

5.16.05

05-18-2005



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RE

J.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

Alaska Communications Systems Holdings, Inc.

- 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: February 1, 2005

2. Name and Address of receiving party(ies)

Name: Canadian Imperial Bank of Commerce

Internal Address:

Street Address: 300 Madison Ave.

City: New York State: NY Zip: 10017

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Canadian Bank

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 Attached

B. Trademark Registration No.(s)

See Attached

Additional number(s) attached Yes No

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

Name: Intellectual Property Docketing

Internal Address: SHEARMAN & STERLING LLP

Street Address: 599 Lexington Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41) \$ 190.00

- Enclosed, Authorized to be charged to deposit account

8. If check is missing or otherwise insufficient, charge deposit account number:

50-0324

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Alexander M. Kim

Name of Person Signing

Signature

May 11, 2005

Date

Total number of pages including cover sheet, attachments, and document: 13

05/17/2005 DBYRNE 0000041 2697392

01 FC:8521 02 FC:8522

40.00 150.00

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

Continuation of Trademark Recordation Form Cover Sheet

Continuation of Box 1:

<p>2. Name of conveying party(ies):</p> <p>Alaska Communications Systems Group, Inc.</p> <p> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State </p>	<p>3. Name of conveying party(ies):</p> <p>ACS of Alaska, Inc.</p> <p> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State </p>
<p>4. Name of conveying party(ies):</p> <p>ACS of The Northland, Inc.</p> <p> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State </p>	<p>5. Name of conveying party(ies):</p> <p>ACS of Fairbanks, Inc.</p> <p> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State </p>
<p>6. Name of conveying party(ies):</p> <p>ACS of Anchorage, Inc.</p> <p> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State </p>	<p>7. Name of conveying party(ies):</p> <p>ACS Wireless, Inc.</p> <p> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State </p>
<p>10. Name of conveying party(ies):</p> <p>ACS Long Distance, Inc.</p> <p> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State </p>	<p>9. Name of conveying party(ies):</p> <p>ACS Internet, Inc.</p> <p> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State </p>
<p>10. Name of conveying party(ies):</p> <p>ACS Infosource, Inc.</p> <p> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State </p>	<p>11. Name of conveying party(ies):</p> <p>ACS Messaging, Inc.</p> <p> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State </p>
<p>12. Name of conveying party(ies):</p> <p>ACS of Alaska License Sub, Inc.</p> <p> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State </p>	<p>13. Name of conveying party(ies):</p> <p>ACS of the Northland License Sub, Inc.</p> <p> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State </p>

<p>14. Name of conveying party(ies):</p> <p>ACS of Fairbanks License Sub, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State</p>	<p>15. Name of conveying party(ies):</p> <p>ACS of Anchorage License Sub, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State</p>
<p>16. Name of conveying party(ies):</p> <p>ACS Wireless License Sub, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State</p>	<p>17. Name of conveying party(ies):</p> <p>ACS Television License Sub, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State</p>
<p>18. Name of conveying party(ies):</p> <p>ACS Long Distance License Sub, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State</p>	<p>19. Name of conveying party(ies):</p> <p>ACS Services, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State</p>

Continuation of Box 4:

Registration Numbers

2,697,392	2,254,561	2,211,723	2,516,442
2,612,707	2,199,462	2,513,541	

NO ADDITIONAL PAGES

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated February 1, 2005 is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of Canadian Imperial Bank of Commerce ("CIBC"), as collateral agent (together with its successors, in such capacity, (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Alaska Communications Systems Holdings, Inc., a Delaware corporation, and Alaska Communications Systems Group, Inc., a Delaware corporation, have entered into a Credit Agreement dated as of February 1, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with CIBC, as administrative agent for the Lenders, J.P. Moran Securities Inc. and Banc of America Securities LLC as co-lead arrangers and joint book managers, JPMorgan Chase Bank, N.A., as syndication agent, and Bank of America, N.A., as documentation agent. Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Credit Agreement, or if not therein, in the Security Agreement referred to below.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the LC Issuer under the Credit Agreement and the entry into Hedging Agreements by certain Lenders and their Affiliates from time to time, each Grantor has executed and delivered that certain Security Agreement dated February 1, 2005 made by the Grantors and the other Subsidiary Loan Parties party thereto to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. As collateral security for the payment or performance, as and when due, as the case may be, in full of the Obligations, each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

(i) the United States patents and patent applications set forth in Schedule A hereto;

(ii) the United States trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby;

(iii) the United States copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, reexaminations and renewals of any of the foregoing;

(v) all rights to sue for damages and injunctive relief for past, present or future infringement, dilution, misappropriation, violation, misuse or breach with respect to of any of the foregoing; and

(vi) any and all Proceeds with respect to or arising from any and all of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

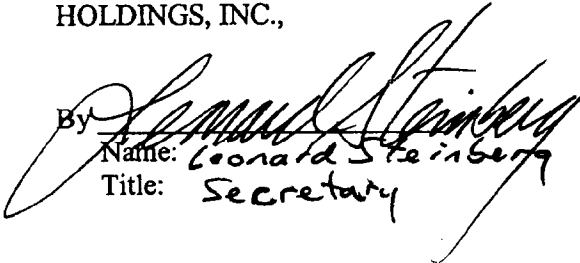
SECTION 3. Execution in Counterparts. This IP Security Agreement may be executed in two or more counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute but one contract (subject to Section 6.04 of the Security Agreement), and shall become effective as provided in Section 6.04 of the Security Agreement. Delivery of an executed signature page to this IP Security Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

SECTION 5. Governing Law. THIS IP SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ALASKA COMMUNICATIONS SYSTEMS
HOLDINGS, INC.,

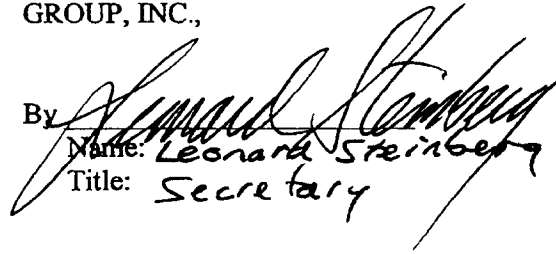
By 
Name: Leonard Steinberg
Title: Secretary

Intellectual Property Security Agreement

TRADEMARK
REEL: 003162 FRAME: 0198

ALASKA COMMUNICATIONS SYSTEMS
GROUP, INC.,

By

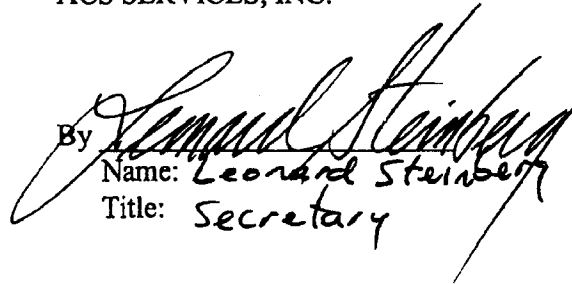


Name: Leonard Steinberg

Title: Secretary

Intellectual Property Security Agreement

ACS OF ALASKA, INC.
ACS OF THE NORTHLAND, INC.
ACS OF FAIRBANKS, INC.
ACS OF ANCHORAGE, INC.
ACS WIRELESS, INC.
ACS LONG DISTANCE, INC.
ACS INTERNET, INC.
ACS INFOSOURCE, INC.
ACS MESSAGING, INC.
ACS OF ALASKA LICENSE SUB, INC.
ACS OF THE NORTHLAND LICENSE SUB, INC.
ACS OF FAIRBANKS LICENSE SUB, INC.
ACS OF ANCHORAGE LICENSE SUB, INC.
ACS WIRELESS LICENSE SUB, INC.
ACS TELEVISION LICENSE SUB, INC.
ACS LONG DISTANCE LICENSE SUB, INC.,
ACS SERVICES, INC.

By 
Name: Leonard Steinberg
Title: Secretary

Intellectual Property Security Agreement

TRADEMARK
REEL: 003162 FRAME: 0200

CANADIAN IMPERIAL BANK OF COMMERCE,
as Collateral Agent,

By 

Name: **Keith Labbate**

Title: **Executive Director**

CIBC World Markets Corp. As Agent

SCHEDULE A: Patents

Patent	Patent No./ Issued	Serial No./ Filed	Owner	Status	Liens/Issues
Multiple-tuned normal-mode helical antenna	5,841,407 19981124	96729428 19961011	ACS Wireless, Inc.	Registered	N/A
Electrical disconnect for telephone headset	5,816,841 19981006	95419892 19950411	ACS Wireless, Inc.	Registered	N/A
Tuned RF amplifier	5,793,255 19980811	96678807 19960712	ACS Wireless, Inc.	Registered	N/A
Communications headset having a detachable receiver capsule and cable pivot	5,708,724 19980113	95526414 19950911	ACS Wireless, Inc.	Registered	N/A
Articulated headset	5,687,231 19971111	96642521 19960503	ACS Wireless, Inc.	Registered	N/A
Communication headset	D385,272 19971021	9656068 19960621	ACS Wireless, Inc.	Registered	N/A
Telephone headset amplifier with battery saver, receive line noise reduction, and click-free mute switching	RE35,536 19970617	95503811 19950718	ACS Wireless, Inc.	Registered	N/A
Data transfer and communication network	5,553,312 19960903	94262596 19940620	ACS Wireless, Inc.	Registered	N/A
Articulated headset support	5,533,122 19960702	95429034 19950426	ACS Wireless, Inc.	Registered	N/A
Apparatus for and method of operating an automatic log on/log off circuit in a telephone system by disconnecting a headset	5,488,657 19960130	9362614 19930511	ACS Wireless, Inc.	Registered	N/A
Communications headset having a ball joint-mounted receiver assembly	5,469,505 19951121	95378060 19950125	ACS Wireless, Inc.	Registered	N/A
Communications headset having a detachable receiver capsule and cable pivot	5,450,496 19950912	93103283 19930730	ACS Wireless, Inc.	Registered	N/A
Communications headset having a universal joint-mounted microphone boom	5,381,486 19950110	94196770 19940210	ACS Wireless, Inc.	Registered	N/A
Telephone headset amplifier with battery saver, receive line noise reduction, and click-free mute switching	5,353,347 19941004	92830712 19920204	ACS Wireless, Inc.	Registered	Reissued as RE25,536
Communications headset	D344,730 19940301	92910632 19920708	ACS Wireless, Inc.	Registered	N/A
Telephone headset	D339,355 19930914	91660868 19910226	ACS Wireless, Inc.	Registered	N/A
Headset amplifier with automatic log on/log off detection	5,226,077 19930706	92844739 19920302	ACS Wireless, Inc.	Registered	N/A

Patent	Patent No./ Issued	Serial No./ Filed	Owner	Status	Liens/Issues
Time dependant, variable amplitude threshold output circuit for frequency variant and frequency invariant signal discrimination Headset	5,070,527 19911203 D318,053 19910709	90493140 19900312 89388709 19890802	ACS Wireless, Inc. ACS Wireless, Inc.	Registered Registered	N/A N/A
Time dependent, variable amplitude threshold output circuit for frequency variant and frequency invariant signal discrimination	4,928,307 19900522	89318073 19890302	ACS Wireless, Inc.	Registered	N/A

SCHEDULE B: Trademarks

Trademark	Reg. No./ Date	App. No./ Filed	Owner	Status
TEAMCONNECT	2,697,392 20030318	76-347,172 20011210	ACS Wireless, Inc.	Registered
ONEPLACE	2,612,707 20020827	76-347,171 20011210	ACS Wireless, Inc.	Registered
PRIME SAVINGS	2,254,561 19990615	75-368,943 19970904	Alaska Communications Systems Group, Inc.	Registered
TECHNOLOGY FOR ALASKA'S FUTURE	2,199,462 19981027	75-274,732 19970415	Alaska Communications Systems Group, Inc.	Registered
COMPANY STORE	2,211,723 19981215	75-254,584 19970310	Alaska Communications Systems Group, Inc.	Registered

- The following 2 trademarks have a Security Agreement in favor of JPMorgan Chase Bank signed 8/26/03 (r/f: 2817/855).

Trademark	Reg. No./ Date	App. No./ Filed	Owner	Status	Liens/Issues
ALASKA COMMUNICATIONS SYSTEMS	2,513,541 20011127	75-893,492 20000111	Alaska Communications Systems Group, Inc.	Registered	Security Agreement in favor of JPMorgan Chase Bank signed 8/26/03 (r/f: 2817/855).
Design only	2,516,442 20011211	75-893,491 20000111	Alaska Communications Systems Group, Inc.	Registered	Security Agreement in favor of JPMorgan Chase Bank signed 8/26/03 (r/f: 2817/855).

Trademark	State	Reg. No.	Reg. Date	Owner	Status
THE OFFICIAL ACS YELLOW PAGES	Alaska	3,573	20030409	Alaska Communications Systems Holdings, Inc.	Registered
THE OFFICIAL ACS DIRECTORY	Alaska	3,572	20030409	Alaska Communications Systems Holdings, Inc.	Registered
ACS YELLOW PAGES	Alaska	3,571	20030409	Alaska Communications Systems Holdings, Inc.	Registered
ACS INFOSOURCE	Alaska	3,570	20030409	Alaska Communications Systems Holdings, Inc.	Registered
ACS DIRECTORY	Alaska	3,569	20030409	Alaska Communications Systems Holdings, Inc.	Registered
BECAUSE YOU WANT SOLUTIONS	Alaska	3,497	20020603	Alaska Communications Systems Holdings, Inc.	Registered

SCHEDULE C: Copyrights

Copyright	Reg. No.	Reg. Date	Owner
Juneau, AK, telephone directory, keep until August 2004.	TX5816498	20030814	Alaska Communications Systems
Anchorage, AK, telephone directory, keep until June 2004.	TX5764411	20030609	Alaska Communications Systems Telephone Company
Anchorage, AL, telephone directory, 2003/2004.	TX5738297	20030609	Alaska Communications System
Alaska shoppers' guide, 2003/2004.	TX5737237	20030603	Alaska Communications Systems
Fairbanks, AK, telephone directory, 2002/2003.	TX5701080	20021202	Alaska Communications Systems
North Pole, AK, and vicinity telephone directory, December 2002/2003.	TX5635099	20021122	Alaska Communications Systems
Juneau, AK, & vicinity telephone directory, July 2002/2003.	TX5611407	20020809	Alaska Communications Systems
Kenai Peninsula, AK, telephone directory, August 2002/2003.	TX5589654	20020807	Alaska Communications Systems
Alaska shopper's guide, ACS directory	TX5546586	20020531	Alaska Communications Center
Sitka, AK & vicinity, telephone directory, July 2002/2003.	TX5555722	20020618	Alaska Communications Systems
Anchorage, AK, telephone directory, 2002/2003.	TX5544251	20020607	Alaska Communications Systems
Aleutians, AK, northwest central telephone directory, June 2002.	TX5533079	20020520	Alaska Communications Systems
Kodiak, AK, telephone directory, February 2002/2003.	TX5492892	20020125	Alaska Communications Systems
North Pole, AK, telephone directory, December 2001/2002.	TX5446052	20011123	Alaska Communications Systems
Juneau, AK, & vicinity, telephone directory, July 2001/2002.	TX5377165	20010803	Alaska Communications Systems
Kenai Peninsula, AK, telephone directory, August 2001/2002.	TX5373126	20010802	Alaska Communications Systems
Sitka, AK, telephone directory, July 2001/2002.	TX5373125	20010802	Alaska Communications Systems
North Pole, AK, & vicinity telephone directory, December 2000/2001.	TX5344310	20001227	Alaska Communications Systems
ACS Aleutian Directory, including Northwest Central Alaska, telephone directory, June 2001/2002.	TX5337162	20010618	Alaska Communications Systems
Kodiak, AK, telephone directory, 2001-2002.	TX5226912	20010206	Alaska Communications Systems
Sitka, AK, & vicinity, telephone directory, July 2000.	TX5102029	20000714	Alaska Communications Systems
Kenai Peninsula, AK, telephone directory, August 2000/2001.	TX5166573	20000818	Alaska Communications Systems
Juneau, AK, Douglas & vicinity telephone directory, July 2000/2001.	TX5142156	20000717	Alaska Communications Systems
Kodiak, AK, telephone directory, February 2000.	TX5070458	19990303	Alaska Communications Systems
North Pole, AK, telephone directory, December 1999/2000.	TX5045757	20000107	Alaska Communications Systems