

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
MTPCS, LLC		12/20/2005	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CIT Lending Services Corporation, as First Lien Agent		
Street Address:	1 CIT Drive		
City:	Livingston		
State/Country:	NEW JERSEY		
Postal Code:	07039		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78746450		
Serial Number:	78745700	CHINOOK WIRELESS	
CORRESPONDENCE DATA			
Fax Number:	(404)602-9050		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-888-4000		
Email:	lvirts@hunton.com		
Correspondent Name:	Greta T. Griffith, Esq.		
Address Line 1:	Hunton & Williams LLP		
Address Line 2:	Suite 4100, 600 Peachtree Street, N.E.		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	64526.18		
NAME OF SUBMITTER:	Greta T. Griffith, Esq.		
Signature:	/s/Greta T. Griffith		

CH \$65.00 78746450

Date:

12/27/2005

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT
(First Lien)

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 20, 2005, by MTPCS, LLC, a Delaware limited liability company ("Grantor"), in favor of CIT LENDING SERVICES CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders ("Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain First Lien Loan Agreement, dated as of the date hereof, by and among Grantor, the other Persons party thereto from time to time as Credit Parties, Agent and the Persons party thereto from time to time as Lenders (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Lenders have agreed to make the Loans to and to incur Letter of Credit Obligations for the benefit of Borrower;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Lenders, that certain Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lenders, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the respective meanings ascribed to such terms in the Loan Agreement.

2. Grant of Security Interest in Trademark Collateral. Grantor hereby grants to Agent, for the benefit of Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral 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.

[signatures appear on the following page]

Schedule I
to
Trademark Security Agreement

TRADEMARK REGISTRATIONS

None.

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Serial/Application No.</u>	<u>Date</u>
(Design Only)	78/746,450	November 3, 2005
Chinook Wireless	78/745,700	November 2, 2005

TRADEMARK LICENSES

None.

Schedule I

Trademark Security Agreement
(First Lien)
592889

RECORDED: 12/27/2005

TRADEMARK
REEL: 003216 FRAME: 0946