

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):

CoBank, ACB

- ☐ Individual ☐ Association  
☐ General Partnership ☐ Limited Partnership

☒ Corporation-State (as Administrative Agent)☐ Other: \_\_\_\_\_Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

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

Name: Consolidated Communications, Inc. and its wholly-owned subsidiary Consolidated Communications Market Response, Inc.

Address: 121 South 17<sup>th</sup> Street  
Mattoon, Illinois 61938

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State Illinois  
☐ 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: Release of Security Interest

Execution Date: April 14, 2004

## 4(a) Trademark Application No.

4(b) Trademark Registration No.(s): 2,622,489; 1,887,489;  
1,993,425; 2,063,931; 2,136,588, and 2,148,186Additional 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: 6

7. Total fee (37 CFR 3.41) enclosed: \$165.00  
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.

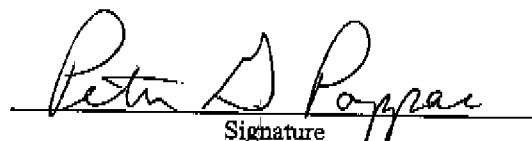
To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.

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 16, 2004

## PAYOFF AGREEMENT

This **PAYOFF AGREEMENT** (this "Agreement") is entered into as of April 14, 2004 ("Effective Date") between **CoBANK, ACB**, as Administrative Agent (in such capacity, the "Administrative Agent" and, in its individual capacity, "CoBank") under the Credit Agreement referenced below, and **CONSOLIDATED COMMUNICATIONS, INC.** (the "Borrower"). Capitalized terms used herein but not defined herein shall have the meanings given them in that certain Credit Agreement, dated as of December 31, 2002, among CoBank, as Administrative Agent, Co-Lead Arranger and a Lender, Wachovia Bank, National Association, as Co-Syndication Agent, Co-Lead Arranger and a Lender, General Electric Capital Corporation, as Co-Syndication Agent and a Lender, National City Bank, as Documentation Agent and a Lender, and the other Lenders party thereto from time to time (the "Credit Agreement").

## BACKGROUND

The Borrower intends to payoff all obligations to the Administrative Agent and the Lenders under the Credit Agreement. In order to provide for an accurate payoff and a smooth transition, the parties are entering into this Agreement.

**NOW, THEREFORE**, the parties hereto, in consideration of the mutual covenants contained herein, do agree as follows:

1. **Outstanding Balance, Etc.** As of the Effective Date, the following are the outstanding obligations owing to the Administrative Agent and the Lenders:

Principal:

Accrued interest through the Effective Date:

Estimated breakage costs as of the Effective Date:

Accrued Fees through the Effective Date:

Administrative Agent Fee through the Effective Date:

Total

Total accrued interest per diem after the Effective Date and through April 30:

Total accrued fee per diem after the Effective Date and through April 30:

Total accrued agent fee after the Effective Date and through April 30:

Total Per Diem after the Effective Date and through April 30:

## Payoff Agreement

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**2. Payment Directions.** Monies may be wire transferred to the following account:

Bank:	<u>CoBank, ACB</u>
Bank Location:	<u>Greenwood Village, CO</u>
ABA No.:	<u>307088754</u>
Account No.:	<u>00023866</u>
Account Name:	<u>Consolidated Communications, Inc.</u>

**3. Release of Claims and Liens.** Upon receipt of the payoff amount specified in Section 1 above, all of the Borrower's and each Guarantor's obligations under the Loan Documents (other than under any Related Interest Rate Agreements) shall terminate and Administrative Agent's and Lenders' claims against the Borrower or any Guarantor for any principal or interest accrued on principal under the Credit Agreement shall be deemed paid, discharged, released and satisfied in full (provided that within five days of the payoff, the Administrative Agent shall provide and the Borrower shall pay, or the Administrative Agent shall refund, as the case may be, the difference between the estimated breakage costs paid by the Borrower as provided in Section 1 above and the actual breakage determined by the Lenders as provided in the Credit Agreement, and the Borrower shall reimburse the Administrative Agent for all costs and expenses incurred by the Administrative Agent, including, without limitation, attorneys fees and expenses, in connection with this Agreement and the related payoff). Upon the payment of such principal, interest and estimated breakage costs as provided in Section 1 above, all of the Administrative Agent's and Lenders' Liens against any property of the Borrower and against any property of the Guarantors shall be deemed to have been discharged and released, including, without limitation, against the registered trademarks listed on Schedule A attached hereto and pledged to Administrative Agent pursuant to Trademark Security Agreements, each dated as of December 31, 2002, one by the Borrower and the other by Consolidated Communications Market Response, Inc.

**4. Evidence of Release of Liens.** The Administrative Agent will, on or prior to the Effective Date, deliver to the Borrower, in escrow, all original pledged stock certificates and stock powers in its possession, and such mortgage satisfactions, UCC-3 termination statements and other releases as reasonably requested by the Borrower to evidence the release all of the Administrative Agent's and Lenders' liens of record. No failure by the Administrative Agent to comply with this paragraph shall effect the Administrative Agent's agreement under paragraph 3 above. Further, the Administrative Agent authorizes the Borrower to prepare and, after the receipt by Administrative Agent of the payoff amount specified in Section 1 above, to file UCC-3 termination statements necessary or appropriate to terminate all UCC-1 financing statements filed by, or on behalf of, the Administrative Agent with respect to the Security Documents.

**Payoff Agreement**

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**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officers as of the date shown above.

**CoBANK, ACB,**  
as Administrative Agent

**CONSOLIDATED**  
**COMMUNICATIONS, INC.**

By: *[Signature]*

By: \_\_\_\_\_

Title: Assistant Corporate Secretary

Title: \_\_\_\_\_

Payoff Agreement

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**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officers as of the date shown above.

**CoBANK, ACB,**  
as Administrative Agent

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CONSOLIDATED  
COMMUNICATIONS, INC.**

By: 

Title: \_\_\_\_\_

## Payoff Agreement

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## SCHEDULE A

Consolidated Communications

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

Consolidated Communications Market Response, Inc.

TRADEMARK	REG. NO (SERIAL NO.)	DATE REGISTERED (DATE FILED)
CONSOLIDATED MARKET RESPONSE	2136588	2/17/98