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5.3.04



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

Tab settings

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

1. Name of conveying party(ies): INTERNATIONALE NEDERLANDEN (U.S.) CAPITAL CORPORATION, the former name of ING (U.S.) - CAPITAL LLC

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Assignment of Security Agreement

Execution Date: 01/17/02

2. Name and address of receiving party(ies) Name: CIT LENDING SERVICES CORPORATION

Internal Address: c/o Tyco Capital Corporation Street Address: 44 Whippany Road, Suite 160 City: Morristown State: NJ Zip: 07962

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,931,188

Additional number(s) attached Yes No

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

Name: Renato L. Smith, Esq.

Internal Address: Bell, Boyd & Lloyd LLC

Street Address: P.O. Box 1135

City: Chicago State: IL Zip: 60690

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: 02-1818

DO NOT USE THIS SPACE

9. Signature.

Renato L. Smith

Name of Person Signing

Signature

Signature

4/29/04

Date

Total number of pages including cover sheet, attachments, and document: 11

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

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TRADEMARK REEL: 002964 FRAME: 0643

## ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "Agreement") is entered into by and between the parties designated as Assignor ("Assignor") and Assignee ("Assignee") above the signatures of such parties on the Schedule of Terms attached hereto and hereby made an integral part hereof (the "Schedule of Terms") and relates to that certain Credit Agreement described in the Schedule of Terms (said Credit Agreement, as amended, supplemented or otherwise modified to the date hereof and as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "Credit Agreement", the terms defined therein and not otherwise defined herein being used herein as therein defined) and that certain Forbearance Agreement and Forbearance Note described in the Schedule of Terms (said Forbearance Agreement and Forbearance Note, as amended, supplemented, or otherwise modified to the date hereof and as they may hereinafter be amended, supplemented, or otherwise modified from time to time, being the "Forbearance Documents").

IN CONSIDERATION of the agreements, provisions and covenants herein contained, the parties hereto hereby agree as follows:

### **SECTION 1. Assignment and Assumption.**

(a) Effective upon the Settlement Date specified in Item 4 of the Schedule of Terms (the "Settlement Date"), Assignor hereby sells and assigns to Assignee, without recourse, representation or warranty (except as expressly set forth herein), and Assignee hereby purchases and assumes from Assignor, all of Assignor's rights and obligations as a Lender arising under the Credit Agreement and the other Loan Documents, including all of Assignor's Commitments and outstanding Loans, if any, thereunder and all of Assignor's rights and obligations, under the Forbearance Documents, which together represents, as of the Settlement Date, the percentage interest specified in Item 3 of the Schedule of Terms of all rights and obligations of Lenders arising under the Credit Agreement and the other Loan Documents with respect to the Commitments and any outstanding Loans and under the Forbearance Documents with respect to the obligations evidenced thereby (collectively, the "Assigned Share"). Without limiting the generality of the foregoing, the parties hereto hereby expressly acknowledge and agree that any assignment of all of Assignor's rights and obligations relating to Assignor's Revolving Loan Commitment shall include (i) in the event Assignor is an Issuing Lender with respect to any outstanding Letters of Credit (any such Letters of Credit being "Assignor Letters of Credit"), the sale to Assignee of a participation in the Assignor Letters of Credit and any drawings thereunder as contemplated by subsection 3.3C of the Credit Agreement and (ii) the sale to Assignee of a ratable portion of any participations previously purchased by Assignor pursuant to said subsection 3.3C with respect to any Letters of Credit other than the Assignor Letters of Credit.

(b) In consideration of the assignment described above, Assignee hereby agrees to pay to Assignor, on the Settlement Date, the Payment Amount specified in Item 4 of the Schedule of Terms, such payment to be made by wire transfer of immediately available funds in accordance with the applicable payment instructions set forth in Item 6 of the Schedule of Terms.

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized, such execution being made as of the Effective Date in the applicable spaces provided on the Schedule of Terms.

## SCHEDULE OF TERMS

1. **Borrower:** S&P Cellular Holding, Inc.
2. **Name and Date of Credit Agreement and Forbearance Documents:** Credit Agreement dated as of December 14, 1995, as amended by each of the First Amendment dated as of December 31, 1996, the Second Amendment dated as of June 30, 1997, the Third Amendment dated as of June 12, 1998, the Fourth Amendment dated as of June 9, 2000 and the Fifth Amendment and Waiver Agreement dated as of November 17, 2000 (collectively, the "Credit Agreement"), by and among S&P Cellular Holding, Inc., the financial institutions listed therein as Lenders, and ING (U.S.) Capital LLC, as Agent.

Forbearance Agreement, dated as of September 18, 2001 (the "Forbearance Agreement"), among certain guarantors party thereto, certain financial institutions party thereto in their capacity as Lenders under the Credit Agreement, S&P Cellular Holding, Inc. and ING (U.S.) Capital LLC and the promissory note of S&P Cellular Holding, Inc. (the "Forbearance Note") issued pursuant thereto.

REDACTED

5. **Settlement Date:** January 17, 2002

6. **Payment Instructions:**

ASSIGNEE:

N/A

ASSIGNOR:

[on file with Assignee]

7. **Notice Addresses:**

ING Barings  
333 South Grand Avenue  
Suite 4200  
Los Angeles, CA 90071  
Attn: Lorring Guessous

CIT Lending Services Corporation  
c/o Tyco Capital Corporation  
Structured Finance Communications and  
Media  
44 Whippany Road, Suite 160  
Morristown, New Jersey 07962  
Attn: Vice President – Credit  
Fax:

With a copy to:

Vice President – Legal  
Tyco Capital Structured Finance  
Communications and Media  
Fax: (973) 401-6762

With a second copy to:


Kenneth A. Peterson, Jr.  
Bell, Boyd & Lloyd LLC  
70 West Madison Street, Suite 3300  
Chicago, Illinois 60602-4207  
Telephone: (312) 807-4395  
Fax: (312) 827-8147



8. Signatures:

ASSIGNEE:

CIT LENDING SERVICES  
CORPORATION, an affiliate of Tyco  
Capital Corporation

By:   
Name: John A. Tamburro  
Title: Vice President

ASSIGNOR:

ING (U.S.) CAPITAL LLC, as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted by Agent in accordance with  
subsection 10.1B(ii) of the Credit  
Agreement:

ING (U.S.) CAPITAL LLC, as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

8. Signatures:

ASSIGNEE:

CIT LENDING SERVICES  
CORPORATION, an affiliate of Tyco  
Capital Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNOR:

ING (U.S.) CAPITAL LLC, as a Lender

By: P. Y. Clinton  
Name: Peter Y. Clinton  
Title: Managing Director

Accepted by Agent in accordance with  
subsection 10.1B(ii) of the Credit  
Agreement:

ING (U.S.) CAPITAL LLC, as Agent

By: P. Y. Clinton  
Name: Peter Y. Clinton  
Title: Managing Director