

**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           |
|----------------------------|----------|----------------|-----------------------|
| NE Colorado Cellular, Inc. |          | 05/07/2010     | CORPORATION: COLORADO |

**RECEIVING PARTY DATA**

|                 |   |
|-----------------|---|
| Name:           | RBS Citizens, N.A.                          |
| Street Address: | 1200 Hancock Street                         |
| City:           | Quincy                                      |
| State/Country:  | MASSACHUSETTS                               |
| Postal Code:    | 02169                                       |
| Entity Type:    | National Banking Association: UNITED STATES |

|                 |   |
|-----------------|---|
| Name:           | U.S. Bank National Association              |
| Street Address: | 1420 Fifth Avenue, 7th Floor                |
| City:           | Seattle                                     |
| State/Country:  | WASHINGTON                                  |
| Postal Code:    | 98101                                       |
| Entity Type:    | National Banking Association: UNITED STATES |

**PROPERTY NUMBERS Total: 14**

| Property Type  | Number   | Word Mark                     |
|----------------|----------|-------------------------------|
| Serial Number: | 78903737 | VIAERO PREPAID WIRELESS 2 GO! |
| Serial Number: | 78756247 | VIAERO WIRELESS               |
| Serial Number: | 78756267 |                               |
| Serial Number: | 78756219 | VIAERO WIRELESS               |
| Serial Number: | 78755962 | VIAERO                        |
| Serial Number: | 78693406 | STAY CLOSE. GO FAR.           |
| Serial Number: | 77749188 | MY VIAERO                     |
| Serial Number: | 77941490 | VIA MÓVIL                     |

OP \$365.00 78903737

|                |          |   |
|----------------|----------|---|
| Serial Number: | 77877830 | SNAP UNLIMITED WIRELESS FLAT RATES. NO CONTRACT. PAY & GO. IT'S A SNAP. |
| Serial Number: | 77423680 | MY GROUP  |
| Serial Number: | 77400591 | MY FREE RING  |
| Serial Number: | 77253840 | VIAERO BRINGS THE WORLD TO YOU  |
| Serial Number: | 77208178 | MYVIAERO  |
| Serial Number: | 77035545 | WE ARE WHERE YOU ARE  |

**CORRESPONDENCE DATA**

Fax Number: (206)359-9160  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 206-359-8160  
Email: crachina@perkinscoie.com  
Correspondent Name: Corina Rachina/Perkins Coie LLP  
Address Line 1: 1201 3rd Avenue  
Address Line 2: Suite 4800  
Address Line 4: Seattle, WASHINGTON 98101

|                         |                                 |
|-------------------------|---------------------------------|
| ATTORNEY DOCKET NUMBER: | 12187-5273                      |
| NAME OF SUBMITTER:      | Corina Rachina/Perkins Coie LLP |
| Signature:              | /s/ Corina Rachina              |
| Date:                   | 05/24/2010                      |

Total Attachments: 6  
source=NEC IP Security Agreement\_executed#page1.tif  
source=NEC IP Security Agreement\_executed#page2.tif  
source=NEC IP Security Agreement\_executed#page3.tif  
source=NEC IP Security Agreement\_executed#page4.tif  
source=NEC IP Security Agreement\_executed#page5.tif  
source=NEC IP Security Agreement\_executed#page6.tif

**Notwithstanding anything herein to the contrary, the liens and security interests granted to RBS Citizens, N.A., as ICE Agent, and to U.S. Bank National Association, as NEC Agent, pursuant to this IP Security Agreement and the exercise of any right or remedy by RBS Citizens, N.A., as ICE Agent, and/or by U.S. Bank National Association, as NEC Agent, hereunder, are subject to the provisions of the Intercreditor Agreement dated as of May 7, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), between RBS Citizens, N.A. as ICE Agent and U.S. Bank National Association, as NEC Agent. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this IP Security Agreement, the terms of the Intercreditor Agreement shall govern and control.**

## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated May 7, 2010, is made by NE Colorado Cellular, Inc., a Colorado corporation, as borrower ("NEC"), in favor of RBS Citizens, N.A., as ICE Agent (the "ICE Agent"), and U.S. Bank National Association, as NEC Agent (the "NEC Agent"), and together with the ICE Agent, the "Agents").

WHEREAS, the Debtor has executed and delivered that certain Amended and Restated Security Agreement dated as of May 7, 2010 by and among the Debtor, the other debtors parties thereto and the Agents (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Debtor has granted a security interest in, among other property, certain intellectual property of the Debtor to the Agents, and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor agrees as follows:

SECTION 1. Grant of Security. The Debtor hereby grants to ICE Agent, for the benefit of the ICE Secured Parties, and NEC Agent, for the benefit of NEC Secured Parties, a security interest in and to all of the Debtor's right, title and interest in and to the following (the "Collateral"):

- (i) The United States trademark and service mark registrations, applications, and licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the Debtor to the Agents from time to time) (the "Trademarks");

(ii) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Trademarks, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iii) any and all proceeds of the foregoing.

SECTION 2. Recordation. The Debtor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

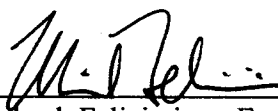
SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Debtor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agents with respect to the 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.

[SIGNATURE PAGE FOLLOWS]

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

**DEBTOR:**

NE COLORADO CELLULAR, INC., a Colorado corporation

By   
Michael Felicissimo, Executive Vice President

**AGENTS:**

RBS CITIZENS, N.A., as ICE Agent

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

U.S. BANK NATIONAL ASSOCIATION, as NEC Agent

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

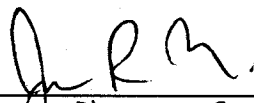
**DEBTOR:**

NE COLORADO CELLULAR, INC., a Colorado corporation

By \_\_\_\_\_  
Michael Felicissimo, Executive Vice President

**AGENTS:**

RBS CITIZENS, N.A., as ICE Agent

By  \_\_\_\_\_  
Name: James E. Corrigan  
Title: vice president

U.S. BANK NATIONAL ASSOCIATION, as NEC Agent

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**DEBTOR:**

NE COLORADO CELLULAR, INC., a Colorado corporation


By \_\_\_\_\_  
Michael Felicissimo, Executive Vice President

**AGENTS:**

RBS CITIZENS, N.A., as ICE Agent

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

U.S. BANK NATIONAL ASSOCIATION, as NEC Agent

By  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: **COLLEEN McEVOY**  
**VICE PRESIDENT**

Schedule A  
to Intellectual Property Security Agreement

LIST OF TRADE MARKS

|    | <b>Serial Number</b> | <b>Reg. Number</b> | <b>Word Mark</b>   | <b>Check Status</b> | <b>Live/Dead</b> |
|----|----------------------|--------------------|--|---------------------|------------------|
| 1  | 78903737             | 3564744            | VIAERO PREPAID WIRELESS 2 GO!  | TARR                | LIVE             |
| 2  | 78756247             | 3391812            | VIAERO WIRELESS  | TARR                | LIVE             |
| 3  | 78756267             | 3236297            |  | TARR                | LIVE             |
| 4  | 78756219             | 3241501            | VIAERO WIRELESS  | TARR                | LIVE             |
| 5  | 78755962             | 3227070            | VIAERO   | TARR                | LIVE             |
| 6  | 78693406             | 3183104            | STAY CLOSE. GO FAR.  | TARR                | LIVE             |
| 7  | 77749188             |                    | MY VIAERO  | TARR                | LIVE             |
| 8  | 77941490             |                    | VIA MOVIL  | TARR                | LIVE             |
| 9  | 77877830             |                    | SNAP UNLIMITED WIRELESS FLAT RATES. NO CONTRACT. PAY & GO. IT'S A SNAP | TARR                | LIVE             |
| 10 | 77423680             | 3519802            | MY GROUP   | TARR                | LIVE             |
| 11 | 77400591             |                    | MY FREE RING   | TARR                | LIVE             |
| 12 | 77253840             |                    | VIAERO BRINGS THE WORLD TO YOU   | TARR                | LIVE             |
| 13 | 77208178             |                    | MYVIAERO   | TARR                | LIVE             |
| 14 | 77035545             | 3373566            | WE ARE WHERE YOU ARE   | TARR                | LIVE             |