

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Declaration to correct typographical error in assignment recorded at Reel 2143; Frame 747

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AirTouch Communications, Inc.		04/03/2000	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Cellco Partnership
<b>Street Address:</b>	180 Washington Valley Road
<b>City:</b>	Bedminster
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07921
<b>Entity Type:</b>	PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2002807	ACCESSORIES FOR THE WELL-DRESSED PAGER

**CORRESPONDENCE DATA**

Fax Number: (212)259-2564  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2124082564  
 Email: nytmdpt@bakerbotts.com, russell.falconer@bakerbotts.com  
 Correspondent Name: Russell H. Falconer, Baker Botts LLP  
 Address Line 1: 30 Rockefeller Plaza  
 Address Line 2: 44th Floor  
 Address Line 4: New York, NEW YORK 10112-4498

<b>ATTORNEY DOCKET NUMBER:</b>	068728.0101 03355
<b>NAME OF SUBMITTER:</b>	Russell H. Falconer
<b>Signature:</b>	/russell falconer/

CH \$40.00 2002807

Date:

11/18/2005

**Total Attachments: 15**

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### DECLARATION OF ALICE C. BRENNAN

1. I am the Assistant Secretary for Cellco Partnership d/b/a Verizon Wireless ("Cellco"). I submit this declaration pursuant to TMEP §503.06(b) to correct a typographical error in a recorded assignment document.

2. In an assignment document effective April 3, 2000, a number of federal trademark registrations and applications were assigned from Airtouch Communications, Inc. to Cellco.

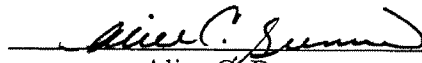
3. I attach to this declaration a copy of the assignment document submitted for recordal. The recordation date for this document is September 7, 2000. The document is recorded at Reel 2143; Frame 747.

4. The list of registrations contained an incorrect Registration Number that resulted in the inadvertent transfer of record ownership of a registration that does not belong to Cellco. More specifically, the list of registrations in the recorded document mistakenly includes Reg. No. 2,022,807, ostensibly covering the mark ACCESSORIES FOR THE WELL DRESSED PAGER. While the word mark was in fact intended to be transferred, the correct Registration Number for that mark is 2,002,807. Clearly, the original document contained an incorrect number.

5. Because the assignor is unable to correct or execute a new assignment document, Assignee Cellco, pursuant to TMEP 503.06(b), submits this request to correct this error together with a copy of the original document, a cover sheet and required fee.

6. Pursuant to 28 U.S.C. § 1746, I, Alice C. Brennan, further declare under penalty of perjury that all statements made herein based on my own personal knowledge are true and that all statements made on information and belief are believed to be true.

Date: November 15, 2005

  
\_\_\_\_\_  
Alice C. Brennan



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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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U.S. Patent & TMO/TM Mail Rpt Dt #70 of Patents

101467956

original documents or copy thereof.

1. Name of conveying party(ies): mPD 576-00

2. Name and address of receiving party(ies)

AIRTOUCH COMMUNICATIONS, INC.

Name: Cellco Partnership dba/Verizon Wireless

Internal Address: Law Department

Street Address: 180 Washington Valley Road

City: Bedminster State: NJ ZIP: 07921

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other
- Association
- Limited Partnership

- Individual(s) citizenship
- Association
- General Partnership Delaware
- Limited Partnership
- Corporation-State
- Other

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

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

3. Nature of conveyance:

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

Execution Date: April 3, 2000

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

A. Trademark Application No.(s)

SEE ATTACHED SCHEDULE A

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE A

Additional numbers attached?  Yes  No

74515161

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

Alice C. Brennan

Name: Nancy Davis, Esq.

Internal Address: Verizon Wireless

Law Department

Street Address: 180 Washington Valley Road

City: Bedminster State: NJ ZIP: 07921

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

58

7. Total fee (37 CFR 3.41).....\$ 1465.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

16-0063

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

06/20/2000 INQUIRY 00000215 74515161

DO NOT USE THIS SPACE

01 FC:481 40.00 OP  
02 FC:482 1425.00 OP

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.

GREGORY B. CALIGARI, ESQ.  
Name of Person Signing

[Signature]  
Signature

5/15/00  
Date

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

149

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

TRADEMARK  
REEL: 002143 FRAME: 0747  
TRADEMARK  
REEL: 003196 FRAME: 0905

**AIRTOUCH COMMUNICATIONS, INC.**  
**MARKS TRANSFERRED TO JOINT VENTURE**

FILE #	TRADEMARK	CLASS	FILING DATE	SERIAL NO.	REG DATE	REG. NO.
758	AIRTALK	38	4/22/94	74/519,263	1/2/96	1,945,031
750	AIRTIMES	16	10/3/96	75/176,689	9/8/98	2,187,126
1666	AIRWORKS	38	4/4/96	75/083,503	5/19/98	2,158,068
847	AIRXFER	38	2/15/94	74/490,449	10/1/96	2,004,683
1926	ANSWER	16.38	11/15/96	75/198,941	4/7/98	2,148,924
251	AUTO-ACCESS	38	6/21/91	74/179,323	9/15/92	1,716,536
2396	BRIDGING THE CONTINENT	38	1/12/95	74/621,164	11/28/95	1,938,864
2468	BUILT FOR TALKIN'	38	10/29/98	75/580,478		
2469	BUILT FOR TALKIN EVERYWHERE	38	10/29/98	75/580,463		
1548	COMPANION	38	4/25/96	75/093,900	5/13/97	2,061,062
2398	EASYROAMING	38	4/19/90	74/050,737	12/3/91	1,666,980
2399	FIRSTCALL	38	9/29/92	74/318,534	5/25/93	1,773,184
1045	FRAUDPRO	9	5/18/95	74/676,725	1/21/97	2,032,960
44	GENCOM	38	6/10/80	73/265,877	12/29/81	1,184,142
2556	INTERNATIONAL TRAVELER	38	3/30/99	75/672,017		
2274	IT COULD CHANGE YOU LIFE	38	12/9/97	75/403,471	3/9/99	2,230,441

**AIRTOUCH COMMUNICATIONS, INC.**  
**MARKS TRANSFERRED TO JOINT VENTURE**

FILE #	TRADEMARK	CLASS	FILING DATE	SERIAL NO.	REG DATE	REG. NO.
565	KIDTRACK	38	2/16/93	74/359,406	10/19/93	1,799,681
2547	LIFE ON YOUR TERMS	38	3/12/99	75/658,991		
2043	MAKING CELLULAR SIMPLE	38	11/29/93	74/463,909	9/5/95	1,917,439
2401	MEGAPHONE	9	4/28/95	74/668,227	7/21/98	2,174,131
1984	NO REGRETS	38	1/24/97	75/231,210	12/30/97	2,125,696
1690	ONE-BILL	38	4/17/96	75/089,827	8/19/97	2,088,920
1098	PAGE ITZ	9	5/18/95	74/676,724	6/4/96	1,978,214
390	PAGESAVER	38	8/30/94	74/567,666	1/30/96	1,952,593
2570	PORTAL PHONE	9	5/1/99	75/697,100		
2571	PORTAL PHONE	38	5/1/99	75/697,101		
2403	QUEST FOR QUALITY	38	5/20/91	74/168,333	5/9/95	1,893,751
2344	READY BEEPER	9	3/25/92	74/266,087	12/22/92	1,741,052
2343	READY BEEPER	38	4/21/92	74/273,680	2/23/93	1,754,234
2467	ROADCAST	38,39	10/29/98	75/580,464		
2405	SELECTCONNECT	38	2/12/93	74/358,207	12/27/94	1,870,808
2037	SOUND MARK	38	3/31/97	75/266,799	4/7/98	2,149,329
717	SOUTHREACH	38	6/2/93	74/397,926	4/12/94	1,830,609

**AIRTOUCH COMMUNICATIONS, INC.**  
**MARKS TRANSFERRED TO JOINT VENTURE**

FILE #	TRADEMARK	CLASS	FILING DATE	SERIAL NO.	REG DATE	REG. NO.
636	SOUTHREACH and Design	38	11/29/93	74/463,901	1/24/95	1,875,580
2406	TALKALONG	9,38	11/14/94	74/598,635	10/1/96	2,005,040
2138	THE NO-FUSS PAGER	9,38	11/5/97	75/385,328		
827	THE SHORTEST DISTANCE BETWEEN TWO PEOPLE	38	2/4/94	74/486,377	12/16/97	2,121,949
1513	TOP BILLING	35	10/7/94	74/583,544	9/12/95	1,918,304
2411	TRAVELFAX	9	3/26/87	73/651,418	10/27/87	1,462,629
2412	VECTORONE	38	3/7/84	73/469,134	3/18/86	1,387,054
115	VOICE EXPRESS	38	10/14/82	73/400,793	1/17/84	1,264,483
1150	WE MEAN BUSINESS	38	8/31/95	74/725,788	7/30/96	1,990,090



**AIRTOUCH COMMUNICATIONS, INC.**  
**MARKS TRANSFERRED TO JOINT VENTURE**

FILE #	TRADEMARK	STATE	FILING DATE	SERIAL NO.	REG DATE	REG. NO.
<b><u>STATE REGISTRATIONS</u></b>						
750	AIRTIMES	California			7/7/95	100,264
590	CALIFORNIA CHOICE	California			2/24/94	43,104
723	CAL 500 (STYLIZED)	California			5/3/94	43,277
592	CAL 300 (stylized)	California			5/9/94	43,280
594	CALL 150 (stylized)	California			5/9/94	43,279
722	CAL 50 (stylized)	California			5/3/94	43,278
580	CELLULAR DIRECT	Georgia			10/15/93	S13,059
1031	CELLULAR 101	California			4/10/95	99,992
1280	EVERYTHING ELSE IS JUST CELLULAR and Design	California			4/17/92	40,419
237	MORE POWER TO YOU	Georgia			5/31/91	S10,875
875	NEVADA CHOICE (stylized)	Nevada			9/30/94 renewed 10/1/99	n/a
390	PAGESAVER	Texas			1/19/93	52,355
238	PREMIER (stylized)	Georgia			4/9/91	S10,723
383	RADIO PAGE and Design	Indiana			11/5/81 renewed 11/4/91	50,094,228

**AIRTOUCH COMMUNICATIONS, INC.**  
**MARKS TRANSFERRED TO JOINT VENTURE**

FILE #	TRADEMARK	STATE	FILING DATE	SERIAL NO.	REG DATE	REG. NO.
383	RADIO PAGE THE BEEPER PEOPLE and Design	Kentucky			12/18/91	4,825
383	RADIO PAGE THE BEEPER PEOPLE and Design	Kentucky			11/11/81 renewed 11/11/91	10,004
2040	SIMPLY DIGITAL	Georgia			8/14/97	S16,619
1513	TOP BILLING	Texas			1/19/93	52,357

155013  
 Confidential & Proprietary  
 AirTouch Communications, Inc.

**INTELLECTUAL PROPERTY ASSIGNMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), effective as of April 3, 2000 (the "Effective Date"), is entered into by and between AirTouch Communications, Inc., a Delaware corporation (collectively with its Affiliates, "Assignor"), and Cellco Partnership, a Delaware general partnership ("Assignee" and, together with Assignor, the "Parties" and each, individually, a "Party").

**WITNESSETH:**

WHEREAS, Assignor owns, and has adopted for use in its business, the service marks, trademarks and trade names set forth on the attached Schedule A, together with all registrations and applications therefor (collectively, the "Marks"), the registered and unregistered copyrights relating to or arising out of materials used exclusively in Assignor's domestic Wireless Business (as defined in the U.S. Wireless Alliance Agreement by and between Vodafone AirTouch Plc and Bell Atlantic Corporation, dated as of September 21, 1999 (the "Alliance Agreement"), but excluding any copyrights pertaining to the software assigned to Assignee under that Software Assignment and License Agreement between the parties dated as of the date hereof (the "Copyrights"), the domain names set forth on Schedule B attached hereto, together with all registrations and registration applications therefor ("Domain Names"), and the U.S. patents and patent applications identified in Schedule C attached hereto, together with any continuations, continuations-in-part and divisional applications thereof and all patents issuing thereon (including reissues, renewals and reexaminations of the foregoing) under the laws of United States of America ("Patents") (the Marks, Copyrights, Domain Names and Patents collectively referred to herein as the "Intellectual Property"); and

WHEREAS, Assignee is desirous of acquiring all worldwide right, title and interest in, to and under the Intellectual Property, except as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. **Assignment of Rights.** Assignor hereby irrevocably conveys, transfers and assigns to Assignee all worldwide right, title and interest in and to the Intellectual Property, together with all rights of action accrued, accruing and to accrue under and by virtue hereof, including all right to sue or otherwise recover for past infringement and to receive all damages, payments, costs and fees associated therewith. The assignment of the Marks and Domain Names granted herein includes an assignment of all goodwill associated therewith. The foregoing notwithstanding, Assignee agrees to grant back to Assignor a royalty free, perpetual, non-exclusive, worldwide license to the Patents, pursuant to that Patent License Agreement between Assignor and Assignee dated as of the date hereof ("Grant-back License").

2. Further Assurances. Upon the request and at the expense of Assignee, Assignor shall execute and deliver any and all instruments and documents and take such other future actions as may be necessary or reasonably requested by Assignee to document the aforesaid assignment and transfer or to enable Assignee to secure, register, maintain, enforce and otherwise fully protect its rights in and to the Intellectual Property.

3. Limitation on Assignee's Rights in Patents. In addition to the Grant-back License, Assignee agrees that it will not license or otherwise transfer, directly or indirectly, the Patents, or any rights in the Patents, to Bell Atlantic Corporation or its Affiliates or Subsidiaries that are not also Subsidiaries of Assignee, without Assignor's prior written permission, and shall include this limitation in any license or other transfer of the Patents or any rights in the Patents by Licensee. For purposes of this section "Affiliate" shall mean a person, association, partnership, corporation or joint-stock company, trust, or other business entity, however organized of the person or entity which directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such person. For purposes of this section "Subsidiary" shall mean a person, association, partnership, corporation or joint-stock company, trust, or other business entity, however organized of the person or entity which directly or indirectly, through one or more intermediaries, is controlled by such person. Control shall be defined as (i) ownership of 20% or more of the voting power of all classes of voting stock of an entity; (ii) ownership of 20% or more of the beneficial interests in income and capital of an entity other than a corporation; or (iii) management control over an entity.

4. Integration with Alliance Agreement. This Assignment is subject to the provision of the Alliance Agreement, including, without limitation, Articles IV and IX thereof. Neither the making nor the acceptance of this Assignment, nor any provision hereof, shall enlarge, restrict or otherwise modify the provisions of the Alliance Agreement or the rights and obligations of the parties thereunder, or constitute a waiver or release by any of the parties to the Alliance Agreement of any liabilities, duties or obligations imposed upon any party thereunder, including, without limitation, the representations and warranties, indemnities and other provisions that, pursuant to the Alliance Agreement, survive the Closing (as defined therein) thereof.

5. Parties in Interest. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Entire Agreement. This Assignment, together with the Alliance Agreement and all other agreements entered into by Vodafone AirTouch Plc and Bell Atlantic Corporation in connection therewith, contain the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior understandings and agreements of the parties with respect thereto.

7. Amendments. This Assignment may not be amended except by the written agreement of the parties hereto.

8. Governing Law. Except for trademark, copyright and patent matters governed by the Federal laws of the United States of America, the laws of the State of Delaware shall govern

the validity, interpretation, construction, performance and enforcement of this Assignment, excluding the choice of laws provisions of the State of Delaware.

9. **Notices.** All notices and other communications under this Assignment shall be in writing and shall be deemed to have been duly given when delivered personally, delivery charges prepaid, or three (3) business days after being sent by registered or certified mail (return receipt requested), postage prepaid, or one (1) business day after being sent by a nationally recognized express courier service, postage or delivery charges prepaid, to the parties at their respective addresses stated below. Notices may also be given by prepaid telegram or facsimile and shall be effective on the date transmitted if confirmed within twenty-four (24) hours thereafter by a signed original sent in the manner provided in the preceding sentence. Either party may change its address(es) for notices by giving notice of the new address(es) to the other party in accordance with the provision of this Section 9, except that any notice of such change of address shall not be effective unless and until received.

If to Assignor to:      AirTouch Communications, Inc.  
                                  Legal Department  
                                  1 California Street, 21<sup>st</sup> Floor  
                                  San Francisco, CA 94111

With a copy to:         Pillsbury Madison & Sutro LLP  
                                  P.O. Box 7880  
                                  San Francisco, CA 94120-7880  
                                  Attention: Cydney A. Tune

If to Assignee to:        Cellco Partnership  
                                  180 Washington Valley Road  
                                  Bedminster, NJ 07921  
                                  Attention: General Counsel

10. **Headings.** The headings of the Sections of this Assignment are for convenience of reference only and are not to be considered in construing the terms and provisions of this Assignment.

11. **Waivers.** The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Assignment shall not prevent a subsequent act, that would have originally constituted a violation, from having the effect of an original violation.

12. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Assignment shall become effective when each party to this Assignment shall have received a counterpart hereof signed by the other party to this Assignment.

13. Severability; Enforcement. If the application of any one or more of the provisions of this Assignment shall be unlawful under applicable law and regulation, then the parties will attempt in good faith to make such alternative arrangements as may be legally permissible and which carry out as nearly as practicable the terms of this Assignment. Should any portion of this Assignment be deemed to be unenforceable by a court of competent jurisdiction, the remaining portion hereof shall remain unaffected and be interpreted as if such unenforceable portions were initially deleted.

14. Dispute Resolution. Resolution of any and all disputes arising under or in connection with this Assignment, whether based on contract, tort, statute or otherwise, including, but not limited to, disputes over arbitrability and disputes in connection with claims by third parties, shall be exclusively governed by and settled in accordance with the provisions of the Alliance Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the Effective Date.

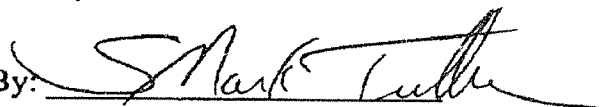
ASSIGNOR:  
AirTouch Communications, Inc.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ASSIGNEE:  
Cellco Partnership  
By: NYNEX PCS Inc., its  
managing general partner

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

13. **Severability: Enforcement.** If the application of any one or more of the provisions of this Assignment shall be unlawful under applicable law and regulation, then the parties will attempt in good faith to make such alternative arrangements as may be legally permissible and which carry out as nearly as practicable the terms of this Assignment. Should any portion of this Assignment be deemed to be unenforceable by a court of competent jurisdiction, the remaining portion hereof shall remain unaffected and be interpreted as if such unenforceable portions were initially deleted.

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IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the Effective Date.

ASSIGNOR:  
AirTouch Communications, Inc.

By: Arun Sarin

Name: ARUN SARIN

Title: CHIEF EXECUTIVE OFFICER

ASSIGNEE:  
Cellco Partnership  
By: NYNEX PCS Inc., its  
managing general partner

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE A**

**Trademarks, Service Marks and Trade Names**

1185979.5

1

**TRADEMARK**  
**REEL: 002143 FRAME: 0758**  
**TRADEMARK**  
**REEL: 003196 FRAME: 0916**



**AIRTOUCH COMMUNICATIONS, INC.**  
**MARKS TRANSFERRED TO JOINT VENTURE**

FILE #	TRADEMARK	CLASS	FILING DATE	SERIAL NO.	REG DATE	REG. NO.
2385	1-800-BUY-TIME	38	04/22/94	74/515,161	3/7/95	1,882,522
2679	1-800-CALL WWW	38	10/8/99	75/824,784		
1727	411 CONNECT	38	5/16/96	75/104,997	4/22/97	2,055,116
1117	ACCESSORIES FOR THE WELL DRESSED PAGER	9	8/23/95	74/720,534	9/24/96	2,022,807
1234	AIRBILL	38	2/15/94	74/491,082	9/24/96	2,003,399
843	AIRCAST	38	2/15/94	74/490,473	9/24/96	2,003,397
842	AIRGUARD	38	2/15/94	74/491,081	10/1/96	2,004,686
840	AIRINFO	38	2/15/94	74/490,409	8/20/96	1,995,895
845	AIRLOCATE	38	2/28/94	74/495,436	9/24/96	2,003,408
772	AIRMAIL	38	3/23/95	74/650,939		
841	AIRMATE	38	2/15/94	74/491,080	9/24/96	2,003,398
839	AIRMESSAGE	38	2/15/94	74/491,087	9/24/96	2,003,400
838	AIRMODEMS	38	2/15/94	74/490,448	9/24/96	2,003,396
849	AIRROAM	38	2/15/94	74/490,450	10/15/96	2,008,856
1973	AIRSHARE	38	3/27/96	75/079,142	2/24/98	2,138,209
2545	AIRSPORTS	38	3/30/99	75/672,024		