

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
Otelco Inc.		10/31/2008	CORPORATION:
CRC Communications of Maine, Inc.		10/31/2008	CORPORATION:
Communications Design Acquisition Corporation		10/31/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2581323	PINE TREE NETWORKS
Registration Number:	2558339	SECURESPEED
Serial Number:	77583326	OTELCO
Serial Number:	77583316	OT

CORRESPONDENCE DATA

Fax Number: (404)572-5128
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-572-2533
 Email: jbalcita@kslaw.com
 Correspondent Name: King & Spalding LLP
 Address Line 1: Jeffrey P. Balcita
 Address Line 2: 1180 Peachtree Street

CH \$115.00 2581323

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 09636.015026

NAME OF SUBMITTER: Jeffrey P. Balcita

Signature: /Jeffrey P. Balcita/

Date: 11/06/2008

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2008, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 21, 2004 among Borrower, the other Grantors and other subsidiaries of Borrowers as "Credit Parties", Agent and the Persons signatory thereto from time to time as Lenders, as amended and restated by that certain Amended and Restated Credit Agreement dated as of July 3, 2006 among Borrower, the other Grantors and other subsidiaries of Borrower as "Credit Parties", Agent and the Persons signatory thereto from time to time as Lenders, as further amended by that certain First Amendment to Amended and Restated Credit Agreement dated as of July 13, 2007 among Borrower, the other Grantors and other subsidiaries of Borrower as "Credit Parties", Agent and the Persons signatory thereto from time to time as Lenders, as further amended and restated by that certain Second Amended and Restated Credit Agreement dated as of October 20, 2008 among Borrower, the other Grantors and other subsidiaries of Borrower as "Credit Parties", Agent and the Persons signatory thereto from time to time as Lenders and the Joinder to Credit Agreement dated as of the date hereof among the Country Road Entities (as defined in the Credit Agreement) and Agent (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans to Borrower;

WHEREAS, each Grantor has agreed, pursuant to that certain Subsidiary Guaranty dated as of December 21, 2004 by and among Borrower, the guarantors party thereto and GE Capital, individually and in its capacity as Agent for the Lenders, as amended by that Amendment and Joinder to Subsidiary Guaranty dated as of July 3, 2006 by and among Borrower, the guarantors party thereto and GE Capital, individually and in its capacity as Agent for the Lenders, as further amended by that Second Amendment and Joinder to Subsidiary Guaranty dated as of the date hereof by and among Borrower, the guarantors party thereto and GE Capital, individual and in its capacity as Agent for the Lenders (as so amended and as otherwise amended, supplemented or otherwise modified from time to time, the "Subsidiary Guaranty"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, all of the Grantors are party to that certain Security Agreement dated as of December 21, 2004 by and among Borrower, the grantors party thereto and GE Capital, individually and in its capacity as Agent for the Lenders, as amended by that Amendment and Joinder to Security Agreement dated as of July 3, 2006

by and among Borrower, the grantors party thereto and GE Capital, individually and in its capacity as Agent for the Lenders, as further amended by that Second Amendment and Joinder to Security Agreement dated as of the date hereof by and among Borrower, the grantors party thereto and GE Capital, individual and in its capacity as Agent for the Lenders (as so amended and as otherwise amended, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

* * * * *

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

Very truly yours,

OTELCO INC., as grantor
CRC COMMUNICATIONS OF MAINE,
INC., as grantor
COMMUNICATIONS DESIGN
ACQUISITION CORPORATION, as grantor

By: 
Name: Curtis L. Garner, Jr.
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003883 FRAME: 0607

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

Very truly yours,

O TELCO INC., as grantor
CRC COMMUNICATIONS OF MAINE,
INC., as grantor
COMMUNICATIONS DESIGN
ACQUISITION CORPORATION, as grantor

By: _____
Name: Curtis L. Garner, Jr.
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: *Susan Bassett*
Name: *Susan Bassett*
Title: *Duly Authorized Signatory*

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

STATE OF Alabama)
COUNTY OF Blount) ss.

On this 31st day of October 2008 before me personally appeared Curtis L. Garner, Jr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Otelco Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Shere D. Campbell
Notary Public

ACKNOWLEDGMENT OF GRANTOR

STATE OF Alabama
COUNTY OF Blount) ss.

On this 31st day of October 2008 before me personally appeared Curtis L. Garner, Jr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CRC Communications of Maine, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Shene D. Campbell
Notary Public

ACKNOWLEDGMENT OF GRANTOR

STATE OF Alabama
COUNTY OF Blount) ss.

On this 31st day of October 2008 before me personally appeared Curtis L. Garner, Jr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Communications Design Acquisition Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Shene D. Campbell
Notary Public

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

CRC Communications of Maine, Inc.

Trademark/ Service Mark	Application Filing/Registration Date	Reg. No.	Appl. Serial No.	Expires
Pine Tree Networks (Logo)	06/18/02	U.S. Reg. No. 2581323	Appl. Serial No. 76146238	June 18, 2012
SecureSpeed (Typed)	04/09/02	U.S. Reg. No. 2558339	Appl. Serial No. 76146236	April 9, 2012


Communications Design Acquisition Corporation

Registered State Service Marks:	Charter / Serial Number	Expires	Group Company Owner
<u>State of Maine:</u>			
Clearly Basic	Charter # 20030223 M	March 23, 2013	Communications Design Acquisition Corporation
Clearly Business	Charter # 20030224 M	March 23, 2013	Communications Design Acquisition Corporation
Clearly Home	Charter # 20030225 M	March 23, 2013	Communications Design Acquisition Corporation
<u>State of West Virginia:</u>			
Clearly Basic	Serial # 1006814	September 2, 2013	Communications Design Acquisition Corporation
Clearly Business	Serial # 1006802	June 6, 2013	Communications Design Acquisition Corporation
Clearly Home	Serial # 1006818	September 2, 2013	Communications Design Acquisition Corporation

B. TRADEMARK APPLICATIONS

Otelco Inc.

Trademark/ Service Mark	Application Filing/Registration Date	Reg. No.	Appl. Serial No.	Renewal Date

OTELCO	10/01/2008	N/A	U.S. Appl. Serial No. 77/583,326	N/A
	10/01/2008	N/A	U.S. Appl. Serial No. 77/583,316	N/A

C. IP LICENSES

None.