

06-12-2000

Form PTO-1594
1-31-92

RE

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



To the Honorable Commissioner of Patent

101378576

original documents or copy thereof,
receiving party(ies):

1. Name of conveying party(ies):

Fairpoint Communications Corp. *MP 5.18.00*

- Individuals
- General Partnership -
- Corporation - State: Delaware
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

Name: Bank of America, N.A. 18

Internal Address: _____

Street Address: 901 Main Street - 64th Floor

City: Dallas State: Texas ZIP: 75202-3748

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation- _____
- Other - Collateral Agent

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Interest
- Other - _____
- Merger
- Change of Name

Execution Date: March 24, 2000

Trademark Registration No.(s)\

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/596,114

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Brian Jaenicke, Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved

1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:

23-1705 (in case of deficiency)

(Attach duplicate copy of this page if paying by deposit account)

06/09/2000 ASCOTT 00000101 75596114

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DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Brian T. Jaenicke

Name of Person Signing

Brian T. Jaenicke

Signature

5/17/2000

Date

Total number of pages comprising cover sheet:

1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Fairpoint Communications Corp., a Delaware corporation (“the Grantor”) with principal offices at 521 East Morehead Street, Suite 220, Charlotte, North Carolina 28202, hereby grants to Bank of America, N.A., as Collateral Agent, with principal offices 901 Main Street, 64th Floor, Dallas, Texas 75202-3748 (the “Grantee”), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the “Marks”) set forth on Schedule A attached hereto, together with (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.

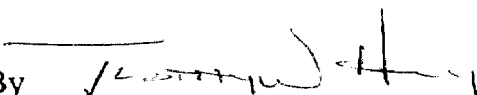
THIS AGREEMENT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Amended and Restated Security Agreement among Grantor, the other assignors from time to time party thereto and the Grantee, dated as of October 20, 1999 and amended and restated as of March 27, 2000 (as further amended or supplemented from time to time, the “Security Agreement”). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Agreement.

This Agreement 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 without prejudice to, and are in addition to those 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 Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 24th day of March, 2000.

FAIRPOINT COMMUNICATIONS CORP.,
as Grantor

By 
Title: VP of Finance

BANK OF AMERICA, N.A.,
as Collateral Agent and Grantee

By _____
Title:


respect to the security interest granted herein are without prejudice to, and are in addition to those 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 Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 24th day of March, 2000.

FAIRPOINT COMMUNICATIONS CORP.,
as Grantor

By _____
Title:

BANK OF AMERICA, N.A.,
as Collateral Agent and Grantee

By  _____
Title: PAMELA S. KURTZMAN
PRINCIPAL

State of North Carolina
~~STATE OF NEW YORK~~
County of Mecklenburg ss.:
~~COUNTY OF NEW YORK~~

On this 23 day of March, 2000 before me personally came Timothy W. Henry
who, being by me duly sworn, did state as follows: that [s]he is VP of Finance of Fairpoint
Communications Corp., that [s]he is authorized to execute the foregoing Agreement on behalf of
said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Jori M. Gordon
Notary Public

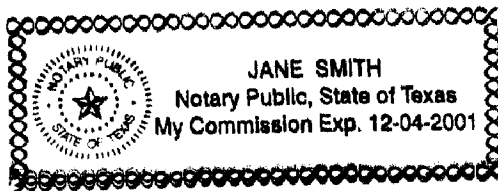
My Commission Expires August 15, 2004

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 24th day of March, 2000, before me personally came

Ronald J. Gorty who, being by me duly sworn, did state as follows: that [s]he is
Principal of Bank of America, N.A., that [s]he is authorized to execute the
foregoing Agreement on behalf of said corporation and that [s]he did so by authority of the Board
of Directors of said corporation.

Jane Smith
Notary Public



SCHEDULE A

MARK

REG. NO.

APPLICATION DATE

FAIRPOINT
COMMUNICATIONS AND
DESIGN

75/596114

November 19, 1998