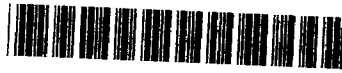


11-08-2004

NET



102799232

... original documents or copy thereof.

To the Honorable Commissioner of Patents and Trademarks

1. Name of conveying party(ies):

Triton PCS Operating Company, L.L.C.

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

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other: **Corrective document to change the nature of conveyance to "Security Agreement" and the execution date to "July 23, 2003" for the document recorded at Reel 002797, Frame 0694-0697.**

Execution Date: July 23, 2003

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

Name: **Lehman Commercial Paper Inc.**  
 Street Address: **745 Seventh Avenue**  
 City/State/zip: **New York, New York 10019**

- Individual(s) citizenship-
- Association-State of
- General Partnership-State of
- Limited Partnership-State of
- Corporation-State of **New York Banking Corporation**
- 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)

75/618,959

B. Trademark Registration No.(s)

2,437,645      2,464,250      2,448,313

Additional number(s) attached?  Yes  No

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

**Elisa P. Rosen**  
 Dow, Lohnes & Albertson P.L.L.C.  
 1200 New Hampshire Avenue, N.W.  
 Suite 800  
 Washington, DC 20036

Atty. Docket No.: 50035.0012

6. Total number of applications and registrations involved: . . . . . 4

7. Total fee (37 CFR 3.41) . . . . . \$115.00

- Enclosed
- Authorized to be charged to deposit account

*Charge 115.00*

8. Deposit account number (please charge any additional fees that may be required to the deposit account):

50-1699

(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.*

Elisa P. Rosen

Name of Person Signing

Signature

4/21/04

Date

Total number of pages including cover sheet, attachments, and document: 5

4.22.04

*Corrective*  
DIPLOMA  
JUL 23 2004

08-04-2003



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8-1-03

Form TOS-154  
(Rev. 10/02)  
OMB No. 0651-0027 (Rev. 6/30/2005)

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

To the Honorable Commissioner of Patents and Trademarks: Please record the serial or registration number, date of filing, and the date of this document or copy thereof.

1. Name of conveying party(ies)  
Tator PCS Operating Company LLC

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

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

3. Nature of conveyance:

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

Execution Date: June 13, 03

2. Name and address of receiving party(ies)

Name: Lehigh Commercial Paper, Inc.

Internal Address

Street Address: 751 Seventh Avenue

City: New York State: NY Zip: 10019

- Individual(s) domestic
- Association
- General Partnership
- Limited Partnership
- Corporation-State: New York Banking Corporation
- Other

Foreign is not included in the United States or country representative designation is attached?  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) of address(es) attached?  Yes  No

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

A. Trademark Application No.(s)  
75/618,959

B. Trademark Registration No.(s)  
2,457,645 2,464,250 2,448,313

Additional number(s) attached:  Yes  No

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

Name: Ms. Penelope Agados

Internal Address: Federal Research Corporation

Street Address: 1050 Fifteenth Street NW

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): 5

- 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.

Denial Mgr: Bloch

Name of Person Signing

ENTRANCE 68006840 7361959

Signature

Date July 29, 2003

Date

Total number of pages including cover sheet, attachments, and document: 5

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

08/04/2003

FCR521  
FCR522

48.00  
73.00

700067247

Assignment for Security

(Trademarks)

WHEREAS, Triton PCS Operating Company L.L.C., a limited liability company duly organized and validly existing under the laws of the State of Delaware (the "Assignor") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule IA, which trademarks and service marks are registered or applied for registration in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into that certain security agreement dated as of June 13, 2003 (the "Security Agreement"), with Lehman Commercial Paper Inc., a New York banking corporation, or its designee as collateral agent for certain lenders (in such capacity, together with its successors in such capacity, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor assigns to the Assignee and grants to the Assignee a security interest in all right, title and interest of the Assignor in, to and under all intellectual and similar property of every kind and nature now owned or hereafter acquired by any Assignor, including but not limited to: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof, and all pending applications filed in connection therewith, including registrations and pending applications in the United States Patent and Trademark Office, any state of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule V to the Security Agreement, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill, trade secrets, confidential or proprietary technical and business information, know-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation and registrations, and all additions, improvements, and accessions to, and books and records describing or used in connection with, any of the foregoing (the "Collateral") to secure the payment, performance, and observance of the Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby convey, sell, assign, transfer and set over unto the Assignee and grant to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[2202023]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be  
duly executed by its officer, hereunto duly authorized, on this 23<sup>rd</sup> day of July, 2003.

Triton PCS Operating Company L.L.C.,

by

  
Name: M. E. HOPKINS  
Title: SUP. TREASURER

{232243}

**SCHEDULE 1A  
TO  
ASSIGNMENT FOR SECURITY**

**U.S. Federal Service-Mark Applications**

<b>Mark</b>	<b>Serial Number</b>	<b>Date Filed</b>	<b>Owner</b>
<b>THE ONLY PHONE COMPANY YOU'LL EVER NEED</b>	<b>75/611,959</b>	<b>01/12/99</b>	<b>Triton PCS Operating Company L.L.C.</b>

**U.S. Federal Service-Mark Registrations**

<b>Mark</b>	<b>Registration Number</b>	<b>Expiration Date (Deadline for Filing Declaration of Use or Renewal)</b>	<b>Registered Owner</b>
<b>M-NET</b>	<b>2,437,645</b>	<b>01/20/07 (Declaration of Use)</b>	<b>Triton PCS Operating Company L.L.C.</b>
<b>M-NET</b>	<b>2,464,250</b>	<b>06/26/07 (Declaration of Use)</b>	<b>Triton PCS Operating Company, L.L.C.</b>
<b>WE GET IT</b>	<b>2,448,313</b>	<b>05/01/07 (Declaration of Use)</b>	<b>Triton PCS Operating Company L.L.C.</b>

[[2202269]]

**RECORDED: 02/19/2004**

**RECORDED: 04/22/2004**

**TRADEMARK  
REEL: 002971 FRAME: 0501**