

01-14-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Cellular USA

1-4-02

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

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: May 1, 2001

2. Name and address of receiving party(ies)

Name: Nextel Retail Stores Inc.

Internal Address:

Street Address: 2001 Edmund Halley Drive

City: Reston State: VA Zip: 20191

- 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)

B. Trademark Registration No.(s)

2087304

JAN - 2002

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Sean McAvoy

Internal Address: Jones, Day, Reavis & Pogue

North Point

Street Address: 901 Lakeside Avenue

City: Cleveland State: OH Zip: 44114

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. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Kathie J. Kopczyk

Name of Person Signing

Kathie J. Kopczyk Signature

Dec. 7, 2001

Date

Total number of pages including cover sheet, attachments, and document:

6

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

01/11/2002 TDIAZI 00000101 2087304

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40.00 DP

TRADEMARK REEL: 002422 FRAME: 0626

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment"), is made as of May 1, 2001 ("Effective Date"), by and between Let's Talk Cellular and Wireless, Inc., a Florida corporation ("LTCW"), and its wholly owned subsidiaries, Telephone Warehouse, Inc., a Delaware corporation ("TWI"), Cellular Warehouse, Inc., a Georgia corporation ("CWI"), Cellular USA, a Nevada corporation ("CUSA"), National Cellular, Incorporated, a Texas corporation ("NCI"), and Sosebee Enterprises, Inc., a Georgia corporation ("SEI," and collectively with LTCW, TWI, CWI, CUSA and NCI, the "Assignor"), and Nextel Retail Stores Inc., a Delaware corporation (the "Assignee").

WHEREAS, the Assignor and the Assignee have entered into that certain Asset Purchase Agreement dated as of January 31, 2001 (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to assign to the Assignee all of its rights, titles and interests in and to all the trademarks, trade names, service marks, copyrights and patents identified on Schedule A attached hereto (collectively, the "Marks"); and

WHEREAS, the Assignor and the Assignee desire to execute this Assignment to further evidence the transfer of the Marks by the Assignor to the Assignee.

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the Assignor and the Assignee agree as follows:

1. The Assignor does hereby convey, assign and set over to the Assignee, its respective successors, assigns or other legal representatives the exclusive right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any and all renewals and extensions of such Marks that may be secured under the laws of the United States and all foreign countries, now or thereafter in effect, for Assignee's exclusive use and enjoyment, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims of damages by reason of doubt, present or future infringement or unauthorized use of the Marks, with the right to sue for, and collect the same for, Assignee's own use and enjoyment.
2. The Assignee hereby accepts the foregoing assignment of the Marks and hereby assumes all duties and obligations under the same arising from and after the Effective Date.
3. This Assignment is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Purchase Agreement, all of which are incorporated herein by reference.
4. Assignee authorizes and requests the United States Registrar of Copyrights and the United States Patent and Trademark Office to record Assignee as the assignee and exclusive owner of the Marks.

5. Assignor shall provide Assignee cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications for registration or any applications for renewals of the Marks; (2) in the prosecution or defense of any copyright office and/or patent and trademark office proceedings, infringement, or other proceedings that may arise in connection with any Marks, including, without limitation, to testify as to any facts relating to the Marks and/or this Assignment; (3) in obtaining any additional protection that Assignee may deem appropriate, which may be served under the laws or are hereafter in effect in the United States or any other country; and (4) in the implementation and perfection of this Assignment in accordance with its terms.

[Signature on next page]


IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be duly executed and delivered as of this 1 day of May, 2001.

ASSIGNOR:


LET'S TALK CELLULAR & WIRELESS,
INC.

By: 
Name: Brett Beveridge
Title: President


TELEPHONE WAREHOUSE, INC.

By: 
Name: Brett Beveridge
Title: President

CELLULAR WAREHOUSE, INC.

By: 
Name: Brett Beveridge
Title: President

CELLULAR USA

By: 
Name: Brett Beveridge
Title: President

NATIONAL CELLULAR, INCORPORATED

By: 

Name: Brett Beveridge

Title: President

SOSEBEE ENTERPRISES, INC.

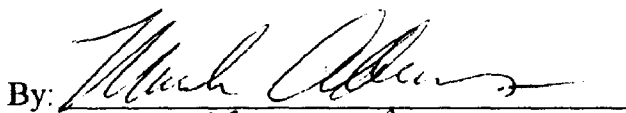
By: 

Name: Brett Beveridge

Title: President

ASSIGNEE:

NEXTEL RETAIL STORES INC.

By: 

Name: MARK ADAMS

Title: VP Retail

UNITED STATES TRADEMARK/SERVICE REGISTRATIONS

Trademark/Service Marks	Registrant	Reg./Ser. No.	Reg. Date	Expiration or Termination Date
Let's Talk Cellular	LTC&W*	1,816,162	01/11/1994	01/10/2004
Let's Talk Cellular	LTC&W*	1,931,056	10/31/1995	10/31/2005
Let's Talk	LTC&W*	2,096,486	09/16/1997	09/15/2007
Misc. Rainbow Design	LTC&W*	2,048,776	04/01/1997	04/01/2007
Let's Talk Cellular	LTC&W*	1,821,719	02/15/1994	02/14/2004
Wireless To Go	Cellular USA	2,087,304	08/12/1997	08/11/2007
Let's Talk Wireless	LTC&W*	74,561,170	Filed 8/94	App. Abandoned 7/12/98
Peachtree Mobility	LTC&W*	2,006,328	10/08/1996	10/08/2006
Cellular Unlimited	Northpoint Cellular, Inc. d/b/a Peachtree Mobility	2,157,881	05/12/1998	05/12/2008
LetsTalk.com	LTC&W	75,763,224	Pending	N/A

Note: All United States Trademarks are subject to early termination/expiration if a "Section 8 Affidavit" is not filed in a timely manner.

PUERTO RICAN TRADEMARK/SERVICE MARK REGISTRATIONS

Let's Talk Cellular and Wireless and Design (SM)	LTC&W*	39,902	01/10/1997	01/09/2007
Let's Talk Cellular and Wireless and Design (TM)	LTC&W*	39,903	01/10/1997	01/09/2007

*Registrant is Lets Talk Cellular of America, Inc., now known as Let's Talk Cellular and Wireless, Inc.

Patents

None

Copyrights

None