

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.		01/03/2011	CORPORATION: HAWAII
Hawaiian Telcom Communications, Inc.		01/03/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	First Hawaiian Bank
Street Address:	999 Bishop Street
City:	Honolulu
State/Country:	HAWAII
Postal Code:	96813
Entity Type:	CORPORATION: HAWAII

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

900180321

TRADEMARK
 REEL: 004446 FRAME: 0131

Registration Number:

3042978

HAWAIIAN TELCOM

CORRESPONDENCE DATA

Fax Number: (312)862-2200

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

Phone: 312-862-6371

Email: renee.prescan@kirkland.com

Correspondent Name: Renee Prescan

Address Line 1: 300 North LaSalle Street

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:

23262-3 RMP

NAME OF SUBMITTER:

Renee M. Prescan

Signature:

/Renee M. Prescan/

Date:

01/04/2011

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT, dated as of January 3, 2011, among Hawaiian Telcom, Inc., a Hawaii corporation and Hawaiian Telcom Communications, Inc., a Delaware corporation (the "Grantors") and First Hawaiian Bank ("FHB"), as lender (the "Lender") (the "Agreement").

Reference is made to (a) the Revolving Line of Credit Agreement dated as of October 28, 2010 (as amended, restated, amended and restated, supplemented, increased, extended or otherwise modified from time to time (the "Revolving Line of Credit Agreement"), between HAWAIIAN TELCOM COMMUNICATIONS, INC., a Delaware corporation (the "Borrower") and FHB, in its capacity as lender, and (b) the Security Agreement dated as of January 3, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between the Grantors, HAWAIIAN TELCOM HOLDCO, INC., HAWAIIAN TELCOM SERVICES COMPANY, INC., HAWAIIAN TELCOM IP VIDEO INVESTMENT, LLC, HAWAIIAN TELCOM IP VIDEO RESEARCH, LLC, HAWAIIAN TELCOM IP SERVICE DELIVERY INVESTMENT, LLC, and HAWAIIAN TELCOM IP SERVICE DELIVERY RESEARCH, LLC, (each individually, a "Debtor" and, and collectively, the "Debtors"), and the Lender. Pursuant to the Revolving Line of Credit Agreement, the Borrower has requested the Lender to provide, and the Lender has agreed to provide, to the Borrower, the Revolving Facility in the principal amount of \$30,000,000.00, upon the terms and conditions set forth in the Revolving Line of Credit Agreement. The Grantor is an Affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Revolving Line of Credit Agreement and is 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 Lender, as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meaning specified in the Revolving Line of Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the payment in full of the revolving line of credit, the Grantors, pursuant to the Security Agreement, did and hereby do grant to the Lender, its permitted successors and assigns, 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 them or in which they now have 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 Lender herein is granted in furtherance, and not in limitation of, the security interest granted to the Lender pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security 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**

HAWAIIAN TELCOM COMMUNICATIONS, INC.

By: *Robert Reich*
Name: **ROBERT REICH**
Title: **SVP & Chief Financial Officer**

Approved as to form LEGAL DEPT. By <i>FUM</i> Date <i>2/10</i>
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FIRST HAWAIIAN BANK,
as Lender

By: _____
Name:
Title:

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


HAWAIIAN TELCOM, INC.

By: _____
Name:
Title:

HAWAIIAN TELCOM COMMUNICATIONS, INC.

By: _____
Name:
Title:

FIRST HAWAIIAN BANK,
as Lender

By:  _____
Name: **Jeffrey N. Higashi**
Title: **Senior Vice President**

SCHEDULE I

Trademarks

Mark	Jurisdiction	Reg. No.	Reg. Date
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