

RI
T

04-17-2002

Docket No.:



Tab settings

To the Honorable Commissioner of Patents

102058065

ached original documents or copy thereof.

1. Name of conveying party(ies): 2002 APP - 3 - 21 2: 43
Kerrville Communications Corporation
 FINANCIAL SECTION
 4-3-02

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

Additional names(s) of conveying party(ies) Yes No

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

Name: CoBank, ACB
 Internal Address: Attention: Terry Fountain
 Street Address: 5500 South Quebec Street
 City: Greenwood Village State: CO ZIP: 80111

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
 (Designations must be a separate document from
 Additional name(s) & address(es) Yes N

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: January 31, 2002

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

Additional numbers Yes No

B. Trademark Registration No.(s)

1,790,720

Yes No

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

Name: Janet P. Peyton, Esq.
 Internal Address: McGuireWoods LLP
 Street Address: 901 East Cary Street, One James Center
 City: Richmond State: VA ZIP: 23219-4030

6. Total number of applications and registrations involved: 1

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

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

04/16/2002 6TON11 00000249 1790720
 01 FC:481 40.00 OP

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.

Janet P. Peyton [Signature] March 25, 2002
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and

9

**AMENDED AND RESTATED INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of January 31, 2002 (as such agreement may be further amended, amended and restated, supplemented or otherwise modified from time to time, this "*IP Security Agreement*"), made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of CoBank, ACB, as Administrative Agent (the "*Administrative Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, the Grantors have entered into an Amended and Restated Credit Agreement dated as of January 31, 2002 (as such Agreement may be further amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with the Lender Parties party thereto, the Administrative Agent and the other Agents party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Amended and Restated Security Agreement dated as of January 31, 2002, made by the Grantors to the Administrative Agent for the benefit of the Secured Parties (as such Agreement may be further amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, Grantors have granted a security interest in, among other property, certain intellectual property of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

the United States, international, and foreign patents, patent applications and patent licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Exhibit E to the Security Agreement (an "*IP Security Agreement Supplement*"), executed and delivered by such Grantor to the Administrative Agent from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "*Patents*");

the United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Administrative Agent from time to time) (the "**Trademarks**");

the United States and foreign copyright registrations and applications and copyright licenses set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Administrative Agent from time to time) (the "**Copyrights**");

any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

any and all proceeds of the foregoing.

Section 2. Security for Obligations. The pledge and collateral assignment of, and the grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise subject to Section 9.16 of the Credit Agreement.

Section 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

Section 4. Execution in Counterparts. This Agreement may be executed in any number of 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.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Section 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signatures follow.]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed by their respective members, managers, partners or officers, as the case may be, thereunto duly authorized, as of the date first above written.

Southwest II: VALOR TELECOMMUNICATIONS SOUTHWEST II, LLC

Enterprises II: VALOR TELECOMMUNICATIONS ENTERPRISES II, LLC
By: Valor Telecommunications Southwest II, LLC, its Sole Member

Kerrville: KERRVILLE COMMUNICATIONS CORPORATION

Initial Subsidiary Grantors: THE KERRVILLE TELEPHONE COMPANY
HARPER TELEPHONE COMPANY
ADVANCED TEL-COM SYSTEMS CORPORATION
KCC TELCOM, INC.
KERRVILLE CELLULAR, INC.
KERRVILLE MOBILE HOLDINGS, INC.
KERRVILLE CELLULAR MANAGEMENT, LLC
By: Kerrville Cellular, Inc., its Sole Member
KERRVILLE CELLULAR HOLDINGS, LLC
By: Kerrville Cellular, Inc., its Sole Member
KERRVILLE WIRELESS HOLDINGS LIMITED PARTNERSHIP
By: Kerrville Cellular Management, LLC, its General Partner
By: Kerrville Cellular, Inc., its Sole Member

By: *John A. Butler*
John A. Butler
(Treasurer with respect to each Grantor)

PATENTS

NONE

DCLIB02:1345705-1

TRADEMARKS

Item	Jurisdiction of Registry	Registration Number	Date of Registration	Expiry
KTC KERRVILLE TELEPHONE COMPANY & Design	U.S.	U.S. Service Mark Registration No. 1,790,720, Serial No. 74/337691	August 31, 1993	To be renewed August 31, 2003.
FIVE STAR WIRELESS & Design	U.S.	U.S. Service Mark Reg. No. 2,230,528, Serial No. 75/415,580	March 9, 1999	<ul style="list-style-type: none"> To be renewed March 9, 2009. Affidavit of Continued Use to be filed by March 9, 2005.
FIVE STAR WIRELESS & Design	Texas	Texas State Service Mark Reg. No. 57455	January 8, 1998	To be renewed January 8, 2008.
FIVE STAR CELLULAR & Design	U.S.	U.S. Service Mark Reg. No. 1,760,786, Serial No. 74/125631	March 23, 1993	<ul style="list-style-type: none"> To be renewed March 23, 2003. This mark is no longer actively used, as it has been replaced by Five Star Wireless.
FIVE STAR CELLULAR & Design	Texas	Texas State Service Mark Reg. No. 57115	September 22, 1997	<ul style="list-style-type: none"> To be renewed September 22, 2007. This mark is no longer actively used, as it has been replaced by Five Star Wireless.
KERRVILLE TELEPHONE CELLULAR & Design	U.S.	U.S. Service Mark Reg. No. 1,870,109		This mark was never actively used and will not be renewed.

DCLIB02:1345705-1

COPYRIGHTS

Kerrville Telephone Company Directory	U.S.	See Attachment A	2001 and all prior years	See Attachment A
--	------	------------------	-----------------------------	------------------

	Jurisdiction of Registry	Registration Number	Date of Registration	Date of Publication	Expiration Date*
Kerrville Telephone Company Directory	U.S.	TX-62-139	June 22, 1978	May 1, 1978	May 1, 2073
Kerrville Telephone Company Directory	U.S.	TX-267-068	June 11, 1979	May 1, 1979	May 1, 2074
Kerrville Telephone Company Directory	U.S.	TX-522-807	July 9, 1980	May 1, 1980	May 1, 2075
Kerrville Telephone Company Directory	U.S.	TX-737-642	July 24, 1981	May 1, 1981	May 1, 2076
Kerrville Telephone Company Directory	U.S.	TX-946-660	August 9, 1982	May 1, 1982	May 1, 2077
Kerrville Telephone Company Directory	U.S.	TX-1-142-788	July 6, 1983	May 1, 1983	May 1, 2078
Kerrville Telephone Company Directory	U.S.	TX-1-406-764	September 11, 1984	May 1, 1984	May 1, 2079
Kerrville Telephone Company Directory	U.S.	TX-1-572-450	May 16, 1985	May 1, 1985	May 1, 2080
Kerrville Telephone Company Directory	U.S.	TX-1-823-997	June 3, 1986	May 1, 1986	May 1, 2081
Kerrville Telephone Company Directory	U.S.	TX-2-057-281	May 11, 1987	May 1, 1987	May 1, 2082
Kerrville Telephone Company Directory	U.S.	TX-2-324-926	June 6, 1988	May 1, 1988	May 1, 2083
Kerrville Telephone Company Directory	U.S.	TX-2-638-345	September 12, 1989	May 1, 1989	May 1, 2084
Kerrville Telephone Company Directory	U.S.	TX-2-858-677	August 2, 1990	May 1, 1990	May 1, 2085

* Expiration date calculated pursuant to 17 U.S.C. § 302

DCLIB02:1345705-1

Jurisdiction of Registry	Registration Number	Date of Registration	Date of Publication	Expiration Date
Kerrville Telephone Company Directory	TX-3-183-423	November 5, 1991	May 1, 1991	May 1, 2086
Kerrville Telephone Company Directory	TX-3-369-707	August 11, 1992	May 1, 1992	May 1, 2087
Kerrville Telephone Company Directory	TX-3-758-750	February 10, 1994	May 1, 1993	May 1, 2088
Kerrville Telephone Company Directory	TX-4-008-665	May 3, 1995	May 1, 1994	May 1, 2089
Kerrville Telephone Company Directory	TX-4-036-937	May 22, 1995	May 1, 1995	May 1, 2090
Kerrville Telephone Company Directory	TX-4-326-839	August 27, 1996	May 6, 1996	May 6, 2091
Kerrville Telephone Company Directory	TX-4-479-137	May 20, 1997	April 14, 1997	April 14, 2092
Kerrville Telephone Company Directory	TX-4-726-716	June 9, 1998	April 17, 1998	April 17, 2093
Kerrville Telephone Company Directory	TX-4-888-887	May 3, 1999	April 15, 1999	April 15, 2094
Kerrville Telephone Company Directory	TX-5-136-754	June 30, 2000	May 2, 2000	May 2, 2095
Kerrville Telephone Company Directory	TX-5-334-095	May 8, 2001	April 16, 2001	April 16, 2096
Kerrville Telephone Company Directory	TX-5-334-096	May 8, 2001	April 16, 2001	April 16, 2096

* Expiration date calculated pursuant to 17 U.S.C. § 302.

DCLIB02.1345705-1