TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hawaiian Telcom, Inc.		05/02/2005	CORPORATION: HAWAII

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Bank: NEW YORK

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1954015	PHONE BOOK RECYCLING
Serial Number:	78492581	HAWAIIAN TEL
Serial Number:	78572566	HAWAIIAN TEL

CH $90.00 1954015

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-783-2700
Email: pagodoa@federalresearch.com
Correspondent Name: CBC Companies dba Federal Research
Address Line 1: 1030 Fifteenth Street, NW, Suite 920
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/

Date:	05/13/2005

Total Attachments: 7
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Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

HAWAIIAN TELCOM, INC.

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State
- [ ] Other

Citizenship (see guidelines) HAWAII

Execution Date(s) MAY 2, 2005

Additional names of conveying parties attached? [ ] Yes [x] No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? [ ] Yes [x] No

Name: JPMORGAN CHASE BANK, N.A., as Collateral Agent

Internal Address:

Street Address: 270 PARK AVENUE

City: NEW YORK

State: NY

Country: US Zip: 10017

- [ ] Association Citizenship
- [ ] General Partnership Citizenship
- [ ] Limited Partnership Citizenship
- [ ] Corporation Citizenship
- [x] Other BANK Citizenship NEW YORK

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)

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [x] Security Agreement
- [ ] Change of Name
- [ ] Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See attached Schedule I.

B. Trademark Registration No.(s)

See attached Schedule I.

Additional sheet(s) attached? [x] Yes [ ] No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached Schedule I.

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

Name: Ms. Penelope Agodoa

Internal Address: Federal Research Corporation

Street Address: 1030 Fifteenth Street NW, Suite 920

City: Washington

State: DC Zip: 20005

Phone Number: 202.783.2700

Fax Number:

Email Address: pagadoa@federalresearch.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $

- [ ] Authorized to be charged by credit card
- [ ] Authorized to be charged to deposit account
- [ ] Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number

Authorized User Name

9. Signature: Elizabeth Steiner — Signature

May 11 2005 — Date

Elizabeth Steiner — Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Schedule I

I. Trademarks

Registered Owner	Mark	Registration Number	Registration Date
Verizon Hawaii Inc.	Phone Book Recycling (+Design)	1,954,015	February 6, 1996

II. Trademark Applications

Registered Owner	Mark	Registration Number	Date Filed
Verizon Hawaii Inc.	Hawaiian Tel	78/492,581	September 30, 2004
Verizon Hawaii Inc.	Hawaiian Tel	78/572,566	February 22, 2005

[[NYCORP:2503763]]

TRADEMARK SECURITY AGREEMENT, dated as of May 2, 2005, between HAWAIIAN TELCOM, INC. (formerly known as Verizon Hawaii Inc.) (the "Company") and JPMORGAN CHASE BANK, N.A., as Collateral Agent (the "Collateral Agent").

Reference is made to (a) the Credit Agreement dated as of May 2, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Hawaiian Telcom Holdco, Inc., Hawaiian Telcom Communications, Inc. (the "Borrower"), the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent, and (b) the Shared Collateral Agreement dated as of May 2, 2005 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), between the Company and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Company is an Affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01 of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment in full of the Obligations, the Company, pursuant to the Collateral Agreement, did and hereby does grant to the Collateral Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by it or in which it now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof (excluding intent-to-use applications), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (excluding intent-to-use applications) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Collateral Agreement. The security interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Company hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HAWAIIAN TELCOM, INC.,

by

Name: MICHAEL S. RULEY
Title: CHIEF EXECUTIVE OFFICER

JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT,

by

Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HAWAIIAN TELCOM, INC.,

by

Name:
Title:

JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT,

by

Name: John Kowalczuk
Title: Vice President

Schedule I

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