

3-8-99



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To the Honorable Commissioner c

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ched original documents or copy thereof.

1. Name of conveying party(ies):
STPCS Joint Venture, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Limited Liability Company

Additional names(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: March 3, 1999

2. Name and address of receiving party(ies):
Name: AT&T Commercial Finance Corporation
Internal Address: c/o Newcourt Capital
Street Address: 2 Gatehall Drive
City: Parsippany State: New Jersey ZIP: 07054

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
75-547,342

B. Trademark registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Adam H. Masia, Esq.
Internal Address: Bell, Boyd & Lloyd
Street Address: 70 West Madison Street
City: Chicago State: Illinois ZIP: 60602

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Depoist account number:
(Attach duplicate copy of this page if paying by deposit acct)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Adam H. Masia Adam H. Masia 3/4/99
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 5

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington D.C. 20503.

TRADEMARK SECURITY AGREEMENT

WHEREAS, STPCS JOINT VENTURE, LLC, a Delaware limited liability company, (the "Borrower"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Borrower and various lenders from time to time party thereto (the "Lenders"), AT&T Commercial Finance Corporation, a Delaware corporation, as Administrative Agent (together with any successor administrative agent, the "Administrative Agent") and AT&T Commercial Finance Corporation, as Syndication Agent and Arranger (the "Syndication Agent," and together with the Lenders and the Administrative Agent, the "Secured Creditors") are parties to a Senior Subordinated Credit Agreement dated as of December 4, 1998, providing for the making of Loans to the Borrower, as contemplated therein (as used herein, the term "Credit Agreement" means the Senior Subordinated Credit Agreement described above in this paragraph as the same may be amended, modified, extended, renewed, replaced, restated or supplemented from time to time, and including any agreement extending the maturity of, or restructuring the Indebtedness under such agreement or any successor agreement); and

WHEREAS, pursuant to the terms of the Security Agreement dated as of December 4, 1998 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), by and among Borrower, certain of Borrower's Subsidiaries and AT&T Commercial Finance Corporation, as Collateral Agent on behalf of the Secured Creditors (the "Collateral Agent"), Borrower has granted to Collateral Agent a security interest in all of the assets of Borrower including all right, title and interest of Borrower in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Borrower's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Borrower under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower does hereby grant to Collateral Agent, on behalf of the Secured Creditors, a continuing security interest in all of Borrower's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, collective marks, certification marks, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof referred to in Schedule 1 annexed hereto; (b) all extensions and renewals thereof, (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing including damages or payments for past, present or future infringements or dilution of any of the foregoing; (d) the right to sue for past, present and future infringements or dilution of any of the foregoing; (e) all rights

corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with any symbolized by any of the foregoing; and

(2) all proceeds of, and all other profits, rentals or receipts, in whatever form, arising from the collection, sale, lease, exchange, assignment, licensing or other disposition of, or realization upon, any Collateral referred in Schedule 1 annexed hereto, including, without limitation, all claims of each Debtor against third parties for loss of, damage to or destruction of, or for proceeds payable under, or unearned premiums with respect to, policies of insurance with respect to any Collateral, and any condemnation or requisition payments with respect to any Collateral, in each case whether now existing or hereafter arising.

This security interest is granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement. Borrower hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Borrower has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 3rd day of March, 1999.

STPCS JOINT VENTURE, LLC

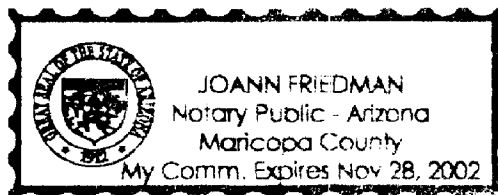
By: [Signature]
Name: Jonathan Foxman
Title: Executive Vice President

ACKNOWLEDGMENT

STATE OF ARIZONA
COUNTY OF MARICOPA

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ss.



On the 3rd day of March, 1999, before me personally appeared Jonathan Foxman, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as the Executive Vice President of STPCS Joint Venture, LLC, who being by me duly sworn, did depose and say that he/she is the Executive Vice President of STPCS Joint Venture, LLC, the corporation described in and which executed the foregoing instrument; that he/she signed the said instrument on behalf of said corporation by order of its Board of Directors; and that he/she acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public

(Seal)

My commission expires:

11/28/2002

**Schedule 1
To Trademark
Security Agreement**

TRADEMARK REGISTRATIONS

| <u>MARK</u> | <u>REG. NO.</u> | <u>REG. DATE</u> | <u>FIRST USE</u> | <u>GOODS / SERVICES</u> |
|-------------|-----------------|------------------|------------------|-------------------------|
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TRADEMARK APPLICATIONS

| <u>MARK</u> | <u>APP. NO.</u> | <u>FILING DATE</u> | <u>FIRST USE</u> | <u>GOODS / SERVICES</u> |
|-------------|-----------------|--------------------|---------------------------|---|
| SOL | 75-547,342 | 09-03-98 | Intent to Use Application | (Int. Cl. 9) Communications equipment, namely portable, mobile telephones and accessories having one or more of the following capabilities - Cellular, personal communications services ("PCS") and paging functionality (Int. Cl. 38) wireless local and long distance telephone communications services, namely, voice-mail, three-way calling, call waiting, call forwarding and caller id, paging (Int. Cl. 42) providing multiple-user access to a global computer information network for the transfer and dissemination of a wide range of information |