

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank N.A.		06/01/2007	National Association:
RECEIVING PARTY DATA			
Name:	Lehman Commercial Paper, Inc.		
Street Address:	745 7th Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3075941	HAWAIIAN TEL	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	brandon.cherry@weil.com, phyllis.depaola@weil.com		
Correspondent Name:	Weil, Gotshal & Manges c/o Brandon Cherry		
Address Line 1:	767 5th Avenue		
Address Line 4:	new york, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	73683.0947		
NAME OF SUBMITTER:	Brandon Cherry		
Signature:	/Brandon Cherry/		
Date:	06/07/2007		

CH \$40.00 3075941

Total Attachments: 6

900078692

**TRADEMARK
 REEL: 003556 FRAME: 0459**

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ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT, dated as of June 1, 2007, by JPMorgan Chase Bank, N.A., as administrative agent and collateral agent pursuant to the Existing Credit Agreement (as defined below) (the “*Existing Agent*” or the “*Assignor*”) in favor of Lehman Commercial Paper Inc. (“*LCPI*” or the “*Assignee*”), as administrative agent and collateral agent for the Lenders (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, HAWAIIAN TELCOM COMMUNICATIONS, INC., a Delaware corporation (the “*Borrower*”), HAWAIIAN TELCOM HOLDCO, INC., a Delaware corporation (“*Holdings*”), the lenders from time to time party thereto and the Existing Agent, as administrative agent and collateral agent for such lenders, are party to that certain Credit Agreement dated as of May 2, 2005 (as amended, supplemented or otherwise modified from time to time, the “*Existing Credit Agreement*”);

WHEREAS, the Borrower, Holdings, HAWAIIAN TELCOM, INC. (the “*Company*”) and HAWAIIAN TELCOM SERVICES COMPANY, INC. (“*HTSC*”) are party to that certain Guarantee and Collateral Agreement dated as of May 2, 2005 in favor of the Existing Agent (as amended, supplemented or otherwise modified from time to time, the “*Existing Collateral Agreement*”);

WHEREAS, the Company and the Existing Agent are parties to a Trademark Security Agreement, dated as of May 2, 2005 (the “*Trademark Security Agreement*”) which was recorded with the United States Patent and Trademark Office on May 13, 2005 at Reel 3083 and Frame 01;

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of June 1, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among the Borrower, Holdings, the Lenders (as defined therein) from time to time party thereto and LCPI, LCPI will replace the Existing Agent as administrative agent and collateral agent (in such capacity, the “*Collateral Agent*”) for the Lenders;

WHEREAS, the Borrower, Holdings, the Company and HTSC are parties to an Amended and Restated Guarantee and Collateral Agreement, dated as of June 1, 2007 in favor of the Collateral Agent (the “*Collateral Agreement*”); and

WHEREAS, the Existing Agent hereby agrees to assign the Trademark Security Agreement to the Collateral Agent for the benefit of the Lenders, so that the Liens granted pursuant to the Existing Loan Documents and the Loan Documents (each as defined in the Credit Agreement) shall continue in full force and effect during the term of the Collateral Agreement and any renewals thereof and shall continue to secure the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Existing Agent hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Collateral Agreement and used herein have the meaning given to them in the Credit Agreement or the Collateral Agreement.

Section 2. Assignment and Assumption of Trademark Security Agreement

The Existing Agent hereby irrevocably assigns and transfers to the Collateral Agent, and the Collateral Agent hereby irrevocably accepts and assumes from the Existing Agent, all of the Existing Agent's rights and obligations under the Trademark Security Agreement.

Section 3. United States Patent and Trademark Office Filing

The Existing Agent hereby requests the U.S. Commissioner of Patents and Trademarks to record this Assignment of Trademark Security Agreement against the trademark registrations set forth on Schedule I.

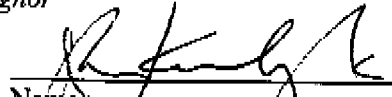
[SIGNATURE PAGES FOLLOW]

FROM JPMORGAN CHASE BANK

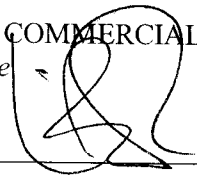
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JPMORGAN CHASE BANK, N.A.,
as Assignor

By:


Name: John Kowalczyk
Title: Vice President

LEHMAN COMMERCIAL PAPER INC.,
as Assignee



By:

Name:

Title:

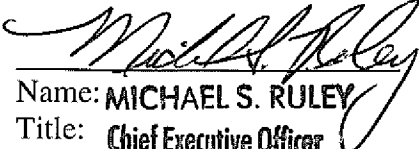
Laurie Perper
Senior Vice President

[Signature Page to Assignment of Trademark Security Agreement]

TRADEMARK
REEL: 003556 FRAME: 0464

ACCEPTED AND AGREED
as of the date first above written:

HAWAIIAN TELCOM, INC.,
as Grantor

By: 
Name: MICHAEL S. RULEY
Title: Chief Executive Officer

Approved
as to form
LEGAL DEPT.
By fm
Date 5/21/67

Schedule I

U.S. Trademark Registrations and Applications

Mark	Owner of Record	Registration Number (Application Number)	Registration Date (Application Date)	Status
HAWAIIAN TEL	Hawaiian Telcom, Inc.	3,075,941 (78492581)	4/4/2006 (9/30/2004)	REGISTERED