

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SureWest Telephone		08/03/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	1525 West W.T. Harris Blvd.		
Internal Address:	MAC D1109-019		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2142149	ROSEVILLE TELEPHONE COMPANY	
CORRESPONDENCE DATA			
Fax Number:	7043738822		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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:	2029724-0484		
NAME OF SUBMITTER:	Betty G. Smith		
Signature:	/Betty G. Smith/		

OP \$40.00 2142149

Date:

08/06/2012

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 TELEPHONE, 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 TELEPHONE,
as Grantor

By: Steven L Childers
Name: Steven L. Childers
Title: Senior Vice President & Chief Financial Officer

ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COLES

I, Mary Jo Frank a 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 Telephone, and I acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 3rd day of August, 2012.

Mary Jo Frank
Notary Public

My commission expires:


July 9, 2012



[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 Telephone	Roseville Telephone Company	2142149	75184626	USA	3/10/1998

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None