

01-14-2002

Form PTO-1594 (Adapted)
07-03-95



S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

JAN 4 2002

101945772

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

1. Name of conveying party(ies):

Midwest Wireless Holdings L.L.C.

1-4-02

- Individual
- General Partnership
- Corporation-State
- Other _____

- Association
- Limited Partnership

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

2. Name and address of receiving party(ies):

Name: **CoBank, ACB**

Address: 5500 S. Quebec Street

City: Greenwood Village State: CO ZIP: 80111

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other United States Federal Instrumentality

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: October 22, 2001

4(a) Trademark Application No.(s): 76/013,961

4(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: Lisa M. Cobern, Esq.
Address: SUTHERLAND ASBILL & BRENNAN LLP
999 Peachtree Street, NE
Atlanta, Georgia 30309-3996

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) enclosed: \$ 40.00

8. 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.

I certify that this correspondence is being deposited with the United States Postal Service as first class mail in an addressed to: Box Assignments, Commissioner of Patents & Trademarks, Washington, DC 20231, on the date given below.

LISA M. COBERN

Reg. No. 44,669

Attorney Docket No. 10801-0127

Signature

Total number of pages including cover sheet: 5

Date: November 26, 2001

Mail documents to be recorded with required cover sheet information to:

01/11/2002 10:21:21 00000116 76013961

01 FC:481 40.00 OP

Commissioner of Patents & Trademarks
Box Assignments
Washington, DC 20231

AO 644492.1

TRADEMARK
REEL: 002422 FRAME: 0639

TRADEMARK SECURITY AGREEMENT

WHEREAS, Midwest Wireless Holdings L.L.C., a Delaware limited liability company (“Grantor”), owns the Trademarks and applications for Trademarks listed on Schedule A attached hereto; and

WHEREAS, Grantor, Midwest Wireless Communications L.L.C., Midwest Wireless Iowa L.L.C. and Midwest Wireless Wisconsin L.L.C. (all of the foregoing, collectively, “Borrowers”), CoBank, ACB, as Administrative Agent (“Administrative Agent”), Arranger and a Lender, and the other Lenders referred to therein, have entered into that certain Loan Agreement, dated as of even date herewith (as the same may be amended, modified, supplemented, extended or restated from time to time, the “**Loan Agreement**”; capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement), pursuant to which Lenders shall make Loans to Borrowers from time to time; and

WHEREAS, pursuant to the terms of the Security Agreement, dated as of the date hereof (as the same may be amended and in effect from time to time, the “**Security Agreement**”), between Grantor and Administrative Agent, Grantor has granted to Administrative Agent, for the benefit of itself and Lenders, a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Administrative Agent, for the benefit of itself and Lenders, a continuing security interest in all of Grantor'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) each trademark and application for trademark listed on Schedule A attached hereto, together with any renewals, reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark; and

(2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, or (b) injury to the goodwill associated with any trademark.

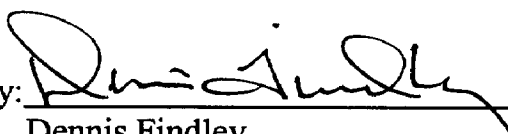
The security interest granted hereby is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to

Trademark Security Agreement/Midwest Wireless Holdings L.L.C.

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, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the 22nd day of October, 2001.

MIDWEST WIRELESS HOLDINGS L.L.C.

By: 
Dennis Findley
Vice President, Finance

Acknowledged:

COBANK, ACB, as Administrative Agent

By: _____
Roger Opp
Vice President

Trademark Security Agreement/Midwest Wireless Holdings L.L.C.

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MIDWEST WIRELESS HOLDINGS L.L.C.

By: _____
Dennis Findley
Vice President, Finance

Acknowledged:

COBANK, ACB, as Administrative Agent

By: _____
Roger Opp
Vice President

SCHEDULE A

To Trademark Security Agreement

Trademark Application

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
REALM and Design (U.S. Trademark)	76/013,961	March 31, 2000