

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM674158

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HAWAIIAN TELCOM, INC.		09/07/2021	Corporation: HAWAII
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOLDMAN SACHS BANK USA		
<b>Street Address:</b>	2001 ROSS AVE, 29TH FLOOR		
<b>City:</b>	DALLAS		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	BANK: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87279041	MY HT	
<b>Serial Number:</b>	86704597	SMARTBUSINESS	
<b>Serial Number:</b>	78492581	HAWAIIAN TEL	
<b>Serial Number:</b>	78492601	HAWAIIAN TELCOM	
<b>Serial Number:</b>	78492607	HAWAIIAN TELCOM	
<b>Serial Number:</b>	78492609	HAWAIIAN TELCOM	
<b>Serial Number:</b>	78492613	HAWAIIAN TELCOM	
<b>Serial Number:</b>	78492616	HAWAIIAN TELCOM	
<b>Serial Number:</b>	86704605	HAWAII'S TECHNOLOGY LEADER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6508385109		
<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>Phone:</b>	650-838-3743		
<b>Email:</b>	jlik@shearman.com		
<b>Correspondent Name:</b>	AUSTIN GROSSFELD		
<b>Address Line 1:</b>	599 Lexington Avenue		
<b>Address Line 2:</b>	Shearman & Sterling LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	40272/13		

CH \$240.00 87279041

<b>NAME OF SUBMITTER:</b>	AUSTIN GROSSFELD
<b>SIGNATURE:</b>	/AUSTIN GROSSFELD/
<b>DATE SIGNED:</b>	09/13/2021
<b>Total Attachments: 5</b> source=0 - Converse Hawaiian Telcom, Inc. TSA#page1.tif source=0 - Converse Hawaiian Telcom, Inc. TSA#page2.tif source=0 - Converse Hawaiian Telcom, Inc. TSA#page3.tif source=0 - Converse Hawaiian Telcom, Inc. TSA#page4.tif source=0 - Converse Hawaiian Telcom, Inc. TSA#page5.tif	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 7, 2021, made by HAWAIIAN TELCOM, INC., a Hawaii corporation (the "Grantor"), in favor of GOLDMAN SACHS BANK USA, as the Administrative Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of September 7, 2021 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Holdings, the Borrower, each Lender party thereto from time to time, Goldman Sachs Bank USA, as the Administrative Agent, and the other parties thereto from time to time.

WHEREAS, the Grantor is party to a Security Agreement, dated as of September 7, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to or under the following, whether now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest: (i) any and all of the Owned Trademarks included in the Collateral, including those listed on Schedule I hereto, (ii) the goodwill of the business symbolized thereby or associated therewith, (iii) all reissues, continuations, extensions and renewals thereof and amendments thereto, (iv) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect to any of the foregoing, including damages and payments for past, present or future infringements, dilutions and other violations thereof, and (v) all rights to sue for past, present or future infringements, dilutions, or other violations thereof (the "Trademark Collateral"); provided that notwithstanding the foregoing or any other provision of this Trademark Security Agreement to the contrary, the Trademark Collateral shall not include any, and no Security Interest shall be granted in any, Excluded Assets.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Administrative Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf, .tif, .jpeg or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement

shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Administrative Agent and a counterpart hereof shall have been executed on behalf of the Administrative Agent, and thereafter shall be binding upon the Grantor and its permitted successors and assigns. The Administrative Agent may also require that any such documents and signatures delivered by telecopier, .pdf, .tif, .jpeg or other electronic imaging means be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier, .pdf, .tif, .jpeg or other electronic imaging means. The words "execution," "execute," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Laws, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York.

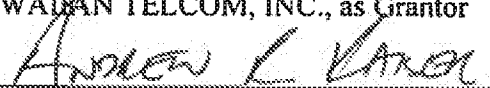
SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor all documents (including, but not limited, to an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement) and perform all actions specified in Sections 7.13(d) and (e) of the Security Agreement.

[signature page follows]

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

HAWAIIAN TELCOM, INC., as Grantor

By:



Name: Andrew R. Kaiser

Title: Chief Financial Officer

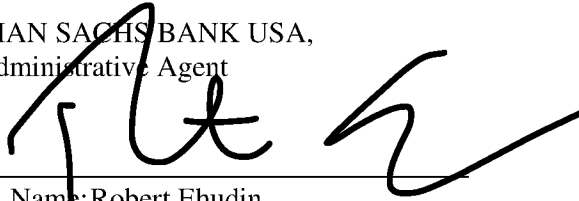
*[Signature Page to Project Converse Trademark Security Agreement (Hawaiian Telecom, Inc.)]*

**TRADEMARK**  
**REEL: 007420 FRAME: 0260**

Accepted and Agreed:

GOLDMAN SACHS BANK USA,  
as the Administrative Agent

By: \_\_\_\_\_

A handwritten signature in black ink, appearing to be 'REH', written over a horizontal line.

Name: Robert Ehudin  
Title: Authorized Signatory

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

**UNITED STATES TRADEMARKS:**

*Applications –*

None.

*Registrations –*

<b>Trademark</b>	<b>Owner</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
MY HT	HAWAIIAN TELCOM, INC.	87279041	22-DEC-2016	5362922	26-DEC-2017
SMARTBUSINESS	HAWAIIAN TELCOM, INC.	86704597	24-JUL-2015	5029999	30-AUG-2016
HAWAIIAN TEL	HAWAIIAN TELCOM, INC.	78492581	30-SEP-2004	3075941	04-APR-2006
HAWAIIAN TELCOM	HAWAIIAN TELCOM, INC.	78492601	30-SEP-2004	3042974	10-JAN-2006
HAWAIIAN TELCOM	HAWAIIAN TELCOM, INC.	78492607	30-SEP-2004	3042975	10-JAN-2006
HAWAIIAN TELCOM	HAWAIIAN TELCOM, INC.	78492609	30-SEP-2004	3042976	10-JAN-2006
HAWAIIAN TELCOM	HAWAIIAN TELCOM, INC.	78492613	30-SEP-2004	3042977	10-JAN-2006
HAWAIIAN TELCOM	HAWAIIAN TELCOM, INC.	78492616	30-SEP-2004	3042978	10-JAN-2006
HAWAII'S TECHNOLOGY LEADER	HAWAIIAN TELCOM, INC.	86704605	24-JUL-2015	4945072	26-APR-2016