TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Spelling error of Assignor's name from HAWAIIAN TELECOM, INC to HAWAIIAN TELCOM, INC. previously recorded on Reel 003556 Frame 0494. Assignor(s) hereby confirms the Security Interest.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HAWAIIAN TELCOM, INC.		06/01/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	LEHMAN COMMERCIAL PAPER INC.
Street Address:	745 7TH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	78599918	HAWAI`I EVERYTIME
Serial Number:	78599910	HAWAI`I ANYWHERE
Serial Number:	78594567	HAWAII EVERYTIME
Serial Number:	78594558	HAWAII ANYWHERE
Registration Number:	3075941	HAWAIIAN TEL
Registration Number:	3042978	HAWAIIAN TELCOM
Registration Number:	3042977	HAWAIIAN TELCOM
Registration Number:	3042976	HAWAIIAN TELCOM

Registration Number:	3042975	HAWAIIAN TELCOM
Registration Number:	3042973	HAWAIIAN TELCOM
Registration Number:	3184731	CALL OHANA
Registration Number:	3175332	HAWAI'I FREETIME
Registration Number:	3184761	HAWAI'I EVERYWHERE
Registration Number:	3131406	HAWAI'I ANYTIME
Registration Number:	3169919	HAWAII FREETIME
Registration Number:	3169918	HAWAII EVERYWHERE
Registration Number:	3105374	HAWAII ANYTIME
Registration Number:	3042974	HAWAIIAN TELCOM

CORRESPONDENCE DATA

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-735-4559
Email: vindra.richter@weil.com
Correspondent Name: Vindra Richter c/o Weil et al
Address Line 1: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	99980.1/V.BRONDER/VR/2007
NAME OF SUBMITTER:	Vindra Richter
Signature:	/vindra richter/
Date:	11/04/2010

Total Attachments: 6
source=Lehman Security Interest)#page1.tif
source=Lehman Security Interest)#page2.tif
source=Lehman Security Interest)#page3.tif
source=Lehman Security Interest)#page4.tif
source=Lehman Security Interest)#page5.tif
source=Lehman Security Interest)#page6.tif

RECEIPT INFORMATION

ETAS ID: TM186375
Receipt Date: 11/04/2010

Fee Amount:	$465

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

06/07/2007
900078693

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hawaiian Telecom, Inc		06/01/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	Lehman Commercial Paper, Inc.
Street Address:	745 7th Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3075941	HAWAIIAN TEL
Registration Number:	3042978	HAWAIIAN TELCOM
Registration Number:	3042977	HAWAIIAN TELCOM
Registration Number:	3042976	HAWAIIAN TELCOM
Registration Number:	3042975	HAWAIIAN TELCOM
Registration Number:	3042974	HAWAIIAN TELCOM
Registration Number:	3042973	HAWAIIAN TELCOM
Registration Number:	3184731	CALL OHANA
Registration Number:	3175332	HAWAI'I FREETIME
Serial Number:	78599918	HAWAI'I EVERYTIME
Registration Number:	3184761	HAWAI'I EVERYWHERE
Serial Number:	78599910	HAWAI'I ANYWHERE
Registration Number:	3131406	HAWAI'I ANYTIME
Registration Number:	3169819	HAWAII FREETIME

CH $465.00 3075941

TO:WEIL,GOTSHAL & MANGES C/O BRANDON CHERRY COMPANY:767 5TH AVENUE

Serial Number:	78594567	HAWAII EVERYTIME
Registration Number:	3169918	HAWAII EVERYWHERE
Serial Number:	78594558	HAWAII ANYWHERE
Registration Number:	3105374	HAWAII ANYTIME

CORRESPONDENCE DATA

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: brandon.cherry@weil.com, phyllis.depaola@weil.com
Correspondent Name: Weil,Gotshal & Manges c/o Brandon Cherry
Address Line 1: 767 5th Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	73683.0947
NAME OF SUBMITTER:	Brandon Cherry
Signature:	/Brandon Cherry/
Date:	06/07/2007

Total Attachments: 8
source=Hawaiian Fully Executed Trademark Security Agreement (Hawaiian Telcom)#page1.tif
source=Hawaiian Fully Executed Trademark Security Agreement (Hawaiian Telcom)#page2.tif
source=Hawaiian Fully Executed Trademark Security Agreement (Hawaiian Telcom)#page3.tif
source=Hawaiian Fully Executed Trademark Security Agreement (Hawaiian Telcom)#page4.tif
source=Hawaiian Fully Executed Trademark Security Agreement (Hawaiian Telcom)#page5.tif
source=Hawaiian Fully Executed Trademark Security Agreement (Hawaiian Telcom)#page6.tif
source=Hawaiian Fully Executed Trademark Security Agreement (Hawaiian Telcom)#page7.tif
source=Hawaiian Fully Executed Trademark Security Agreement (Hawaiian Telcom)#page8.tif

EXECUTION COPY

TRADEMARK SECURITY AGREEMENT, dated as of June 1, 2007, between HAWAIIAN TELCOM, INC. (formerly known as Verizon Hawaii Inc.) (the "Company") and LEHMAN COMMERCIAL PAPER INC., as Collateral Agent (the "Collateral Agent").

Reference is made to (a) the Amended and Restated Credit Agreement dated as of June 1, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Hawaiian Telcom Holdco, Inc., Hawaiian Telcom Communications, Inc. (the "Borrower"), the Lenders party thereto, Lehman Commercial Paper Inc., as administrative agent and collateral agent, JPMorgan Chase Bank, N.A., as syndication agent and the other Agents party thereto, and (b) the Guarantee and Collateral Agreement dated as of June 1, 2007 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), between the Company, the other Grantors party thereto, and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to the extent such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Company is an Affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalization terms used in this Agreement and not otherwise defined herein have the meaning specified in the Collateral Agreement. The rules of construction specified 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 Company, pursuant to the Collateral Agreement, did and hereby does 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, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof (excluding intent-to-use applications), and all registration and recording applications filed in connection therewith,

including registration and registration applications in the United States Patent and Trademark Office (excluding intent-to-use applications) 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.

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 Company 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

_____

Name:
Title:

LEHMAN COMMERCIAL PAPER INC.,
AS COLLATERAL AGENT,

by

_____

Name:
Title:

SCHEDULE I

Trademarks

U.S. Trademark Registrations and Applications

U.S. Marks:

Mark	Owner of Record	Registration Number (Application Number)	Registration Date (Application Date)	Status
HAWAIIAN TEL	Hawaiian Telcom, Inc.	3,075,941 (78492581)	4/4/2006 (9/30/2004)	REGISTERED
HAWAIIAN TELCOM	Hawaiian Telcom, Inc.	3,042,978 (78492616)	1/10/2006 (9/30/2005)	REGISTERED
HAWAIIAN TELCOM	Hawaiian Telcom, Inc.	3,042,977 (78492613)	1/10/2006 (9/30/2005)	REGISTERED
HAWAIIAN TELCOM	Hawaiian Telcom, Inc.	3,042,976 (78492609)	1/10/2006 (9/30/2005)	REGISTERED
HAWAIIAN TELCOM	Hawaiian Telcom, Inc.	3,042,975 (78492607)	1/10/2006 (9/30/2005)	REGISTERED
HAWAIIAN TELCOM	Hawaiian Telcom, Inc.	3,042,974 (78492601)	1/10/2006 (9/30/2005)	REGISTERED

Mark	Owner of Record	Registration Number (Application Number)	Registration Date (Application Date)	Status
HAWAIIAN TELCOM	Hawaiian Telcom, Inc.	3,042,973 (78492599)	1/10/2006 (9/30/2005)	REGISTERED
CALL OHANA	Hawaiian Telcom Communications, Inc.	3,184,731 (78594546)	12/12/2006 (3/24/2005)	REGISTERED
Hawai`i Freetime	Hawaiian Telcom Communications, Inc.	3,175,332 (78599921)	11/21/2006 (4/1/2005)	REGISTERED
Hawai`i Everytime	Hawaiian Telcom Communications, Inc.	(78599918)	(4/1/2005)	
Hawai`i Everywhere	Hawaiian Telcom Communications, Inc.	3,184,761 (78599914)	12/12/2006 (4/1/2005)	REGISTERED
Hawai`i Anywhere	Hawaiian Telcom Communications, Inc.	(78599910)	(4/1/2005)	PENDING [Basis of application: 1(b)]
Hawai`i Anytime	Hawaiian Telcom Communications, Inc.	3,131,406 (78599907)	8/15/2006 (4/1/2005)	REGISTERED

Mark	Owner of Record	Registration Number (Application Number)	Registration Date (Application Date)	Status
Hawaii Freetime	Hawaiian Telcom Communications, Inc.	3,169,919 (78594573)	11/7/2006 (3/24/2005)	REGISTERED
Hawaii Everytime	Hawaiian Telcom Communications, Inc.	(78594567)	(3/24/2005)	PENDING [Basis of application: 1(b)]
Hawaii Everywhere	Hawaiian Telcom Communications, Inc.	3,169,918 (78594564)	11/7/2006 (3/24/2005)	REGISTERED
Hawaii Anywhere	Hawaiian Telcom Communications, Inc.	(78594558)	(3/24/2005)	PENDING [Basis of application: 1(b)]
Hawaii Anytime	Hawaiian Telcom Communications, Inc.	3,105,374 (78594552)	6/13/2006 (3/24/2005)	REGISTERED

Hawaiian Marks:

Mark	Owner of Record	Registration Number (Application Number)	Registration Date (Application Date)	Status
CROSS-CHECK	Verizon Hawaii Inc.	61 D1		ISSUED
ON – THE – MOVE – MESSAGE SERVICE	Verizon Hawaii Inc.	61 D1 (Doc. No. HI000078)		ISSUED