

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Penn Telecom, Inc.		12/31/2007	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wachovia Bank, National Association		
<b>Street Address:</b>	1525 West W.T. Harris Boulevard NC0680		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28262		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2312710	PENN TELECOM LONG DISTANCE	
<b>Registration Number:</b>	2310104	PENNTELE.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(704)353-3698		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	704 331 5792		
<b>Email:</b>	dmillard@kennedycovington.com		
<b>Correspondent Name:</b>	Karl S. Sawyer, Jr.		
<b>Address Line 1:</b>	214 N Tryon St., Hearst Tower 47th Floor		
<b>Address Line 2:</b>	Kennedy Covington Lobdell & Hickman, LLP		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	13567.142WACHLEVFINANCE		
<b>NAME OF SUBMITTER:</b>	Karl S. Sawyer, Jr.		
<b>Signature:</b>	/Karl S. Sawyer, Jr./		

OP \$65.00 2312710

Date:

01/05/2008

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of December 31, 2007 by and between PENN TELECOM, INC., a Pennsylvania corporation (the "Grantor"), having its chief executive office at 4008 Gibsonia Road, Gibsonia, Pennsylvania 15044, and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 1525 W.T. Harris Boulevard, NC0680, Charlotte, North Carolina 28262 for the ratable benefit of the Secured Parties.

This Agreement is executed pursuant to the terms of a Collateral Agreement dated as of December 31, 2007 by and among Consolidated Communications, Inc., Consolidated Communications Acquisition Texas, Inc., and Fort Pitt Acquisition Sub Inc., collectively, as Borrowers, Consolidated Communications Holdings, Inc., as Parent, certain of its Subsidiaries party thereto, including the Grantor, CoBank, ACB, as Syndication Agent, General Electric Capital Corporation, as Co-Documentation Agent, The Royal Bank of Scotland plc, as Co-Documentation Agent, Wachovia Capital Markets, LLC, as Sole Lead Arranger and Sole Bookrunner, and the Administrative Agent for the ratable benefit of the Secured Parties (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, for the ratable benefit of the Secured Parties, 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, on behalf of the Secured Parties, 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 date first written above.

PENN TELECOM, INC., as Grantor

By: Steven L. Childers  
Steven L. Childers  
Chief Financial Officer

ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COLES

I, Karen L. Littleton, a Notary Public for said County and State, do hereby certify that Steven L. Childers personally appeared before me this day and stated that he is Chief Financial Officer of Penn Telecom, Inc. and acknowledged, on behalf of Penn Telecom, Inc., the due execution of the foregoing instrument.

Witness my hand and official seal, this 31st day of December, 2007.

Karen L. Littleton  
Notary Public

My commission expires:

8-12-2010



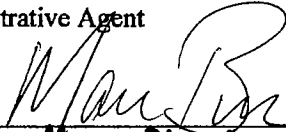
[Signature Pages Continue]

[Penn Telecom, Inc. - Trademark Security Agreement]

TRADEMARK  
REEL: 003690 FRAME: 0390

Agreed and Accepted as of the  
31<sup>st</sup> day of December, 2007.

WACHOVIA BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By:   
Name: Marc Birenbaum  
Title: Director

Schedule A to Trademark Security Agreement

Ser. No. / Reg. No.	Image	Trademark	Status	Owner Name	Filing Date	Reg. Date	Sec. 8 Due
2,312,710		PENN TELECOM LONG DISTANCE	REGISTERED Supplemental Register	PENN TELECOM, INC.	4/22/99	1/25/00	1/25/06 (filed 12/15/05)
2,310,104	<i>PennTele.Com</i>	PENNTLELE.COM	REGISTERED Supplemental Register	PENN TELECOM, INC.	4/22/99	1/18/00	1/18/06 (filed 12/15/05)

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None

4836-8151-1682.02