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
FAIRPOINT COMMUNICATIONS, INC.		02/14/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MORGAN STANLEY SENIOR FUNDING, INC.
Street Address:	1585 BROADWAY
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2409303	FAIR POINT COMMUNICATIONS
Registration Number:	2409304	FAIRPOINT COMMUNICATIONS
Registration Number:	2980053	FAIRPOINT
Registration Number:	3151526	FAIRPOINT

CH $115.00 2409303

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.

Phone: 650-838-3743
Email: jlik@shearman.com
Correspondent Name: Alykhan Kurji
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	35613/53

NAME OF SUBMITTER:	ALYKHAN KURJI
Signature:	/ALYKHAN KURJI/
Date:	02/14/2013

Total Attachments: 5
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Trademark Security Agreement

Trademark Security Agreement, dated as of February 14, 2013, by FAIRPOINT COMMUNICATIONS, INC., a Delaware corporation with offices located at 521 East Morehead St., Suite 50, Charlotte, NC 28202 (the "Grantor") in favor of U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent (in such capacity, together with any successors and assigns in such capacity, the "Collateral Agent") for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, the Grantor is party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

> "Trademark Collateral" shall mean (a) (i) all of the trademarks, service marks, trade names, "doing business as" names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordations thereof, and all applications filed in connection therewith, in each case, listed on Schedule I to this Agreement, all extensions or renewals thereof (collectively, "Trademarks"), (ii) all goodwill connected with the use thereof and symbolized thereby, and (iii) all rights to sue and collect damages for past, present or future infringements thereof; and (b) all Proceeds and products of any and all of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to such Grantor from time to time with respect to any of the foregoing.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment and performance in full of the Obligations, the Grantor hereby mortgages, pledges and hypothecates to the Collateral Agent, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the Trademark Collateral of the Grantor, wherever located, whether now existing or hereafter arising or acquired from time to time.

SECTION 3. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interests

in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise reasonably determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor a written instrument in recordable form releasing the collateral pledges, grants, liens and security interests in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart thereof.

SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 7. Intercreditor Agreement. Notwithstanding any provision to the contrary contained herein, all terms and provisions of this Trademark Security Agreement are subject to the terms of the Intercreditor Agreement. In the event of any conflict between the terms of this Trademark Security Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall govern.

[signature page follows]

TRADEMARK
REEL: 004965 FRAME: 0470

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

FAIRPOINT COMMUNICATIONS, INC.

By: _____
Name: Ajay Sabherwal
Title: Executive Vice President and Chief Financial Officer

[Signature Page to Notes Trademark Security Agreement]

Accepted and Agreed to:

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
Name: Maryanne Dufresne
Title: Vice President

[Signature Page to Notes Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
FairPoint Communications, Inc.	2,409,303	FAIRPOINT COMMUNICATIONS (and design)
FairPoint Communications, Inc.	2,409,304	FAIRPOINT COMMUNICATIONS
FairPoint Communications, Inc.	2,980,053	FAIRPOINT
FairPoint Communications, Inc.	3,151,526	FAIRPOINT

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK

None.