

3/25/02

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

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



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To the Honorable Commissioner of Patents and Trademarks, please forward original documents or copy thereof.

1. Name of conveying party(ies): Leap Wireless International, Inc. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [X] Corporation-State - Delaware [ ] Other

2. Name and address of receiving party(ies) Name: Cricket Communications, Inc. Internal Address: Street Address: 10307 Pacific Center City: San Diego State: CA Zip: 92121 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [X] Corporation-State Delaware [ ] Other

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

3. Nature of conveyance: [X] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] 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

Execution Date: March 22, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/261,078 and 76/261,077

B. Trademark Registration No.(s)

Additional number(s) attached [ ] Yes [X] No

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

Name: Thomas J. McWilliams, Esq. Internal Address: Reed Smith, LLP Street Address: 2500 One Liberty Place, 1650 Market Street City: Philadelphia State: PA Zip: 19103

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 80.00 [X] Enclosed [ ] Authorized to be charged to deposit account

8. Deposit account number: 18-0586

(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. Thomas J. McWilliams Name of Person Signing

Signature

March 25, 2002 Date

Total number of pages including cover sheet, attachments, and document: 3 Mail documents to be recorded with required cover sheet information: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

OFFICE OF PATENT RECORDS FINANCE SECTION 2002 MAR 25 11 09 AM

Repln. Ref: 04/12/2002 TBIAZI 0000171000 PNH:180536 Name/Number:76261078 \$15.00 CR FC: 704

04/12/2002 TBIAZI 00000102 76261078 01 FC:481 40.00 DP 02 FC:482 25.00 DP

**TRADEMARK ASSIGNMENT**

WHEREAS, Leap Wireless International, Inc., a Delaware Corporation, of 10307 Pacific Center, San Diego, California, 92121 (hereinafter "Leap Wireless"), and Cricket Communications, Inc., a Delaware corporation, of 10307 Pacific Center, San Diego, California, 92121 (hereinafter "Cricket Communications"), as of the last date listed below ("Effective Date") have agreed as set forth below;

WHEREAS, Leap Wireless has applied for the United States Trademark Application Serial No. 76/261,078 for BEST SEATS IN THE HOUSE and United States Trademark Application Serial No. 76/261,077 for MOST COMFORTABLE SEATS IN THE HOUSE (the "Applications"), and has filed the Applications indicating that Leap Wireless has the bona fide intent to use in commerce the BEST SEATS IN THE HOUSE and MOST COMFORTABLE SEATS IN THE HOUSE marks (the "Marks"), but has not yet filed allegations of use for the Marks under §§1(c) or 1(d) of the Trademark Act;

WHEREAS, Cricket Communications, the successor of the ongoing and existing business of Leap Wireless to which the Marks pertain, has used the BEST SEATS IN THE HOUSE and MOST COMFORTABLE SEATS IN THE HOUSE marks, and has acquired at least common law rights in the Marks;

WHEREAS, Cricket Communications is desirous of acquiring any and all of Leap Wireless' right, title and interest in and to the Applications and the Marks, and any and all goodwill of the business associated therewith ("IP Rights"); and

WHEREAS, the parties wish to acknowledge an assignment of the IP Rights, and to make this acknowledgement of record in the United States Patent and Trademark Office;

**NOW, THEREFORE**, in consideration of the foregoing premises, and for other executed good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Leap Wireless and Cricket Communications, intending to be legally bound hereby, do agree as follows:

Leap Wireless hereby acknowledges that Leap Wireless has assigned, transferred, conveyed and set over, and does hereby assign, transfer, convey, and set over, unto Cricket Communications, Leap Wireless's entire right, title and interest in and to the Applications and the Marks, and any and all goodwill of the business associated therewith, and any and all causes of action related to the Marks, the Marks to be held and enjoyed by Cricket Communications for its own use and on its own behalf, and the IP Rights to inure to the benefit of Cricket Communications, its successors and assigns. As such, this Agreement shall be binding upon and inure to the benefit of the parties, their successors, affiliates, licensees, and assigns.

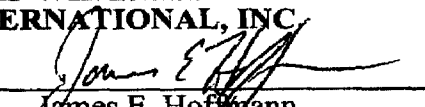
Leap Wireless represents and warrants that (i) Leap Wireless has the power and authority to enter into and perform its obligations under this Agreement; and (ii) Leap Wireless has not assigned the IP Rights previously. Further, upon request, Leap Wireless further agrees to execute such additional documents as may be required or deemed necessary to effect the assignment set forth herein.

Waiver by either party of any breach or failure by either party to enforce the terms and conditions of this Agreement, at any time, shall not in any way affect, limit, or waive the right of that party thereafter to enforce and compel strict compliance with any term or condition hereof. The validity, performance, construction and effect of this Agreement shall be governed by the laws of the State of California without regard to conflict of laws principles.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute but one and the same Agreement.

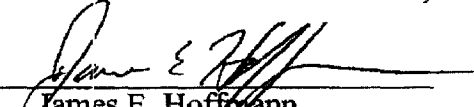
**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by respective duly authorized representatives, as of the Effective Date.

**LEAP WIRELESS  
INTERNATIONAL, INC.**

By:   
James E. Hoffmann  
Senior Vice President

Dated: March 22, 2002

**CRICKET COMMUNICATIONS, INC.**

By:   
James E. Hoffmann  
Senior Vice President

Dated: March 22, 2002