

09-28-2001

Form PTO-1594 (Adapted)
7/3/95



U.S. DEPARTMENT OF COMMERCE
EET Patent & Trademark Office

9.24.01

101859086

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Sherburne Tele Systems, Inc.

- Individual
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

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

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

Name: **CoBank, ACB**

Address: 5500 S. Quebec Street

City: Greenwood Village State: CO ZIP: 80111

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____

Other United States Federal Instrumentality

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

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: _____

4(a). Trademark Application No.(s):

75/288,747
75/736,392

4(b). Trademark Registration No.(s): 1,558,456

Additional numbers attached? Yes No

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

Name Lisa M. Cobern

Address: SUTHERLAND ASBILL & BRENNAN LLP
999 Peachtree Street, NE
Atlanta, Georgia 30309-3996

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41) enclosed: \$ 365.00

09/27/2001 BYRNE 00000004 75288747

01 FC:481
02 FC:482

40.00 OP
325.00 OP

DO NOT USE THIS SPACE

8. 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.

I certify that this correspondence is being deposited with the United States Postal Service as first class mail in an addressed to: Box Assignments, Commissioner of Patents & Trademarks, Washington, DC 20231, on the date given below.

LISA M. COBERN

Signature

Date: 9-19-01

Attorney Docket No. 10801-0123







Total number of pages including cover sheet: 5

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

Commissioner of Patents & Trademarks
Box Assignments
Washington, DC 20231

SCHEDULE A

To Trademark Security Agreement

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
	1,558,456	September 26, 1989
SHERBURNE TEL-COM INC.	1,587,206	March 13, 1990
	1,724,259	October 13, 1992
	1,813,119	December 21, 1993
	1,881,606	February 28, 1995
	1,909,459	August 1, 1995
	1,909,460	August 1, 1995

Mark

Registration No.

Registration Date



1,940,151

December 5, 1995

YOUR TOTAL COMMUNICATIONS CENTER

2,157,512

May 12, 1998

CONNECTIONS ETC.

2,157,659

May 12, 1998

CONNECTIONS

2,219,317

January 19, 1999

NORTHSTAR ACCESS

2,391,845

October 3, 2000

Mark

Serial No

Filing Date

NORTH STAR TEL-COM

75-288,747

May 8, 1997

NORTHSTAR ACCESS YOUR LOCAL
COMMUNICATIONS PARTNER

75-736,392

June 24, 1999

TRADEMARK SECURITY AGREEMENT

WHEREAS, Sherburne Tele Systems, Inc., a Minnesota corporation (“Grantor”), owns the Trademarks and applications for Trademarks listed on Schedule A attached hereto; and

WHEREAS, Sherburne County Rural Telephone Co. (“Borrower”), and CoBank, ACB (“CoBank”) have entered into that certain Amended and Restated Master Loan Agreement, dated as of even date herewith (as the same may be amended, modified, supplemented, extended or restated from time to time, the “**MLA**”; capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the MLA), pursuant to which CoBank shall make Loans to Borrower from time to time; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of the date hereof (as the same may be amended and in effect from time to time, the “**Security Agreement**”), between Grantor and CoBank, Grantor has granted to CoBank a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the MLA;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to CoBank a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether presently existing or hereafter created or acquired:

(1) each trademark and application for trademark listed on Schedule A attached hereto, together with any renewals, reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark; and

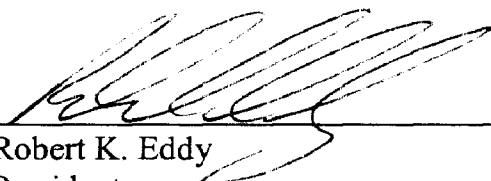
(2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, or (b) injury to the goodwill associated with any trademark.

The security interest granted hereby is granted in conjunction with the security interests granted to CoBank pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of CoBank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Trademark Security Agreement/Sherburne Tele Systems, Inc.

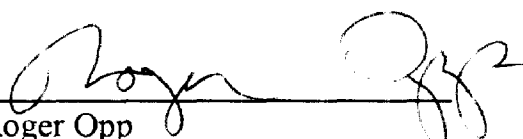
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the 30th day of July, 2001.

SHERBURNE TELE SYSTEMS, INC.

By: 
Robert K. Eddy
President

Acknowledged:

COBANK, ACB

By: 
Roger Opp
Vice President