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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of

ached original documents or copy thereof.

1. Name of conveying party(ies):
FairPoint Communication Solutions Corp.

Individuals Association
 General Partnership - Limited Partnership
 Corporation - State: Delaware
 Other:

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: **First Union National Bank**

Internal Address: CP-06

Street Address: One First Union Center, 201 S. College Street

City: Charlotte State: North Carolina Zip: 28288-0760

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation _____
 Other - Collateral Agent _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other _____

Execution Date: November 7, 2000

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

A. Trademark Application No.(s)
75/596115 76/044382
75/686581 76/070906

Additional numbers attached? Yes No

Trademark Registration No.(s)\

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Brian Jaenicke, Legal Assistant
 Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
 City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved 4

7. Total fee (37 CFR 3.41): \$ 115.00
 Enclosed
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:
(23-1705 in case of deficiency) **115 E**
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Brian T. Jaenicke
 Name of Person Signing

Brian T. Jaenicke 5/21/01
 Signature Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

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Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, FairPoint Communication Solutions Corp., a Delaware corporation (“the Grantor”) with principal offices at 521 East Morehead Street, Suite 220, Charlotte, NC 28202, hereby grants to First Union National Bank, as Collateral Agent, with principal offices at One First Union Center, 201 S. College Street, CP-06, Charlotte, North Carolina 28288-0760 (the “Grantee”), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the “Marks”) set forth on Schedule A attached hereto, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS AGREEMENT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Amended and Restated Security Agreement among Grantor, the other assignors from time to time party thereto and the Grantee, dated as of October 20, 1999, as amended and restated as of March 27, 2000, and as further amended and restated as of November 9, 2000 (as amended from time to time, the “Security Agreement”). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Agreement.

This Agreement has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of

the 7th day of November 2000.

FAIRPOINT COMMUNICATIONS SOLUTIONS
CORP., as Grantor

By [Signature]
Title:

FIRST UNION NATIONAL BANK,
as Collateral Agent and Grantee

By Kathleen A. Hillier
Title: Vice President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 7 day of November, 2000, before me personally came Timothy Henry who, being by me duly sworn, did state as follows: that he is VP of Finance & Treasurer of FairPoint Communications Solutions Corp., that he is authorized to execute the foregoing Agreement on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Sara E. Rothermel
Notary Public

SARA E. ROTHERMEL
Notary Public, State of New York
No. 01R06049704
Qualified In New York County
Commission Expires Oct. 23, 2002

STATE OF NORTH CAROLINA)
) ss.:
COUNTY OF MECKLENBURG)

On this 2nd day of November, 2000, before me personally came

Katherine Harkness who, being by me duly sworn, did state as follows: that she is
Vice President of First Union National Bank, that she is authorized to execute the
foregoing Agreement on behalf of said corporation and that she did so by authority of the Board
of Directors of said corporation.

Stephanie Archinsky
Notary Public

My Commission Expires Dec. 29, 2003

SCHEDULE A

<u>MARK</u>	<u>REG. NO.</u>	<u>APPLICATION DATE</u>
1. FairPoint Communications Solutions Corp.	75/596115	November 19, 1998
2. Logo "Power of Choice"	75/686581	April 19, 1999
3. "Netlever"	76/044382	May 9, 2000
4. "Bridgeworks	76/070906	June 15, 2000