

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM696684

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Consolidated Communications, Inc.		12/20/2021	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Notes Collateral Agent		
Street Address:	600 South Fourth Street, MAC N9300-070		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55415		
Entity Type:	National Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90403654	FIDIUM	
Serial Number:	90601286	ATTUNE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	jbleskin@schiffhardin.com		
Correspondent Name:	Jennifer Bleskin		
Address Line 1:	233 S. Wacker Drive, Suite 7100		
Address Line 2:	c/o Schiff Hardin LLP		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Jennifer Bleskin		
SIGNATURE:	/s/ Jennifer Bleskin		
DATE SIGNED:	12/21/2021		
Total Attachments: 5			
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Trademark Security Agreement No. 2

Trademark Security Agreement No. 2, dated as of December 20, 2021 by the undersigned grantor (the "Grantor"), 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 Grantor is a 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 Grantor is 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 Grantor hereby agrees 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, the 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 the Grantor, whether now owned or hereafter acquired (the "Collateral"):

- (a) each Trademark of the 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 Grantor hereby acknowledges and affirms 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 Grantor 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. The 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 the Grantor shall be automatically released upon any release of the 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 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.

Very truly yours,


CONSOLIDATED COMMUNICATIONS, INC.

By: Steve Childers
Name: Steven L. Childers
Title: Chief Financial Officer

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Notes Collateral Agent

By: Computershare Trust Company, National Association, as attorney-in-fact

By: 

Name: Karla D. Sjostrom
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

OWNER	TRADEMARK	APPLICATION NO.
Consolidated Communications, Inc.	FIDIUM	90403654
Consolidated Communications, Inc.	ATTUNE	90601286

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