

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.		02/29/2012	CORPORATION: HAWAII
HAWAIIAN TELCOM COMMUNICATIONS, INC.		02/29/2012	CORPORATION: DELAWARE
HAWAIIAN TELCOM SERVICES COMPANY, INC.		02/29/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
Street Address:	ELEVEN MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	SWISS BANK: SWITZERLAND

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

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Registration Number:	3042976	HAWAIIAN TELCOM
Registration Number:	3042977	HAWAIIAN TELCOM
Registration Number:	3042978	HAWAIIAN TELCOM

CORRESPONDENCE DATA

Fax Number: (650)838-5109

Phone: 650-838-3743

Email: JLIK@SHEARMAN.COM

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

Correspondent Name: ZHENG BAO

Address Line 1: 3000 EL CAMINO REAL, 6TH FLOOR

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: PALO ALTO, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	35610-12860
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NAME OF SUBMITTER:	/ZHENG BAO/
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Signature:	/ZHENG BAO/
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Date:	02/29/2012
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT, dated as of February 29, 2012, between Hawaiian Telcom, Inc., a Hawaii corporation, Hawaiian Telcom Communications, Inc., a Delaware corporation and Hawaiian Telcom Services Company, Inc., a Delaware corporation (the "Grantors") and Credit Suisse AG, Cayman Islands Branch ("Credit Suisse"), as collateral agent (the "Collateral Agent") (the "Agreement").

Reference is made to (a) the Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented, increased, extended or otherwise modified from time to time, the "Credit Agreement") among Hawaiian Telcom Holdco, Inc., a Delaware corporation ("Holdings"), Hawaiian Telcom Communications, Inc., a Delaware corporation (the "Borrower"), the Lenders parties thereto, and Credit Suisse, in its capacity as administrative agent and collateral agent, and (b) the Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), between Holdings, Borrower and the Subsidiaries of Borrower (as defined therein) party thereto, and the Collateral Agent. The Borrower has requested the Lenders to extend credit in the form of Term Loans. The Grantors 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 for the ratable benefit of the Secured Parties 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 ratable benefit of the Secured Parties, as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meaning specified in the Credit Agreement and the Collateral Agreement. The rules of construction specified or incorporated by reference in Section 1.02 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment in full of the Obligations, the Grantors, pursuant to the Collateral Agreement, did and hereby do grant to the Collateral Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a lien on and 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, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith (provided that no

security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability or result in the voiding of such intent-to-use trademark applications under applicable federal law), including those registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

- (b) all goodwill associated therewith or symbolized thereby;
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill; and
- (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 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 Grantors hereby acknowledge and affirm 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 Robert Resch
Name: Robert Resch
Title: SVP-CFO

HAWAIIAN TELCOM COMMUNICATIONS, INC.,

by Robert Resch
Name: Robert Resch
Title: SVP-CFO

HAWAIIAN TELCOM SERVICES COMPANY, INC.,

by Robert Resch
Name: Robert Resch
Title: SVP-CFO

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT,

by _____
Name:
Title:

by _____
Name:
Title:

Trademark IPSA

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:

HAWAIIAN TELCOM SERVICES
COMPANY, INC.,

by

Name:

Title:

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, AS COLLATERAL AGENT,

by

_____ 

Name: JUDITH E. SMITH

Title: MANAGING DIRECTOR

by

_____ 

Name:

Tyler R. Smith

Title:

Associate

Trademark IPSA

TRADEMARK

REEL: 004727 FRAME: 0102

SCHEDULE I

Trademarks

Mark	Jurisdiction	Reg. No.	Reg. Date	Owner
CALL OHANA	U.S.	3184731	12/12/2006	Hawaiian Telcom Communications, Inc.
HAWAII ANYTIME	U.S.	3131406	8/15/2006	Hawaiian Telcom Communications, Inc.
HAWAII EVERYWHERE	U.S.	3184761	12/12/2006	Hawaiian Telcom Communications, Inc.
HAWAII FREETIME	U.S.	3175332	11/21/2006	Hawaiian Telcom Communications, Inc.
HAWAII ANYTIME	U.S.	3105374	6/13/2006	Hawaiian Telcom Communications, Inc.
HAWAII EVERYWHERE	U.S.	3169918	11/7/2006	Hawaiian Telcom Communications, Inc.
HAWAII FREETIME	U.S.	3169919	11/7/2006	Hawaiian Telcom Communications, Inc.
HAWAIIAN TEL	U.S.	3075941	4/4/2006	Hawaiian Telcom, Inc.
HAWAIIAN TELCOM	U.S.	3042973	1/10/2006	Hawaiian Telcom, Inc.
HAWAIIAN TELCOM	U.S.	3042974	1/10/2006	Hawaiian Telcom, Inc.
HAWAIIAN TELCOM	U.S.	3042975	1/10/2006	Hawaiian Telcom, Inc.
HAWAIIAN TELCOM	U.S.	3042976	1/10/2006	Hawaiian Telcom, Inc.
HAWAIIAN TELCOM	U.S.	3042977	1/10/2006	Hawaiian Telcom, Inc.
HAWAIIAN TELCOM	U.S.	3042978	1/10/2006	Hawaiian Telcom, Inc.
BUSINESS ALL-IN-ONE	State of Hawaii	4083473	4/30/2010	Hawaiian Telcom Communications, Inc.
ALWAYS ON	State of Hawaii	4089312	11/8/10	Hawaiian Telcom Communications, Inc.
BUSINESS CHOICE	State of Hawaii	4066930	10/14/2008	Hawaiian Telcom Services Company, Inc.

Mark	Jurisdiction	Reg. No.	Reg. Date	Owner
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	Hawaiian Telcom Communications, Inc.
LIFE'S FAST. BE FASTER.	State of Hawaii	4070102	2/10/2009	Hawaiian Telcom Communications, Inc.
MYCHOICE	State of Hawaii	4047620	10/4/2006	Hawaiian Telcom Communications, Inc.
PHONE BOOK RECYCLING and Design	State of Hawaii	4036417	9/7/2005	Hawaiian Telcom, Inc.
WE GO.	State of Hawaii	4080709	1/22/2010	Hawaiian Telcom Communications, Inc.
HAWAIIAN TELCOM LONG DISTANCE	State of Hawaii	4086637	8/11/2010	Hawaiian Telcom Services Company, Inc.
HAWAIIAN TELCOM ONLINE	State of Hawaii	4086660	8/11/2010	Hawaiian Telcom Services Company, Inc.
HAWAIIAN TELCOM YELLOW PAGES	State of Hawaii	4086612	8/10/2010	Hawaiian Telcom Services Company, Inc.