

11/09/01

04-05-2002



102045100

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

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

Resubm

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

1. Name of conveying party(ies):

CellStar, Ltd.

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

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

3. Nature of conveyance:

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

Execution Date: September 28, 2001

2. Name and address of receiving party(ies)

Name: **Foothill Capital Corporation, as Administrative Agent**
Internal
Address: **Suite 3000 West**

Street Address: **2450 Colorado Avenue**

City: **Santa Monica** State: **CA** Zip **90404**

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State **California**
- 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)
75/541,329 75/622,176
75/467,264

B. Trademark Registration No.(s)
2,363,539 2,318,993
2,275,537

Additional number(s) attached Yes No

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

Name: **LaShana C. Jimmar**

Internal Address: **Paul Hastings Janofsky & Walker, LLP**

Street Address: **600 Peachtree Street, NE**
Suite 2400

City: **Atlanta** State: **GA** Zip: **30308**

6. Total number of applications and registrations involved: **6**

7. Total fee (37 CFR 3.41)..... **\$ 165.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

16-0752

(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.

LaShana C. Jimmar

Name of Person Signing

LaShana C. Jimmar
Signature

11/09/01
Date

Total number of pages including cover sheet, attachments, and document: **46**

01/15/2002 LUELLER 00000037 75541329

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

01 FC:401
02 FC:402

40.00 OP
125.00 OP

TRADEMARK
REEL: 002475 FRAME: 0311

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of September 28, 2001, by and among **CELLSTAR CORPORATION**, a Delaware corporation (the "Parent"), and certain of its Subsidiaries (as defined in the Loan Agreement, defined below) signatory hereto and those additional Subsidiaries that hereafter become parties hereto by executing the form of supplement attached hereto as Annex 1 (each a "Pledgor;" and together with the Parent, collectively, the "Pledgors"), and **FOOTHILL CAPITAL CORPORATION**, as administrative agent (in such capacity, the "Agent") on behalf of the Lenders whose names appear on the signature pages of the Loan Agreement (together with any other financial institution that subsequently becomes a "Lender" under the Loan Agreement, the "Lenders"),

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among the Pledgors (each a "Borrower" and collectively, the "Borrowers"), the Agent, and the Lenders party thereto, the Lenders have agreed to make certain loans and other financial accommodations to, and the Issuing Lenders (as defined therein) have agreed to issue Letters of Credit (as defined therein) for the account of, the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make loans and other financial accommodations to, and the Issuing Lenders are willing to issue Letters of Credit on behalf of, the Borrowers as provided for in the Loan Agreement and the other Loan Documents, but only upon the condition, among others, that each Pledgor shall have executed and delivered this Agreement, in order to secure the payment and performance of, among other things, all now existing or hereafter arising Obligations (as defined in the Loan Agreement) of the Borrowers under the Loan Agreement and the other Loan Documents;

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms.

(a) Capitalized terms used herein shall have the meanings ascribed to such terms in the Loan Agreement to the extent not otherwise defined or limited herein.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in the entirety by this reference thereto.

4. Grant of Security Interest in Trademarks, Patents, Copyrights and Licenses. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, each Pledgor hereby grants to the Agent, for the benefit of the Lender Group, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of each Pledgor's now owned or existing and hereafter acquired or arising:

(a) (i) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of such Pledgor's business symbolized by the foregoing and connected therewith, and (E) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (A)-(E) in this Paragraph 4(a)(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits.

(b) (i) patents and patent applications, including, without limitation, the patents and patent applications listed on Schedule 2 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, and (D) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing patents and patent applications, together with the items described in clauses (A)-(D) in this Paragraph 4(b)(i), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits.

(c) (i) copyrights and copyright registrations, including, without limitation, the copyright registrations listed on Schedule 3 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of such Pledgor's business symbolized by the foregoing and connected therewith, and (E) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing copyrights and copyright registrations, together with the items described in clauses (A)-(E) in this Paragraph 4(c)(i), are sometimes hereinafter individually and/or collectively referred to as the "Copyrights"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, licensed royalties and proceeds of infringement suits.

(d) rights under or interest in any patent, trademark or copyright license agreements with any other party, whether any Pledgor is a licensee or licensor under any such license agreement, including, without limitation, the license agreements listed on Schedule 4 attached hereto and made a part hereof, and the right to use the foregoing in connection with the enforcement of the Agent's rights under the Loan Agreement, including without limitation, the right to prepare for sale and sell any and all Inventory now or hereafter owned by any Pledgor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Paragraph 4(d), the Licenses shall not include any license agreement in effect as of the date hereof which by its terms prohibits the grant of the security contemplated by this Agreement; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this Paragraph 4 shall be deemed to apply thereto automatically.

5. Restrictions on Future Agreements. No Pledgor shall, without the Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and each Pledgor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including, without limitation, licensees, or fail to take any action, which would in any material respect adversely affect the validity or enforcement of the rights transferred to the Agent on behalf of the Lender Group under this Agreement or the rights associated with the Trademarks, Patents, Copyrights or Licenses.

6. New Trademarks, Copyrights, Patents and Licenses. Each Pledgor represents and warrants that, from and after the date hereof, (a) the Trademarks listed on Schedule 1, as amended from time to time in accordance with this Agreement, include all of the trade names, registered trademarks, trademark applications, registered service marks and service mark applications now owned or held by any Pledgor, (b) the Patents listed on Schedule 2, as amended from time to time in accordance with this Agreement, include all of the patents and patent applications now owned or held by any Pledgor, (c) the Copyrights listed on Schedule 3, as amended from time to time in accordance with this Agreement, include all of the copyright registrations now owned or held by any Pledgor, (d) the Licenses listed on Schedule 4, as amended from time to time in accordance with this Agreement, include all of the patent, trademark or copyright license agreements under which any Pledgor is the licensee or licensor,

and (e) no Liens, claims or security interests in such Trademarks, Patents, Copyrights or Licenses have been granted by any Pledgor to any Person other than the Agent for the benefit of the Lender Group and except as disclosed in the Loan Agreement. If, prior to the termination of this Agreement, any Pledgor shall (i) obtain rights to or become entitled to the benefit of any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) obtain rights to or become entitled to the benefit of any patent or patent application or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, (iii) obtain rights to or become entitled to the benefit of any new copyright registrations, (iv) obtain rights to or become entitled to the benefit of any new trademark, patent or copyright license agreements, whether as licensee or licensor, or license renewals, or (v) enter into any new license agreement, the provisions of Paragraph 4 above shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of such licenses). The Pledgors shall give to the Agent prompt written notice of events described in clauses (i), (ii), (iii), (iv) and (v) of the preceding sentence. Each Pledgor hereby authorizes the Agent to modify this Agreement unilaterally (i) by amending Schedule 1 to include any future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications that are Trademarks under Paragraph 4 above or under this Paragraph 6, (ii) by amending Schedule 2 to include any future patents and patent applications, which are Patents under Paragraph 4 above or under this Paragraph 6, (iii) by amending Schedule 3 to include any future copyright registrations, which are Copyrights under Paragraph 4 above or under this Paragraph 6, (iv) by amending Schedule 4 to include any future trademark, patent or copyright license agreements that are Licenses under Paragraph 4 above or under this Paragraph 6, and (v) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 1 thereto, as the case may be, such future trademarks, tradenames, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and containing on Schedule 2 thereto, as the case may be, such future patents and patent applications, and containing on Schedule 3, as the case may be, such future copyright registrations, and containing on Schedule 4 thereto, as the case may be, such future license agreements.

7. Royalties. Each Pledgor hereby agrees that the use by the Agent of the Trademarks, Patents, Copyrights and Licenses as authorized hereunder in connection with the Agent's exercise of its rights and remedies under Paragraph 16 or pursuant to any Loan Document shall be coextensive with such Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Agent or the Lenders to such Pledgor.

8. Further Assignments and Security Interest. Each Pledgor agrees (a) not to sell or assign any of its interests in, or grant any license under, the Trademarks, Copyrights or Patents without the prior written consent of the Agent (other than a cross-license that may be granted to Brightpoint, Inc. as necessary to settle pending litigation between Brightpoint, Inc. and certain of the Pledgors, as disclosed in Schedule 5.10 to the Loan Agreement), and (b) not to sell or assign its respective interests in the Licenses without the prior and express written consent of the Agent.

Notwithstanding the foregoing, the Pledgors shall be permitted to grant licenses under the Trademarks to third parties in the normal course of business as currently conducted.

9. Nature and Continuation of the Agent's Security Interest; Termination of the Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks, Patents, Copyrights and Licenses and shall terminate only when the Obligations have been paid in full in cash and the Loan Agreement has been terminated. When this Agreement has terminated, the Agent shall promptly execute and deliver to the Pledgors, at such Pledgor's expense, all termination statements and other instruments as may be necessary or proper to terminate the Agent's security interest in the Trademarks, Patents, Copyrights and Licenses, subject to any disposition thereof which may have been made by the Agent or the Lenders, or any of them, pursuant to this Agreement.

10. Duties of Each Pledgor. Each Pledgor shall have the duty, to the extent desirable in the normal conduct of such Pledgor's business, (a) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, (b) to prosecute diligently any patent application that is part of the Patents pending as of the date hereof or hereafter until the termination of this Agreement, and (c) to take all reasonable and necessary action to preserve and maintain all of the such Pledgor's rights in the Trademarks, Patents, Copyrights and Licenses. Each Pledgor further agrees (i) not to abandon any Trademark, Patent, Copyright or License that is necessary or economically desirable in the operation of such Pledgor's business without the prior written consent of the Agent, and (ii) to use its commercially reasonable efforts to maintain in full force and effect the Trademarks, Patents, Copyrights and Licenses that are or shall be necessary or economically desirable in the operation of such Pledgor's business. Any expenses incurred in connection with the foregoing shall be borne by the Pledgors. Neither the Agent nor any other Lender shall have any duty with respect to the Trademarks, Patents, Copyrights or Licenses. Without limiting the generality of the foregoing, the Agent shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks, Patents, Copyrights or Licenses against any other Person, but the Agent may do so at its option from and after the occurrence and during the continuance of a Default or an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of the Pledgors and shall be added to the Obligations secured hereby.

11. Indemnification by Each Pledgor. Each Pledgor hereby agrees to indemnify and hold harmless the Agent and each other Lender for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements (including, without limitation, reasonable attorneys' fees) of any kind whatsoever which may be imposed on, incurred by or asserted against the Agent or any other Lender in connection with or in any way rising out of any suits, proceedings or other actions, relating to any or all of the Trademarks, Patents, Copyrights or Licenses (including, without limitation, whether brought by any Pledgor, any Borrower, or any other Person, suits, proceedings or other actions in which an allegation of liability, strict or otherwise, is or may be made by any Person who alleges or may allege having suffered damages as a consequence of alleged improper, imprudent, reckless, negligent, willful, faulty, defective or substandard design, testing, specification, manufacturing supervision,

manufacturing defect, manufacturing deficiency, publicity or advertisement or improper use, howsoever arising or by whomsoever caused, of any inventions disclosed and claimed in the Patents or any of them); unless with respect to any of the above, such Person to be indemnified is judicially determined to have acted or failed to act with gross negligence or willful misconduct. The indemnification in this paragraph shall survive the termination of this Agreement.

12. The Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, the Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks, Patents, Copyrights and Licenses and, if the Agent shall commence any such suit, each Pledgor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Agent in aid of such enforcement. The Pledgors shall, upon demand, promptly reimburse the Agent for all reasonable costs and expenses incurred by the Agent in the exercise of its rights under this Paragraph 12 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Agent).

13. Waivers. The Agent's failure, at any time or times hereafter, to require strict performance by each Pledgor of any provision of this Agreement shall not waive, affect or diminish any right of the Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between any Pledgor and the Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of any Pledgor contained in this Agreement shall be deemed to have been suspended or waived by the Agent unless such suspension or waiver is in writing signed by an officer of the Agent, and directed to such Pledgor and specifying such suspension or waiver.

14. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Modification. Neither this Agreement nor any provision hereof may be altered, amended or modified in any way, except as specifically provided in Paragraph 6 hereof or in a written instrument signed by the parties hereto.

16. Power of Attorney; Cumulative Remedies.

(a) Each Pledgor hereby irrevocably designates, constitutes and appoints the Agent (and all officers and agents of the Agent designated by the Agent in its sole and absolute discretion) as such Pledgor's true and lawful attorney-in-fact, and authorizes the Agent and any of the Agent's designees, in such Pledgor's or the Agent's name, upon the occurrence and during the continuation of an Event of Default to take any action and execute any instrument necessary

or reasonably advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse such Pledgor's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use of the Trademarks, Patents, Copyrights or Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents, Copyrights or Licenses to anyone, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks, Patents, Copyrights or Licenses to anyone, and (iv) take any other actions with respect to the Trademarks, Patents, Copyrights or Licenses as the Agent deems in its best interest for the payment of the Obligations. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated. Each Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent or any other Lender under the Loan Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

(b) The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks, Patents, Copyrights or Licenses may be located or deemed located. Upon the occurrence and continuance of an Event of Default and the election by the Agent to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code, or Section 9-610, Section 9-620 or other equivalent provisions of revised Article 9 of the Uniform Commercial Code, as in effect in any jurisdiction, with respect to the Trademarks, Patents, Copyrights or Licenses, each Pledgor agrees to assign, convey and otherwise transfer title in and to the Trademarks, Patents, Copyrights and Licenses, to the Agent or any transferee of the Agent and to execute and deliver to the Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Agent's rights and remedies with respect to the Trademarks, Patents, Copyrights and Licenses, whether established hereby, by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and continuance of an Event of Default, the Agent may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or any of the other Loan Documents. To the extent permitted by applicable law, each Pledgor agrees that any notification of intended disposition of any of the Trademarks, Patents, Copyrights or Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Agent may give any shorter notice that is commercially reasonable under the circumstances.

17. Successors and Assigns. This Agreement shall be binding upon each Pledgor and their successors and assigns, and shall inure to the benefit of the Agent, the Lenders and their nominees, successors and assigns. Each Pledgor's successors and assigns shall include, without limitation, a receiver or a trustee of any Pledgor; provided, however, that no Pledgor shall voluntarily assign or transfer its rights or obligations hereunder without the Agent's prior written consent.

18. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Georgia applicable to agreements made and to be performed in Georgia.

19. Notices. All notices or other communications hereunder shall be given in the manner set forth in the Loan Agreement and to the addresses set forth in the Loan Agreement if to the Agent or to the address for the Administrative Borrower if to any Pledgor.

20. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

21. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of a counterpart hereof via facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

22. Agent. Each reference herein to any right granted to, benefit conferred upon or power exercisable by the "Agent" shall be a reference to the Agent for the benefit of itself and the Lenders, and each action taken or right exercised hereunder shall be deemed to have been so taken or exercised by the Agent for the benefit of itself and the other Lenders.

23. Merger. This Agreement, together with the other Loan Documents, represents the final agreement of each Pledgor and the Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between each Pledgor and the Agent.

24. Effectiveness. This Agreement shall become effective on the day and year first written above.

25. New Pledgor. Any hereafter acquired or formed Domestic Subsidiary (as defined in the Loan Agreement) is required to grant a security interest in such Subsidiary's intellectual property to the Agent for the benefit of the Lender Group, as collateral for the Obligations, and the same may be accomplished by execution and delivery to the Agent of an instrument in the form of Annex 1 attached hereto. Upon the execution and delivery of Annex 1 by such Domestic Subsidiary (the "New Pledgor"), the New Pledgor shall become a 'Pledgor' hereunder with the same force and effect as if originally named as a Pledgor herein. The execution and delivery of any instrument adding a New Pledgor as a party to this Agreement shall not require the consent of any other Pledgor hereunder and the rights and obligations of each Pledgor hereunder shall remain in full force and effect notwithstanding the addition of any New Pledgor.

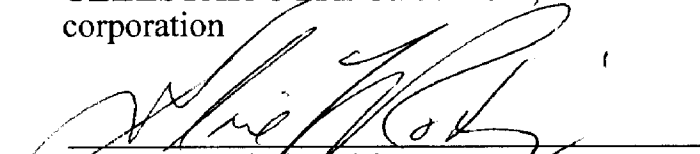
[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

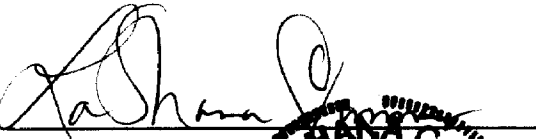
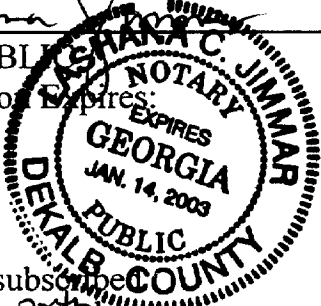
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PLEDGORS:

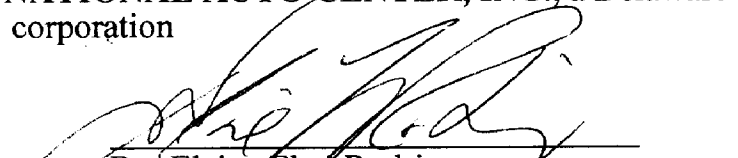
Sworn to and subscribed before me this 28th day of September, 2001

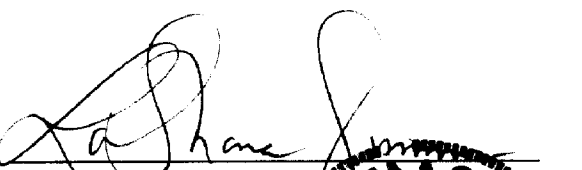

CELLSTAR CORPORATION, a Delaware corporation


By: Elaine Flud Rodriguez
Title: Sr. Vice President & General Counsel

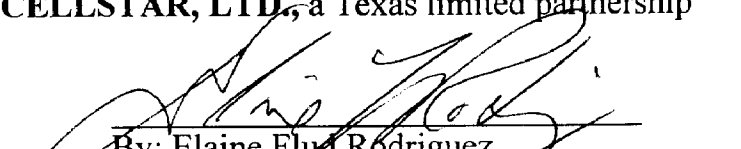

NOTARY PUBLIC
My Commission Expires:


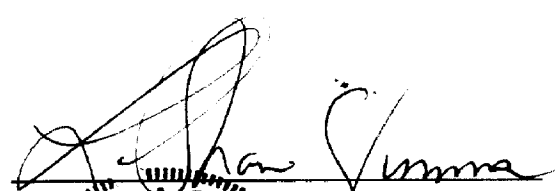
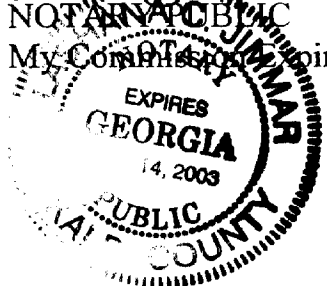
NATIONAL AUTO CENTER, INC., a Delaware corporation


By: Elaine Flud Rodriguez
Title: Sr. Vice President & General Counsel

Sworn to and subscribed before me this 27th day of September, 2001

NOTARY PUBLIC
My Commission Expires:


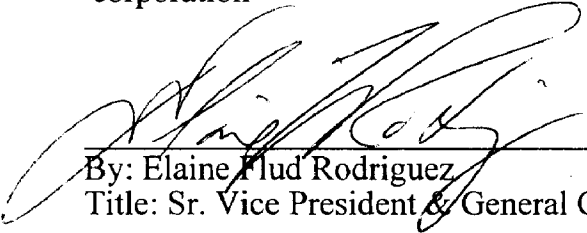
CELLSTAR, LTD., a Texas limited partnership

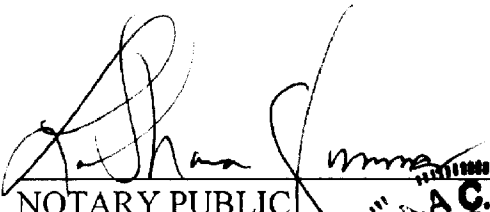

By: Elaine Flud Rodriguez
Title: Sr. Vice President & General Counsel

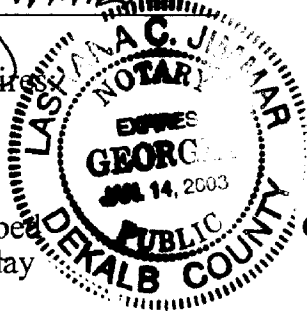
Sworn to and subscribed before me this 28th day of September, 2001

NOTARY PUBLIC
My Commission Expires:


Sworn to and subscribed
before me this 28th day
of September, 2001

CELLSTAR AIR SERVICES, INC., a Delaware
corporation

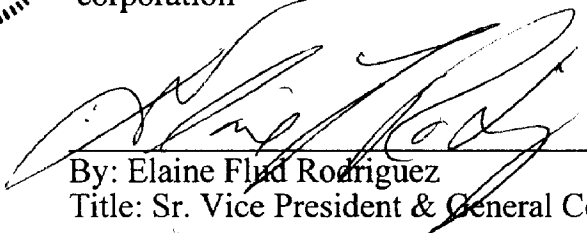

By: Elaine Flud Rodriguez
Title: Sr. Vice President & General Counsel

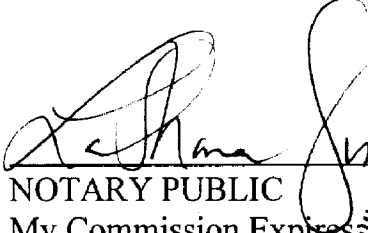

NOTARY PUBLIC
My Commission Expires:

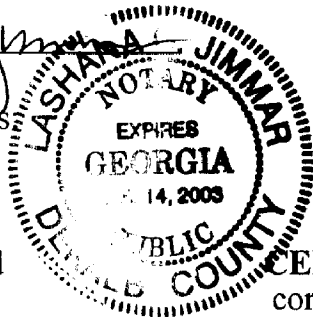


Sworn to and subscribed
before me this 28th day
of September, 2001

CELLSTAR TELECOM, INC., a Delaware
corporation

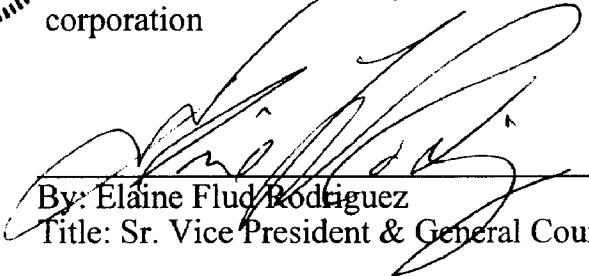

By: Elaine Flud Rodriguez
Title: Sr. Vice President & General Counsel

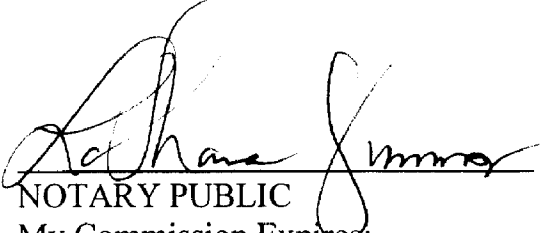

NOTARY PUBLIC
My Commission Expires:

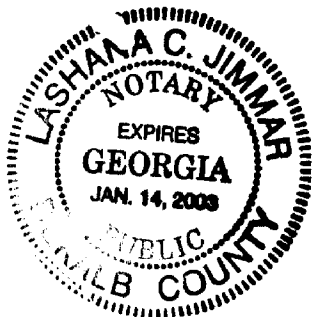


Sworn to and subscribed
before me this 28th day
of September, 2001

CELLSTAR FINANCO, INC., a Delaware
corporation

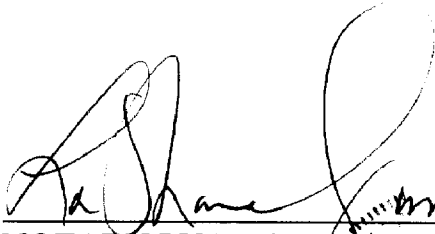

By: Elaine Flud Rodriguez
Title: Sr. Vice President & General Counsel


NOTARY PUBLIC
My Commission Expires:

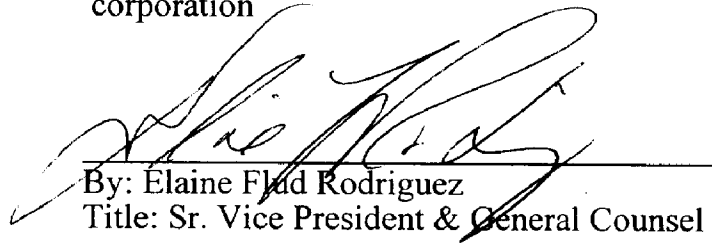
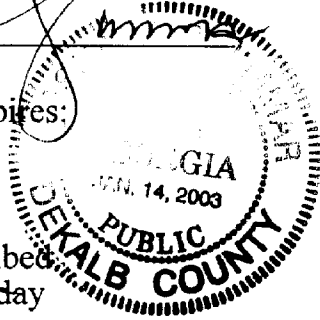


Sworn to and subscribed
before me this 28th day
of September, 2001

A&S AIR SERVICE, INC., a Delaware
corporation



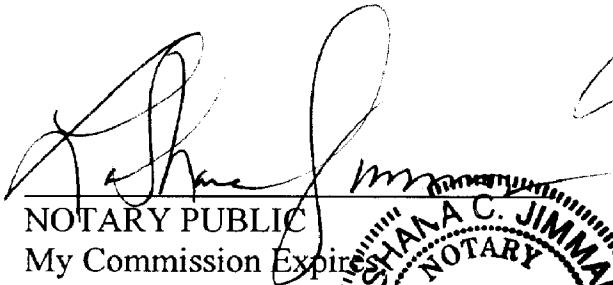
NOTARY PUBLIC
My Commission Expires:



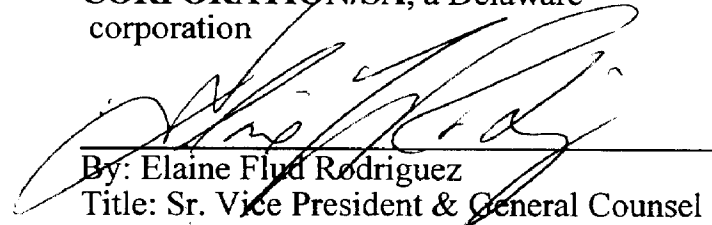
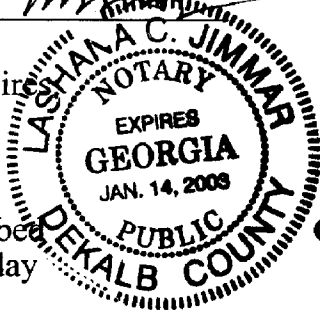
By: Elaine Flud Rodriguez
Title: Sr. Vice President & General Counsel

Sworn to and subscribed
before me this 28th day
of September, 2001

**CELLSTAR INTERNATIONAL
CORPORATION/SA**, a Delaware
corporation



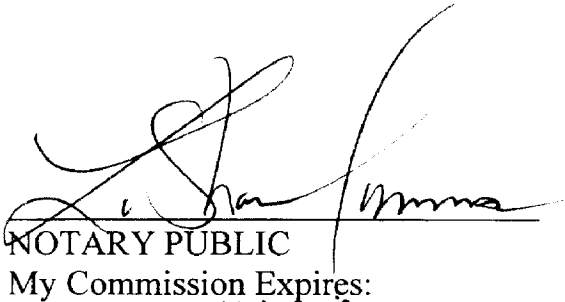
NOTARY PUBLIC
My Commission Expires:



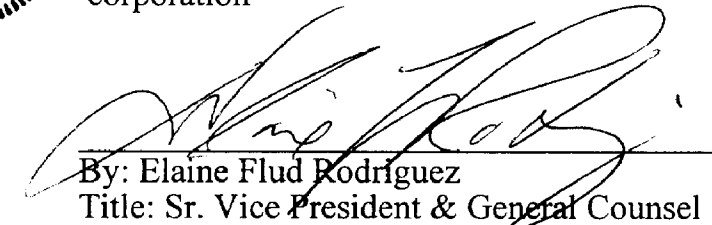
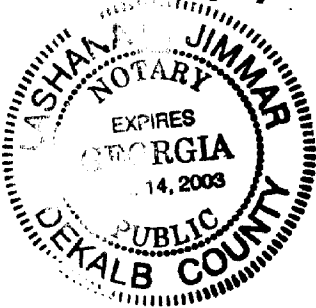
By: Elaine Flud Rodriguez
Title: Sr. Vice President & General Counsel

Sworn to and subscribed
before me this 28th day
of September, 2001

CELLSTAR FULFILLMENT, INC., a Delaware
corporation




NOTARY PUBLIC
My Commission Expires:



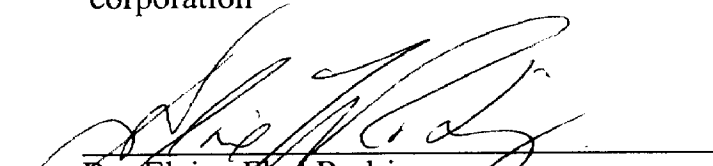
By: Elaine Flud Rodriguez
Title: Sr. Vice President & General Counsel

Sworn to and subscribed
before me this 26th day
of September, 2001

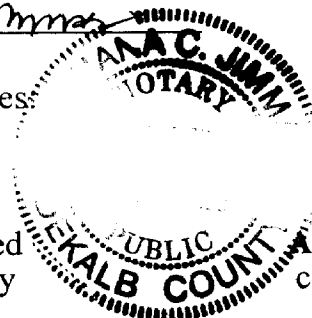
**CELLSTAR INTERNATIONAL
CORPORATION/ASIA**, a Delaware
corporation




NOTARY PUBLIC
My Commission Expires:



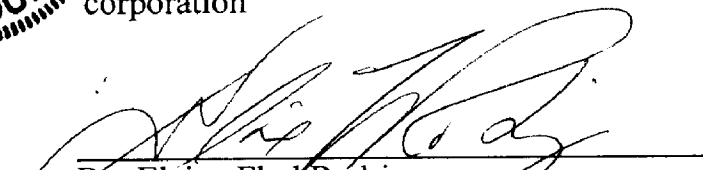
By: Elaine Flud Rodriguez
Title: Sr. Vice President & General Counsel



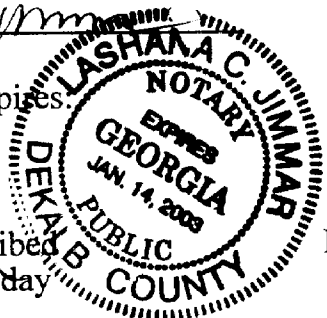
Sworn to and subscribed
before me this 28th day
of September, 2001



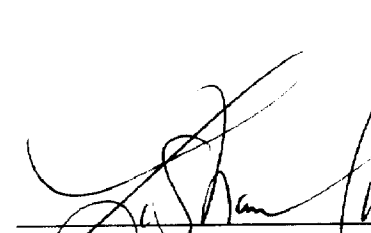
NOTARY PUBLIC
My Commission Expires:



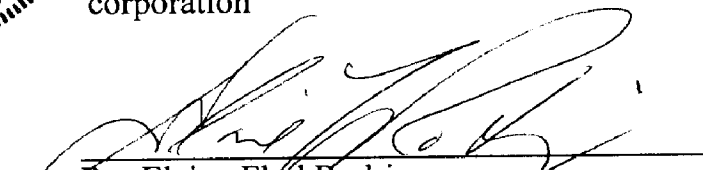
By: Elaine Flud Rodriguez
Title: Sr. Vice President & General Counsel



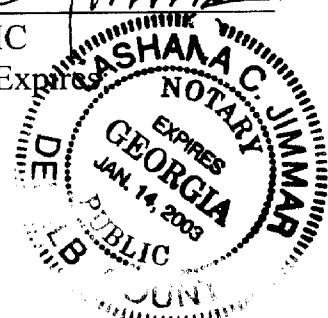
Sworn to and subscribed
before me this 28th day
of September, 2001



NOTARY PUBLIC
My Commission Expires:



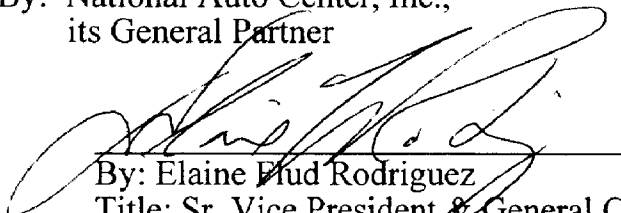
By: Elaine Flud Rodriguez
Title: President

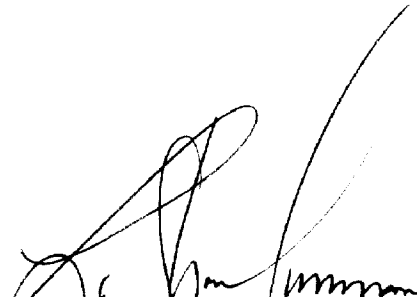


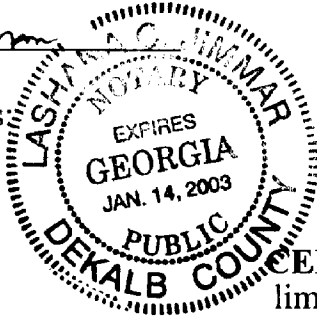
Sworn to and subscribed
before me this 28th day
of September, 2001

**CELLSTAR GLOBAL SATELLITE SERVICES,
LTD.**, a Texas limited partnership

By: National Auto Center, Inc.,
its General Partner


By: Elaine Flud Rodriguez
Title: Sr. Vice President & General Counsel

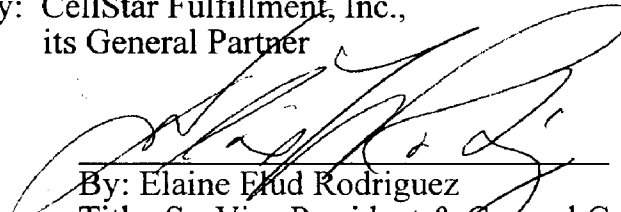

NOTARY PUBLIC
My Commission Expires:




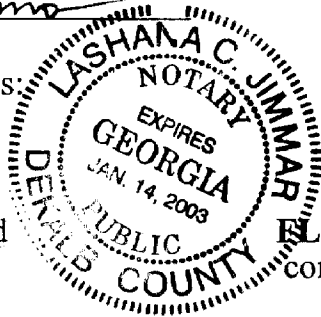
Sworn to and subscribed
before me this 28th day
of September, 2001

CELLSTAR FULFILLMENT LTD., a Texas
limited partnership

By: CellStar Fulfillment, Inc.,
its General Partner

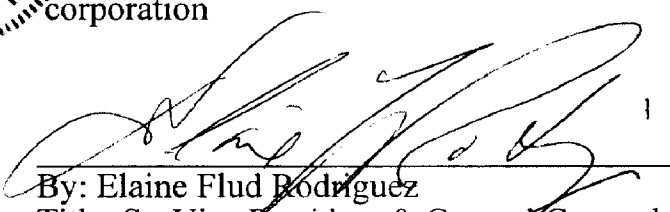

By: Elaine Flud Rodriguez
Title: Sr. Vice President & General Counsel

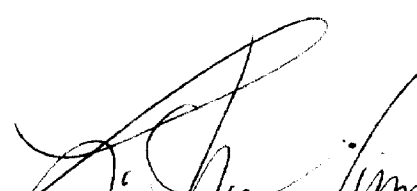

NOTARY PUBLIC
My Commission Expires:

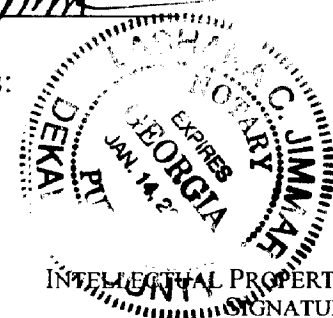


Sworn to and subscribed
before me this 28th day
of September, 2001

FLORIDA PROPERTIES, INC., a Texas
corporation


By: Elaine Flud Rodriguez
Title: Sr. Vice President & General Counsel

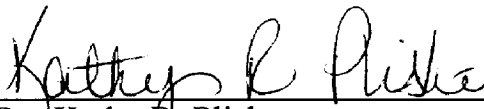

NOTARY PUBLIC
My Commission Expires:



AGENT:

Sworn to and subscribed
before me this 28th day
of September, 2001

FOOTHILL CAPITAL CORPORATION,
a California corporation, as Agent



By: Kathy R. Plisko
Title: Senior Vice President



NOTARY PUBLIC

My Commission Expires:



ANNEX 1

FORM OF INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

Supplement No. __ (this "Supplement") dated as of _____, 200[] to that certain Intellectual Property Security Agreement dated as of September 28, 2001 (as amended, restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), by and among **CELLSTAR CORPORATION**, a Delaware corporation (the "Parent"), and certain of its Subsidiaries signatory thereto and those additional Subsidiaries that hereafter become parties hereto by executing this Annex 1 (each a "Pledgor;" and together with the Parent, collectively, the "Pledgors"), and **FOOTHILL CAPITAL CORPORATION**, a California corporation, as administrative agent (the "Agent") on behalf of the Lender Group (as defined in the Intellectual Property Security Agreement),

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of September 28, 2001 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Parent and the Subsidiaries signatory thereto (each a "Borrower" and together with the Parent, collectively, the "Borrowers"), the Lenders and Agent, the Lender Group has agreed to make certain loans and other financial accommodations to, and issue Letters of Credit on behalf of, the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, each New Pledgor has become a "Borrower" pursuant to the Loan Agreement and the other Loan Documents; and

WHEREAS, pursuant to Paragraph 25 of the Intellectual Property Security Agreement, any Domestic Subsidiary thereafter acquired or formed is required to execute and deliver to the Agent the grant of a security interest in such Domestic Subsidiary's intellectual property, and the same may be accomplished by execution and delivery of this Annex 1 in favor of the Agent for the benefit of the Lender Group;

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree that capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Intellectual Property Security Agreement, the Loan Agreement or Loan Documents, respectively, and also agree as follows:

SECTION 1. In accordance with Paragraph 25 of the Intellectual Property Security Agreement, the New Pledgor, by its signature below, becomes a 'Pledgor' under the Intellectual Property Security Agreement with the same force and effect as if

originally names therein as a Pledgor and the New Pledgor hereby (a) agrees to all of the terms and provisions of the Intellectual Property Security Agreement applicable to it as a Pledgor thereunder, and (b) represents and warrants that the representations and warranties made by it as a Pledgor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Pledgor, as security for the payment and performance in full of such respective Pledgor's obligations (in accordance with the Intellectual Property Security Agreement), does hereby grant and assign to the Agent, for the benefit of the Lender Group, and their respective successors and assigns, a continuing security interest in and security title to all of the Trademarks, Patents, Copyrights, and Licenses, together with all other security as more fully described in the Intellectual Property Security Agreement. Schedule 1(a), "Trademarks," Schedule 2(a), "Patents," Schedule 3(a), "Copyrights" and Schedule 4(a), "Licenses," attached hereto supplement Schedule 1, Schedule 2, Schedule 3 and Schedule 4 to the Intellectual Property Security Agreement and shall be deemed a part thereof for all purposes. Each reference to a Pledgor in the Intellectual Property Security Agreement shall be deemed to include the New Pledgor. The Intellectual Property Security Agreement is incorporated herein by reference.

SECTION 2. The New Pledgor represents and warrants to the Agent and to each other member of the Lender Group that this Supplement has been duly executed and delivered by the New Pledgor and constitutes its legal, valid and binding obligation, enforceable against such New Pledgor in accordance with its terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally.

SECTION 3. This Supplement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together (including any counterpart delivered by facsimile) constitute but one and the same instrument. In proving this Supplement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought.

SECTION 4. Except as expressly supplemented hereby, the Intellectual Property Agreement shall remain in full force and effect.

SECTION 5. This Supplement shall be construed and interpreted in accordance with the internal laws of the State of Georgia applicable to agreements to be made and performed in the State of Georgia.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the New Pledgor and the Agent have duly executed this Supplement to the Intellectual Property Security Agreement as of the day and year first above written.

NEW PLEDGOR:

[Name of New Pledgor]

Sworn to and subscribed
before me this ____ day
of _____, 200[]

By: _____
Name: _____
Title: _____

NOTARY PUBLIC
My Commission Expires:

AGENT:

FOOTHILL CAPITAL CORPORATION,
a California corporation

Sworn to and subscribed
before me this ____ day
of _____, 200[]

By: _____
Title: _____

NOTARY PUBLIC
My Commission Expires:

SCHEDULE 1

Trademarks and Trademark Applications

CELLSTAR, LTD. FOREIGN TRADEMARKS				
Country	Mark (class)	Ser. No./ Filing Date	Reg. No./ Reg. Date	Renewal Date/ *Other
Algeria	CELLSTAR (class 9)	981558 11/30/98	058097 11/30/98	11/30/08
Angola	CELLSTAR (class 9)	6074 9/3/98		
Angola	CELLSTAR (class 35)	6077 9/3/98		
Angola	CELLSTAR (class 38)	6072 9/3/98		
Argentina	CELLSTAR (stylized) (class 9)	1,871,769 02/12/93	1,510,201 03/31/94	03/31/2004
Argentina	CELLSTAR (class 9)	1,985,259 06/28/95	1,730,385 04/13/99	04/13/2009
Argentina	CELLSTAR (class 35)	2,123,261 12/30/97		
Argentina	CELLSTAR (class 37)	2,123,262 12/30/97	1722469 2/25/99	2/25/2009
Argentina	CELLSTAR (class 38)	1,985,260 06/28/95	1,598,164 04/30/96	04/30/2006
Argentina	CELLSTAR (class 42)	1,985,261 06/28/95	1,734,558 04/30/99	04/30/2009
ARIPO	CELLSTAR (class 9)	AP/M/98-00120-9 07/14/98		
ARIPO	CELLSTAR (class 35)	AP/M/98-00120-35 07/14/98		
ARIPO	CELLSTAR (class 38)	AP/M/98-00120-38 07/14/98		
Australia	CELLSTAR (class 9)	74/651,649 01/27/95	A651,649	01/27/2005
Australia	CELLSTAR (class 38)	651,650 01/27/95	A651,650 1/27/95	01/27/2005
Australia	CELLSTAR (class 42)	651,652 01/27/95	A651,652 5/22/96	01/27/2005
Australia	CELLSTAR (classes 35, 36, 37, 39 and 42)	M751606 12/23/97	A751,606 9/30/98	12/23/2007
Bangladesh ¹	CELLSTAR (class 9)	42,983 02/21/95		
Belarus	CELLSTAR (classes 9, 35, 36, 37, 38, 42)	N19980269 2/23/98	12184 4/11/00	2/23/2008
Bolivia ²	CELLSTAR (class 9)	1236 02/26/93	70278-C 01/25/99	01/25/2009
Bolivia	CELLSTAR (class 9) ³		57977-C 02/09/95	05/18/2003
Bolivia	CELLSTAR (class 9)	1003 01/22/98	75603-C 10/29/99	10/29/2009
Bolivia	CELLSTAR (class 35)	1002 01/22/98	75609-C 11/1/99	11/1/2009
Bolivia	CELLSTAR (stylized) (class 35)	998 01/22/98		
Bolivia	CELLSTAR (class 38)	1001 01/22/98	75610-C 11/1/99	11/1/2009
Bolivia	CELLSTAR (stylized) (class 38)	999 01/22/98		
Botswana	CELLSTAR (classes 9, 35, 38)	98/00578 06/08/98		

Updated on September 26, 2001 ~~September 25, 2001~~

CELLSTAR, LTD. FOREIGN TRADEMARKS

Country	Mark (class)	Ser. No./ Filing Date	Reg. No./ Reg. Date	Renewal Date/ *Other
Brazil	CELLSTAR (class 37)	817,136,878 03/02/93	817,136,878 06/06/95	06/05/2005
Brazil	CELLSTAR (stylized) (class 9)	817,322,698 06/23/93	817,322,698 01/24/95	01/23/2005
Brazil	CELLSTAR (class 9)	817,136,860 03/02/93		
Brazil	CELLSTAR (class 40)	820,521,523 1/23/98	820,521,523 6/27/00	6/27/10
Brazil	CELLSTAR (class 38)	820,521,531 1/23/98	820,521,531 6/27/00	6/27/10
Brazil	CELLSTAR (class 37)	820,521,540 01/23/98	820,521,540 06/27/00	6/27/10
Brunei	CELLSTAR (class 9)	24615 02/22/95	20230 12/06/95	02/22/2002
Bulgaria	CELLSTAR (stylized) (class 9)	41,484 3/10/98	34,563 03/04/98	03/04/08
Bulgaria	CELLSTAR (classes 35-38, 42)	41,485 3/10/98	7308 03/10/99	03/10/08
Burundi	CELLSTAR	Filed	3451/BUR	unlimited
Cambodia	CELLSTAR (class 9)	4038 01/01/94	4036 01/12/94	01/01/2004 *01/12/1999 - Use *01/12/2000 - Affidavit of Use
Cambodia	CELLSTAR (class 35)	10757 06/02/98	10942 09/30/98	06/02/2008
Cambodia	CELLSTAR (class 37)	10759 06/02/98	10943 09/30/98	06/02/2008
Cambodia	CELLSTAR (class 38)	10760 06/02/98	10944 09/30/98	06/02/2008
Cambodia	CELLSTAR (class 39)	10761 06/02/98	10945 09/30/98	06/02/2008
Cambodia	CELLSTAR (class 42)	10075 11/11/97	10073 11/25/97	11/11/2007
Canada	CELLSTAR (class 9)	721,282 01/26/93	432,754 09/02/94	09/02/2009
Canada	CELLSTAR (class 35)	867,175 01/23/98		
Chile ³	CELLSTAR (stylized) (class 9)	241,663 05/26/93	415,964 11/08/93	11/08/2003
Chile	CELLSTAR (class 9)	420,490 11/24/98	528,255 11/24/98	
Chile	CELLSTAR (class 35)	424,838 8/21/98	532,103 1/13/99	1/13/09
Chile	CELLSTAR (stylized) (class 35)	424,839 8/21/98	532,104 1/13/99	1/13/09
Chile	CELLSTAR (class 38)	420,489 11/24/98	528,256 11/24/98	
Chile	CELLSTAR (stylized) (class 38)	420,488 11/24/98	528,257 11/24/98	
Chile	CELLSTAR (class 39)	424,837 8/21/98	532,105 1/13/99	1/13/09

CELLSTAR, LTD. FOREIGN TRADEMARKS

Country	Mark (class)	Ser. No./ Filing Date	Reg. No./ Reg. Date	Renewal Date/ *Other
Chile	CELLSTAR (class 39) stylized	424,836 8/21/98	532,102 1/13/99	1/13/09
China	CELLSTAR (plain) (class 9)	93015835/ 03/11/93	694522/ 06/21/94	06/20/2004
China	CELLSTAR (stylized) (class 9)	93015836/ 03/11/93	694523/ 06/21/94	06/20/2004
China	CELLSTAR (transliteration) (class 9)	980001023 1/4/98	1,291,176 7/07/99	7/06/2009
China	CELLSTAR (transliteration) (class 35)	980007093 1/22/98	1,264,971 4/14/99	4/13/2009
China	CELLSTAR (transliteration) (class 37)	980001024 1/4/98	1,264,821 4/14/99	4/13/2009
China	CELLSTAR (transliteration) (class 38)	980001025 1/4/98	1,264,938	4/13/2009
China	CELLSTAR (class 35)	2000074122 05/29/00		
China	CELLSTAR (class 42)	2000074123 05/29/00		
China	CELLSTAR (stylized) (class 42)	2000074124 05/29/00		
China	CELLSTAR (transliteration) (class 42)	200007417 05/29/00		
China	CELLSTAR (transliteration) (class 36)	2000065068 05/15/00		
China	CELLSTAR (transliteration) (class 39)	2000065069 05/15/00		
China	CELLSTAR (stylized) (class 37)	2000058075 04/29/00		
China	CELLSTAR (stylized) (class 38)	2000058065 04/29/00		
China	CELLSTAR (class 37)	2000058073 04/29/00		
China	CELLSTAR (class 38)	2000058074 04/29/00		
Colombia	CELLSTAR (class 9)	93/388,651 05/27/93	221,929 09/16/99	09/16/2009
Colombia	CELLSTAR (class 9)	93/403,362 08/20/93		
Colombia	CELLSTAR (class 38)	97,056,020 09/25/97	207,998 04/30/98	04/29/2008
Colombia	CELLSTAR (class 35)	98,001,693 01/16/98	211,163 07/31/98	07/30/2008
Colombia	CELLSTAR (tradenname)	97,056,692 09/29/97	11,646 12/26/97	Indefinite
Colombia	CELLSTAR (class 42)	97,056,022 09/25/97	208,292 05/14/98	05/13/2008
Costa Rica	CELLSTAR (class 9)		95202 03/13/96	03/13/2005
Costa Rica	CELLSTAR (class 35)		96482 08/26/96	08/26/2005
Costa Rica	CELLSTAR (class 38)		96481 08/26/96	08/26/2005

CELLSTAR, LTD. FOREIGN TRADEMARKS

Country	Mark (class)	Ser. No./ Filing Date	Reg. No./ Reg. Date	Renewal Date/ *Other
Costa Rica	CELLSTAR (class 42)		95203 03/13/96	03/13/2005
Czech Republic	CELLSTAR (stylized) (classes 9,35-39,42)	OZ 130741 3/11/98		
Djibouti	CELLSTAR (classes 9,35,38)	No filing receipts are issued	339/98 12/05/98	12/05/2008
Ecuador	CELLSTAR		DNPI-2197- MICIP 08/01/94	08/01/2004
Ecuador	CELLSTAR (class 9)	92772 12/14/98		
Ecuador	CELLSTAR (class 35)	92768 12/14/98		
Ecuador	CELLSTAR (class 37)	92769 12/14/98		
Ecuador	CELLSTAR (class 38)	92770 12/14/98		
Ecuador	CELLSTAR (class 42)	92771 12/14/98		
El Salvador	CELLSTAR (stylized) (class 9)	5639/99 08/19/99		
El Salvador	CELLSTAR (stylized) (class 35)	5641/99 08/19/99		
El Salvador	CELLSTAR (stylized) (class 36)	5642/99 08/19/99	3-121-7-8 11/9/00	11/9/10
El Salvador	CELLSTAR (stylized) (class 37)	5638/99 08/19/99	75-121-151- 152 11/10/00	11/10/10
El Salvador	CELLSTAR (stylized) (class 38)	5644/99 08/19/99		
El Salvador	CELLSTAR (stylized) (class 42)	5640/99 08/19/99		
Estonia	CELLSTAR	02307 09/22/98	31280 06/08/2000	06/08/2010
European Union	CELLSTAR (class 9,35, 36, 38,42)	47233 04/01/96	47233 03/23/99	04/01/2006
France	CELLSTAR (classes 9 and 38)	95/560,740 03/01/95	95/560,740 03/01/2005	03/01/2005
Guatemala	CELLSTAR (stylized) (class 9)	384-2000 01/18/00		
Guatemala	CELLSTAR (stylized) (class 35)	380-2000 01/18/00		
Guatemala	CELLSTAR (stylized) (class 36)	381-2000 01/18/00		
Guatemala	CELLSTAR (stylized) (class 37)	382-2000 01/18/00		
Guatemala	CELLSTAR (stylized) (class 38)	383-2000 01/18/00		
Guatemala	CELLSTAR (stylized) (class 42)	379-2000 01/18/00		

CELLSTAR, LTD. FOREIGN TRADEMARKS

Country	Mark (class)	Ser. No./ Filing Date	Reg. No./ Reg. Date	Renewal Date/ *Other
Gambia	CELLSTAR (class 9)	000,230 06/16/98		
Guyana	CELLSTAR (classes 9,35, 36, 37, 38, 42)	17,776A 11/01/99		
Germany	CELLSTAR (class 9 and 38)	395,078,598 02/21/95	395078598 02/16/96	02/28/2005
Great Britain	CELLSTAR (class 9 and 38)	2,011,720 02/21/95	2,011,720 02/21/95	02/21/2005
Gibraltar	CELLSTAR (Class 38 (based on UK))		8215 01/13/2000	02/21/2005
Gibraltar	CELLSTAR (Classes 9, 35, 36, 38, 42 (based on CTM))		8216 01/13/2000	03/23/2009
Guatemala	CELLSTAR (stylized) (class 9)	384-200 1/18/00		
Guatemala	CELLSTAR (stylized) (class 35)	380-200 1/18/00		
Guatemala	CELLSTAR (stylized) (class 36)	381-200 1/18/00		
Guatemala	CELLSTAR (stylized) (class 37)	382-200 1/18/00		
Guatemala	CELLSTAR (stylized) (class 38)	383-200 1/18/00		
Guatemala	CELLSTAR (stylized) (class 42)	379-200 1/18/00		
Guyana	CELLSTAR (classes 9,35,36,37,38,42)	17776A 11/01/99		
Honduras	CELLSTAR (stylized) (class 9)	10.531/99 08/04/99		
Honduras	CELLSTAR (stylized) (class 35)	10.532/99 08/04/99		
Honduras	CELLSTAR (stylized) (class 36)	10.566/99 08/04/99		
Honduras	CELLSTAR (stylized) (class 37)	10.533/99 08/04/99		
Honduras	CELLSTAR (stylized) (class 38)	10.565/99 08/04/99		
Honduras	CELLSTAR (stylized) (class 42)	10.534/99 08/04/99		
Honduras	CELLSTAR (stylized) (Tradename)	10.535/99 08/04/99		
Hong Kong	CELLSTAR (class 9)	93/12897 11/30/93	9357/1995 11/10/95	11/29/00
Hong Kong	CELLSTAR (class 35)	1384/98 02/06/98	1021/2001 1/23/01	02/06/05
Hong Kong	CELLSTAR (class 35)	2046/99 02/22/99		
Hong Kong	CELLSTAR (class 36)	1385/98 02/06/98	1022/2001 1/23/01	02/06/05

CELLSTAR, LTD. FOREIGN TRADEMARKS

Country	Mark (class)	Ser. No./ Filing Date	Reg. No./ Reg. Date	Renewal Date/ *Other
Hong Kong	CELLSTAR (class 37)	1386/98 02/06/98	7323/2000 05/23/00	02/06/05
Hong Kong	CELLSTAR (class 39)	1387/98 02/06/98	7324/2000 05/23/00	02/06/05
Hong Kong	CELLSTAR (class 42)	9712977 09/10/97	13156/98 09/10/97	09/09/04
Hong Kong	CELLSTAR (class 42)	2047/99 02/22/99	10065/2000 2/22/99	2/22/06
Hong Kong	CELLSTAR (class 38)	9646/2000 05/04/00	394/2001 050400	05/04/07
Hong Kong	CELLSTAR (transliteration) (class 9)	1200/98 02/04/98	5805/2000 4/17/00	02/04/05
Hong Kong	CELLSTAR (transliteration) (class 35)	1201/98 02/04/98	15882/2000 2/4/98	02/04/05
Hong Kong	CELLSTAR (transliteration) (class 36)	1202/98 02/04/98	8524 6/19/00	02/04/05
Hong Kong	CELLSTAR (transliteration) (class 37)	1203/98 02/04/98	16548/1999 02/04/00	02/04/05
Hong Kong	CELLSTAR (transliteration) (class 38)	1204/98 02/04/98	16549/1999 02/04/00	02/04/05
Hong Kong	CELLSTAR (transliteration) (class 39)	1205/98 02/04/98	8525/2000 6/19/00	02/04/05
Hong Kong	CELLSTAR (transliteration) (class 42)	2045/99 02/22/99	8531/2000 6/19/00	02/22/06
Hungary	CELLSTAR (stylized) (classes 9, 35-39, 42)	M9801193 03/31/98	156,906 03/31/98	
India	CELLSTAR (class 9)	613,904 12/14/93		
Indonesia	CELLSTAR (class 9)	H4.HC.01. 01- 14643 08/15/94	342,614 08/31/95	02/15/2004
Indonesia	CELLSTAR (class 37)	9701529 9/18/97	422,161 1/15/99	01/15/20
Indonesia	CELLSTAR (class 38)	9701528 9/18/97	422,160 1/15/99	01/15/20
Indonesia	CELLSTAR (class 42)	9720891 9/25/97		
Indonesia	CELLSTAR (stylized) (class 9)	D98-18244 10/26/98	446,925 6/2/00	12/26/08
Indonesia	CELLSTAR (stylized) (class 35)	D98-18243 10/26/98	446,924 6/2/00	12/26/08
Indonesia	CELLSTAR (stylized) (class 36)	D98-18242 10/26/98	446,923 6/2/00	12/26/08
Indonesia	CELLSTAR (stylized) (class 37)	D98-18239 10/26/98	446,920 6/2/00	12/26/08
Indonesia	CELLSTAR (stylized) (class 38)	D98-18240 10/26/98	446,921 6/2/00	12/26/08
Indonesia	CELLSTAR (stylized) (class 42)	D98-18241 10/26/98	446,922 6/2/00	12/26/08
Ireland	CELLSTAR (class 9)	6182/95 09/07/95	167,790 08/08/96	09/06/2002

CELLSTAR, LTD. FOREIGN TRADEMARKS

Country	Mark (class)	Ser. No./ Filing Date	Reg. No./ Reg. Date	Renewal Date/ *Other
Israel	CELLSTAR (class 9)	96247 12/25/94	96247 08/05/96	12/25/2001
Israel	CELLSTAR (class 38)	96248 12/25/94	96248 08/05/96	12/25/2001
Israel	CELLSTAR (class 42).	96249 12/25/94	96249 08/05/96	12/25/2001
Japan	CELLSTAR (classes 35, 36, 38, 42)	2000-49525 05/08/00		
S. Korea	CELLSTAR (classes 35, 36 and 42)	15792/99 10/21/99		
Laos	CELLSTAR (and design)	2686 12/29/93	2879 12/05/94	12/29/2003
Laos	CELLSTAR	6494 5/29/98	6437 6/26/98	05/29/2008
Laos	CELLSTAR	5969 9/30/97	5924 10/10/97	09/30/2007
Latvia	CELLSTAR (classes 9, 35-38, 42)	M-98-2889 12/10/98	M46643 12/10/98	12/10/2008
Liberia	CELLSTAR (class 9)	98000879 11/26/98	261198/879 11/26/98	11/26/2013
Liberia	CELLSTAR (class 35)	98000881 11/26/98	261198/881 11/26/98	11/26/2013
Liberia	CELLSTAR (class 38)	98000882 11/26/98	261198/882 11/26/98	11/26/2013
Libya	CELLSTAR (class 9)	9514 06/08/98		
Libya	CELLSTAR (class 35)	9515 06/08/98		
Libya	CELLSTAR (class 38)	9516 06/08/98		
Lithuania	CELLSTAR (classes 9, 35-38, 42)	98-3941 12/16/98		
Madagascar	CELLSTAR (classes 9, 35 and 38)	980372 11/12/98		
Malaysia ¹	CELLSTAR (class 9)	94/06847 08/30/94		
Malaysia	CELLSTAR (class 37)	97-18615 01/03/98		
Malaysia	CELLSTAR (class 38)	97-19565 12/01/97		
Malaysia	CELLSTAR (class 42)	97-19562 12/01/97		
Malaysia	CELLSTAR (transliteration) (Class 9)	98-00064 01/03/98		
Malaysia	CELLSTAR (transliteration) (class 38)	98-00065 01/03/98		
Malaysia	CELLSTAR (stylized) (class 35)	2000-05747 05/09/00		
Malaysia	CELLSTAR (transliteration) (class 35)	2000-05743 05/09/00		
Malaysia	CELLSTAR (class 35)	2000-05676 05/08/00		

CELLSTAR, LTD. FOREIGN TRADEMARKS

Country	Mark (class)	Ser. No./ Filing Date	Reg. No./ Reg. Date	Renewal Date/ *Other
Malaysia	CELLSTAR (transliteration) (class 36)	2000-05742 05/09/00		
Malaysia	CELLSTAR (class 36)	2000-05675 05/08/00		
Malaysia	CELLSTAR (transliteration) (class 37)	2000-05741 05/09/00		
Malaysia	CELLSTAR (stylized) (class 37)	2000-05746 05/09/00		
Malaysia	CELLSTAR (stylized) (class 38)	2000-05745 05/09/00		
Malaysia	CELLSTAR (transliteration) (class 39)	2000-05740 05/09/00		
Malaysia	CELLSTAR (class 39)	2000-05674 05/08/00		
Malaysia	CELLSTAR (stylized) (class 42)	2000-05744 05/09/00		
Malaysia	CELLSTAR (transliteration) (class 42)	2000-05765 05/09/00		
Malaysia	CELLSTAR (stylized) (class 9)	2000-05748 05/09/00		
Mauritius	CELLSTAR (class 9)	No ser. no. 05/29/98		
Mexico ⁵	CELL STAR (and design)	160,775 02/15/93	440,077 08/19/93	
Mexico ⁵	CELL STAR (and design)	165,557 04/16/93	474,925 09/27/94	
Mexico ⁵	CELL STAR (and design)	167,738 05/14/93	446,978 11/23/93	
Mexico ⁵	CELL STAR (and design)	167,739 05/14/93	446,979 11/23/93	
Mexico	CELLSTAR (class 9)	169,936 06/09/93	468,271 08/01/94	06/09/2003
Monaco	CELLSTAR (classes 9, 35, 36, 37, 38, 42)	021267	21075 11/30/99	11/30/2009
Morocco	CELLSTAR (classes 9, 35 and 38)	65849 04/13/98	65,849 04/13/98	04/13/2008
Mozambique	CELLSTAR (classes 9)	Cautionary notice 7/27/98		7/27/01
Mozambique	CELLSTAR (class 35)	Cautionary notice 8/12/98		8/12/01
Mozambique	CELLSTAR (classes 38)	Cautionary notice 8/17/98		8/17/01
New Zealand	CELLSTAR (class 9)	245,184 01/31/95	245,184 07/28/98	01/31/02
New Zealand	CELLSTAR (class 38)	245,185 01/31/95	245,185 06/11/97	01/31/02
New Zealand	CELLSTAR (class 42)	245186 01/31/95	245,186 06/11/97	01/31/02
Nigeria	CELLSTAR (class 9)	39342/99 01/15/99		

CELLSTAR, LTD. FOREIGN TRADEMARKS

Country	Mark (class)	Ser. No./ Filing Date	Reg. No./ Reg. Date	Renewal Date/ *Other
Norway	CELLSTAR (stylized)	98.02304 03/13/98	196990 4/15/99	4/15/2009
Pakistan	CELLSTAR (class 9)	124,187 03/01/94		
Paraguay	CELLSTAR (class 9)	9,303,636 03/15/93	165,440 11/16/93	11/16/2003
Peru	CELLSTAR (with design) (class 9)	221,530 05/31/93		
Peru	CELLSTAR (and design) (class 9)	221,226	6821 04/22/94	04/22/2004
Peru	CELLSTAR (class 9)	98-56587 02/09/98	57758 9/28/99	09/28/2009
Peru	CELLSTAR (stylized) (class 9)	97-49,924 10/16/97	43,218 02/05/98	02/05/08
Peru	CELLSTAR (class 35)	98-56590 02/09/98	15,092 07/24/98	07/24/08
Peru	CELLSTAR (stylized) (class 35)	98-63027 05/20/98	15,506 09/09/98	09/09/08
Peru	CELLSTAR (stylized) (class 38)	98-63028 05/20/98	15,507 09/09/98	09/09/08
Peru	CELLSTAR (class 36)	101799 03/01/00	21723 06/13/00	06/13/2010
Peru	CELLSTAR (stylized) (class 36)	101795 03/01/00	21884 06/26/00	06/26/2010
Peru	CELLSTAR (class 37)	101800 03/01/00	21886 06/26/00	06/26/2010
Peru	CELLSTAR (stylized) (class 37)	101794 03/01/00	21883 06/26/00	06/26/2010
Peru	CELLSTAR (class 39)	101798 03/01/00	22652 08/28/00	08/28/2010
Peru	CELLSTAR (stylized) (class 39)	101796 03/01/00	22651 08/28/00	08/28/2010
Peru	CELLSTAR (class 42)	101793 03/01/00	21722 06/13/00	06/13/2010
Peru	CELLSTAR (stylized) (class 42)	101797 03/01/00	21885 06/13/00	06/13/2010
Philippines	CELLSTAR (class 9)	95628 09/30/94	4-1994-97715 10/29/99	10/28/2019
Philippines	CELLSTAR (class 9)	4-1998-07657 10/13/98		
Philippines	CELLSTAR (stylized) (class 9)	4-1998-07658 10/13/98		
Philippines	CELLSTAR (classes 35, 37 and 38)	4-1998-07656 10/13/98		
Philippines	CELLSTAR (and device) (class 42)	4-1998-07659 10/13/98		
Philippines	CELLSTAR (stylized) (classes 38 and 42)	4-1998-07660 10/13/98		
Philippines	CELLSTAR (classes 36, 39 and 42)			
Philippines	CELLSTAR (stylized) (classes 35 and 37)			

CELLSTAR, LTD. FOREIGN TRADEMARKS

Country	Mark (class)	Ser. No./ Filing Date	Reg. No./ Reg. Date	Renewal Date/ *Other
Poland	CELLSTAR (classes 9, 35, 38, 42)	182713 01/27/98	R 125438 01/27/98	01/27/08
Romania	CELLSTAR (classes 9, 35-39, 42)	16955 03/30/98	35303 3/30/98	03/30/08
Russian Fed.	CELLSTAR (classes 9, 35-39, 42)	98704080 03/13/98	178,950 03/13/98	03/12/08
Rwanda	CELLSTAR (classes 9, 35 and 38)	9/29/98	4306 9/29/98	
Sao Tome Principe	CELLSTAR	Cautionary notices		
Saudi Arabia ⁷	CELLSTAR (class 9)	30267 07/30/95	383/12 09/09/96	04/01/05
Saudi Arabia ⁷	CELLSTAR (class 35)	30268 07/30/95	383/13 09/09/96	04/01/05
Saudi Arabia ⁷	CELLSTAR (class 38)	30269 07/30/95	383/14 09/09/96	04/01/05
Seychelles	CELLSTAR (classes 9)	98000265 10/5/98	4894 09/28/98	9/28/05
Seychelles	CELLSTAR (classes 35)	98000266 10/5/98	4895 09/28/98	9/28/05
Seychelles	CELLSTAR (classes 38)	98000267 10/5/98	4896 09/28/98	9/28/05
Sierra Leone	CELLSTAR (class 9)	9476 06/17/98		
Singapore	CELLSTAR (class 9)	6959/94 08/11/94		
Singapore	CELLSTAR (class 35)	T99/02910H 3/24/99		
Singapore	CELLSTAR SHI LE SHI DA (Chinese Characters) (class 35)	T99/02911F 3/24/99		
Singapore	CELLSTAR (class 37)	12899/96 11/29/96	T96/12899G 11/29/96	11/29/06
Singapore	CELLSTAR (class 38)	12900/96 11/29/96		
Singapore	CELLSTAR (class 42)	12901/96 11/29/96		
Singapore	CELLSTAR (Chinese Characters) (class 9)	(Chi- 5069/97 05/02/97	T97/05069Z 05/02/97	05/02/2007
Singapore	CELLSTAR (Chinese Characters) (class 38)	5070/97 05/02/97	5070/97 05/02/97	05/02/2007
Singapore	CELLSTAR (stylized) (class 9)			
Singapore	CELLSTAR (stylized) (class 35)			
Singapore	CELLSTAR (stylized) (class 37)	T00/07438F May 5, 2000		
Singapore	CELLSTAR (stylized) (class 38)	T00/07439D May 5, 2000		

CELLSTAR, LTD. FOREIGN TRADEMARKS

Country	Mark (class)	Ser. No./ Filing Date	Reg. No./ Reg. Date	Renewal Date/ *Other
Singapore	CELLSTAR (stylized) (class 42)			
Singapore	CELLSTAR SHE LE SHI DA (Chinese Characters) (class 37)	T00/07434C 05/05/00		
Singapore	CELLSTAR SHE LE SHI DA (Chinese Characters) (class 38)	T99/113101 10/08/99		
Singapore	CELLSTAR SHE LE SHI DA (Chinese Characters) (class 42)	T00/07435A 05/05/00		
Singapore	CELLSTAR (class 35)			
Singapore	CELLSTAR (class 36)			
Singapore	CELLSTAR (class 39)			
Slovakia	CELLSTAR (classes 9, 35-38, 42)	1273-98 05/14/98	193713 01/16/01	05/14/08
Slovenia	CELLSTAR (classes 35, 38)	Z-99 70 049 01/15/99		
Spain	CELLSTAR (class 9)	1,744,587 02/15/93	1,744,587 04/20/94	02/15/2003
Sri Lanka	CELLSTAR (class 9)	73904 04/06/95		
Sri Lanka	CELLSTAR (class 35, 36, 37, 38, 42)	819592 11/13/98		
Sudan	CELLSTAR (class 9)	26608 10/05/98		
Sudan	CELLSTAR (class 35)	26609 10/05/98		
Sudan	CELLSTAR (class 38)	26610 10/05/98		
Swaziland	CELLSTAR (classes 9, 35 38)	Filed		
St. Helena	CELLSTAR (classes 9, 35 38) (based on European registration date)	5069/97 05/02/97	2,011,720 2/21/95	02/21/2005
Switzerland	CELLSTAR (classes 9, 35- 39, 42)	1538/1998 2/25/98	456.600 3/12/98	03/11/2008
Taiwan	CELLSTAR (class 9)	(84) 029970 06/16/95	771,519 08/16/97	08/15/2007
Taiwan	CELLSTAR (stylized) (class 35)	(86) 01206 04/16/97	99,644 03/16/98	03/15/2008
Taiwan	CELLSTAR Chinese transliteration "Shih-Lo-Shyh-Ta" (class 35)	(86) 018205 04/16/97	99,084 03/16/98	03/15/2008
Taiwan	CELLSTAR Chinese transliteration "Shih-Lo-Shyh-Ta" (class 35)	(87) 4215 02/03/98	S109,947 06/01/99	03/15/2008
Taiwan	CELLSTAR (stylized) (class 35)	(87) 4212 02/03/98	S109,946 06/01/99	04/15/2008
Taiwan	CELLSTAR (stylized) (class 37)	(87) 4211 02/03/98	S128307 9/1/2000	09/01/2010
Taiwan	CELLSTAR (stylized) (class 39)	(87) 4210 02/03/98	S113,659 08/16/99	08/15/2009
Taiwan	CELLSTAR (class 36)	(87) 4214 02/03/98	107,710 03/16/99	03/15/2009

CELLSTAR, LTD. FOREIGN TRADEMARKS

Country	Mark (class)	Ser. No./ Filing Date	Reg. No./ Reg. Date	Renewal Date/ *Other
Taiwan	CELLSTAR (class 42)	(87) 4213 02/03/98	107,394 02/16/99	02/15/2009
Taiwan	CELLSTAR Chinese transliteration "Shih-Lo-Shyh-Ta" (class 9)	89-26035 05/10/00		
Taiwan	CELLSTAR Chinese transliteration "Shih-Lo-Shyh-Ta" (class 36)	89-26036 05/10/00		
Taiwan	CELLSTAR Chinese transliteration "Shih-Lo-Shyh-Ta" (class 37)	89-26037 05/10/00	139488 3/1/01	2/28/11
Taiwan	CELLSTAR Chinese transliteration "Shih-Lo-Shyh-Ta" (class 38)	89-26038 05/10/00		
Taiwan	CELLSTAR Chinese transliteration "Shih-Lo-Shyh-Ta" (class 39)	89-26039 05/10/00		
Taiwan	CELLSTAR Chinese transliteration "Shih-Lo-Shyh-Ta" (class 42)	89-26040 05/10/00	138991 2/16/01	2/15/11
Taiwan	CELLSTAR (stylized) (class 9)	89-26041 05/10/00		
Taiwan	CELLSTAR (stylized) (class 42)	89-26043 05/10/00	140795 3/16/01	2/15/09
Taiwan	CELLSTAR (class 35)	89-26044 05/10/00		
Taiwan	CELLSTAR (class 37)	89-26045 05/10/00	139534 3/1/01	8/31/10
Taiwan	CELLSTAR (class 38)	89-26046 05/10/00		
Taiwan	CELLSTAR (design + Chinese) (class 9)	89-26047 05/10/00		
Taiwan	CELLSTAR (design + Chinese) (class 35)	89-26048 05/10/00		
Taiwan	CELLSTAR (design + Chinese) (class 37)	89-26049 05/10/00	139535 3/1/01	8/31/01
Taiwan	CELLSTAR (design + Chinese) (class 38)	89-26050 05/10/00		
Taiwan	CELLSTAR (design + Chinese) (class 39)	89-26051 05/10/00		
Taiwan	CELLSTAR (design + Chinese) (class 42)	89-26052 05/10/00	140796 3/16/01	8/31/01
Taiwan	CELLSTAR CELLULAR CLUB +Chinese and design (class 38)	87019658	117909 11/16/1999	11/15/2009
Tangiers	CELLSTAR (classes 9, 35 and 38)	13409 04/16/98	13,409 04/16/98	04/16/2008
Tanzania	CELLSTAR (class 9)	26092 8/17/98	26092 06/16/99	08/17/2005
Tanzania	CELLSTAR (class 38)	721 8/17/98	26092 08/17/98	08/17/2008
Thailand ¹	CELLSTAR (stylized) (class 9)	276,536 11/25/94	118,409 08/31/00	11/25/2004
Thailand	CELLSTAR (and device) (class 35)	361,519 06/03/98		
Thailand	CELLSTAR (stylized) (class 36)	361,520 06/03/98	SM9952 6/3/98	6/3/2008
Thailand	CELLSTAR (stylized) (class 37)	361,521 06/03/98		

CELLSTAR, LTD. FOREIGN TRADEMARKS

Country	Mark (class)	Ser. No./ Filing Date	Reg. No./ Reg. Date	Renewal Date/ *Other
Thailand	CELLSTAR (stylized) (class 38)	361,522 06/03/98		
Thailand	CELLSTAR (stylized) (class 39)	361,523 06/03/98		
Tunisia	CELLSTAR (classes 9,35,38)	EE98.0589 04/17/98	EE98.0589 04/17/98	4/17/2013
Turkey	CELLSTAR (class 9)	1998/2800 03/10/98	1998 002800 03/10/98	03/10/2008
Turkey	CELLSTAR (classes 35 and 38)	1998/3133 03/16/98	199769 03/16/98	03/16/2008
Uganda	CELLSTAR (class 9)	21,771 08/12/98	21,771 08/12/98	08/11/05
Ukraine	CELLSTAR (classes 9, 35-38, 42)	65349713 03/16/98		
United Arab Emirates ⁷	CELLSTAR	10680 5/20/95	9512 03/09/97	05/20/2005
United Arab Emirates ⁷	CELLSTAR	10681 5/20/95	9527 03/09/97	05/20/2005
United Arab Emirates ⁷	CELLSTAR	10682 5/20/95	9528 03/09/97	05/20/2005
Uruguay	CELLSTAR (classes 9, 38 and 42)	279,888 07/31/95	279,888 04/29/97	04/29/2007
Venezuela ³	CELLSTAR (stylized) (class 9)	3011 02/26/93		
Venezuela ⁶	CELLSTAR (class 9)	9928/93 06/02/93		
Vietnam	CELLSTAR (class 9)	16,487/ 12/21/93	13868 10/22/94	12/21/2003
Vietnam	CELLSTAR (classes 9, 35, 36, 37, 38, 39, 42)	N981568 05/30/98	31793 08/12/99	05/30/08
Vietnam	CELLSTAR (class 42)	36202 10/31/97	30188 03/16/99	10/31/2007
Zanzibar	CELLSTAR (class 9)	243/98 07/22/98	141/98 07/24/98	07/22/2012
Zanzibar	CELLSTAR (class 35)	242/98 07/22/98	140/98 07/24/98	07/22/2012
Zanzibar	CELLSTAR (class 38)	241/98 07/22/98	139/98 07/24/98	07/22/2012
Brazil	CELULAR EXPRESS (class 9)	817.663.924 12/22/93	817.663.924 07/9/96	07/08/2006
Brazil	CELULAR EXPRESS (class 37)	817.663.932 12/22/93	817.663.932 08/12/97	08/11/2007
Brazil	CELULAR EXPRESS (and design) (class 9)	817.762.604 03/21/94	817.762.604 04/16/96	04/15/2006
Brazil	CELULAR EXPRESS (and design) (class 37)	817.762.612 03/21/94	817.762.612 04/16/96	04/15/2006
Brazil	Kangaroo design (class 35)	817.762.582 03/21/94	817.762.582 04/16/96	04/15/2006
Brazil	Kangaroo design (class 37)	817.762.590 03/21/94	817.762.590 04/16/96	04/15/2006
Chile	CELULAR EXPRESS 9			
Chile	CELULAR EXPRESS 35			

CELLSTAR, LTD. FOREIGN TRADEMARKS

Country	Mark (class)	Ser. No./ Filing Date	Reg. No./ Reg. Date	Renewal Date/ *Other
Chile	CELULAR EXPRESS 38			
Colombia	CELULAR EXPRESS (class 9)	9,422,250 05/25/94	165,477 09/28/94	09/27/2004
Ecuador	CELULAR EXPRESS 9	103672 05/02/00		
Ecuador	CELULAR EXPRESS 35	103673 05/02/00		
Ecuador	CELULAR EXPRESS 38	103674 05/02/00		
France	CELLULAR EXPRESS (and design) (classes 9, 38)	95/569,698 04/28/95	95569698 04/28/95	04/28/2005
Germany	CELLULAR EXPRESS (and design) (classes 9, 38)	39517285.3 04/21/95	395,172,285 04/29/96	04/29/2005
Great Britain	CELLULAR EXPRESS (and design) (classes 9, 38)	2,018,225 04/22/95	2,018,225 03/01/96	04/22/2005
Korea	CELLULAR EXPRESS (and design) (class 39)	13992/95 04/12/95	348,903 10/22/96	10/22/2006
Korea	CELLULAR EXPRESS (and design) (class 35)	3359/95 04/12/95	34,230 01/15/97	01/15/2007
Korea	CELLULAR EXPRESS (and design) (class 42)	3450/95 04/14/95	36,433 05/29/97	05/29/2007
Mexico	CELULAR EXPRESS	120,356 08/16/91	425,270 11/12/92	
Mexico	CELULAR EXPRESS	121,856 09/05/91	403,652 01/15/92	
Mexico ⁵	CELULAR EXPRESS (and design)	135,932 03/24/92	419,106 08/03/92	
Mexico	CELULAR EXPRESS (class 38) (and design)		559,732	
Mexico ⁵	CELULAR EXPRESS (class 42) (and design)	135,933 03/24/92	abandoned	
Mexico ⁵	CELULAR EXPRESS (and design) (class 42)	159,172 01/25/93	abandoned	
Mexico ⁵	CELULAR EXPRESS (class 9) (and design)	159,238 01/26/93	abandoned	
Mexico ⁵	CELULAR EXPRESS (and design) (class 42)	165,316 04/14/93	abandoned	
Mexico ⁵	CELULAR EXPRESS MUCHO MAS QUE TELEFONIA CELULAR (class 38)	302,740 07/29/97		
Mexico	CELLULAR EXPRESS S.A. de C.V.		440,077 06/20/94	
New Zealand	CELLULAR EXPRESS (and design) (class 9)	246,076 02/22/95	246,076 11/10/97	02/22/2002
New Zealand	CELLULAR EXPRESS (and design) (class 38)	246,077 02/22/95	246,077 10/30/97	02/22/2002
New Zealand	CELLULAR EXPRESS (and design) (class 42)	246,078 02/22/95	246,078 10/30/97	02/22/2002
Paraguay	CELULAR EXPRESS (class 9)	09394 04/26/00		
Paraguay	CELULAR EXPRESS (class 35)	09393 04/26/00	23563 11/8/00	11/08/10
Paraguay	CELULAR EXPRESS (class 38)	09395 04/26/00	22775 9/7/00	09/07/10

CELLSTAR, LTD. FOREIGN TRADEMARKS

Country	Mark (class)	Ser. No./ Filing Date	Reg. No./ Reg. Date	Renewal Date/ *Other
Peru	CELULAR EXPRESS (class 9)	104341 04/14/00	70010 03/13/01	3/13/2010
Peru	CELULAR EXPRESS (class 35)	104343 04/14/00	23563 11/08/00	11/08/2010
Peru	CELULAR EXPRESS (class 38)	104342 04/14/00	22775 09/07/00	09/07/1010
Philippines ³	CELLULAR EXPRESS (and design) (class 9)	107,227 04/03/96		
Singapore	CELLULAR EXPRESS (class 9)	T00/06727D 04/22/00		
Singapore	CELLULAR EXPRESS (class 35)	T00/06728B 04/22/00		
Singapore	CELLULAR EXPRESS (class 37)	T00/06729J 04/22/00		
Singapore	CELLULAR EXPRESS (class 38)	T00/06730D 04/22/00		
Singapore	CELLULAR EXPRESS (class 42)	T00/06731B 04/22/00		
South Africa	CELLULAR EXPRESS (and design) (class 9)	9,503,360 03/17/95	95/03360 03/17/95	03/17/2005
South Africa	CELLULAR EXPRESS (and design) (class 38)	9,503,361 03/17/95	95/03361 03/17/95	03/17/2005
South Africa	CELLULAR EXPRESS (and design) (class 42)	9,503,362 03/17/95	95/03362 03/17/95	03/17/2005
Taiwan	CELLULAR EXPRESS (and design) (class 9)	(84)029969 06/16/95	773,578 09/01/97	08/21/2007
Uruguay	CELLULAR EXPRESS (class 9, 35, 38)	322637 05/11/00		
Mexico	CELLULAR ONE	143,545 06/30/92	abandoned	
Mexico	CELLULAR ONE	143,546 06/30/92	abandoned	
Mexico	CELLULAR ONE	143,548 06/30/92	abandoned	
Argentina	SERVICELL (class 9)	1,899,480 11/17/93	1,531,704 07/29/94	07/29/2004
Colombia	SERVICELL (class 9)	421,437 12/06/93	158,157 05/17/94	05/16/2004
Argentina	CELLSTAR NETXTREME (class 35)	2,288,163 05/24/00		
Argentina	CELLSTAR NETXTREME (class 39)	2,288,164 05/24/00		
Colombia	CELLSTAR NETXTREME (class 35)	99.070.065 11/05/99	233386 08/11/00	08/10/10
Chile	NETXTREME			
China	NETXTREME (class 39)	2000058603 04/03/00		
Community	NETXTREME (classes 35 and 39)	001642826 05/03/00		
Venezuela	NETXTREME (class 35)	13608-00 07/31/00		
Colombia	CELLSTAR AOS ON-LINE (class 35)	00.018.524 03/14/00		

CELLSTAR, LTD. FOREIGN TRADEMARKS

Country	Mark (class)	Ser. No./ Filing Date	Reg. No./ Reg. Date	Renewal Date/ *Other
Community	CELLSTAR AOS ON-LINE (class 35)	001516822 02/15/00		
Argentina	AOS ON-LINE (class 35)	2.288.161 05/24/00		
Chile	AOS ON-LINE (class 35)			
Mexico	AOS ON-LINE (class 35)			
Peru	AOS ON-LINE (class 35)	105721 05/08/200	010831-2000 09/11/00	09/11/10
Taiwan	AOS ON-LINE (class 35)	89-44460 08/02/00		
Venezuela	AOS ON-LINE (class 35)	13607-00 07/31/00		
Argentina	CELLSTAR ADVANCED ORDER SYSTEM (class 35)	2.286.870 05/17/00		
Chile	CELLSTAR ADVANCED ORDER SYSTEM			
Colombia	CELLSTAR ADVANCED ORDER SYSTEM (class 35)	99.072.371 11/17/99	233316 08/11/00	08/10/10
Community	CELLSTAR ADVANCED ORDER SYSTEM (class 35)	001510528 02/14/00	001510528 2/14/01	2/14/10
Mexico	CELLSTAR ADVANCED ORDER SYSTEM (class 35)	429152 06/05/00		
Peru	CELLSTAR ADVANCED ORDER SYSTEM (class 35)	105722 05/08/00	012194-2000 10/09/00	10/09/10
Taiwan	CELLSTAR ADVANCED ORDER SYSTEM (class 35)	89-44461 08/02/00		
Venezuela	CELLSTAR ADVANCED ORDER SYSTEM (class 35)	10069-00 06/12/00		
US	ORDERSTAR (class 35)	78/058,543 April 16, 2001		
Argentina	ORDERSTAR (class 35)			
Canada	ORDERSTAR (class 35)	1,108736 7/6/01		
Chile	ORDERSTAR (class 35)			
China	ORDERSTAR (class 35)	2001/115,627 7/2/01		
Colombia	ORDERSTAR (class 35)	01057389 7/13/01		
CTM	ORDERSTAR (class 35)	002289346 6/26/01		
Hong Kong	ORDERSTAR (class 35)	10338/2001 6/28/01		
Japan	ORDERSTAR (class 35)	2001-69257 7/31/01		
Korea	ORDERSTAR (class 35)	12537/2001 6/28/01		
Malaysia	ORDERSTAR (class 35)	2001-08214 6/29/01		
Mexico	ORDERSTAR (class 35)	495180 4/16/01		
Peru	ORDERSTAR (class 35)	130384 6/25/01		

CELLSTAR, LTD. FOREIGN TRADEMARKS

Country	Mark (class)	Ser. No./ Filing Date	Reg. No./ Reg. Date	Renewal Date/ *Other
Philippines	ORDERSTAR (class 35			
Singapore	ORDERSTAR (class 35	T01/09459C 6/29/01		
Taiwan	ORDERSTAR (class 35			

¹ Pending governmental approval of assignment from Cellstar Corporation

² Pending governmental approval of assignment from ASR Telecomunicacoes S.A. and Cellstar Corporation.

³ Pending governmental approval of assignment from National Auto Center, Inc.



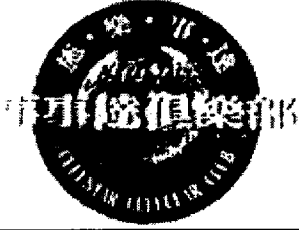

⁴ Pending governmental approval of assignment from ASR Telecomunicacoes S.A. and National Auto Center, Inc.

⁵ Pending governmental approval of assignment from Celular Express, S.A. de C.V.









⁶ Pending governmental approval of assignment from ASR Telecomunicacoes S.A.

⁷ Assignment to Cellstar, Ltd. pending

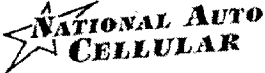




CELLSTAR STYLIZED AND DESIGN MARKS

CELLSTAR (stylized)	
CELLSTAR (transliteration)	<p>施樂事達</p>
	
CELLSTAR (design + Chinese)	
CELLSTAR CELLULAR CLUB (Chinese and design)	
CELLSTAR ADVANCED ORDER SYSTEM (and design)	

CELLSTAR, LTD. US TRADEMARKS

Mark	Ser. No./ Filing Date	Reg. No./ Reg. Date	Renewal Date/ *Other
CELLSTAR	74/354,588 02/15/94	1,835,240 05/10/94	05/10/2004 *05/10/2000 - §8 and 15 Affidavits
TWO NAMES YOU CAN CLEARLY COUNT ON	74/483,718 01/28/94	1,875,583 01/24/95	01/24/2005 *01/24/2001 - §8 and 15 Affidavits will not be filed, registration will be automatically canceled on 1/24/01
CELLSTAR w/globe logo 	74/489,103 2/14/94	1,896,626 5/30/95	5/30/2005 §8 and 15 Affidavits filed
INTELLIGENT FAST CHARGER	74/559,265 08/10/94	1,968,988 04/16/96	04/16/2006 *4/16/2002 - §8 and 15 Affidavits
ACCESSORY PERFORMANCE PAC	74/677,425 05/17/95	2,007,790 11/15/96	10/05/2006 *10/15/2002 - §8 and 15 Affidavits
CELLULAR PHONE CENTER and design 	74/577,186 09/22/94	1,967,868 04/16/96	04/16/2006 *04/16/2002 - §8 and 15 Affidavits
NATIONAL COMMUNICATIONS and design 	74/582,146 10/03/94	2,152,686 04/21/98	04/21/2008 *04/21/2004 - §8 and 15 Affidavits
ESSENTIALS CELLULAR ACCESSORIES  (stylized)	74/686,976 06/12/95	2,086,312 08/05/97	08/05/2007 08/05/2003 §8 and 15 Affidavits
ESSENTIALS CELLULAR ACCESSORIES (styl-  ized)	74/686,975 06/12/95	1,985,444 07/09/96	07/09/2006 *07/09/2002 §8 and 15 Affidavits
COMMUNICATION CENTER (stylized) 	74/582,145 10/03/94	2,016,191 11/12/96	11/12/2006 *11/12/2002- §8 and 15 Affidavits
FULFILLING A WIRELESS WORLD	74/674,551 05/16/95	2,007,764 11/15/96	10/15/2006 *10/15/2002 - §8 and 15 Affidavits
STARPOINTS	74/674,586 05/18/95	1,974,916 05/21/96	05/21/2006 *05/21/2002 - §8 and 15 Affidavits
FULFILLING YOUR WIRELESS WORLD	74/603,603 11/28/94	2,055,075 10/01/96	10/01/2006 *10/01/2002 - §8 and 15 Affidavits
CELLSTAR (stylized) 	74/651,394 03/24/95	1,976,263 05/28/96	05/28/2006 *05/28/2001 - §8 and 15 Affidavits
INTERACT (stylized) 	74/663,849 04/20/95	2,084,473 07/29/97	07/29/2007 07/29/2003 - §8 and 15 Affidavits
INTERACT INTERACTIVE ASSISTANT FOR CELLULAR TECHNOLOGY	74/663,850 04/20/95	2,065,618 05/27/97	05/27/2007 05/27/2003 - §8 and 15 Affidavits
BACKED BY THE BEST	74/735,081 09/27/95	2,363,539 07/04/00	07/04/10 07/04/06- §8 and 15 Affidavits

CELLSTAR, LTD. US TRADEMARKS

Mark	Ser. No./ Filing Date	Reg. No./ Reg. Date	Renewal Date/ *Other
NATIONAL AUTO CELLULAR and design 	75/015,298 11/06/95	2,122,720 12/23/97	07/09/2007 07/06/2003 - §8 and 15 Affidavits
CELLSTAR CSC CUSTOMER SATISFACTION CENTER and design 	not filed		
CELLSTAR	75/399597 12/3/97	2275537 9/7/99	9/7/09
CELLSTAR w/globe logo 	75/541,329 08/24/98		
CELLSTAR NET XTREME	75/467,264 04/13/98		
AOS ON-LINE and design 	75/622,176 01/19/99		
CELLSTAR ADVANCED ORDER SYSTEM and design 	75/622,175 01/19/99	2,318,993 02/15/00	02/15/10 02/15/2006 - §8 and 15 Affidavits

winword\cellstar\ustm.doc

SCHEDULE 2

PATENTS AND PATENT APPLICATIONS

CELLSTAR, LTD. US PATENTS			
TITLE	INVENTOR	Patent No.	Issue Date
UNITIZED PACKAGE ASSEMBLY	Rebecca K. Richardson	5,565,159	12/23/97

CELLSTAR, LTD. US PATENT APPLICATIONS			
TITLE	INVENTOR	Application No.	Filing Date
METHOD AND SYSTEM OF DELIVERING AN ACTIVATED WIRELESS DEVICE	Michael Cleary, Mario Hernandez	60/187,424	03/07/00
ORDERING SYSTEM AND METHOD	Michael Cleary, Mario Hernandez, Richard White	60/215,503	06/30/00
WIRELESS ORDERING SYSTEM AND METHOD	Michael Cleary, Mario Hernandez, Richard White	60/218,109	07/13/00
REMOTE REPORTING SYSTEM AND METHOD	Michael Cleary, Cathy Faulkner	60/242,248	10/20/00
REMOTE PROCEDURE CALL	Michael Cleary, Jason Hall	60/219,589	07/20/00
CUSTOMER-CONTROLLED INVENTORY ACCESS	Michael Cleary, Cathy Faulkner, Jason Hall, Mario Hernandez, Richard White	09/681,968	June 30, 2001

Updated on September 26, 2001 ~~September 25, 2001~~

SCHEDULE 3

COPYRIGHTS

CELLSTAR, LTD. US COPYRIGHTS			
WORK TITLE	Copyright No.	Registration Date	Exiration Date
ACCESSORY PERFORMANCE PACK BOX WITH HANDLE	VA 725-904	5/19/95	May 20, 2069

Updated on September 26, 2001 ~~September 25, 2001~~

TRADEMARK
REEL: 002475 FRAME: 0350

Schedule 4
Intellectual Property Security Agreement

Region:	Country	Agreement Type	Effective Date	Parties-Entities	
US:		Proposed Settlement Agreement which includes agreement to license current issued and pending patents to Brightpoint in exchange for license to use Brightpoint's patent. Settlement not yet final, however basic agreement has been approved by U.S. magistrate.	Pending	Between: CellStar, Ltd. and Brightpoint Corporation	
	ASIA:	HONG KONG:	12/01/2000	Between: CellStar, Ltd. and CellStar (Asia) Corporation Limited (Hong Kong)	
		KOREA:	03/14/2000	Between: CellStar International Corporation/Asia and CellStar Telecom Ltd. (Korea)	
		MALAYSIA:	10/16/1995	Between: CellStar, Ltd., (US-Texas) and CellStar Aritel SDN BHD (Malaysia)	
		PHILIPPINES:	06/01/2000	Between: CellStar, Ltd. (US-Texas) and CellStar Philippines, Inc. (Philippines)	
		PRC		CellStar authorizes distributors and retail outlets to use CellStar trademarks in exchange for continued purchases of product.	
		SINGAPORE:	06/01/2000	Between: CellStar, Ltd. (US-Texas) and CellStar Pacific PTE LTD., Inc. (Singapore)	
		TAIWAN:	02/01/1996	Between: CellStar, Ltd. (US-Texas) and CellStar Telecommunication Taiwan Co., Ltd. (Taiwan)	
	LATIN AMERICA:	COLOMBIA:	License Agreement	03/30/2001	Between: CellStar, Ltd. (US-Texas) and CellStar de Colombia LTDA. (Colombia)
		PERU:	License Agreement	05/01/1998	
VENEZUELA		Trademark License Agreement	12/29/2000	Between: CellStar, Ltd. (US-Texas) represented by attorney-in-fact Hernando diaz-Candia per Power of Attorney and CellStar Celular, C.A. (Venezuela) and Gabriel Rico, sole shareholder, individual and Licensee. Note: Royalties due effective 7/1/2000, Term of Agreement: 12/31/2000 thru 12/31/2002 with option to renew.	

EXHIBIT A

Trademarks

<u>Mark</u>	<u>Serial No.</u>	<u>Registration No.</u>
BACKED BY THE BEST	75/383,954	2,363,539
CELLSTAR	75/399,597	2,275,537
CELLSTAR & DESIGN	75/541,329	
CELLSTAR NET XTREME	75/467,264	
AOS ON-LINE & DESIGN	75/622,176	
CELLSTAR ADVANCED ORDER SYSTEM & DESIGN	75/622,175	2,318,993