

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
D&E Communications, Inc.		11/20/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	1111 Fannin
Internal Address:	10th Floor
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2517290	D&E JAZZD
Registration Number:	2557274	JAZZD D&E
Registration Number:	2986209	D&E COMMUNICATIONS DELIVERING EXCELLENCE
Registration Number:	3001086	THE ULTIMATE DIGITAL ENTERTAINMENT EXPERIENCE
Registration Number:	3008617	D&E DIGITAL TV
Registration Number:	3146193	D&E COMMUNICATIONS
Registration Number:	3146194	D&E
Registration Number:	3146195	D&E COMMUNICATIONS DELIVERING EXCELLENCE
Registration Number:	3182986	D&E COMMUNICATIONS
Registration Number:	3613240	HAYWIRE
Registration Number:	3609567	HAYWIRE
Registration Number:	3613262	HOME TECHNOLOGIES SIMPLIFIED

CORRESPONDENCE DATA

900148954

**TRADEMARK
 REEL: 004106 FRAME: 0556**

OP \$315.00 2517290

Fax Number: (800)494-7512
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-370-4761
Email: ecallahan@nationalcorp.com
Correspondent Name: Elspeth Callahan
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Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F 123643
NAME OF SUBMITTER:	Manuel F. Gomez
Signature:	/Manuel F. Gomez/
Date:	12/02/2009

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

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

November 20, 2009

WHEREAS, D&E Communications, Inc., a Delaware 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 Second Amended and Restated Credit Agreement dated as of July 17, 2006 and amended and restated as of February 27, 2007 and October 19, 2009 (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]

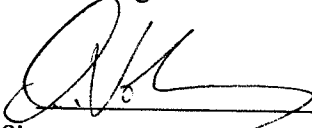
IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the day first written above.

D&E COMMUNICATIONS, INC.

By: 
Name: John P. Fletcher
Title: Executive Vice President, General Counsel
and Secretary

Acknowledged:

JPMORGAN CHASE BANK, NA.,
as Collateral Agent

By: 
Name: _____
Title: Christophe Vohmann
Executive Director

**Schedule 1
To Trademark
Security Agreement**

D&E COMMUNICATIONS, INC.

U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
D&E JAZZD	2,517,290	December 11, 2001
JAZZD D&E (design)	2,557,274	April 2, 2002
D&E COMMUNICATIONS DELIVERING EXCELLENCE	2,986,209	August 16, 2005
THE ULTIMATE DIGITAL ENTERTAINMENT EXPERIENCE	3,001,086	September 27, 2005
D&E DIGITAL TV	3,008,617	October 25, 2005
D&E COMMUNICATIONS (design – yellow sphere)	3,146,193	September 19, 2006
D&E (design – yellow sphere)	3,146,194	September 19, 2006
D&E COMMUNICATIONS DELIVERING EXCELLENCE (design)	3,146,195	September 19, 2006
D&E COMMUNICATIONS	3,182,986	December 12, 2006
HAYWIRE	3,613,240	April 28, 2009
HAYWIRE (design)*	3,609,567	April 21, 2009
HOME TECHNOLOGIES SIMPLIFIED	3,613,262	April 28, 2009