

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cleveland Unlimited, Inc.		12/15/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	1350 Euclid Avenue
Internal Address:	Suite 1100
City:	Cleveland
State/Country:	OHIO
Postal Code:	44115
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	78580306	FREEDOM IS CALLING
Serial Number:	78580325	FREEDOM IS CALLING
Serial Number:	78580326	FREEDOM IS CALLING
Serial Number:	78570857	FREEDOM IS CALLING
Serial Number:	78585500	MEGA WIRELESS
Serial Number:	78570842	R REVOL
Serial Number:	78570845	R REVOL
Serial Number:	78570849	R REVOL
Serial Number:	78505283	REVOL
Serial Number:	78505290	REVOL PCS
Serial Number:	78505286	REVOL WIRELESS
Serial Number:	78570854	R
Serial Number:	78570855	R

OP \$365.00 78580306

Serial Number:

78570850

R

CORRESPONDENCE DATA

Fax Number: (216)363-4607

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

Phone: (216) 363-4466

Email: patent@bfca.com

Correspondent Name: Rita Kline

Address Line 1: 200 Public Square

Address Line 2: 2300 BP Tower

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:

28729-34

NAME OF SUBMITTER:

Rita Kline

Signature:

/Rita Kline/

Date:

12/15/2005

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 15, 2005, by and between Cleveland Unlimited, Inc. (the "Pledgor"), in favor of U.S. Bank National Association, in its capacity as collateral trustee pursuant to the Indenture (in such capacity, the "Collateral Trustee").

W I T N E S S E T H:

WHEREAS, the Pledgor is a party to a Security Agreement dated as of December 15, 2005 (the "Security Agreement") in favor of the Collateral Trustee pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, the Pledgor hereby agrees with the Collateral Trustee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Trustee for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral:

- (a) Trademarks listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Assets).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Trustee pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Trustee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Trustee shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Parity Secured Obligations and termination of the Security Agreement, the Collateral Trustee shall execute, acknowledge, and deliver to the Pledgor (at the expense of the Pledgor) an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CLEVELAND UNLIMITED, INC., as Pledgor

By: 

Name: Rocky Crossland

Title: President and Chief Executive Officer

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Trustee

By: 

Name: Elizabeth Thuning

Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

None.

Trademark Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>TRADEMARK</u>
Cleveland Unlimited, Inc.	78/580,306	FREEDOM IS CALLING
Cleveland Unlimited, Inc.	78/580,325	FREEDOM IS CALLING
Cleveland Unlimited, Inc.	78/580,326	FREEDOM IS CALLING
Cleveland Unlimited, Inc.	78/570,857	FREEDOM IS CALLING
Cleveland Unlimited, Inc.	78/585,500	MEGA WIRELESS
Cleveland Unlimited, Inc.	78/570,842	R REVOL- Stylized Design
Cleveland Unlimited, Inc.	78/570,845	R REVOL- Stylized Design
Cleveland Unlimited, Inc.	78/570,849	R REVOL-Stylized Design
Cleveland Unlimited, Inc.	78/505,283	REVOL
Cleveland Unlimited, Inc.	78/505,290	REVOL PCS
Cleveland Unlimited, Inc.	78/505,286	REVOL WIRELESS
Cleveland Unlimited, Inc.	78/570,854	R – Stylized Design
Cleveland Unlimited, Inc.	78/570,855	R – Stylized Design
Cleveland Unlimited, Inc.	78/570,850	R – Stylized Design