

11-03-2000



101504191

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New 10-25-00

Resubmission (Non-Recordation)  
Document ID #

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year

Merger

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002167 FRAME: 0157

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved. #

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account  
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Ken Kerr - Attorney

10/20/2000

Name of Person Signing

Signature

Date Signed

UG-23-00 MON 08:57  
AUG-25-00 FRI 09:38

PHONETEL LEGAL DEPT

PHONETEL LEGAL DEPT

FAX NO. 2168754336

FAX NO.

FAX NO. 2168754336

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Foothill Capital Corporation  
2450 Colorado Avenue, Suite 3000 West  
Santa Monica, California 90404

August 22, 2000

Phonetel Technologies, Inc.  
Cherokee Communications, Inc.  
North Point Tower, 7th Floor  
1001 Lakeside Avenue  
Cleveland, Ohio 4114-1195

Re: Foothill Capital Corporation;  
Phonetel Technologies, Inc. and  
Cherokee Communications, Inc.

Ladies and Gentlemen:

Reference hereby is made to that certain Loan and Security Agreement, dated as of November 17, 1999, as amended by that certain Amendment Number One to Loan and Security Agreement, dated as of December 31, 1999 (as so amended and as further amended, restated, supplemented, or otherwise modified from time to time hereafter, the "Loan Agreement"), in each case, among Phonetel Technologies, Inc., an Ohio corporation ("Phonetel"), Cherokee Communications, Inc., a Texas corporation ("Cherokee", and together with Phonetel, each a "Borrower" and collectively, jointly and severally, the "Borrowers"), the lenders from time to time signatory thereto (the "Lenders"), and Foothill Capital Corporation, a California corporation, as agent for the Lenders (in such capacity, together with its successors, if any, in such capacity, "Agent"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

Borrowers have advised the Lender Group that Dobson Cellular Systems, Inc. ("Dobson") has approached the Borrowers regarding the sale of the following trademarks previously registered by the Borrowers with the Patent and Trademark Office: "TALK USA" [Registration No.: 1967759] and "1-800-TALK USA" [Registration No.: 1966219] (the "Proposed Disposition"). Anything in the Loan Agreement to the contrary notwithstanding, the Lenders hereby consent to the Proposed Disposition and the release of the Liens held by Agent, for the benefit of the Lenders, in those trademarks that are the subject of the Proposed Disposition; provided, however, that any such release shall be without any recourse, representation, or warranty whatsoever and shall not extend to the proceeds of the Proposed Disposition; provided, further, however, that the effectiveness of such consent and release shall be conditioned upon Agent's receipt of a counterpart of this letter duly executed by

AUG-28-00 MON 08:58  
AUG-25-00 FRI 09:38

PHONETEL LEGAL DEPT  
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each Borrower where indicated below and upon the prior or concurrent satisfaction of each of the following:

1. No Default or Event of Default has occurred and is continuing or, after giving effect to this letter agreement, would result from the consummation of the Proposed Disposition;
2. The Proposed Disposition shall have been consummated; and
3. Borrowers shall have delivered to Agent a copy of the executed agreement, together with all exhibits and schedules thereto, pursuant to which the Proposed Disposition is to be made, certified as being true, correct, and complete by an officer of Phonotel, and all other agreements or documents entered into or executed in connection with such agreement, and, in each case, the same shall be in form and substance satisfactory to Agent.

Upon the effectiveness of this letter agreement, (i) the Maximum Amount immediately and permanently shall be reduced by an amount equal to \$45,000, (ii) subject to the continuing Liens of Agent in the proceeds of the Proposed Disposition, Agent, on behalf of the Lender Group, hereby releases its Liens in those trademarks that are the subject of the Proposed Disposition without recourse, representation, or warranty whatsoever, and (iii) Agent, on behalf of the Lender Group, as promptly as practicable, shall execute and deliver to Borrowers such documents or instruments, in form and substance satisfactory to Agent, as Borrowers or Dobson shall reasonably request in form suitable for filing in the records of the U.S. Patent and Trademark Office to evidence the foregoing release and that, at Agent's election, Borrowers' prepare.

This letter agreement is limited to the specifics hereof, shall not apply with respect to any facts or occurrences other than those on which this letter agreement are based, shall not excuse future non-compliance with the Loan Agreement or any other Loan Document, (as they may from time to time be amended), shall not operate as a waiver or an amendment of any right, power or remedy of the Lender Group, nor as a consent to any further or other matter, under any of the Loan Documents.

This letter agreement may be executed in one or more counterparts and by different parties on separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this letter agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart hereof. Any party delivering an executed counterpart hereof by telefacsimile also shall deliver an original executed counterpart hereof, but the failure to so deliver an original executed counterpart hereof shall not affect the validity, enforceability, and binding effect hereof. This letter agreement is a Loan Document.

[Remainder of page left intentionally blank.]

AUG-23-00 MON 08:59  
AUG-25-00 FRI 09:39

PHONETEL LEGAL DEPT  
PHONETEL LEGAL DEPT

FAX NO. 2188754336  
FAX NO. 2188754338

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Please indicate your agreement with the foregoing by signing in the space provided below and returning to the undersigned.

Cordially,

**FOOTHILL CAPITAL CORPORATION,**  
a California corporation, as Agent and as a Lender

By: \_\_\_\_\_  
Name:  
Title:

**FOOTHILL PARTNERS III, L.P.,**  
a Delaware limited partnership, as a Lender

By: \_\_\_\_\_  
Its: Managing General Partner

**ABLECO FINANCE LLC,** a Delaware limited liability company, as a Lender and as agent for its successors and assigns

By: \_\_\_\_\_  
Name:  
Title:

ACKNOWLEDGED AND AGREED as of the date first above written:

**PHONETEL TECHNOLOGIES, INC.,**  
an Ohio corporation

By: John D. Chichester  
Name: John D. Chichester  
Title: President & Chief Executive Officer


**CHEROKEE COMMUNICATIONS, INC.,**  
a Texas corporation

By: John D. Chichester  
Name: John D. Chichester  
Title: President & Chief Executive Officer

Please indicate your agreement with the foregoing by signing in the space provided below and returning to the undersigned.

Cordially,

**FOOTHILL CAPITAL CORPORATION,**  
a California corporation, as Agent and as a Lender

By:   
Name: AMY LAM  
Title: VP / Account Executive

**FOOTHILL PARTNERS III, L.P.,**  
a Delaware limited partnership, as a Lender

By:   
Title: Managing General Partner

**ABLECO FINANCE LLC,** a Delaware limited liability company, as a Lender and as agent for its successors and assigns

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGED AND AGREED as of the date first above written:

**PHONETEL TECHNOLOGIES, INC.,**  
an Ohio corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CHEROKEE COMMUNICATIONS, INC.,**  
a Texas corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Please indicate your agreement with the foregoing by signing in the space provided below and returning to the undersigned.

Cordially,

**FOOTHILL CAPITAL CORPORATION,**  
a California corporation, as Agent and as a Lender

By: \_\_\_\_\_  
Name:  
Title:

**FOOTHILL PARTNERS III, L.P.,**  
a Delaware limited partnership, as a Lender

By: Jeff Nibon \_\_\_\_\_  
Its: **Managing General Partner**

**ABLECO FINANCE LLC,** a Delaware limited liability company, as a Lender and as agent for its successors and assigns

By: \_\_\_\_\_  
Name:  
Title:

ACKNOWLEDGED AND AGREED as of the date first above written:

**PHONETEL TECHNOLOGIES, INC.,**  
an Ohio corporation

By: \_\_\_\_\_  
Name:  
Title:

**CHEROKEE COMMUNICATIONS, INC.,**  
a Texas corporation

By: \_\_\_\_\_  
Name:  
Title: