

**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
Hawaiian Telcom, Inc		10/28/2010	CORPORATION: HAWAII
Hawaiian Telcom Communications, Inc.		10/28/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Wilmington Trust FSB as collateral agent
Street Address:	50 South Street, Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	Federal Savings Bank: United States: UNITED STATES

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	3184731	CALL OHANA
Registration Number:	3131406	HAWAI'I ANYTIME
Registration Number:	3184761	HAWAI'I EVERYWHERE
Registration Number:	3175332	HAWAI'I FREETIME
Registration Number:	3105374	HAWAII ANYTIME
Registration Number:	3169918	HAWAII EVERYWHERE
Registration Number:	3169919	HAWAII FREETIME
Registration Number:	3075941	HAWAIIAN TEL
Registration Number:	3042973	HAWAIIAN TELCOM
Registration Number:	3042974	HAWAIIAN TELCOM
Registration Number:	3042975	HAWAIIAN TELCOM
Registration Number:	3042976	HAWAIIAN TELCOM
Registration Number:	3042977	HAWAIIAN TELCOM

**CH \$365.00 3184731**

**900175401**

**TRADEMARK  
 REEL: 004308 FRAME: 0172**

Registration Number:

3042978

HAWAIIAN TELCOM

**CORRESPONDENCE DATA**

Fax Number: (202)739-3001

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

Phone: 202-739-5652

Email: chowell@morganlewis.com

Correspondent Name: Catherine R. Howell, Senior Paralegal

Address Line 1: 1111 Pennsylvania Ave., N.W.; Attn: TMSU

Address Line 2: Morgan, Lewis & Bockius LLP

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:

101281-0007

NAME OF SUBMITTER:

Catherine R. Howell, Senior Paralegal

Signature:

/Catherine R. Howell/

Date:

11/01/2010

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT, dated as of October 28, 2010, among Hawaiian Telcom, Inc., a Hawaii corporation and Hawaiian Telcom Communications, Inc., a Delaware corporation (the "Grantors") and Wilmington Trust FSB ("WTFSB"), as collateral agent (the "Collateral Agent") (the "Agreement").

Reference is made to (a) the Senior Secured Loan Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented, increased, extended or otherwise modified from time to time, the "Loan Agreement") among HAWAIIAN TELCOM HOLDCO, INC., a Delaware corporation ("Holdings"), HAWAIIAN TELCOM COMMUNICATIONS, INC., a Delaware corporation (the "Borrower"), the lenders from time to time parties thereto, and WTFSB, in its capacity as administrative agent and collateral agent, and (b) the Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), between the Grantors, the other "Grantors" (as defined therein) party thereto, and the Collateral Agent. The HT Debtors have agreed to convert certain of the Original Loans and obligations under the Prepetition Swap Contracts into new senior secured term loans in an outstanding aggregate principal amount of \$300,000,000 as set forth therein, and it is a condition precedent to the obligations of the Lenders under the Loan Agreement, among other things, that the Grantors shall execute and deliver this Agreement on behalf of and for the ratable benefit of the Secured Parties. The Grantors consist of Borrower and an Affiliate of the Borrower, who will derive substantial benefits from the extension of credit to the Borrower pursuant to the Loan Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors agree, for the benefit of the Lenders, as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meaning specified in the Loan Agreement and the Collateral Agreement. The rules of construction specified or incorporated by reference in Section 1.01 of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment in full of the Obligations, the Grantors, pursuant to the Collateral Agreement, did and hereby do grant to the Collateral Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by it or in which it now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress,

logos, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof (excluding intent-to-use applications for which a statement of use or amendment to allege use has not been filed), and all registration and applications filed in connection therewith, including the registration and applications in the United States Patent and Trademark Office (excluding intent-to-use applications for which a statement of use or amendment to allege use has not been filed) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");

- (b) all goodwill associated with or symbolized by the Trademarks; and
- (c) all assets, rights and interest that uniquely reflect or embody such goodwill.
- (d) all proceeds of the foregoing, including, without limitation, all rights to income, royalties, proceeds and damages now or hereafter due and/or payable under any Trademark and with respect thereto, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, dilution, violation or other impairment thereof.

SECTION 3. Collateral Agreement. The security interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation of, the security interest granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantors hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HAWAIIAN TELCOM, INC.

by Robert Reich

Name: **ROBERT REICH**

Title: **SVP & Chief Financial Officer**

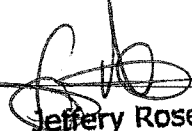
Approved  
as to form  
LEGAL DEPT.  
By RLM  
Date 10/24/00

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 004308 FRAME: 0176**

WILMINGTON TRUST FSB,  
AS COLLATERAL AGENT

by

  
Name: **Jeffery Rose**  
Title: **Vice President**

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 004308 FRAME: 0177**

SCHEDULE I

Trademarks

<b>Mark</b>	<b>Jurisdiction</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
CALL OHANA	U.S.	3184731	12/12/2006
HAWAII ANYTIME	U.S.	3131406	8/15/2006
HAWAII EVERYWHERE	U.S.	3184761	12/12/2006
HAWAII FREETIME	U.S.	3175332	11/21/2006
HAWAII ANYTIME	U.S.	3105374	6/13/2006
HAWAII EVERYWHERE	U.S.	3169918	11/7/2006
HAWAII FREETIME	U.S.	3169919	11/7/2006
HAWAIIAN TEL	U.S.	3075941	4/4/2006
HAWAIIAN TELCOM	U.S.	3042973	1/10/2006
HAWAIIAN TELCOM	U.S.	3042974	1/10/2006
HAWAIIAN TELCOM	U.S.	3042975	1/10/2006
HAWAIIAN TELCOM	U.S.	3042976	1/10/2006
HAWAIIAN TELCOM	U.S.	3042977	1/10/2006
HAWAIIAN TELCOM	U.S.	3042978	1/10/2006
BUSINESS ALL-IN- ONE	State of Hawaii	4083473	4/30/2010
BUSINESS CHOICE	State of Hawaii	4066930	10/14/2008

Mark	Jurisdiction	Reg. No.	Reg. Date
SM (and design of five dots (bubbles) arranged in the shape of the Hawaiian Island chain, from lower right to upper left, the five dots decrease in size and graduate in color from blue to light green)	State of Hawaii	4052813	4/17/2007
LIFE'S FAST. BE FASTER.	State of Hawaii	4070102	2/10/2009
MYCHOICE	State of Hawaii	4047620	10/4/2006
PHONE BOOK RECYCLING and Design	State of Hawaii	4036417	9/7/2005
SAVERS UNITE and Design	State of Hawaii	4047621	10/4/2006
WE GO.	State of Hawaii	4080709	1/22/2010