TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433762

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent		07/03/2017	Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	FAIRPOINT COMMUNICATIONS, INC.
Street Address:	521 East Morehead St., Suite 50
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2409303	FAIR POINT COMMUNICATIONS
Registration Number:	2409304	FAIRPOINT COMMUNICATIONS
Registration Number:	2980053	FAIRPOINT
Registration Number:	3151526	FAIRPOINT

CORRESPONDENCE DATA

Fax Number:

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.

Email: jbleskin@schiffhardin.com
Correspondent Name: Jennifer Bleskin
Address Line 1: 233 S Wacker Drive, Suite 7100
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Jennifer Bleskin
SIGNATURE:	/s/ Jennifer Bleskin
DATE SIGNED:	07/05/2017

Total Attachments: 4
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Execution Copy

TRADEMARK SECURITY AGREEMENT RELEASE

This TRADEMARK SECURITY AGREEMENT RELEASE (this "Release") is made effective as of July 3, 2017, by U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent (in such capacity and together with its successors, the "Collateral Agent"), in favor of FAIRPOINT COMMUNICATIONS, INC., a Delaware corporation with offices located at 521 East Morehead St., Suite 50, Charlotte, NC 28202 (the "Grantor").

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain Security Agreement dated as of February 14, 2013 (the "Security Agreement") in favor of the Collateral Agent;

WHEREAS, pursuant to the Security Agreement, the Grantor entered into that certain Trademark Security Agreement, dated as of February 14, 2013 (the "Trademark Security Agreement") whereby the Grantor pledged to Collateral Agent a security interest in the Trademark Collateral of the Grantor;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 14, 2013 at Reel 4963 and Frame 0270; and

WHEREAS, in accordance with the provisions of 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. Defined Terms. All capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to such terms in the Trademark Security Agreement, and to the extent that any capitalized terms are not defined herein or in the Trademark Security Agreement, such terms shall have the respective meanings assigned to them in 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 Grantor its lien on and security interest in and to the Trademark Collateral of the Grantor, 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, at the sole expense of the Grantor.

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 (including Adobe pdf file) shall be as effective as delivery of a manually signed counterpart of this Release.

SECTION 5. Governing Law. THE VALIDITY OF THIS RELEASE, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[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.

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: _____

Name: Crystal Maston

Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER **REGISTRATION NUMBER** **TRADEMARK**

OWNER	REGISTRATION NUMBER	TRADEMARK
FairPoint Communications, Inc.	2,409,303	FAIRPOINT COMMUNICATIONS (and design)
FairPoint Communications, Inc.	2,409,304	FAIRPOINT COMMUNICATIONS
FairPoint Communications, Inc.	2,980,053	FAIRPOINT
FairPoint Communications, Inc.	3,151,526	FAIRPOINT

Trademark Applications:

OWNER **APPLICATION NUMBER** **TRADEMARK**

None.