

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CRICKET COMMUNICATIONS, INC.		01/30/2007	CORPORATION:
LEAP WIRELESS INTERNATIONAL, INC.		01/30/2007	CORPORATION:
BACKWIRE.COM, INC.		01/30/2007	CORPORATION:
TELEPHONE ENTERTAINMENT NETWORK, INC.		01/30/2007	CORPORATION:
CRICKET LICENSEE (REAUCTION), INC.		01/30/2007	CORPORATION:
CRICKET LICENSEE I, INC.		01/30/2007	CORPORATION:
CHASETEL REAL ESTATE HOLDING COMPANY, INC.		01/30/2007	CORPORATION:
CRICKET ALABAMA PROPERTY COMPANY		01/30/2007	CORPORATION:
CRICKET ARIZONA PROPERTY COMPANY		01/30/2007	CORPORATION:
CRICKET ARKANSAS PROPERTY COMPANY		01/30/2007	CORPORATION:
CRICKET CALIFORNIA PROPERTY COMPANY		01/30/2007	CORPORATION:
CRICKET COLORADO PROPERTY COMPANY		01/30/2007	CORPORATION:
CRICKET FLORIDA PROPERTY COMPANY		01/30/2007	CORPORATION:
CRICKET IDAHO PROPERTY COMPANY		01/30/2007	CORPORATION:
CRICKET ILLINOIS PROPERTY COMPANY		01/30/2007	CORPORATION:
CRICKET INDIANA PROPERTY COMPANY		01/30/2007	CORPORATION:
CRICKET KANSAS PROPERTY COMPANY		01/30/2007	CORPORATION:
CRICKET KENTUCKY PROPERTY COMPANY		01/30/2007	CORPORATION:

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CRICKET MICHIGAN PROPERTY COMPANY		01/30/2007	CORPORATION:
CRICKET MINNESOTA PROPERTY COMPANY		01/30/2007	CORPORATION:
CRICKET MISSISSIPPI PROPERTY COMPANY		01/30/2007	CORPORATION:
CRICKET NEBRASKA PROPERTY COMPANY		01/30/2007	CORPORATION:
CRICKET GEORGIA PROPERTY COMPANY, INC.		01/30/2007	CORPORATION:
CRICKET NEVADA PROPERTY COMPANY		01/30/2007	CORPORATION:
CRICKET NEW MEXICO PROPERTY COMPANY		01/30/2007	CORPORATION:
CRICKET NEW YORK PROPERTY COMPANY, INC.		01/30/2007	CORPORATION:
CRICKET NORTH CAROLINA PROPERTY COMPANY		01/30/2007	CORPORATION:
CRICKET OHIO PROPERTY COMPANY		01/30/2007	CORPORATION:
CRICKET OKLAHOMA PROPERTY COMPANY		01/30/2007	CORPORATION:
CRICKET OREGON PROPERTY COMPANY		01/30/2007	CORPORATION:
CRICKET PENNSYLVANIA PROPERTY COMPANY		01/30/2007	CORPORATION:
CRICKET TEXAS PROPERTY COMPANY		01/30/2007	CORPORATION:
CRICKET UTAH PROPERTY COMPANY		01/30/2007	CORPORATION:
CRICKET WASHINGTON PROPERTY COMPANY		01/30/2007	CORPORATION:
CRICKET WISCONSIN PROPERTY COMPANY		01/30/2007	CORPORATION:
LEAP PCS MEXICO, INC.		01/30/2007	CORPORATION:

**RECEIVING PARTY DATA**

Name:	BANK OF AMERICA, N.A.
Street Address:	100 NORTH TRYON STREET
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	NATIONAL BANKING ASSOCIATION:

PROPERTY NUMBERS Total: 2

**TRADEMARK**  
**REEL: 003481 FRAME: 0187**

Property Type	Number	Word Mark
Registration Number:	2554505	CRICKET COMMUNICATIONS
Serial Number:	77078234	CRICKET WIRELESS

**CORRESPONDENCE DATA**

Fax Number: (646)848-4455  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-848-4455  
Email: jlik@shearman.com  
Correspondent Name: Jordan Altman  
Address Line 1: 599 Lexington Avenue  
Address Line 2: Shearman & Sterling LLP  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	3232/493
NAME OF SUBMITTER:	Jordan Altman
Signature:	/JORDAN ALTMAN/
Date:	02/13/2007

**Total Attachments: 7**

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**FORM OF INTELLECTUAL PROPERTY SECURITY AGREEMENT  
SUPPLEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated January 30, 2007 is made by the Person listed on the signature page hereof (the "*Grantor*") 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 an Amended and Restated Credit Agreement dated as of June 16, 2006 (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, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain Amended and Restated Security Agreement dated June 16, 2006 made by the Grantor and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") and that certain Amended and Restated Intellectual Property Security Agreement dated June 16, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement 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, the 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) 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) all 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 foregoing or arising from any of the foregoing.

SECTION 2. Supplement to Security Agreement. Schedule VI to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for Obligations. This IP Security Agreement Supplement 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 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.


SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The 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 Additional 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 Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

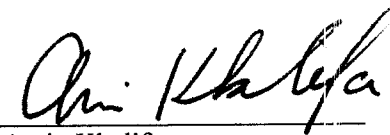
Address for Notices:  
10307 Pacific Center Court  
San Diego, CA 92121

CRICKET COMMUNICATIONS, INC.

By:   
Name: Amin Khalifa  
Title: Chief Financial Officer

Address for Notices:  
10307 Pacific Center Court  
San Diego, CA 92121

LEAP WIRELESS INTERNATIONAL, INC.

By:   
Name: Amin Khalifa  
Title: Chief Financial Officer

Address for Notices:  
10307 Pacific Center Court  
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CRICKET NEBRASKA PROPERTY COPANY  
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: Amin Khalifa  
Title: Chief Financial Officer

**Schedule A**

**Patents and Patent Applications**

Name	Owner (Source)	Serial No.	Patent No.
Method and System for Mediating Interactive Services Over a Wireless Communications Network	Leap	11/032,303	
Business Method for Providing Wireless Communication Services and Network and System for Delivering Same	Leap	11/529,074	
Method and System to Facilitate Interaction Between and Content Delivery to Users of a Wireless Communications Network	Leap	11/400,783	
Method for Providing Wireless Communication Services and Network and System for Delivering Same	Leap	11/511,176	
Computer Network Page Advertising Method	Leap	11/191,172	
Operations Method for Providing Wireless Communication Services and Network and System for Delivering Same	Leap	11/331,453	
Adaptive Communication Data Retrieval System	Leap (Neopoint)	11/400,803	
Adaptive Communication Data Retrieval System	Leap (Neopoint)	11/599,782	
System and Method for Providing Wireless Communication Services	Cricket	11/635,807	
Method and System for Improving the Efficiency of State Information Transfer over a Wireless Communications Network	Leap	11/200,599	
Method and System for Providing Interactive Services over a Wireless Communications Network	Leap	11/635,804	



**Schedule B**

**Trademarks and Trademark Applications**

<u>Trademark</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>
Cricket	Cricket	2,554,505	4/2/2002

<u>Trademark</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Application Filing Date</u>
Cricket Wireless	Cricket	77/078,234	1/8/2007

**Copyright Registrations and Applications**

None.