

01-30-2002

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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):

Let's Talk Cellular and Wireless, Inc. 1-23-02

- 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)

75/763224

B. Trademark Registration No.(s)

1816162 1931056 2096486 2048776 1821719 2006328

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:

7

7. Total fee (37 CFR 3.41) \$ 190.00

- 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

December 7, 2001 Date

Total number of pages including cover sheet, attachments, and document: 6

01/30/2002 6T0N11 00000020 75763224

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

01 FC:481 40.00 DP 02 FC:482 150.00 OP

TRADEMARK REEL: 2432 FRAME: 0869

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:

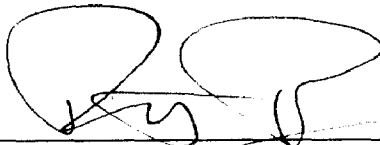
LET'S TALK CELLULAR & WIRELESS,
INC.

By: 
Name: Brett Beveridge
Title: President


TELEPHONE WAREHOUSE, INC.

By: 
Name: Brett Beveridge
Title: President

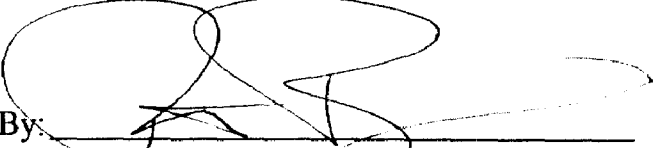
CELLULAR WAREHOUSE, INC.

By: 
Name: Brett Beveridge
Title: President

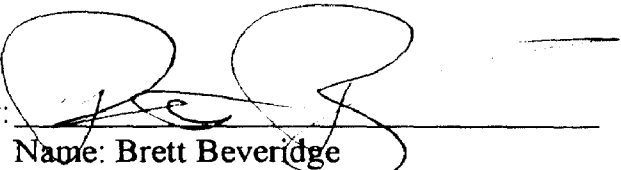
CELLULAR USA

By: 
Name: Brett Beveridge
Title: President

NATIONAL CELLULAR, INCORPORATED

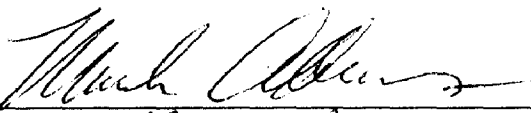
By: 
Name: Brett Beveridge
Title: President

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