TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Baker Communications, Inc.		08/01/2006	CORPORATION: IOWA

RECEIVING PARTY DATA

Name:	Rural Telephone Finance Cooperative	
Street Address:	2201 Cooperative Way	
City:	Herndon	
State/Country:	VIRGINIA	
Postal Code:	20171	
Entity Type:	cooperative association: SOUTH DAKOTA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2893411	B@KER COMMUNICATIONS

CORRESPONDENCE DATA

Fax Number: (612)492-7077

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: ip@fredlaw.com, plarson@fredlaw.com

Correspondent Name: David C. West

Address Line 1: 200 South Sixth Street

Address Line 2: Suite 3700

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	51831.0020
NAME OF SUBMITTER:	Patricia A. Larson
Signature:	/Patricia A. Larson/
Date:	08/22/2006

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Total Attachments: 6
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GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of

which are hereby acknowledged, Baker Communications, Inc., an Iowa corporation (the

"Grantor") with principal offices at 3620 S.W. 61st Street, Suite 300, Des Moines, Iowa 50321,

hereby grants to Rural Telephone Finance Cooperative, a South Dakota cooperative association,

as Collateral Agent, with principal offices at 2201 Cooperative Way, Herndon, Virginia 20171

(the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in,

to and under the United States trademarks, trademark registrations and trademark applications

(the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined

in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the

businesses with which the Marks are associated and (iv) all causes of action arising prior to or

after the date hereof for infringement of any of the Marks or unfair competition regarding the

same.

THIS GRANT is made to secure the satisfactory performance and payment of all

the Obligations of the Grantor, as such term is defined in the Amended and Restated Security

Agreement, among Iowa Telecommunications Services, Inc. (the "Borrower"), the subsidiaries

of the Borrower party thereto, and the Grantee, dated as of November 23, 2004, as supplemented

(as amended, modified, restated and/or supplemented from time to time, the "Security

Agreement"). Upon the occurrence of the Obligations having been indefeasibly paid in full and

the Lenders (as defined in the Security Agreement) having no further commitment to lender

under the Credit Agreement (as defined in the Security Agreement), the Grantee shall execute,

acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in

the Marks acquired under this Grant.

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This Grant has been granted in conjunction with the security interest granted to

the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect

to the security interest granted herein are as set forth in the Security Agreement, all terms and

provisions of which are incorporated herein by reference. In the event that any provisions of this

Grant are deemed to conflict with the Security Agreement, the provisions of the Security

Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the $1^{\rm st}$ day of August, 2006.

Baker Communications, Inc., Grantor

Name: Donald G. Henry O Title: Secretary

Rural Telephone Finance Cooperative, as Collateral Agent and Grantee

By_____ Name: Title:

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 1st day of August, 2006.

Baker Communications, Inc., Grantor

Ву_____ Name: Title:

Rural Telephone Finance Cooperative, as Collateral Agent and Grantee

By Robin C. Reed
Title:
Assistant Secretary-Treasurer

STATE OF <u>Towa</u>)	
COUNTY OF Jasper)	ss.:

On this 1st day of August, 2006 before me personally came Donald G. Henry who, being by me duly sworn, did state as follows: that [s]he is Secretary of Baker Communications, Inc., that [s]he is authorized to execute the foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

JULIE A. WALKER
Commission Number 733589
My Commission Expires
March 23, 2008

Julie a. Walker Notary Public

U.S. Trademark and Service Mark Registrations:

RECORDED: 08/22/2006

