

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601219

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Consolidated Communications, Inc.		10/02/2020	Corporation: ILLINOIS
Consolidated Communications Enterprise Services, Inc.		10/02/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	1700 Lincoln St., 3rd Fl.
Internal Address:	MAC C7300-033
City:	Denver
State/Country:	COLORADO
Postal Code:	80203
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	4626023	ENVENTIS
Registration Number:	3989389	CONSOLIDATED COMMUNICATIONS
Registration Number:	3759437	CONNECT YOUR WORLD
Registration Number:	2776192	HICKORYTECH SUITESOLUTION
Registration Number:	2773888	SUITESOLUTION
Registration Number:	2650146	HICKORYTECH
Registration Number:	2687059	HICKORYTECH
Registration Number:	1887489	CONSOLIDATED
Registration Number:	2854253	SUREWEST LONG DISTANCE
Registration Number:	3151526	FAIRPOINT
Registration Number:	2409303	FAIR POINT COMMUNICATIONS
Registration Number:	2409304	FAIRPOINT COMMUNICATIONS
Registration Number:	2863533	SUREWEST COMMUNICATIONS
Registration Number:	2573581	
Registration Number:	2980053	FAIRPOINT

OP \$390.00 4626023

CORRESPONDENCE DATA**Fax Number:** 8009144240*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.***Phone:** 800-713-0755**Email:** Michael.Violet@wolterskluwer.com, ECarrera@cahill.com**Correspondent Name:** CT Corporation**Address Line 1:** 4400 Easton Commons Way**Address Line 2:** Suite 125**Address Line 4:** Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	10/05/2020

Total Attachments: 7

source=07. Cavalier - Trademark Security Agreement (Bank)#page1.tif

source=07. Cavalier - Trademark Security Agreement (Bank)#page2.tif

source=07. Cavalier - Trademark Security Agreement (Bank)#page3.tif

source=07. Cavalier - Trademark Security Agreement (Bank)#page4.tif

source=07. Cavalier - Trademark Security Agreement (Bank)#page5.tif

source=07. Cavalier - Trademark Security Agreement (Bank)#page6.tif

source=07. Cavalier - Trademark Security Agreement (Bank)#page7.tif

Trademark Security Agreement
Related to Credit Agreement

Trademark Security Agreement, dated as of October 2, 2020 by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Grantors are party to the Security Agreement dated as of October 2, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement at the request of the Collateral Agent;

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of its Obligations, each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following of such Grantor, whether now owned or hereafter acquired (the “Collateral”):

- (a) each Trademark of such Grantor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing;

provided that, in no event shall Collateral include Excluded Property.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon payment in full of all Obligations (other than any contingent indemnity obligations not then due and any Hedging Obligations and Cash Management Obligations), the termination of Commitments and the termination of each Letter of Credit (or cash collateralization or backstopping thereof on terms reasonably acceptable to the Collateral Agent), the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks and Proceeds thereof under this Trademark Security Agreement. The collateral pledge, grant, assignment, lien and security interest in the Trademarks and Proceeds thereof under this Trademark Security Agreement shall be automatically released in accordance with the terms of the Credit Agreement. A Grantor shall automatically be released from its obligations hereunder and the collateral pledge, grant, assignment, lien and security interest in the Trademarks and Proceeds thereof under this Trademark Security Agreement of such Grantor shall be automatically released upon any release of such Grantor's obligations under the Guaranty Agreement in accordance with the terms of the Credit Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the priority of the liens and security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement are expressly subject to the First Lien Intercreditor Agreement and (b) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the First Lien Intercreditor Agreement. If any conflict or inconsistency exists between this Trademark Security Agreement, on the one hand, and the First Lien Intercreditor Agreement, on the other hand, the First Lien Intercreditor Agreement shall govern.

SECTION 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the state of New York.

[signature pages follow]

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CONSOLIDATED COMMUNICATIONS, INC.

By: Steven L. Chubb
Name: STEVEN L. CHUBB
Title: CEO

CONSOLIDATED COMMUNICATIONS
ENTERPRISE SERVICES, INC.

By: Steven L. Chubb
Name: STEVEN L. CHUBB
Title: CEO

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By:  _____
Name: Paul Ingersoll
Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

OWNER	TRADEMARK	REG NO.
Consolidated Communications, Inc.	ENVENTIS	4,626,023
Consolidated Communications, Inc.	CONSOLIDATED COMMUNICATIONS	3,989,389
Consolidated Communications, Inc.	CONNECT YOUR WORLD	3,759,437
Consolidated Communications, Inc.	HICKORYTECH SUITESOLUTION	2,776,192
Consolidated Communications, Inc.	SUITESOLUTION	2,773,888
Consolidated Communications, Inc.	HICKORYTECH	2,650,146
Consolidated Communications, Inc.	HICKORYTECH	2,687,059
Consolidated Communications, Inc.	CONSOLIDATED	1,887,489
Consolidated Communications, Inc. (f/k/a SureWest Communications)	SUREWEST LONG DISTANCE	2,854,253
Consolidated Communications Enterprise Services, Inc. (f/k/a FairPoint Communications, Inc.)	FAIRPOINT	3,151,526
Consolidated Communications Enterprise Services, Inc. (f/k/a FairPoint Communications, Inc.)	FAIRPOINT COMMUNICATIONS	2,409,303
Consolidated Communications Enterprise Services, Inc. (f/k/a FairPoint Communications, Inc.)	FAIR POINT COMMUNICATIONS	2,409,304
Consolidated Communications, Inc. (f/k/a SureWest Communications)	SUREWEST COMMUNICATIONS	2,863,533
Consolidated Communications, Inc. (f/k/a SureWest Communications)	SUREWEST COMMUNICATIONS	2,573,581

OWNER	TRADEMARK	REG NO.
Consolidated Communications Enterprise Services, Inc. (f/k/a FairPoint Communications, Inc.)	FAIRPOINT	2,980,053