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11-19-2002

102284416

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

1. Name of conveying party(ies):

Prairiewave Communications, Inc.

11-6-02

- 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 30, 2002

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

Name: General Electric Capital Corporation (as administrative agent)

Internal Address: _____

Street Address: 120 Long Ridge Road

City: Stamford State: CT Zip: 06927

- Individual(s) citizenship _____
- 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
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached: Yes No

OFFICE OF RECORDS
2002 NOV -6 AM 8:55
FINANCE SECTION

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,295,983

Additional number(s) attached Yes No

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

Name: Temi Ofuya

Internal Address: Weil, Gotshal & Manges, LLP

Street Address: 767 5th Avenue

City: New York State: NY Zip: 10153

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: 23-0800

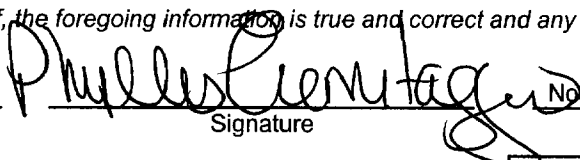
(Attach duplicate copy of this page if paying by deposit account)

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.

Phyllis Eremitaggio
Name of Person Signing



Signature

November 6, 2002

Date

Total number of pages including cover sheet, attachments, and document: 16

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

11/18/2002 DBYRME 00000039 230800 2295383

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2002, by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation, as agent for the Secured Parties (as defined in the Loan Agreement referred to below) (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of September 30, 2002 (as it may be amended or otherwise modified from time to time, the "Loan Agreement") among PrairieWave Communications, Inc., as Borrower (the "Borrower"), PrairieWave Holdings, Inc. ("Holdings") and the Subsidiaries of Holdings and the Borrower listed on the signature pages to the Loan Agreement, each as a Guarantor, the financial institutions and other entities from time to time party thereto, as Lenders, and the Administrative Agent and CIT Lending Services Corporation, as Syndication Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, all the Grantors are party to the Loan Agreement pursuant to which the Grantors have (a) guaranteed the Obligations and (b) are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- i. all of its registered trademarks and/or trademark applications and trademark licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;
- ii. all reissues, continuations or extensions of the foregoing;
- iii. all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- iv. all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or

Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Loan Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

PRAIRIEWAVE COMMUNICATIONS, INC.,
as Grantor

By: _____

Name: _____

Title: _____

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: _____

Name:

Title:

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

DTG Dakota Telecommunications Group

registration number – 2295383, registration date - November 30, 1999

B. TRADEMARK APPLICATIONS

none

C. TRADEMARK LICENSES

none

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PRAIRIEWAVE COMMUNICATIONS, INC.,
as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

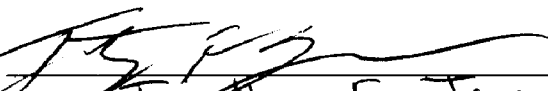
GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: Molly S. Fergusson
Name: Molly S. Fergusson
Title: Manager, Operations

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PRAIRIEWAVE COMMUNICATIONS, INC.,
as Grantor

By: 
Name: Timothy F. Jaeger
Title: President - CFO

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: _____
Name:
Title:

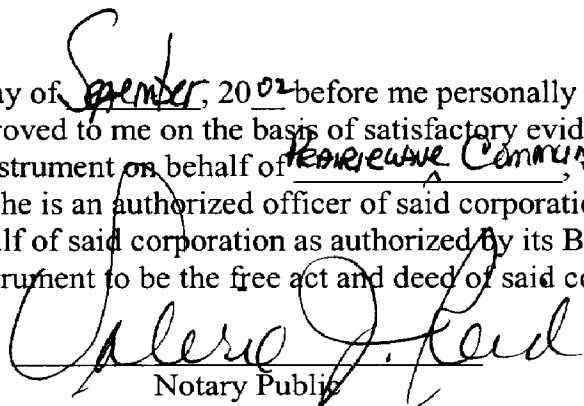
ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York)

COUNTY OF New York)

ss.

On this 30th day of September, 2002 before me personally appeared TIMOTHY F. JAEGER, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of TELEPHONE COMMUNICATIONS, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

VALERIE J. REID
Notary Public, State of New York
No. 01RE4730090
Qualified in Kings County
Certificate Filed in New York County
Commission Expires June 30, 2006

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]