

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rural Cellular Corporation		05/03/2006	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Lehman Commercial Paper, Inc.		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Administrative Agent:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78689721	THE WAY WIRELESS SHOULD BE	
CORRESPONDENCE DATA			
Fax Number:	(612)339-6686		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(612) 347-0443		
Email:	ipmsd@moss-barnett.com		
Correspondent Name:	Marsha Stolt of Moss & Barnett, P.A.		
Address Line 1:	90 So. Seventh St.		
Address Line 2:	4800 Wells Fargo Ctr]		
Address Line 4:	Minneapolis, MINNESOTA 55402-4129		
ATTORNEY DOCKET NUMBER:	24083.5044		
NAME OF SUBMITTER:	Marsha Stolt, Esq.		
Signature:	/ms/		
Date:	05/03/2006		

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Total Attachments: 4

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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Notice"), dated as of March 25, 2004, made by Rural Cellular Corporation, a Minnesota corporation on behalf of itself and its subsidiaries (the "Grantor"), in favor of Lehman Commercial Paper Inc., as Administrative Agent (in such capacity, together with its successors, the "Administrative Agent").

WHEREAS, the Grantor is the owner of the trademarks and service marks set forth on Schedule 1 attached hereto, including the associated registrations and applications for registration set forth in Schedule 1 attached hereto (collectively, the "Trademarks"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement dated as of March 25, 2004 by and among the Grantor, each of its subsidiaries a party thereto and the Administrative Agent (the "Guarantee and Collateral Agreement"), the Grantor granted, assigned and conveyed to the Administrative Agent a security interest in, and lien on, certain intellectual property owned by the Grantor, including the Trademarks and the goodwill of the business symbolized by the Trademarks and all products and proceeds of the foregoing (collectively, the "Trademark Collateral"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor is executing and delivering to Administrative Agent this Notice for purposes of filing the same with the United States Patent and Trademark Office (the "PTO") to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Guarantee and Collateral Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Guarantee and Collateral Agreement, the Grantor hereby grants, assigns and conveys to Administrative Agent a security interest in, and lien on the Trademark Collateral, provided that the grant of security interest shall not include any Trademark that may be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the validity of such Trademark.

The Grantor hereby acknowledges the sufficiency and completeness of this Notice to create the security interest in the Trademark Collateral and to grant the same to the Administrative Agent, and the Grantor hereby requests the relevant trademark office and/or governing body to file and record the same together with the annexed Schedule 1.

The Grantor and the Administrative Agent hereby acknowledge and agree that the security interest in the Trademark Collateral may only be terminated in accordance with the terms of the Guarantee and Collateral Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Notice to be duly executed and delivered as of the date first above written.

RURAL CELLULAR CORPORATION

By: Wesley E. Schultz

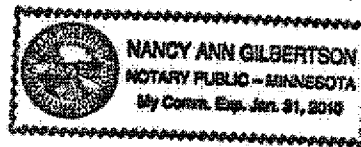
Name: Wesley E. Schultz

Title: Executive Vice President and Chief Financial Officer

STATE OF Minnesota)
COUNTY OF Douglas) ss.:

On this 3rd day of May, 2016 before me personally came Wesley E. Schultz, to me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that he is the EUP/CFD of Rural Cellular Corporation; he signed the instrument in the name of Rural Cellular Corporation; and he had the authority to sign the instrument on behalf of Rural Cellular Corporation.

Nancy A. Gilbertson
Notary Public



Schedule 1

Mark: THE WAY WIRELESS SHOULD BE

Serial No.: 78-689,721

Filing Date: August 10, 2005

Goods/ Services: Installation and repair of telecommunication equipment (Class 37);

Telecommunication services, namely, cellular and wireless telephone service; transmission of voice, data, information, images, signals and messages via telephone and the Internet; providing telecommunications connections over the Internet, namely, electronic mail, voice mail and messaging services; paging services; audio teleconferencing services; providing telecommunications connections to the Internet via a phone; providing access to the Internet via a telecommunications network; outcall notification services; electronic store-and-forward messaging; leasing of telecommunications equipment, components and systems (Class 38);

Electronic storage of messages and data (Class 39).