

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427353

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		05/04/2017	Swiss Bank: SWITZERLAND

RECEIVING PARTY DATA

Name:	Hawaiian Telcom, Inc.
Street Address:	1177 Bishop Street
City:	Honolulu
State/Country:	HAWAII
Postal Code:	96813
Entity Type:	Corporation: HAWAII
Name:	Hawaiian Telcom Communications, Inc.
Street Address:	1177 Bishop Street
City:	Honolulu
State/Country:	HAWAII
Postal Code:	96813
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3184731	CALL OHANA
Registration Number:	3131406	HAWAII ANYTIME
Registration Number:	3184761	HAWAII EVERYWHERE
Registration Number:	3175332	HAWAII FREETIME
Registration Number:	3105374	HAWAII ANYTIME
Registration Number:	3169918	HAWAII EVERYWHERE
Registration Number:	3169919	HAWAII FREETIME
Registration Number:	3075941	HAWAIIAN TEL
Registration Number:	3042973	HAWAIIAN TELCOM
Registration Number:	3042974	HAWAIIAN TELCOM
Registration Number:	3042975	HAWAIIAN TELCOM
Registration Number:	3042976	HAWAIIAN TELCOM

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3042977	HAWAIIAN TELCOM
Registration Number:	3042978	HAWAIIAN TELCOM

CORRESPONDENCE DATA

Fax Number: 4048538806

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.

Phone: 404.853.8000

Email: juliemurphy@eversheds-sutherland.com

Correspondent Name: Eversheds Sutherland (US) LLP

Address Line 1: 999 Peachtree Street NE

Address Line 4: Atlanta, GEORGIA 30309-3996

NAME OF SUBMITTER:	Christina Rissler
SIGNATURE:	/Christina Rissler/
DATE SIGNED:	05/12/2017

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT RELEASE

This TRADEMARK SECURITY AGREEMENT RELEASE (this “Release”) is made effective as of May 4, 2017, by Credit Suisse AG, Cayman Islands Branch (“Credit Suisse”) as collateral agent (in such capacity, the “Collateral Agent”), in favor of Hawaiian Telcom, Inc., a Hawaii corporation, and Hawaiian Telcom Communications, Inc., a Delaware corporation (each a “Grantor” and collectively, the “Grantors”).

W I T N E S S E T H:

WHEREAS, reference is made to that certain Intercreditor Agreement and Collateral Agency Agreement dated as of February 29, 2012 (as amended, restated, amended and restated, supplemented, increased, extended or otherwise modified from time to time, the “Intercreditor Agreement”) by and among Hawaiian Telcom Communications, Inc., a Delaware corporation (the “Borrower”), First Hawaiian Bank (the “Original Agent”), the Collateral Agent and the other parties thereto, pursuant to which the Original Agent appointed the Collateral Agent to act as collateral agent with respect to the Collateral covered by that certain Security Agreement, made as of October 28, 2010, executed and delivered January 3, 2011, as amended by that certain Amendment to Security Agreement dated October 3, 2011 and by that certain Amendment No. 2 to Security Agreement (as further amended, restated, supplemented or otherwise modified from time to time the “Security Agreement”);

WHEREAS, pursuant to such Security Agreement, the Grantors entered into that certain Trademark Security Agreement, dated as of January 3, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), whereby the Grantors pledged and granted to the Original Agent for the benefit of the Secured Parties a lien on and security interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement) of the Grantors;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 4, 2011 at Reel 4446 and Frame 0131;

WHEREAS, pursuant to such Intercreditor Agreement, the Original Agent entered into that certain Assignment of Security Interests, dated as of February 29, 2012 (the “Assignment”) whereby the Original Agent assigned to the Collateral Agent all of the Original Agent’s right, title and, interest in the Trademark Security Agreement;

WHEREAS, the Assignment was recorded with the United States Patent and Trademark Office on March 2, 2012 at Reel 4727 and Frame 0186; and

WHEREAS, in accordance with the provisions of the Security Agreement and the Trademark Security Agreement, the Collateral Agent now desires to release its lien on and security interest in and to such Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent hereby agrees as follows:

SECTION 1. Terms. Capitalized terms used in this Release and not otherwise defined herein have the meaning specified in the Trademark Security Agreement, the Revolving Line of Credit Agreement and the Security Agreement.

SECTION 2. Release of the Grant of Security Interest in Trademark Collateral. The Collateral Agent, without representation or warranty of any kind, hereby releases to the Grantors its lien on and security interest in and to the Trademark Collateral of each Grantor, Trademark Collateral, including without limitation those trademark registrations and applications listed on Schedule I hereto.

SECTION 3. Recordation. The Collateral Agent hereby authorizes and requests the Commission of Trademarks for the United States Patent and Trademark Office and any other applicable governmental body to record this Release.

SECTION 4. Counterparts. This Release 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 Release by signing and delivering one or more counterparts. Delivery of an executed signature page to this Release by facsimile transmission or electronic transmission shall be as effective as delivery of a manually signed counterpart of this Release.

SECTION 5. Applicable Law. This Release shall be construed in accordance with and governed by the laws of the State of New York without regard to its conflict of laws principles.

[Signature page follows]

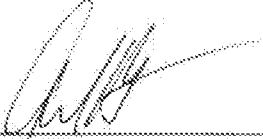
IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, AS COLLATERAL
AGENT

By:  _____

Name: Judith E. Smith

Title: Authorized Signatory

By:  _____

Name: D. Andrew Maletta

Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT RELEASE

Mark	Jurisdiction	Reg. No.	Reg. Date
CALL OHANA	U.S.	3184731	12/12/2006
HAWAII ANYTIME	U.S.	3131406	8/15/2006
HAWAII EVERYWHERE	U.S.	3184761	12/12/2006
HAWAII FREETIME	U.S.	3175332	11/21/2006
HAWAII ANYTIME	U.S.	3105374	6/13/2006
HAWAII EVERYWHERE	U.S.	3169918	11/7/2006
HAWAII FREETIME	U.S.	3169919	11/7/2006
HAWAIIAN TEL	U.S.	3075941	4/4/2006
HAWAIIAN TELCOM	U.S.	3042973	1/10/2006
HAWAIIAN TELCOM	U.S.	3042974	1/10/2006
HAWAIIAN TELCOM	U.S.	3042975	1/10/2006
HAWAIIAN TELCOM	U.S.	3042976	1/10/2006
HAWAIIAN TELCOM	U.S.	3042977	1/10/2006
HAWAIIAN TELCOM	U.S.	3042978	1/10/2006
BUSINESS ALL-IN- ONE	State of Hawaii	4083473	4/30/2010
BUSINESS CHOICE	State of Hawaii	4066930	10/14/2008

Mark	Jurisdiction	Reg. No.	Reg. Date
SM (and design of five dots (bubbles) arranged in the shape of the Hawaiian Island chain, from lower right to upper left, the five dots decrease in size and graduate in color from blue to light green)	State of Hawaii	4052813	4/17/2007
LIFE'S FAST. BE FASTER.	State of Hawaii	4070102	2/10/2009
MYCHOICE	State of Hawaii	4047620	10/4/2006
PHONE BOOK RECYCLING and Design	State of Hawaii	4036417	9/7/2005
SAVERS UNITE and Design	State of Hawaii	4047621	10/4/2006
WE GO.	State of Hawaii	4080709	1/22/2010