

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
Corr Wireless Communications, L.L.C.		12/29/2005	LIMITED LIABILITY COMPANY: ALABAMA

RECEIVING PARTY DATA

Name:	CIT Lending Services Corporation, as Agent
Street Address:	1 CIT Drive
City:	Livingston
State/Country:	NEW JERSEY
Postal Code:	07039
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2648515	HOW PEOPLE CONNECT
Registration Number:	2616576	CORR WIRELESS
Registration Number:	2728927	ENDLESS MINUTES
Registration Number:	2823290	GOT THE NOTION TO CALL THE NATION?
Registration Number:	2883112	WHAT A WIRELESS WORLD IT SHOULD BE
Registration Number:	2886282	CORR WIRELESS HOW PEOPLE CONNECT
Serial Number:	78701676	NOW YOU'RE TALKIN SENSE
Serial Number:	78551756	CELL YOUR HOME
Serial Number:	78551146	CELL YOUR HOME
Registration Number:	2522428	CORRVALUES
Registration Number:	2642796	CORRVALUES ... HOW PEOPLE CONNECT
Registration Number:	2638463	CORRWIRELESS

CORRESPONDENCE DATA

900039148

**TRADEMARK
 REEL: 003221 FRAME: 0345**

CH \$315.00 2648515

Fax Number: (404)602-9050
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-888-4284
Email: lvirts@hunton.com
Correspondent Name: Timothy V. Johnson, 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:	64526.19
NAME OF SUBMITTER:	Timothy V. Johnson, Esq.
Signature:	/s/Timothy V. Johnson
Date:	01/05/2006

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 29, 2005, by CORR WIRELESS COMMUNICATIONS, L.L.C., an Alabama 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 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 for the benefit of Borrower;

WHEREAS, Agent and Lenders are willing to make the Loans 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 shall 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.

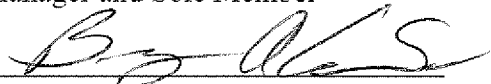
[signatures appear on the following page]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its Authorized Officer as of the date first set forth above.

GRANTOR:

CORR WIRELESS COMMUNICATIONS, L.L.C.

By: Corr, Inc.
Its: Manager and Sole Member

By: 
Name: Bryan A. Corr, Sr.
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

CIT LENDING SERVICES CORPORATION

By: _____
Name: Joseph Junda
Title: Vice President

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its Authorized Officer as of the date first set forth above.

GRANTOR:

CORR WIRELESS COMMUNICATIONS, L.L.C.

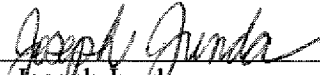
By: Corr, Inc.
Its: Manager and Sole Member

By: _____
Name: Bryan A. Corr, Sr.
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

CIT LENDING SERVICES CORPORATION

By:  _____
Name: Joseph Junga
Title: Vice President

Schedule I
to
Trademark Security Agreement

<u>Trademarks</u>	<u>Owner</u>	<u>Reg. No.</u>	<u>Date Registered</u>
CORRVALUES	Borrower	2,522,428	12/25/2001
HOW PEOPLE CONNECT	Borrower	2,648,515	11/12/2002
CORR WIRELESS	Borrower	2,616,576	09/10/2002
ENDLESS MINUTES	Borrower	2,728,927	06/24/2003
GOT THE NOTION TO CALL THE NATION	Borrower	2,823,290	03/16/2004
WHAT A WIRELESS WORLD IT SHOULD BE	Borrower	2,883,112	09/07/2004
CORR WIRELESS HOW PEOPLE CONNECT	Borrower	2,886,282	09/21/2004
CORRVALUES.... HOW PEOPLE CONNECT	Borrower	2,642,796	10/29/2002
CORRWIRELESS	Borrower	2,638,463	10/22/2002
<u>Pending Trademarks</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Date Filed</u>
NOW YOU'RE TALKING SENSE	Borrower	78/701,676	08/26/2005
<u>Published Trademarks</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Publication Date</u>
CELL YOUR HOME (& design)	Borrower	78/551,756	10/11/2005
CELL YOUR HOME	Borrower	78/551,146	10/25/2005

Schedule I

Trademark Security Agreement
597039

RECORDED: 01/05/2006

**TRADEMARK
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