

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
NuVox, Inc.		02/25/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	1111 Fannin, 10th Floor
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	2815958	GABRIEL COMMUNICATIONS, INC.
Registration Number:	2815957	GABRIEL COMMUNICATIONS
Registration Number:	2815961	GABRIELMAIL MESSENGER
Registration Number:	2818610	GABRIELMAIL
Registration Number:	2744095	NUVOX PRIVATE NETWORK
Registration Number:	2753843	THE NEW VOICE IN COMMUNICATIONS. YOURS.
Registration Number:	2753842	THE NEW VOICE IN COMMUNICATIONS. YOURS.
Registration Number:	1699946	BECAUSE BUSINESS IS ON THE LINE
Registration Number:	2588271	NUVOX
Registration Number:	2743285	NUVOX
Registration Number:	2743289	NUVOX
Registration Number:	2743284	NUVOX
Registration Number:	2743288	NUVOX
Registration Number:	2588272	NUVOX COMMUNICATIONS

OP \$740.00 2815958

Registration Number:	3130328	NUVOX
Registration Number:	3637713	BIZPAC
Registration Number:	3637714	BROADLINE FOR BUSINESS
Serial Number:	77730151	NUVOX BUSINESS APPS
Serial Number:	77804389	VOXDC
Serial Number:	77804380	VOXDC
Serial Number:	77888296	BIZPAC
Serial Number:	77888299	BIZPAC 3D
Serial Number:	77804376	VOXNET
Serial Number:	77807518	VOXNET
Serial Number:	77846936	VOXIP SIP
Serial Number:	77846926	ARMORLINE
Serial Number:	77897922	THE GO NETWORK
Serial Number:	77372110	WEB ARCHITECT
Serial Number:	77846928	VOXIP

CORRESPONDENCE DATA

Fax Number: (800)494-7512
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-370-4761
Email: ecallahan@nationalcorp.com
Correspondent Name: Elspeth Callahan
Address Line 1: 1100 G St NW, Suite 420
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F125249
NAME OF SUBMITTER:	Manuel F. Gomez
Signature:	/Manuel F. Gomez/
Date:	03/01/2010

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

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

February 25, 2010

WHEREAS, NuVox, 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 Second Amended and Restated Credit Agreement dated as of July 17, 2006 and amended and restated as of February 27, 2007 and October 19, 2009 (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 (as defined below);

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.

NUVOX, INC.

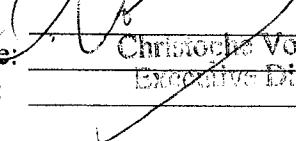
By: _____

Name: John P. Fletcher

Title: Executive Vice President, General Counsel
and Secretary

Acknowledged:

JPMORGAN CHASE BANK, NA.,
as Collateral Agent

By: 
Name: Christophe Volkmann
Title: Executive Director

**Schedule 1
To Trademark
Security Agreement**

NUVOX, INC.

U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
GABRIEL COMMUNICATIONS, INC.	2815958	02/24/2004
GABRIEL COMMUNICATIONS, INC.	2815957	02/24/2004
GABRIELMAIL MESSENGER	2815961	02/24/2004
GABRIELMAIL	2818610	03/02/2004
THE NEW VOICE IN COMMUNICATIONS. YOURS.	2753843	08/19/2003
THE NEW VOICE IN COMMUNICATIONS. YOURS.	2753842	08/19/2003
BECAUSE BUSINESS IS ON THE LINE.	1699946	07/7/1992
NUVOX	2588271	07/02/2002
NUVOX	2743285	07/29/2003
NUVOX	2743289	07/29/2003
NUVOX	2743284	07/29/2003
NUVOX	2743288	07/29/2003
NUVOX COMMUNICATIONS	2588272	07/02/2002
NUVOX	3130328	08/15/2006
NUVOX PRIVATE NETWORK	2744095	07/29/2003
BIZPAC	3637713	06/16/2009
BROADLINE FOR BUSINESS	3637714	06/16/2009

U.S. TRADEMARK APPLICATIONS

<u>TRADEMARK</u>	<u>APP. NO.</u>	<u>APP. DATE</u>
WEB ARCHITECT	77372110	04/29/2008
NUVOX BUSINESS APPS	77730151	05/06/2009
VOXDC	77804389	08/13/2009
VOXDC (stylized)	77804380	08/13/2009
BIZPAC 3D	77888299	12/08/2009

BIZPAC (stylized)	77888296	12/08/2009
VOXNET	77804376	08/13/2009
VOXNET (stylized)	77807518	08/18/2009
VOXIP SIP (stylized)	77846936	10/12/2009
VOXIP (stylized)	77846928	10/12/2009
ARMORLINE	77846926	10/12/2009
THE GO NETWORK	77897922	12/21/2009