

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM433704

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FairPoint Communications, Inc.		07/03/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	1525 West W.T. Harris Blvd.		
Internal Address:	MAC D1109-019		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2409303	FAIR POINT COMMUNICATIONS	
Registration Number:	2409304	FAIRPOINT COMMUNICATIONS	
Registration Number:	2980053	FAIRPOINT	
Registration Number:	3151526	FAIRPOINT	
Registration Number:	4338515	FAIRPOINT	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	(704) 373-4640		
Email:	bsmith@mcguirewoods.com		
Correspondent Name:	Betty G. Smith, Senior Paralegal		
Address Line 1:	McGuireWoods LLP, 201 N. Tryon Street		
Address Line 2:	Suite 3000		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2029724-0484		
NAME OF SUBMITTER:	Betty G. Smith		
SIGNATURE:	/Betty G. Smith/		

OP \$140.00 2409303

DATE SIGNED:	07/05/2017
Total Attachments: 5 source=Trademark Security Agreement - FairPoint Communications, Inc. (2017)#page1.tif source=Trademark Security Agreement - FairPoint Communications, Inc. (2017)#page2.tif source=Trademark Security Agreement - FairPoint Communications, Inc. (2017)#page3.tif source=Trademark Security Agreement - FairPoint Communications, Inc. (2017)#page4.tif source=Trademark Security Agreement - FairPoint Communications, Inc. (2017)#page5.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of July 3, 2017 by and between FAIRPOINT COMMUNICATIONS, INC., a Delaware corporation (the "Grantor"), having its chief executive office at 521 E. Morehead Street, Suite 500, Charlotte, NC 28202 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 Third Amended and Restated Credit Agreement, dated as of October 5, 2016 (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, reaffirmed 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.

[SIGNATURE PAGES FOLLOW]

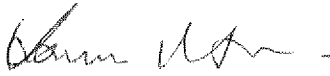
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

FAIRPOINT COMMUNICATIONS, INC.,
as Grantor

By: Steven L. Childers
Name: Steven L. Childers
Title: Chief Financial Officer, Assistant Secretary, and
Treasurer

Agreed and Accepted as of the
date set forth above.


WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Kieran Mahon
Title: Director

Consolidated Communications, Inc.
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Signature Page

Schedule A to Trademark Security Agreement

TRADEMARKS

Loan Party	Mark or Name	Reg. No.	Serial No.	Country	File Date
FairPoint Communications, Inc.		2409303	75596114	USA	November 19, 1998
FairPoint Communications, Inc.	FAIRPOINT COMMUNICATIONS	2409304	75596115	USA	November 19, 1998
FairPoint Communications, Inc.	FAIRPOINT	2980053	78976068	USA	July 24, 2003
FairPoint Communications, Inc.	FAIRPOINT	3151526	78278161	USA	July 24, 2003
FairPoint Communications, Inc.	FAIRPOINT	4338515	85739104	USA	September 26, 2012

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.