

Form PTO-1594 (Adapted)
07-03-95U.S. DEPARTMENT OF COMMERCE
Patent & Trademark OfficeRECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

1. Name of conveying party(ies):

Consolidated Communications, Inc.

- ☐ 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

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other: Correction: to correct "Nature of Conveyance"
 previously recorded on 2/26/2003 at Reel/Frame 002686/0951.
 Should have been recorded as a Security Agreement instead of as
 an Assignment.
 Execution Date: December 31, 2002

4(b) 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: Peter G. Pappas, 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): \$ 140
 The Commissioner is hereby authorized to charge this amount and
 any additional fees required or credit any overpayment to
 Deposit Account 19-5029.

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 sent to the Assignment Division of the U.S. Patent and Trademark Office via facsimile to the number (703) 306-5995 on the date given below.

ATTORNEY NAME:
 Peter G. Pappas

Attorney Docket No. 10801-0144


 Signature

Total number of pages including
 cover sheet: 5

Date: April 8, 2004

Form PTO-1594 (Adapted)
07-03-95

03-11-2003

U.S. DEPARTMENT OF COMMERCE
Patent & Trademark Office

102386554

To the Honorable Commissioner of Pat.

PLEASE ATTACH the attached original documents or copy thereof.

1. Name of conveying party(ies):

Consolidated Communications, Inc.

2-26-03

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

Name: CoBank, ACB

FEB 26 2003

Address: 5500 S. Quebec Street
Greenwood Village, CO 80111☐ Individual☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State☐ OtherAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No☐ 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

Total number of pages including cover sheet: 5

Date: February 24, 2003

Attorney Docket No. 10801-0144

Signature

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

Box Assignment to
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

Trademark Security Agreement/Consolidated Communications, Inc.

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. CurranName: Robert J. CurranTitle: 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.

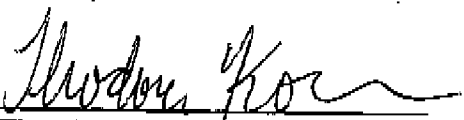
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the 31st day of December, 2002.

CONSOLIDATED COMMUNICATIONS, INC.

By: _____
Name: _____
Title: _____

Acknowledged:

COBANK, ACB

By: 
Theodore Koerner
Vice President