

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dobson Cellular Systems, Inc.		11/08/2004	CORPORATION: OKLAHOMA

RECEIVING PARTY DATA

Name:	Lehman Commercial Paper Inc.
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	78368080	SIMPLY INNOVATIVE
Serial Number:	76556510	EVO - THE NEXT EVOLUTION IN WIRELESS
Registration Number:	2702274	DOBSON CELLULAR SYSTEMS
Registration Number:	2680849	EXPAND YOUR POSSIBILITIES
Registration Number:	2814497	BREEZE
Registration Number:	2438505	PLANS THAT FIT THE WAY YOU TALK.
Registration Number:	2350198	HEY-IT'S UP TO YOU.
Registration Number:	2378873	SIMPLY SPEAKING
Registration Number:	2484220	TALK USA

CORRESPONDENCE DATA

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: brielle.weisberg@weil.com

Correspondent Name: Weil, Gotshal & Manges c/o Brielle Weisberg

Address Line 1: 767 5th Avenue

Address Line 4: New York, NEW YORK 10153

CH \$240.00 78368080

TRADEMARK

ATTORNEY DOCKET NUMBER:

73683.0518

NAME OF SUBMITTER:

Phyllis Eremitaggio

Total Attachments: 6

source=dobson-lehman TM#page1.tif

source=dobson-lehman TM#page2.tif

source=dobson-lehman TM#page3.tif

source=dobson-lehman TM#page4.tif

source=dobson-lehman TM#page5.tif

source=dobson-lehman TM#page6.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 8, 2004, by DOBSON CELLULAR SYSTEMS, INC. ("Grantor"), in favor of LEHMAN COMMERCIAL PAPER INC. ("Lehman"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 23, 2003 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among DOBSON CELLULAR SYSTEMS, INC., as borrower (the "Borrower"), DOBSON COMMUNICATIONS CORPORATION and DOBSON OPERATING CO., L.L.C., as guarantors, the Lenders and Issuing Lenders party thereto and Lehman, as agent for the Lenders and Issuing Lenders, the Lenders and the Issuing 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, Grantor is party to a Guarantee and Collateral Agreement, dated as of October 23, 2003, in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

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

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Credit Agreement or the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

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 Grantor, hereby 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 Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law);

- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) 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 Guarantee and Collateral Agreement and 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 Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Release of Security Interest

To the extent required by *Section 8.15 (Releases)* of the Guarantee and Collateral Agreement and in accordance with the provisions of such section, the Administrative Agent shall, at the request and sole expense of the Grantor, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

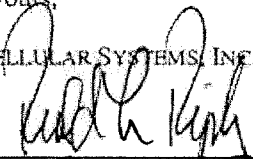
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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,

DOBSON CELLULAR SYSTEMS, INC.
as Grantor

By: _____


Name: *Ronald L. Ripley*
Title: *Vice President*

ACCEPTED AND AGREED
as of the date first above written:

LEHMAN COMMERCIAL PAPER INC.,
as Administrative Agent

By: _____

Name:
Title:

IN WITNESS WHEREOF, 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,

DOBSON CELLULAR SYSTEMS, INC.,
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

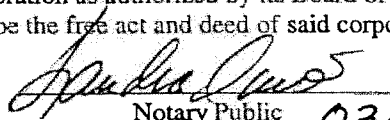
LEHMAN COMMERCIAL PAPER INC.,
as Administrative Agent

By: Frank P. Turner
Name: Frank P. Turner
Title: Vice President

ACKNOWLEDGEMENT OF GRANTOR

STATE OF Oklahoma)
COUNTY OF Oklahoma) ss.

On this ___ day of October, 2004 before me personally appeared Ronald L. Ripley, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of DOBSON CELLULAR SYSTEMS, 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 03002282
2-8-07

**Schedule I
to
Trademark Security Agreement**

Trademark	Reg. No./ Date	App. No./ Filed	Owner	Status
SIMPLY INNOVATIVE	N/A	78-368,080 20040213	Dobson Cellular Systems, Inc.	Pending – ITU
EVO - THE NEXT EVOLUTION IN WI	N/A	76-556,510 20031017	Dobson Cellular Systems, Inc.	Pending – ITU
DOBSON CELLULAR SYSTEMS	2,702,274 20030401	76-399,757 20020422	Dobson Cellular Systems, Inc.	Registered
EXPAND YOUR POSSIBILITIES	2,680,849 20030128	76-399,755 20020422	Dobson Cellular Systems, Inc.	Registered
BREEZE	2,814,497 20040217	76-329,787 20011026	Dobson Cellular Systems, Inc.	Registered
PLANS THAT FIT THE WAY YOU TALK	2,438,505 20010327	76-010,014 20000327	Dobson Cellular Systems, Inc.	Registered
HEY-IT'S UP TO YOU.	2,350,198 20000516	75-759,086 19990723	Dobson Cellular Systems, Inc.	Registered
SIMPLY SPEAKING	2,378,873 20000822	75-639,283 19990208	Dobson Cellular Systems, Inc.	Registered
TALK USA	2,484,220 20010904	75-633,605 19990806	Dobson Cellular Systems, Inc.	Registered