

2/17/05

02-28-2005

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

102949217

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CRICKET COMMUNICATIONS, INC

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: January 10, 2005

2. Name and Address of receiving party(ies)

Name: Bank of America, N.A.

Internal

Address:

Street Address: 100 North Tryon Street

City: Charlotte State: NC Zip: 28255

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State:

Other National Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached: Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See Attached

B. Trademark Registration No.(s)

See Attached

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Intellectual Property Docketing

Internal Address: SHEARMAN & STERLING LLP

Street Address: 599 Lexington Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 500.00

- Enclosed, Authorized to be charged to deposit account

8. If check is missing or otherwise insufficient, charge deposit account number:

50-0324

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Alexander M. Kim Name of Person Signing

Signature

February 15, 2005 Date

Total number of pages including cover sheet, attachments, and document:

16

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

02/28/2005 ECDOPER 00000141 76168257

01 FC:8521 02 FC:8522

40.00 DP 500.00 DP

# Continuation of Trademark Recordation Form Cover Sheet

## Continuation of Box 1:

<p>2. Name of conveying party(ies):</p> <p><b>LEAP WIRELESS INTERNATIONAL, INC.</b></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State</p> <p>3. Name of conveying party(ies):</p> <p><b>BACKWIRE.COM, INC.</b></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State</p> <p>4. Name of conveying party(ies):</p> <p><b>TELEPHONE ENTERTAINMENT NETWORK, INC.</b></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State</p> <p>5. Name of conveying party(ies):</p> <p><b>CHASETEL LICENSEE CORP.</b></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State</p> <p>6. Name of conveying party(ies):</p> <p><b>CRICKET LICENSEE (ALBANY), INC.</b></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State</p> <p>7. Name of conveying party(ies):</p> <p><b>CRICKET LICENSEE (COLUMBUS), INC.</b></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State</p> <p>8. Name of conveying party(ies):</p> <p><b>CRICKET LICENSEE (DENVER) INC.</b></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State</p>	<p>34. Name of conveying party(ies):</p> <p><b>MCG PCS LICENSEE CORPORATION, INC.</b></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State</p> <p>35. Name of conveying party(ies):</p> <p><b>CHASETEL REAL ESTATE HOLDING COMPANY, INC.</b></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State</p> <p>36. Name of conveying party(ies):</p> <p><b>CRICKET ALABAMA PROPERTY COMPANY</b></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State</p> <p>37. Name of conveying party(ies):</p> <p><b>CRICKET ARIZONA PROPERTY COMPANY</b></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State</p> <p>38. Name of conveying party(ies):</p> <p><b>CRICKET ARKANSAS PROPERTY COMPANY</b></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State</p> <p>39. Name of conveying party(ies):</p> <p><b>CRICKET CALIFORNIA PROPERTY COMPANY</b></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State</p> <p>40. Name of conveying party(ies):</p> <p><b>CRICKET COLORADO PROPERTY COMPANY</b></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State</p>
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9. Name of conveying party(ies):

**CRICKET LICENSEE (LAKELAND) INC.**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

10. Name of conveying party(ies):

**CRICKET LICENSEE (MACON), INC.**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

11. Name of conveying party(ies):

**CRICKET LICENSEE (NORTH CAROLINA) INC.**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

12. Name of conveying party(ies):

**CRICKET LICENSEE (PITTSBURGH) INC.**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

13. Name of conveying party(ies):

**CRICKET LICENSEE (REAUCTION), INC.**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

14. Name of conveying party(ies):

**CRICKET LICENSEE I, INC.**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

15. Name of conveying party(ies):

**CRICKET LICENSEE II, INC.**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

16. Name of conveying party(ies):

**CRICKET LICENSEE III, INC.**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

41. Name of conveying party(ies):

**CRICKET FLORIDA PROPERTY COMPANY**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

42. Name of conveying party(ies):

**CRICKET GEORGIA PROPERTY COMPANY, INC.**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

43. Name of conveying party(ies):

**CRICKET IDAHO PROPERTY COMPANY**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

44. Name of conveying party(ies):

**CRICKET ILLINOIS PROPERTY COMPANY**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

45. Name of conveying party(ies):

**CRICKET INDIANA PROPERTY COMPANY**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

46. Name of conveying party(ies):

**CRICKET KANSAS PROPERTY COMPANY**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

47. Name of conveying party(ies):

**CRICKET KENTUCKY PROPERTY COMPANY**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

48. Name of conveying party(ies):

**CRICKET MICHIGAN PROPERTY COMPANY**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

17. Name of conveying party(ies):

**CRICKET LICENSEE IV, INC.**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

18. Name of conveying party(ies):

**CRICKET LICENSEE V, INC.**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

19. Name of conveying party(ies):

**CRICKET LICENSEE VI, INC.**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

20. Name of conveying party(ies):

**CRICKET LICENSEE VII, INC.**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State
- Other \_\_\_\_\_

21. Name of conveying party(ies):

**CRICKET LICENSEE VIII, INC.**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

22. Name of conveying party(ies):

**CRICKET LICENSEE IX, INC.**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

23. Name of conveying party(ies):

**CRICKET LICENSEE X, INC.**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

24. Name of conveying party(ies):

**CRICKET LICENSEE XII, INC.**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

49. Name of conveying party(ies):

**CRICKET MINNESOTA PROPERTY COMPANY**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

50. Name of conveying party(ies):

**CRICKET MISSISSIPPI PROPERTY COMPANY**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

51. Name of conveying party(ies):

**CRICKET NEBRASKA PROPERTY COMPANY**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

52. Name of conveying party(ies):

**CRICKET NEVADA PROPERTY COMPANY**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

53. Name of conveying party(ies):

**CRICKET NEW MEXICO PROPERTY COMPANY**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

54. Name of conveying party(ies):

**CRICKET NEW YORK PROPERTY COMPANY, INC.**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

55. Name of conveying party(ies):

**CRICKET NORTH CAROLINA PROPERTY COMPANY**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

56. Name of conveying party(ies):

**CRICKET OHIO PROPERTY COMPANY**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

25. Name of conveying party(ies):

**CRICKET LICENSEE XIII, INC.**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

26. Name of conveying party(ies):

**CRICKET LICENSEE XIV, INC.**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

27. Name of conveying party(ies):

**CRICKET LICENSEE XV, INC.**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

28. Name of conveying party(ies):

**CRICKET LICENSEE XVI, INC.**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

29. Name of conveying party(ies):

**CRICKET LICENSEE XVII, INC.**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

30. Name of conveying party(ies):

**CRICKET LICENSEE XVIII, INC.**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

31. Name of conveying party(ies):

**CRICKET LICENSEE XIX, INC.**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

32. Name of conveying party(ies):

**CRICKET LICENSEE XX, INC.**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

57. Name of conveying party(ies):

**CRICKET OKLAHOMA PROPERTY COMPANY**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

58. Name of conveying party(ies):

**CRICKET OREGON PROPERTY COMPANY**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

59. Name of conveying party(ies):

**CRICKET PENNSYLVANIA PROPERTY COMPANY**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

60. Name of conveying party(ies):

**CRICKET TEXAS PROPERTY COMPANY**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

61. Name of conveying party(ies):

**CRICKET UTAH PROPERTY COMPANY**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

62. Name of conveying party(ies):

**CRICKET WASHINGTON PROPERTY COMPANY**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

63. Name of conveying party(ies):

**CRICKET WISCONSIN PROPERTY COMPANY**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

64. Name of conveying party(ies):

**LEAP PCS MEXICO, INC.**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State

33. Name of conveying party(ies):

**CRICKET HOLDINGS DAYTON, INC.**

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State

**Continuation of Box 4:**

**Application Numbers**

76/168,257	76/169,838	76/149,674	76/238,741	76/149,639
76/149,590	76/208,885	76/210,783	76/603,202	76/168,683

**Registration Numbers**

2,552,557	2,440,470	2,363,820	2,363,821	2,423,003	2,532,708
2,493,901	2,359,370	2,359,369	2,359,368	2,616,479	

**NO ADDITIONAL PAGES**

**EXHIBIT I**  
**to the CREDIT AGREEMENT,**  
**AS SEPARATELY EXECUTED**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated January 10, 2005, is made by the Persons listed on the signature pages hereof (collectively, 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, as a condition precedent to the making of Loans and the issuance of Letters of Credit by the Lenders under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated January 10, 2005 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement 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 "*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) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, 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) 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 Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. This IP Security Agreement 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 3. 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 record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does 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 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.



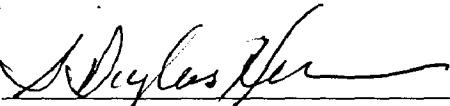
SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

CRICKET COMMUNICATIONS, INC.

Address for Notices:

10307 Pacific Center Court  
San Diego, CA 92121

By:   
Name: S. Douglas Hutcheson  
Title: Chief Financial Officer

Address for Notices:


10307 Pacific Center Court  
San Diego, CA 92121

LEAP WIRELESS INTERNATIONAL, INC.  
TELEPHONE ENTERTAINMENT NETWORK, INC.  
CHASETEL LICENSEE CORP.  
CRICKET LICENSEE (ALBANY), INC.  
CRICKET LICENSEE (COLUMBUS), INC.  
CRICKET LICENSEE (DENVER) INC.  
CRICKET LICENSEE (LAKELAND) INC.  
CRICKET LICENSEE (MACON), INC.  
CRICKET LICENSEE (NORTH CAROLINA) INC.  
CRICKET LICENSEE (PITTSBURGH) INC.  
CRICKET LICENSEE (REAUCTION), INC.  
CRICKET LICENSEE I, INC.  
CRICKET LICENSEE II, INC.  
CRICKET LICENSEE III, INC.  
CRICKET LICENSEE IV, INC.  
CRICKET LICENSEE V, INC.  
CRICKET LICENSEE VI, INC.  
CRICKET LICENSEE VII, INC.  
CRICKET LICENSEE VIII, INC.  
CRICKET LICENSEE IX, INC.  
CRICKET LICENSEE X, INC.  
CRICKET LICENSEE XII, INC.  
CRICKET LICENSEE XIII, INC.  
CRICKET LICENSEE XIV, INC.  
CRICKET LICENSEE XV, INC.  
CRICKET LICENSEE XVI, INC.  
CRICKET LICENSEE XVII, INC.  
CRICKET LICENSEE XVIII, INC.  
CRICKET LICENSEE XIX, INC.  
CRICKET LICENSEE XX, INC.  
CRICKET HOLDINGS DAYTON, INC.  
MCG PCS LICENSEE CORPORATION, INC.  
CHASETEL REAL ESTATE HOLDING COMPANY,  
INC.  
CRICKET ALABAMA PROPERTY COMPANY  
BACKWIRE.COM, INC.

TRADEMARK

REEL: 003131 FRAME: 0782

CRICKET ARIZONA PROPERTY COMPANY  
CRICKET ARKANSAS PROPERTY COMPANY  
CRICKET CALIFORNIA PROPERTY COMPANY  
CRICKET COLORADO PROPERTY COMPANY  
CRICKET FLORIDA PROPERTY COMPANY  
CRICKET GEORGIA PROPERTY COMPANY, INC.  
CRICKET IDAHO PROPERTY COMPANY  
CRICKET ILLINOIS PROPERTY COMPANY  
CRICKET INDIANA PROPERTY COMPANY  
CRICKET KANSAS PROPERTY COMPANY  
CRICKET KENTUCKY PROPERTY COMPANY  
CRICKET MICHIGAN PROPERTY COMPANY  
CRICKET MINNESOTA PROPERTY COMPANY  
CRICKET MISSISSIPPI PROPERTY COMPANY  
CRICKET NEBRASKA PROPERTY COMPANY  
CRICKET NEVADA PROPERTY COMPANY  
CRICKET NEW MEXICO PROPERTY COMPANY  
CRICKET NEW YORK PROPERTY COMPANY, INC.  
CRICKET NORTH CAROLINA PROPERTY  
COMPANY  
CRICKET OHIO PROPERTY COMPANY  
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: S. Douglas Hutcheson  
Title: Chief Financial Officer

## INTELLECTUAL PROPERTY

## I. Patents and Patent Applications

Name	Owner (Source)	Serial No.	Patent No.	Earliest Priority Date
Business Method for Providing Wireless Communication Services and Network and System for Delivering Same	State Street Bank (Cricket)	09/772,066		10/20/00
Improved Operations Method for Providing Wireless Communication Services and Network and System for Delivering Same	State Street Bank (Cricket)	09/772,065 10/045,635		10/20/00 10/19/01
Improved Method for Providing Wireless Communication Services and Network and System for Delivering of Same System and Method for Providing Wireless Communication Services	State Street Bank (Cricket)  Leap	09/772,067  10/045,635	6,813,497	10/20/00 10/20/00 10/19/01
Object-Oriented Method for Matching Clients Together with Server According to Attributes Included in Joint Request	Leap	08/822,289	5,828,843	3/21/96
Network Match Maker Based on Communication Attributes Between Requestors	Leap	08/822,785	5,894,556	3/21/96
Network Match Maker	Leap	08/821,279	6,128,660	3/21/96
Network Match Maker	Leap	09/578,683	6,345,297	3/21/96
Latency Server and Matchmaker	Leap	08/915,545	6,038,599	4/23/97
Latency Server and Matchmaker	Leap	09/524,516	6,304,902	4/23/97
Method and Apparatus for Match Making	Leap	08/876,953	6,023,729	5/5/97

Name	Owner (Source)	Serial No.	Patent No.	Earliest Priority Date
Method and System for Providing Interactive Services Over a Wireless Network Method and System for Mediating Interactive Services Over a Wireless Communications Network	Leap Leap Leap	09/885,964 09/989,909 09/989,985		11/22/00 11/22/00
Method and System for Improving the Efficiency of State Information Transfer Over a Wireless Communications Network	Leap	09/885,977		4/13/01
Method and System to Facilitate Interaction Between and Content Delivery to Users of a Wireless Communication Network	Leap	09/833,656		4/13/01
Knowledge Based Information Retrieval System for Wireless Communication Device (My Aladdin)	Leap (Neopoint)	09/768,305		1/25/00
Location-Based Information Retrieval System for Wireless Communication Device (My Aladdin)	Leap	09/384,686		1/26/99
System and Method for Enhanced Wireless Communication Features (My Aladdin)	Leap (Neopoint)	09/753,411	6,813,502	1/26/99
Knowledge-Based Information Retrieval System and Method for Wireless Communication Device (My Aladdin)	Leap (Neopoint)	09/494,188 09/995,250	6,405,034	1/28/00
System and Method for Sending Local Information from a Wireless Browser to a Web Server (My Aladdin)	Leap (Neopoint)	09/526,105		3/15/01
System and Method for Displaying the Location of a Wireless Communication Device (My Aladdin)	Leap (Neopoint)	09/537,952	6,609,005	3/28/00
Voice Attachment to an E-Mail Using a Wireless Communications Device	Leap (Neopoint)	09/881,671		3/29/01
Dynamically Defined Context Sensitive Jump Menu (My Aladdin)	Leap (Neopoint)	09/893,629		5/21/01

Name	Owner (Source)	Serial No.	Patent No.	Earliest Priority Date
System and Method for Sampling Audio Recording on a Wireless Communication Device (My Aladdin)	Leap (Neopoint)	09/865,551	6,751,454	5/29/01
Method of Converting HTML/XML to HDML/WML in Real-Time for display on Mobile Devices (My Aladdin)	Leap (Neopoint)	09/566,619		5/8/00
System and Method for Locating and Tracking Mobile Telephone Devices via the Internet (My Aladdin)	Leap (Neopoint)	09/566,596	6,456,854	5/8/00
System and Method for Attaching Advertisement to an SMS Message for Wireless Transmission (My Aladdin)	Leap (Neopoint)	09/399,376	6,381,465	9/20/99
System and Method for Providing Targeting Messages Based Upon Wireless Mobile Location (Spotcast)	Leap (Spotcast)	09/213,387	6,647,257	1/21/98
Computer Network Page Advertising Method (Spotcast)	Leap (Spotcast)	09/574,254		5/19/00
Remote Performance Measurement	Leap			
Adaptive Heuristic User Model (Leap) (Adaptively modify users' profiles marry adaptive profile to virtual search engine filtering and driving content while ensuring privacy) System and Method for Adaptive User Communication Device	Leap	10/624,085		7/23/02
Maintain Prior Art Database	Leap			
HearMe				
Wireless Communication Handoff Method and System Employing Such	Leap	10/350,162		1/23/03
Server Group Messaging System for interactive Applications	MPath	08/896,797	6,018,766	1/25/97
Server Group Messaging System for interactive Applications	HearMe	08/407,371	6,226,686	9/28/99
Server Group Messaging System for interactive Applications	MPath	08/595,323	5,822,523	2/1/96
System And Method For Providing Targeted Messages Based On Wireless Mobile Location	Leap	Hong Kong 02104133.8		12/10/98
System And Method For Providing Targeted Messages Based On Wireless Mobile Location	Leap	Mexico 2001/005819		12/10/98
System And Method For Providing Targeted Messages Based On Wireless Mobile Location	Leap	Japan 2000- 587549		12/10/98

Name	Owner (Source)	Serial No.	Patent No.	Earliest Priority Date
Wireless Communication Handoff Method And System Employing Such	Leap	May file in Canada until 7/23/05		1/23/02

SCHEDULE B

**II. Domain Names and Trademark Registrations and Applications**

Trademark	Owner	Registration No.	Registration Date
Leap Mobil	Leap	2,552,557	3/26/2002
Local Magic	Neopoint	2,440,470	4/3/2001
Cricket Communications	Cricket	2,363,820	7/4/2000
Cricket Comfortable	Cricket	2,363,821	7/4/2000
Wireless Around Town	Cricket	2,423,003	1/23/2001
Phone Around	Cricket	2,532,708	1/22/2002
Town Phone	Cricket	2,493,901	10/2/2001
Cricket	Cricket	2,359,370	6/20/2000
Cricket	Cricket	2,359,369	6/20/2000
Cricket Communications	Cricket	2,359,368	6/20/2000
Backwire Logo	Leap	2,616,479	9/10/2002

Trademark Applications

<u>Trademark</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Serial No.</u>
Electric Green Color	Cricket	11/20/2000	76/168257
Electric Green Couch Design	Cricket	11/20/2000	76/169838
Chirp Sound	Leap	10/18/2000	76/149674
Slice	Leap	4/10/2001	76/238741
Leap Word Mark	Leap	10/18/2000	76/149639
Leap Word Mark	Leap	10/18/2000	76/149590
Leap Logo	Leap	2/13/2001	76/208885
L Design	Leap	2/15/2001	76/210783
Cricket Logo	Cricket	7/16/2004	76/603202

