

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
Cricket Communications, Inc.		01/30/2008	CORPORATION:
Leap Wireless International, Inc.		01/30/2008	CORPORATION:
Cricket Licensee 2007, LLC		01/30/2008	LIMITED LIABILITY COMPANY:
Cricket Licensee (Reacution), Inc.		01/30/2008	CORPORATION:
Cricket Licensee I, Inc.		01/30/2008	CORPORATION:
Chasetel Real Estate Holding Company, Inc.		01/30/2008	CORPORATION:
Cricket Alabama Property Company		01/30/2008	CORPORATION:
Cricket Arizona Property Company		01/30/2008	CORPORATION:
Cricket Arkansas Property Company		01/30/2008	CORPORATION:
Cricket California Property Company		01/30/2008	CORPORATION:
Cricket Colorado Property Company		01/30/2008	CORPORATION:
Cricket Florida Property Company		01/30/2008	CORPORATION:
Cricket Georgia Property Company, Inc.		01/30/2008	CORPORATION:
Cricket Idaho Property Company		01/30/2008	CORPORATION:
Cricket Illinois Property Company		01/30/2008	CORPORATION:
Cricket Indiana Property Company		01/30/2008	CORPORATION:
Cricket Kansas Property Company		01/30/2008	CORPORATION:
Cricket Kentucky Property Company		01/30/2008	CORPORATION:
Cricket Michigan Property Company		01/30/2008	CORPORATION:
Cricket Minnesota Property Company		01/30/2008	CORPORATION:
Cricket Mississippi Property Company		01/30/2008	CORPORATION:
Cricket Nebraska Property			

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Company		01/30/2008	CORPORATION:
Cricket Nevada Property Company		01/30/2008	CORPORATION:
Cricket New Mexico Property Company		01/30/2008	CORPORATION:
Cricket New York Property Company, Inc.		01/30/2008	CORPORATION:
Cricket North Carolina Property Company		01/30/2008	CORPORATION:
Cricket Ohio Property Company		01/30/2008	CORPORATION:
Cricket Oklahoma Property Company		01/30/2008	CORPORATION:
Cricket Oregon Property Company		01/30/2008	CORPORATION:
Cricket Pennsylvania Property Company		01/30/2008	CORPORATION:
Cricket Texas Property Company		01/30/2008	CORPORATION:
Cricket Utah Property Company		01/30/2008	CORPORATION:
Cricket Washington Property Company		01/30/2008	CORPORATION:
Cricket Wisconsin Property Company		01/30/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	1201 Main St # 900
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	N.A.:

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3344776	FLEX BUCKET
Registration Number:	3264633	JUMP
Registration Number:	3272164	K
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

TRADEMARK
REEL: 003713 FRAME: 0318

Correspondent Name: Shirley A. Wang
Address Line 1: 599 Lexington Avenue
Address Line 2: Intellectual Property Docketing
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 03232-00493

NAME OF SUBMITTER: Shirley A. Wang

Signature: /Shirley A. Wang/

Date: 02/05/2008

Total Attachments: 7
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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated January 30, 2008 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 I 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.

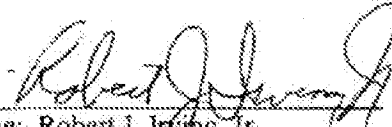
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral 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: Robert J. Irving, Jr.
Title: Senior Vice President

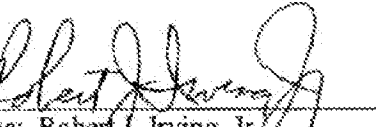
Address for Notices:
10307 Pacific Center Court
San Diego, CA 92121

LEAP WIRELESS INTERNATIONAL, INC.

By: 
Name: Robert J. Irving, Jr.
Title: Senior Vice President

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

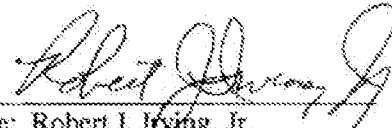
CRICKET LICENSEE 2007, LLC
By Cricket Licensee (Reauction), Inc.
its sole member and manager

By: 
Name: Robert J. Irving, Jr.
Title: Senior Vice President

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

CRICKET LICENSEE (REAUCTION), INC.
CRICKET LICENSEE I, INC.
CHASETEL REAL ESTATE HOLDING COMPANY,
INC.
CRICKET ALABAMA PROPERTY COMPANY
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 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

By: 
 Name: Robert J. Irving, Jr.
 Title: Senior Vice President

Schedule A: Patents and Patent Applications Acquired in Fiscal 2007

Name	Owner (Source)	Serial No.	Patent No.	Earliest Priority Date
Single Port Dual Antenna	Cricket	11/951,190		12/5/07

Schedule B: Trademark Registrations and Trademark Applications Acquired in Fiscal 2007

<u>Trademark</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>
Flex Bucket	Cricket	3,344,776	11/27/2007
Jump	Cricket	3,264,633	5/1/2007
K stylized	Cricket	3,272,164	7/31/2007

Trademark Applications

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

Schedule C: Copyright Registrations and Applications Acquired in Fiscal 2007

None.