

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dobson Cellular Systems, Inc.		11/08/2004	CORPORATION: OKLAHOMA

RECEIVING PARTY DATA	
Name:	BNY Midwest Trust Company
Street Address:	2 North LaSalle Street
Internal Address:	Suite 1020
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60602
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 9		
Property Type	Number	Word Mark
Serial Number:	78368080	SIMPLY INNOVATIVE
Serial Number:	76556510	EVO - THE NEXT EVOLUTION IN WIRELESS
Serial Number:	76399757	DOBSON CELLULAR SYSTEMS
Serial Number:	76399755	EXPAND YOUR POSSIBILITIES
Serial Number:	76329787	BREEZE
Serial Number:	76010014	PLANS THAT FIT THE WAY YOU TALK.
Serial Number:	75759086	HEY-IT'S UP TO YOU.
Serial Number:	75639283	SIMPLY SPEAKING
Serial Number:	75633605	TALK USA

CORRESPONDENCE DATA	
Fax Number:	(646)848-4455
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-848-4455
Email:	jlik@shearman.com
Correspondent Name:	James H. Lik

CH \$240.00 78368080

Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 5822/2964

NAME OF SUBMITTER: James H. Lik

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 8, 2004, by DOBSON CELLULAR SYSTEMS, INC. ("*Grantor*"), in favor of BNY Midwest Trust Company, as collateral trustee (in such capacity, the "*Collateral Trustee*") for the benefit of the holders of the Second Lien Notes (as defined below).

WITNESSETH:

WHEREAS, the Grantor, Dobson Operating Co., LLC, an Oklahoma limited liability company, Dobson Communications Corporation, an Oklahoma corporation, and DOC Lease Co., LLC, an Oklahoma limited liability company, have entered into an Indenture dated as of November 8, 2004 (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the "*Second Lien Indenture*") with BNY Midwest Trust Company as trustee (in such capacity, the "*Trustee*"), pursuant to which the Grantor has authorized the issuance of 9 7/8% Notes due 2012 (as such notes may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, the "*Second Lien Notes*");

WHEREAS, pursuant to the Second Lien Indenture, the Grantor is entering into this Agreement in order to grant to the Collateral Trustee for the ratable benefit of the holders of the Second Lien Notes (the "*Holders*", and together with the Collateral Trustee and the Trustee, the "*Secured Parties*") a security interest in the Trademark Collateral (as defined below);

WHEREAS, Grantor is party to a Security Agreement, dated as of November 8, 2004, in favor of the Collateral Trustee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in the Second Lien Indenture and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Collateral Trustee, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Second Lien Indenture or in the Security Agreement and used herein have the meaning given to them in the Second Lien Indenture or the Security 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 Collateral Trustee 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 Collateral Trustee pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Trustee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

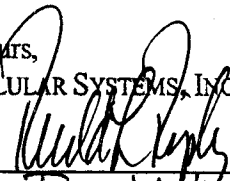
Section 4. Release of Security Interest

To the extent required by *Section 7.15 (Releases)* of the Security Agreement and in accordance with the provisions of such section, the Collateral Trustee 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 G. Ripley
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

BNY MIDWEST TRUST COMPANY,
as Collateral Trustee

By: _____
Name:
Title:

IN WITNESS WHEREOF, 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,
DOBSON CELLULAR SYSTEMS, INC.,
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

BNY MIDWEST TRUST COMPANY,
as Collateral Trustee

By: *L. Garcia*
Name: **L. Garcia**
Title: **Assistant Vice President**

**Schedule I
to
Trademark Security Agreement**

Trademark	Reg. No./ Date	App. No./ Filed	Owner	Status	Liens
SIMPLY INNOVATIVE	N/A	78- 368,080 20040213	Dobson Cellular Systems, Inc.	Pending – ITU	N/A
EVO - THE NEXT EVOLUTION IN WI	N/A	76- 556,510 20031017	Dobson Cellular Systems, Inc.	Pending – ITU	N/A
DOBSON CELLULAR SYSTEMS	2,702,274 20030401	76- 399,757 20020422	Dobson Cellular Systems, Inc.	Registered	N/A
EXPAND YOUR POSSIBILITIES	2,680,849 20030128	76- 399,755 20020422	Dobson Cellular Systems, Inc.	Registered	N/A
BREEZE	2,814,497 20040217	76- 329,787 20011026	Dobson Cellular Systems, Inc.	Registered	N/A
PLANS THAT FIT THE WAY YOU TALK	2,438,505 20010327	76- 010,014 20000327	Dobson Cellular Systems, Inc.	Registered	Security Agreement executed by Dobson Cellular Systems, Inc. in favor of Bank of America, N.A. signed 01/18/01.
HEY-IT'S UP TO YOU.	2,350,198 20000516	75- 759,086 19990723	Dobson Cellular Systems, Inc.	Registered	Security Agreement executed by Dobson Cellular Systems, Inc. in favor of Bank of America, N.A. signed 01/18/01. [To be terminated]
SIMPLY SPEAKING	2,378,873 20000822	75- 639,283 19990208	Dobson Cellular Systems, Inc.	Registered	Security Agreement executed by Dobson Cellular Systems, Inc. in favor of Bank of America, N.A. signed 01/18/01. [To be terminated]
TALK USA	2,484,220 20010904	75- 633,605 19990806	Dobson Cellular Systems, Inc.	Registered	Security Agreement executed by Dobson Cellular Systems, Inc. in favor of Bank of America, N.A. signed 01/18/01. [To be terminated]