

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377002

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OTELCO INC.		02/17/2016	Corporation:
RECEIVING PARTY DATA			
Name:	NEWSRING MEZZANINE CAPITAL III, L.P.		
Street Address:	555 E. LANCASTER CENTER		
Internal Address:	SUITE 444		
City:	RADNOR		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Partnership: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77583326	OTELCO	
Serial Number:	77583316	OT	
CORRESPONDENCE DATA			
Fax Number:	4122810717		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(412) 454-5000		
Email:	finkp@pepperlaw.com		
Correspondent Name:	PEPPER HAMILTON LLP		
Address Line 1:	500 GRANT STREET		
Address Line 2:	SUITE 5000		
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15219-2507		
ATTORNEY DOCKET NUMBER:	140856.6		
NAME OF SUBMITTER:	Prudence N. Fink		
SIGNATURE:	/Prudence N. Fink/		
DATE SIGNED:	03/17/2016		
Total Attachments: 3			
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ASSIGNMENT OF SECURITY INTEREST - - TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of February 17, 2016, by Otelco Inc. ("Assignor"), in favor of NewSpring Mezzanine Capital III, L.P., in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Assignee").

WHEREAS, the Assignor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated February 17, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor the Assignee; and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

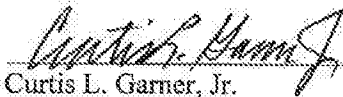
All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

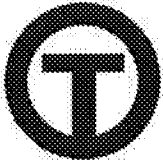
This Trademark Security Agreement shall be construed under and governed by the laws of the State of New York, and may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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

O TELCO INC.

By: 
Name: Curtis L. Garner, Jr.
Title: Chief Financial Officer and Secretary

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

<u>Trademark/ Service Mark</u>	<u>Application Filing / Registration Date</u>	<u>Reg. No.</u>	<u>Appl. Serial No.</u>	<u>Renewal Date</u>
OTELCO	10/01/2008	U.S. Reg. No. 3615841	U.S. Appl. Serial No. 77/583,326	5/7/2018 – 5/6/2019
	10/01/2008	U.S. Reg. No. 3615839	U.S. Appl. Serial No. 77/583,316	5/7/2018 – 5/6/2019