

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		02/14/2013	NATIONAL ASSOCIATION: UNITED STATES

**RECEIVING PARTY DATA**

Name:	FAIRPOINT COMMUNICATIONS, INC.
Street Address:	521 EAST MOREHEAD ST., SUITE 50
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2409303	FAIR POINT COMMUNICATIONS
Registration Number:	2409304	FAIRPOINT COMMUNICATIONS
Registration Number:	2980053	FAIRPOINT
Registration Number:	3151526	FAIRPOINT
Serial Number:	77852149	VANTAGEPOINT
Serial Number:	77857014	LOVE YOUR BUNDLE

**CORRESPONDENCE DATA**

Fax Number: 6508385109  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

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ATTORNEY DOCKET NUMBER:	35613/53
NAME OF SUBMITTER:	ALYKHAN KURJI
Signature:	/ALYKHAN KURJI/
Date:	02/14/2013

Total Attachments: 4  
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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release"), is granted and conveyed as of this 14<sup>th</sup> day of February, 2013, by Bank of America, N.A., as administrative agent (the "Agent"), in favor of FairPoint Communications, Inc. (the "Obligor").

### WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement, dated as of January 24, 2011, (the "Security Agreement"), the Obligor granted to the Agent, for the benefit of the Secured Parties constituting First Lien Claimholders and Second Lien Claimholders, security interests in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, in connection with the Security Agreement, the Obligor executed that certain Trademark Security Agreement, dated as of January 24, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), under which the Obligor mortgaged, pledged and granted to the Agent a lien on, and security interest in and to, all of its right, title and interest in, to and under all the Trademark Collateral (together with the security interests granted pursuant to the Security Agreement, the "Security Interests"), for recording with the United States Patent and Trademark Office and any other appropriate governmental authorities;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on February 4, 2011 at Reel 4469/Frame 0839;

WHEREAS, the Obligor has requested that the Agent: (a) terminate and release all liens and interests of the Agent in the Trademark Collateral and (b) execute and deliver evidence of such termination and release for filing in the United States Patent and Trademark Office; and

WHEREAS, the Obligor has satisfied and fulfilled all of its obligations to release the Agent's Security Interests in the Trademark Collateral, and the parties seek to make record of the Agent's release to the Obligor of any and all of its Security Interests in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Trademark Security Agreement. The term "Trademark Collateral," as used herein, shall mean all (a) Trademarks of the Obligor listed on Schedule I attached hereto; and (b) all Proceeds of any and all of the foregoing.

2. Release of Security Interests. The Agent hereby terminates, discharges and releases to the Obligor the Security Interests in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver, at the sole expense of the Obligor or its successors and assigns, any further documents and to do such other acts as may be reasonably necessary to effect the termination, release, discharge or reassignment to the Obligor of the Security Interests contemplated hereby.

4. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BANK OF AMERICA N.A.,  
as Administrative Agent

By:   
Name: \_\_\_\_\_  
Title: **Edna Aguilar Mitchell**  
**Director**

[Signature Page to Release of Security Interest in Trademarks]

**SCHEDULE I**  
**TRADEMARKS**

**A. Trademarks**

<b>Obligor</b>	<b>Trademark</b>	<b>Registration No.</b>
FairPoint Communications, Inc.	FAIRPOINT COMMUNICATIONS (and design)	2,409,303
FairPoint Communications, Inc.	FAIRPOINT COMMUNICATIONS	2,409,304
FairPoint Communications, Inc.	FAIRPOINT	2,980,053
FairPoint Communications, Inc.	FAIRPOINT	3,151,526

**B. Trademark Applications**

<b>Obligor</b>	<b>Title</b>	<b>Serial No.</b>
FairPoint Communications, Inc.	VANTAGEPOINT	77/852,149
FairPoint Communications, Inc.	LOVE YOUR BUNDLE	77/857,014