

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
Hickory Tech Corporation		08/11/2011	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	CoBank ACB
Street Address:	5500 S. Quebec Street
City:	Greenwood Village
State/Country:	COLORADO
Postal Code:	80111
Entity Type:	Federally Chartered Bank: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3681110	SINGLELINK
Registration Number:	3529881	ENVENTIS
Registration Number:	2687059	HICKORYTECH
Registration Number:	2650146	HICKORYTECH
Registration Number:	2732661	
Registration Number:	2714191	
Registration Number:	2773888	SUITESOLUTION
Registration Number:	2776192	HICKORYTECH SUITESOLUTION

CORRESPONDENCE DATA

Fax Number: (404)853-8806
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-853-8012
 Email: julie.murphy@sutherland.com
 Correspondent Name: Sutherland Asbill & Brennan LLP
 Address Line 1: 999 Peachtree Street NE

900199681

**TRADEMARK
 REEL: 004604 FRAME: 0559**

CH \$215.00 3681110

Address Line 4: Atlanta, GEORGIA 30309-3996

ATTORNEY DOCKET NUMBER:	10801-0329
NAME OF SUBMITTER:	Elizabeth A. Lester
Signature:	/Elizabeth A. Lester/
Date:	08/15/2011

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“IP Security Agreement”) is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of COBANK, ACB, (“CoBank”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

RECITALS

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof, (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among HICKORY TECH CORPORATION, a Minnesota corporation (the “Borrower”), certain of its Subsidiaries and any Additional Grantor (such Subsidiaries and Additional Grantors, collectively, with the Borrower, the “Grantors”), the Lenders have agreed to make Extensions of Credit to the Borrower upon the terms and subject to the conditions set forth in the Credit Agreement and the Collateral Agreement.

WHEREAS, pursuant to the terms of a Guaranty Agreement, dated as of the date hereof, certain Subsidiaries of the Borrower who are parties hereto have guaranteed the payment and performance of the Guaranteed Obligations as defined in the Guaranty Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective Extensions of Credit to the Borrower under the Credit Agreement that the Grantors are required to execute and deliver this IP Security Agreement;

NOW, THEREFORE, for in consideration of the premises and to induce the Lenders, and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make extensions of credit to the Borrower thereunder, Borrower hereby grants to CoBank a security interest in all of its right, title and interest in and to the following property and rights, whether presently existing or hereafter arising or acquired (collectively, the “Collateral”):

(i) each of the Trademarks (as defined in the Collateral Agreement and as may be amended pursuant to the Collateral Agreement from time to time), and all of the goodwill of the business symbolized by each of the Trademarks, including those Trademarks listed on **Schedule A**;

(ii) each of the Copyrights (as defined in the Collateral Agreement and as may be amended pursuant to the Collateral Agreement from time to time), including those Copyrights listed on **Schedule B**;

(iii) each of the Patents (as defined in the Collateral Agreement and as may be amended pursuant to the Collateral Agreement from time to time), including those Patents listed on **Schedule C**;

(iv) any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and

(v) any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(vi) any and all amendments, renewals, extensions, reissuances and replacements of any of the Collateral; and

(vii) any and all products and proceeds of any of the foregoing.

Requested Recordation. Borrower authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this IP Security Agreement is submitted) to file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect CoBank's interest in the Collateral.

Assignment. Upon the occurrence and during the continuance of an Event of Default (as defined in the Collateral Agreement), Borrower shall execute and deliver to CoBank an absolute assignment transferring its entire right, title, and interest in and to the Collateral to CoBank.

Power of Attorney. Borrower hereby irrevocably grants CoBank a power of attorney, to act as Borrower's attorney-in-fact, with full authority in the name, place and stead of Borrower, from time to time in CoBank's discretion regardless of whether a Potential Default or Event of Default is occurring:

- To modify or amend (in CoBank's sole discretion and without first obtaining Borrower's approval of or signature thereto) Schedule A, Schedule B, and/or Schedule C hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Borrower after the execution hereof or to delete any reference to any Collateral in which Borrower no longer has or claims any right, title or interest; and
- To execute, file and pursue (in CoBank's sole discretion and without first obtaining Borrower's approval of or signature thereto, unless otherwise prohibited by applicable Law) any application, form or other document in order to perfect, maintain, continue or otherwise protect CoBank's interest or Borrower's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

- To execute any assignment or other document required to acknowledge, register or perfect CoBank's interest in any part of the Collateral without the signature of Borrower unless prohibited by applicable Law.
- Borrower also hereby irrevocably grants CoBank a power of attorney, to act as Borrower's attorney-in-fact, with full authority in the name, place and stead of Borrower, from time to time in CoBank's commercially reasonable discretion after the occurrence and during the continuance of an Event of Default, to take any other action and to execute any other instrument which CoBank may deem reasonably necessary or advisable to accomplish the purposes of the Security Agreement or this IP Security Agreement.

The foregoing power of attorney is coupled with an interest and is irrevocable.

Release. The security interest granted herein will terminate (and all rights to the Collateral will revert to Borrower) upon satisfaction of the following conditions: (a) payment and performance in full of all the obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Credit Agreement (and the commitment to make any Loan thereunder). Upon any such termination, CoBank will execute and deliver to Borrower (without any representation, warranty or recourse of any kind whatsoever) such documents as Borrower may reasonably request and provide to CoBank to evidence such termination.

Miscellaneous. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to CoBank under the Collateral Agreement. The rights and remedies of Borrower and CoBank with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Collateral Agreement and the Credit Agreement, all terms and provisions (including rules of construction) of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Collateral Agreement or the Credit Agreement, the provisions of the Collateral Agreement or Credit Agreement shall govern.

This Grant of Security Interest has been given in conjunction with the security interest granted to CoBank under the Collateral Agreement and the provisions of this grant are without prejudice to and in addition to the provisions of the Collateral Agreement, which are incorporated herein by this reference.

[Signature to follow on next page]

HICKORY TECH CORPORATION

By: David A. Christensen
Name: David A. Christensen
Title: Chief Financial Officer and Secretary

[Signature Page to Grant of Security Interest in Intellectual Property]

Schedule A

TRADEMARKS AND TRADEMARK APPLICATIONS

Mark or Name	Reg No. / Serial Number	Filing Date	Registration Date
SINGLELINK	Reg. No. 3681110 Serial No. 77518215	July 9, 2008	September 8, 2009
ENVENTIS	Reg. No. 3529881 Serial No. 77260721	August 21, 2007	November 11, 2008
HICKORYTECH	Reg No. 2687059 Serial No. 76055721	May 25, 2000	February 11, 2003
HICKORYTECH & Design	Reg No. 2650146 Serial No. 76055722	May 25, 2000	November 12, 2002
Stonehenge Design	Reg No. 2732661 Serial No.: 76103929	August 4, 2000	July 1, 2003
Stonehenge Design	Reg No. 2714191 Serial No. 76171179	November 27, 2000	May 6, 2003
SUITESOLUTION	Reg No. 2773888 Serial No. 76172069	November 28, 2000	October 14, 2003
HICKORYTECH SUITESOLUTION	Reg No. 2776192 Serial No. 76172267	November 28, 2000	October 21, 2003

Schedule B

COPYRIGHTS AND COPYRIGHT REGISTRATIONS

Title	Copyright No.	Date
Amboy, MN, Beauford, Butternut & others telephone directory, July 2004-June 2005.	TX0006023088	2004
Hickory Tech, telephone directory, July 2002-June 2003.	TX0005698021	2002
Mankato, MN 2008-2009 Companion Telephone Directory.	TX0007220928	2008
Mankato, MN Companion Directory July 2009 105560.	TX0006988648	2009
Mankato, MN Directory - Hickory Tech 038454 July 2010.	TX0007220743	2010
Mankato, MN Full Directory July 2009 038454.	TX0007001549	2009
Mankato, MN July 2005-Jun 2006 telephone directory.	TX0006191052	2005
Mankato, MN, Telephone Directory, 2008-2009 (105560)	TX0007211274	2008
Mankato, MN, telephone directory, July 2006-June 2007.	TX0006414979	2006
Mankato, MN, telephone directory, July 2007-June 2008.	TX0006601732	2007
Phone Book, July 2003-June 2004.	TX0005816123	2003

Schedule C

PATENTS AND PATENT APPLICATIONS

None.