

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
Alaska Communications Systems Holdings, Inc.		10/21/2010	CORPORATION: DELAWARE
Alaska Communications Systems Group, Inc.		10/21/2010	CORPORATION: DELAWARE
ACS of Alaska, Inc.		10/21/2010	CORPORATION: ALASKA
ACS of the Northland, Inc.		10/21/2010	CORPORATION: ALASKA
ACS of Fairbanks, Inc.		10/21/2010	CORPORATION: ALASKA
ACS of Anchorage, Inc.		10/21/2010	CORPORATION: DELAWARE
ACS Wireless, Inc.		10/21/2010	CORPORATION: ALASKA
ACS Long Distance, Inc.		10/21/2010	CORPORATION: ALASKA
ACS Internet, Inc.		10/21/2010	CORPORATION: DELAWARE
ACS InfoSource, Inc.		10/21/2010	CORPORATION: ALASKA
ACS Messaging, Inc.		10/21/2010	CORPORATION: ALASKA
ACS of Alaska License Sub, Inc.		10/21/2010	CORPORATION: ALASKA
ACS of the Northland License Sub, Inc.		10/21/2010	CORPORATION: ALASKA
ACS of Anchorage License Sub, Inc.		10/21/2010	CORPORATION: ALASKA
ACS of Fairbanks License Sub, Inc.		10/21/2010	CORPORATION: ALASKA
ACS Wireless License Sub, Inc.		10/21/2010	CORPORATION: ALASKA
ACS Long Distance License Sub, Inc.		10/21/2010	CORPORATION: ALASKA
ACS Services, Inc.		10/21/2010	CORPORATION: ALASKA
ACS Cable Systems, Inc.		10/21/2010	CORPORATION: DELAWARE
Crest Communications Corporation		10/21/2010	CORPORATION: DELAWARE
WCI Cable, Inc.		10/21/2010	CORPORATION: DELAWARE
Alaska Northstar Communications, LLC		10/21/2010	LIMITED LIABILITY COMPANY: DELAWARE
Northstar License Corporation		10/21/2010	CORPORATION: DELAWARE
WCIC Hillsboro, LLC		10/21/2010	LIMITED LIABILITY COMPANY: DELAWARE
			LIMITED LIABILITY COMPANY: DELAWARE

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WCI LightPoint LLC		10/21/2010	COMPANY: DELAWARE
Northern Lights Holdings, Inc.		10/21/2010	CORPORATION: DELAWARE
World Net Communications, Inc.		10/21/2010	CORPORATION: DELAWARE
Alaska Fiber Star, LLC		10/21/2010	LIMITED LIABILITY COMPANY: ALASKA
Alaska Fiber Star License Corporation		10/21/2010	CORPORATION: DELAWARE
Alaska Communications LLC		10/21/2010	LIMITED LIABILITY COMPANY: ALASKA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2516442	
Registration Number:	2460813	@I INTERNET ALASKA
Registration Number:	3673983	AKORN
Registration Number:	2513541	ALASKA COMMUNICATIONS SYSTEMS
Registration Number:	3191555	ON ACS
Registration Number:	2612707	ONEPLACE
Serial Number:	85083792	ALASKA COMMUNICATIONS
Serial Number:	85083793	
Serial Number:	85128492	
Serial Number:	85128493	ALASKA COMMUNICATIONS
Serial Number:	85128489	ALASKA COMMUNICATIONS
Serial Number:	85115569	UNCOMMON SENSE
Serial Number:	85153039	WIFI ON THE FLY

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 455-7976

TRADEMARK
REEL: 004304 FRAME: 0051

Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1538
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/m/
Date:	10/22/2010

Total Attachments: 8
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This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated October 21, 2010 is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of JPMorgan Chase Bank, N.A. ("JPMorgan Chase Bank"), as administrative agent (together with its successors, in such capacity, (the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Alaska Communications Systems Holdings, Inc., a Delaware corporation, and Alaska Communications Systems Group, Inc., a Delaware corporation, have entered into a Credit Agreement dated as of October 21, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the lenders from time to time party thereto (the "Lenders") and the Administrative Agent. Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Credit Agreement, or if not therein, in the Security Agreement referred to below.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the LC Issuer under the Credit Agreement and the entry into Hedging Agreements and cash management agreements by certain Lenders and their Affiliates from time to time, each Grantor has executed and delivered that certain Security Agreement dated October 21, 2010 made by the Grantors and the other Loan Parties party thereto to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. As collateral security for the payment or performance, as and when due, as the case may be, in full of the Obligations (as defined in the Security Agreement), each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

- (i) the United States patents and patent applications set forth in Schedule A hereto;
- (ii) the United States trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark

applications under applicable federal law), together with the goodwill symbolized thereby;

(iii) the United States copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, reexaminations and renewals of any of the foregoing;

(v) all rights to sue for damages and injunctive relief for past, present or future infringement, dilution, misappropriation, violation, misuse or breach with respect to of any of the foregoing; and

(vi) any and all Proceeds with respect to or arising from any and all of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

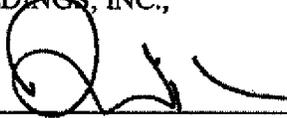
SECTION 3. Execution in Counterparts. This IP Security Agreement may be executed in two or more counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute but one contract (subject to Section 6.04 of the Security Agreement), and shall become effective as provided in Section 6.04 of the Security Agreement. Delivery of an executed signature page to this IP Security Agreement by facsimile or email transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

SECTION 5. Governing Law. THIS IP SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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

ALASKA COMMUNICATIONS SYSTEMS
HOLDINGS, INC.,

By: 

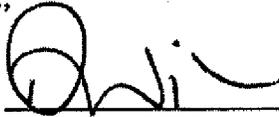
Name: David Wilson

Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

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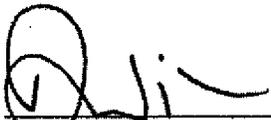
ALASKA COMMUNICATIONS SYSTEMS GROUP,
INC.,

By: 
Name: David Wilson
Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 004304 FRAME: 0056

ACS OF ALASKA, INC.
ACS OF THE NORTHLAND, INC.
ACS OF FAIRBANKS, INC.
ACS OF ANCHORAGE, INC.
ACS WIRELESS, INC.
ACS LONG DISTANCE, INC.
ACS INTERNET, INC.
ACS INFOSOURCE, INC.
ACS MESSAGING, INC.
ACS OF ALASKA LICENSE SUB, INC.
ACS OF THE NORTHLAND LICENSE SUB, INC.
ACS OF ANCHORAGE LICENSE SUB, INC.
ACS OF FAIRBANKS LICENSE SUB, INC.
ACS WIRELESS LICENSE SUB, INC.
ACS LONG DISTANCE LICENSE SUB, INC.
ACS SERVICES, INC.
ACS CABLE SYSTEMS, INC.
CREST COMMUNICATIONS CORPORATION
WCI CABLE, INC.
ALASKA NORTHSTAR COMMUNICATIONS, LLC
NORTHSTAR LICENSE CORPORATION
WCIC HILLSBORO, LLC
WCI LIGHTPOINT LLC
NORTHERN LIGHTS HOLDINGS, INC.
WORLD NET COMMUNICATIONS, INC.
ALASKA FIBER STAR, LLC
ALASKA FIBER STAR LICENSE CORPORATION
ALASKA COMMUNICATIONS LLC

By: 
Name: David Wilson
Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
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JPMORGAN CHASE BANK, N.A.,
as Administrative Agent,

By 
Name: **John G. Kowalczyk**
Title: **Executive Director**

[Signature Page to Intellectual Property Security Agreement]

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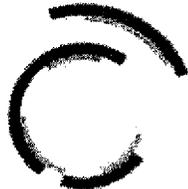
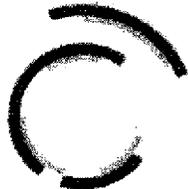
Schedule A

None.

Schedule B

Trademark Registrations			
Country	Trademark	Reg. No. Reg. Date	Status
United States		2516442 12/11/01	Registered Renewal due by 12/11/2011
United States	 Internet alaska	2460813 6/19/01	Registered Renewal due by 6/19/2011
United States	AKORN	3673983 8/25/09	Registered Section 8&15 declaration due by 8/25/2015
United States	ALASKA COMMUNICATIONS SYSTEMS	2513541 11/27/01	Registered on the Supplemental Register Renewal due by 11/27/2011
United States	ON ACS	3191555 1/2/07	Registered Section 8&15 declaration due by 1/2/2013
United States	ONEPLACE	2612707 8/27/02	Registered Renewal due by 8/27/2012

Pending Trademark Applications			
Country	Trademark	App. No. Filing Date	Status
United States		85/083792 7/13/10	Pending.

Pending Trademark Applications			
Country	Trademark	App. No. Filing. Date	Status
United States		85/083793 7/13/10	Pending.
United States		85/128492 9/13/10	Pending.
United States		85/128493 9/13/10	Pending.
United States	ALASKA COMMUNICATIONS	85/128489 9/13/10	Pending.
United States	UNCOMMON SENSE	85/115569 8/25/10	Pending.
United States	WIFI ON THE FLY	85153039 10/14/2010	Pending.

Schedule C

None.