

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM324090

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Enventis Corporation	FORMERLY HickoryTech Corporation	11/14/2014	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as Administrative Agent		
<b>Street Address:</b>	1525 West W.T. Harris Blvd.		
<b>Internal Address:</b>	MAC D1109-019		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28262		
<b>Entity Type:</b>	a national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2687059	HICKORYTECH	
<b>Registration Number:</b>	2650146	HICKORYTECH	
<b>Registration Number:</b>	2773888	SUITESOLUTION	
<b>Registration Number:</b>	2776192	HICKORYTECH SUITESOLUTION	
<b>Registration Number:</b>	3529881	ENVENTIS	
<b>Registration Number:</b>	3681110	SINGLELINK	
<b>Serial Number:</b>	86042212	ENVENTIS	
<b>Serial Number:</b>	86042452	ENVENTIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7043738822		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	704-373-4640		
<b>Email:</b>	bsmith@mcguirewoods.com		
<b>Correspondent Name:</b>	Betty G. Smith, Senior Paralegal		
<b>Address Line 1:</b>	McGuireWoods LLP, 201 N. Tryon Street		
<b>Address Line 2:</b>	Suite 3000		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		

OP \$215.00 2687059

<b>ATTORNEY DOCKET NUMBER:</b>	2029724-0484
<b>NAME OF SUBMITTER:</b>	Betty G. Smith
<b>SIGNATURE:</b>	/Betty G. Smith/
<b>DATE SIGNED:</b>	11/24/2014

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of November 14, 2014 by and between ENVENTIS CORPORATION, a Minnesota corporation formerly known as HickoryTech Corporation (the "Grantor"), having its chief executive office at 121 South 17<sup>th</sup> Street, Mattoon, Illinois 61938 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 Second Amended and Restated Credit Agreement, dated as of December 23, 2013 (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.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

**ENVENTIS CORPORATION, formerly known as HickoryTech Corporation,**  
as Grantor

By: Steven L. Childers  
Name: Steven L. Childers  
Title: Chief Financial Officer

ACKNOWLEDGMENT

STATE OF NEW YORK

COUNTY OF Bronx

I, Danny Ottley a Notary Public for said County and State, do hereby certify that Steven Childers, personally appeared before me this day and stated that s/he is Steven Childers of Enventis Corporation, and I acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 12 day of November, 2014.

Danny Ottley  
Notary Public

My commission expires:

March 23, 2017

[Signature Pages Continue]



Agreed and Accepted as of the  
14<sup>th</sup> day of November, 2014.

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
as Administrative Agent

By:  \_\_\_\_\_

Name: Kieran Mahon

Title: Vice President

Schedule A to Trademark Security Agreement

TRADEMARKS

<b>Loan Party</b>	<b>Mark or Name</b>	<b>Reg. No.</b>	<b>Serial No.</b>	<b>Country</b>	<b>Issue or File Date</b>
Enventis Corporation	HICKORYTECH	2687059	76055721	USA	2/11/2003
Enventis Corporation	HICKORTYTECH & Design	2650146	76055722	USA	11/12/2002
Enventis Corporation	SUITESOLUTION	2773888	76172069	USA	10/14/2003
Enventis Corporation	HICKORYTECH SUITESOLUTION	2776192	76172267	USA	10/21/2003
Enventis Corporation	ENVENTIS	3529881	77260721	USA	11/11/2008
Enventis Corporation	SINGLELINK	3681110	77518215	USA	9/8/2009
Enventis Corporation	ENVENTIS		86042212	USA	8/19/2013
Enventis Corporation	ENVENTIS		86042452	USA	8/20/2013

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

*None*