

MAN 2/7/00

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

03-08-2000

U.S. Department of Commerce
Patent and Trademark Office
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RECORDATION FORM COVER SHEET
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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name CELLULAR ONE JOINT VENTURE

022891

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other Joint Venture

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name CELLULAR ONE GROUP

DBA/AKA/TA

Composed of

Address (line 1) 5001 LBJ Freeway, Suite 700

Address (line 2)

Address (line 3) Dallas Texas 75244
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Other

Citizenship/State of Incorporation/Organization Delaware

03/07/2000 DNGUYEN 00000256 1616078

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 75.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002031 FRAME: 0552

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1616078"/>	<input type="text" value="1518318"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1517480"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1519212"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

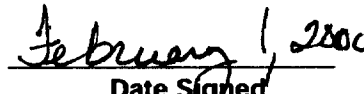
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Dianah King

Name of Person Signing



Signature



Date Signed

AMENDMENT NUMBER 3 TO PARTNERSHIP AGREEMENT

This Amendment Number 3 to Partnership Agreement ("Amendment 3") is entered into between Cellular One Development, Inc. ("McCaw Subsidiary"), a subsidiary of McCaw Cellular Communications, Inc. ("McCaw"), and Cellular One Marketing, Inc. ("COMI"), a subsidiary of Southwestern Bell Mobile Systems, Inc. ("SBMS"), and shall be effective as of the 28th of February, 1991.

WHEREAS, McCaw and SBMS entered into a Partnership Agreement effective on October 20, 1989 ("Partnership Agreement");

WHEREAS, the Partnership Agreement was amended by an amendment dated April 20, 1990 ("Amendment 1") and an amendment dated September 1, 1990 ("Amendment 2");

WHEREAS, pursuant to Paragraph 11.1 of the Partnership Agreement, McCaw has assigned its Partnership Interest to its Affiliate, McCaw Subsidiary, and SBMS has assigned its Partnership Interest to its Affiliate, COMI; and

WHEREAS, McCaw Subsidiary and COMI wish to change the name of the Partnership and to make certain other amendments to the Partnership Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, McCaw Subsidiary and COMI agree as follows:

1. Any capitalized term used herein shall have the meaning as set forth in the Partnership Agreement, unless otherwise defined herein.

2. Pursuant to Paragraph 1.2 of the Partnership Agreement, the name of the Partnership is hereby changed to "Cellular One Group."

1

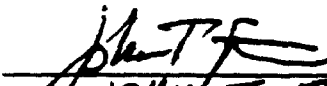

6. Except as specifically amended by this Amendment 3 and by Amendment 1 and Amendment 2, the Partnership Agreement shall continue in full force and effect according to its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment Number 3 effective as of the day and year first above written.

CELLULAR ONE DEVELOPMENT, INC.

By: _____
Name: _____
Title: _____

CELLULAR ONE MARKETING, INC.

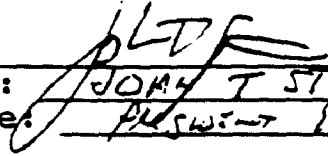
By: 
Name: JOHN T STUPKA
Title: PRESIDENT / CEO 

ACKNOWLEDGED AND ACCEPTED:

MCCAW CELLULAR COMMUNICATIONS, INC.

By: _____
Name: _____
Title: _____

SOUTHWESTERN BELL MOBILE SYSTEMS, INC.

By:  _____
Name: JOHN T STURKA
Title: PRESIDENT & CEO

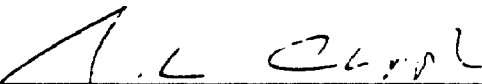
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2. Pursuant to Paragraph 1.2 of the Partnership Agreement, the name of the Partnership is hereby changed to "Cellular One Group."

6. Except as specifically amended by this Amendment 3 and by Amendment 1 and Amendment 2, the Partnership Agreement shall continue in full force and effect according to its terms.

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CELLULAR ONE DEVELOPMENT, INC.

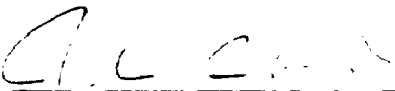
By: 
Name: John H. Chapple
Title: Executive Vice President

CELLULAR ONE MARKETING, INC.

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND ACCEPTED:

MCCAW CELLULAR COMMUNICATIONS, INC.

By: 
Name: John H. Chapple
Title: Executive Vice President

SOUTHWESTERN BELL MOBILE SYSTEMS, INC.

By: _____
Name: _____
Title: _____