

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SureWest Communications		08/03/2012	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Bank, National Association, as Administrative Agent
<b>Street Address:</b>	1525 West W.T. Harris Blvd.
<b>Internal Address:</b>	MAC D1109-019
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28262
<b>Entity Type:</b>	a national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	2863533	SUREWEST COMMUNICATIONS
Registration Number:	2845396	SUREWEST FOUNDATION
Registration Number:	2845389	SUREWEST COMMUNICATIONS
Registration Number:	3068522	SUREWEST DIRECTORIES
Registration Number:	2854253	SUREWEST LONG DISTANCE
Registration Number:	2814102	ETHERMAN
Registration Number:	2573581	
Registration Number:	3965051	SUREWEST
Registration Number:	4002290	SUREWEST
Registration Number:	3965061	SUREWEST DIRECTORIES
Registration Number:	3097851	ROSEVILLE TELEPHONE MUSEUM

**CORRESPONDENCE DATA**

Fax Number:	7043738822	<b>TRADEMARK</b>
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OP \$290.00 2863533

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

Phone: (704) 373-4640  
Email: bsmith@mcguirewoods.com  
Correspondent Name: Betty G. Smith, Senior Paralegal  
Address Line 1: McGuireWoods LLP, 201 N. Tryon St.  
Address Line 2: Suite 3000  
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	2029724-484
NAME OF SUBMITTER:	Betty G. Smith
Signature:	/Betty G. Smith/
Date:	08/03/2012

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of August 3, 2012 by and between SUREWEST COMMUNICATIONS, a California corporation (the "Grantor"), having its chief executive office at 8150 Industrial Avenue, Building A, Roseville, CA 95678 and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 1525 West W.T. Harris Blvd., MAC D1109-019, Charlotte, NC 28262 for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Amended and Restated Credit Agreement, dated as of June 8, 2011 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and between Consolidated Communications, Inc., as the Borrower (the "Borrower"), Consolidated Communications Holdings, Inc., as Holdings ("Holdings"), the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Collateral Agreement dated as of December 31, 2007 by and among Holdings, the Borrower and certain of the Subsidiaries of Holdings party thereto, including the Grantor, and the Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(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 Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;

(ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;

(iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and

(iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event

that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

**SUREWEST COMMUNICATIONS,**  
as Grantor

By: Steven L. Childers  
Name: STEVEN L. CHILDERS  
Title: SVP/CEO

ACKNOWLEDGMENT

STATE OF Illinois  
COUNTY OF Coles

I, Mary Jo Frank Notary Public for said County and State, do hereby certify that Steven L. Childers, personally appeared before me this day and stated that s/he is SVP/CEO of SureWest Communications, and I acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 2<sup>nd</sup> day of August, 2012.

Mary Jo Frank  
Notary Public

My commission expires:

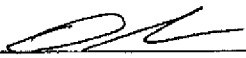
July 9, 2014



[Signature Pages Continue]

Agreed and Accepted as of the  
3rd day of August, 2012.

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
as Administrative Agent

By:   
Name: Daniel R. Van Alen  
Title: Director

Schedule A to Trademark Security Agreement

TRADEMARKS

Loan Party	Mark or Name	Reg. No.	Serial No.	Country	Issue or File Date
SureWest Communications	SureWest Communications	2863533	78046044	USA	7/13/2004
SureWest Communications	SureWest Foundation	2845396	76229662	USA	5/25/2004
SureWest Communications	SureWest Communications	2845389	76222693	USA	5/25/2004
SureWest Communications	SureWest Directories	3068522	76203889	USA	3/14/2006
SureWest Communications	SureWest Long Distance	2854253	76203890	USA	6/15/2004
SureWest Communications	Etherman	2814102	78113748	USA	2/10/2004
SureWest Communications	Sound Mark of 3 Notes	2573581	76302753	USA	5/28/2002
SureWest Communications	SureWest	3965051	85098479	USA	5/24/2011
SureWest Communications	SureWest	4002290	85199982	USA	7/26/2011
SureWest Communications	SureWest Directories	3965061	85100353	USA	5/24/2011
SureWest Communications	Roseville Telephone Museum	3097851	78632517	USA	5/30/2006

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None