

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Consolidated Communications Market Response, Inc.		12/31/2008	CORPORATION: ILLINOIS
Consolidated Communications Ventures Company		12/31/2008	CORPORATION: DELAWARE
North Pittsburgh Systems, Inc.		12/31/2008	CORPORATION: PENNSYLVANIA
Penn Telecom, Inc.		12/31/2008	CORPORATION: PENNSYLVANIA
Pinnatech, Inc.		12/31/2008	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Consolidated Communications Enterprise Services, Inc.		
Street Address:	121 South 17th Street		
City:	Mattoon		
State/Country:	ILLINOIS		
Postal Code:	61938		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	2136588	CONSOLIDATED MARKET RESPONSE	
Registration Number:	2731835	CONNECTED TO YOU.	
Registration Number:	2589743	SMARTPAK	
Registration Number:	2602438	CHOICEPAC	
Registration Number:	2580091	METRO TEXAS	
Registration Number:	2555225	LOCKON INTERACTIVE COMMUNITY	
Registration Number:	2621895	PEOPLE.TECHNOLOGY.SERVICE.	
Registration Number:	2557022	PEOPLE.TECHNOLOGY.SERVICE.WE'VE GOT IT ALL TOGETHER.	
Registration Number:	2557023	PEOPLE TECHNOLOGY SERVICE WE'VE GOT IT ALL	

CH \$515.00 2136588

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REEL: 003921 FRAME: 0740

		TOGETHER
Registration Number:	2621896	PEOPLE TECHNOLOGY SERVICE WE'VE GOT IT ALL TOGETHER
Registration Number:	2625857	PEOPLE.TECHNOLOGY.SERVICE.
Registration Number:	2711714	PEOPLE.TECHNOLOGY.SERVLC.E.WE'VE GOT IT ALL TOGETHER.
Registration Number:	2625859	PEOPLE.TECHNOLOGY.SERVICE.WE'VE GOT IT ALL TOGETHER.
Registration Number:	3260715	NPSI 100 YEARS JUST THE BEGINNING
Registration Number:	3344124	NORTH PITTSBURGH SYSTEMS INC.
Registration Number:	2312710	PENN TELECOM LONG DISTANCE
Registration Number:	2310104	PENNTELE.COM
Registration Number:	3028281	NAUTICOM INTERNET SERVICES
Registration Number:	2942217	NAUTICOM.NET
Registration Number:	2942216	NAUTICOM

CORRESPONDENCE DATA

Fax Number: (312)258-5600
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (312)258-5500
 Email: trademarks@schiffhardin.com
 Correspondent Name: Mark E. Ashton / Schiff Hardin LLP
 Address Line 1: P.O. Box 06079
 Address Line 4: Chicago, ILLINOIS 60606-0079

ATTORNEY DOCKET NUMBER:	15483-0208
NAME OF SUBMITTER:	Mark E. Ashton
Signature:	/Mark E. Ashton/
Date:	01/21/2009

Total Attachments: 12

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RETITLING OF ASSETS AGREEMENT

This Retitling of Assets Agreement (this “Agreement”) is made and entered into as of this 31st day of December, 2008 by and among:

- (i) CONSOLIDATED COMMUNICATIONS MARKET RESPONSE, INC., an Illinois corporation (“CCMR”);
- (ii) CONSOLIDATED COMMUNICATIONS BUSINESS SYSTEMS, INC., a Delaware corporation (“CCBS”);
- (iii) CONSOLIDATED COMMUNICATIONS PUBLIC SERVICES, INC., an Illinois corporation (“CCPS”);
- (iv) CONSOLIDATED COMMUNICATIONS OPERATOR SERVICES, INC., a Delaware corporation (“CCOS”);
- (v) CONSOLIDATED COMMUNICATIONS MOBILE SERVICES, INC., a Delaware corporation (“CCMS”);
- (vi) CONSOLIDATED COMMUNICATIONS, INC., an Illinois corporation (“CCI”);
- (vii) CONSOLIDATED COMMUNICATIONS TRANSPORT COMPANY, a Texas corporation (“CCTC”);
- (viii) CONSOLIDATED COMMUNICATIONS TELECOM SERVICES OF TEXAS COMPANY, a Texas corporation (“CCTS”);
- (ix) CONSOLIDATED COMMUNICATIONS VENTURES COMPANY, a Delaware corporation (“CCVC”);
- (x) CONSOLIDATED COMMUNICATIONS ACQUISITION TEXAS, INC., a Delaware corporation (“CCAT”);
- (xi) PINNATECH, INC., a Pennsylvania corporation (“Pinnatech”);
- (xii) PENN TELECOM, INC., a Pennsylvania corporation (“PTT”);
- (xiii) NORTH PITTSBURGH SYSTEMS, INC., a Pennsylvania corporation (“NPS”);
- (xiv) CONSOLIDATED COMMUNICATIONS HOLDINGS, INC., a Delaware corporation (“CCHI”); and
- (xv) CONSOLIDATED COMMUNICATIONS NETWORK SERVICES, INC. (to be known as CONSOLIDATED COMMUNICATIONS ENTERPRISE SERVICES, INC.), a Delaware corporation (“CCES”).

RECITALS

WHEREAS, pursuant to an Agreement and Plan of Merger dated as of the date hereof among CCMR, CCBS, CCPS, CCOS, CCMS and CCI, each of CCMR, CCBS, CCPS, CCOS and CCMS will merge with and into CCI (the "Step 1A Merger"), and the separate corporate existence of each of CCMR, CCBS, CCPS, CCOS and CCMS will cease;

WHEREAS, pursuant to an Agreement and Plan of Merger dated as of the date hereof among CCTC, CCTS and CCVC, following the Step 1A Merger, each of CCTC and CCTS will merge with and into CCVC (the "First Step 1B Merger"), and the separate corporate existence of each of CCTC and CCTS will cease;

WHEREAS, pursuant to an Agreement and Plan of Merger dated as of the date hereof between CCVC and CCAT, following the First Step 1B Merger, CCVC will merge with and into CCAT (the "Second Step 1B Merger"), and the separate corporate existence of CCVC will cease;

WHEREAS, pursuant to an Agreement and Plan of Merger dated as of the date hereof among Nauticom, PTI and NPS, following the Second Step 1B Merger, each of Nauticom and PTI will merge with and into NPS (the "Step 1C Merger"), and the separate corporate existence of each of Nauticom and PTI will cease;

WHEREAS, pursuant to an Agreement and Plan of Merger dated as of the date hereof among CCAT, NPS and CCHI, following the Step 1C Merger, each of CCAT and NPS will merge with and into CCHI (the "Step 2 Merger"), and the separate corporate existence of each of CCAT and NPS will cease;

WHEREAS, pursuant to a Transfer and Assumption Agreement dated as of the date hereof by and between CCHI and CCI, following the Step 1C Merger, CCHI will transfer to CCI all of the assets of CCAT (including all of the assets of CCTC, CCTS and CCVC acquired by CCAT as a result of the combination of the First Step 1B Merger and the Second Step 1B Merger) and NPS (including all of the assets of Nauticom and PTI acquired by NPS as a result of the Step 1C Merger) that CCHI acquired in the Step 2 Merger, subject to all liabilities and obligations associated therewith (the "Step 3 Asset Transfer");

WHEREAS, pursuant to a Transfer and Assumption Agreement dated as of the date hereof by and between CCI and CCES, following the Step 3 Asset Transfer, CCI will transfer to CCES certain of the assets of CCAT and NPS that CCI acquired as a result of the Step 3 Asset Transfer, subject to all liabilities and obligations associated therewith (the "Step 5 Asset Transfer");

WHEREAS, pursuant to a Transfer and Assumption Agreement dated as of the date hereof by and between CCI and CCES, following the Step 5 Asset Transfer, CCI will transfer to CCES (i) all of the assets of CCMR, CCBS, CCPS, CCOS and CCMS that CCI acquired as a result of the Step 1A Merger, (ii) all of the assets of NPS that CCI acquired as a result of the Step 3 Asset Transfer that were not previously transferred to CCES pursuant to the Step 5 Asset Transfer, and (iii) certain (but not all) of the assets of CCAT that CCI acquired as a result of the Step 3 Asset Transfer that were not previously transferred to CCES pursuant to the Step 5 Asset Transfer, subject in each case to all liabilities and obligations associated therewith (the "Step 6A Asset Transfer");

WHEREAS, for the convenience of the parties, the parties hereto have agreed not to require that any asset that is being transferred to CCES as a result of the transactions described above be retitled in the name of any party that first acquired such asset as a result of the transactions described above, but instead that all such assets may be retitled directly from the party that owned such asset immediately prior to the Step 1A Merger to CCES;

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Retitling of Assets. The parties agree that any of the assets held in the name of any party immediately prior to the Step 1A Merger (the "Transferring Party") that will be held in the name of CCES immediately following the Step 6A Asset Transfer, including without limitation those specific assets set forth on Schedule A hereto (which, in the case of trademarks, includes all associated goodwill), may be retitled from the name of the Transferring Party directly into the name of CCES, without the need to retitle such asset into the name of any other party hereto who may be in the chain of title as a result of the transactions described above.

2. Further Assurances. From time to time after the date hereof, and without any further consideration, each party hereto shall execute, acknowledge and deliver all such additional documents, and will do all such other acts and things, all in accordance with applicable law, as may be necessary or appropriate to more fully and effectively carry out the purposes and intent of this Agreement.

3. Miscellaneous.

(a) This Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement binding on the parties hereto.

(b) This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois without regard to conflict of law principles thereof, except, if it is mandatory in any other jurisdiction to have the law of such other jurisdiction govern this Agreement in order for this Agreement to be effective with respect to a particular asset, then the laws of such other jurisdiction shall govern this Agreement with respect to such asset.

(c) If any of the provisions of this Agreement are held by any court of competent jurisdiction to contravene, or to be invalid under, the laws of any political body having jurisdiction over the subject matter hereto, such contravention or invalidity shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as if it did not contain the particular provision or provisions held to be invalid, and an equitable adjustment shall be made and necessary provision added so as to give effect to the intention of the parties as expressed in this Agreement at the time of execution of this Agreement.

(d) To the extent required by applicable law, this Agreement shall also constitute a "deed," "bill of sale" or "assignment" of the assets.

(e) This Agreement may be amended or modified from time to time only by the written agreement of all the parties hereto (excluding any party whose corporate existence has ceased pursuant to the transactions described above) and the provisions of this Agreement may be waived only if such waiver is set forth in a writing signed by the party sought to be bound by such waiver.

(f) This Agreement supersedes all previous understandings or agreements between the parties, whether oral or written, with respect to its subject matter and this document is an integrated agreement which contains the entire understanding of the parties. No understanding, representation, promise or agreement, whether oral or written, is intended to be or shall be included in or form part of this Agreement unless it is contained in a written amendment hereto executed by the parties hereto after the date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

CONSOLIDATED COMMUNICATIONS MARKET RESPONSE, INC. By: <u>Steven L. Childers</u> Steven L. Childers Senior Vice President	CONSOLIDATED COMMUNICATIONS BUSINESS SYSTEMS, INC. By: <u>Steven L. Childers</u> Steven L. Childers Senior Vice President
CONSOLIDATED COMMUNICATIONS PUBLIC SERVICES, INC. By: <u>Steven L. Childers</u> Steven L. Childers Senior Vice President	CONSOLIDATED COMMUNICATIONS OPERATOR SERVICES, INC. By: <u>Steven L. Childers</u> Steven L. Childers Senior Vice President
CONSOLIDATED COMMUNICATIONS MOBILE SERVICES, INC. By: <u>Steven L. Childers</u> Steven L. Childers Senior Vice President	CONSOLIDATED COMMUNICATIONS, INC. By: <u>Steven L. Childers</u> Steven L. Childers Senior Vice President
CONSOLIDATED COMMUNICATIONS TRANSPORT COMPANY By: <u>Steven L. Childers</u> Steven L. Childers Senior Vice President	CONSOLIDATED COMMUNICATIONS TELECOM SERVICES OF TEXAS COMPANY By: <u>Steven L. Childers</u> Steven L. Childers Senior Vice President
CONSOLIDATED COMMUNICATIONS VENTURES COMPANY By: <u>Steven L. Childers</u> Steven L. Childers Senior Vice President	CONSOLIDATED COMMUNICATIONS ACQUISITION TEXAS, INC. By: <u>Steven L. Childers</u> Steven L. Childers Senior Vice President

PINNATECH, INC. By: <u>Steven L. Childers</u> Steven L. Childers Senior Vice President	PENN TELECOM, INC. By: <u>Steven L. Childers</u> Steven L. Childers Senior Vice President
NORTH PITTSBURGH SYSTEMS, INC. By: <u>Steven L. Childers</u> Steven L. Childers Senior Vice President	CONSOLIDATED COMMUNICATIONS HOLDINGS, INC. By: <u>Steven L. Childers</u> Steven L. Childers Senior Vice President
CONSOLIDATED COMMUNICATIONS NETWORK SERVICES, INC. (to be known as CONSOLIDATED COMMUNICATIONS ENTERPRISE SERVICES, INC.) By: <u>Steven L. Childers</u> Steven L. Childers Senior Vice President	


**SCHEDULE A TO
RETITLING OF ASSETS AGREEMENT**

See Attached

Trademarks to be Retitled from CCMR to CCES



Ser. No. / Reg. No.	Image	Trademark	Status	Owner Name	Filing Date	Reg. Date	Sec. 8 Due
2,136,588		CONSOLIDATED MARKET RESPONSE	REGISTERED	CONSOLIDATED COMMUNICATIONS MARKET RESPONSE, INC.	3/1/96	2/17/98	2/17/04 (filed 1/21/04) 10-year due 2/17/08 (filed 12/3/07)

Trademarks to be Retitled from CCVC to CCES

Ser. No. / Reg. No.	Image	Trademark	Status	Owner Name	Filing Date	Reg. Date	Sec. 8 Due
2,731,835		CONNECTED TO YOU.	REGISTERED	CONSOLIDATED COMMUNICATIONS VENTURES COMPANY	8/12/02	7/1/03	7/1/09
2,589,743		SMARTPAK	REGISTERED	CONSOLIDATED COMMUNICATIONS VENTURES COMPANY	10/23/00	7/2/02	7/2/08
2,602,438		CHOICEPAC	REGISTERED	CONSOLIDATED COMMUNICATIONS VENTURES COMPANY	10/23/00	7/30/02	7/30/08
2,580,091		METRO TEXAS	REGISTERED	CONSOLIDATED COMMUNICATIONS VENTURES COMPANY	9/11/00	6/11/02	6/11/08
2,555,225		LOCKON INTERACTIVE COMMUNITY	REGISTERED	CONSOLIDATED COMMUNICATIONS VENTURES COMPANY	8/8/00	4/2/02	4/2/08
2,621,895		PEOPLE.TECHNOLOGY.SERVICE.	REGISTERED	CONSOLIDATED COMMUNICATIONS VENTURES COMPANY	3/6/00	9/17/02	9/17/08
2,557,022		PEOPLE.TECHNOLOGY.SERVICE.WE'VE GOT IT ALL TOGETHER.	REGISTERED	CONSOLIDATED COMMUNICATIONS VENTURES COMPANY	3/6/00	4/2/02	4/2/08
2,557,023		PEOPLE TECHNOLOGY SERVICE WE'VE GOT IT ALL TOGETHER	REGISTERED	CONSOLIDATED COMMUNICATIONS VENTURES COMPANY	3/6/00	4/2/02	4/2/08

Ser. No. / Reg. No.	Image	Trademark	Status	Owner Name	Filing Date	Reg. Date	Sec. 8 Due
2,621,896		PEOPLE TECHNOLOGY SERVICE WE'VE GOT IT ALL TOGETHER	REGISTERED	CONSOLIDATED COMMUNICATIONS VENTURES COMPANY	3/6/00	9/17/02	9/17/08
2,625,857		PEOPLE.TECHNOLOGY.SERVICE.	REGISTERED	CONSOLIDATED COMMUNICATIONS VENTURES COMPANY	3/6/00	9/24/02	9/24/08
2,711,714		PEOPLE.TECHNOLOGY.SERVICE.WE'VE GOT IT ALL TOGETHER.	REGISTERED	CONSOLIDATED COMMUNICATIONS VENTURES COMPANY	3/6/00	4/29/03	4/29/09
2,625,859		PEOPLE.TECHNOLOGY.SERVICE.WE'VE GOT IT ALL TOGETHER.	REGISTERED	CONSOLIDATED COMMUNICATIONS VENTURES COMPANY	3/6/00	9/24/02	9/24/08



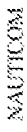
Trademarks to be Retitled from NPS to CCES

Ser. No. / Reg. No.	Image	Trademark	Status	Owner Name	Filing Date	Reg. Date	Sec. 8 Due
3,260,715		NPSI 100 YEARS JUST THE BEGINNING	REGISTERED	NORTH PITTSBURGH SYSTEMS, INC.	7/12/06	7/10/07	7/10/13
3,344,124		NORTH PITTSBURGH SYSTEMS INC.	REGISTERED	NORTH PITTSBURGH SYSTEMS, INC.	7/12/06	11/27/07	11/27/13

Trademarks to be Retitled from PTI to CCES

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>	PENINTELE.COM	REGISTERED Supplemental Register	PENN TELECOM, INC.	4/22/99	1/18/00	1/18/06 (filed 12/15/05)

Trademarks to be Retitled from Pinnatech to CCES

Ser. No. / Reg. No.	Image	Trademark	Status	Owner Name	Filing Date	Reg. Date	Sec. 8 Due
3,028,281		NAUTICOM INTERNET SERVICES	REGISTERED	PINNATECH, INC.	10/14/04	12/13/05	12/13/11
2,942,217		NAUTICOM.NET	REGISTERED	PINNATECH, INC.	9/20/04	4/19/05	4/19/11
2,942,216		NAUTICOM	REGISTERED	PINNATECH, INC.	9/20/04	4/19/05	4/19/11