

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
Alltel Communications, Inc.		11/16/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Citibank, N.A., as Administrative Agent
Street Address:	388 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	National Association:

PROPERTY NUMBERS Total: 48

Property Type	Number	Word Mark
Registration Number:	2597140	A WHOLE NEW WAY TO TALK
Registration Number:	1484634	ALLCALL
Registration Number:	1322561	ALLTEL
Registration Number:	3326791	ALLTEL
Registration Number:	2889280	ALLTEL CONNECT
Registration Number:	2546949	ALWAYS UP2DATE GUARANTEE
Registration Number:	3149924	ANYTIME PLAN CHANGES
Registration Number:	2674534	ARE YOU CONNECTED?
Registration Number:	2797904	BOOM2BOOM
Registration Number:	2862740	
Registration Number:	2788950	BUSINESS FREEDOM
Registration Number:	3155165	COME AND GET YOUR LOVE
Registration Number:	2877354	DO WE THINK ALIKE OR WHAT?
Registration Number:	3061252	ECOSMART

OP \$1215.00 2597140

Registration Number:	2522404	FAMILY FREEDOM
Registration Number:	2817295	FAMILY FREEDOM NETWORK
Registration Number:	2857107	FAMILY TO FAMILY MINUTES
Registration Number:	2601058	FIRST FAN BUZZ
Registration Number:	2860209	FLEXIBLE FREEDOM
Registration Number:	2884413	FREE TO ROAM MINUTES
Registration Number:	3013361	GREATER FREEDOM
Registration Number:	2756251	IT'S GETTING AROUND
Registration Number:	2834405	LOCAL FREEDOM
Registration Number:	3175228	LOVE EVERY MINUTE
Registration Number:	2509501	METROTALK
Registration Number:	3274989	MY CIRCLE
Registration Number:	2704524	NATIONAL FREEDOM
Registration Number:	2566998	PIG PALACE
Registration Number:	2778012	REGIONAL FREEDOM
Registration Number:	2706986	SIMPLE FREEDOM
Registration Number:	2668955	SPEECHLESS
Registration Number:	2706987	TOTAL FREEDOM
Registration Number:	2994472	TOUCH2TALK
Registration Number:	2492343	WEB-UNWIRED
Registration Number:	2478088	WEB-UNWIRED
Registration Number:	2710881	WIRELESS ON WHEELS
Registration Number:	2815187	YOU GOT THAT RIGHT.
Registration Number:	3320654	YOUR MINUTE REMINDER
Registration Number:	2579044	CLEAR WAVE
Registration Number:	2556358	CLEARLY DIGITAL
Registration Number:	2771740	MIDWEST WIRELESS
Registration Number:	2346311	MIDWEST WIRELESS COMMUNICATIONS L.L.C.
Registration Number:	2482923	MIDWEST WIRELESS COMMUNICATIONS L.L.C.
Registration Number:	3100818	ONEWAVE
Registration Number:	2661292	REALM
Registration Number:	2849783	WE ANSWER TO YOU
Serial Number:	77323938	ALLTEL
Serial Number:	77323940	ALLTEL

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive

Address Line 2: Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038611-0083
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	11/16/2007

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 16, 2007, among ALLTEL COMMUNICATIONS, INC., a Delaware corporation (the “**Borrower**”), certain Subsidiaries of AllTel Corporation, a Delaware corporation and parent of Borrower (the “**Parent**”), from time to time party hereto and CITIBANK, N.A., as Administrative Agent for the Secured Parties (as defined in the Credit Agreement).

Reference is made to the Pledge and Security Agreement dated as of November 16, 2007 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Borrower, certain Subsidiaries of the Parent from time to time thereto and the Administrative Agent. The Secured Parties’ agreements in respect of extensions of credit to the Borrower are set forth in the Credit Agreement dated as of November 16, 2007 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, Parent, CITIBANK, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, and each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”). Each of the Subsidiaries party hereto is an affiliate of the Borrower and will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Article I of the Credit Agreement also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment in full and performance of the Obligations, each Grantor, pursuant to and in accordance with the Security Agreement, did and hereby pledges and grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a lien on and security interest in and to all right, title and interest in, to or under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, Internet domain names, trade dress, logos, designs and general intangibles of a like nature, fictitious business names, other source or business identifiers, now existing or hereafter adopted or acquired, including without limitation, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered or common law trademarks and service marks used by a Grantor and (b) all goodwill connected with the use of and symbolized thereby, and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

Section 3. Termination. This Agreement is made to secure the satisfactory payment and performance of the Obligations. This Trademark Security Agreement and the security interest granted hereby shall terminate with respect to all of a Grantor’s Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Grantor’s obligations thereunder. The Administrative Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to any Grantor as such Grantor may request,

an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such satisfactory payment, the Administrative Agent shall reasonably cooperate with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Representations and Warranties. The Borrower represents and warrants, as to itself and the other Grantors, to the Administrative Agent and the Secured Parties, that a true and correct list of all of the existing Trademark Collateral consisting of U.S. Trademark registrations or applications owned by the Grantor, in whole or in part, is set forth in Schedule I.

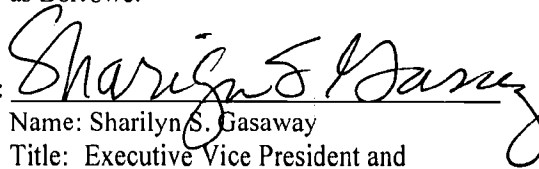
Section 6. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 7. Miscellaneous. The provisions of Article VI of the Security Agreement are hereby incorporated by reference.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ALLTEL COMMUNICATIONS, INC.,
as Borrower

By: 
Name: Sharilyn S. Gasaway
Title: Executive Vice President and
Chief Financial Officer

Signature Page for
Trademark Security Agreement

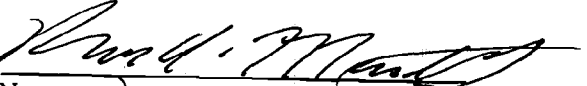
TRADEMARK
REEL: 003663 FRAME: 0545

**EACH OF THE GRANTORS LISTED ON
ANNEX A HERETO**

By: Sharilyn S. Gasaway
Name: Sharilyn S. Gasaway
Title: Authorized Signatory

Signature Page for
Trademark Security Agreement

CITIBANK, N.A.,
as Administrative Agent

By: 
Name: ROSS A. MACINTYRE
Title: Vice President /
Managing Director

Signature Page for
Trademark Security Agreement

Annex A

List of Parent Subsidiaries and Borrower Subsidiaries that are Grantors

1. ACI Procurement Company LP
2. ALLTEL Cellular Associates of Arkansas Limited Partnership
3. Alltel Communications Finance, Inc.
4. ALLTEL Communications Investments, Inc.
5. ALLTEL Communications of Michigan RSA #4, Inc.
6. ALLTEL Communications of Michigan RSA #6 Cellular Limited Partnership
7. ALLTEL Communications of Michigan RSAs, Inc.
8. ALLTEL Communications of Mississippi RSA #2, Inc.
9. ALLTEL Communications of Mississippi RSA #6, Inc.
10. ALLTEL Communications of Mississippi RSA #7, Inc.
11. ALLTEL Communications of Nebraska, Inc.
12. ALLTEL Communications of New Mexico, Inc.
13. ALLTEL Communications of North Arkansas, Inc.
14. ALLTEL Communications of North Louisiana Cellular Limited Partnership
15. ALLTEL Communications of Ohio No. 2, Inc.
16. ALLTEL Communications of Ohio No. 3, Inc.
17. ALLTEL Communications of Petersburg, Inc.
18. ALLTEL Communications of Pine Bluff, LLC
19. ALLTEL Communications of Saginaw, Inc.
20. ALLTEL Communications of South Arkansas, Inc.
21. ALLTEL Communications of Southern Michigan Cellular Limited Partnership
22. ALLTEL Communications of Southern Michigan, Inc.
23. ALLTEL Communications of Southwest Arkansas Cellular Limited Partnership
24. ALLTEL Communications of Texarkana, Inc.
25. ALLTEL Communications of Texas Limited Partnership
26. ALLTEL Communications of the Southwest Limited Partnership
27. ALLTEL Communications of Virginia No. 1, Inc.
28. ALLTEL Communications of Virginia, Inc.
29. ALLTEL Communications Southwest Holdings, Inc.
30. ALLTEL Communications Wireless of Louisiana, Inc.
31. ALLTEL Communications Wireless, Inc.
32. ALLTEL Communications, Inc.
33. Alltel Group
34. Alltel Group LLC
35. Alltel Incentives LLC
36. ALLTEL International Holding, Inc.
37. ALLTEL Investments, Inc.
38. ALLTEL Mobile of Louisiana, LLC
39. ALLTEL Newco LLC
40. ALLTEL Ohio Limited Partnership
41. ALLTEL Properties, LLC
42. ALLTEL Remote Access, Inc.
43. ALLTEL Telelink, Inc.

44. ALLTEL Wireless Holdings of Nebraska, Inc.
45. ALLTEL Wireless Holdings, LLC
46. ALLTEL Wireless of Alexandria, LLC
47. ALLTEL Wireless of LaCrosse, LLC
48. ALLTEL Wireless of Michigan RSA #1 and RSA #2, Inc.
49. ALLTEL Wireless of Mississippi RSA #5, LLC
50. ALLTEL Wireless of North Louisiana, LLC
51. ALLTEL Wireless of Shreveport, LLC
52. ALLTEL Wireless of Texarkana, LLC
53. ALLTEL Wireless of Wisconsin Appleton-Oshkosh- Neenah MSA, LLC
54. ALLTEL Wireless of Wisconsin RSA #1, LLC
55. ALLTEL Wireless of Wisconsin RSA #10, LLC
56. ALLTEL Wireless of Wisconsin RSA #2, LLC
57. ALLTEL Wireless of Wisconsin RSA #3, LLC
58. ALLTEL Wireless of Wisconsin RSA #6, LLC
59. ALLTEL Wireless of Wisconsin RSA #8, LLC
60. Appleton-Oshkosh-Neenah MSA Limited Partnership
61. Cellular of Southern Illinois, Inc.
62. Celutel, Inc.
63. Central Florida Cellular Telephone Company, Inc.
64. Control Communications Industries, Inc.
65. CP National Corporation
66. Dynalex, Inc.
67. Eau Claire Cellular Telephone Limited Partnership
68. Eau Claire Cellular, Inc.
69. First Wireless, LLC
70. Great Western Cellular Holdings, LLC
71. ID Holding, LLC
72. KIN Network, Inc.
73. Midwest Wireless Communications L.L.C.
74. Midwest Wireless Holdings L.L.C.
75. Midwest Wireless Iowa L.L.C.
76. Midwest Wireless Wisconsin L.L.C.
77. Minford Cellular Telephone Company
78. MVI Corp.
79. N12AR, LLC
80. North-West Cellular of Eau Claire, Inc.
81. Ocean Technology International, Inc.
82. Ocean Technology, Inc.
83. Pacific Telecom Cellular of Washington, Inc.
84. Pacific Telecom Cellular, Inc.
85. Pascagoula Cellular Services, Inc.
86. Radiofone, Inc.
87. RCTC Wholesale Corporation
88. Saginaw Bay Cellular Company
89. Six Zulu Echo, LLC
90. Southern Illinois Cellular Corp.
91. Southern Illinois RSA Partnership
92. Switch 2000 LLC
93. Telecor Cellular, Inc.

94. Tucson 21 Cellular Limited Partnership
95. UC/PTC of Wisconsin, LLC
96. Universal Cellular, Inc.
97. Virginia Cellular LLC
98. Western CLEC Corporation
99. Western COG Corporation
100. Western Wireless International Austria Corporation
101. Western Wireless International Bolivia III Corporation
102. Western Wireless International Corporation
103. Western Wireless International Georgia Corporation
104. Western Wireless International Ghana Corporation
105. Western Wireless International Haiti Corporation
106. Western Wireless International Holding Corporation
107. Western Wireless International Ivory Coast Corporation
108. Western Wireless International Ivory Coast II Corporation
109. Western Wireless International Kosovo Corporation
110. Western Wireless International SakSat Corporation
111. Western Wireless International Slovenia Corporation
112. Western Wireless International Slovenia II Corporation
113. Western Wireless LLC
114. WWC CLEC Holding Corporation
115. WWC Holding Co., Inc.
116. WWC License Holding LLC
117. WWC License LLC
118. WWC Systems Purchasing Corporation
119. WWC Texas RSA Holding Corporation
120. WWC Texas RSA Limited Partnership
121. Youngstown-Warren MSA Limited Partnership

Schedule I
to Trademark Security Agreement Supplement

UNITED STATES TRADEMARKS AND SERVICE MARKS

Mark	Serial No.	Registration No.	Reg. Date	Grantor
A WHOLE NEW WAY TO TALK	76/133929	2597140	07/23/02	Alltel Communications, Inc.
ALLCALL	73/669915	1484634	04/12/88	Alltel Communications, Inc.
ALLTEL	73/452981	1322561	02/26/85	Alltel Communications, Inc.
alltel (stylized)	78/745154	3326791	10/30/07	Alltel Communications, Inc.
ALLTEL CONNECT	78/306486	2889280	09/28/04	Alltel Communications, Inc.
ALWAYS UP2DATE GUARANTEE	76/222753	2546949	03/12/02	Alltel Communications, Inc.
ANYTIME PLAN CHANGES	78/579974	3149924	09/26/06	Alltel Communications, Inc.
ARE YOU CONNECTED?	76/345872	2674534	01/14/03	Alltel Communications, Inc.
BOOM2BOOM	78/214837	2797904	12/23/03	Alltel Communications, Inc.
BOOMERANG Design	78/247306	2862740	7/13/04	Alltel Communications, Inc.
BUSINESS FREEDOM	78/202177	2788950	12/02/03	Alltel Communications, Inc.
COME AND GET YOUR LOVE	78579975	3155165	10/10/06	Alltel Communications, Inc.
DO WE THINK ALIKE OR WHAT?	78/246286	2877354	08/24/04	Alltel Communications, Inc.
ECOSMART	78477257	3061252	2/21/2006	Alltel Communications, Inc.
FAMILY FREEDOM	76/222752	2522404	12/25/01	Alltel Communications, Inc.
FAMILY FREEDOM NETWORK	78/213258	2817295	02/24/04	Alltel Communications, Inc.
FAMILY TO FAMILY MINUTES	78/305906	2857107	06/22/04	Alltel Communications, Inc.
FIRST FAN BUZZ	76/334997	2601058	07/30/02	Alltel Communications, Inc.
FLEXIBLE FREEDOM	78/250150	2860209	07/06/04	Alltel Communications, Inc.
FREE TO ROAM MINUTES	78/305904	2884413	09/14/04	Alltel Communications, Inc.
GREATER FREEDOM	78481658	3013361	11/08/05	Alltel Communications, Inc.
IT'S GETTING AROUND	78163949	2756251	08/26/03	Alltel Communications, Inc.
LOCAL FREEDOM	78/189097	2834405	04/20/04	Alltel Communications, Inc.
LOVE EVERY MINUTE	78578608	3175228	11/21/06	Alltel Communications, Inc.

Mark	Serial No.	Registration No.	Reg. Date	Grantor
METROTALK	76/133930	2509501	11/20/01	Alltel Communications, Inc.
MY CIRCLE	78912225	3274989	08/07/07	Alltel Communications, Inc.
NATIONAL FREEDOM	76/429195	2704524	04/08/03	Alltel Communications, Inc.
PIG PALACE	76159032	2566998	5/7/02	Alltel Communications, Inc.
REGIONAL FREEDOM	78/189114	2778012	10/28/03	Alltel Communications, Inc.
SIMPLE FREEDOM	76/429196	2706986	04/15/03	Alltel Communications, Inc.
SPEECHLESS	76/381787	2668955	12/31/02	Alltel Communications, Inc.
TOTAL FREEDOM	76/429197	2706987	04/15/03	Alltel Communications, Inc.
TOUCH2TALK	78/355819	2994472	9/13/2005	Alltel Communications, Inc.
WEB-UNWIRED	76/083521	2492343	09/25/01	Alltel Communications, Inc.
WEB-UNWIRED and design	76/121298	2478088	08/14/01	Alltel Communications, Inc.
WIRELESS ON WHEELS	76/360214	2710881	04/19/03	Alltel Communications, Inc.
YOU GOT THAT RIGHT.	78/246303	2815187	02/17/04	Alltel Communications, Inc.
YOUR MINUTE REMINDER	78755033	3320654	10/23/07	Alltel Communications, Inc.
CLEAR WAVE	75466858	2579044	06/11/02	Alltel Communications, Inc.
CLEARLY DIGITAL	75466859	2556358	04/02/02	Alltel Communications, Inc.
MIDWEST WIRELESS	78177215	2771740	10/07/03	Alltel Communications, Inc.
MIDWEST WIRELESS COMMUNICATIONS L.L.C.	75301736	2346311	05/02/00	Alltel Communications, Inc.
MIDWEST WIRELESS COMMUNICATIONS L.L.C.	75567292	2482923	08/28/01	Alltel Communications, Inc.
ONEWAVE	78662116	3100818	06/06/06	Alltel Communications, Inc.
REALM	76013961	2661292	12/17/02	Alltel Communications, Inc.
WE ANSWER TO YOU	78233125	2849783	06/01/04	Alltel Communications, Inc.
FIRST CELLULAR	73/651779	1465996	11/17/1987	Southern Illinois RSA Partnership
FIRST CELLULAR	75/871038	2526671	1/8/2002	Southern Illinois RSA Partnership
ONE2ONE MINUTES	78395771	2989244	08/30/2005	Western Wireless Corporation
OPENDOOR	78342396	2913282	12/21/04	Western Wireless Corporation
WESTERN WIRELESS and design	74587130	1938340	11/28/95	Western Wireless Corporation

Mark	Serial No.	Registration No.	Reg. Date	Grantor
WESTERN WIRELESS and design	76381609	2736129	07/15/03	Western Wireless Corporation

UNITED STATES PENDING TRADEMARK APPLICATIONS

Mark	Serial No.	Grantor
ALLTEL (Standard Characters/Block Letters)	77323938	ALLTEL Communications, Inc.
ALLTEL (Stylized and/or design)	77323940	ALLTEL Communications, Inc.