# 268705

# CH \$165.00

#### TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
	FORMERLY Wachovia Bank, National Association	08/11/2011	National Association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	Hickory Tech Corporation	
Street Address:	221 East Hickory Street	
City:	Mankato	
State/Country:	MINNESOTA	
Postal Code:	56001	
Entity Type:	CORPORATION: MINNESOTA	

#### PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark	
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 Phone: 404.853.8012

Email: julie.murphy@sutherland.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Sutherland Asbill & Brennan LLP

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REEL: 004657 FRAME: 0694

ATTORNEY DOCKET NUMBER:	10801-0329
NAME OF SUBMITTER:	Elizabeth A. Lester
Signature:	/Elizabeth A. Lester/
Date:	11/07/2011
Total Attachments: 5 source=Hickory Tech Release#page1.tif source=Hickory Tech Release#page2.tif source=Hickory Tech Release#page3.tif source=Hickory Tech Release#page4.tif source=Hickory Tech Release#page5.tif	

TRADEMARK REEL: 004657 FRAME: 0695

# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE dated as of August 11, 2011, from Wells Fargo Bank, National Association (as successor by merger to Wachovia Bank, National Association), as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), with a business address at 90 South Seventh Street, N9305-051, Minneapolis, MN 55402, to Hickory Tech Corporation, a Minnesota corporation (the "Company"), with a business address at 221 East Hickory Street, Mankato, Minnesota 56001.

#### WITNESSETH:

WHEREAS, pursuant to the Collateral Agreement among the Company and certain of its subsidiaries named therein dated as of December 30, 2005 (the "Collateral Agreement"), in favor of the Agent, for the ratable benefit of the Lenders, a security interest (the "Security Interest") was granted by the Company to the Lenders in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of December 27, 2005, between the Company and the Agent (the "Trademark Security Agreement"), the Company, by reference to the Collateral Agreement, reaffirmed its grant of a Security Interest to the Agent, for the ratable benefit of the Lenders, specifically in certain Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on January 12, 2006, at Reel 003225 and Frame 0608; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby agrees and acknowledges as follows:

1. <u>Definitions</u>. The term "Trademark Collateral" as used herein, shall mean all of the Company's right, title and interest in, to and under the following: (i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Company, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A attached hereto; (ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B attached hereto; (iii) all claims by the Company against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration described on Schedule A attached hereto or under any Trademark License described on Schedule B attached hereto; (b) injury to the goodwill associated with any Trademark,

TRADEMARK REEL: 004657 FRAME: 0696 Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and (iv) all products and proceeds of the foregoing. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

- 2. <u>Release of Security Interest</u>. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and be void.
- 3. <u>Further Assurances</u>. Upon request by the Company and at the Company's cost and expense, the Agent hereby agrees to duly execute, acknowledge and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination and release of the Security Interest contemplated hereby.

[Signatures on next page]

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent

By: Acidi H. Samuels
Name: Heidi H. Samuels

Title: Director

STATE OF MiNNESOTA )
COUNTY OF HENNERN

The foregoing instrument was acknowledged before me this 10 day of August, 2011, by 14 Samuels , the Director of Wells Fargo Bank, National Association, on behalf of the company.

Notary Public

My commission expires:

1/31/2015

JENELL F. NALLICK
Notary Public
Minnesota
My Commission Expires January 31, 2015

# Schedule A

# U.S. Trademarks

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

# **Trademark Licenses**

None.

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RECORDED: 11/08/2011

TRADEMARK REEL: 004657 FRAME: 0700