

RE

08-23-2002

NET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



102198924

8-23-02

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

1. Name of conveying party(ies):  
PrimeCo Wireless Communications LLC  
8-23-02

Individual  
 General Partnership  
 Corporation-State

Association  
 Limited Partnership  
 Other- Limited  
Liability Company of Delaware

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

3. Nature of conveyance:  
 Assignment  
 Security Agreement  
 Other -

Merger  
 Change of Name

Execution Date: August 7, 2002

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

Name: United States Cellular Corporation  
Internal Address: 40<sup>th</sup> Floor  
Street Address: 30 North LaSalle Street  
City: Chicago State: IL Zip: 60602 Country: United States

Individual(s) Citizenship: U.S.A.  
 Association:  
 General Partnership:  
 Limited Partnership:  
 Corporation-State Delaware  
 Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No, the designation of domestic representative has been made with the Power of Attorney which has been filed with the Patent and Trademark Office.

(Designations must be a separate document from Assignment)

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

4. Application number(s) or registration number(s):  
If this document is being filed together with a new application, the execution date of the application is: n/a

A. Trademark Application No.(s)  
SEE ATTACHED SHEETS

B. Trademark registration No.(s)  
SEE ATTACHED SHEETS

Additional numbers attached?  Yes  No

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

Name: Elisabeth A. Evert, Esq.  
Internal Address: Sidley Austin Brown & Wood, LLP  
Street Address: 717 North Harwood St., Suite 3400  
City: Dallas State: TX ZIP: 75201

6. Total number of applications and registrations involved: 54


7. Total fee (37 CFR 3.41).....\$1,365.00  
 Enclosed

Authorized to be charged to deposit account  
yes

8. Deposit account number: 18-1260

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.*

  
Elisabeth A. Evert, Esq. Signature August 22, 2002 Date  
Name of Person Signing  
Total number of pages comprising cover sheet 15

OMB No. 0651-0011 (exp. 4/94) Do not detach this portion

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

08/26/2002 JJALLAH2 00000003 181260 2222076  
01 FC:481 40.00 CH  
02 FC:482 1325.00 CH

Commissioner of Patents and Trademarks  
Box Assignment  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

**EXHIBIT A  
TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Mark</b>	<b>Int'l Classes</b>	<b>Reg./Ser.No.</b>	<b>Status</b>
PRIMECO PERSONAL COMMUNICATIONS AND DESIGN	9, 38	2,222,076	Registered
PRIMECO PERSONAL COMMUNICATIONS	9, 38	2,222,074	Registered
PRIMECO PERSONAL COMMUNICATIONS AND DESIGN	9, 38	2,219,753	Registered
DESIGN ONLY	9	2,177,628	Registered
DESIGN ONLY	9	2,164,806	Registered
THE LITTLE PINK ALIEN	38	75/719,903	Pending
THE LITTLE PINK GUY	38	75/719,902	Pending
PRIMEALERT	38	75/645,497	Pending
PRIMECO LITE MESSAGING	9	2,311,698	Registered
PRIMCO AND DESIGN	9, 38	2,517,817	Registered
1 800 PRIMECO and Design	9	75/477,764	Abandoned
1 800 PRIMECO	38	2,507,398	Registered
PRIMETHEUS	38	75/383,057	Pending
PRIMECO.COM	38, 42	75/382,822	Pending
DESIGN ONLY	28	2,246,716	Registered
DESIGN ONLY	28	2,246,715	Registered
PRIMESCORE	28	2,286,344	Registered
DESIGN ONLY	28	2,239,739	Registered
DESIGN ONLY	25	2,239,738	Registered
DESIGN ONLY	25	2,239,737	Registered
DESIGN ONLY	28	2,239,736	Registered
PRIMETRAVEL	38	2,352,332	Registered
DESIGN ONLY	9	2,257,928	Registered
DESIGN ONLY	9	2,250,446	Registered
DESIGN ONLY	16	2,300,506	Registered
DESIGN ONLY	16	2,239,735	Registered
DESIGN ONLY	6, 20	2,248,278	Registered
DESIGN ONLY	6, 20	2,248,277	Registered

**EXHIBIT A  
TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Mark</b>	<b>Int'l Classes</b>	<b>Reg./Ser.No.</b>	<b>Status</b>
DESIGN ONLY	24	2,239,734	Registered
DESIGN ONLY	24	2,239,733	Registered
DESIGN ONLY	41	2,257,927	Registered
DESIGN ONLY	41	2,250,445	Registered
DESIGN ONLY	26	2,250,444	Registered
DESIGN ONLY	26	2,239,732	Registered
DESIGN ONLY	38	2,530,081	Registered
DESIGN ONLY	38	2,520,431	Registered
PRIMECO	9, 38	2,256,395	Registered
PRIMECAST	38	2,302,518	Registered
WHISPER SWEET NOTHINGS FOR NEXT TO NOTHING	38	2,189,940	Registered
DESIGN ONLY	9	2,265,350	Registered
PRIMECO COST-CONTROLLER	38	2,491,006	Registered
DESIGN ONLY	38	2,155,799	Registered
SOMEDAY, EVERYTHING WILL WORK THIS WELL	9	2,220,848	Registered
HEAR YE, HEAR YE, HEAR YE CLEARLY	38	2,141,620	Registered
ONLY ONE COMPANY OFFERS SO MUCH ON THIS SIDE OF THE MILLENNIUM	38	2,133,418	Registered
DESIGN ONLY	38	2,151,482	Registered
DESIGN ONLY	9	2,250,092	Registered
DESIGN ONLY	38	2,151,481	Registered
SOMEDAY, EVERYTHING WILL WORK THIS WELL.	38	2,131,391	Registered
DESIGN ONLY	9	2,248,069	Registered
IMAGINE, A WORLD WHERE PHONE BILLS DON'T COME AS A SHOCK.	38	2,139,801	Registered
DESIGN ONLY	38	2,135,108	Registered
PRIMECO PERSONAL COMMUNICATIONS	9	2,502,240	Registered
DESIGN ONLY	9	76/301,406	Pending

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") dated as of August 7, 2002 (the "Effective Date"), by and between PrimeCo Wireless Communications LLC, a Delaware limited liability company ("Assignor"), and United States Cellular Corporation, a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Purchase and Sale Agreement, dated as of May 9, 2002, as amended as of August 7, 2002 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement and subject to the applicable terms and conditions thereof, Assignor wishes to assign to Assignee, and Assignee desires to obtain from Assignor, Assignor's right, title and interest in and to (i) the trademark registrations and applications listed on Schedule A and (ii) the domain names listed on Schedule B, together with all common-law rights related thereto and the goodwill appurtenant thereto and/or symbolized thereby (the "Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and the foregoing recitals, hereby made part of this assignment, the parties hereto agree as follows:

1. Assignment. Subject to the terms and conditions of this Assignment, Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to (a) the Trademarks; (b) any and all other rights, privileges and priorities of Assignor provided under United States, state, foreign or multinational law, or any compact, treaty, protocol, convention or organization, now or hereafter in effect, including without limitation common-law rights, trade dress rights and rights under the laws of unfair competition with respect to the Trademarks, together with all income, royalties or payments due or payable as of the Effective Date or thereafter ("Related Rights"); (c) any and all rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution, misappropriation or other unauthorized use or conduct in derogation of the Trademarks and Related Rights occurring prior to the Effective Date, including the right to receive all proceeds and damages therefrom; and (d) any and all rights to obtain renewals of registrations or other legal protections pertaining to the Trademarks and Related Rights (all of the foregoing, the "Assigned Rights"). Both parties expressly agree that, to the extent PrimeCo Personal Communications, LP owns any right, title or interest in any of the Trademarks, Assignor shall cooperate in good faith, as reasonably requested by Assignee, at Assignee's expense, to assist Assignee in obtaining such right, title or interest from PrimeCo Personal Communications, LP.

2. Fee. In consideration of the assignment of the Assigned Rights hereunder, Assignee agrees to pay Assignor an amount equal to \$100,000.

3. Assignor's Option. At any time during the period commencing on the first anniversary of the Effective Date and ending on the fifth anniversary of the Effective Date (the "Option Period"), Assignor shall have the right, in its sole discretion, upon notice to Assignee, to

purchase from Assignee the Assigned Rights, along with any additional rights relating thereto which Assignee may have obtained or acquired during the Option Period, if any, for an amount equal to \$125,000. Notwithstanding the foregoing, in the event that Assignor exercises the foregoing option at any time prior to the second anniversary of the Effective Date, Assignor agrees that it shall not use the Trademarks in the Company MTA (as such term is defined in the Purchase Agreement) prior to the second anniversary of the Effective Date.

4. Trademark Protection. Until the second anniversary of the Effective Date (unless and until Assignor purchases the Assigned Rights pursuant to Section 3), Assignee agrees that (i) it shall use each and every Trademark in order to maintain such Trademark in full force free from any claim of abandonment for non-use; (ii) as reasonably requested by Assignor in writing, at Assignor's expense, it shall make all filings, take all actions and pay all fees relating to the maintenance, protection and policing of the Trademarks; (iii) it shall maintain a level of quality that is consistent with Assignor's past practice with regard to the quality of products and/or services associated with each such Trademark; (iv) it shall not sell, assign, divest, lease, license, encumber or otherwise transfer or dispose of, in whole or in part, any of the Assigned Rights to any third parties, without the prior written consent of Assignor (in its sole discretion); (v) it shall not adopt or use any mark which is confusingly similar or a colorable imitation of any of the Trademarks, without the prior written consent of Assignor (in its sole discretion); and (vi) it shall not do any act, or knowingly omit to do any act, whereby any of the Assigned Rights may lose their value or become invalidated, cancelled, abandoned or impaired in any way.

5. Infringement. Without limiting the generality of Section 4, during the Option Period (unless and until Assignor purchases the Assigned Rights pursuant to Section 3), each party agrees to notify the other party promptly after such party becomes aware of any actual or threatened infringement, imitation, dilution, misappropriation, or other unauthorized use, violation or impairment ("Infringement") of the Assigned Rights. Assignor and Assignee agree to cooperate in good faith in order to determine the best course of action with regard to any actual or threatened Infringement promptly after receiving notice thereof.

6. Representations and Warranties.

(a) Warranties of Both Parties. As of the date hereof, Assignor and Assignee each represent and warrant to the other party that:

(i) The warranting party is duly organized and validly existing under the laws of the jurisdiction of its organization, and has full power, authority and legal right to execute, deliver and perform this Assignment, and has taken all necessary action to authorize the execution, delivery and performance of this Assignment;

(ii) This Assignment has been duly executed and delivered by the warranting party. This Assignment is a legal, valid and binding obligation of the warranting party, enforceable against such party in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights and remedies generally, and subject, as to

enforceability, to the effect of general principles of equity (regardless of whether enforcement is considered in a proceeding at law or in equity); and

(iii) The warranting party is not subject to any judgment, order, injunction, decree or award of any court, administrative agency or governmental body that would or might interfere with its performance of any of its material obligations hereunder.

(b) Disclaimer by Assignor. Assignor makes no representations OR Warranties, other than AS expressly set forth in either (i) Section 6(a) hereOF or (ii) the Purchase Agreement, including any representations, warranties or Indemnities with respect to the Assigned Rights. Assignor does not Agree to indemnify assignee as to any rights or obligations set forth in this assignment. ASSIGNEE ACKNOWLEDGES THAT THE ASSIGNED MARKS ARE ASSIGNED TO ASSIGNEE "AS IS," AND THAT, TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, ASSIGNOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES RESPECTING THE ASSIGNED RIGHTS, INCLUDING WARRANTIES OF NON-INFRINGEMENT AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ASSIGNEE ASSUMES THE ENTIRE RISK AS TO THE QUALITY AND USE OF THE ASSIGNED RIGHTS BY ASSIGNEE.

(c) Limitation of Liability. EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, LOST SAVINGS, LOST SALES OR BUSINESS AND/OR LOSS DUE TO BUSINESS INTERRUPTION) ARISING OUT OF THIS ASSIGNMENT OR OCCASIONED BY THE OTHER PARTY'S FAILURE TO PERFORM HEREUNDER OR BREACH OF ANY OBLIGATION HEREOF FOR ANY CAUSE WHATSOEVER, WHETHER OR NOT FORESEEABLE, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

7. Miscellaneous.

(a) Further Assurances. Assignor hereby authorizes Assignee, at Assignee's expense, to request the relevant government entity or agency, in each applicable country or jurisdiction, to record Assignee as the assignee and owner of the Assigned Rights. Assignor shall, without further consideration, comply with a reasonable request by Assignee, at Assignee's expense, to execute any additional documents necessary to protect, secure and vest good, valid and marketable title to the Assigned Rights in Assignee and to record this Assignment with all appropriate authorities.

(b) Entire Understanding. This Assignment together with the Purchase Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. In the event any provision of this Assignment conflicts with any provision of the Purchase Agreement, the relevant provision of the Purchase Agreement shall govern the rights and obligations of the parties hereto.

(c) Waiver. No waiver of any term or provision of this Assignment shall be effective unless in writing, signed by the party against whom enforcement of the same is sought. The grant of a waiver in one instance does not constitute a continuing waiver in all similar instances. No failure to exercise, and no delay in exercising, by any party, any right, remedy, power or privilege hereunder shall operate as a waiver thereof.

(d) Notices. Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally or sent by registered or certified mail or by Federal Express or other overnight mail service, postage prepaid, e-mail or by telefacsimile, with written confirmation to follow, as follows:

If to Assignor, to:

PrimeCo Wireless Communications LLC  
c/o Clarity Partners, L.P.  
100 North Crescent Drive  
Beverly Hills, CA 90210  
Attention: Barry Porter  
Facsimile Number: (310) 432-5000

With a required copy to (which shall not itself constitute notice):

Clarity Partners, L.P.  
100 North Crescent Drive  
Beverly Hills, CA 90210  
Attention: Barry Porter  
Facsimile Number: (310) 432-5000

With a required copy to (which shall not itself constitute notice):

Simpson Thacher & Bartlett  
425 Lexington Avenue  
New York, NY 10017  
Attention: William E. Curbow, Esq.  
Facsimile Number: (212) 455-2502

If to Assignee, to:

United States Cellular Corporation  
c/o Telephone and Data Systems, Inc.  
30 North LaSalle St., 40<sup>th</sup> Floor  
Chicago, Illinois 60602  
Attention: Scott H. Williamson  
Facsimile Number: (312) 630-9299

With a required copy to (which shall not itself constitute notice):

United States Cellular Corporation  
8410 West Bryn Mawr Avenue  
Chicago, Illinois 60631  
Attention: Kenneth R. Meyers  
Facsimile Number: (773) 399-8959

With a required copy to (which shall not itself constitute notice):

Sidley Austin Brown & Wood  
10 South Dearborn St.  
Bank One Plaza  
Chicago, Illinois 60603  
Attention: William S. DeCarlo, Esq.  
Facsimile Number: (312) 853-7036

or to such other address or facsimile numbers as the addressee may have specified in a notice duly given to the sender as provided herein. Such notice, request, demand, waiver, consent, approval or other communication will be deemed to have been given as of the date so delivered or, if such date is not a Business Day (as such term is defined in the Purchase Agreement), on the next Business Day.

(e) Applicable Law; Consent to Jurisdiction. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to such State's laws and principles regarding the conflict of laws. Each of the Parties hereto (a) consents to submit itself to the personal jurisdiction of any Federal court located in the State of Delaware or any Delaware state court in connection with any dispute that arises out of this Assignment or any of the transactions contemplated by this Assignment, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court and (c) agrees that it will not bring any action relating to this Assignment or any of the transactions contemplated by this Assignment in any court other than a Federal court sitting in the State of Delaware or a Delaware state court unless venue would not be proper under rules applicable in such courts.

(f) No Benefit to Others. The covenants and agreements contained in this Assignment are for the sole benefit of the parties hereto and they shall not be construed as conferring any rights on any other Persons.

(g) Headings. All section headings contained in this Assignment are for convenience of reference only, do not form a part of this Assignment and shall not affect in any way the meaning or interpretation of this Assignment.

(h) Assignment. Neither party may assign, in whole or in part, its rights or obligations hereunder without the express written consent of the other party, except to such party's respective affiliates or successor-in-interest (by merger, consolidation, sale of stock or



assets, or otherwise). Subject to the preceding sentence, this Assignment will be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns. Any attempted assignment in violation of the terms of this Section shall be null and void *ab initio*.

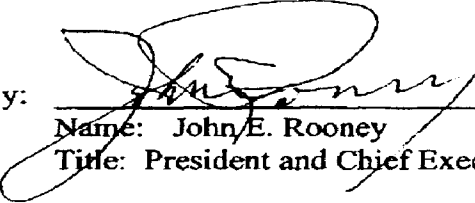
(i) Counterparts. This Assignment may be executed in any number of counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Assignment shall become binding when one or more counterparts taken together shall have been executed and delivered by all of the parties. It shall not be necessary in making proof of this Assignment or any counterpart hereof to produce or account for any of the other counterparts.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the Effective Date.

**PRIMECO WIRELESS COMMUNICATIONS LLC**

By:   
Name: Andrew J. Howard  
Title: Alternative Signatory

**UNITED STATES CELLULAR CORPORATION**

By:   
Name: John E. Rooney  
Title: President and Chief Executive Officer

*[Signature Page to Trademark Assignment relating to Chicago 20MHz, LLC]*

**Schedule A – Trademark Registrations and Applications**

<b>TITLE</b>	<b>STATUS</b>	<b>REG. NO./ APP. NO.</b>
PRIMECO PERSONAL COMMUNICATIONS AND DESIGN (Classes 9 & 38 color)	Registered	2,222,076
PRIMECO PERSONAL COMMUNICATIONS (Classes 9 & 38 b&w)	Registered	2,222,074
PRIMECO PERSONAL COMMUNICATIONS AND DESIGN (Classes 9 & 38 b&w)	Registered	2,219,753
DESIGN ONLY (Antenna/Class 9)	Registered	2,177,628
DESIGN ONLY (Logo/Class 9 color)	Registered	2,164,806
THE LITTLE PINK ALIEN	Pending	75/719,903
THE LITTLE PINK GUY	Pending	75/719,902
PRIMEALERT	Pending	75/645,497
PRIMECO LITE MESSAGING	Registered	2,311,698
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1 800 PRIMECO (Class 38)	Registered	2,507,398
PRIMETHEUS (Class 38)	Pending	75/383,057
PRIMECO.COM (Classes 38 & 42)	Pending	75/382,822
DESIGN ONLY (Logo/Class 28 toys and playthings)	Registered	2,246,716
DESIGN ONLY (Logo/Class 28 toys and playthings)	Registered	2,246,715
PRIMESCORE	Registered	2,286,344

<b>TITLE</b>	<b>STATUS</b>	<b>REG. NO./ APP. NO.</b>
DESIGN ONLY (Primetheus/Class 28 toys and playthings)	Registered	2,239,739
DESIGN ONLY (Primetheus/Class 25 clothing, color)	Registered	2,239,738
DESIGN ONLY (Primetheus/Class 25 clothing, b&w)	Registered	2,239,737
DESIGN ONLY (Primetheus/Class 28 toys and playthings)	Registered	2,239,736
PRIMETRAVEL	Registered	2,352,332
DESIGN ONLY (Primetheus/Class 9 videotapes and CDs, color)	Registered	2,257,928
DESIGN ONLY (Primetheus/Class 9 videotapes and CDs, b&w)	Registered	2,250,446
DESIGN ONLY (Primetheus/Class 16 comic books, color)	Registered	2,300,506
DESIGN ONLY (Primetheus/Class 16 comic books, b&w)	Registered	2,239,735
DESIGN ONLY (Primetheus/Class 20 cushions, pillows, and Class 6 key chains)	Registered	2,248,278
DESIGN ONLY (Primetheus/Class 6 key chains)	Registered	2,248,277
DESIGN ONLY (Primetheus/Class 24 linens, color)	Registered	2,239,734
DESIGN ONLY (Primetheus/Class 24 linens, b&w)	Registered	2,239,733
DESIGN ONLY (Primetheus/Class 41 entertainment services, b&w)	Registered	2,257,927
DESIGN ONLY Primetheus/Class 41 entertainment services, color)	Registered	2,250,445

<b>TITLE</b>	<b>STATUS</b>	<b>REG. NO./ APP. NO.</b>
DESIGN ONLY (Primetheus/Class26 ornamental buttons and pins, b&w)	Registered	2,250,444
DESIGN ONLY (Primetheus/Class 26 ornamental buttons and pins, color)	Registered	2,239,732
DESIGN ONLY (Primetheus, Class 38, color)	Registered	2,530,081
DESIGN ONLY (Primetheus, Class 38, b&w)	Registered	2,520,431
PRIMECO (Classes 9 & 38)	Registered	2,256,395
PRIMECAST	Registered	2,302,518
WHISPER SWEET NOTHINGS FOR NEXT TO NOTHING	Registered	2,189,940
DESIGN ONLY (Logo/Class 9, b&w)	Registered	2,265,350
PRIMECO COST- CONTROLLER (Class 38)	Registered	2,491,006
DESIGN ONLY (Antenna reversed/Class 38)	Registered	2,155,799
SOMEDAY, EVERYTHING WILL WORK THIS WELL	Registered	2,220,848
HEAR YE, HEAR YE, HEAR YE CLEARLY	Registered	2,141,620
ONLY ONE COMPANY OFFERS SO MUCH ON THIS SIDE OF THE MILLENNIUM	Registered	2,133,418
DESIGN ONLY (Logo/Class 38, b&w)	Registered	2,151,482
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DESIGN ONLY (Logo, Class 38, color)	Registered	2,151,481
SOMEDAY, EVERYTHING WILL WORK THIS WELL	Registered	2,131,391
DESIGN ONLY (Antenna/Class 9)	Registered	2,248,069
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PRIMECO PERSONAL COMMUNICATIONS (Class 9)	Registered	2,502,240
DESIGN ONLY (Primetheus/Class 9, b&w)	Pending	76/301,406

SIDLEY AUSTIN BROWN & WOOD LLP

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SEATTLE  
WASHINGTON, D.C.

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FOUNDED 1866

BEIJING  
HONG KONG  
LONDON  
SHANGHAI  
SINGAPORE  
TOKYO

WRITER'S DIRECT NUMBER  
214-981-3319

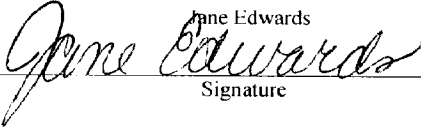
WRITER'S E-MAIL ADDRESS  
cevert@sidley.com

August 23, 2002

Honorable Commissioner of Patents  
and Trademarks  
Attention: Assignment Branch  
BOX ASSIGNMENT - FEE  
Washington, D.C. 20231

DATE OF DEPOSIT: August 23, 2002

I hereby certify that this correspondence is being **HAND DELIVERED** to  
the Commissioner of Patents & Trademarks, Attn: Assignment Branch,  
Box Assignment - Fee, Washington, D.C. 20231.

Jane Edwards  
  
Signature

Re: Recordal of Assignment relative to  
the Trademark Assignment by and between PrimeCo Wireless Communications LLC and United  
States Cellular Corporation dated August 7, 2002  
Our File No: 6365-34110

Dear Sir or Madam:

Enclosed for recordal against the pending and registered trademarks listed on the attached Exhibit A is a true and correct copy of the *Trademark Assignment by and between PrimeCo Wireless Communications LLC and United States Cellular Corporation dated August 7, 2002*. Also enclosed is a properly executed Recordation Form-Cover sheet.

Please record the attached document against the pending and registered trademarks listed on the attached Exhibit A. After recordal of the document, the records of the U.S. Patent and Trademark Office should affirmatively show **United States Cellular Corporation** to be the owner of the pending and registered trademarks listed on the attached Exhibit A.

You are hereby authorized to charge the required recordation fee of \$1,365.00 to Deposit Account #18-1260. In the event any fee is insufficient or missing, please charge the required fees and credit any overpayment to Deposit Account #18-1260.

Once recorded, please return the recorded document to the undersigned attorney at the above address. If you have any questions regarding the above, please do not hesitate to contact the undersigned at (214) 981-3319.

Very truly yours,

  
Elisabeth A. Evert

EAE:msr  
Enclosures

SIDLEY AUSTIN BROWN & WOOD LLP

CHICAGO  
LOS ANGELES  
NEW YORK  
SAN FRANCISCO  
SEATTLE  
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WRITER'S DIRECT NUMBER  
214-981-3319

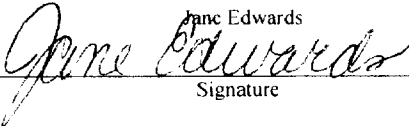
WRITER'S E-MAIL ADDRESS  
eevert@sidley.com

August 23, 2002

DATE OF DEPOSIT: August 23, 2002

Honorable Commissioner of Patents  
and Trademarks  
Attention: Assignment Branch  
BOX ASSIGNMENT - FEE  
Washington, D.C. 20231

I hereby certify that this correspondence is being **HAND DELIVERED** to  
the Commissioner of Patents & Trademarks, Attn: Assignment Branch,  
Box Assignment - Fee, Washington, D.C. 20231.

  
Jane Edwards  
Signature

Re: Recordal of Assignment relative to  
the Trademark Assignment by and between PrimeCo Wireless Communications LLC and United  
States Cellular Corporation dated August 7, 2002  
Our File No: 6365-34110

Dear Sir or Madam:

Enclosed for recordal against the pending and registered trademarks listed on the attached Exhibit A is a true and correct copy of the *Trademark Assignment by and between PrimeCo Wireless Communications LLC and United States Cellular Corporation dated August 7, 2002*. Also enclosed is a properly executed Recordation Form Cover sheet.

Please record the attached document against the pending and registered trademarks listed on the attached Exhibit A. After recordal of the document, the records of the U.S. Patent and Trademark Office should affirmatively show **United States Cellular Corporation** to be the owner of the pending and registered trademarks listed on the attached Exhibit A.

**You are hereby authorized to charge the required recordation fee of \$1,365.00 to Deposit Account #18-1260. In the event any fee is insufficient or missing, please charge the required fees and credit any overpayment to Deposit Account #18-1260.**

Once recorded, please return the recorded document to the undersigned attorney at the above address. If you have any questions regarding the above, please do not hesitate to contact the undersigned at (214) 981-3319.

Very truly yours,  
  
Elisabeth A. Evert

EAE:msr  
Enclosures