

## 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                            |
|-------------------------------|----------|----------------|--|
| Affiliate License Co., L.L.C. |          | 11/18/2004     | Limited Liability<br>Company: DELAWARE |

## RECEIVING PARTY DATA

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

## PROPERTY NUMBERS Total: 24

| Property Type        | Number  | Word Mark                    |
|----------------------|---------|------------------------------|
| Registration Number: | 2370076 | EVERYTHING UNDER THE SUN     |
| Registration Number: | 2367621 | SUNCOM                       |
| Registration Number: | 2576959 | SUNCOM                       |
| Registration Number: | 2831052 | SUNCOM                       |
| Registration Number: | 2576974 | SUNCOM CONNECT               |
| Registration Number: | 2793440 | SUNCOM FYI                   |
| Registration Number: | 2886969 | SUNCOM INET                  |
| Registration Number: | 2793501 | SUNCOM KEEP TALKING          |
| Registration Number: | 2796493 | SUNCOM PREPAID TO GO         |
| Registration Number: | 2793422 | SUNCOM STATES                |
| Registration Number: | 2887121 | SUNCOM SUBSCRIPTION WIRELESS |
| Registration Number: | 2796672 | SUNCOM SUPERSTATES           |
| Registration Number: | 2796492 | SUNCOM TO GO                 |
| Registration Number: | 2793470 | SUNCOM UNLIMITED             |
|                      |         |                              |

TRADEMARK

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REEL: 002986 FRAME: 0345

OP \$615.00 2370076

|                      |          |                      |
|----------------------|----------|----------------------|
| Registration Number: | 2887120  | SUNCOM UNPLAN        |
| Registration Number: | 2793471  | SUNCOM USA           |
| Registration Number: | 2793536  | SUNCOM WELCOME HOME  |
| Registration Number: | 2860451  | SUNCOM WIRELESS      |
| Serial Number:       | 76125169 | MY SUNCOM            |
| Serial Number:       | 76174529 | SUNCOM I.NOTES       |
| Serial Number:       | 76297144 | SUNCOM IPLAY         |
| Serial Number:       | 76297129 | SUNCOM ISPEAK        |
| Serial Number:       | 76568457 | SUNCOM NUMBER SECURE |
| Serial Number:       | 76615320 | SUNCOM PAY AHEAD     |

#### CORRESPONDENCE DATA

Fax Number: (212)455-2502

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (212) 455-2254

Email: LLevy@stblaw.com

Correspondent Name: Robyn Rahbar, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

|                         |             |
|-------------------------|-------------|
| ATTORNEY DOCKET NUMBER: | 053114/1028 |
|-------------------------|-------------|

|                    |             |
|--------------------|-------------|
| NAME OF SUBMITTER: | Lea B. Levy |
|--------------------|-------------|

#### Total Attachments: 7

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of November 18, 2004 is made by Affiliate License Co. L.L.C., a Delaware limited liability company (the "Grantor"), in favor of Lehman Commercial Paper Inc., a New York corporation, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Term Loan Agreement, dated as of November 18, 2004 (as amended, supplemented or otherwise modified from time to time, the "Term Loan Agreement"), among Triton PCS, Inc., a Delaware corporation and parent of Grantor ("Borrower"), the Lenders, the Agent, and Merrill Lynch, Pierce, Fenner & Smith, Inc., as Syndication Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Term Loan Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Term Loan Agreement, as well as the Guarantee Agreement, dated as of November 18, 2004 (the "Guarantee Agreement"), the Grantor and certain other subsidiaries of the Borrower have executed and delivered a Security Agreement, dated as of November 18, 2004, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make a credit facility available to the Borrower pursuant to the Term Loan Agreement, Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Term Loan Agreement and the Guarantee Agreement.

SECTION 2. Grant of Security Interest. Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders as security for the payment or performance, as the case may be, in full of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee Agreement and is expressly subject to the terms and conditions thereof. The Guarantee Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Term Loan Agreement and the Guarantee Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

**SECTION 5. Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**AFFILIATE LICENSE CO., L.L.C.**

**By: TRITON MANAGEMENT COMPANY, INC., its  
manager,**



**Name: Daniel E. Hopkins**

**Title: Senior Vice President of Finance and Treasurer**

**LEHMAN COMMERCIAL PAPER INC.  
as Administrative Agent for the Lenders**

**By: \_\_\_\_\_**

**Name:**

**Title:**

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AFFILIATE LICENSE CO., L.L.C.

By: TRITON MANAGEMENT COMPANY, INC., its  
manager,

\_\_\_\_\_  
Name: Daniel E. Hopkins


Title: Senior Vice President of Finance and Treasurer

LEHMAN COMMERCIAL PAPER INC.  
as Administrative Agent for the Lenders

By: \_\_\_\_\_


Name:

Title:

  
**WILLIAM J. HUGHES**  
**MANAGING DIRECTOR**

STATE OF                     )  
                                      ) ss  
COUNTY OF                 )

On the \_\_\_\_ day of November, 2004, before me personally came Daniel E. Hopkins, who is personally known to me to be the SVP of Finance + Treas. of Affiliate License Co., L.L.C. a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the SVP of Finance + Treas. in such limited liability company, the limited liability company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Manager of such limited liability company; and that she/he acknowledged said instrument to be the free act and deed of said limited liability company.

  
Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

JOAN W. ALEXANDER, Notary Public  
Tredyffrin Twp., Chester County  
My Commission Expires April 1, 2008

(PLACE STAMP AND SEAL ABOVE)

STATE OF New York )  
 ) ss  
COUNTY OF New York )

On the 17 day of November, 2004, before me personally came William Hughes, who is personally known to me to be the Managing Director of Lehman Commercial Paper Inc., a New York corporation; who, being duly sworn, did depose and say that she/he is the Administrative Agent in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Marsha Grier  
Notary Public, State of New York  
No. 01GR6000642  
Qualified in New York County  
Commission Expires April 30 2006

Marsha Grier  
Notary Public

(PLACE STAMP AND SEAL ABOVE)



## SCHEDULE A

### U.S. Trademark Registrations & Applications

| <u>Trademark Registration</u> | <u>Registration Number</u> |
|-------------------------------|----------------------------|
| EVERYTHING UNDER THE SUN      | 2,370,076                  |
| SUNCOM                        | 2,367,621                  |
| SUNCOM                        | 2,576,959                  |
| SUNCOM and DESIGN             | 2,831,052                  |
| SUNCOM CONNECT                | 2,576,974                  |
| SUNCOM FYI                    | 2,793,440                  |
| SUNCOM INET                   | 2,886,969                  |
| SUNCOM KEEP TALKING           | 2,793,501                  |
| SUNCOM PREPAID TO GO          | 2,796,493                  |
| SUNCOM STATES                 | 2,793,422                  |
| SUNCOM SUBSCRIPTION WIRELESS  | 2,887,121                  |
| SUNCOM SUPERSTATES            | 2,796,672                  |
| SUNCOM TO GO                  | 2,796,492                  |
| SUNCOM UNLIMITED              | 2,793,470                  |
| SUNCOM UNPLAN                 | 2,887,120                  |
| SUNCOM USA                    | 2,793,471                  |
| SUNCOM WELCOME HOME           | 2,793,536                  |
| SUNCOM WIRELESS and DESIGN    | 2,860,451                  |

### U.S. Trademark Applications

| <u>Trademark Applications</u> | <u>Application Number</u> |
|-------------------------------|---------------------------|
| MY SUNCOM                     | 76/125,169                |
| SUNCOM I.NOTES (Stylized)     | 76/174,529                |
| SUNCOM IPLAY                  | 76/297,144                |
| SUNCOM ISPEAK                 | 76/297,129                |
| SUNCOM NUMBER SECURE          | 76/568,457                |
| SUNCOM PAY AHEAD              | 76/615,320                |