

3/21/5

03-23-2005

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)



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

Tab settings

102964524

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

1. Name of conveying party(ies):

NTelos Inc.

- ☐ 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 First Lien Security Agreement

Execution Date: February 24, 2005

2. Name and Address of receiving party(ies)

Name: Morgan Stanley & Co. Incorporated

Internal

Address: _____

Street Address: 1585 BroadwayCity: New York State: New York Zip: 10036

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State: _____
☒ Other Delaware

If 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)

78/381,380

78/381,384

B. Trademark Registration No.(s)

See Attached

Additional number(s) attached ☒ Yes ☐ No

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

Name: Intellectual Property DocketingInternal Address: SHEARMAN & STERLING LLPStreet Address: 599 Lexington AvenueCity: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41)..... \$ 365.00

- ☒ Enclosed
☒ Authorized to be charged to deposit account

8. If check is missing or otherwise insufficient, charge deposit account number:

50-0324

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Keum A. Yoon

Name of Person Signing

Signature

March 18, 2005

Date

Total number of pages including cover sheet, attachments, and document: 15

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

03/22/2005 ECOOPER 00000063 78381380

01 FC:0521
 02 FC:0522

40.00 OP
 325.00 OP

Continuation of Trademark Recordation Form Cover Sheet

Continuation of Box 1:

<p>2. Name of conveying party(ies):</p> <p>Botetourt Leasing, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State</p> <p>3. Name of conveying party(ies):</p> <p>NA Communications, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State</p> <p>4. Name of conveying party(ies):</p> <p>NTelos Cable Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State</p> <p>5. Name of conveying party(ies):</p> <p>NTelos Cable of Virginia Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State</p> <p>6. Name of conveying party(ies):</p> <p>NTelos Communications Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State</p> <p>7. Name of conveying party(ies):</p> <p>NTelos Communications Services Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State</p> <p>8. Name of conveying party(ies):</p> <p>NTelos Cornerstone Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State</p>	<p>15. Name of conveying party(ies):</p> <p>NTelos PCS North Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State</p> <p>16. Name of conveying party(ies):</p> <p>R&B Cable, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State</p> <p>17. Name of conveying party(ies):</p> <p>R&B Communications, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State</p> <p>18. Name of conveying party(ies):</p> <p>R&B Network, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State</p> <p>19. Name of conveying party(ies):</p> <p>Richmond 20MHZ, LLC</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input type="checkbox"/> Corporation-State</p> <p><input checked="" type="checkbox"/> Other <u>Limited Liability Company</u></p> <p>20. Name of conveying party(ies):</p> <p>Roanoke & Botetourt Network LLC</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State</p> <p><input type="checkbox"/> Other <u>Limited Liability Company</u></p>
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<p>9. Name of conveying party(ies):</p> <p>NTelos Licenses Inc.</p> <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> Individual(s)</div> <div><input type="checkbox"/> Association</div> </div> <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> General Partnership</div> <div><input type="checkbox"/> Limited Partnership</div> </div> <div><input checked="" type="checkbox"/> Corporation-State</div> <p>10. Name of conveying party(ies):</p> <p>NTelos Netaccess Inc.</p> <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> Individual(s)</div> <div><input type="checkbox"/> Association</div> </div> <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> General Partnership</div> <div><input type="checkbox"/> Limited Partnership</div> </div> <div><input checked="" type="checkbox"/> Corporation-State</div> <p>11. Name of conveying party(ies):</p> <p>NTelos Net LLC</p> <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> Individual(s)</div> <div><input type="checkbox"/> Association</div> </div> <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> General Partnership</div> <div><input type="checkbox"/> Limited Partnership</div> </div> <div><input type="checkbox"/> Corporation-State</div> <div><input checked="" type="checkbox"/> Other <u>Limited Liability Company</u></div> <p>12. Name of conveying party(ies):</p> <p>NTelos Network Inc.</p> <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> Individual(s)</div> <div><input type="checkbox"/> Association</div> </div> <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> General Partnership</div> <div><input type="checkbox"/> Limited Partnership</div> </div> <div><input checked="" type="checkbox"/> Corporation-State</div> <p>13. Name of conveying party(ies):</p> <p>NTelos of West Virginia Inc.</p> <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> Individual(s)</div> <div><input type="checkbox"/> Association</div> </div> <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> General Partnership</div> <div><input type="checkbox"/> Limited Partnership</div> </div> <div><input checked="" type="checkbox"/> Corporation-State</div> <p>14. Name of conveying party(ies):</p> <p>NTelos PCS Inc.</p> <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> Individual(s)</div> <div><input type="checkbox"/> Association</div> </div> <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> General Partnership</div> <div><input type="checkbox"/> Limited Partnership</div> </div> <div><input checked="" type="checkbox"/> Corporation-State</div>	<p>21. Name of conveying party(ies):</p> <p>The Beeper Company</p> <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> Individual(s)</div> <div><input type="checkbox"/> Association</div> </div> <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> General Partnership</div> <div><input type="checkbox"/> Limited Partnership</div> </div> <div><input checked="" type="checkbox"/> Corporation-State</div> <p>22. Name of conveying party(ies):</p> <p>Virginia PCS Alliance, L.C.</p> <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> Individual(s)</div> <div><input type="checkbox"/> Association</div> </div> <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> General Partnership</div> <div><input type="checkbox"/> Limited Partnership</div> </div> <div><input type="checkbox"/> Corporation-State</div> <div><input checked="" type="checkbox"/> Other <u>Liability Company</u></div> <p>23. Name of conveying party(ies):</p> <p>Virginia RSA 6 LLC</p> <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> Individual(s)</div> <div><input type="checkbox"/> Association</div> </div> <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> General Partnership</div> <div><input type="checkbox"/> Limited Partnership</div> </div> <div><input type="checkbox"/> Corporation-State</div> <div><input checked="" type="checkbox"/> Other <u>Limited Liability Company</u></div> <p>24. Name of conveying party(ies):</p> <p>Virginia Telecommunications Partnership</p> <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> Individual(s)</div> <div><input type="checkbox"/> Association</div> </div> <div style="display: flex; justify-content: space-between;"> <div><input checked="" type="checkbox"/> General Partnership</div> <div><input type="checkbox"/> Limited Partnership</div> </div> <div><input type="checkbox"/> Corporation-State</div> <p>25. Name of conveying party(ies):</p> <p>West Virginia PCS Alliance, L.C.</p> <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> Individual(s)</div> <div><input type="checkbox"/> Association</div> </div> <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> General Partnership</div> <div><input type="checkbox"/> Limited Partnership</div> </div> <div><input type="checkbox"/> Corporation-State</div> <div><input checked="" type="checkbox"/> Other <u>Liability Company</u></div>
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Registration Numbers

2,251,275	2,113,922	2,118,566	2,181,268	2,309,398	2,309,400
2,611,895	2,506,541	2,589,565	2,586,328	2,629,019	2,589,563

NO ADDITIONAL PAGES

FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated February 24, 2005, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of MORGAN STANLEY & CO. INCORPORATED, as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, NTELOS INC., a Virginia corporation, has entered into a Credit Agreement dated as of February 24, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Morgan Stanley Senior Funding, Inc., as Administrative Agent, Morgan Stanley & Co. Incorporated, as Collateral Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated February 24, 2005 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*");

- (i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "**Copyrights**");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.


SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

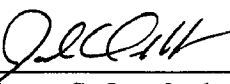
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

NTELOS INC.

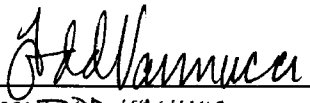
By 
Name: James S. Quarforth
Title: Chief Executive Officer and President

Address for Notices:
401 Spring Lane, Suite 300
Post Office Box 1990
Waynesboro, VA 22980
Attention: Chief Financial Officer

BOTETOURL LEASING, INC.
NA COMMUNICATIONS, INC.
NTELOS CABLE INC.
NTELOS CABLE OF VIRGINIA INC.
NTELOS COMMUNICATIONS INC.
NTELOS COMMUNICATIONS SERVICES
INC.
NTELOS CORNERSTONE INC.
NTELOS LICENSES INC.
NTELOS NETACCESS INC.
NTELOS NET LLC
NTELOS NETWORK INC.
NTELOS OF WEST VIRGINIA INC.
NTELOS PCS INC.
NTELOS PCS NORTH INC.
R&B CABLE, INC.
R&B COMMUNICATIONS, INC.
R&B NETWORK, INC.
RICHMOND 20MHZ, LLC
ROANOKE & BOTETOURL NETWORK LLC
THE BEEPER COMPANY
VIRGINIA PCS ALLIANCE, L.C.
VIRGINIA RSA 6 LLC
VIRGINIA TELECOMMUNICATIONS
PARTNERSHIP
WEST VIRGINIA PCS ALLIANCE, L.C.,
as Guarantors

By 
Name: James S. Quarforth
Title: Chairman and Chief Executive Officer

MORGAN STANLEY & CO.
INCORPORATED, as Collateral Agent

By 
Name: TODD VANNUCCI
Title: EXECUTIVE DIRECTOR

SCHEDULE A

PATENTS

· NONE


TRADEMARK


REEL: 003140 FRAME: 0310

SCHEDULE B

DOMAIN NAMES AND TRADEMARKS

Word Mark	Goods and Services	Serial/Registration Number	Filing/Registration Date	Owner	Type of Mark	Register	Due Dates
LIKE A HOME PHONE AWAY FROM HOME.	Personal Digital Wireless Telecommunications Services Featuring Voice Mail, Long Distance, and Text Messaging Services, Int. Class 38. FIRST USE: 19970922. FIRST USE IN COMMERCE: 19970922	75/449,256 2251275	03/12/98 06/08/99	NTELOS Inc.	Service Mark	Principal	Combined Declaration (8/15) Due 06/08/2005 Renewal Due 06/08/2009
INSTANT ISDN	Computer Software for Providing Integrated Services Digital Network Connections and Manuals Sold Therewith, Int. Class 9. FIRST USE: 19910400. FIRST USE IN COMMERCE: 19910400	75/178,615 2113922	10/08/96 11/18/97	Brooktrout Technology, Inc.	Trademark	Principal	Renewal Due 11/18/2007
NETACCESS	Computer Wide Area Analog and Digital Communication Subsystems, Comprised of Multiport Computer Modem Cards and Digital Interfaces, Computer Software for Computer Network Telecommunications, and Instructional Manuals Sold as a Unit Therewith, All for Enabling Remote Access to Computer Networks Via Telephone, Int. Class 9. FIRST USE: 19950331. FIRST USE IN COMMERCE: 19950331	75/145,629 2118566	08/06/96 12/02/97	Brooktrout Technology, Inc.	Trademark	Supplemental	Renewal Due 12/02/2007
INSTANT RAS	Computer Hardware and Software for Wide Area Network Subsystems for Remote Access, Int. Class 9. FIRST USE: 19960908. FIRST USE IN COMMERCE: 19960908	75/178,588 2181268	10/08/96 08/11/98	NetAccess Inc.	Trademark	Principal	Combined Declaration (8/15) Due 08/11/2004 (Nothing Filed According to PTO) (Grace-Period Expires 02/11/2005) Renewal Due 08/11/2008

Word Mark	Goods and Services	Serial/Registration Number	Filing/Registration Date	Owner	Type of Mark	Register	Due Dates
A DIFFERENT STAR IN CYBERSPACE	Providing Multiple User Access to a Global Computer Information Network, Int. Class 38. FIRST USE: 19970601. FIRST USE IN COMMERCE: 19970601	75/654,675 2309398	03/06/99 01/18/00	NetAccess Inc.	Service Mark	Principal	Combined Declaration (8/15) Due 01/18/2006 Renewal Due 01/18/2010
BUILDING YOUR BRANCH OFFICE IN CYBERSPACE	Providing Multiple User Access to a Global Computer Information Network, Int. Class 38. FIRST USE: 19970601. FIRST USE IN COMMERCE: 19970601	75/654,697 2309400	03/05/99 01/18/00	NetAccess Inc.	Service Mark	Principal	Combined Declaration (8/15) Due 01/18/2006 Renewal Due 01/18/2010
NNETWORK	Personal Digital Wireless Telecommunications Services Featuring Voice Mail, Long Distance, and Text Messaging Services, Int. Class 38. FIRST USE: 20001110. FIRST USE IN COMMERCE: 20001110	76/174,405 2611895	12/01/00 08/27/02	NTELOS Inc.	Service Mark	Principal	Combined Declaration (8/15) Due 08/27/2008 Renewal Due 08/27/2012
NREGION	Personal Digital Wireless Telecommunications Services Featuring Voice Mail, Long Distance, and Text Messaging Services, Int. Class 38. FIRST USE: 20001110. FIRST USE IN COMMERCE: 20001110	76/174,400 2506541	12/01/00 11/13/01	NTELOS Inc.	Service Mark	Principal	Combined Declaration (8/15) Due 11/13/2007 Renewal Due 11/13/2011
NTELOS	Retail Outlets Featuring Digital Wireless Telecommunications Equipment; Distributorship Services in the Field of Digital Wireless Telecommunications Equipment; Telephone Directory Information, Int. Class 35. FIRST USE: 20000800. FIRST USE IN COMMERCE: 20000800	76/092,032 2589565	07/19/00 07/02/02	NTELOS Inc.	Service Mark	Principal	Combined Declaration (8/15) Due 07/02/2008 Renewal Due 07/02/2012
NTELOS and Design 	Retail Outlets Featuring Digital Wireless Telecommunications Equipment; Distributorship Services in the Field of Digital Wireless Telecommunications Equipment; Telephone Directory Information, Int. Class 35. FIRST USE: 20000800. FIRST USE IN COMMERCE: 20000800	76/092,030 2586328	07/19/00 06/25/02	NTELOS Inc.	Service Mark	Principal	Combined Declaration (8/15) Due 06/25/2008 Renewal Due 06/25/2012

Word/Mark	Goods and Services	Serial/Registration Number	Filing/Registration Date	Owner	Type of Mark	Register	Due Dates
NTELOS and Design 	Personal Digital Wireless Telecommunications Services Featuring Voice Mail, Long Distance, and Text Messaging Services; Providing Multiple-User Access to a Global Computer Information Network; Electronic Mail Services; Telephone Communication Services; Voice Mail Services; Telephone Voice Messaging Services, Int. Class 38. FIRST USE: 20000800. FIRST USE IN COMMERCE: 20000800	76/092,029 2629019	07/19/01 10/01/02	NTELOS Inc.	Service Mark	Principal	Combined Declaration (8/15) Due 10/01/2008 Renewal Due 10/01/2012
NTELOS	Personal Digital Wireless Telecommunications Services Featuring Voice Mail, Long Distance, and Text Messaging Services; Providing Multiple-User Access to a Global Computer Information Network; Electronic Mail Services; Telephone Communication Services; Voice Mail Services; Telephone Voice Messaging Services, Int. Class 38. FIRST USE: 20000800. FIRST USE IN COMMERCE: 20000800	76/091,606 2589563	07/19/00 07/02/02	NTELOS Inc.	Service Mark	Principal	Combined Declaration (8/15) Due 07/02/2008 Renewal Due 07/02/2012
HOMEFREE	Telecommunication Services, Namely, Local and Long Distance Transmission of Voice, Data, Graphics by Means of Telephone, Telegraphic, Cable, and Satellite Transmissions; Local and Long Distance Telephone Services; Cellular Telephone Services, Int. Class 38. FIRST USE: 20030914. FIRST USE IN COMMERCE: 20030914	78/381,380	03/10/04	NTELOS Inc.	Service Mark	Principal	Final Review Prior to Publication Complete-No Publication Date Issued As of 02/08/2005
HOMEFREE and Design 	Telecommunication Services, Namely, Local and Long Distance Transmission of Voice, Data, Graphics by Means of Telephone, Telegraphic, Cable, and Satellite Transmissions; Local and Long Distance Telephone Services; Cellular Telephone Services, Int. Class 38. FIRST USE: 20030914. FIRST USE IN COMMERCE: 20030914	78/381,384	03/10/04	NTELOS Inc.	Service Mark	Principal	Final Review Prior to Publication Complete-No Publication Date Issued As of 02/08/2005

SCHEDULE C

COPYRIGHTS

Registration	Title	Physical Description	Name of Claimant	Date Created	Date Published	Date Registered	Expiration Date
VA-421-228	Your valley connection, CFW Cellular	Commercial print	CFW Cellular, Inc.	1990	30-May-90	1-Aug-90	30-May-2085
TX-4-516-644	Waynesboro, VA, Staunton, and Augusta County telephone directory, 1997-98		CFW Communications Company	1997	15-May-97	10-Jul-97	15-May-2092
TX-4-633-769	Alleghany County, VA, telephone directory, 1997-98		CFW Communications Company	1997	23-Jul-97	8-Sep-97	23-Jul-2092
TX-4-821-925	Alleghany County, VA, telephone directory, 1998-99		CFW Communications Company	1998	4-Aug-98	12-Jan-99	4-Aug-2093
TX-634-223	CFW PC/Switch interface programs	Computer program	CFW Communications Company	1993		3-Jun-94	2113
TX-4-733-101	Waynesboro, VA, Staunton, and Augusta County telephone directory 1998-99		CFW Intelos	1998	7-May-98	25-Jun-98	7-May-2093
VA-424-443	Turn to touch	Commercial print: advertisement	Clifton Forge-Waynesboro Telephone Company (CFW Telephone Inc.)	1985	1-Jun-89	8-Aug-90	1-Jun-2084
TX-3-557-454	Waynesboro, VA, telephone directory, June 1993		Clifton Forge-Waynesboro Telephone Company (CFW Telephone Inc.)	1993	12-May-93	27-May-93	12-May-2088
TX-3-613-062	Clifton Forge, VA, Covington & Alleghany County, telephone directory, August 1993		CFW Telephone Inc.	1993	14-Jul-93	28-Jul-93	14-Jul-2088
TX-3-777-273	Augusta County, VA, telephone directory, 1994		Clifton Forge-Waynesboro Telephone Company (CFW Telephone Inc.)	1994	11-May-94	16-May-94	11-May-2089
TX-3-852-316	Covington, VA, telephone directory, 1994-95		CFW Telephone Inc.	1994	28-Jun-94	6-Sep-94	28-Jun-2089
TX-4-945-090	Waynesboro, VA, Staunton and Augusta County, 1999-2000		CFW Intelos	1999	7-May-99	9-Jun-99	7-May-2094
TX-4-988-986	Alleghany County, VA, telephone directory, August 1999-2000		CFW Intelos	1999	23-Jul-99	16-Sep-99	23-Jul-2094
TX-3-315-725	Waynesboro, VA, and Augusta County yellow pages, June 1992		CFW Telephone Inc.	1992	12-May-92	28-Mar-92	12-May-2087
TX-3-106-402	Clifton Forge, VA, Covington & Alleghany County, yellow pages, August 1991		CFW Telephone Inc.	1991	12-Jul-91	29-Jul-91	12-Jul-2086

Registration	Title	Physical Description	Name of Claimant	Date Created	Date Published	Date Registered	Expiration Date
TX-3-061-694	Waynesboro, VA, and Augusta County, official directory, June 1991		CFW Telephone Inc.	1991	10-May-91	28-May-91	10-May-2086
TX-2-857-911	Clifton Forge, VA ... [et al.], directory, August 1990		CFW Telephone Inc.	1990	13-Jul-90	26-Jul-90	13-Jul-2085
TX-2-830-972	Waynesboro, VA ... [et al.], official directory, June 1990		CFW Telephone Inc.	1990	11-May-90	30-May-90	11-May-2085
TX-2-611-911	Clifton Forge, VA ... [et al.], official directory, August 1989		CFW Telephone Inc.	1989	14-Jul-89	4-Aug-89	14-Jul-2084
TX-2-582-039	Waynesboro, VA ... [et al.], official directory, June 1989		CFW Telephone Inc.	1989	12-May-89	30-May-89	12-May-2084
TX-2-404-689	Clifton Forge, VA ... [et al.], official directory, August 1988		CFW Telephone Inc.	1988	15-Jul-88	7-Oct-88	15-Jul-2083
TX-2-316-541	Waynesboro, VA ... [et al.], official directory, June 1988		CFW Telephone Inc.	1988	13-May-88	31-May-88	13-May-2083
TX-2-117-643	Clifton Forge, VA ... [et al.], official directory, August 1987		CFW Telephone Inc.	1987	14-Jul-87	4-Aug-87	14-Jul-2082
TX-1-882-499	Clifton Forge, VA ... [et al.], telephone directory, August 1986		CFW Telephone Inc.	1986	15-Jul-86	29-Jul-86	15-Jul-2081
TX-1-840-561	Waynesboro, VA, telephone directory, June 1986		CFW Telephone Inc.	1986	14-May-86	19-Jun-86	14-May-2081
TX-1-670-970	Clifton Forge, VA ... [et al.], telephone directory, August 1985		CFW Telephone Inc.	1985	16-Jul-85	1-Oct-85	16-Jul-2080
TX-1-615-602	Clifton Forge, VA ... [et al.], telephone directory, August 1984		CFW Telephone Inc.	1984	25-Jun-84	7-Jun-85	25-Jun-2079
TX-1-607-263	Waynesboro, VA, telephone directory, June 1985		CFW Telephone Inc.	1985	15-May-85	16-Jul-85	15-May-2080
TX-1-394-420	Waynesboro, VA, telephone directory, June 1984		CFW Telephone Inc.	1984	14-May-84	8-Aug-84	14-May-2079
TX-1-201-675	Clifton Forge, VA ... [et al.], telephone directory, August 1983		CFW Telephone Inc.	1983	14-Jul-83	26-Sep-83	14-Jul-2078
TX-1-181-115	Waynesboro, VA, telephone directory, June 1983		CFW Telephone Inc.	1983	13-May-83	22-Aug-83	13-May-2078
TX-958-625	Clifton Forge, VA ... [et al.], telephone directory, August 1982		CFW Telephone Inc.	1982	14-Jul-82	16-Aug-82	14-Jul-2077
TX-903-255	Waynesboro, VA, telephone directory, June 1982		CFW Telephone Inc.	1982	14-May-82	25-May-82	14-May-2077
TX-766-120	Clifton Forge, VA ... [et al.], telephone directory, August 1981		CFW Telephone Inc.	1981	14-Jul-81	7-Aug-81	14-Jul-2076
TX-698-103	Waynesboro, VA, telephone directory, June 1981		CFW Telephone Inc.	1981	13-May-81	26-May-81	13-May-2076
TX-568-009	Clifton Forge, VA ... [et al.], telephone directory, August 1980		CFW Telephone Inc.	1980	14-Jul-80	2-Sep-80	14-Jul-2075
TX-490-302	Waynesboro, VA telephone directory, June 1980		CFW Telephone Inc.	1980	19-May-80	5-Jun-80	19-May-2075
TX-269-818	Waynesboro telephone directory, June 1979		CFW Telephone Inc.	1979	16-May-79	18-Jun-79	16-May-2074

Registration	Title	Physical Description	Name of Claimant	Date Created	Date Published	Date Registered	Expiration Date
TX-128-267	Clifton Forge, Covington, Potts Creek, VA telephone directory, August 1978		CFW Telephone Inc.	1978	1-Aug-78	26-Oct-78	1-Aug-2073
TX-108-304	Waynesboro, VA telephone directory, June 1978		CFW Telephone Inc.	1978	1-Jun-78	13-Jul-78	1-Jun-2073

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