

**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
Lakedale Communications, LLC		06/25/2010	LIMITED LIABILITY COMPANY: UNITED STATES

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	3155351	COMPETITIVE PHONE AND BROADBAND INTERNET
Registration Number:	2157659	CONNECTIONS ETC.
Registration Number:	2391845	NORTHSTAR ACCESS
Registration Number:	3254881	NORTHSTAR ACCESS
Registration Number:	1909459	SHERBURNE CABLE-COM, INC.
Registration Number:	1558456	SHERBURNE COUNTY RURAL TELEPHONE COMPANY
Registration Number:	1909460	SHERBURNE FIBER-COM, INC.
Registration Number:	1940151	SHERBURNE LONG DISTANCE, INC.
Registration Number:	1587206	SHERBURNE TEL-COM INC.
Registration Number:	1724259	SHERBURNE TEL-COM, INC.
Registration Number:	1813119	SHERBURNE TELE-SYSTEMS, INC.

**CORRESPONDENCE DATA**

Fax Number: (800)494-7512

**900166788**

**TRADEMARK  
 REEL: 004240 FRAME: 0880**

**OP \$290.00 3155351**

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 202-370-4761  
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Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F127808
NAME OF SUBMITTER:	Manuel F. Gomez
Signature:	/Manuel F. Gomez/
Date:	07/13/2010

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

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

June 25, 2010

WHEREAS, Lakedale Communications, LLC, a Minnesota limited liability company (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.

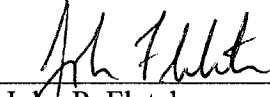
Upon termination of the Transaction Liens in the Trademark Collateral pursuant to the Security Agreement, the security interests granted hereby shall automatically terminate and be released, and the Grantee will, at the expense of the Lien Grantor, execute and deliver to the Lien Grantor such documents,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

LAKEDALE COMMUNICATIONS, LLC

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

Acknowledged:

JPMORGAN CHASE BANK, NA.,  
as Collateral Agent

By:   
Name: Christophe Vohmann  
Title: Executive Director

**Schedule 1  
To Trademark  
Security Agreement**

**LAKEDALE COMMUNICATIONS, LLC**

U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
COMPETITIVE PHONE AND BROADBAND INTERNET CONNECTIONS ETC.	3155351	10/10/2006
NORTHSTAR ACCESS	2157659	5/12/1998
NORTHSTAR ACCESS, Plus Design	2391845	10/3/2000
SHERBURNE CABLE-COM, INC., Plus Design	3254881	6/26/2007
SHERBURNE COUNTY RURAL TELEPHONE COMPANY, Plus Design	1909459	8/1/1995
SHERBURNE FIBER-COM, INC., Plus Design	1558456	7/4/1989
SHERBURNE LONG DISTANCE, INC., Plus Design	1909460	8/1/1995
SHERBURNE TEL-COM, INC.	1940151	12/5/1995
SIHERBURNE TEL-COM, INC., Plus Design	1587206	12/19/1989
SHERBURNE TELE-SYSTEMS, INC., Plus Design	1724259	10/13/1992
	1813119	12/21/1993

MINNESOTA TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
IZOOM SERIOUS INTERNET SPEED ALL YOUR OWN	33833	4/30/2003
BRIDEWAY VOICE CONFERENCING	32948	8/21/2002