

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

CONVEYING PARTY DATA

Name	Execution Date
CRICKET COMMUNICATIONS, INC.	06/16/2006
LEAP WIRELESS INTERNATIONAL, INC.	06/16/2006
BACKWIRE.COM, INC.	06/16/2006
TELEPHONE ENTERTAINMENT NETWORK, INC.	06/16/2006
CHASETEL LICENSEE CORP.	06/16/2006
CRICKET LICENSEE (ALBANY), INC.	06/16/2006
CRICKET LICENSEE (COLUMBUS), INC.	06/16/2006
CRICKET LICENSEE (DENVER) INC.	06/16/2006
CRICKET LICENSEE (LAKELAND) INC.	06/16/2006
CRICKET LICENSEE (MACON), INC.	06/16/2006
CRICKET LICENSEE (NORTH CAROLINA) INC.	06/16/2006
CRICKET LICENSEE (PITTSBURGH) INC.	06/16/2006
CRICKET LICENSEE (REAUCTION), INC.	06/16/2006
CRICKET LICENSEE I, INC.	06/16/2006
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CRICKET LICENSEE III, INC.	06/16/2006
CRICKET LICENSEE IV, INC.	06/16/2006
CRICKET LICENSEE V, INC.	06/16/2006
CRICKET LICENSEE VI, INC.	06/16/2006
CRICKET LICENSEE VII, INC.	06/16/2006
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CRICKET LICENSEE X, INC.	06/16/2006
CRICKET LICENSEE XII, INC.	06/16/2006
CRICKET LICENSEE XIII, INC.	06/16/2006
CRICKET LICENSEE XIV, INC.	06/16/2006
CRICKET LICENSEE XV, INC.	06/16/2006
CRICKET LICENSEE XVI, INC.	06/16/2006
CRICKET LICENSEE XVII, INC.	06/16/2006
CRICKET LICENSEE XVIII, INC.	06/16/2006

PATENT

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REEL: 017818 FRAME: 0891

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CRICKET LICENSEE XIX, INC.	06/16/2006
CRICKET LICENSEE XX, INC.	06/16/2006
MCG PCS LICENSEE CORPORATION, INC.	06/16/2006
CRICKET HOLDINGS DAYTON, INC.	06/16/2006
CHASETEL REAL ESTATE HOLDING COMPANY, INC.	06/16/2006
CRICKET ALABAMA PROPERTY COMPANY	06/16/2006
CRICKET ARIZONA PROPERTY COMPANY	06/16/2006
CRICKET ARKANSAS PROPERTY COMPANY	06/16/2006
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CRICKET COLORADO PROPERTY COMPANY	06/16/2006
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CRICKET IDAHO PROPERTY COMPANY	06/16/2006
CRICKET ILLINOIS PROPERTY COMPANY	06/16/2006
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CRICKET NEBRASKA PROPERTY COMPANY	06/16/2006
CRICKET NEVADA PROPERTY COMPANY	06/16/2006
CRICKET NEW MEXICO PROPERTY COMPANY	06/16/2006
CRICKET NEW YORK PROPERTY COMPANY, INC.	06/16/2006
CRICKET NORTH CAROLINA PROPERTY COMPANY	06/16/2006
CRICKET OHIO PROPERTY COMPANY	06/16/2006
CRICKET OKLAHOMA PROPERTY COMPANY	06/16/2006
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CRICKET PENNSYLVANIA PROPERTY COMPANY	06/16/2006
CRICKET TEXAS PROPERTY COMPANY	06/16/2006
CRICKET UTAH PROPERTY COMPANY	06/16/2006
CRICKET WASHINGTON PROPERTY COMPANY	06/16/2006
CRICKET WISCONSIN PROPERTY COMPANY	06/16/2006
LEAP PCS MEXICO, INC.	06/16/2006

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	100 NORTH TRYON STREET
City:	CHARLOTTE
State/Country:	NORTH CAROLINA

Postal Code: 28255

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	11233894
Application Number:	10966272

CORRESPONDENCE DATA

Fax Number: (646)848-4455

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

Phone: 212-848-4455

Email: jlik@shearman.com

Correspondent Name: Jordan Altman

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP - IP Docketing

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 3232/493

NAME OF SUBMITTER: Jordan Altman

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated June 16, 2006, is made by the Persons listed on the signature page hereof (the "*Grantors*") in favor of Bank of America, N.A. as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Cricket Communications, Inc., a Delaware corporation, has entered into a Credit Agreement dated as of January 10, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Bank of America, N.A. ("*Bank of America*"), as Administrative Agent, Bank of America, 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, pursuant to the Credit Agreement, the Grantors and certain other Persons have executed and delivered that certain Security Agreement dated January 10, 2005 made by the Grantors and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") and that certain Intellectual Property Security Agreement dated January 10, 2005 (the "*IP Security Agreement*").

WHEREAS, the IP Security Agreement was recorded in the United States Patent and Trademark Office on February 17, 2005 at Reel/Frame 003131/0773 and at 016290/0577;

WHEREAS, under the terms of the Security Agreement, each Grantor has now granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of such Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement 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 "*Additional 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) all 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 foregoing or arising from any of the foregoing.

SECTION 2. Supplement to Security Agreement. Schedule VI to the Security Agreement has, pursuant to the amendment and restatement of the Security Agreement effective as of the date hereof and as affirmed by this IP Security Agreement Supplement, been supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for Obligations. This IP Security Agreement Supplement secures, in the case of each Grantor, the payment of all Obligations of such Grantor now or hereafter existing under the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise (all such Obligations being the “*Secured Obligations*”).

SECTION 4. 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 to record this IP Security Agreement Supplement.

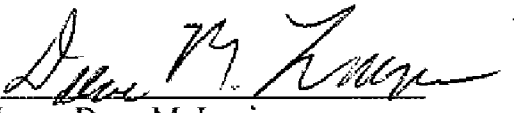
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantors do hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

Address for Notices:
10307 Pacific Center Court
San Diego, CA 92121

CRICKET COMMUNICATIONS, INC.

By: 
Name: Dean M. Luvisa
Title: Acting Chief Financial Officer

Address for Notices:
10307 Pacific Center Court
San Diego, CA 92121

LEAP WIRELESS INTERNATIONAL, INC.

By: 
Name: Dean M. Luvisa
Title: Acting Chief Financial Officer

Address for Notices:
10307 Pacific Center Court
San Diego, CA 92121

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CRICKET NEW YORK PROPERTY COMPANY, INC.
CRICKET NORTH CAROLINA PROPERTY
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CRICKET OKLAHOMA PROPERTY COMPANY
CRICKET OREGON PROPERTY COMPANY
CRICKET PENNSYLVANIA PROPERTY COMPANY
CRICKET TEXAS PROPERTY COMPANY
CRICKET UTAH PROPERTY COMPANY
CRICKET WASHINGTON PROPERTY COMPANY
CRICKET WISCONSIN PROPERTY COMPANY
LEAP PCS MEXICO, INC.

By: 
Name: Dean M. Luvisa
Title: Acting Chief Financial Officer

I. Patents and Patent Applications

Name	Owner (Source)	Serial No.	Patent No.	Earliest Priority Date
Operations Method for Providing Communication Services	Leap	11/233,894		10/23/2005
Network and System for Providing Wireless Communication Services and Network and System for Delivering Same	Leap	10/966,272		10/15/2004

II. Trademarks and Trademark Applications

<u>Trademark</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Serial No.</u>
Cricket Clicks word mark	Cricket	4/13/2006	76/658,393
Cricket Clicks and design	Cricket	4/13/2006	76/658,388
Airtime To Go	Cricket	4/03/2006	76/657,762
Clicks	Cricket	4/07/2006	76/657,985
Deja de Contar	Cricket	4/13/2006	76/656,387
Flex Bucket	Cricket	4/13/2006	76/658,386
Jump	Cricket	5/02/2006	76/874,891
Jump	Cricket	4/13/2006	76/658,392
Jump by Cricket	Cricket	4/13/2006	76/658,383
Jump by Cricket and design	Cricket	4/13/2006	76/658,391
K stylized	Cricket	4/13/2006	76/658,389
K stylized	Cricket	5/02/2006	78/874,889
Stop Counting, Go Cricket	Cricket	4/03/2006	76/658,123
Travel Time	Cricket	4/13/2006	76/658,385
Unlimited Access	Cricket	4/13/2006	76/658,384
Unlimited Basic	Cricket	4/13/2006	76/658,390
Unlimited Plus	Cricket	4/13/2006	76/658,394
Viva Cricket	Cricket	4/21/2006	76/658,817

III. Copyright Registrations and Applications

None.