

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM435584

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		07/18/2017	Bank: SWITZERLAND
WideOpen West Finance, LLC		07/18/2017	Limited Liability Company: DELAWARE
Knology of Kansas, Inc.		07/18/2017	Corporation: DELAWARE
Knology Broadband, Inc.		07/18/2017	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	JPMorgan Chase Bank, N.A.
<b>Street Address:</b>	4 Chase Metrotech Center
<b>Internal Address:</b>	c/o JPMorgan Chase & Co.
<b>City:</b>	Brooklyn
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11245-0001
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
<b>Registration Number:</b>	3261084	WAVE RUNNER
<b>Registration Number:</b>	2046145	GEEKS ON WHEELS
<b>Registration Number:</b>	2237536	KNOLOGY
<b>Registration Number:</b>	4211164	WOW! ULTRA TV

## CORRESPONDENCE DATA

Fax Number: 2127352000

*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: 212.735.5117

Email: francine.waldbaum@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher &amp; Flom LLP

Address Line 1: Four Times Square

Address Line 2: Francine Waldbaum

Address Line 4: New York, NEW YORK 10036

CH \$115.00 3261084

<b>ATTORNEY DOCKET NUMBER:</b>	217730/2479
<b>NAME OF SUBMITTER:</b>	Paige Amundson
<b>SIGNATURE:</b>	/Paige Amundson/
<b>DATE SIGNED:</b>	07/18/2017

**Total Attachments: 8**

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**TRADEMARK SECURITY INTEREST AND  
SUCCESSION AGREEMENT**

This **TRADEMARK SECURITY INTEREST AND SUCCESSION AGREEMENT** (this "Agreement") is made and entered into as of July 18, 2017, by and between CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as the administrative agent under the Existing Credit Agreement referred to below (the "Exiting Administrative Agent"), JPMORGAN CHASE BANK, N.A., as the administrative agent under the Credit Agreement referred to below (the "New Administrative Agent"), WIDEOPENWEST FINANCE, LLC, a Delaware limited liability company, located at 7887 East Belleview Avenue, Suite 1000, Englewood, Colorado, KNOLOGY OF KANSAS, INC., a Delaware corporation, and KNOLOGY BROADBAND, INC., a Delaware corporation, each located at 1241 O.G. Skinner Drive, West Point, Georgia 31833 (each individually, a "Grantor", and collectively, the "Grantors").

**W I T N E S S E T H**

WHEREAS, pursuant to the Eighth Amendment to Credit Agreement, dated July 17, 2017, (the "Eighth Amendment"), WIDEOPENWEST FINANCE, LLC, a Delaware limited liability company (the "Borrower"), the Parent Guarantor (as defined in the Credit Agreement referred to below), the Subsidiary Guarantors (as defined in the Credit Agreement referred to below), the Seventh Amendment Revolving Credit Lenders (as defined in the Existing Credit Agreement referred to below), the Eighth Amendment Lenders (as defined in the Eighth Amendment), the Exiting Administrative Agent and the New Administrative Agent, amended that certain Credit Agreement, dated as of July 17, 2012, as amended by the First Amendment to Credit Agreement, dated as of April 1, 2013, the Second Amendment to Credit Agreement, dated as of November 27, 2013, the Third Amendment to Credit Agreement, dated as of May 21, 2015, the Fourth Amendment to Credit Agreement, dated as of July 1, 2015, the Fifth Amendment to Credit Agreement, dated as of May 11, 2016, the Sixth Amendment to Credit Agreement, dated as of August 19, 2016 and the Seventh Amendment to Credit Agreement, dated as of May 31, 2017 (such Credit Agreement, as so amended prior to the Eighth Amendment, the "Existing Credit Agreement"; and the Existing Credit Agreement as modified pursuant to the Eighth Amendment, the "Credit Agreement"), among the Borrower, the Parent Guarantors (as defined therein), the Lenders party thereto and the Administrative Agent, such that the Exiting Administrative Agent resigned as Administrative Agent and the Required Lenders and the Borrower appointed the New Administrative Agent as the Administrative Agent;

WHEREAS, pursuant to the Eighth Amendment, each Grantor grants to the New Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Collateral in which such Grantor now has or at any time in the future may acquire a right, title or interest, including but not limited to all (i) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, designs and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United

States or any other country or any political subdivision thereof, and all extensions or renewals thereof, (ii) all goodwill associated therewith or symbolized thereby now owned or hereafter acquired by any Grantor, (iii) any written agreement, now or hereafter in effect, granting to any third party any right to use any trademark now or hereafter owned by any Grantor (including any Trademark) or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement, and (iv) all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom (the "Trademark Collateral"), including the Existing Trademark Collateral (as defined below), but excluding the Excluded Trademark Collateral (as defined below);

WHEREAS, the Borrower and the Exiting Administrative Agent, among others entered into a Security Agreement, dated July 17, 2012 (the "Security Agreement");

WHEREAS, the Exiting Administrative Agent is party to a Trademark Security Agreement, dated as of July 17, 2012 (the "Existing Trademark Security Agreement"), by and between the Grantors and the Exiting Administrative Agent, and recorded with the United States Patent and Trademark Office on July 30, 2012 on Reel 004831 / Frame 0619;

WHEREAS, pursuant to the Existing Trademark Security Agreement, each Grantor granted to the Exiting 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 and Trademark Licenses (each as defined in the Security Agreement), whether then owned or existing or at any time thereafter 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, including, without limitation, all trademarks referred to on Schedule A, the right to obtain all renewals thereof and all goodwill associated therewith or symbolized thereby, excluding the Excluded Trademark Collateral (collectively, the "Existing Trademark Collateral"); and

WHEREAS, Grantors, the Exiting Administrative Agent and the New Administrative Agent desire to enter into this Agreement to provide that the Existing Security Agreement shall remain in full force and effect and be binding upon the Grantors and shall inure to the benefit of the New Administrative Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, parties hereto hereby agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Credit Agreement or Security Agreement, as applicable.

2. Existing Trademark Security Agreement. The Existing Trademark Security Agreement shall remain in full force and effect and be binding in accordance with and to the extent of its terms upon each Grantor and the successors and assigns thereof and shall inure to the benefit of the New Administrative Agent and the other Secured Parties and their respective successors, indorsees, transferees and assigns, for so long as the Security Agreement remains in full force and effect. Each Grantor hereby ratifies and reaffirms the validity and enforceability (except as the enforceability thereof may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights generally and subject to general principles of equity) of the Liens and security interests granted to the New Administrative Agent for the benefit of the Secured Parties to secure any of the Obligations by any Grantor pursuant the Existing Trademark Security Agreement. From and after the date hereof, the New Administrative Agent shall succeed to the rights, powers and duties of the Administrative Agent under the Existing Trademark Security Agreement and the term "Administrative Agent" as used in the Existing Trademark Security Agreement shall mean the New Administrative Agent.

3. Security Grant. Each Grantor hereby grants to the New Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Trademark Collateral, in which such Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, but in no event shall the security interest granted pursuant this Section 3 include any trademark or service mark applications filed in the United States Patent and Trademark Office on the basis of any Grantor's intent to use such trademark or service mark, unless and until acceptable evidence of use of such trademark or service mark 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 or service mark application (the "Excluded Trademark Collateral"); provided that, once such acceptable evidence has been filed and the granting of a security interest in such application would not adversely affect the validity or enforceability or result in cancellation of the application, each Grantor acknowledges that such Grantor's interest in such trademark or service mark application shall automatically be subject to a security interest in favor of the New Administrative Agent and shall be included in the Trademark Collateral.

4. 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.

5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

6. Recordation. Each Grantor authorizes and requests that the USPTO Commissioner of Trademarks record this Agreement.

7. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic image scan transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

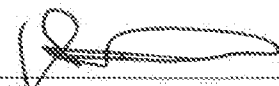
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

**EXITING ADMINISTRATIVE AGENT:**

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH,

as the Exiting Administrative Agent, as a Seventh  
Amendment Revolving Credit Lender and as an  
Eighth Amendment Lender

By:   
Name: Judith E. Smith  
Title: Authorized Signatory

By:   
Name: Joan Park  
Title: Authorized Signatory

**NEW ADMINISTRATIVE AGENT:**

JPMORGAN CHASE BANK, N.A.,  
as the Revolver Agent, the Letter of Credit Issuer, the  
New Administrative Agent and an Eighth  
Amendment Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

**EXITING ADMINISTRATIVE AGENT:**


CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH,  
as the Exiting Administrative Agent, as a Seventh  
Amendment Revolving Credit Lender and as an  
Eighth Amendment Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**NEW ADMINISTRATIVE AGENT:**

JPMORGAN CHASE BANK, N.A.,  
as the Revolver Agent, the Letter of Credit Issuer, the  
New Administrative Agent and an Eighth  
Amendment Lender

By:  \_\_\_\_\_  
Name: Nicolas Gilman-Poore  
Title: Vice President



**GRANTORS:**

WIDOPENWEST FINANCE, LLC  
KNOLOGY OF KANSAS, INC.  
KNOLOGY BROADBAND, INC.

By: 

Name: Richard Edward Fish, Jr.

Title: Chief Financial Officer

{Signature Page to Trademark Security Interest and Succession Agreement}

**TRADEMARK**  
**REEL: 006108 FRAME: 0387**

Schedule A to TRADEMARK SECURITY AGREEMENT

Trademark Applications and Registrations

<u>Mark</u>	<u>App./Reg. No.</u>	<u>App./Reg. Date</u>	<u>Owner</u>
WAVE RUNNER	Reg. No. 3261084	July 10, 2007	Knology of Kansas, Inc.
GEEKS ON WHEELS	Reg. No. 2046145	March 18, 1997	Knology of Kansas, Inc.
KNOLOGY	Reg. No. 2237536	April 6, 1999	Knology Broadband, Inc.
WOW! ULTRA TV	Reg. No. 4211164	September 18, 2012	Wideopenwest Finance, LLC