

FORM PTO-1594
(Rev. 6-93)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

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):

CINGULAR WIRELESS LLC

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

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

3. Nature of conveyance:

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

Execution Date: 10/27/04

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

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

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

B. Trademark Registration No.(s)
SEE ATTACHED SCHEDULE

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: **34**

7. Total fee (37 CFR 3.41).....\$ **865.00**

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: **6**

CIH \$365.00 110860 76497601

Cingular Wireless, LLC US Trademark Schedule

	Trademark	Registration Number	Application Number	Status
1.	MINUTESHARE		76/497601	Allowed
2.	EXPRESSORIES		76/370831	Allowed
3.	KIC KEEP IN CONTACT (and design)		76/566125	Pending
4.	PEEK AND PAY		78/464008	Pending
5.	CINGULAR TAKE CHARGE		78/439487	Pending
6.	QUICKREACH		78/350576	Pending
7.	CINGULAR SMARTCHIP (and design)		78/278635	Pending
8.	CINGULAR FITS YOU BEST		76/501689	Pending
9.	CINGULAR FITS YOU BEST (and design)		76/501688	Pending
10.	ROLLOVER		78/185225	Published
11.	TRUEST SOUND		78/310355	Published
12.	FASTFORWARD		78/287525	Published
13.	ROLLOVER MINUTES		78/185243	Published
14.	CINGULAR SMARTCHIP		78/254615	Published
15.	TRUE SOUND		78/310343	Published
16.	CINGULAR WIRELESS	2808453	78/024857	Registered
17.	CINGULAR	2596041	78/024946	Registered
18.	X MAN DESIGN	2672185	78/028527	Registered
19.	CINGULAR PROMISE	2726862	76/424040	Registered
20.	CINGULAR WIRELESS (and design)	2871582	78/229759	Registered
21.	KEEP IN CONTACT	2868575	76/488172	Registered
22.	EXPRESSWEAR	2758529	76/447880	Registered
23.	MY WIRELESS WINDOW	2635238	76/370829	Registered
24.	CINGULAR ROLLOVER	2806289	76/429705	Registered
25.	CINGULAR REGION	2714589	78/040260	Registered
26.	WIRELESS BUILT AROUND YOU	2865494	76/404783	Registered
27.	EXPRESSORIES	2785509	76/370834	Registered
28.	X MAN DESIGN (lined for color orange)	2715753	78/051572	Registered
29.	MI VENTANA MÓVIL	2826284	78/046856	Registered
30.	WHAT DO YOU HAVE TO SAY?	2863530	78/041363	Registered
31.	CINGULAR NATION	2714588	78/040257	Registered
32.	CINGULAR HOME	2784954	78/040254	Registered
33.	KIC	2789656	76/447897	Registered
34.	#NOW		78/273973	Suspended

Execution Copy

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Assignment") is executed by and between Cingular Wireless LLC, a Delaware limited liability company, ("Assignor"), on the one hand, and Cingular Wireless II, LLC, a Delaware limited liability company ("Assignee"), on the other hand.

WHEREAS, Assignor is the owner of certain trademarks, trademark applications and trademark registrations (as disclosed and set forth in Schedule A; collectively, the "Trademarks") and the good will of the business in connection with which the Trademarks are used, as intended to be used and which is associated with and symbolized by the Trademarks, which Assignor desires to assign to Assignee; and

WHEREAS, Assignee desires to accept such assignment of the Trademarks.

NOW, THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment of Trademarks. Effective as of the date hereof, Assignor hereby assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives, all of Assignor's right, title and interest in and to the Trademarks, all agreements and contracts of Assignor related to such Trademarks (the "Related Agreements") and the goodwill of the business symbolized thereby, including without limitation Assignor's right to sue for and remedies against past, present and future infringements of any or all of the foregoing and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide. Assignor authorizes and requests the Commissioner of Patents and Trademarks and any foreign registrar or governmental authority to issue all trademarks on said applications or applications resulting therefrom to said Assignee, as assignee of Assignor's entire interest. Assignor agrees that it will communicate to said Assignee or its representatives any facts known to it respecting said Trademarks, and, at Assignee's expense, testify in any legal proceedings, sign all lawful papers, execute all documents, make all rightful oaths and generally do everything possible to aid said Assignee, its successors, assigns and nominees, to obtain and enforce proper protection for said Trademarks in all countries, and asserts that it will not execute any agreements inconsistent therewith.

2. Assumption. Effective as of the date hereof, Assignee hereby assumes the due and full payment and performance of all of the liabilities and obligations of Assignor under the Related Agreements.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the United States of America and of the State of Delaware.

4. Successors and Assigns. This Assignment shall inure to the benefit of and be binding on the successors and assigns of both parties.

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5. Trademarks Subject to Consent. To the extent that any of the Assignor's right, title or interest in and to the Trademarks or any other rights, contracts, agreements or assets of the Assignor related thereto and/or liabilities or obligations of Assignor purported to be assigned hereunder may not be assigned, transferred or conveyed to, or assumed by, Assignee without the consent, release, authorization or waiver of any third party and such consent, release, authorization or waiver has not been obtained prior to the date hereof (such Trademarks and other rights, contracts, agreements and assets, the "Non-Transferable Trademarks" and such liabilities and obligations, "Non-Transferable Liabilities"), this Assignment shall not constitute an assignment, transfer, conveyance or assumption or an attempted assignment, transfer, conveyance or assumption thereof. In this circumstance, this Assignment shall to the extent possible under the Non-Transferable Trademark and applicable law constitute an equitable assignment by Assignor to Assignee of all of Assignor's right, title and interest in and to, the Non-Transferable Trademark and Assignee shall be deemed to be Assignor's agent for the purpose of paying, performing or discharging the Non-Transferable Liabilities on behalf of Assignor. Assignor shall take all actions reasonably requested by Assignee to provide Assignee with the benefits of the Non-Transferable Trademarks, including with respect to the enforcement of rights with respect thereto. Assignee shall, with respect to the Non-Transferable Liabilities, pay, perform or discharge in accordance with their terms all liabilities and obligations of Assignor under the Non-Transferable Liabilities. If Assignor is unable to effect an equitable assignment of any Non-Transferable Trademark, Assignor shall transfer to Assignee an amount of cash equal to the fair market value (determined as of the date of this Assignment) of such Non-Transferable Trademark.

[signatures on following pages]

ATL01/11762349v1

/04 18:09 FAX

KS ATLANTA

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1/2004 10:22 FAX 404 238 5674

GINGULAR WIRELESS

004

1-10-2004 05:38pm From-ALSTON AND BIRD

4046817777

T-618 P.003/016 F-530

Execution Copy

Executed this 27th day of October, 2004.

Assignor: **GINGULAR WIRELESS LLC**
By: Cingular Wireless Corporation
Its: Manager

By: *[Signature]*
Name: Stephen A. McGraw
Title: Vice President - Corporate Development



STATE OF Georgia
COUNTY OF Fulton

On this 27 day of October, 2004, before me, a Notary Public in and for the State and County
foresaid, personally appeared Stephen A. McGraw known by me to be the person
above named and an officer of Cingular Wireless LLC, duly authorized to execute this
Assignment Agreement on behalf of Cingular Wireless LLC, who signed and executed the
foregoing instrument on behalf of Cingular Wireless LLC.

Notary Public My Commission Expires:

Sherry L. Garrett



ATL02/11768345v1

Execution Copy

Acknowledged this 27th day of October, 2004.

Assignee: CINGULAR WIRELESS II, LLC

By: [Signature]
Name: Stephen A. McGraw
Title: Vice President - Corporate Development

APPROVED:
[Signature]
ATTORNEY

STATE OF Georgia
COUNTY OF Fulton

On this 27 day of October, 2004, before me, a Notary Public in and for the State and County
foresaid, personally appeared Stephen A. McGraw known by me to be the person
above named and an officer of Cingular Wireless II, LLC, duly authorized to execute this
Assignment Agreement on behalf of Cingular Wireless II, LLC, who signed and executed the
foregoing instrument on behalf of Cingular Wireless II, LLC.

Notary Public My Commission Expires:

Sherry L. Garrett

SHERRY L. GARRETT - NOTARY PUBLIC
County of DeKalb State of Georgia
My Commission Expires Oct. 16, 2005