

11-17-2004



Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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DEPARTMENT OF COMMERCE
S. Patent and Trademark Office

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.

4.30.04

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

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

3. Nature of conveyance:

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

Execution Date: 04/14/2004

2. Name and address of receiving party(ies)

Name: Citicorp North America, Inc.,

Internal

Address: as Collateral Agent

Street Address: 390 Greenwich Street

City: New York State: NY Zip: 10013

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State New York Banking Corporation
☐ Other _____

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

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

A. Trademark Application No.(s) SEE SCHEDULE I

B. Trademark Registration No.(s) SEE SCHEDULE I

Additional number(s) attached ☒ Yes ☐ No

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

Name: Tonya Chapple

Internal Address: CSC

Street Address: 80 State Street

6th FL

City: Albany State: NY Zip: 12207

6. Total number of applications and registrations involved: 21

7. Total fee (37 CFR 3.41): \$500

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

James P. Murphy

Name of Person Signing

James P. Murphy

Signature

April 20, 2004

Date

Total number of pages including cover sheet, attachments, and document: 10

05/07/2004 6TOM11 00000034 2622489

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

01 FC:8521
02 FC:852240.00 DP
500.00 DP

04-30-2004

U.S. Patent & TMO/TM Mail Rpt Dt. #72

TRADEMARK
 REEL: 002977 FRAME: 0331

Addendum to Cover Page of Trademarks Cover Page

1. Name of conveying party(ies)

TXU Communications Ventures Company

FBCIP, Inc.

Consolidated Communications Market Response, Inc.

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

| Trademark/Service Mark Registrations | Registration No. | Registration Date | Owner |
|--|-------------------------|--------------------------|---|
| FASTDIRECT/DSL | 2622489 | September 17, 2002 | Consolidated Communications, Inc. |
| CONSOLIDATED | 1887489 | April 4, 1995 | Consolidated Communications, Inc. |
| FINALLY, IT ALL FITS | 2148186 | March 31, 1998 | Consolidated Communications, Inc. |
| CONSOLIDATED MARKET RESPONSE | 2136588 | February 17, 1998 | Consolidated Communications Market Response, Inc. |
| SMARTPAK | 2589743 | July 2, 2002 | TXU Communications Ventures Company ("TXUCV") |
| CHOICEPAC | 2602438 | July 30, 2002 | TXUCV |
| METRO TEXAS | 2580091 | June 11, 2002 | TXUCV |
| LOCKON INTERACTIVE COMMUNITY | 2555225 | April 2, 2002 | TXUCV |
| WE'VE GOT TEXAS TALKING | 2446524 | April 24, 2001 | TXUCV |
| INSTANT ACCESS DSL | 2455247 | May 29, 2001 | TXUCV |
| CONNECTED TO YOU. | 2,731,835 | July 1, 2003 | TXUCV |
| PEOPLE TECHNOLOGY SERVICE WE'VE GOT IT ALL TOGETHER | 2621896 | September 17, 2002 | FBCIP, Inc. |
| PEOPLE.TECHNOLOGY.SERVICE.WE'VE GOT IT ALL TOGETHER. | 2711714 | April 29, 2003 | FBCIP, Inc. |
| PEOPLE.TECHNOLOGY.SERVICE. | 2621895 | September 17, 2002 | FBCIP, Inc. |
| PEOPLE.TECHNOLOGY.SERVICE.WE'VE GOT IT ALL TOGETHER. | 2625859 | September 24, 2002 | FBCIP, Inc. |
| PEOPLE TECHNOLOGY SERVICE WE'VE GOT IT ALL TOGETHER | 2557023 | April 2, 2002 | FBCIP, Inc. |
| PEOPLE.TECHNOLOGY.SERVICE.WE'VE GOT IT ALL TOGETHER. | 2557022 | April 2, 2002 | FBCIP, Inc. |
| PEOPLE TECHNOLOGY SERVICE WE'VE GOT IT ALL TOGETHER | 2489102 | September 11, 2001 | FBCIP, Inc. |
| PEOPLE.TECHNOLOGY.SERVICE. | 2625857 | September 24, 2002 | FBCIP, Inc. |
| LCC and Design | 2,225,085 | February 23, 1999 | TXUCV ¹ |

¹ Formerly Lufkin-Conroe Communications Co.

| Pending Trademark Registrations | Registration No. | Registration Date | Owner/Status |
|---------------------------------|------------------|-------------------|-------------------------------|
| PAK and Design | 76/285,630 | July 16, 2001 | TXUCV - Application Suspended |

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 14, 2004, by and among Consolidated Communications, Inc. (the "Borrower"), TXU Communications Ventures Company, FBCIP, Inc., and Consolidated Communications Market Response, Inc. (collectively, the "Original Guarantors," and together with the Borrower, the "Pledgors"), in favor of Citicorp North America, Inc., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Pledgors are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Trustee with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the full performance of the Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing

in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall evidence but one instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of each such instrument.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CONSOLIDATED COMMUNICATIONS,
INC.

By: _____

Name: Robert J. Currey

Title: Chief Executive Officer & President

TXU COMMUNICATIONS VENTURES
COMPANY

By: _____

Name: Robert J. Currey

Title: Chief Executive Officer & President

FBCIP, INC.

By: _____

Name: Robert J. Currey

Title: Chief Executive Officer & President

CONSOLIDATED COMMUNICATIONS
MARKET RESPONSE, INC.

By: _____

Name: Robert J. Currey

Title: Chief Executive Officer & President

Accepted and Agreed:

CITICORP NORTH AMERICA, INC.,
as Collateral Agent

By: Caesar Wyszomirski
Name: Caesar Wyszomirski
Title: Director

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| PEOPLE TECHNOLOGY SERVICE WE'VE GOT IT ALL TOGETHER | 2489102 | September 11, 2001 | FBCIP, Inc. |
| PEOPLE.TECHNOLOGY.SERVICE. | 2625857 | September 24, 2002 | FBCIP, Inc. |
| LCC and Design | 2,225,085 | February 23, 1999 | TXUCV ¹ |

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