

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Lehman Commercial Paper Inc.		02/21/2008	CORPORATION: NEW YORK

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Affiliate License Co., L.L.C.
<b>Street Address:</b>	1100 Cassatt Road
<b>City:</b>	Berwyn
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19312
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 24**

Property Type	Number	Word Mark
Registration Number:	2370076	EVERYTHING UNDER THE SUN
Registration Number:	2367621	SUNCOM
Registration Number:	2576959	SUNCOM
Registration Number:	2831052	SUNCOM
Registration Number:	2576974	SUNCOM CONNECT
Registration Number:	2793440	SUNCOM FYI
Registration Number:	2886969	SUNCOM INET
Registration Number:	2793501	SUNCOM KEEP TALKING
Registration Number:	2796493	SUNCOM PREPAID TO GO
Registration Number:	2793422	SUNCOM STATES
Registration Number:	2887121	SUNCOM SUBSCRIPTION WIRELESS
Registration Number:	2796672	SUNCOM SUPERSTATES
Registration Number:	2796492	SUNCOM TO GO
Registration Number:	2793470	SUNCOM UNLIMITED

**OP \$615.00 2370076**

Registration Number:	2887120	SUNCOM UNPLAN
Registration Number:	2793471	SUNCOM USA
Registration Number:	2793536	SUNCOM WELCOME HOME
Registration Number:	2860451	SUNCOM WIRELESS
Serial Number:	76125169	MY SUNCOM
Serial Number:	76174529	SUNCOM I.NOTES
Serial Number:	76297144	SUNCOM IPLAY
Serial Number:	76297129	SUNCOM ISPEAK
Serial Number:	76568457	SUNCOM NUMBER SECURE
Serial Number:	76615320	SUNCOM PAY AHEAD

**CORRESPONDENCE DATA**

Fax Number: (202)776-4981  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (202) 776-2929  
Email: trademark@dowlohnes.com  
Correspondent Name: Mitchell H. Stabbe  
Address Line 1: 1200 New Hampshire Avenue, N.W.  
Address Line 2: Suite 800  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

NAME OF SUBMITTER:	Mitchell H. Stabbe
Signature:	/Mitchell H. Stabbe/
Date:	02/22/2008

**Total Attachments: 5**  
source=Affiliate License Security Interest Release#page1.tif  
source=Affiliate License Security Interest Release#page2.tif  
source=Affiliate License Security Interest Release#page3.tif  
source=Affiliate License Security Interest Release#page4.tif  
source=Affiliate License Security Interest Release#page5.tif

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE, dated as of February \_\_\_\_\_, 2008, from Lehman Commercial Paper Inc., a New York corporation, as administrative agent (the "Agent") on behalf of the several banks and other financial institutions (the "Lenders"), to Affiliate License Co., L.L.C., a Delaware limited liability company (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, dated as of November 18, 2004, among SunCom Wireless, Inc. (f/k/a Triton PCS Inc.), the Guarantors named therein and the Agent (the "Security Agreement") and the Grant of Security Interest in Trademark Rights, dated as of November 18, 2004, between the Agent and the Grantor, in favor of the Agent on behalf of the Lenders, a continuing security interest (the "Security Interest") was granted by the Grantor to the Lenders in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, a Notice of Security Interests in Trademarks was recorded in the Assignment Division of the United States Patent and Trademark Office on December 8, 2004, at Reel 2986 and Frame 0345; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby agrees and acknowledges as follows:

1. Definitions. The term "Trademark Collateral" as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges, without recourse, representation or warranty, its Security Interest in the Trademark Collateral. The Agent acknowledges and agrees that the Security Agreement has been terminated. The Agent hereby authorizes and requests the Director of Patents and Trademarks of the United States of America to record this Termination and Release against the Trademark Collateral.

3. Authority. The Agent hereby represents and warrants that it has full authority to execute and deliver this Termination and Release.

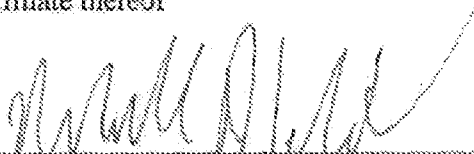
4. Governing Law. This Termination and Release shall be governed by and construed in accordance with the law of the State of New York.

5. Successors. This Termination and Release shall be binding upon the Agent's representatives, successors, assigns and transferees.

6. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination and release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

LEHMAN COMMERCIAL PAPER INC.,  
or an affiliate thereof

By:   
Name: Randall Braumfeld  
Title: Authorized Signatory

STATE OF NEW YORK)

ss.:

COUNTY OF NEW YORK)

On this 21 day of February, 2008, before me personally appeared Randall Braunfeld, to me known who, being by me duly sworn, did depose and say that he/she is Authorized Signatory of Lehman Commercial Paper Inc., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by Lehman Commercial Paper Inc.



Notary Public, Nelvadia Hatcher

(Affix Seal Below)

NELVADIAHATCHER  
Notary Public, State of New York  
Registration # 6111A6082085  
Qualified in Kings County  
Commission Expires October 21, 20 10

Schedule A

U.S. Trademark Registrations & Applications

U.S. Trademark Registrations

Trademark Registration	Registration Number
EVERYTHING UNDER THE SUN	2,370,076
SUNCOM	2,367,621
SUNCOM	2,576,959
SUNCOM and DESIGN	2,831,052
SUNCOM CONNECT	2,576,974
SUNCOM FYI	2,793,440
SUNCOM INET	2,886,969
SUNCOM KEEP TALKING	2,793,501
SUNCOME PREPAID TO GO	2,796,493
SUNCOM STATES	2,793,422
SUNCOM SUBSCRIPTION WIRELESS	2,887,121
SUNCOM SUPERSTATES	2,796,672
SUNCOM TO GO	2,796,492
SUNCOM UNLIMITED	2,793,470
SUNCOM UNPLAN	2,887,120
SUNCOM USA	2,793,471
SUNCOM WELCOME HOME	2,793,536
SUNCOM WIRELESS and DESIGN	2,860,451

U.S. Trademark Applications

Trademark Applications	Application Number
MY SUNCOM	76/125,169
SUNCOM I NOTES (Stylized)	76/174,529
SUNCOM IPLAY	76/297,144
SUNCOM ISPEAK	76/297,129
SUNCOM NUMBER SECURE	76/568,457
SUNCOM PAY AHEAD	76/615,320