

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lehman Commercial Paper Inc., as Administrative Agent		11/18/2004	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Triton PCS Operating Company L.L.C.
Street Address:	1100 Cassatt Road
City:	Berwyn
State/Country:	PENNSYLVANIA
Postal Code:	19312
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	75618959	THE ONLY PHONE COMPANY YOU'LL EVER NEED
Registration Number:	2437645	M-NET
Registration Number:	2464250	M-NET
Registration Number:	2448313	WE GET IT

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 455-2254
 Email: LLevy@stblaw.com
 Correspondent Name: Robyn Rahbar, Esq.
 Address Line 1: Simpson Thacher & Bartlett LLP
 Address Line 2: 425 Lexington Avenue
 Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	053114/1028
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NAME OF SUBMITTER:	Lea B. Levy
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OP \$115.00 75618959

Total Attachments: 4

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of November 18, 2004, from Lehman Commercial Paper Inc., a New York corporation, as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Triton PCS Operating Company, L.L.C. ("Obligor"), a Delaware limited liability company, with its principal place of business located at 1100 Cassatt Road, Berwyn, PA 19312.

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, dated as of June 13, 2003, made by the Grantors (as defined therein), including the Obligor, in favor of the Agent (the "Security Agreement"), with reference to the Guarantee Agreement, dated as of June 13, 2003 (the "Guarantee Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on February 19, 2004, at Reel 2797 and Frame 0694; and


WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement and Guarantee Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Guarantee Agreement and the Security Agreement.
2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.
3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

LEHMAN COMMERCIAL PAPER INC.

By: 
Name: _____
Title: **WILLIAM J. HUGHES**
MANAGING DIRECTOR

(Trademark Interest Termination and Release)

TRADEMARK
REEL: 002986 FRAME: 0326

STATE OF New York)
)
COUNTY OF New York)

ss.:

On this 17 day of November, 2004, before me personally appeared William Hughes to me known who, being by me duly sworn, did depose and say that he/she is Managing Director of Lehman Commercial Paper Inc., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by Lehman Commercial Paper Inc.

Marsha Grier
Notary Public, State of New York
No. 01GR6000642
Qualified in New York County
Commission Expires April 30, 2006

Marsha Grier
Notary Public

(Affix Seal Below)

[Trademark Interest Termination and Release]

Schedule A

U.S. Trademark Registrations & Applications

Title	Registration/ Application Number
THE ONLY PHONE COMPANY YOU'LL EVER NEED	75/618,959
M-NET	2,437,645
M-NET	2,464,250
WE GET IT	2,448,313