

01-28-2005

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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

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

## 1. Name of conveying party(ies):

Cleveland Unlimited, Inc.

201 North Union Street, Suite 300

Alexandria, VA 22314

☐ Individual(s)☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State☐ Other \_\_\_\_\_Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

## 3. Nature of conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other Acknowledgement of IP Collateral

Execution Date: 1/25/05

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

Name: CapitalSource Finance LLC

Internal

Address: \_\_\_\_\_

Street Address: 4445 Willard Avenue 12th Floor

City: Chevy Chase State: MD Zip: 20815

☐ Individual(s) citizenship \_\_\_\_\_☐ Association \_\_\_\_\_☐ General Partnership \_\_\_\_\_☐ Limited Partnership \_\_\_\_\_☐ Corporation-State \_\_\_\_\_☒ Other LLC (Delaware)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)

Additional name(s) & address(es) attached? ☐ Yes ☐ No

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 78-505290;

78-505286; and 78-505283

B. Trademark Registration No.(s) \_\_\_\_\_

Additional number(s) attached ☐ Yes ☒ No

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

Name: Christina A. Czyz - Giza

Internal Address: Bell, Boyd &amp; Lloyd

Street Address: 70 West Madison Street

Suite 3300

City: Chicago State: IL Zip: 60602-4207

## 6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

☐ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

## 9. Signature.

Christina A. Czyz - Giza

Name of Person Signing

Signature

1/26/05

Date

10

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

01/31/2005 DBYRNE

00000034 78505290

01 FC:8521  
02 FC:852240.00 DP  
50.00 DPTRADEMARK  
REEL: 003111 FRAME: 0603

**Additional Names of conveying parties to the Trademark Recordation Cover Sheet**

- (1) Cleveland PCS Realty, LLC, a Delaware limited liability company  
201 North Union Street  
Suite 300  
Alexandria, VA 22314
  
- (2) Cleveland Unlimited, LLC, a Delaware limited liability company  
201 North Union Street  
Suite 300  
Alexandria, VA 22314

**ACKNOWLEDGEMENT OF  
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This **ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN** (this "**Acknowledgement**"), dated as of January 25, 2005, is made by **CLEVELAND UNLIMITED, INC.**, a Delaware corporation ("**Borrower**"), **CLEVELAND PCS REALTY, LLC**, a Delaware limited liability company ("**Realty**"), and **CLEVELAND UNLIMITED, LLC**, a Delaware limited liability company ("**License Sub**") (Borrower, Realty and License Sub are sometimes hereinafter referred to individually as "**Grantor**" and collectively as "**Grantors**") in favor of **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company, as administrative, payment and collateral agent for the Lenders from time to time party to the Credit Agreement described below (in such capacities, "**Secured Party**").

**RECITALS:**

**A.** Grantors, **CLEVELAND UNLIMITED, LLC**, a Delaware limited liability company ("**Holdings**"), Secured Party and the other Lenders party thereto have entered into a certain Credit Agreement of even date herewith (such Credit Agreement, as the same now exists or hereafter may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time, hereinafter is referred to as the "**Credit Agreement**"), pursuant and subject to the terms and conditions of which the Lenders thereunder have agreed to make loans and other financial accommodations to Grantors.

**B.** Pursuant to the Credit Agreement, Grantors granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure their respective Obligations under the Credit Agreement.

**C.** One of the conditions precedent to the willingness of Secured Party and Lenders to execute and deliver the Loan Documents is that Grantors shall have executed and delivered this Acknowledgement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as an inducement to Secured Party and Lenders to enter into the Loan Documents, the parties hereto, intending to be legally bound, do hereby agree as follows:

**1. Defined Terms.** Capitalized terms used herein but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement, or, to the extent the same are not defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such acknowledgment as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

**2. Grant of Security Interest in Intellectual Property Collateral.** Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantors, hereby reaffirm its grant to Secured Party, for itself and the benefit of the Lenders, of a security interest in the Collateral, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, for

further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, for itself and the benefit of the Lenders, and grants to Secured Party, for itself and the benefit of the Lenders, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral (herein referred to as "**Intellectual Property Collateral**"):

(a) all of its Trademarks to which it is a party, including those referred to on Schedule I hereto, together with:

- (i) all renewals, reissues, continuations or extensions of the foregoing;
- (ii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iii) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark;

(b) all of its Copyrights to which it is a party, including those referred to on Schedule II hereto, together with:

- (i) all renewals, reissues, continuations or extensions of the foregoing; and
- (ii) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any such Copyright; and

(c) all of its Patents, including those referred to on Schedule III hereto, together with:

- (i) all renewals, reissues, continuations or extensions of the foregoing; and
- (ii) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any such Patent.

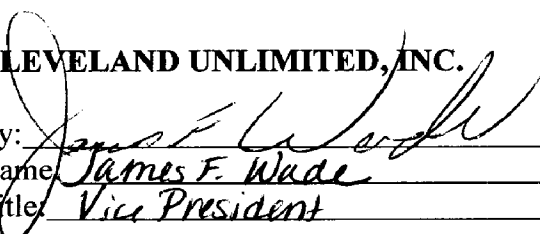
3. **Acknowledgement.** The security interests reaffirmed and granted herein are in conjunction with the security interests granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Credit Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Credit Agreement, the terms and conditions of the Credit Agreement shall govern.

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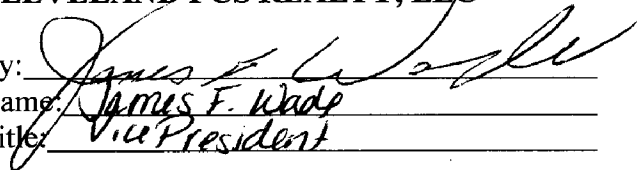
**IN WITNESS WHEREOF**, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

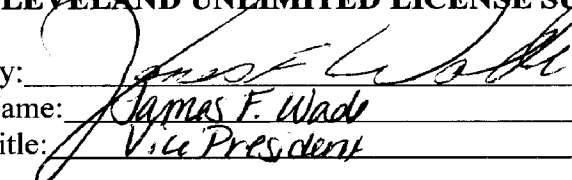
**CLEVELAND UNLIMITED, INC.**

By:   
Name: James F. Wade  
Title: Vice President

**CLEVELAND PCS REALTY, LLC**

By:   
Name: James F. Wade  
Title: Vice President

**CLEVELAND UNLIMITED LICENSE SUB, LLC**

By:   
Name: James F. Wade  
Title: Vice President

Accepted and Agreed:

**CAPITALSOURCE FINANCE LLC**, as Secured Party

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

CLEVELAND UNLIMITED, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CLEVELAND PCS REALTY, LLC

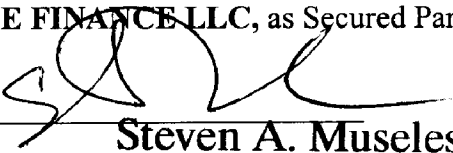
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CLEVELAND UNLIMITED LICENSE SUB, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By:  \_\_\_\_\_  
Its: Steven A. Museles  
Title: Senior Vice President

ACKNOWLEDGEMENT OF GRANTOR

**CLEVELAND UNLIMITED, INC.**

STATE OF Massachusetts )  
COUNTY OF Suffolk ) ss:

On this \_\_\_\_ day of January, 2005 before me personally appeared Tracy F. Woods proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Cleveland Unlimited, Inc., a Delaware corporation, who being by me duly sworn did depose and say that he is an authorized officer of such corporation, that such instrument was signed on behalf of such corporation as authorized by its board of directors or similar governing body and that he acknowledged such instrument to be the free act and deed of each such corporation.

Mariet T. Dixon  
Notary Public  
My Commission Expires: 9/6/07

MARIET T. DIXON  
NOTARY PUBLIC  
My Commission Expires Sept. 6, 2007

**SCHEDULE I**  
**to**  
**ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN**  
**TRADEMARK REGISTRATIONS**

A. REGISTERED TRADEMARKS

None.

B. TRADEMARK APPLICATIONS

<b>FEDERAL REGISTRATION- CLEVELAND UNLIMITED, INC.</b>				
<b>MARK</b>	<b>COUNTRY/ STATE</b>	<b>APPLN NO/ DATE</b>	<b>Application Date</b>	<b>STATUS</b>
<b>REVOL PCS</b>	United States	78-505290	October 25, 2004	
<b>REVOL WIRELESS</b>	United States	78-505286	October 25, 2004	
<b>REVOL</b>	United States	78-505283	October 25, 2004	



**SCHEDULE II**  
**to**  
**ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN**  
**COPYRIGHT REGISTRATIONS**

A. REGISTERED COPYRIGHTS

None.

B. COPYRIGHT APPLICATIONS

None.

**SCHEDULE III**  
**to**  
**ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN**  
**PATENT REGISTRATIONS**

A. REGISTERED PATENTS

None.

B. PATENT APPLICATIONS

None.