

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM355115

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Alaska Communications Systems Holdings, Inc.		09/14/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Crystal Financial LLC		
<b>Street Address:</b>	Two International Place		
<b>Internal Address:</b>	17th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3925730	ALASKA COMMUNICATIONS	
<b>Registration Number:</b>	3891629	ALASKA COMMUNICATIONS	
<b>Registration Number:</b>	3946324	ALASKA COMMUNICATIONS	
<b>Serial Number:</b>	86739696	TEKMATE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172484000		
<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>Email:</b>	tmadmin@choate.com		
<b>Correspondent Name:</b>	Sara M. Bauer		
<b>Address Line 1:</b>	Two International Place		
<b>Address Line 2:</b>	Choate Hall & Stewart LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	2011597-0004		
<b>NAME OF SUBMITTER:</b>	Sara M. Bauer		
<b>SIGNATURE:</b>	/sara bauer/		
<b>DATE SIGNED:</b>	09/15/2015		

OP \$115.00 3925730

**Total Attachments: 3**

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**GRANT OF SECURITY INTEREST  
IN PATENTS AND TRADEMARKS**

**WHEREAS**, Alaska Communications Systems Holdings, Inc. ("**Grantor**") is the owner of the trademarks and service marks listed on **Schedule A** attached hereto, which marks are registered or have pending registrations in the United States Patent and Trademark Office as set forth on **Schedule A** attached hereto (all such trademarks, service marks, registrations and applications, collectively, the "**Trademarks**") and is the owner of the patents listed on **Schedule A** attached hereto, which patents are registered or have pending applications in the United States Patent and Trademark Office as set forth on **Schedule A** attached hereto (all such patents, registrations and applications, collectively, the "**Patents**"); and

**WHEREAS**, Grantor has entered into a Second Lien Pledge and Security Agreement (as amended, modified, restated or supplemented from time to time, the "**Pledge Agreement**"), dated as of September 14, 2015 in which Grantor has agreed with Crystal Financial LLC, as the Administrative Agent (the "**Administrative Agent**"), with offices at Two International Place, 17th Floor, Boston, MA 02110, to execute this Grant of Security Interest in Patents and Trademarks (this "**Grant**");

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of the Obligations (as such term is used in the Pledge Agreement), Grantor does hereby grant to the Administrative Agent a security interest in all of its right, title and interest in and to the Trademarks and the Patents, and the use thereof, together with all proceeds and products thereof and the goodwill of the businesses symbolized by the Trademarks. This Grant has been given in conjunction with the security interest granted to the Administrative Agent under the Pledge Agreement, and the provisions of this Grant are without prejudice to and in addition to the provisions of the Pledge Agreement, which are incorporated herein by this reference.

Notwithstanding anything herein to the contrary, the security interest granted to the Administrative Agent pursuant to this Grant and the exercise of any right or remedy by the Administrative Agent hereunder or under the provisions of the Pledge Agreement are subject to the provisions of the Intercreditor Agreement, dated as of September 14, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**"), among CoBank, ACB, as First Lien Agent and Crystal Financial LLC, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Grant, the terms of the Intercreditor Agreement shall govern and control.

[Signatures to follow on next page.]

ALASKA COMMUNICATIONS SYSTEMS  
HOLDINGS, INC.

By: 

Name: Wayne Graham

Title: Chief Financial Officer

[Signature Page to Grant of Security Interest in Patents and Trademarks]

**TRADEMARK**  
**REEL: 005623 FRAME: 0589**

Schedule A

**TRADEMARKS AND TRADEMARK APPLICATIONS**

<u>Grantor</u>	<u>Mark</u>	<u>Application or Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>
Alaska Communications Systems Holdings, Inc.		3925730	USA	3/1/2011
Alaska Communications Systems Holdings, Inc.	ALASKA COMMUNICATIONS	3891629	USA	12/14/2010
Alaska Communications Systems Holdings, Inc.		3946324	USA	4/12/2011
Alaska Communications Systems Holdings, Inc.	TEKMATE	86739696	USA	8/27/2015

**PATENTS AND PATENT APPLICATIONS**

<u>Grantor</u>	<u>Application or Registration No.</u>	<u>Country</u>	<u>Inventor</u>	<u>Issue or Filing Date</u>
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None.