

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM601217

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Consolidated Communications, Inc.		10/02/2020	Corporation: ILLINOIS
Consolidated Communications Enterprise Services, Inc.		10/02/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	140 West 42nd Street, 40th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4626023	ENVENTIS	
<b>Registration Number:</b>	3989389	CONSOLIDATED COMMUNICATIONS	
<b>Registration Number:</b>	3759437	CONNECT YOUR WORLD	
<b>Registration Number:</b>	2776192	HICKORYTECH SUITESOLUTION	
<b>Registration Number:</b>	2773888	SUITESOLUTION	
<b>Registration Number:</b>	2650146	HICKORYTECH	
<b>Registration Number:</b>	2687059	HICKORYTECH	
<b>Registration Number:</b>	1887489	CONSOLIDATED	
<b>Registration Number:</b>	2854253	SUREWEST LONG DISTANCE	
<b>Registration Number:</b>	3151526	FAIRPOINT	
<b>Registration Number:</b>	2409303	FAIR POINT COMMUNICATIONS	
<b>Registration Number:</b>	2409304	FAIRPOINT COMMUNICATIONS	
<b>Registration Number:</b>	2863533	SUREWEST COMMUNICATIONS	
<b>Registration Number:</b>	2573581		
<b>Registration Number:</b>	2980053	FAIRPOINT	

OP \$390.00 4626023

**CORRESPONDENCE DATA****Fax Number:** 8009144240

*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:** 800-713-0755**Email:** Michael.Violet@wolterskluwer.com, ECarrera@cahill.com**Correspondent Name:** CT Corporation**Address Line 1:** 4400 Easton Commons Way**Address Line 2:** Suite 125**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Elaine Carrera
---------------------------	----------------

<b>SIGNATURE:</b>	/Elaine Carrera/
-------------------	------------------

<b>DATE SIGNED:</b>	10/05/2020
---------------------	------------

**Total Attachments: 7**

source=42. Consolidated - Trademark Security Agreement (Bond)#page1.tif

source=42. Consolidated - Trademark Security Agreement (Bond)#page2.tif

source=42. Consolidated - Trademark Security Agreement (Bond)#page3.tif

source=42. Consolidated - Trademark Security Agreement (Bond)#page4.tif

source=42. Consolidated - Trademark Security Agreement (Bond)#page5.tif

source=42. Consolidated - Trademark Security Agreement (Bond)#page6.tif

source=42. Consolidated - Trademark Security Agreement (Bond)#page7.tif

**Trademark Security Agreement**

**Trademark Security Agreement**, dated as of October 2, 2020 by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as notes collateral agent pursuant to the Indenture (in such capacity, the “Notes Collateral Agent”).

**WITNESSETH:**

WHEREAS, the Grantors are party to the Security Agreement dated as of October 2, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Notes Security Agreement”) in favor of the Notes Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement at the request of the Notes Collateral Agent;

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Notes Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Notes Security Agreement and used herein have the meaning given to them in the Notes Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of its Notes Obligations, each Grantor hereby pledges and grants to the Notes Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following of such Grantor, whether now owned or hereafter acquired (the “Collateral”):

- (a) each Trademark of such Grantor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing;

provided that, in no event shall Collateral include Excluded Property.

SECTION 3. Notes Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Notes Collateral Agent pursuant to the Notes Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Notes Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Notes Security Agreement, the provisions of the Notes Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Notes Obligations and termination of the Notes Security Agreement, the Notes Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks and the Proceeds thereof under this Trademark Security Agreement. The collateral pledge, grant, assignment, lien and security interest in the Trademarks and Proceeds thereof under this Trademark Security Agreement shall be automatically released in accordance with the terms of the Indenture. A Grantor shall automatically be released from its obligations hereunder and the collateral pledge, grant, assignment, lien and security interest in the Trademarks and Proceeds thereof under this Trademark Security Agreement of such Grantor shall be automatically released upon any release of such Grantor's Guarantee in accordance with the terms of the Indenture.

SECTION 5. Counterparts. This Trademark Security Agreement 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 Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the priority of the liens and security interests granted to the Notes Collateral Agent pursuant to this Trademark Security Agreement are expressly subject to the First Priority Intercreditor Agreement and (b) the exercise of any right or remedy by the Notes Collateral Agent hereunder is subject to the limitations and provisions of the First Priority Intercreditor Agreement. If any conflict or inconsistency exists between this Trademark Security Agreement, on the one hand, and the First Priority Intercreditor Agreement, on the other hand, the First Priority Intercreditor Agreement shall govern.

SECTION 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the state of New York.

SECTION 8. The Notes Collateral Agent. The Notes Collateral Agent shall not have any duties, obligations, or responsibilities under this Trademark Security Agreement except as expressly set forth herein, and shall have the benefit of all rights, privileges, immunities and protections contained in the Indenture and the Notes Security Agreement in the acceptance, execution, delivery and performance of this Trademark Security Agreement as though fully set forth herein.

[signature pages follow]

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CONSOLIDATED COMMUNICATIONS, INC.

By: Steven L. Chelala  
Name: Steven L. Chelala  
Title: CFO

CONSOLIDATED COMMUNICATIONS  
ENTERPRISE SERVICES, INC.

By: Steven L. Chelala  
Name: Steven L. Chelala  
Title: CFO

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Notes Collateral Agent

By:

  
Name: Gregory S. Clarke  
Title: Vice President

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>OWNER</b>	<b>TRADEMARK</b>	<b>REG NO.</b>
Consolidated Communications, Inc.	ENVENTIS	4,626,023
Consolidated Communications, Inc.	CONSOLIDATED COMMUNICATIONS	3,989,389
Consolidated Communications, Inc.	CONNECT YOUR WORLD	3,759,437
Consolidated Communications, Inc.	HICKORYTECH SUITESOLUTION	2,776,192
Consolidated Communications, Inc.	SUITESOLUTION	2,773,888
Consolidated Communications, Inc.	HICKORYTECH	2,650,146
Consolidated Communications, Inc.	HICKORYTECH	2,687,059
Consolidated Communications, Inc.	CONSOLIDATED	1,887,489
Consolidated Communications, Inc. (f/k/a SureWest Communications)	SUREWEST LONG DISTANCE	2,854,253
Consolidated Communications Enterprise Services, Inc. (f/k/a FairPoint Communications, Inc.)	FAIRPOINT	3,151,526
Consolidated Communications Enterprise Services, Inc. (f/k/a FairPoint Communications, Inc.)	FAIRPOINT COMMUNICATIONS	2,409,303
Consolidated Communications Enterprise Services, Inc. (f/k/a FairPoint Communications, Inc.)	FAIR POINT COMMUNICATIONS	2,409,304
Consolidated Communications, Inc. (f/k/a SureWest Communications)	SUREWEST COMMUNICATIONS	2,863,533
Consolidated Communications, Inc. (f/k/a SureWest Communications)	SUREWEST COMMUNICATIONS	2,573,581

OWNER	TRADEMARK	REG NO.
Consolidated Communications Enterprise Services, Inc. (f/k/a FairPoint Communications, Inc.)	FAIRPOINT	2,980,053