

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	Trademark Security Agreement												
CONVEYING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Kerrville Communications Corporation</td> <td></td> <td>07/17/2006</td> <td>CORPORATION:</td> </tr> <tr> <td>Valor Telecommunications, LLC</td> <td></td> <td>07/17/2006</td> <td>LIMITED LIABILITY COMPANY:</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	Kerrville Communications Corporation		07/17/2006	CORPORATION:	Valor Telecommunications, LLC		07/17/2006	LIMITED LIABILITY COMPANY:	
Name	Formerly	Execution Date	Entity Type										
Kerrville Communications Corporation		07/17/2006	CORPORATION:										
Valor Telecommunications, LLC		07/17/2006	LIMITED LIABILITY COMPANY:										
RECEIVING PARTY DATA													
Name:	JPMorgan Chase Bank N.A., as administrative agent												
Street Address:	270 Park Avenue												
Internal Address:	5th Floor												
City:	New York												
State/Country:	NEW YORK												
Postal Code:	10017												
Entity Type:	National Banking Association:												
PROPERTY NUMBERS Total: 13													
Property Type	Number	Word Mark											
Registration Number:	1790720	KTC KERRVILLE TELEPHONE COMPANY											
Registration Number:	2569687	V VALOR TELECOM											
Registration Number:	2569803	V VALOR BUSINESS SOLUTIONS											
Registration Number:	2607149	SERVING TEXAS WITH PRIDE											
Registration Number:	2607147	SERVING NEW MEXICO WITH PRIDE											
Registration Number:	2607148	SERVING OKLAHOMA WITH PRIDE											
Registration Number:	2734635	BRINGING COMMUNICATIONS TO YOUR NEIGHBORHOOD											
Registration Number:	2738006	SERVING TEXARKANA WITH PRIDE											
Registration Number:	2795388	VALORNET											
Registration Number:	2863125	LOOK UP PAGES											
Registration Number:	2888507	COMMITTED TO SERVING YOU											

CH \$340.00 1790720

900054864

TRADEMARK
REEL: 003362 FRAME: 0051

Registration Number:	2898835	IT'S ALL ABOUT YOU
Registration Number:	3037355	KTC PRIVACY CONTROLLER

CORRESPONDENCE DATA

Fax Number: (202)756-9299

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-756-9292

Email: christine.wilson@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 80 State Street

Address Line 2: 6th Floor

Address Line 4: New York, NEW YORK 12207

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	08/03/2006

Total Attachments: 6

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EXECUTION COPY

TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark
Applications and Trademark Licenses)

WHEREAS, the parties listed on Schedule 1 hereto (herein referred to as the “**Lien Grantors**” and each a “**Lien Grantor**”) own, or in the case of licenses are a party to, the Trademark Collateral (as defined below);

WHEREAS, ALLTEL Holding Corp. (the “**Borrower**”), the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent, are parties to a Credit Agreement dated as of July 17, 2006 (as amended from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to the Security Agreement dated as of July 17, 2006 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Borrower, the Guarantors party thereto and JPMorgan Chase Bank, N.A., as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), each Lien Grantor has secured certain of their obligations (its “**Secured Obligations**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest (the “**Transaction Liens**”) in personal property of such Lien Grantor, including all right, title and interest of each Lien Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Lien Grantor grants to the Grantee, to secure its Secured Obligations, a continuing security interest in all of such Lien Grantor’s right, title and interest in, to and under the following to the extent it constitutes Collateral (including giving effect to the proviso in Section 2(a) thereof) (all of the following items or types of Collateral being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark owned by such Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 2 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;
- (ii) each Trademark License to which the Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 2 hereto, and all of the goodwill of the business connected with

the use of, or symbolized by, each Trademark licensed pursuant thereto;
and

(iii) all Proceeds of the foregoing.

Each Lien Grantor irrevocably appoints the Grantee its true and lawful attorney, with full power of substitution, in the name of the Lien Grantor, any Secured Party or otherwise, for the sole use and benefit of the Secured Parties, but at the Borrower's expense, to the extent permitted by law to exercise, at any time and from time to time while any Event of Default shall have occurred and be continuing and/or an Enforcement Notice is in effect, all or any of the powers provided for in Section 15 of the Security Agreement with respect to all or any of the Trademark Collateral.

The foregoing security interest has been granted under the Security Agreement. Each Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral 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 of a conflict between the Security Agreement and this Trademark Security Agreement, the terms of the Security Agreement shall control.

Upon termination of the Transaction Liens in the Trademark Collateral pursuant to the Security Agreement, the security interests granted hereby shall automatically terminate and be released, and the Grantee will, at the expense of the Lien Grantor, execute and deliver to the Lien Grantor such documents, and take such other actions, as the Lien Grantor shall reasonably request to evidence the termination of the security interests granted hereby.

Capitalized terms used but not defined herein but defined in the Security Agreement are used herein with the respective meanings provided for therein.

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the ____ day of July, 2006.

KERRVILLE COMMUNICATIONS
CORPORATION

By: 

Name: Robert G. Clancy, Jr.

Title: Senior Vice President – Treasurer

VALOR TELECOMMUNICATIONS, LLC

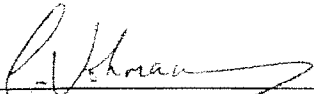
By: 

Name: Robert G. Clancy, Jr.

Title: Senior Vice President – Treasurer

Acknowledged:

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

By: 
Name: Christophe Vohmann
Title: Vice President

**Schedule 1
to Trademark
Security Agreement**

Lien Grantors

Kerrville Communications Corporation
Valor Telecommunications, LLC

**Schedule 2
to Trademark
Security Agreement**

U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>OWNER</u>
KTC KERRVILLE TELEPHONE COMPANY & Design	1,790,720	08/31/1993	Kerrville Communications Corporation
V VALOR TELECOM	2,569,687	05/14/2002	Valor Telecommunications, LLC
V VALOR BUSINESS SOLUTIONS	2,569,803	05/14/2002	Valor Telecommunications, LLC
SERVING TEXAS WITH PRIDE	2,607,149	08/13/2002	Valor Telecommunications, LLC
SERVING NEW MEXICO WITH PRIDE	2,607,147	08/13/2002	Valor Telecommunications, LLC
SERVING OKLAHOMA WITH PRIDE	2,607,148	08/13/2002	Valor Telecommunications, LLC
BRINGING COMMUNICATIONS TO YOUR NEIGHBORHOOD	2,734,635	07/08/2003	Valor Telecommunications, LLC
SERVING TEXARKANA WITH PRIDE	2,738,006	07/15/2003	Valor Telecommunications, LLC
VALORNET	2,795,388	12/16/2003	Valor Telecommunications, LLC
LOOK UP PAGES	2,863,125	07/13/2004	Valor Telecommunications, LLC
COMMITTED TO SERVING YOU	2,888,507	09/28/2004	Valor Telecommunications, LLC
IT'S ALL ABOUT YOU	2,898,835	11/02/2004	Valor Telecommunications, LLC
KTC PRIVACY CONTROLLER	3,037,355	01/03/2006	Valor Telecommunications, LLC

U.S. TRADEMARK APPLICATIONS

None.

EXCLUSIVE TRADEMARK LICENSES

None.