

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CT Communications, Inc.		08/31/2007	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	270 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3053755	CTC WIRELESS	
Registration Number:	2959852	CHOOSE MORE	
Registration Number:	2605401	QUICKCLICK	
Registration Number:	1954453	CTC	
Serial Number:	78957425	E-VISION	
Serial Number:	78949143	CTC GETS YOU THERE	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8002210770		
Email:	matthew.mayer@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1133 Avenue of the Americas		
Address Line 2:	Suite 3100		
Address Line 4:	New York, NEW YORK 10036		

CH \$165.00 3053755

ATTORNEY DOCKET NUMBER:	CSC # 234690
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	09/24/2007
Total Attachments: 6 source=ct_jpmorgan_tm6#page2.tif source=ct_jpmorgan_tm6#page3.tif source=ct_jpmorgan_tm6#page4.tif source=ct_jpmorgan_tm6#page5.tif source=ct_jpmorgan_tm6#page6.tif source=ct_jpmorgan_tm6#page7.tif	

TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

August 31, 2007

WHEREAS, CT Communications, Inc., a North Carolina corporation (the "**Lien Grantor**") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Windstream Corporation (as successor to ALLTEL Holding Corp.) (the "**Borrower**"), the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent, and Bank of America, N.A., Citibank, N.A. and Wachovia Bank, National Association, as Co-Documentation Agents, are parties to that certain Amended and Restated Credit Agreement dated as of July 17, 2006 and amended and restated as of February 27, 2007 (the "**Credit Agreement**"); and

WHEREAS, pursuant to the Security Agreement dated as of July 17, 2006 (as amended and/or supplemented from time to time, the "**Security Agreement**") among the Borrower, the Guarantors party thereto and JPMorgan Chase Bank, N.A., as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), the Lien Grantor has secured certain of its obligations (its "**Secured Obligations**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest (the "**Transaction Liens**") in personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor grants to the Grantee, to secure its Secured Obligations, a continuing security interest in all of the Lien Grantor's right, title and interest in, to and under the following to the extent it constitutes Collateral (including giving effect to the proviso in Section 2(a) of the Security Agreement) (all of the following items or types of Collateral being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark owned by the Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;
- (ii) each Trademark License to which the Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and
- (iii) all Proceeds of the foregoing.

The Lien Grantor irrevocably appoints the Grantee its true and lawful attorney, with full power of substitution, in the name of the Lien Grantor, any Secured Party or otherwise, for the sole use and benefit of the Secured Parties, but at the Borrower's expense, to the extent permitted by law to exercise, at any time and from time to time while any Event of Default shall have occurred and be continuing and/or an Enforcement Notice is in effect, all or any of the powers provided for in Section 15 of the Security Agreement with respect to all or any of the Trademark Collateral.

The foregoing security interest has been granted under the Security Agreement. The Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral 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 of a conflict between the Security Agreement and this Trademark Security Agreement, the terms of the Security Agreement shall control.

Upon termination of the Transaction Liens in the Trademark Collateral pursuant to the Security Agreement, the security interests granted hereby shall automatically terminate and be released, and the Grantee will, at the expense of the Lien Grantor, execute and deliver to the Lien Grantor such documents, and take such other actions, as the Lien Grantor shall reasonably request to evidence the termination of the security interests granted hereby.

Capitalized terms used but not defined herein but defined in the Security Agreement are used herein with the respective meanings provided for therein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the day first written above.

CT COMMUNICATIONS, INC.

By: 

Name: Robert G. Clancy, Jr.

Title: Sr. Vice President - Treasurer

Acknowledged:

JPMORGAN CHASE BANK, NA.,
as Collateral Agent

By: 

Name: Christophe Vonman

Title: Vice President

Schedule 1
To Trademark
Security Agreement

CT COMMUNICATIONS, INC.

U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
CTC WIRELESS and Design	3053755	01/31/06
CHOOSE MORE	2959852	06/07/05
QUICKCLICK	2605401	08/06/02
CTC	1954453	02/06/96

U.S. TRADEMARK APPLICATIONS

<u>TRADEMARK</u>	<u>APP. NO.</u>	<u>FILING DATE</u>
E-VISION	78957425	08/22/06
CTC GETS YOU THERE	78949143	08/10/06

NORTH CAROLINA STATE TRADEMARKS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
E-SONIC ADVANTAGE	18301	03/11/05
E-SONIC	18300	03/11/05
E-SONIC EXTREME	18299	03/11/05
E-SONIC BROADBAND	18298	03/11/05
MAKING CONNECTIONS	17072	09/16/02
PREMIUM CHOICE	15633	12/13/99
QUICK CLICK	15632	12/13/99
CTC WIRELESS COMMUNICATIONS STORE and Design	15631	12/13/99
SIMPLY 411	15283	05/06/99
BUZZWORDS	15185	03/17/99
SIMPLY E-MAIL	15164	03/03/99
CALL MANAGER	15044	12/01/98
SECURITY PLUS	15043	12/01/98
EASYSAVE	15042	12/01/98
EASY CALL	15041	12/01/98
CTC/WIRELESS and Design	15040	12/01/98

**Schedule 1
To Trademark
Security Agreement**

NORTH CAROLINA STATE TRADEMARKS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
DIALEDIN	14826	06/01/98
POWER PACK	14659	02/27/98

4848-9206-8353.2

RECORDED: 09/24/2007

**TRADEMARK
REEL: 003626 FRAME: 0554**