

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Foothill, Inc.		02/13/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Velocita Wireless, L.P. (f/k/a Cingular Interactive, L.P.)		
Street Address:	10 Woodbridge Center Drive		
City:	Woodbrige		
State/Country:	NEW JERSEY		
Postal Code:	07095		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78499179	VELOCITA	
Serial Number:	78499239	VELOCITA WIRELESS	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2127562388		
Email:	daniel.angel@srz.com		
Correspondent Name:	Daniel Angel, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	081403/0009		
NAME OF SUBMITTER:	Daniel Angel, Esq.		
Signature:	/sas for da/		
Date:	02/21/2006		

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Total Attachments: 3

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**TERMINATION AND RELEASE
OF SECURITY INTERESTS IN TRADEMARKS**

TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS (“Release”), dated as of February 13, 2006, by **WELLS FARGO FOOTHILL, INC.** (the “Agent”) for itself and the other lending institutions which are parties to that certain Credit Agreement dated as of October 22, 2004 (as amended and in effect from time to time, the “Credit Agreement”), among Velocita Wireless, L.P. (formerly Cingular Interactive, L.P.) (the “Borrower”), Velocita Wireless Holding Corp. (formerly Interactive Acquisition Inc.) (“Parent”), Velocita Wireless Holding LLC (formerly Interactive Acquisition LLC) (“Intermediate Parent”), the Agent and the Lenders party thereto. Capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement.


WHEREAS, pursuant to the terms of that certain Trademark Security Agreement, dated as of October 22, 2004, between Borrower, Parent, Intermediate Parent (each of the Borrower, Parent and Intermediate Parent referred to herein from time to time as an “Assignor” and collectively, as the “Assignors”), and Agent, and recorded with the United States Patent and Trademark Office (“PTO”) on or about November 12, 2004 (Reel Number 3077 and Frame Number 0246), (the “Trademark Agreement”), each Assignor for the purpose of securing certain obligations of the Borrower to the Agent, on behalf of itself and the lenders party thereto, granted a security interest in and lien on all of its trademarks, trademark registrations and associated goodwill, including, without limitation, the Trademark Collateral (as defined in the Trademark Agreement; such Trademark Collateral listed as Exhibit A hereto); and

WHEREAS, the Agent, on behalf of itself and each Lender, has agreed to terminate and release its security interest and all of its right, title and interest in the Trademark Collateral as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, on behalf of itself and each Lender, hereby terminates and releases the Trademark Agreement and all of the Agent’s right, title and interest in and to the Trademark Collateral, including, without limitation, the trademarks listed on Exhibit A attached hereto, effective as of the date set forth above. Agent further agrees to execute and deliver to Assignors, at the sole cost and expense of the Assignors, any and all further documents or instruments and do any and all further acts which Assignors (or Assignors’ agents or designees) reasonably request in order to confirm this Release.

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**WELLS FARGO FOOTHILL, INC., as
Agent**

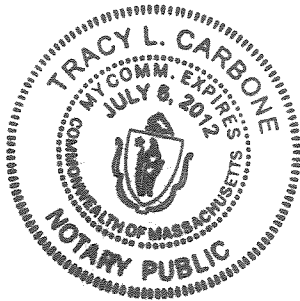
By: 
Title: V.P.

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF) *Massachusetts*
MASSACHUSETTS)

COUNTY OF *Suffolk*)

On this 13 day of February, 2006, before me, the undersigned notary public, personally appeared *Ronald Cote*, proved to me through satisfactory evidence of identification, which were *personal knowledge*, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose (as *vice president* for Wells Fargo Foothill, Inc., a California corporation).



[Handwritten Signature]

Notary Public *7/8/2012* *Tracy L. Carbone*
My Commission Expires: