

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A., as Collateral Agent		06/26/2013	Bank: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Hargray Communications Group Inc.
Street Address:	856 William Hilton Parkway
City:	Hilton Head Island
State/Country:	SOUTH CAROLINA
Postal Code:	29928
Entity Type:	CORPORATION: SOUTH CAROLINA

Name:	Hargray Holdings Corporation
Street Address:	856 William Hilton Parkway
City:	Hilton Head Island
State/Country:	SOUTH CAROLINA
Postal Code:	29928
Entity Type:	CORPORATION: SOUTH CAROLINA

Name:	Low Country Carriers
Street Address:	856 William Hilton Parkway
City:	Hilton Head Island
State/Country:	SOUTH CAROLINA
Postal Code:	29928
Entity Type:	CORPORATION: SOUTH CAROLINA

Name:	DPC Acquisition LLC
Street Address:	856 William Hilton Parkway
City:	Hilton Head Island
State/Country:	SOUTH CAROLINA

OP \$240.00 2498046

Postal Code:	29928
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2498046	H
Registration Number:	2231522	H
Registration Number:	2149553	HARGRAY
Serial Number:	76677200	THE PHRASE "SPLIT SECOND WIRELESS"
Serial Number:	76677201	THE PHRASE "H-POD"
Registration Number:	2050170	VIP WATS
Registration Number:	2280362	THE GREAT EIGHT
Registration Number:	2478759	THE SMARTRATE
Registration Number:	2752377	DP

CORRESPONDENCE DATA

Fax Number: 8004947512
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 2023704761
 Email: tfahey@nationalcorp.com
 Correspondent Name: Thomas Fahey
 Address Line 1: 1025 Vermont Avenue NW, Suite 1130
 Address Line 2: National Corporate Research, Ltd.
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Katherine Stewart
Signature:	/Katherine Stewart/
Date:	06/26/2013

Total Attachments: 5
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**TERMINATION AND RELEASE OF FIRST LIEN INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

June 26, 2013

This **TERMINATION AND RELEASE OF FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of June 26, 2013 (“Release”), is made by **BANK OF AMERICA, N.A.**, as Collateral Agent (“Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) in favor of the Grantors (as defined in the Intellectual Property Security Agreement referred to below).

WHEREAS, Hargray Communications Group Inc., as assignee of Hargray Acquisition Co. (“**Hargray**”), DPC Acquisition LLC, a Delaware limited liability company (“**DPC**”), HCP Acquisition LLC, a Delaware limited liability company (“**HCP**”, and together with Hargray and DPC, the “**Borrowers**”), and Hargray Holdings LLC, a Delaware limited liability company (“**Holdings**”), entered into a First Lien Credit Agreement dated as of June 29, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with Bank of America, as Administrative Agent and as Collateral Agent, and the Lenders party thereto.

WHEREAS, as a condition precedent to the making of Loans and the issuance of Letters of Credit by the Lenders under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor executed and delivered that certain First Lien Security Agreement dated June 29, 2007 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered to the Collateral Agent, for the ratable benefit of the holders of the Secured Obligations, the First Lien Intellectual Property Security Agreement dated as of June 29, 2007 and recorded at (i) the United States Patent and Trademark Office (“USPTO”) on October 1, 2007 at Reel 3631 Frame 0613 and (ii) the United States Copyright Office (“USCO”) on October 10, 2007 at Volume 3558 Doc. No. 115 (the “Intellectual Property Security Agreement”).

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, the Collateral Agent, on behalf of the holders of the Secured Obligations, agrees as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Credit Agreement, Security Agreement or Intellectual Property Security Agreement, as applicable.

SECTION 2. Termination and Release. The Collateral Agent, on behalf of the holders of the Secured Obligations, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under the Collateral (as defined in the Intellectual Property Security Agreement), including, but not limited to, the foregoing listed on Schedule A and Schedule B attached hereto, granted pursuant to the Intellectual Property Security Agreement and assigns, transfers, conveys and delivers such right, title or interest to the Grantors;

(b) agrees to take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors to more fully and effectively effectuate the purposes of this Release, in each case at the Grantors' sole expense; and

(c) acknowledges and affirms that upon execution hereof, it shall have no rights and remedies with respect to the Collateral (as defined in the Intellectual Property Security Agreement) or any other property related thereto.

SECTION 3. Recordation of Release. The Collateral Agent hereby authorizes the recordation of this Release with the USPTO and USCO at the Grantors' expense.

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

IN WITNESS WHEREOF, the Collateral Agent, on behalf of the holders of the Secured Obligations, has caused this Release to be duly executed as of the date first set forth above.

Collateral Agent:

BANK OF AMERICA, N.A., as Collateral Agent

By: 

Name: Kimberly D. Williams

Title: Vice President

{Signature Page to First Lien IP Release}

**SCHEDULE A TO TERMINATION AND RELEASE OF FIRST LIEN INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

Trademarks

Entity	Reg. No.	Reg. Date	Ser. No.	Filed	Status	Jurisdiction
Hargray Holdings Corporation	2,498,046	October 16, 2001	76-081,023	June 29, 2000	Registered	United States
Hargray Holdings Corporation	2,231,522	March 16, 1999	75-314,836	June 26, 1997	Registered	United States
Hargray Holdings Corporation	2,149,553	April 7, 1998	75-314,837	June 26, 1997	Registered	United States
Hargray Communications Group, Inc.	N/A	N/A	Unknown	July 14, 2006	Registered	South Carolina
Hargray Communications Group, Inc.	N/A	N/A	Unknown	July 14, 2006	Registered	South Carolina
Hargray Communications Group, Inc.	N/A	N/A	76-677200		Pending	United States
Hargray Communications Group, Inc.	N/A	N/A	76-677201		Pending	United States
Low Country Carriers	2,050,170	April 8, 1997	N/A	N/A	Registered	United States
Low Country Carriers	2,280,362	September 28, 1999	75-314,833	June 26, 1997	Registered	United States
Low Country Carriers	2,478,759	August 21, 2001	75-314,834	June 26, 1997	Registered	United States
Hargray Telephone Company, Inc.	N/A	N/A	Unknown	April 30, 1990	Unknown (Registered to Hargray Telephone Company, Inc.; was to expire on April 30, 2000.)	South Carolina
DPC Acquisition LLC	2,752,377	August 19, 2003	76-433,592	July 22, 2002	Registered	United States

**SCHEDULE B TO TERMINATION AND RELEASE OF FIRST LIEN INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

Copyrights

Jurisdiction	Title	Registration No.	Registration Date	Record Owner	Status
United States	Wilkes County, NC, telephone directory, 1994-1995	TX4066604	3/20/1995	DPC Acquisition LLC	Registered
United States	Shallotte, NC telephone directory, June 1994	TX4000594	3/20/1995	DPC Acquisition LLC	Registered