

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	1/17/02 Assignment, Termination and Release of 2/23/99 Security Interest
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIT Lending Services Corporation		01/17/2002	CORPORATION:

RECEIVING PARTY DATA	
Name:	ING (U.S.) Capital, LLC, as agent for the lenders
Street Address:	333 South Grand Avenue
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	Limited Liability Company:

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2384835	SEACELL

CORRESPONDENCE DATA	
Fax Number:	(312)827-8185
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	rsmith@bellboyd.com
Correspondent Name:	Bell, Boyd & Lloyd LLC
Address Line 1:	P.O. Box 1135
Address Line 4:	Chicago, ILLINOIS 60690-1135

ATTORNEY DOCKET NUMBER:	108447-54
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NAME OF SUBMITTER:	Renato Smith, Esq.
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Total Attachments: 9
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ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "Agreement") is entered into by and between the parties designated as Assignor ("Assignor") and Assignee ("Assignee") above the signatures of such parties on the Schedule of Terms attached hereto and hereby made an integral part hereof (the "Schedule of Terms") and relates to that certain Credit Agreement described in the Schedule of Terms (said Credit Agreement, as amended, supplemented or otherwise modified to the date hereof and as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "Credit Agreement", the terms defined therein and not otherwise defined herein being used herein as therein defined) and that certain Forbearance Agreement and Forbearance Note described in the Schedule of Terms (said Forbearance Agreement and Forbearance Note, as amended, supplemented, or otherwise modified to the date hereof and as they may hereinafter be amended, supplemented, or otherwise modified from time to time, being the "Forbearance Documents").

IN CONSIDERATION of the agreements, provisions and covenants herein contained, the parties hereto hereby agree as follows:

SECTION 1. Assignment and Assumption.

(a) Effective upon the Settlement Date specified in Item 4 of the Schedule of Terms (the "Settlement Date"), Assignor hereby sells and assigns to Assignee, without recourse, representation or warranty (except as expressly set forth herein), and Assignee hereby purchases and assumes from Assignor, all of Assignor's rights and obligations as a Lender arising under the Credit Agreement and the other Loan Documents, including all of Assignor's Commitments and outstanding Loans, if any, thereunder and all of Assignor's rights and obligations, under the Forbearance Documents, which together represents, as of the Settlement Date, the percentage interest specified in Item 3 of the Schedule of Terms of all rights and obligations of Lenders arising under the Credit Agreement and the other Loan Documents with respect to the Commitments and any outstanding Loans and under the Forbearance Documents with respect to the obligations evidenced thereby (collectively, the "Assigned Share"). Without limiting the generality of the foregoing, the parties hereto hereby expressly acknowledge and agree that any assignment of all of Assignor's rights and obligations relating to Assignor's Revolving Loan Commitment shall include (i) in the event Assignor is an Issuing Lender with respect to any outstanding Letters of Credit (any such Letters of Credit being "Assignor Letters of Credit"), the sale to Assignee of a participation in the Assignor Letters of Credit and any drawings thereunder as contemplated by subsection 3.3C of the Credit Agreement and (ii) the sale to Assignee of a ratable portion of any participations previously purchased by Assignor pursuant to said subsection 3.3C with respect to any Letters of Credit other than the Assignor Letters of Credit.

(b) In consideration of the assignment described above, Assignee hereby agrees to pay to Assignor, on the Settlement Date, the Payment Amount specified in Item 4 of the Schedule of Terms, such payment to be made by wire transfer of immediately available funds in accordance with the applicable payment instructions set forth in Item 6 of the Schedule of Terms.

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized, such execution being made as of the Effective Date in the applicable spaces provided on the Schedule of Terms.

SCHEDULE OF TERMS

1. **Borrower:** S&P Cellular Holding, Inc.
2. **Name and Date of Credit Agreement and Forbearance Documents:** Credit Agreement dated as of December 14, 1995, as amended by each of the First Amendment dated as of December 31, 1996, the Second Amendment dated as of June 30, 1997, the Third Amendment dated as of June 12, 1998, the Fourth Amendment dated as of June 9, 2000 and the Fifth Amendment and Waiver Agreement dated as of November 17, 2000 (collectively, the "Credit Agreement"), by and among S&P Cellular Holding, Inc., the financial institutions listed therein as Lenders, and ING (U.S.) Capital LLC, as Agent.

Forbearance Agreement, dated as of September 18, 2001 (the "Forbearance Agreement"), among certain guarantors party thereto, certain financial institutions party thereto in their capacity as Lenders under the Credit Agreement, S&P Cellular Holding, Inc. and ING (U.S.) Capital LLC and the promissory note of S&P Cellular Holding, Inc. (the "Forbearance Note") issued pursuant thereto.

REDACTED

5. **Settlement Date:** January 17, 2002

6. **Payment Instructions:**

ASSIGNEE:

N/A

ASSIGNOR:

[on file with Assignee]

7. **Notice Addresses:**

ING Barings

333 South Grand Avenue
Suite 4200
Los Angeles, CA 90071
Attn: Loring Guessous

CIT Lending Services Corporation

c/o Tyco Capital Corporation
Structured Finance Communications and
Media
44 Whippany Road, Suite 160
Morristown, New Jersey 07962
Attn: Vice President – Credit
Fax:

With a copy to:

Vice President – Legal
Tyco Capital Structured Finance
Communications and Media
Fax: (973) 401-6762

With a second copy to:

Kenneth A. Peterson, Jr.
Bell, Boyd & Lloyd LLC
70 West Madison Street, Suite 3300
Chicago, Illinois 60602-4207
Telephone: (312) 807-4395
Fax: (312) 827-8147

ASSIGNEE:

CIT LENDING SERVICES
CORPORATION, an affiliate of Tyco
Capital Corporation

By: *John A. Tamburro*
Name: John A. Tamburro
Title: Vice President

ASSIGNOR:

ING (U.S.) CAPITAL LLC, as a Lender

By: _____
Name: _____
Title: _____

Accepted by Agent in accordance with
subsection 10.1B(ii) of the Credit
Agreement:

ING (U.S.) CAPITAL LLC, as Agent

By: _____
Name: _____
Title: _____

8. Signatures:

ASSIGNEE:

CIT LENDING SERVICES
CORPORATION, an affiliate of Tyco
Capital Corporation

By: _____
Name: _____
Title: _____

ASSIGNOR:

ING (U.S.) CAPITAL LLC, as a Lender

By: P. Y. Clinton
Name: Peter Y. Clinton
Title: Managing Director

Accepted by Agent in accordance with
subsection 10.1B(ii) of the Credit
Agreement:

ING (U.S.) CAPITAL LLC, as Agent

By: P. Y. Clinton
Name: Peter Y. Clinton
Title: Managing Director