

TO: KIM WALKER C/O WILLKIE FARR & GALLAGHER COMPANY: 787 SEVENTH AVENUE

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
<i>Communications, Inc.</i>			
Name	Formerly	Execution Date	Entity Type
FairPoint Communications, Inc.		01/24/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	901 Main Street		
Internal Address:	68th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	National Association/ <i>United States</i>		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2409303	FAIR POINT COMMUNICATIONS	
Registration Number:	2409304	FAIRPOINT COMMUNICATIONS	
Registration Number:	2980053	FAIRPOINT	
Registration Number:	3151528	FAIRPOINT	
Serial Number:	77852149	VANTAGEPOINT	
Serial Number:	77857014	LOVE YOUR BUNDLE	
CORRESPONDENCE DATA			
Fax Number:	(212)728-8111		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(212) 728-8000		
Email:	fpdept@willkie.com		
Correspondent Name:	Kim Walker c/o Willkie Farr & Gallagher		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10022		

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ATTORNEY DOCKET NUMBER:	119462.00006
NAME OF SUBMITTER:	Kim A. Walker
Signature:	/kaw-907/
Date:	01/26/2011
Total Attachments: 5 source=FairPoint_ Trademark Security Agreement#page1.tif source=FairPoint_ Trademark Security Agreement#page2.tif source=FairPoint_ Trademark Security Agreement#page3.tif source=FairPoint_ Trademark Security Agreement#page4.tif source=FairPoint_ Trademark Security Agreement#page5.tif	

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EXECUTION VERSION

Trademark Security Agreement

Trademark Security Agreement, dated as of January 24, 2011, by FairPoint Communications, Inc. (the "Pledgor"), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

"Trademark Collateral" shall mean all (a) Trademarks of the Pledgor listed on Schedule I attached hereto; and (b) all Proceeds of any and all of the foregoing.

SECTION 2. Grant of First Lien Security Interest in Trademark Collateral. The Pledgor hereby mortgages, pledges and grants to the Administrative Agent for the benefit of the Secured Parties constituting First Lien Claimholders a lien on, and security interest in and to, all of its right, title and interest in, to and under all the Trademark Collateral of the Pledgor as security for the payment and performance in full of the Obligations constituting First Lien Obligations.

SECTION 3. Grant of Second Lien Security Interest in Copyright Collateral. The Pledgor hereby mortgages, pledges and grants to the Administrative Agent for the benefit of the Secured Parties constituting Second Lien Claimholders a lien on, and security interest in and to, all of its right, title and interest in, to and under all the Trademark Collateral of the Pledgor as security for the payment and performance in full of the Obligations constituting Second Lien Obligations.

SECTION 4. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interests in the Trademarks made and granted hereby are more fully set forth in the Security

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Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise reasonably determine.

SECTION 5. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor a written instrument in recordable form releasing the collateral pledges, grants, assignments, liens and security interests in the Trademarks under this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 7. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

FAIRPOINT COMMUNICATIONS, INC.

By: Ajay Sabherwal

Name: Ajay Sabherwal

Title: Executive Vice President
and Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TO: KIM WALKER C/O WILLKIE FARR & GALLAGHER COMPANY: 787 SEVENTH AVENUE

Accepted and Agreed to:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Christopher D. Post
Title: Vice President

[Signature Page to Trademark Security Agreement]

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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
FairPoint Communications, Inc.	2,409,303	FAIRPOINT COMMUNICATIONS (and design)
FairPoint Communications, Inc.	2,409,304	FAIRPOINT COMMUNICATIONS
FairPoint Communications, Inc.	2,980,053	FAIRPOINT
FairPoint Communications, Inc.	3,151,526	FAIRPOINT

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
FairPoint Communications, Inc.	77/852,149	VANTAGEPOINT
FairPoint Communications, Inc.	77/857,014	Love Your Bundle