

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WINDSTREAM INTELLECTUAL PROPERTY SERVICES, INC.		06/22/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2888507	COMMITTED TO SERVING YOU
Registration Number:	2898835	IT'S ALL ABOUT YOU
Registration Number:	3037355	KTC PRIVACY CONTROLLER
Registration Number:	2863125	LOOK UP PAGES
Registration Number:	2607147	SERVING NEW MEXICO WITH PRIDE
Registration Number:	2607148	SERVING OKLAHOMA WITH PRIDE
Registration Number:	2607149	SERVING TEXAS WITH PRIDE
Registration Number:	2569803	V VALOR BUSINESS SOLUTIONS
Registration Number:	2569687	V VALOR TELECOM
Registration Number:	3390048	WINDSTREAM
Registration Number:	3390047	WINDSTREAM
Registration Number:	3327493	WINDSTREAM
Registration Number:	3357666	WINDSTREAM

OP \$365.00 2888507

Registration Number:

3390070

WINDSTREAM W

CORRESPONDENCE DATA

Fax Number: (866)826-5420

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

Phone: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:

34544

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Signature:

/pja/

Date:

08/03/2009

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

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

June 22, 2009

WHEREAS, Windstream Intellectual Property Services, Inc., a Delaware corporation (the "**Lien Grantor**") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Windstream Corporation (as successor to ALLTEL Holding Corp.) (the "**Borrower**"), the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent, and Bank of America, N.A., Citibank, N.A. and Wachovia Bank, National Association, as Co-Documentation Agents, are parties to that certain Amended and Restated Credit Agreement dated as of July 17, 2006 and amended and restated as of February 27, 2007 (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**"), the Lien Grantor has secured certain of its 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 the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor grants to the Grantee, to secure its Secured Obligations, a continuing security interest in all of the 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) of the Security Agreement) (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 the Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 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 1 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.

The 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. The 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.

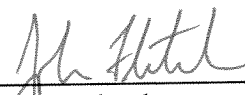
Upon termination of the Transaction Liens in the Trademark Collateral pursuant to the Security Agreement, the security interests granted hereby shall automatically terminate and be released, and the Grantee will, at the expense of the Lien Grantor, execute and deliver to the Lien Grantor such documents,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

[SIGNATURE PAGE FOLLOWS]

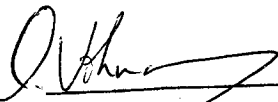
IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the day first written above.

WINDSTREAM INTELLECTUAL PROPERTY
SERVICES, INC.

By: 
Name: John P. Fletcher
Title: Executive Vice President,
General Counsel and Secretary

Acknowledged:

JPMORGAN CHASE BANK, NA.,
as Collateral Agent

By: 
Name: _____
Title: **Christophe Vohmann**
Executive Director

**Schedule 1
To Trademark
Security Agreement**

WINDSTREAM INTELLECTUAL PROPERTY SERVICES, INC.

U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
COMMITTED TO SERVING YOU	2888507	Registered 09.28.04
IT'S ALL ABOUT YOU	2898835	Registered 11.02.04
KTC PRIVACY CONTROLLER	3037355	Registered 01.03.06
LOOK UP PAGES	2863125	Registered 07.13.04
SERVING NEW MEXICO WITH PRIDE	2607147	Registered 08.13.02
SERVING OKLAHOMA WITH PRIDE	2607148	Registered 08.13.02
SERVING TEXAS WITH PRIDE	2607149	Registered 08.13.02
VALOR BUSINESS SOLUTIONS & V Design	2569803	Registered 05.14.02
VALOR TELECOM and V DESIGN	2569687	Registered 05.14.02
WINDSTREAM	3390048	Registered 02.26.08
WINDSTREAM	3390047	Registered 02.26.08
WINDSTREAM	3327493	Registered 10.30.07
WINDSTREAM	3357666	Registered 12.18.07
WINDSTREAM w (w/ stylized "w")	3390070	Registered 02.26.08

U.S. TRADEMARK APPLICATIONS

<u>TRADEMARK</u>	<u>APP. NO.</u>	<u>FILING DATE</u>
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