011

OWNER: UNIVERSAL CABLE HOLDINGS, INC.

Mark	Serial No. / Registration No.
<i>State - Louisiana</i>	
SUDDENLINK COMMUNICATIONS III	591353 05-05-2006
<i>State - Nebraska</i>	
SUDDENLINK COMMUNICATIONS	10085209 05-25-2006
CEBRIDGE CONNECTIONS	10051147 10-14-2003
CORRECTIONAL CABLE	10042857 2-21-2003
CLASSIC	10042858

COMMUNICATIONS	2-21-2003
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OWNER: FRIENDSHIP CABLE OF TEXAS, INC., FRIENDSHIP CABLE OF ARKANSAS, INC. and CLASSIC CABLE OF LOUISIANA, L.L.C.

Mark	Serial No. / Registration No.
<i>State - Louisiana</i>	
CEBRIDGE CONNECTIONS	579993 10-31-2003