09-01-2004

Form PTO-1594 (Rev. 06/04)
OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

4/27/04

102826783

To the Director of the U.S. Patents and Trademarks: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

CRICKET COMMUNICATIONS, INC.

☐ Individual(s) ☐ Association

☐ General Partnership ☐ Limited Partnership

☒ Corporation Delaware

☐ Other

Citizenship (see guidelines)

Execution Date(s) August 16, 2004

Additional name(s) of conveying party(ies) attached? ☐Yes ☒ No

2. Name and address of receiving party(ies):

Additional names, addresses, or citizenship attached? ☐Yes ☒ No

Name: **WELLS FARGO BANK, N.A., as Collateral Agent**

Street Address: Sixth and Marquette, MAC N9303-120

City: Minneapolis

State: Minnesota

Country: USA Zip: 55479

☐ Association Citizenship

☐ General Partnership Citizenship

☐ Limited Partnership Citizenship

☐ Corporation Citizenship

☒ Other National banking association Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐Yes ☐ No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

☐ Assignment ☐ Merger

☒ Security Agreement ☐ Change of Name

☐ Other

4. Application number(s) or registration number(s) and identification or description of Trademark.

A. Trademark Application No.(s)

SEE ATTACHED SCHEDULE

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE

Additional number(s) attached? ☐ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Rhonda DeLeon

Internal Address: Latham & Watkins, LLP

Street Address: 650 Town Center Drive, Suite 2000

City: Costa Mesa

State: California Zip: 92626

Phone Number: 714-540-1235

Fax Number: 714-755-8290

Email Address: ipdocket@lw.com

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 390.00

☐ Authorized to be charged by credit card

☐ Authorized to be charged to deposit account

☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers

b. Deposit Account Number 500524 (For additional fees)

Authorized User Name Rhonda DeLeon

9. Signature: Rhonda DeLeon — Signature

August 27,2004 — Date

Rhonda DeLeon — Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 36

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01 FC:8521 40.00 OP
02 FC:8522 350.00 OP

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SCHEDULE A

CRICKET COMMUNICATIONS, INC.

U.S. TRADEMARKS

Trademark Registrations

Grantor/Registered Owner	Registration Number
Cricket Communications, Inc.	2,359,369
Cricket Communications, Inc.	2,359,370
Cricket Communications, Inc.	2,363,821
Cricket Communications, Inc.	2,359,368
Cricket Communications, Inc.	2,363,820
Cricket Communications, Inc.	2,554,505
Cricket Communications, Inc.	2,423,003
Cricket Communications, Inc.	2,532,708
Cricket Communications, Inc.	2,493,901

Trademark Applications

Grantor/Registered Owner	Application Number
Cricket Communications, Inc.	76/168,257
Cricket Communications, Inc.	76/169,838
Cricket Communications, Inc.	76/366,393
Cricket Communications, Inc.	76/149,674
Cricket Communications, Inc.	76/040,512
Cricket Communications, Inc.	76/530,354

THIS INSTRUMENT GRANTS A SECURITY INTEREST BY A UTILITY.
The collateral covered by this instrument includes fixtures.

SECURITY AGREEMENT

SECURITY AGREEMENT dated as of August 16, 2004, among CRICKET COMMUNICATIONS, INC., a Delaware corporation (the "Issuer"), LEAP WIRELESS INTERNATIONAL, INC., a Delaware corporation (the "Parent"), each subsidiary of the Parent listed on Schedule I hereto (each such subsidiary individually a "Subsidiary" and, collectively, the "Subsidiaries", and together with the Parent, each individually a "Guarantor" and, collectively, the "Guarantors"; and the Guarantors and the Issuer are referred to collectively herein as the "Grantors") and Wells Fargo Bank, National Association, a national banking association (the "Trustee"), as trustee under the Indenture referred to below and as collateral agent (in such capacity as collateral agent, the "Collateral Agent") for the Secured Parties (as defined herein).

W I T N E S S E T H:

WHEREAS, pursuant to the terms, conditions and provisions of the Indenture dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture"), among the Issuer, the Guarantors and the Trustee, the Issuer is initially issuing $350,000,000 aggregate principal amount of 13% Senior Secured Pay-in-Kind Notes due 2010 and may issue, from time to time, additional notes in accordance with the provisions of the Indenture (collectively, the "Notes") which will be guaranteed on a senior secured basis by each of the Guarantors;

WHEREAS, each Grantor is executing and delivering this Agreement pursuant to the terms of the Indenture to evidence the security interests contemplated thereby; and

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

NOW, THEREFORE, for and in consideration of the premises, and of the mutual covenants herein contained, each Grantor and the Collateral Agent, on behalf of itself and each Secured Party (and each of their respective successors or assigns), hereby agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Definition of Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Indenture.

SECTION 1.02. Definition of Certain Terms Used Herein. As used herein, the following terms shall have the following meanings:

"Account Debtor" shall mean any Person who is or who may become obligated to any Grantor under, with respect to or on account of an Account.

"Accounts" shall mean all "accounts" (as defined in the Uniform Commercial Code) of any Grantor and shall include any and all right, title and interest of any Grantor to payment for goods and services sold or leased, including any such right evidenced by chattel paper, whether due or to become due, whether or not it has been earned by performance, and whether now or hereafter acquired or arising in the future, including accounts receivable from Affiliates of the Grantors.

"Accounts Receivable" shall mean all Accounts and all right, title and interest in any returned goods, together with all rights, titles, securities and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired.

"Collateral" shall mean all (a) Accounts Receivable, (b) Documents, (c) Equipment, (d) General Intangibles, (e) Inventory, (f) cash, cash accounts and Deposit Accounts, (g) Investment Property, (h) Wireless Licenses (subject to Sections 2.01(b) and 7.16 hereof) and (i) Proceeds.

"Commodity Account" shall mean an account maintained by a Commodity Intermediary in which a Commodity Contract is carried out for a Commodity Customer.

"Commodity Contract" shall mean a commodity futures contract, an option on a commodity futures contract, a commodity option or any other contract that, in each case, is (a) traded on or subject to the rules of a board of trade that has been designated as a contract market for such a contract pursuant to the federal commodities laws or (b) traded on a foreign commodity board of trade, exchange or market, and is carried on the books of a Commodity Intermediary for a Commodity Customer.

"Commodity Customer" shall mean a Person for whom a Commodity Intermediary carries a Commodity Contract on its books.

"Commodity Intermediary" shall mean (a) a Person who is registered as a futures commission merchant under the federal commodities laws or (b) a Person who in the ordinary course of its business provides clearance or settlement services for a board of trade that has been designated as a contract market pursuant to federal commodities laws.

"Copyright License" shall mean any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Grantor or which such Grantor otherwise has the right to license, or granting any right to such Grantor under any Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

"Copyrights" shall mean all of the following: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule II.

"Deposit Account" shall have the meaning specified for the term "deposit account" in Section 9-102(a)(29) of the UCC.

"Documents" shall mean all instruments, files, records, ledger sheets and documents covering or relating to any of the Collateral.

"Entitlement Holder" shall mean a Person identified in the records of a Securities Intermediary as the Person having a Security Entitlement against the Securities Intermediary. If a Person acquires a Security Entitlement by virtue of Section 8-501(b)(2) or (3) of the Uniform Commercial Code, such Person is the Entitlement Holder.

"Equipment" shall mean "equipment" (as defined in the UCC) of any Grantor and shall include all equipment, furniture and furnishings, and all tangible personal property similar to any of the foregoing, including tools, parts and supplies of every kind and description, and all improvements, accessions or appurtenances thereto, that are now or hereafter owned by any Grantor. The term Equipment shall include Fixtures.

"FCC Laws" shall mean the U.S. Communications Act of 1934, as amended, and any similar or successor federal statute, and the published rules, regulations and orders of the FCC, all as the same may be in effect from time to time.

"Financial Asset" shall mean (a) a Security, (b) an obligation of a Person or a share, participation or other interest in a Person or in property or an enterprise of a Person, which is, or is of a type, dealt with in or traded on financial markets, or which is recognized in any area in which it is issued or dealt in as a medium for investment or (c) any property that is held by a Securities Intermediary for another Person in a Securities Account if the Securities Intermediary has expressly agreed with the other Person that the property is to be treated as a Financial Asset under Article 8 of the Uniform Commercial Code. As the context requires, the term Financial Asset shall mean either the interest itself or the means by which a Person's claim to it is evidenced, including a certificated or uncertificated Security, a certificate representing a Security or a Security Entitlement.

"Fixtures" shall mean all items of Equipment, whether now owned or hereafter acquired, of any Grantor that become so related to particular real estate that an interest in them arises under any real estate law applicable thereto.

"General Intangibles" shall mean all "general intangibles" (as defined in the UCC) of any Grantor and shall include choses in action and causes of action and all other assignable intangible personal property of any Grantor of every kind and nature (other than Accounts Receivable) now owned or hereafter acquired by any Grantor, including corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, Hedging Agreements and other agreements), Intellectual Property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to any Grantor to secure payment by an Account Debtor of any of the Accounts Receivable.

"Hedging Agreement" shall mean any interest rate protection agreement, foreign currency exchange agreement, commodity price protection agreement or other interest or currency exchange rate or commodity price hedging arrangement.

"Intellectual Property" shall mean all intellectual and similar property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

"Inventory" shall mean "inventory" (as defined in the UCC) of any Grantor and shall include all goods of any Grantor, whether now owned or hereafter acquired, held for sale or lease, or furnished or to be furnished by any Grantor under contracts of service, or consumed in any Grantor's business, including raw materials, intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, and all such goods that have been returned to or repossessed by or on behalf of any Grantor.

"Investment Property" shall mean all Securities (whether certificated or uncertificated), Security Entitlements, Securities Accounts, Commodity Contracts and Commodity Accounts of any Grantor, whether now owned or hereafter acquired by any Grantor.

"License" shall mean any Patent License, Trademark License, Copyright License or other license or sublicense (except for Wireless Licenses) to which any Grantor is a party, including those listed on Schedule III (other than those license agreements in existence on the date hereof and listed on Schedule III and those license agreements entered into after the date hereof, which by their terms prohibit assignment or a grant of a security interest by such Grantor as licensee thereunder).

"Obligations" shall mean all obligations of the Issuer and the Guarantors under the Indenture, the Notes and the other Indenture Documents, including obligations to the Trustee and the Collateral Agent, whether for payment of principal of or interest on the Notes and all other monetary obligations of the Issuer and the Guarantors under the Indenture, the Notes and the other Indenture Documents, whether for fees, expenses, indemnification or otherwise.

"Patent License" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

"Patents" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other

country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule IV, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"Perfection Certificate" shall mean a certificate substantially in the form of Annex 1 hereto, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by an Officer of the Issuer.

"Proceeds" shall mean "proceeds" (as defined in the UCC) of any Grantor and shall include any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other Person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property which constitutes Collateral, and shall include, (a) any claim of any Grantor against any third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (i) past, present or future infringement of any Patent now or hereafter owned by any Grantor, or licensed under a Patent License, (ii) past, present or future infringement or dilution of any Trademark now or hereafter owned by any Grantor or licensed under a Trademark License or injury to the goodwill associated with or symbolized by any Trademark now or hereafter owned by any Grantor, (iii) past, present or future breach of any License and (iv) past, present or future infringement of any Copyright now or hereafter owned by any Grantor or licensed under a Copyright License and (b) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Secured Parties" shall mean the Trustee, the Collateral Agent, each Holder and the successors and assigns of each of the foregoing.

"Securities" shall mean any obligations of an issuer or any shares, participations or other interests in an issuer or in property or an enterprise of an issuer which (a) are represented by a certificate representing a security in bearer or registered form, or the transfer of which may be registered upon books maintained for that purpose by or on behalf of the issuer, (b) are one of a class or series or by its terms is divisible into a class or series of shares, participations, interests or obligations and (c)(i) are, or are of a type, dealt with or traded on securities exchanges or securities markets or (ii) are a medium for investment and by their terms expressly provide that they are a security governed by Article 8 of the Uniform Commercial Code.

"Securities Account" shall mean an account to which a Financial Asset is or may be credited in accordance with an agreement under which the Person maintaining the account undertakes to treat the Person for whom the account is maintained as entitled to exercise rights that comprise the Financial Asset.

"Security Entitlements" shall mean the rights and property interests of an Entitlement Holder with respect to a Financial Asset.

"Security Interest" shall have the meaning assigned to such term in Section 2.01.

"Security Intermediary" shall mean (a) a clearing corporation or (b) a Person, including a bank or broker, that in the ordinary course of its business maintains securities accounts for others and is acting in that capacity.

"Trademark License" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

"Trademarks" shall mean all of the following: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule V, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

"Uniform Commercial Code" or "UCC" means the Uniform Commercial Code as in effect in the State of New York from time to time.

"Wireless Licenses" shall mean all licenses, permits, and authorizations issued by the FCC to any Grantor.

SECTION 1.03. Rules of Interpretation. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Annexes and Schedules shall be construed to refer to Articles and Sections of, and Annexes and Schedules to, this Agreement and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

ARTICLE II

Security Interest

SECTION 2.01. Security Interest.

(a) As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the Collateral (the "Security Interest"). Without limiting the foregoing, the Collateral Agent is hereby authorized to file one or more financing statements (including fixture filings), continuation statements, filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantors, and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party, which financing statements may describe the Collateral as "all assets" or "all personal property."

(b) Notwithstanding the foregoing provisions of this Section 2.01, the foregoing grant of a security interest shall not extend to, and the term "Collateral" shall not include, Wireless Licenses to the extent (but only to the extent) it is unlawful to grant a security interest therein (but solely to the extent that any such restriction shall be enforceable under applicable law); provided, however, that the foregoing grant of a security interest shall extend to, and the Collateral shall include, each of the following: (i) the right to receive all proceeds derived or arising from or in connection with the sale, assignment, transfer or transfer of control over such Wireless Licenses; (B) any and all proceeds of any Wireless Licenses that are otherwise excluded, and (C) upon obtaining the consent of the FCC with respect to any such otherwise excluded Wireless Licenses, such Wireless Licenses as well as any and all proceeds thereof that might theretofore have been excluded from such grant of a security interest and from the Collateral.

SECTION 2.02. No Assumption of Liability. The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

ARTICLE III

Representations and Warranties

The Grantors jointly and severally represent and warrant to the Collateral Agent and the Secured Parties that:

SECTION 3.01. Title and Authority. Each Grantor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Collateral Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person other than any consent or approval which has been obtained.

SECTION 3.02. Filings. (a) The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein is correct and complete in all material respects as of the date hereof (or, with regard to any updated Perfection Certificate, as of the date thereof). Fully executed Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations containing a description of the Collateral have been filed by or on behalf of each Grantor, with copies provided to the Collateral Agent, or have been delivered to the Collateral Agent for filing, in each governmental, municipal or other office specified in Schedule 6 to the Perfection Certificate, which are all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Collateral consisting of United States Patents, Trademarks and Copyrights) that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements or amendments.

(b) Each Grantor shall ensure that fully executed security agreements in the form hereof (or short-form supplements to this Agreement in form and substance satisfactory to the Collateral Agent) and containing a description of all Collateral consisting of Intellectual Property shall have been received and recorded within ten (10) Business Days after the execution of this Agreement with respect to United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and within ten (10) Business Days after the execution of this Agreement with respect to United States registered Copyrights have been delivered to the Collateral Agent for recording by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. Section 261, 15 U.S.C. Section 1060 or 17 U.S.C. Section 205 and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction in the United States (or any political subdivision thereof) and its territories and possessions, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral consisting of Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, or in any other necessary jurisdiction, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in any such jurisdiction (other than such actions as are necessary to perfect the Security Interest with respect

to any Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

SECTION 3.03. Validity of Security Interest. The Security Interest constitutes (a) a legal and valid security interest in all the Collateral securing the payment and performance of the Obligations, (b) subject to the filings described in Section 3.02 above, a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the UCC or other analogous applicable law in such jurisdictions and (c) a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, within the three month period (commencing as of the date hereof) pursuant to 35 U.S.C. Section 261 or 15 U.S.C. Section 1060 or the one month period (commencing as of the date hereof) pursuant to 17 U.S.C. Section 205 and otherwise as may be required pursuant to the laws of any other necessary jurisdiction in the United States (or any political subdivision thereof) and its territories and possessions. The Security Interest is and shall be prior to any other Lien on any of the Collateral, other than Permitted Liens.

SECTION 3.04. Absence of Other Liens. The Collateral is owned by the Grantors free and clear of any Lien, except for any Permitted Liens. The Grantor has not filed or consented to the filing of (a) any financing statement or analogous document under the UCC or any other applicable laws covering any Collateral, (b) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (c) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for any Permitted Liens.

ARTICLE IV

Covenants

SECTION 4.01. Records. Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Collateral owned by it as is consistent with its current practices, but in any event in accordance with reasonably prudent and standard practices used in industries that are the same as or similar to those in which the Grantor is engaged, and, at such time or times as the Collateral Agent may reasonably request, promptly to prepare and deliver to the Collateral Agent an updated Perfection Certificate, noting all material changes, if any, since the date of the most recent Perfection Certificate.

SECTION 4.02. Protection of Security. Each Grantor shall, at its own cost and expense, take any and all actions necessary to defend title to the Collateral against all Persons and to defend the Security Interest of the Collateral Agent in the Collateral and the priority thereof against any Lien other than Permitted Liens.

SECTION 4.03. Further Assurances. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements (including fixture filings) or other documents in connection herewith or therewith. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument payable to a Grantor, such note or instrument shall be immediately pledged and delivered to the Collateral Agent to be held as Collateral pursuant to this Agreement, duly endorsed in a manner satisfactory to the Collateral Agent.

SECTION 4.04. Inspection and Verification. The Collateral Agent and such Persons as the Collateral Agent may reasonably designate shall have the right to inspect the Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located, at reasonable times and intervals during normal business hours upon reasonable advance notice to the respective Grantor and to verify under reasonable procedures the validity, amount, quality, quantity, value, condition and status of the Collateral, subject to a customary confidentiality agreement between the Grantor and the Collateral Agent.

SECTION 4.05. Taxes; Encumbrances. At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted under the Indenture, and may pay for the maintenance and preservation of the Collateral, in each case to the extent any Grantor fails to do so as required by the Indenture or this Agreement, and each Grantor jointly and severally agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization; provided, however, that nothing in this Section 4.05 shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the other Indenture Documents.

SECTION 4.06. Assignment of Security Interest. If at any time any Grantor shall take a security interest in any property of an Account Debtor or any other Person to secure payment and performance of an Account, such Grantor shall promptly assign such security interest to the Collateral Agent to the extent permitted by any contracts or arrangements to which such property is subject. Such assignment need not be filed of public record unless necessary to continue the perfected status of the security interest against creditors of and transferees from the Account Debtor or other Person granting the security interest.

SECTION 4.07. Continuing Obligations of the Grantors. As between each Grantor, on the one hand, and the Collateral Agent and the Secured Parties, on the other hand, each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in

accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the Secured Parties from and against any and all liability for such performance.

SECTION 4.08. Use and Disposition of Collateral. None of the Grantors shall make or permit to be made an assignment, pledge or hypothecation of the Collateral or shall grant any other Lien in respect of the Collateral, except as permitted by the Indenture. None of the Grantors shall make or permit to be made any transfer of the Collateral and each Grantor shall remain at all times in possession of the Collateral owned by it, except that (a) Inventory may be stored, handled and sold in the ordinary course of business and (b) unless and until the Collateral Agent shall notify the Grantors that an Event of Default shall have occurred and be continuing and that during the continuance thereof the Grantors shall not sell, convey, lease, assign, transfer or otherwise dispose of any Collateral (which notice may be given by telephone if promptly confirmed in writing), the Grantors may use and dispose of the Collateral in any lawful manner not inconsistent with the provisions of this Agreement, the Indenture or any other Indenture Document.

SECTION 4.09. Insurance. Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required under the Indenture or to pay any premium in whole or part relating thereto, the Collateral Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent deems advisable. All sums disbursed by the Collateral Agent in connection with this Section 4.10, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the Collateral Agent and shall be additional Obligations secured hereby.

SECTION 4.10. Legend. If any Accounts Receivable of any Grantor are evidenced by chattel paper, such Grantor shall legend, in form and manner satisfactory to the Collateral Agent, such Accounts Receivable and its books, records and documents evidencing or pertaining thereto with an appropriate reference to the fact that such Accounts Receivable have been assigned to the Collateral Agent for the benefit of the Secured Parties and that the Collateral Agent has a security interest therein.

SECTION 4.11. Covenants Regarding Patent, Trademark and Copyright Collateral.

(a) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in

any other country or any political subdivision thereof, unless it promptly informs the Collateral Agent, and, upon request of the Collateral Agent, executes and delivers any and all agreements, instruments, documents and papers as the Collateral Agent may request to evidence and perfect the Collateral Agent's security interest in such Patent, Trademark or Copyright, and each Grantor hereby appoints the Collateral Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(b) Upon and during the continuance of an Event of Default, each Grantor shall use its commercially reasonable efforts to obtain all requisite consents or approvals from the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all of such Grantor's right, title and interest thereunder to the Collateral Agent or its designee for the benefit of the Secured Parties.

SECTION 4.12. Covenants Regarding Wireless Licenses. Upon and during the continuance of an Event of Default:

(a) Each Grantor shall maintain and keep, or cause to be maintained and kept, in full force and effect, and shall apply in a timely manner for renewal of, all Wireless Licenses material to the conduct of Company's business; and

(b) Each Grantor shall notify the Collateral Agent immediately if it knows or has reason to know of any fact or circumstance that could reasonably be expected to result in the revocation, suspension, termination, non-renewal, or materially adverse modification of any Wireless License that is material to the conduct of the Company's business.

SECTION 4.13. Location of Inventory and Equipment. Upon and during the continuance of an Event of Default, each Grantor shall promptly provide the Collateral Agent a list, and shall update such list promptly upon request by the Collateral Agent, of (a) all the locations where such Grantor maintains any Inventory, Equipment and other Collateral not identified in the Perfection Certificate, including on such list the Inventory, Equipment or other Collateral at each such location, and (b) the names and addresses of all Persons other than such Grantor that have possession of any of the Collateral of such Grantor, including on such list the Collateral in the possession of each such Person.

SECTION 4.14. Control Agreements for Deposit Accounts. Unless such Deposit Account is subject to a Permitted Lien, neither the Company nor any Guarantor will maintain any Deposit Account with funds deposited in such account in excess of $25,000, unless such Deposit Account (a) is maintained at a bank or trust company in the United States, and (b) is subject to a control agreement, in form and substance satisfactory to the Collateral Agent, among the Company or Guarantor, the Collateral Agent and the depository bank at which such Deposit Account is maintained, pursuant to which, (i) the Collateral Agent's Security Interest in and to such Deposit Account shall be perfected, and (ii) the depository bank subordinates its security interest in such Deposit Account to that of the Collateral Agent, as contemplated by Section 9-339 of the UCC.

SECTION 4.15. Covenants Concerning Grantors' Legal Status. Each Grantor covenants with the Collateral Agent as follows: (a) without providing at least 15 days prior written notice to the Collateral Agent, each Grantor will not change its name, its place of business or, if more than one, chief executive office, or its mailing address or organizational identification number if it has one, (b) if any Grantor does not have an organizational identification number and later obtains one, such Grantor will forthwith notify the Collateral Agent of such organizational identification number, and (c) without providing at least 15 days prior written notice to the Collateral Agent, each Grantor will not change its type of organization, jurisdiction of organization or other legal structure.

ARTICLE V

Power of Attorney

Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Collateral Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Collateral Agent and the Secured Parties, upon the occurrence and during the continuance of an Event of Default (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (d) to send verifications of Accounts Receivable to any Account Debtor; (e) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (g) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Collateral Agent; (h) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral; and (i) to prepare and file applications seeking the FCC's consent to transfer control of, or assign, Wireless Licenses, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; provided, however, that nothing herein contained shall be construed as requiring or obligating the Collateral Agent or any Secured Party to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent or any Secured Party, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken or omitted to be taken by the Collateral Agent or any Secured Party with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of any Grantor or to any claim or action against the Collateral Agent or any Secured Party. It is understood and agreed that the appointment of the Collateral Agent as the agent and attorney-in-fact of the Grantors for the purposes set forth above is coupled with an interest and is irrevocable. The provisions of this Section shall in no event relieve any Grantor of any of its obligations hereunder or under any

other Indenture Document with respect to the Collateral or any part thereof or impose any obligation on the Collateral Agent or any Secured Party to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by the Collateral Agent or any Secured Party of any other or further right which it may have on the date of this Agreement or hereafter, whether hereunder, under any other Indenture Document, by law or otherwise.

ARTICLE VI

Remedies

SECTION 6.01. Remedies upon Default. Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver each item of Collateral to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right, subject to the requirements for prior FCC approval specified in Section 7.16, to take any of or all the following actions at the same or different times: (a) with respect to any Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to the Collateral Agent (except to the extent assignment, transfer or conveyance thereof would result in a loss of said Intellectual Property), or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral and, generally, to exercise any and all rights afforded to a secured party under the UCC or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to Persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-611 of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public

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sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any Obligation then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose upon and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

SECTION 6.02. Application of Proceeds. The Collateral Agent shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash, as follows:

FIRST, to the payment of all costs and expenses incurred by Trustee or the Collateral Agent (in its capacity as such hereunder or under any other Indenture Document) in connection with such collection or sale or otherwise in connection with this Agreement or any of the Obligations, including all court costs and the reasonable fees and expenses of its agents and legal counsel, the repayment of all advances made by the Trustee or the Collateral Agent hereunder or under any other Indenture Document on behalf of any Grantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Indenture Document and

any other amounts due to the Trustee or the Collateral Agent under Section 7.07 of the Indenture;

SECOND, to the payment in full of the Obligations owed to the Holders (the amounts so applied to be distributed among the Holders pro rata in accordance with the amounts of the Obligations owed to such Holders on the date of any such distribution); and

THIRD, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. The Collateral Agent may fix a record date and payment date for any payment to Holders pursuant to this Section 6.02. At least 15 days before such record date, the Collateral Agent shall mail to each Holder and the Issuer a notice that states the record date, the payment and amount to be paid. Upon any sale of the Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 6.03. Grant of License to Use Intellectual Property. For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Article at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sub-license any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Collateral Agent may be exercised, at the option of the Collateral Agent, only upon the occurrence and during the continuation of an Event of Default; provided that any license, sub-license or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

ARTICLE VII

Miscellaneous

SECTION 7.01. Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 12.02 of the Indenture. All communications and notices hereunder to any Guarantor shall be given to it at its address or telecopy number set forth on Schedule I, with a copy to the Issuer.

SECTION 7.02. Security Interest Absolute. All rights of the Collateral Agent hereunder, the Security Interest and all obligations of the Grantors hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Indenture, any other Indenture Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Indenture, any other Indenture Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or this Agreement.

SECTION 7.03. Survival of Agreement. All covenants, agreements, representations and warranties made by any Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the Secured Parties and shall survive the issuance of the Notes and any resale of the Notes by any Holder, regardless of any investigation made by such Holder or on its behalf, and shall continue in full force and effect until this Agreement shall terminate.

SECTION 7.04. Binding Effect; Several Agreement. This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein (and any such assignment or transfer shall be void) except as expressly permitted by this Agreement or the other Indenture Documents. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 7.05. Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 7.06. Collateral Agent's Fees and Expenses; Indemnification.

(a) Each Grantor jointly and severally agrees to pay upon demand to the Collateral Agent the amount of any and all reasonable expenses, including the reasonable fees, disbursements and other charges of its counsel and of any experts or agents, which the Collateral Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody or preservation of, or the sale of, collection from or other realization upon any of the Collateral, (iii)

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the exercise, enforcement or protection of any of the rights of the Collateral Agent hereunder or (iv) the failure of any Grantor to perform or observe any of the provisions hereof applicable to it.

(b) Without limitation of its indemnification obligations under the other Indenture Documents, each Grantor jointly and severally agrees to indemnify the Collateral Agent, the Trustee, the Holders and each Affiliate of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each of them harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable fees, disbursements and other charges of counsel (provided, that the Grantors shall not be obligated to pay for more than one primary counsel and one local counsel for the Indemnitees collectively unless there is, under applicable standards of professional conduct, a conflict on any significant issue between the positions of any two or more Indemnitees), incurred by or asserted against any of them arising out of, in any way connected with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating hereto or to the Collateral, whether or not any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(c) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 7.06 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Indenture Document, the consummation of the transactions contemplated hereby, the repayment of any of the Notes, the invalidity or unenforceability of any term or provision of this Agreement or any other Indenture Document, or any investigation made by or on behalf of the Collateral Agent or any Holder. All amounts due under this Section 7.06 shall be payable on written demand therefor.

SECTION 7.07. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 7.08. Waivers; Amendment. (a) No failure or delay of the Collateral Agent in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent hereunder and of the Collateral Agent, the Trustee and the Holders under the other Indenture Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or any other Indenture Document or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Grantor in any case shall entitle such Grantor or any other Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except in accordance with the Indenture pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply.

SECTION 7.09. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER INDENTURE DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER INDENTURE DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.09.

SECTION 7.10. Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7.11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract (subject to Section 7.04), and shall become effective as provided in Section 7.04. Delivery of an executed signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 7.12. Headings. Article and Section headings used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 7.13. Jurisdiction; Consent to Service of Process. (a) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Indenture Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other

manner provided by law. Nothing in this Agreement shall affect any right that the Collateral Agent, the Trustee or any Holder may otherwise have to bring any action or proceeding relating to this Agreement or the other Indenture Documents against any Grantor or its properties in the courts of any jurisdiction.

(b) Each Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Indenture Documents in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 7.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 7.14. Termination. (a) This Agreement and the Security Interest shall terminate at the time provided in Section 10.08 of the Indenture at which time the Collateral Agent shall execute and deliver to the Grantors, at the Grantors' expense, all Uniform Commercial Code termination statements and similar documents, including, without limitation, authorization for the Grantors to file Uniform Commercial Code termination statements, which the Grantors shall reasonably request to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 7.14 shall be without recourse to or warranty by the Collateral Agent. A Grantor shall automatically be released from its obligations hereunder and the Security Interest in the Collateral of such Grantor and in the equity interests issued by such Grantor shall be automatically released, in the event that such Grantor ceases to be a Guarantor or is designated an Unrestricted Subsidiary in accordance with the provisions of the Indenture, without further action. At such time, the Collateral Agent shall execute and deliver to any Grantor, at such Grantor's expense, all documents that such Grantor shall reasonably request to evidence such release.

(b) Without limiting the foregoing, if any of the Collateral shall become subject to the release provisions set forth in Section 10.03 of the Indenture, such Collateral shall be automatically released from the Security Interest to the extent provided in Section 10.03 of the Indenture. The Collateral Agent shall execute and deliver to the Grantors, at the Grantors' expense, all Uniform Commercial Code termination statements and similar documents which the Grantor shall reasonably request to evidence the termination of the Security Interest in such Collateral.

SECTION 7.15. Additional Grantors. If, pursuant to Sections 4.11 and 11.07 of the Indenture, the Parent is required to cause any Subsidiary of the Parent that is not a Grantor to enter in to this Agreement as a Grantor, upon execution and delivery by the Collateral Agent and such Subsidiary of an instrument in the form of Annex 2 hereto, such Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any such instrument shall not require the consent of any Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

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SECTION 7.16. Compliance with FCC Laws. Notwithstanding anything in this Agreement to the contrary, no action shall be taken by the Collateral Agent or the Secured Parties with respect to the foreclosure on, sale, transfer or disposition of, or control of, the Collateral, that would constitute or result in any assignment or transfer of control, whether de jure or de facto, of any Wireless License, if such assignment or transfer of control would require under then existing law (including FCC Laws) the prior approval of the FCC, without first obtaining such approval of the FCC.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CRICKET COMMUNICATIONS, INC.,

By _____
Name: Stewart D. Hutcheson
Title: Executive Vice President & Chief Financial Officer

LEAP WIRELESS INTERNATIONAL, INC.,

By _____
Name: Stewart D. Hutcheson
Title: Executive Vice President & Chief Financial Officer

EACH OF THE OTHER GUARANTORS LISTED ON SCHEDULE I HERETO,

By _____
Name: Stewart D. Hutcheson
Title: as Executive Vice President & Chief Financial Officer, for each of the subsidiaries listed on Schedule I hereto

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent,

By _____
Name: Jane Y. Schweiger
Title: Vice President

[SIGNATURE PAGE TO SECURITY AGREEMENT]

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REEL: 003039 FRAME: 0072

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CRICKET COMMUNICATIONS, INC.,

By _____
Name: Stewart D. Hutcheson
Title: Executive Vice President & Chief Financial Officer

LEAP WIRELESS INTERNATIONAL, INC.,

By _____
Name: Stewart D. Hutcheson
Title: Executive Vice President & Chief Financial Officer

EACH OF THE OTHER GUARANTORS LISTED ON SCHEDULE I HERETO,

By _____
Name: Stewart D. Hutcheson
Title: as Executive Vice President & Chief Financial Officer, for each of the subsidiaries listed on Schedule I hereto

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent,

By _____
Name: Jane Y. Schweiger
Title: Vice President

[SIGNATURE PAGE TO SECURITY AGREEMENT]

THIS INSTRUMENT GRANTS A SECURITY INTEREST BY A UTILITY.
The collateral covered by this instrument includes fixtures.

Schedule I to the
Security Agreement

GUARANTORS

	Guarantors	Address
1.	Leap Wireless International, Inc., a Delaware corporation	10307 Pacific Center Court San Diego, CA 92121
2.	Telephone Entertainment Network, Inc., a Delaware corporation	c/o Leap Wireless International, Inc. 10307 Pacific Center Court San Diego, CA 92121
3.	Backwire.com, Inc., a Delaware corporation	c/o Leap Wireless International, Inc. 10307 Pacific Center Court San Diego, CA 92121
4.	Leap PCS Mexico, Inc., a California corporation	c/o Leap Wireless International, Inc. 10307 Pacific Center Court San Diego, CA 92121
5.	Cricket Communications, Inc., a Delaware corporation	10307 Pacific Center Court San Diego, CA 92121
6.	Chasetel Real Estate Holding Company, Inc., a Tennessee corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
7.	Cricket Alabama Property Company, a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
8.	Cricket Arizona Property Company, a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
9.	Cricket Arkansas Property Company, a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
10.	Cricket California Property Company, a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
11.	Cricket Colorado Property Company, a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
12.	Cricket Florida Property Company, a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
13.	Cricket Georgia Property Company, Inc., a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121

	Guarantors	Address
14.	Cricket Idaho Property Company, a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
15.	Cricket Illinois Property Company, a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
16.	Cricket Indiana Property Company, a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
17.	Cricket Kansas Property Company, a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
18.	Cricket Kentucky Property Company, a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
19.	Cricket Michigan Property Company, a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
20.	Cricket Minnesota Property Company, a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
21.	Cricket Mississippi Property Company, a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
22.	Cricket Nebraska Property Company, a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
23.	Cricket Nevada Property Company, a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
24.	Cricket New Mexico Property Company, a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
25.	Cricket New York Property Company, Inc., a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
26.	Cricket North Carolina Property Company, a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
27.	Cricket Ohio Property Company, a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121

	Guarantors	Address
28.	Cricket Oklahoma Property Company, a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
29.	Cricket Oregon Property Company, a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
30.	Cricket Pennsylvania Property Company, a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
31.	Cricket Texas Property Company, a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
32.	Cricket Utah Property Company, a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
33.	Cricket Washington Property Company, a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
34.	Cricket Wisconsin Property Company, a Delaware corporation)	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
35.	ChaseTel Licensee Corp., a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
36.	Cricket Holdings Dayton, Inc., a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
37.	Cricket Licensee (Albany), Inc., a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
38.	Cricket Licensee (Columbus), Inc., a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
39.	Cricket Licensee (Denver), Inc., a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
40.	Cricket Licensee (Lakeland), Inc., a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
41.	Cricket Licensee (Macon), Inc., a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121

	Guarantors	Address
42.	Cricket Licensee (North Carolina), Inc., a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
43.	Cricket Licensee (Pittsburgh) Inc., a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
44.	Cricket Licensee (Reauction), Inc., a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
45.	Cricket Licensee I, Inc., a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
46.	Cricket Licensee II, Inc., a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
47.	Cricket Licensee III, Inc., a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
48.	Cricket Licensee IV, Inc., a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
49.	Cricket Licensee V, Inc., a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
50.	Cricket Licensee VI, Inc., a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
51.	Cricket Licensee VII, Inc., a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
52.	Cricket Licensee VIII, Inc., a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
53.	Cricket Licensee IX, Inc., a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
54.	Cricket Licensee X, Inc., a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
55.	Cricket Licensee XII, Inc., a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121

	Guarantors	Address
56.	Cricket Licensee XIII, Inc., a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
57.	Cricket Licensee XIV, Inc., a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
58.	Cricket Licensee XV, Inc., a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
59.	Cricket Licensee XVI, Inc., a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
60.	Cricket Licensee XVII, Inc., a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
61.	Cricket Licensee XVIII, Inc., a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
62.	Cricket Licensee XIX, Inc., a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
63.	Cricket Licensee XX, Inc., a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121
64.	MCG PCS Licensee Corporation, Inc., a Delaware corporation	c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121

THIS INSTRUMENT GRANTS A SECURITY INTEREST BY A UTILITY.
The collateral covered by this instrument includes fixtures.

Schedule II to the
Security Agreement

COPYRIGHTS

None.

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Schedule III to the
Security Agreement

LICENSES

Licensor	Description
HearMe, Inc.	Patent Numbers: 5,822,523, 6,018,766, 6,226,686
Neopoint, Inc.	Patent Number Pending
Lucent	Switch and cell site software, RF design tools and CALEA software for surveillance
Nortel	Switch and cell site software, RF design tools
Ericsson	Switch and cell site software, RF design tools and CALEA software for surveillance
TELL LABS - TITAN 5500 AND 532	DACs/MUX sottware
Glenarye	Voicemail software
Voiceque	Prepay system software
Verint	CALEA software for surveillene
Cisco Systems	IOS-operating system for data switches and routers
Sun Microsystems	Solaris-computer operating System
Hewlett-Packard	Open view- SNMP based network management software and HP-UX-computer operating system
Oracle	Oracle RDBMS-Database software used by LNP
Packeteer	Networking Equipment Hardware & Software Support
Cyclades	Networking Equipment Hardware & Software Support
Openet-telecom	Fusionworks-Billing record collection/mediation software
Granite	Xpercom/Xng-Circuit inventory management
Integration Management	IN-Bill-Wholesale LEC billing
Lattis Pro	Circuit pricing tool
MapInfo	Mapping software:Professional Pro sofware, Street Pro, PSAP Pro, Mapmaker, Exchanges Infor, MapExterme, ZIPcode Info, Targetpro, PCS Info, Roofview tower calc (for EME on towers)
Watchmark	Prospect & Centrol-fault management and system reporting software
Tekelec	STP- software for SS7 networks and NPDB/LSMS/Query server (Wireless Number Portability functionality)
INET	GEOprobe-SS7 monitoring software and Itseven- SS7 network reporting software
Schlumberger (Airwide Solutions)	Short messaging service system software

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River Rock Software	HLR-View user interface software
Remedy Systems	ARS-trouble ticketing system software
BEA	Query- Database query toll used by Granite
Veritas	Net Back up-computer system backup software
Checkpoint Systems	Firewall 1-Internet firewall software
Packeteer	IP traffic shaping router
Actix	RF engineering drive test analysis software
Marconi/MSI/Northwood	RF engineering analysis software too: dBplanner and Planet EV
Agilent	Drive test software
Airspace	Airspace studies
Claritas	Demographic analysis and targeting system software
Microsoft Corporation	Master Select Agreement
Oracle Corporation	Oracle License and Service Agreement

Please note: The Company is party to other agreements entered into in the ordinary course of business that contain license provisions, not listed above.

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Schedule IV to the
Security Agreement

PATENTS

Grantor / Registered Owner or Applicant	Patent Number	Serial Number
Leap Wireless International, Inc.	Pending	09/374,557
Cricket Communications, Inc.	Pending	09/772,066
Cricket Communications, Inc.	Pending Pending	09/772,065 10/045,635
Cricket Communications, Inc.	Pending Pending Pending	09/772,067 TBA 10/045,635
Leap Wireless International, Inc.	Pending	10/100,603
Leap Wireless International, Inc.	5,828,843	08/822,289
Leap Wireless International, Inc.	5,894,556	08/822,785
Leap Wireless International, Inc.	6,128,660	08/821,279
Leap Wireless International, Inc.	6,345,397	09/578,683
Leap Wireless International, Inc.	Pending	09/997,194
Leap Wireless International, Inc.	6,038,599	08/915,545
Leap Wireless International, Inc.	6,304,902	09/524,516
Leap Wireless International, Inc.	6,023,729	08/876,953
Leap Wireless International, Inc.	Pending Pending Pending	09/885,964 09/989,909 09/989,985
Leap Wireless International, Inc.	Pending	09/885,977
Leap Wireless International, Inc.	Pending	09/833,656
Leap Wireless International, Inc.	Pending	09/768,305
Leap Wireless International, Inc.	Pending	09/384,686
Leap Wireless International, Inc.	Pending	09/753,411
Leap Wireless International, Inc.	6,405,034 Pending	09/494,188 09/995,250
Leap Wireless International, Inc.	6,609,005	09/537,952
Leap Wireless International, Inc.	Pending	09/881,671
Leap Wireless International, Inc.	Pending	09/893,629
Leap Wireless International, Inc.	Pending	09/865,551
Leap Wireless International, Inc.	Pending	09/566,619
Leap Wireless International, Inc.	6,456,854	09/566,596
Leap Wireless International, Inc.	6,381,465	09/399,376
Leap Wireless International, Inc.	6,647,257	09/213,387
Leap Wireless International, Inc.	Pending	09/574,254
Leap Wireless International, Inc.	Pending	10/624,085
Leap Wireless International, Inc.	Pending	10/350,162
Leap Wireless International, Inc.	6,018,766	08/896,797

Grantor / Registered Owner or Applicant	Patent Number	Serial Number
Leap Wireless International, Inc.	6,226,686	08/407,371
Leap Wireless International, Inc.	5,822,523	08/595,323

Material Patent Licenses

Registered Owner	Grantor/Licensee	Patent Number	Serial Number
HearMe, a Delaware corporation	Leap Wireless International, Inc.	5,822,523 6,018,766 6,226,686	08/595,323 08/896,797 08/407,371
Neopoint, Inc., a California corporation	Leap Wireless International, Inc.	Pending	09/526,105

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Schedule V to the
Security Agreement

TRADEMARKS

Grantor/Registered Owner	Registration Number	Application Number
Cricket Communications, Inc.	2,359,369 2,359,370 2,363,821	N/A N/A N/A
Cricket Communications, Inc.	2,359,368 2,363,820 2,554,505	N/A N/A N/A
Cricket Communications, Inc.	2,423,003	N/A
Cricket Communications, Inc.	2,532,708 2,493,901	N/A N/A
Cricket Communications, Inc.	Pending	76/168,257
Cricket Communications, Inc.	Pending	76/169,838
Cricket Communications, Inc.	Pending	76/366,393
Cricket Communications, Inc.	Pending	76/149,674
Cricket Communications, Inc.	Pending	76/040,512
Cricket Communications, Inc.	Pending	76/530,354
Leap Wireless International, Inc.	2,552,557	N/A
Leap Wireless International, Inc.	2,440,470	N/A
Leap Wireless International, Inc.	2,616,479	N/A
Leap Wireless International, Inc.	The Backwire trademark to which the application serial numbers refer was registered as an "intent to use" basis so there are no registration numbers, only application serial numbers. The "approval" date, known as the date of the Notice of Allowance ("NOA"), follows each of the application serial numbers.	76/184,201: approved for publication 01/30/2004 but NOA not yet issued. 76/184,202: NOA 02/19/2002. 75/923,844: NOA 09/10/2002.
Leap Wireless International, Inc.	Pending Pending Pending	76/208,885 76/149,639 76/149,590
Leap Wireless International, Inc.	Pending	76/210,783
Leap Wireless International, Inc.	Pending	76/261,080

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