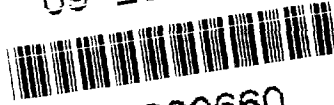


09-23-2002



102229660

9/23/02

RECORDATION FORM COVER SHEET
Trademarks

1. **Name of conveying party:** iPCS, Inc., a Delaware corporation
2. **Name and address of receiving party:**
Toronto Dominion (Texas), Inc.
909 Fannin Street
Suite 1700
Houston, TX 77010
3. **Nature of conveyance and execution date:** Grant of security interest to receiving party by conveying party pursuant to Trademark Security Agreement dated and executed as of July 12, 2000
4. **Application Number(s) or Registration Number(s):**
Trademark Application Numbers: Trademark Numbers:

76018430

[end of list of numbers]

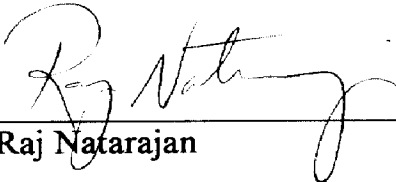
09/24/2002 TDIAZ1 00000005 76018430

01 FC:481 40.00 DP

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117607.00293

TRADEMARK
REEL: 2586 FRAME: 0735

5. **Mail correspondence concerning document to:**
Raj Natarajan, Esq.
Powell, Goldstein, Frazer & Murphy LLP
191 Peachtree Street, N.E.
Sixteenth Floor
Atlanta, GA 30303
6. **Total number of applications and registrations involved:** one (1)
7. **Total fee (37 CFR 3.41), enclosed:** \$40.00
8. **Deposit account number:**
N/A
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.



Raj Natarajan

9-14-02

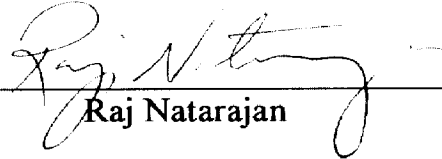
Date

Total Number of Pages for Cover Sheet: 2

Certificate of Express Mailing-37 C.F.R. 1.10

Express Mail mailing label number:EF009191775US

I hereby certify that this is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. 1.10 on February 20, 2002 and is addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231.



Raj Natarajan

TRADEMARK SECURITY AGREEMENT

(iPCS, Inc.)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between iPCS, INC., a Delaware corporation ("Debtor"), and TORONTO DOMINION (TEXAS), INC. ("Secured Party"), acting in its capacity as Administrative Agent pursuant to that certain Amended and Restated Credit Agreement dated as of July 12, 2000 (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time, the "Credit Agreement") among Debtor, iPCS Wireless, Inc., iPCS Equipment, Inc., Secured Party, each of the Lenders party thereto and GE Capital Corporation, as Syndication Agent.

R E C I T A L S :

A. Debtor and Secured Party have entered into that certain Pledge and Security Agreement, dated as of July 12, 2000 (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Pursuant to the terms of the Security Agreement, Debtor has granted to Secured Party a lien and security interest in all General Intangibles of Debtor, including, without limitation, all of Debtor's right, title, and interest in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Debtor's Trademarks, and Trademark Licenses, and all products and Proceeds thereof, to secure the payment of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Secured Party a lien and continuing security interest in all of Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement, dilution or breach of any Trademark, Trademark Registration, Trademark Application

and Trademark License, including, without limitation, any Trademark, Trademark Registration and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Security Agreement.

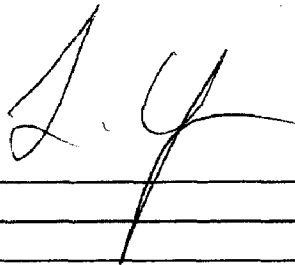
Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 12th day of July, 2000.

DEBTOR:

iPCS, INC.

By: 
Name: _____
Title: _____

SECURED PARTY:

TORONTO DOMINION (TEXAS), INC., as
Administrative Agent

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF COOK)

This instrument was acknowledged before me this 12th day of July, 2000, by Timothy Yager as President of iPCS, Inc., a Delaware corporation, on behalf of such corporation.



Beverly Brown-Hampton
Notary Public in and for the State of ILLINOIS

4-10-04

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by _____, as _____ of Toronto Dominion (Texas), Inc., on behalf of such corporation.

{Seal}

Notary Public in and for the State of _____

My commission expires: _____

ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by _____, as _____ of iPCS, Inc., a Delaware corporation, on behalf of such corporation.

{Seal}

Notary Public in and for the State of _____

My commission expires: _____

STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me this 11th day of July, 2000, by JEFFREY R. LEVI, SAs VICE PRESIDENT of Toronto Dominion (Texas), Inc., on behalf of such corporation.

{Seal}

Stacey B. Ahrendt
Notary Public in and for the State of TEXAS

My commission expires: 11.12.2003

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 12th day of July, 2000.

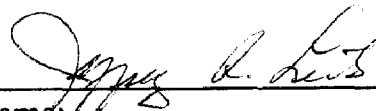
DEBTOR:

iPCS, INC.

By: _____
Name: _____
Title: _____

SECURED PARTY:

TORONTO DOMINION (TEXAS), INC., as
Administrative Agent

By:  _____
Name: **Jeffery R. Lents**
Title: **Vice President**

Schedule 1
to
Trademark Security Agreement

FEDERAL TRADEMARKS

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing Date	Expiration Date	Goods
iPCS, Inc.	USA	IPCS	76018430	4/5/00		

STATE TRADEMARKS

Owner of Record	Trademark	State	Serial No.	Filing Date

TRADEMARK LICENSES

Agreement	Parties	Date of Agreement

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