

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EDGE WIRELESS, LLC	FORMERLY NewCom Wireless, LLC	03/30/2006	limited liability company: OREGON
RECEIVING PARTY DATA			
Name:	WACHOVIA BANK, NATIONAL ASSOCIATION		
Street Address:	201 South College Street		
Internal Address:	8th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28288-0680		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2576730	EDGE WIRELESS	
CORRESPONDENCE DATA			
Fax Number:	(704)353-3871		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704.331.7400		
Email:	docket@kennedycovington.com		
Correspondent Name:	Karl S. Sawyer, Jr.		
Address Line 1:	214 North Tryon Street		
Address Line 2:	Hearst Tower, 47th Floor		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.		
Signature:	/karl s sawyer jr/		
Date:	04/26/2006		

OP \$40.00 2576730

TRADEMARK

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of this 30th day of March, 2006 by EDGE WIRELESS, LLC (formerly known as NewCom Wireless, LLC), an Oregon limited liability company, (the "Grantor"), in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (in such capacity, the "Administrative Agent") for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Amended and Restated Loan Agreement dated as of March 30, 2006 by and among the Grantor, as Borrower, the Lenders party thereto and Wachovia Bank, National Association, as administrative agent (as amended, modified, supplemented or restated from time to time, the "Loan Agreement").

STATEMENT OF PURPOSE

The Grantor owns certain trademarks and service marks, including those trademark registrations and trademark applications listed on Schedule 1 annexed hereto, and is a party to the trademark licenses listed on Schedule 2 annexed hereto; and

Pursuant to the terms of the Borrower's Security Agreement dated August 30, 2000 (as reaffirmed, amended, restated, supplemented or otherwise modified from time to time, the "Borrower's Security Agreement"), by and among the Grantor, the Administrative Agent and the Lenders, the Grantor has granted to the Administrative Agent a security interest in certain assets of the Grantor, including all right, title and interest of the Grantor in, to and under all Trademark Collateral (as hereinafter defined) to secure the payment of all Obligations owing by Borrower under the Loan Agreement and the other Loan Documents. All capitalized terms defined in the Loan Agreement or the Borrower's Security Agreement and not otherwise defined herein have the respective meanings provided for in the Loan Agreement or the Borrower's Security Agreement, as applicable.

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

1. **Grant of Security Interest.** Grantor does hereby grant to the Administrative Agent a continuing security interest in all of Grantor's right, title and interest in, to and under all of the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now existing or hereafter created or acquired, in order to secure the Obligations referred to herein:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing appear or have appeared and designs owned by the Grantor (each of the foregoing items in this clause a "Trademark," and collectively, the "Trademarks"), now existing anywhere in the world or hereafter

adopted or acquired, whether currently in use or not, together with all registrations and recordings thereof and all applications filed in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in any office or agent of the United States of America (including the United States Patent and Trademark Office) or any foreign country, and including, without limitation, those referred to in Schedule 1 annexed hereto and all reissues, extensions, continuations or renewals thereof;

(b) all Trademark licenses and other agreements providing the Grantor with the right to use, or pursuant to which the Grantor provides the right to use, any of the items described in Section 1(a) (together, the "Trademark Licenses"), including each Trademark license referred to in Schedule 2 annexed hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by, each item described in Sections 1(a) or 1(b);

(d) the right to sue third parties for past, present or future infringements of any Trademark Collateral described in Section 1(a) and, to the extent applicable, Section 1(b); and

(e) all products and proceeds of, and the rights associated with, 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 registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1 and the trademarks licensed under any Trademark License, (ii) injury to the goodwill associated with the use of any such Trademark, Trademark registration or trademark licensed under any Trademark License, or (iii) breach or enforcement of any Trademark license.

2. **Other Security Interests.** This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Borrower's Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Borrower's Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Agreement are deemed to conflict with the Borrower's Security Agreement, the provisions of the Borrower's Security Agreement shall govern.

3. **Restrictions on Future Agreements.** The Grantor agrees that until all Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, the Grantor will not, without the Administrative Agent's prior written consent, enter into any agreement including, without limitation, any license agreement, which is inconsistent with the Grantor's obligations under this Agreement if such action would reasonably be expected to materially adversely affect the fair market value of the Trademark Collateral or the benefits of

this Agreement to the Administrative Agent, and the Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would materially adversely affect the validity or enforcement of the rights transferred to the Administrative Agent under this Agreement.

4. **New Trademarks.** The Grantor represents and warrants to the Administrative Agent that the Trademarks listed on Schedule 1 annexed hereto and the license agreements listed on Schedule 2 annexed hereto constitute all of the Trademarks now owned by or licensed to the Grantor for which registrations have been issued or applied for in the United States Patent and Trademark Office. If, before the Obligations have been satisfied in full and the Loan Agreement terminated, the Grantor shall (i) obtain rights to any new trademarks, trademark registrations or applications or trade names used in the United States or in any foreign country or (ii) become entitled to the benefit of any trademark application, trademark, trademark registration or tradename used in the United States or in any foreign country, the provisions of Section 1 above shall automatically apply thereto and the Grantor shall give to the Administrative Agent prompt written notice thereof pursuant to the terms of the Borrower's Security Agreement. The Grantor hereby authorizes the Administrative Agent to modify this Agreement upon such written notice by amending Schedule 1 and Schedule 2 annexed hereto to include any future trademarks, trademark registrations, trademark applications, trade names and license agreements which are Trademarks, as applicable, under Section 1 above or under this Section 4.

5. **Lenders Not Liable.** Neither the Administrative Agent nor any Lender by virtue of this Agreement assumes any obligations whatsoever in respect of the Trademark Collateral including, without limitations, any obligation to renew registrations of or defend the validity, enforceability or distinctiveness of the Trademark Collateral.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto, all as of the date first set forth above.

EDGE WIRELESS, LLC, (formerly known as NewCom Wireless, LLC), as Grantor

By: [Signature]
Name: Kevin J. Keillor
Title: Secretary

ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Deschutes

I, Jane E. Veasle, a Notary Public for said County and State, do hereby certify that Kevin J. Keillor personally appeared before me this day and stated that he is Secretary of Edge Wireless, LLC and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 30th day of March, 2006.

[Signature]
Notary Public

My commission expires:

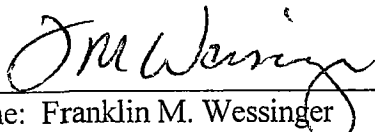
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[Signature Pages Continue]

Agreed and Accepted as of the
30th day of March, 2006.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Franklin M. Wessinger
Title: Managing Director

**Schedule 1 to
Trademark Security Agreement**

Trademarks

	Mark	Filed	Reg. Date	Reg. No.	Owner
1.	EDGE WIRELESS	10/02/2000	06/04/2002	2,576,730	EDGE WIRELESS LLC

**Schedule 2 to
Trademark Security Agreement**

Trademark Licenses

Name of Licensee/Licensor	Date	Trademark Licensed/Assigned	Description of Product License Applies
Cingular Wireless, LLC (Licensor) to Edge Wireless, LLC (Licensee)	August 1, 2005	“Cingular Wireless” and orange “jack” logo, and the phrase “Member of the Cingular Wireless Network”	Wireless Communications Services