

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
Hawaiian Telcom, Inc.		05/02/2005	CORPORATION: HAWAII
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	270 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Bank: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1954015	PHONE BOOK RECYCLING	
Serial Number:	78492581	HAWAIIAN TEL	
Serial Number:	78572566	HAWAIIAN TEL	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-783-2700		
Email:	pagodoa@federalresearch.com		
Correspondent Name:	CBC Companies dba Federal Research		
Address Line 1:	1030 Fifteenth Street, NW, Suite 920		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
Signature:	/pja/		

CH \$90.00 1954015

Date:

05/13/2005

Total Attachments: 7

source=330258#page1.tif

source=330258#page2.tif

source=330258#page3.tif

source=330258#page4.tif

source=330258#page5.tif

source=330258#page6.tif

source=330258#page7.tif

**RECORDATION FORM COVER SHEET
 TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies)/Execution Date(s): HAWAIIAN TELCOM, INC.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) <u>HAWAII</u></p> <p>Execution Date(s) <u>MAY 2, 2005</u></p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>JPMORGAN CHASE BANK, N.A., as Collateral Agent</u> Internal Address: _____ Street Address: <u>270 PARK AVENUE</u> City: <u>NEW YORK</u> State: <u>NY</u> Country: <u>US</u> Zip: <u>10017</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>BANK</u> Citizenship <u>NEW YORK</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) See attached Schedule I.</p> <p>B. Trademark Registration No.(s) See attached Schedule I.</p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): See attached Schedule I.</p>	
<p>5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Ms. Penelope Agodoa</u> Internal Address: <u>Federal Research Corporation</u> Street Address: <u>1030 Fifteenth Street NW, Suite 920</u> City: <u>Washington</u> State: <u>DC</u> Zip: <u>20005</u> Phone Number: <u>202.783.2700</u> Fax Number: _____ Email Address: <u>pagadoa@federalresearch.com</u></p>	<p>6. Total number of applications and registrations involved: 3</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____</p> <p><input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>a. Credit Card Last 4 Numbers _____ Expiration Date _____</p> <p>b. Deposit Account Number _____ Authorized User Name _____</p>
<p>9. Signature: <u>Elizabeth Steiner</u> <u>May 11 2005</u> _____ _____ Elizabeth Steiner Signature Date</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 7</p> <p style="text-align: center;">Name of Person Signing</p>	

Documents to be recorded (including cover sheet) should be faxed to (703) 308-5995, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Schedule I

I. Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Verizon Hawaii Inc.	Phone Book Recycling (+Design)	1,954,015	February 6, 1996

II. Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Date Filed</u>
Verizon Hawaii Inc.	Hawaiian Tel	78/492,581	September 30, 2004
Verizon Hawaii Inc.	Hawaiian Tel	78/572,566	February 22, 2005

[[NYCORP:2503763]]

TRADEMARK SECURITY AGREEMENT, dated as of May 2, 2005, between HAWAIIAN TELCOM, INC. (formerly known as Verizon Hawaii Inc.) (the "Company") and JPMORGAN CHASE BANK, N.A., as Collateral Agent (the "Collateral Agent").

Reference is made to (a) the Credit Agreement dated as of May 2, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Hawaiian Telcom Holdco, Inc., Hawaiian Telcom Communications, Inc. (the "Borrower"), the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent, and (b) the Shared Collateral Agreement dated as of May 2, 2005 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), between the Company and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Company is an Affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01 of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment in full of the Obligations, the Company, pursuant to the Collateral Agreement, did and hereby does grant to the Collateral Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by it or in which it now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof (excluding intent-to-use applications), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (excluding intent-to-use applications) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and


(c) all assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Collateral Agreement. The security interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Company hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HAWAIIAN TELCOM, INC.,

by


Name: MICHAEL S. RULEY
Title: CHIEF EXECUTIVE OFFICER

JPMORGAN CHASE BANK, N.A., AS
COLLATERAL AGENT,

by

Name:

Title:

Trademark Agreement

TRADEMARK
REEL: 003083 FRAME: 0007

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HAWAIIAN TELCOM, INC.,

by

Name:

Title:

JPMORGAN CHASE BANK, N.A., AS
COLLATERAL AGENT,

by


Name:

Title:

John Kowalczyk
Vice President

Schedule I

I. Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Verizon Hawaii Inc.	Phone Book Recycling (+Design)	1,954,015	February 6, 1996

II. Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Date Filed</u>
Verizon Hawaii Inc.	Hawaiian Tel	78/492,581	September 30, 2004
Verizon Hawaii Inc.	Hawaiian Tel	78/572,566	February 22, 2005

[[NYCORP:2503763]]