

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HARGRAY HOLDINGS LLC		06/26/2013	LIMITED LIABILITY COMPANY: DELAWARE
Hargray Communications Group, Inc.		06/26/2013	CORPORATION: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	ROYAL BANK OF CANADA, as collateral agent		
Street Address:	75 Fifth St. NW		
Internal Address:	Suite 900		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Bank: GEORGIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2231522	H	
Registration Number:	2149553	HARGRAY	
Registration Number:	3479653	ONE COMPANY- CONNECTING YOUR WORLD	
Registration Number:	3667489	MYHARGRAY CONNECTIONS	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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.		

OP \$1115.00 2231522

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Katherine Stewart
--------------------	-------------------

Signature:	/Katherine Stewart/
------------	---------------------

Date:	06/26/2013
-------	------------

Total Attachments: 5

source=filing.IP.Security.Agreement#page2.tif

source=filing.IP.Security.Agreement#page3.tif

source=filing.IP.Security.Agreement#page4.tif

source=filing.IP.Security.Agreement#page5.tif

source=filing.IP.Security.Agreement#page6.tif

**INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated June 26, 2013, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of ROYAL BANK OF CANADA, as collateral agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, HARGRAY HOLDINGS LLC (“**Holdings**”), a Delaware limited liability company, HARGRAY COMMUNICATIONS GROUP, INC., a South Carolina corporation (“**Hargray**”), HCP Acquisition LLC, a Delaware limited liability company (“**HCP**” and together with Hargray, the “**Borrowers**”), have entered into a Credit Agreement dated as of June 26, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with ROYAL BANK OF CANADA, 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 and L/C Issuers 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 has executed and delivered that certain Security Agreement dated June 26, 2013 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”). Terms used but not otherwise defined herein shall have the meaning assigned to such term in the Credit Agreement or Security Agreement, as applicable.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

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

SECTION 1. *Grant of Security.* Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “**Collateral**”):

(i) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability

of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “**Trademarks**”);

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. *Security for Obligations.* The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. *Recordation.* Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

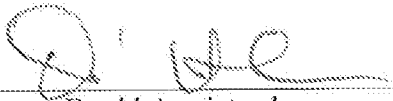
SECTION 4. *Execution in Counterparts.* This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. *Grants, Rights and Remedies.* This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are subject to, and more fully set forth in the terms and conditions of the Security Agreement.

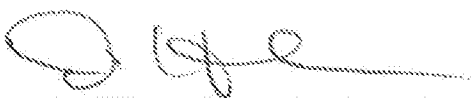
SECTION 6. *Governing Law.* This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

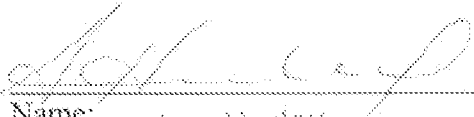
HARGRAY HOLDINGS LLC

By: 
Name: David Armistead
Title: General Counsel and Secretary

HARGRAY COMMUNICATIONS
GROUP, INC.

By: 
Name: David Armistead
Title: General Counsel and Secretary

ROYAL BANK OF CANADA,
as Collateral Agent

By: 
Name: Ann Hurley
Title: Manager, Agency

Schedule A

Trademarks

Entity	Reg. No.	Reg. Date	Ser. No.	Filing Date	Status	Jurisdiction
Hargray Holdings LLC	2,231,522	March 16, 1999	75-314,836	June 26, 1997	Registered	United States
Hargray Communications Group	2,149,553	April 7, 1998	75-314,837	June 26, 1997	Registered	United States
Hargray Communications Group	3,479,653	August 5, 2008	77-323,611	November 7, 2007	Registered	United States
Hargray Communications Group	3,667,489	August 11, 2009	77-448,891	April 15, 2008	Registered	United States