

FORM PTO-1594
(Rev. 9-93)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/54)

Atty Docket No.

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

1. Name of conveying party(ies):

HALLEY LONA, LLC

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

Additional names(s) of conveying party(ies) attached Yes No

2. Name and address of receiving party(ies)

Name: **CINGULAR WIRELESS II, LLC**

Internal Address: **5565 Glenridge Connector, N.E.**

Street Address: **Suite 1725B**

City: **Atlanta** State: **GA** Zip: **30342**

- 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

Additional names(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: **10/27/04**

4. Application numbers(s) or patent numbers(s):

A. Trademark Application No.(s)
SEE ATTACHED SCHEDULE

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: **William H. Brewster**

Internal Address: **Kilpatrick Stockton LLP**

Street Address: **1100 Peachtree St., Suite 2800**

City: **Atlanta** State: **GA** Zip: **30309**

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

The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.

8. Deposit account number:

11-0860

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.

O. Maria Baratta

Name of Person Signing

Signature

Date

11/11/04

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

CH \$40.00 110860 78490760

Halley Lona, LLC Trademark Schedule

Trademark	Application Number
MORE BARS IN MORE PLACES	78/490750

**CERTIFICATE OF MERGER
OF
HALLEY LONA, LLC
(a Delaware limited liability company)
WITH AND INTO
CINGULAR WIRELESS II, LLC
(a Delaware limited liability company)**

Pursuant to the provisions of Section 18-209 of the Delaware Limited Liability Company Act, Cingular Wireless II, LLC submits the following Certificate of Merger for filing and certifies that:

1. The name and jurisdiction of formation of each limited liability company which is to merge are:

<u>Name</u>	<u>Jurisdiction</u>
Halley Lona, LLC	Delaware
Cingular Wireless II, LLC	Delaware

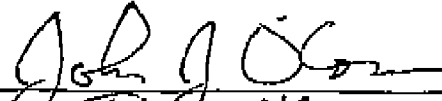
2. An Agreement and Plan of Merger has been approved and executed by each domestic limited liability company which is to merge.
3. The name of the surviving domestic limited liability company is Cingular Wireless II, LLC.
4. The merger shall be effective at 9:20 p.m. EDT on October 27, 2004.
5. The Agreement and Plan of Merger is on file at the principal place of business of the surviving limited liability company which is located at 5565 Glenridge Connector, N.E., Suite 1725B, Atlanta, Georgia 30342.
6. A copy of the Agreement and Plan of Merger will be furnished by the surviving limited liability company, on request and without cost, to any member of any domestic limited liability company which is to merge.

[Signature on following page]

IN WITNESS WHEREOF, Cingular Wireless II, LLC has caused this Certificate of Merger to be executed by a duly authorized officer this 27th day of October, 2004.

CINGULAR WIRELESS II, LLC

By: Cingular Wireless LLC, its Manager

By: 
 Name: John J. O'Connor
 Title: Assistant Secretary

**ACTION TAKEN BY WRITTEN CONSENT
OF THE SOLE MEMBER OF
HALLEY LONA, LLC**

Acting by written consent, the undersigned, being the sole member of Halley Lona, LLC, a Delaware limited liability company (the "Company"), waives notice of a meeting and consents to and adopts the following resolutions as the action of the sole member in lieu of a meeting and directs that this written consent be delivered to the Company for inclusion in the Company's records.

Approval of Merger

WHEREAS, the Company is a wholly owned subsidiary of Cingular Wireless II, LLC (the "Member");

WHEREAS, the Member of the Company desires to merge the Company with and into the Member (the "Merger"), pursuant to the Agreement and Plan of Merger by and between the Company and the Member attached hereto (the "Plan of Merger");

WHEREAS, the Member has considered the foregoing and has reviewed the terms and conditions of the proposed Merger as set forth in the Plan of Merger attached hereto as Exhibit A and believes that it is advisable and in the best interests of the Company that the transactions be consummated substantially in the manner presented therein;

NOW, THEREFORE, BE IT RESOLVED, that the Member of the Company authorizes the Merger and approves and adopts the Plan of Merger and authorizes any officer of the Company to execute and deliver the Plan of Merger on behalf of the Company, together with any changes thereto which any such officer, in such officer's sole discretion, deems necessary or appropriate and in the best interests of the Company (any such officer's execution thereof containing any such changes being deemed to evidence conclusively such officer's decision that such changes are in the best interests of the Company); and

FURTHER RESOLVED, that, the officers of the Company are authorized and directed to execute and file a Certificate of Merger in the form attached hereto as Exhibit B with the Secretary of State of Delaware and such other documents and certificates as may be required or permitted under the applicable provisions of the Delaware Limited Liability Company Act;

General Authority

FURTHER RESOLVED, that any officer of the Company is authorized and directed to do and perform or cause to be done and performed, all such acts, deeds and things, to pay or cause to be paid, all fees, costs and expenses, and to make, execute and deliver or cause to be made, executed and delivered, all such agreements, undertakings, documents, instruments and certificates in the name and on behalf of the Company or otherwise as any such officer deems

necessary or desirable in order to effectuate or carry out fully and expeditiously the purpose and intent of each and all of the foregoing resolutions; and

FURTHER RESOLVED, that the authority given in these resolutions is retroactive and any and all acts authorized herein performed before the passage of these resolutions are ratified and affirmed.

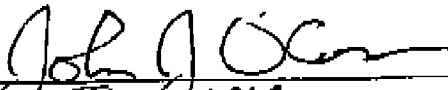
[Signature on following page]

IN WITNESS WHEREOF, the undersigned consents to the actions described herein.

CINGULAR WIRELESS II, LLC

By: Cingular Wireless LLC, its Manager

Date: October 27, 2004

By: 
 Name: John J. O'Connor
 Title: Assistant Secretary

/04 16:53 FAX

KS ATLANTA

009/012

11-2004 10:24am From=ALSTON AND BIRD LLP

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T-671 P.006/010 F-500

EXHIBIT A

Agreement and Plan of Merger

ATL01/11770698v1

TRADEMARK
REEL: 002977 FRAME: 0263

AGREEMENT AND PLAN OF MERGER

Pursuant to this Agreement and Plan of Merger (the "Plan of Merger"), dated as of the 27th day of October, 2004, Halley Lona, LLC, a Delaware limited liability company, shall be merged with and into Cingular Wireless II, LLC, a Delaware limited liability company.

SECTION I DEFINITIONS

1.1 Effective Time. "Effective Time" shall mean 9:20 p.m. EDT on October 27, 2004.

1.2 Surviving Company. "Surviving Company" shall refer to Cingular Wireless II, LLC, a Delaware limited liability company. The principal office of the Surviving Company is located at 5565 Glenridge Connector, N.E., Suite 1725B, Atlanta, Georgia 30342.

1.3 Merging Company. "Merging Company" shall refer to Halley Lona, LLC, a Delaware limited liability company.

1.4 Merger. "Merger" shall refer to the merger of the Merging Company with and into the Surviving Company as provided in Section 2.1 of this Plan of Merger.

SECTION 2 TERMS OF MERGER

2.1 Merger. In accordance with the applicable laws of the State of Delaware and subject to the terms and conditions set forth in this Plan of Merger, the Merging Company shall, at the Effective Time, be merged with and into the Surviving Company. The Surviving Company shall continue to exist after the Merger and shall be governed by the laws of the State of Delaware under the name "Cingular Wireless II, LLC."

2.2 Effective Time. The Merger contemplated by this Plan of Merger shall become effective at the Effective Time.

2.3 Certificate of Formation. The Certificate of Formation of the Surviving Company as it exists at the Effective Time shall remain in full force and effect after the Effective Time and shall not be amended by virtue of the Merger.

2.4 Operating Agreement. The Operating Agreement of the Surviving Company as it exists at the Effective Time shall remain in full force and effect after the Effective Time and shall not be amended by virtue of the Merger.

2.5 Officers. The officers of Cingular Wireless II, LLC shall continue to serve as the officers of the Surviving Company, and shall hold office from and after the Effective Time until their respective successors are elected and qualify.

SECTION 3
MANNER OF CONVERTING MEMBERSHIP INTERESTS

The issued and outstanding membership interests of the Merging Company shall be canceled and cease to exist by virtue of the Merger at the Effective Time. The issued and outstanding membership interests of the Surviving Company shall remain issued and outstanding and be unaffected by the Merger.

SECTION 4
FURTHER ASSURANCES

Each party to this Plan of Merger agrees to do such things as may be reasonably required by the other party in order more effectively to consummate or document the transactions contemplated by this Plan of Merger.


[Signatures on following page]

IN WITNESS WHEREOF, the undersigned entities have caused this Agreement and Plan of Merger to be executed by their duly authorized representatives as of the date first above written.

SURVIVING COMPANY:

CINGULAR WIRELESS II, LLC

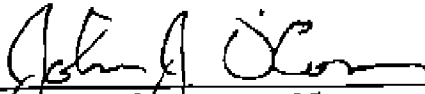
By: Cingular Wireless LLC, its Manager

By: 
Name: John J. O'Connor
Title: Assistant Secretary

MERGING COMPANY:

HALLEY LONA, LLC

By: Cingular Wireless LLC, its Manager

By: 
Name: John J. O'Connor
Title: Assistant Secretary