

10-03-2003

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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102565639

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

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

1. Name of conveying party(ies):

NTELOS INC.

SEE EXHIBIT A FOR ADDITIONAL NAMES

☐ Individual(s)☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State☐ OtherAdditional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other

Execution Date: SEPTEMBER 9, 2003

2. Name and address of receiving party(ies)

Name: WACHOVIA BANK, NATIONAL ASSOCIATION,
Internal AS COLLATERAL AGENT

Address:

Street Address: 301 SOUTH COLLEGE STREET

City: CHARLOTTE State: NC Zip: 28288-0587

☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☐ Corporation-State☒ Other BANKIf 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

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

A. Trademark Application No.(s)

SEE SCHEDULE B ATTACHED HERETO

B. Trademark Registration No.(s)

SEE SCHEDULE B ATTACHED HERETO

Additional number(s) attached ☒ Yes ☐ No5. Name and address of party to whom correspondence
concerning document should be mailed:

Name: JACKIE LEE

Internal Address: ACCESS INFORMATION SERVICES,
INC.

Street Address: 1773 WESTERN AVENUE

City: ALBANY State: NY Zip: 12203

6. Total number of applications and
registrations involved: 26

7. Total fee (37 CFR 3.41): \$ 665.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

(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.

Jackie Lee

Name of Person Signing

Jackie Lee

Signature

9-9-03

Date

Total number of pages including cover sheet, attachments, and document: 10

10/02/2003 ECDOPR 00000044 75449256

01 FC:0521

02 FC:0522

40.00 00

625.00 00

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231TRADEMARK
REEL: 002837 FRAME: 0678

EXHIBIT A

NTELOS CABLE INC.
NTELOS CABLE OF VIRGINIA INC.
NTELOS COMMUNICATIONS SERVICES INC.
NTELOS CORNERSTONE INC.
NTELOS LICENSES INC.
NTELOS NET LLC
NTELOS NETWORK INC.
NTELOS PCS INC.
NTELOS TELEPHONE INC.
NTELOS WIRELESS INC.
NTELOS OF MARYLAND INC.
NTELOS OF KENTUCKY INC.
NTELOS NETACCESS INC.
NTELOS PCS NORTH INC.
NTELOS TELEPHONE LLC
NA COMMUNICATIONS, INC.
RICHMOND 20 MHZ, LLC
R&B COMMUNICATIONS, INC.
R&B TELEPHONE LLC
BOTETOURT LEASING, INC.
ROANOKE & BOTETOURT TELEPHONE
COMPANY
ROANOKE & BOTETOURT NETWORK LLC
R&B CABLE, INC.
R&B NETWORK, INC.
THE BEEPER COMPANY
VIRGINIA TELECOMMUNICATIONS
PARTNERSHIP
VIRGINIA PCS ALLIANCE, L.C.
WEST VIRGINIA PCS ALLIANCE, L.C.
VIRGINIA RSA 6 CELLULAR LIMITED
PARTNERSHIP

INTELLECTUAL PROPERTY SCHEDULE B



TRADEMARKS:

Word Mark	Goods and Services	Serial/ Registration Number	Filing/ Registration Date	Owner	Type of Mark	Register
LIKE A HOME PHONE AWAY FROM HOME	Personal Digital Wireless Telecommunications Services Featuring Voice Mail, Long Distance, and Text Messaging Services, Int. Class 38. FIRST USE: 19970922. FIRST USE IN COMMERCE: 19970922	75/449,256 2251275	03/12/98 06/08/99	CFW Wireless, Inc.	Service Mark	Principal
INSTANT ISDN	Computer Software for Providing Integrated Services Digital Network Connections and Manuals Sold Therewith, Int. Class 9. FIRST USE: 19910400. FIRST USE IN COMMERCE: 19910400	75/178,615 2113922	10/08/96 11/18/97	NetAccess Inc.	Trademark	Principal
NETACCESS	Computer Wide Area Analog and Digital Communication Subsystems, Comprised of Multiport Computer Modem Cards and Digital Interfaces, Computer Software for Computer Network Telecommunications, and Instructional Manuals Sold as a Unit Therewith, All for Enabling Remote Access to Computer Networks Via Telephone, Int. Class 9. FIRST USE: 19950331. FIRST USE IN COMMERCE: 19950331	75/145,629 2118566	11/08/96 12/02/97	NetAccess Inc.	Trademark	Supple- mental
INSTANT RAS	Computer Hardware and Software for Wide Area Network Subsystems for Remote Access, Int. Class 9. FIRST USE: 19960908. FIRST USE IN COMMERCE: 19960908	75/178,588 2181268	10/08/96 08/11/98	NetAccess Inc.	Trademark	Principal
A DIFFERENT STAR IN CYBERSPACE	Providing Multiple User Access to a Global Computer Information Network, Int. Class 38. FIRST USE: 19970601. FIRST USE IN COMMERCE: 19970601	75/654,675 2309398	03/06/99 01/18/00	NetAccess Inc.	Service Mark	Principal
BUILDING YOUR BRANCH OFFICE IN CYBERSPACE	Providing Multiple User Access to a Global Computer Information Network, Int. Class 38. FIRST USE: 19970601. FIRST USE IN COMMERCE: 19970601	75/654,697 2309400	03/05/99 01/18/00	NetAccess Inc.	Service Mark	Principal

(NY) 08099/006/EXIT.FACILITY/ip.security.agreement.ksc.doc

INTELLECTUAL PROPERTY SCHEDULE B

TRADEMARKS:





Word Mark	Goods and Services	Serial/ Registration Number	Filing/ Registration Date	Owner	Type of Mark	Register
NNETWORK	Personal Digital Wireless Telecommunications Services Featuring Voice Mail, Long Distance, and Text Messaging Services, Int. Class 38. FIRST USE: 20001110. FIRST USE IN COMMERCE: 20001110	76/174,405 2611895	12/01/00 08/27/02	NTELOS Inc.	Service Mark	Principal
NREGION	Personal Digital Wireless Telecommunications Services Featuring Voice Mail, Long Distance, and Text Messaging Services, Int. Class 38. FIRST USE: 20001110. FIRST USE IN COMMERCE: 20001110	76/174,400 2506541	12/01/00 11/13/01	NTELOS Inc.	Service Mark	Principal
NTELOS	Retail Outlets Featuring Digital Wireless Telecommunications Equipment; Distributorship Services in the Field of Digital Wireless Telecommunications Equipment; Telephone Directory Information, Int. Class 35. FIRST USE: 20000800. FIRST USE IN COMMERCE: 20000800	76/092,032 2589565	07/19/00 07/02/02	NTELOS Inc.	Service Mark	Principal
NTELOS and Design 	Retail Outlets Featuring Digital Wireless Telecommunications Equipment; Distributorship Services in the Field of Digital Wireless Telecommunications Equipment; Telephone Directory Information, Int. Class 35. FIRST USE: 20000800. FIRST USE IN COMMERCE: 20000800	76/092,030 2586328	07/19/00 06/25/02	NTELOS Inc.	Service Mark	Principal
NTELOS and Design 	Personal Digital Wireless Telecommunications Services Featuring Voice Mail, Long Distance, and Text Messaging Services, Providing Multiple-User Access to a Global Computer Information Network; Electronic Mail Services; Telephone Communication Services; Voice Mail Services; Telephone Voice Messaging Services, Int. Class 38. FIRST USE: 20000800. FIRST USE IN COMMERCE: 20000800	76/092,029 2629019	07/19/01 10/01/02	NTELOS Inc.	Service Mark	Principal

INTELLECTUAL PROPERTY SCHEDULE B





TRADEMARKS:

Word Mark	Goods and Services	Serial/ Registration Number	Filing/ Registration Date	Owner	Type of Mark	Register
NTELOS	Personal Digital Wireless Telecommunications Services Featuring Voice Mail, Long Distance, and Text Messaging Services, Providing Multiple-User Access to a Global Computer Information Network; Electronic Mail Services; Telephone Communication Services; Voice Mail Services; Telephone Voice Messaging Services, Int. Class 38. FIRST USE: 20000800. FIRST USE IN COMMERCE: 20000800	76/091,606 2589563	07/19/00 07/02/02	NTELOS Inc.	Service Mark	Principal

Inactive Trademark Registrations and Applications

Mark	Owner/Location	App. No.	Date Filed	Reg. No.	Reg. Date
CFW CELLULAR (Stylized) 	CFW Cellular Inc. (US Registration)	74/219,688	11/07/91	1,731,667	11/10/92
CFWNET INTERNET SERVICES and Design 	CFW Communications Company (US Application)	75/022,322	11/20/95		
FREEDOM PAGER and Design 	Clifton Forge- Waynesboro Telephone Company (US Application)	74/219,687	11/07/91		
INDEPENDENCE CALLING	CFW Communications Company (US Registration)	74/646,964	03/15/95	1,994,812	08/20/96
INTELOS	CFW Wireless Inc. (US Application)	75/337,197	08/07/97		
INTELOS	CFW Wireless Inc. (US Application)	75/337,191	08/07/97		
INTELOS and Design 	CFW Wireless Inc. (US Application)	75/376,141	10/20/97		

Inactive Trademark Registrations and Applications

Mark	Owner/Location	App. No.	Date Filed	Reg. No.	Reg. Date
INTELOS and Design 	CFW Wireless Inc. (US Application)	76/025,314	04/13/00		
INTELOS and Design 	CFW Wireless Inc. (US Application)	75/376,142	10/20/97		
INTELOS and Design 	CFW Wireless Inc. (US Application)	76/025,310	04/13/00		
KEEPING YOU CONNECTED	NTELOS Inc. (US Registration)	74/486,504	02/04/94	1,958,279	02/27/96
NETACCESS and Design 	NetAccess, Inc. (US Application)	75/238,002	02/07/97		
NO CORDS ATTACHED.	NTELOS Inc. (US Application)	75/449,274	03/12/98		
YOUR VALLEY CONNECTION (Stylized) <i>Your Valley Connection</i>	CFW Cellular Inc. (US Registration)	74/219,689	11/07/91	1,708,725	08/18/92

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated September 9, 2003, is made by the Persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of Wachovia Bank, National Association ("**Wachovia**"), as collateral agent (the "**Collateral Agent**") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Ntelos Inc., a Virginia corporation, has entered into a Credit and Guaranty Agreement dated as of September 9, 2003 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), with the other entities listed on the signature pages thereof as Subsidiary Guarantors, the banks, financial institutions and other institutional lenders listed on the signature pages thereof as the Initial Lenders (the "**Initial Lenders**"), Wachovia, as the Initial Issuing Bank (the "**Initial Issuing Bank**"), Wachovia Securities Inc., as lead arranger and sole book-runner (in such capacity, the "**Lead Arranger**"), Wachovia, as Collateral Agent, and Wachovia, as administrative agent (together with any successor administrative agent appointed pursuant to Article VII of the Credit Agreement, the "**Administrative Agent**" and, together with the Collateral Agent the "**Agent**") for the Lender Parties (as defined in the Credit Agreement). 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 each Grantor has executed and delivered that certain Security Agreement dated September 9, 2003 made by the Grantors to the Collateral Agent (as 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 Collateral 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:

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SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral 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**"):

(i) 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 G to the Security Agreement (an "**IP Security Agreement Supplement**"), executed and delivered by such Grantor to the Collateral 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**");

(ii) 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 Collateral Agent from time to time) (the "**Trademarks**");

(iii) the copyrights, 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 Collateral Agent from time to time) (the "**Copyrights**");

(iv) 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

(v) any and all proceeds of the foregoing.

Section 2. Security for Obligations. The pledge and 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 (including, without limitation, any interest that accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency or reorganization of any Grantor (or that would accrue but for the operation of applicable bankruptcy or insolvency laws) whether or not such interest is allowed or allowable as a claim in such proceeding), premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

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.

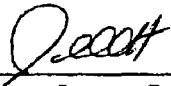
SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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 Collateral 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.

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

NTELOS INC.

By 
Name: James S. Quarforth
Title: Chief Executive Officer and President

Address for Notices:
401 Spring Lane
Waynesboro, VA 22980

WACHOVIA BANK, NATIONAL
ASSOCIATION

By _____
Name:
Title:

Address for Notices:

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

NTELOS INC.

By _____

Name:

Title:

Address for Notices:

WACHOVIA BANK, NATIONAL
ASSOCIATION


By Katherine A. Harkness

Name: Katherine A. Harkness

Title: Director


Address for Notices:

NTELOS CABLE INC.
NTELOS CABLE OF VIRGINIA INC.
NTELOS COMMUNICATIONS SERVICES INC.
NTELOS CORNERSTONE INC.
NTELOS LICENSES INC.
NTELOS NET LLC
NTELOS NETWORK INC.
NTELOS PCS INC.
NTELOS TELEPHONE INC.
NTELOS WIRELESS INC.
NTELOS OF MARYLAND INC.
NTELOS OF KENTUCKY INC.
NTELOS NETACCESS INC.
NTELOS PCS NORTH INC.
NTELOS TELEPHONE LLC
NA COMMUNICATIONS, INC.
RICHMOND 20 MHZ, LLC
R&B COMMUNICATIONS, INC.
R&B TELEPHONE LLC
BOTETOURT LEASING, INC.
ROANOKE & BOTETOURT TELEPHONE
COMPANY
ROANOKE & BOTETOURT NETWORK LLC
R&B CABLE, INC.
R&B NETWORK, INC.
THE BEEPER COMPANY
VIRGINIA TELECOMMUNICATIONS
PARTNERSHIP
VIRGINIA PCS ALLIANCE, L.C.
WEST VIRGINIA PCS ALLIANCE, L.C.

By 
Name: James S. Quarforth
Title: Chief Executive Officer

VIRGINIA RSA 6 CELLULAR LIMITED
PARTNERSHIP

By: NTELOS Wireless Inc.
Its: General Partner

By 
Name: James S. Quarforth
Title: Chief Executive Officer

Address for Notices: 401 Spring Lane
Waynesboro, VA 22980

**SCHEDULE A
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

PATENTS: NONE

(NY) 08099/006/EXIT.FACILITY/ip.security.agreement.ksc.doc

**TRADEMARK
REEL: 002837 FRAME: 0690**

INTELLECTUAL PROPERTY SCHEDULE B



TRADEMARKS:

Word Mark	Goods and Services	Serial/ Registration Number	Filing/ Registration Date	Owner	Type of Mark	Register
LIKE A HOME PHONE AWAY FROM HOME	Personal Digital Wireless Telecommunications Services Featuring Voice Mail, Long Distance, and Text Messaging Services, Int. Class 38. FIRST USE: 19970922. FIRST USE IN COMMERCE: 19970922	75/449,256 2251275	03/12/98 06/08/99	CFW Wireless, Inc.	Service Mark	Principal
INSTANT ISDN	Computer Software for Providing Integrated Services Digital Network Connections and Manuals Sold Therewith, Int. Class 9. FIRST USE: 19910400. FIRST USE IN COMMERCE: 19910400	75/178,615 2113922	10/08/96 11/18/97	NetAccess Inc.	Trademark	Principal
NETACCESS	Computer Wide Area Analog and Digital Communication Subsystems, Comprised of Multiport Computer Modem Cards and Digital Interfaces, Computer Software for Computer Network Telecommunications, and Instructional Manuals Sold as a Unit Therewith, All for Enabling Remote Access to Computer Networks Via Telephone, Int. Class 9. FIRST USE: 19950331. FIRST USE IN COMMERCE: 19950331	75/145,629 2118566	11/08/96 12/02/97	NetAccess Inc.	Trademark	Supple- mental
INSTANT RAS	Computer Hardware and Software for Wide Area Network Subsystems for Remote Access, Int. Class 9. FIRST USE: 19960908. FIRST USE IN COMMERCE: 19960908	75/178,588 2181268	10/08/96 08/11/98	NetAccess Inc.	Trademark	Principal
A DIFFERENT STAR IN CYBERSPACE	Providing Multiple User Access to a Global Computer Information Network, Int. Class 38. FIRST USE: 19970601. FIRST USE IN COMMERCE: 19970601	75/654,675 2309398	03/06/99 01/18/00	NetAccess Inc.	Service Mark	Principal
BUILDING YOUR BRANCH OFFICE IN CYBERSPACE	Providing Multiple User Access to a Global Computer Information Network, Int. Class 38. FIRST USE: 19970601. FIRST USE IN COMMERCE: 19970601	75/654,697 2309400	03/05/99 01/18/00	NetAccess Inc.	Service Mark	Principal

(NY) 08099/006/EXIT.FACILITY/ip.security.agreement.ksc.doc

INTELLECTUAL PROPERTY SCHEDULE B

TRADEMARKS:





Word Mark	Goods and Services	Serial/ Registration Number	Filing/ Registration Date	Owner	Type of Mark	Register
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NREGION	Personal Digital Wireless Telecommunications Services Featuring Voice Mail, Long Distance, and Text Messaging Services, Int. Class 38. FIRST USE: 20001110. FIRST USE IN COMMERCE: 20001110	76/174,400 2506541	12/01/00 11/13/01	NTELOS Inc.	Service Mark	Principal
NTELOS	Retail Outlets Featuring Digital Wireless Telecommunications Equipment; Distributorship Services in the Field of Digital Wireless Telecommunications Equipment; Telephone Directory Information, Int. Class 35. FIRST USE: 20000800. FIRST USE IN COMMERCE: 20000800	76/092,032 2589565	07/19/00 07/02/02	NTELOS Inc.	Service Mark	Principal
NTELOS and Design 	Retail Outlets Featuring Digital Wireless Telecommunications Equipment; Distributorship Services in the Field of Digital Wireless Telecommunications Equipment; Telephone Directory Information, Int. Class 35. FIRST USE: 20000800. FIRST USE IN COMMERCE: 20000800	76/092,030 2586328	07/19/00 06/25/02	NTELOS Inc.	Service Mark	Principal
NTELOS and Design 	Personal Digital Wireless Telecommunications Services Featuring Voice Mail, Long Distance, and Text Messaging Services, Providing Multiple-User Access to a Global Computer Information Network; Electronic Mail Services; Telephone Communication Services; Voice Mail Services; Telephone Voice Messaging Services, Int. Class 38. FIRST USE: 20000800. FIRST USE IN COMMERCE: 20000800	76/092,029 2629019	07/19/01 10/01/02	NTELOS Inc.	Service Mark	Principal

INTELLECTUAL PROPERTY SCHEDULE B





TRADEMARKS:

Word Mark	Goods and Services	Serial/ Registration Number	Filing/ Registration Date	Owner	Type of Mark	Register
NTELOS	Personal Digital Wireless Telecommunications Services Featuring Voice Mail, Long Distance, and Text Messaging Services, Providing Multiple-User Access to a Global Computer Information Network; Electronic Mail Services; Telephone Communication Services; Voice Mail Services; Telephone Voice Messaging Services, Int. Class 38. FIRST USE: 20000800. FIRST USE IN COMMERCE: 20000800	76/091,606 2589563	07/19/00 07/02/02	NTELOS Inc.	Service Mark	Principal

Inactive Trademark Registrations and Applications

Mark	Owner/Location	App. No.	Date Filed	Reg. No.	Reg. Date
CFW CELLULAR (Stylized) 	CFW Cellular Inc. (US Registration)	74/219,688	11/07/91	1,731,667	11/10/92
CFWNET INTERNET SERVICES and Design 	CFW Communications Company (US Application)	75/022,322	11/20/95		
FREEDOM PAGER and Design 	Clifton Forge-Waynesboro Telephone Company (US Application)	74/219,687	11/07/91		
INDEPENDENCE CALLING	CFW Communications Company (US Registration)	74/646,964	03/15/95	1,994,812	08/20/96
INTELOS	CFW Wireless Inc. (US Application)	75/337,197	08/07/97		
INTELOS	CFW Wireless Inc. (US Application)	75/337,191	08/07/97		
INTELOS and Design 	CFW Wireless Inc. (US Application)	75/376,141	10/20/97		

Inactive Trademark Registrations and Applications

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INTELOS and Design 	CFW Wireless Inc. (US Application)	75/376,142	10/20/97		
INTELOS and Design 	CFW Wireless Inc. (US Application)	76/025,310	04/13/00		
KEEPING YOU CONNECTED	NTELOS Inc. (US Registration)	74/486,504	02/04/94	1,958,279	02/27/96
NETACCESS and Design 	NetAccess, Inc. (US Application)	75/238,002	02/07/97		
NO CORDS ATTACHED.	NTELOS Inc. (US Application)	75/449,274	03/12/98		
YOUR VALLEY CONNECTION (Stylized) <i>Your Valley Connection</i>	CFW Cellular Inc. (US Registration)	74/219,689	11/07/91	1,708,725	08/18/92

INTELLECTUAL PROPERTY SCHEDULE C

COPYRIGHTS:

Registration	Title	Physical Description	Name of Claimant	Date Created	Date Published	Date Registered
VA-421-228	Your valley connection, CFW Cellular	Commercial print	CFW Cellular, Inc.	1990	30-May-90	1-Aug-90
TX-4-516-644	Waynesboro, VA, Staunton, and Augusta County telephone directory, 1997-98		CFW Communications Company	1997	15-May-97	10-Jul-97
TX-4-633-769	Alleghany County, VA, telephone directory, 1997-98		CFW Communications Company	1997	23-Jul-97	8-Sep-97
TX-4-821-925	Alleghany County, VA, telephone directory, 1998-99		CFW Communications Company	1998	4-Aug-98	12-Jan-99
TX-634-223	CFW PC/Switch interface programs	Computer program	CFW Communications Company	1993		3-Jun-94
TX-4-733-101	Waynesboro, VA, Staunton, and Augusta County telephone directory 1998-99		CFW Intelos	1998	7-May-98	25-Jun-98
VA-424-443	Turn to touch	Commercial print: advertisement	Clifton Forge-Waynesboro Telephone Company (CFW Telephone Inc.)	1985	1-Jun-89	8-Aug-90
TX-3-557-454	Waynesboro, VA, telephone directory, June 1993		Clifton Forge-Waynesboro Telephone Company (CFW Telephone Inc.)	1993	12-May-93	27-May-93
TX-3-613-062	Clifton Forge, VA, Covington & Alleghany County, telephone directory, August 1993		CFW Telephone Inc.	1993	14-Jul-93	28-Jul-93
TX-3-777-273	Augusta County, VA, telephone directory, 1994		Clifton Forge-Waynesboro Telephone Company (CFW Telephone Inc.)	1994	11-May-94	16-May-94
TX-3-852-316	Covington, VA, telephone directory, 1994-95		CFW Telephone Inc.	1994	28-Jun-94	6-Sep-94
TX-4-945-090	Waynesboro, VA, Staunton and Augusta County, 1999-2000		CFW Intelos	1999	7-May-99	9-Jun-99
TX-4-988-986	Alleghany County, VA, telephone directory, August 1999-2000		CFW Intelos	1999	23-Jul-99	16-Sep-99
TX-3-315-725	Waynesboro, VA, and Augusta County yellow pages, June 1992		CFW Telephone Inc.	1992	12-May-92	28-Mar-92
TX-3-106-402	Clifton Forge, VA, Covington & Alleghany County, yellow pages, August 1991		CFW Telephone Inc.	1991	12-Jul-91	29-Jul-91
TX-3-061-694	Waynesboro, VA, and Augusta County, official directory, June 1991		CFW Telephone Inc.	1991	10-May-91	28-May-91

(NY) 08099/006/EXIT.FACILITY/ip.security.agreement ksc.doc

INTELLECTUAL PROPERTY SCHEDULE C

COPYRIGHTS:

Registration	Title	Physical Description	Name of Claimant	Date Created	Date Published	Date Registered
TX-2-857-911	Clifton Forge, VA ... [et al.], directory, August 1990		CFW Telephone Inc.	1990	13-Jul-90	26-Jul-90
TX-2-830-972	Waynesboro, VA ... [et al.], official directory, June 1990		CFW Telephone Inc.	1990	11-May-90	30-May-90
TX-2-611-911	Clifton Forge, VA ... [et al.], official directory, August 1989		CFW Telephone Inc.	1989	14-Jul-89	4-Aug-89
TX-2-582-039	Waynesboro, VA ... [et al.], official directory, June 1989		CFW Telephone Inc.	1989	12-May-89	30-May-89
TX-2-404-689	Clifton Forge, VA ... [et al.], official directory, August 1988		CFW Telephone Inc.	1988	15-Jul-88	7-Oct-88
TX-2-316-541	Waynesboro, VA ... [et al.], official directory, June 1988		CFW Telephone Inc.	1988	13-May-88	31-May-88
TX-2-117-643	Clifton Forge, VA ... [et al.], official directory, August 1987		CFW Telephone Inc.	1987	14-Jul-87	4-Aug-87
TX-1-882-499	Clifton Forge, VA ... [et al.], telephone directory, August 1986		CFW Telephone Inc.	1986	15-Jul-86	29-Jul-86
TX-1-840-561	Waynesboro, VA, telephone directory, June 1986		CFW Telephone Inc.	1986	14-May-86	19-Jun-86
TX-1-670-970	Clifton Forge, VA ... [et al.], telephone directory, August 1985		CFW Telephone Inc.	1985	16-Jul-85	1-Oct-85
TX-1-615-602	Clifton Forge, VA ... [et al.], telephone directory, August 1984		CFW Telephone Inc.	1984	25-Jun-84	7-Jun-85
TX-1-607-263	Waynesboro, VA, telephone directory, June 1985		CFW Telephone Inc.	1985	15-May-85	16-Jul-85
TX-1-394-420	Waynesboro, VA, telephone directory, June 1984		CFW Telephone Inc.	1984	14-May-84	8-Aug-84
TX-1-201-675	Clifton Forge, VA ... [et al.], telephone directory, August 1983		CFW Telephone Inc.	1983	14-Jul-83	26-Sep-83
TX-1-181-115	Waynesboro, VA, telephone directory, June 1983		CFW Telephone Inc.	1983	13-May-83	22-Aug-83
TX-958-625	Clifton Forge, VA ... [et al.], telephone directory, August 1982		CFW Telephone Inc.	1982	14-Jul-82	16-Aug-82
TX-903-255	Waynesboro, VA, telephone directory, June 1982		CFW Telephone Inc.	1982	14-May-82	25-May-82
TX-766-120	Clifton Forge, VA ... [et al.], telephone directory, August 1981		CFW Telephone Inc.	1981	14-Jul-81	7-Aug-81
TX-698-103	Waynesboro, VA, telephone directory, June 1981		CFW Telephone Inc.	1981	13-May-81	26-May-81
TX-568-009	Clifton Forge, VA ... [et al.], telephone directory, August 1980		CFW Telephone Inc.	1980	14-Jul-80	2-Sep-80
TX-490-302	Waynesboro, VA telephone directory, June 1980		CFW Telephone Inc.	1980	19-May-80	5-Jun-80
TX-269-818	Waynesboro telephone directory, June 1979		CFW Telephone Inc.	1979	16-May-79	18-Jun-79

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Registration	Title	Physical Description	Name of Claimant	Date Created	Date Published	Date Registered
TX-128-267	Clifton Forge, Covington, Potts Creek, VA telephone directory, August 1978		CFW Telephone Inc.	1978	1-Aug-78	26-Oct-78
TX-108-304	Waynesboro, VA telephone directory, June 1978		CFW Telephone Inc.	1978	1-Jun-78	13-Jul-78