

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cellular One Group		12/30/2005	General Partnership: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Cellular One Properties, LLC
<b>Street Address:</b>	14201 Wireless Way
<b>Internal Address:</b>	c/o Dobson Communications Corporation
<b>City:</b>	Oklahoma City
<b>State/Country:</b>	OKLAHOMA
<b>Postal Code:</b>	73134
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: OKLAHOMA

**PROPERTY NUMBERS Total: 50**

Property Type	Number	Word Mark
Serial Number:	73495420	C1 CELLULAR ONE
Serial Number:	73588355	
Serial Number:	73588356	
Serial Number:	73658269	CELLULAR ONE 1
Serial Number:	73675412	CELLULAR ONE
Serial Number:	73700590	1 CELLULAR ONE
Serial Number:	74223492	CELLULARONE
Serial Number:	74223493	CELLULARONE
Serial Number:	74252908	CELLONE
Serial Number:	74322407	CLEAR ACROSS AMERICA
Serial Number:	74322658	CLEAR ACROSS AMERICA
Serial Number:	74613079	CELLULAR ONE
Serial Number:	74665818	CELLULARONE

CH \$1265.00 73495420

Serial Number:	74689097	CELLULARONE
Serial Number:	75010427	TELCOM BY CELLULARONE
Serial Number:	75010428	DISPATCH BY CELLULARONE
Serial Number:	75010429	PAGING BY CELLULARONE
Serial Number:	75017997	LONG DISTANCE BY CELLULARONE
Serial Number:	75065997	CELLULAR
Serial Number:	75079449	DATA BY CELLULARONE
Serial Number:	75088362	INTERNET BY CELLULARONE
Serial Number:	75099882	1-800-CELL ONE
Serial Number:	75099885	1-888-CELL ONE
Serial Number:	75105170	1-800-CELL ONE
Serial Number:	75206823	CELLULARONE TO ONE
Serial Number:	75206824	LOCAL CALLING BY CELLULARONE
Serial Number:	75446278	DIGITAL PCS BY CELLULARONE
Serial Number:	75729080	CELLULARONE 2 3
Serial Number:	75729092	CELLULARONE 2 3
Serial Number:	75729093	CELLULARONE 2 3
Serial Number:	75729097	CELLULARONE.2.3
Serial Number:	75927613	CELLULARONE
Serial Number:	75927614	CELLULARONE
Serial Number:	75927615	CELLULARONE
Serial Number:	75927616	CELLULARONE
Serial Number:	75927617	CELLULARONE
Serial Number:	75927618	CELLULARONE
Serial Number:	75927619	CELLULARONE
Serial Number:	75927620	CELLULARONE
Serial Number:	75927621	CELLULARONE
Serial Number:	75927622	CELLULARONE
Serial Number:	75927623	CELLULARONE
Serial Number:	75927624	CELLULARONE
Serial Number:	75927694	CELLULARONE
Serial Number:	75927695	CELLULARONE
Serial Number:	75927696	CELLULARONE
Serial Number:	76076902	CELLULAR ONE CONNECT
Serial Number:	76123635	PREPAY CELLULAR BY CELLULARONE

Serial Number:	76123636	DIGITAL BY CELLULARONE
Serial Number:	76210767	SHOPCELLONE

**CORRESPONDENCE DATA**

Fax Number: (203)975-7180  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 203-353-6834  
Email: clondon@eapdlaw.com  
Correspondent Name: Edwards Angell Palmer & Dodge LLP  
Address Line 1: 301 Tresser Boulevard  
Address Line 2: Paralegal Christina London  
Address Line 4: Stamford, CONNECTICUT 06901

ATTORNEY DOCKET NUMBER:	35856.0086 CELLULAR ONE
NAME OF SUBMITTER:	Christina London
Signature:	/christina london/
Date:	05/04/2006

**Total Attachments: 13**  
source=Trademark Assignment for US marks#page1.tif  
source=Trademark Assignment for US marks#page2.tif  
source=Trademark Assignment for US marks#page3.tif  
source=Trademark Assignment for US marks#page4.tif  
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## TRADEMARK ASSIGNMENT

This Assignment is made on this 30th day of December, 2005 (the “**Trademark Assignment**”) between CELLULAR ONE GROUP, a Delaware general partnership with a principal place of business located at c/o Alltel Corporation, One Allied Drive, Little Rock, Arkansas 72202 (“**Assignor**”), and CELLULAR ONE PROPERTIES, LLC, an Oklahoma limited liability company with a principal place of business at c/o Dobson Communications Corporation, 14201 Wireless Way, Oklahoma City, Oklahoma 73134 (“**Assignee**”).

WHEREAS, Assignor owns the trademarks and service marks listed on the attached Schedule A, all applications and registrations pertaining thereto and all common law rights associated therewith, together with all goodwill arising from the use of and symbolized by said trademarks and service marks (the “**Trademarks**”); and

WHEREAS, by an Asset Purchase Agreement, dated as of December 1, 2005 (the “**Asset Purchase Agreement**”), by and among Assignee, Assignor and Western Wireless, LLC, Assignor has sold the Transferred Assets (as defined in the Asset Purchase Agreement) to Assignee, and in connection therewith, Assignor has agreed to assign and Assignee has agreed to acquire, the Trademarks.

NOW THEREFORE, in consideration of the sum of six dollars (\$6.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, sell, transfer and convey to Assignee, its successors and assigns, all of Assignor’s right, title and interest, whether statutory or at common law, in and to the Trademarks, and all registrations and pending applications therefor, including the right to sue and collect damages and/or profits for past, present and future infringement or unauthorized use of the Trademarks, together with the goodwill symbolized thereby, in the United States and throughout the world.

This Trademark Assignment does not expand upon or limit the rights, obligations, representations, warranties and indemnifications provided in the Asset Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall control.

Assignor shall promptly perform any acts necessary to register and perfect the interest of Assignee in and to the Trademarks, and shall not enter into any agreement in conflict with this Trademark Assignment. Assignor hereby agrees to promptly execute upon the request of Assignee, at Assignee’s expense, any additional documents as are necessary to register and otherwise give full effect to and to perfect the rights of Assignee under this Trademark Assignment in and to the Trademarks, including, without limitation, all documents necessary to register in the name of Assignee the assignment of the Trademarks with the United States Patent & Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar, and reasonably assist, at Assignee’s expense, in any proceedings relating to Assignee’s right, title, interest and benefit in and to the Trademarks, which may be necessary to obtain, renew, issue or enforce the Trademarks.

This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This Trademark Assignment shall be governed by, construed and enforced in accordance with the laws of the State of Delaware (without application of principles of conflicts of law).

This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Execution Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

CELLULAR ONE GROUP  
("Assignor")

By its General Partners:

WESTERN COG CORPORATION

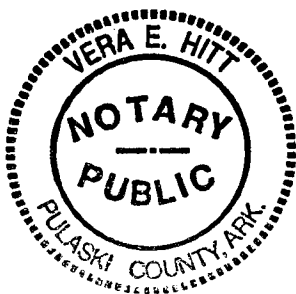
By: John A. Ebner  
Name: John A. Ebner  
Title: Treasurer

State of Arkansas

County of Pulaski

Before me, the undersigned authority, on this day personally appeared John A. Ebner, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me under oath that he executed the same as the act and deed of WESTERN COG CORPORATION, as the Treasurer thereof, and for the purposes and considered therein expressed.

Given under my hand and seal this 29th day of December, 2005.



Vera E. Hitt  
NOTARY PUBLIC IN AND FOR THE  
STATE OF AR

CELLULAR ONE L.L.C.

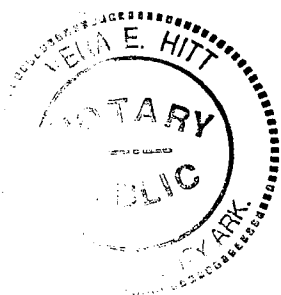
By: John A. Ebner  
Name: John A. Ebner  
Title: Treasurer

State of Arkansas

County of Pulaski

Before me, the undersigned authority, on this day personally appeared John A. Ebner, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me under oath that he executed the same as the act and deed of CELLULAR ONE L.L.C., as the Treasurer thereof, and for the purposes and considered therein expressed.

Given under my hand and seal this 29th day of December, 2005.



Vera E. Hitt  
NOTARY PUBLIC IN AND FOR THE  
STATE OF Arkansas

ACKNOWLEDGED AND ACCEPTED BY:

CELLULAR ONE PROPERTIES, LLC  
("Assignee")

By: Thomas A. Coates  
Name: Thomas A. Coates  
Title: Vice President

State of OK

County of OK

Before me, the undersigned authority, on this day personally appeared Thomas A. Coates known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me under oath that he executed the same as the act and deed of WESTERN COG CORPORATION, as the Vice President thereof, and for the purposes and considered therein expressed.

Given under my hand and seal this 29 day of Dec 2005

Sandra L. [Signature]  
NOTARY PUBLIC IN AND FOR THE STATE OF  
OK

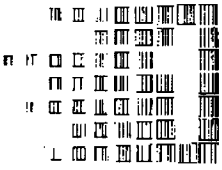
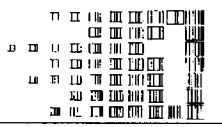



[Signature Page to Trademark Assignment]

TRADEMARK  
REEL: 003302 FRAME: 0626



**SCHEDULE A  
UNITED STATES**

**CELLULAR ONE TRADEMARKS**

<b>Our Ref.</b>	<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
	C1 CELLULAR ONE and Design	73/495,420	08/17/1984	1,358,454	09/03/1985
65356		73/588,355	03/17/1986	1,478,343	03/01/1988
65357		73/588,356	03/17/1986	1,446,814	07/07/1987
65359		73/658,269	05/01/1987	1,519,212	01/03/1989
65413		73/675,412	07/30/1987	1,517,480	12/20/1988
	CELLULAR ONE and Design	73/675,412	07/30/1987	1,517,480	12/20/1988
65358		73/700,590	12/14/1987	1,518,318	12/27/1988

Our Ref.	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
65362	<b>CELLULARONE</b> CELLULARONE (Stylized)	74/223,492	11/20/1991	1,947,105	01/09/1996
65361	<b>CELLULARONE</b> CELLULARONE (Stylized)	74/223,493	11/20/1991	1,839,076	06/07/1994
65364	<b>CELLONE</b> CELLONE (Stylized)	74/252,908	03/05/1992	2,019,447	11/26/1996
65365	CLEAR ACROSS AMERICA	74/322,407	10/14/1992	1,907,932	07/25/1995
65367	CLEAR ACROSS AMERICA	74/322,658	10/14/1992	1,935,753	11/14/1995
65366	CELLULAR ONE	74/613,079	12/20/1994	1,983,566	07/02/1996
65374	<b>CELLULARONE</b>	74/665,818	04/25/1995	2,449,344	05/08/2001
65377	<b>CELLULARONE</b>	74/689,097	06/15/1995	2,031,598	01/21/1997
65375	<b>TELCOM</b> by <b>CELLULARONE</b>	75/010,427	10/25/1995	2,408,955	11/28/2000
65376	<b>DISPATCH</b> by <b>CELLULARONE</b>	75/010,428	10/25/1995	2,410,912	12/05/2000




Our Ref.	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
65372	<b>PAGING</b> by <b>CELLULAR ONE</b>	75/010,429	10/25/1995	2,406,504	11/21/2000
65373	<b>LONG DISTANCE</b> by <b>CELLULAR ONE</b>	75/017,997	11/13/1995	2,406,505	11/21/2000
65379	<b>CELLULAR</b>	75/065,997	03/01/1996	2,461,916	06/19/2001
65378	<b>DATA</b> by <b>CELLULAR ONE</b>	75/079,449	03/27/1996	2,510,748	11/20/2001
65380	<b>INTERJET</b> by <b>CELLULAR ONE</b>	75/088,362	04/12/1996	2,482,583	08/28/2001
65416	1-888-CELL ONE	75/099,882	05/07/1996	2,455,585	05/29/2001
65381	1-888-CELL ONE	75/099,885	05/07/1996	2,455,586	05/29/2001
65414	1-800-CELL ONE	75/105,170	05/16/1996	2,102,886	10/07/1997

Our Ref.	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
65384	<b>CELLULARONE TO ONE</b>	75/206,823	11/27/1996	2,327,034	03/07/2000
65383	<b>LOCAL CALLING</b> by <b>CELLULARONE</b>	75/206,824	11/27/1996	2,510,762	11/20/2001
65382	<b>DIGITAL PCS</b> by <b>CELLULARONE</b>	75/446,278	03/06/1998	2,530,135	01/15/2002
	DIGITAL PCS BY CELLULARONE and Design	75/446,278	03/06/1998	2,530,135	01/15/2002
65385	<b>CELLULARONE 2-3</b>	75/729,080	06/16/1999	2,417,060	01/02/2001
65386	<b>CELLULARONE 2-3</b>	75/729,092	06/16/1999	2,417,061	01/02/2001

<b>Our Ref.</b>	<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
65391	CELLULAR <b>ONE</b> ·2·3	75/729,093	06/16/1999	2,523,174	12/25/2001
65390	CELLULAR <b>ONE</b> ·2·3	75/729,097	06/16/1999	2,443,851	04/17/2001
65389	CELLULAR <b>ONE</b>	75/927,613	02/25/2000	2,414,213	12/19/2000
65388	CELLULAR <b>ONE</b>	75/927,614	02/25/2000	2,415,970	12/26/2000
65394	CELLULAR <b>ONE</b>	75/927,615	02/25/2000	2,412,696	12/12/2000
65393	CELLULAR <b>ONE</b>	75/927,616	02/25/2000	2,412,697	12/15/2000

Our Ref.	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
65395	<b>CELLULARONE</b>	75/927,617	02/25/2000	2,410,886	12/05/2000
65397	<b>CELLULARONE</b> CELLULARONE (Stylized)	75/927,618	02/25/2000	2,616,388	09/10/2002
65398	<b>CELLULARONE</b>	75/927,619	02/25/2000	2,471,336	07/24/2001
65396	<b>CELLULARONE</b>	75/927,620	02/25/2000	2,431,463	02/27/2001
65404	<b>CELLULARONE</b>	75/927,621	02/25/2000	2,499,789	10/23/2001
	<b>CELLULARONE</b>	75/927,622	02/25/2000	2,435,134	03/13/2001

<b>Our Ref.</b>	<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
65415	<b>CELLULARONE</b>	75/927,623	02/25/2000	2,410,887	12/05/2000
65401	<b>CELLULARONE</b>	75/927,624	02/25/2000	2,412,698	12/12/2000
65400	<b>CELLULARONE</b>	75/927,694	02/25/2000	2,521,796	12/25/2001
65403	<b>CELLULARONE</b>	75/927,695	02/25/2000	2,435,136	03/13/2001
65408	<b>CELLULARONE</b> CELLULARONE (Stylized)	75/927,696	02/25/2000	2,412,699	12/12/2000
65418	CELLULAR ONE CONNECT	76/076,902	06/22/2000	2,719,701	05/27/2003

Our Ref.	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
65407	 <p><b>PREPAY CELLULAR</b> by <b>CELLULARONE</b></p>	76/123,635	09/06/2000	2,506,184	11/13/2001
65409	 <p><b>DIGITAL</b> by <b>CELLULARONE</b></p>	76/123,636	09/06/2000	2,590,732	07/09/2002
65417	 <p><b>SHOP</b> <b>CELLONE</b></p>	76/210,767	02/13/2001	2,671,193	01/07/2003

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