

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hargray Acquisition Co.		06/29/2007	COMPANY:
DPC Acquisition LLC		06/29/2007	LIMITED LIABILITY COMPANY:
HCP Acquisition LLC		06/29/2007	LIMITED LIABILITY COMPANY:
Hargray Acquisition LLC		06/29/2007	LIMITED LIABILITY COMPANY:
Hargray Holdings LLC		06/29/2007	LIMITED LIABILITY COMPANY:
Hargray Communications Group, Inc.		06/29/2007	CORPORATION:
Hargray Wireless, LLC		06/29/2007	LIMITED LIABILITY COMPANY:
Low Country Carriers, Inc.		06/29/2007	CORPORATION:
Low Country Telephone Company, Inc.		06/29/2007	CORPORATION:
Hargray, Inc.		06/29/2007	CORPORATION:
Hargray of Georgia, Inc.		06/29/2007	CORPORATION:
Hargray CATV Company, Inc.		06/29/2007	CORPORATION:
Hargray Telephone Company, Inc.		06/29/2007	CORPORATION:
Bluffton Telephone Company, Inc.		06/29/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	101 North Tryon Street, 15th Floor
Internal Address:	NC1-001-15-14
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Association:

PROPERTY NUMBERS Total: 9

900088286

**TRADEMARK
 REEL: 003631 FRAME: 0698**

CH \$240.00 2498046

Property Type	Number	Word Mark
Registration Number:	2498046	H
Registration Number:	2231522	H
Registration Number:	2149553	HARGRAY
Serial Number:	76677200	THE PHRASE "SPLIT SECOND WIRELESS"
Serial Number:	76677201	THE PHRASE "H-POD"
Registration Number:	2050170	VIP WATS
Registration Number:	2280362	THE GREAT EIGHT
Registration Number:	2478759	THE SMARTRATE
Registration Number:	2752377	DP

CORRESPONDENCE DATA

Fax Number: (650)838-5136
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 848-4565
Email: emily.priest@shearman.com
Correspondent Name: Sharon Herman
Address Line 1: Shearman & Sterling LLP
Address Line 2: 599 Lexington Ave.
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	03232-00582 T 2ND LIEN
NAME OF SUBMITTER:	Sharon Herman
Signature:	/sharon herman/
Date:	10/01/2007

Total Attachments: 8

source=Hargray Second Lien IPSA#page1.tif
source=Hargray Second Lien IPSA#page2.tif
source=Hargray Second Lien IPSA#page3.tif
source=Hargray Second Lien IPSA#page4.tif
source=Hargray Second Lien IPSA#page5.tif
source=Hargray Second Lien IPSA#page6.tif
source=Hargray Second Lien IPSA#page7.tif
source=Hargray Second Lien IPSA#page8.tif

SECOND LIEN
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated June 29, 2007, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of BANK OF AMERICA, N.A. ("*Bank of America*"), as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Hargray Acquisition Co., a Delaware corporation ("*Hargray*"), DPC Acquisition LLC, a Delaware limited liability company ("*DPC*"), HCP Acquisition LLC, a Delaware limited liability company ("*HCP*"), and together with Hargray and DPC, the "*Borrowers*", and Hargray Holdings LLC, a Delaware limited liability company ("*Holdings*"), have entered into a Second Lien Credit Agreement dated as of June 29, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Bank of America, as Administrative Agent and as Collateral Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans under the Credit Agreement, each Grantor has executed and delivered that certain Second Lien Security Agreement dated June 29, 2007 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States

intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

(iii) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

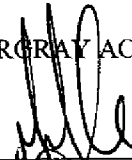
SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

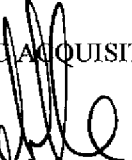
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are subject to, and more fully set forth in the terms and conditions of the Security Agreement.

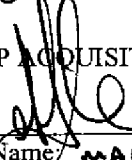
SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent, for the benefit of the Secured Parties, hereunder are subject to the provisions of the Intercreditor Agreement as the Intercreditor Agreement may be amended or otherwise modified from time to time in accordance with the terms thereof. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

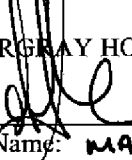
SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.


IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

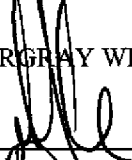
HARGRAY ACQUISITION CO.
By 
Name: MARK DICKENS
Title: CFO

DPC ACQUISITION LLC
By 
Name: MARK DICKENS
Title: CFO


HCP ACQUISITION LLC
By 
Name: MARK DICKENS
Title: CFO

HARGRAY HOLDINGS LLC
By 
Name: MARK DICKENS
Title: CFO

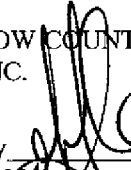
HARGRAY COMMUNICATIONS GROUP, INC.
By 
Name: MARK DICKENS
Title: CFO

HARGRAY WIRELESS, LLC
By 
Name: MARK DICKENS
Title: CFO

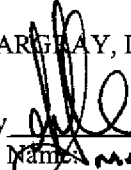
LOW COUNTRY CARRIERS, INC.

By 
Name: **MARK DICKENS**
Title: **CFO**

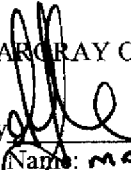
LOW COUNTRY TELEPHONE COMPANY, INC.

By 
Name: **MARK DICKENS**
Title: **CFO**

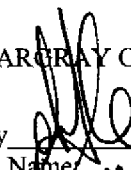
HARGRAY, INC.

By 
Name: **MARK DICKENS**
Title: **CFO**

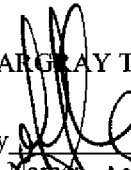
HARGRAY OF GEORGIA, INC.

By 
Name: **MARK DICKENS**
Title: **CFO**

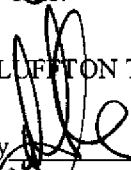
HARGRAY CATV COMPANY, INC.

By 
Name: **MARK DICKENS**
Title: **CFO**

HARGRAY TELEPHONE COMPANY, INC.

By 
Name: **MARK DICKENS**
Title: **CFO**

BLUFFTON TELEPHONE COMPANY, INC.

By 
Name: **MARK DICKENS**
Title: **CFO**

Schedule A to Intellectual Property Security Agreement

Patents

Hargray Communications Group, Inc. has one patent pending:

U.S. Patent Application No. 10/755,475

Filed: January 13, 2004

Title: DELIVERING CABLE TELEVISION OVER A NETWORK AGNOSTIC PLATFORM

Inventor: Louis E. Heuck

The Application was published on July 14, 2005, by the USPTO.

Schedule B to Intellectual Property Security Agreement

Trademarks

<u>Entity</u>	<u>[Reg. No.]</u>	<u>Reg. Date</u>	<u>Ser. No.</u>	<u>Filed</u>	<u>Status</u>	<u>Jurisdiction</u>
Hargray Holdings Corporation	[2,498,046]	October 16, 2001	76-081,023	June 29, 2000	Registered	United States
Hargray Holdings Corporation	[2,231,522]	March 16, 1999	75-314,836	June 26, 1997	Registered	United States
Hargray Holdings Corporation	[2,149,553]	April 7, 1998	75-314,837	June 26, 1997	Registered	United States
Hargray Communications Group, Inc.	[N/A]	N/A	Unknown	July 14, 2006	Registered	South Carolina
Hargray Communications Group, Inc.	[N/A]	N/A	Unknown	July 14, 2006	Registered	South Carolina
Hargray Communications Group, Inc.	[N/A]	N/A	76-677200		Pending	United States
Hargray Communications Group, Inc.	[N/A]	N/A	76-677201		Pending	United States
Low Country Carriers	[2,050,170]	April 8, 1997	N/A	N/A	Registered	United States
Low Country Carriers	[2,280,362]	September 28, 1999	75-314,833	June 26, 1997	Registered	United States
Low Country Carriers	[2,478,759]	August 21, 2001	75-314,834	June 26, 1997	Registered	United States
Hargray Telephone Company, Inc.	[N/A]	N/A	Unknown	April 30, 1990	Unknown (Registered to Hargray Telephone Company, Inc.; was to expire on April 30, 2000.)	South Carolina
DPC Acquisition LLC	[2,752,377]	August 19, 2003	76-433,592	July 22, 2002	Registered	United States

Schedule C to Intellectual Property Security Agreement

Copyrights

Jurisdiction	Title	Registration No.	Registration Date	Record Owner	Status
United States	Wilkes County, NC, telephone directory, 1994-1995	[TX4066604]	3/20/1995	DPC Acquisition LLC	Registered
United States	Shallotte, NC telephone directory, June 1994	[TX4000594]	3/20/1995	DPC Acquisition LLC	Registered