

03-11-2003

U.S. DEPARTMENT OF COMMERCE
Patent & Trademark Office



To the Honorable Commissioner of Pat

102386554

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Consolidated Communications, Inc.

2-26-03

☐ Individual

☐ Association

☐ General Partnership

☐ Limited Partnership

☒ Corporation-State

☐ Other

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

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

Name: CoBank, ACB

FEB 26 2003

Address: 5500 S. Quebec Street
Greenwood Village, CO 80111

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State (as Administrative Agent)
☐ Other:

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

4. Trademark Registration No.(s):

2,622,489;

1,887,489;

1,993,425

2,063,931

2,148,186

Additional numbers attached? ☐ Yes ☒ No

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

Name: Michael S. Pavento, Esq.

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

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) enclosed: \$200.00

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 Box Assignment, Director - U.S. Patent and Trademark Office, Washington, DC 20231, on the date given below.

ATTORNEY NAME:

Michael S. Pavento

Reg. No. 42,985

Attorney Docket No. 10801-0144

Signature

Total number of pages including cover sheet: 5

Date: February 24, 2003

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

Box Assignment
Director - U.S. Patent and Trademark Office
Washington, DC 20231

TRADEMARK SECURITY AGREEMENT

WHEREAS, CONSOLIDATED COMMUNICATIONS, INC., an Illinois corporation (“Grantor”), owns the Trademarks listed on Schedule A attached hereto; and

WHEREAS, Grantor has entered into that certain Credit Agreement, dated as of December 31, 2002 (as the same may be amended, supplemented, modified, extended or restated from time to time, the “Credit Agreement”; capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement) among Grantor, CoBank, ACB, as Administrative Agent (“Administrative Agent”), Co-Lead Arranger and a Lender, Wachovia Bank, National Association, as Co-Lead Arranger, Co-Syndication Agent and a Lender, General Electric Capital Corporation, as Co-Syndication Agent and a Lender, National City Bank, as Documentation Agent and a Lender, the banks and financial institutions listed on the signature pages thereto as Lenders and the other Lenders as may become a party thereto from time to time, pursuant to which the Lenders have committed to make term loans and revolving loans to Grantor as provided therein; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of December 31, 2002 (as the same may be amended, supplemented, modified, extended or restated from time to time, the “Security Agreement”), between Grantor and Administrative Agent, Grantor has granted to Administrative Agent, for the benefit of itself and the Lenders, a security interest in substantially all the assets of Grantor, including, without limitation, 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 Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Administrative Agent 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 Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the 31st day of December, 2002.

CONSOLIDATED COMMUNICATIONS, INC.

By: Robert J. Gurrey
Name: Robert J. Gurrey
Title: President

Acknowledged:

COBANK, ACB

By: _____
Theodore Koerner
Vice President

Trademark Security Agreement/Consolidated Communications, Inc.

in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

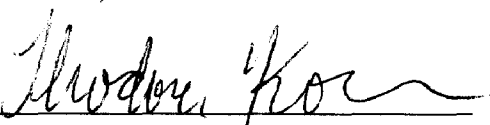
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the 31st day of December, 2002.

CONSOLIDATED COMMUNICATIONS, INC.

By: _____
Name: _____
Title: _____

Acknowledged:

COBANK, ACB

By: 
Theodore Koerner
Vice President

SCHEDULE A

To Trademark Security Agreement

TRADEMARK	REG. NO (SERIAL NO.)	DATE REGISTERED (DATE FILED)
FASTDIRECT/DSL	2622489	9/17/02
CONSOLIDATED	1887489	4/4/95
FROM VISION COME VALUES	1993425	8/13/96
CCINET	2063931	5/20/97
FINALLY, IT ALL FITS	2148186	3/31/98