

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM434175

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900412056		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MORGAN STANLEY SENIOR FUNDING, INC., as Administrative Agent		07/03/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FAIRPOINT COMMUNICATIONS, INC.		
<b>Street Address:</b>	521 East Morehead St., Suite 50		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2409303	FAIR POINT COMMUNICATIONS	
<b>Registration Number:</b>	2409304	FAIRPOINT COMMUNICATIONS	
<b>Registration Number:</b>	2980053	FAIRPOINT	
<b>Registration Number:</b>	3151526	FAIRPOINT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	jbleskin@schiffhardin.com		
<b>Correspondent Name:</b>	Jennifer Bleskin		
<b>Address Line 1:</b>	233 S Wacker Drive, Suite 7100		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	Jennifer Bleskin		
<b>SIGNATURE:</b>	/s/ Jennifer Bleskin		
<b>DATE SIGNED:</b>	07/07/2017		
<b>Total Attachments: 4</b>			
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source=Payoff\_Trademark Security Release (MS)#page4.tif

**TRADEMARK SECURITY AGREEMENT RELEASE**

This TRADEMARK SECURITY AGREEMENT RELEASE (this “Release”) is made effective as of July 3, 2017, by MORGAN STANLEY SENIOR FUNDING, INC., Delaware corporation with offices located at 1585 Broadway, New York, NY 10036, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity and together with its successors, the “Administrative 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, WHEREAS, the Grantor is party to that certain Security Agreement dated as of February 14, 2013 (the “Security Agreement”) in favor of the Administrative 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 Administrative 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 4965 and Frame 0467; and

WHEREAS, in accordance with the provisions of the Trademark Security Agreement, the Administrative 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 Administrative 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 Administrative 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 Administrative 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.

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

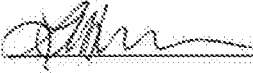
execute this Release by signing and delivering one or more counterparts. Delivery of an executed signature page to this Release by facsimile transmission or electronic transmission (including Adobe pdf file) shall be as effective as delivery of a manually signed counterpart of this Release.

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 Administrative Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

MORGAN STANLEY SENIOR  
FUNDING, INC.,  
as Administrative Agent

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

Name: Lisa Hanson \_\_\_\_\_

Title: JP \_\_\_\_\_

*[Signature page to Trademark Security Release Agreement]*

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

**Trademark Registrations:**

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

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
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.