

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENVENTIS TELECOM, INC.		12/27/2005	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	WACHOVIA BANK		
Street Address:	201 South College Street		
Internal Address:	8th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28288-0680		
Entity Type:	NATIONAL ASSOCIATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2582760	MP TELECOM	
CORRESPONDENCE DATA			
Fax Number:	(704)353-3871		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704.331.7400		
Email:	docket@kennedycovington.com		
Correspondent Name:	Karl S. Sawyer, Jr.		
Address Line 1:	214 North Tryon Street		
Address Line 2:	Hearst Tower, 47th Floor		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	12418.030		
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.		
Signature:	/karl s sawyer jr/		

OP \$40.00 2582760

Date:

01/12/2006

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of December 27, 2005, by and between ENVENTIS TELECOM, INC., a Minnesota corporation (the "Grantor"), having its chief executive office at 2950 Xenium Lane North, #138, Plymouth, MN 55441, and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 201 South College Street, 8th Floor, Charlotte, North Carolina 28288-0680 for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Third Amended and Restated Credit Agreement, dated as of December 30, 2005 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among Hickory Tech Corporation, a Minnesota corporation, as the Borrower, the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of an Amended and Restated Collateral Agreement dated as of December 30, 2005 by and among the Borrower, certain of its Subsidiaries party thereto (including the Grantor), and the Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;
- (ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B; (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and
- (iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

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

ENVENTIS TELECOM, INC., as Grantor

By: David A. Christensen
Name: David A. Christensen
Title: Vice President, Treasurer and Secretary

ACKNOWLEDGMENT

STATE OF Minnesota
COUNTY OF Blue Earth

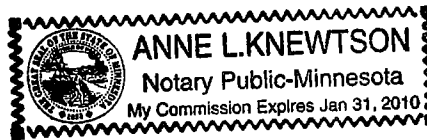
I, Anne L. Knewtson, a Notary Public for said County and State, do hereby certify that David Christensen personally appeared before me this day and stated that he is V.P. Treasurer & Secretary of ENVENTIS TELECOM, INC. and acknowledged, on behalf of ENVENTIS TELECOM, INC. the due execution of the foregoing instrument.

Witness my hand and official seal, this 27th day of December, 2005.

Anne L. Knewtson
Notary Public

My commission expires:

1-31-2010



[SIGNATURE PAGES CONTINUE]

Agreed and Accepted as of the
30th day of December, 2005.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: Franklin M. Wessinger
Name: Franklin M. Wessinger
Title: Managing Director

Schedule A to Trademark Security Agreement

TRADEMARKS

<u>Trademarks</u>	<u>Reg. No.</u>	<u>Reg. Date or Date of First Use</u>	<u>Renewal Due</u>
MP TELECOM	2,582,760	June 18, 2002	June 18, 2008
MP TELECOM and design logo	N/A	July 1997	N/A
ENVENTIS TELECOM	N/A	February 2002	N/A
ENVENTIS TELECOM and design logo	N/A	February 2002	N/A
ENVENTIS	N/A	February 1999	N/A
ENVENTIS and design logo	N/A	February 1999	N/A
ENCOMPASS	N/A	May 2002	N/A
ENCOMPASS and design logo	N/A	August 2003	N/A
ENCOMPASS UNIFIED COMMUNICATIONS	N/A	July 2002	N/A
THE IP COMPANY	N/A	August 2002	N/A

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.

2383429.03
LIB: CHARLOTTE