

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Long Lines, LLC		07/31/2006	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The 1818 Mezzanine Fund, II, L.P.		
<b>Street Address:</b>	c/o Brown Brothers Harriman & Co.		
<b>Internal Address:</b>	140 Broadway		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78759068	LONG LINES	
<b>Serial Number:</b>	78759065	LONG LINES	
<b>Serial Number:</b>	78759063	LONG LINES WIRELESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)373-0413		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-373-3000		
<b>Email:</b>	dgoldstein@paulweiss.com		
<b>Correspondent Name:</b>	Doron S. Goldstein		
<b>Address Line 1:</b>	1285 Avenue of the Americas		
<b>Address Line 2:</b>	Paul, Weiss, Rifkind, Wharton & Garrison		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6064		
<b>ATTORNEY DOCKET NUMBER:</b>	08179-149		

CH \$90.00 78759068

NAME OF SUBMITTER:	Doron S. Goldstein
Signature:	/dsg/
Date:	08/22/2006
<b>Total Attachments: 8</b> source=security agreement#page1.tif source=security agreement#page2.tif source=security agreement#page3.tif source=security agreement#page4.tif source=security agreement#page5.tif source=security agreement#page6.tif source=security agreement#page7.tif source=security agreement#page8.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Intellectual Property Security Agreement"), dated as of July 31, 2006, is made by Long Lines, LLC, a Delaware limited liability company ("Grantor"), in favor of The 1818 Mezzanine Fund, II, L.P., a Delaware limited partnership ("Grantee").

### WITNESSETH:

**WHEREAS**, reference is made to that certain Securities Purchase Agreement, dated as of December 12, 2005 and amended by that certain First Amendment to Securities Purchase Agreement, dated as of July 31, 2006 (as amended, supplemented, restated or otherwise modified from time to time, the "Securities Purchase Agreement"), by and among Grantor, as "borrower" and Grantor Communications, LLC and certain subsidiaries of Grantor as signatories thereto as Loan Parties, the other parties named therein, and Grantee, pursuant to which, subject to certain terms and conditions, Grantee have agreed to make certain loans and other extensions of credit to Grantor;

**WHEREAS**, the loans and other extensions of credit by Grantee to Grantor are evidenced by the Securities Purchase Agreement and that certain Subordinated Secured Promissory Note in the aggregate principal amount of \$9,000,000.00, with a maturity of January 31, 2013, as first issued on December 12, 2005 and amended on July 31, 2006 (as may be amended, supplemented or restated from time to time in accordance with its terms, together with all notes issued in connection with the substitution, replacement or transfer thereof, the "Notes");

**WHEREAS**, Grantor and Grantee hereby agree that, as used hereinafter, the term "Loans" shall mean and include all Obligations from time to time extended and made available to Grantor in an aggregate principal amount as of the date hereof NINE MILLION AND NO/100 DOLLARS (\$9,000,000.00) at any one time outstanding, all as defined in the Securities Purchase Agreement;

**WHEREAS**, the obligations of Grantor to repay advances and other extensions of credit made pursuant to the Loans are evidenced by the Securities Purchase Agreement, the Notes and the other Financing Documents as defined in the Securities Purchase Agreement;

**WHEREAS**, Grantor has determined that its execution, delivery and performance of the Securities Purchase Agreement and other Financing Documents directly benefit, and are within the corporate purposes and in the best interests of, Grantor; and

**WHEREAS**, as a condition precedent to Grantee entering into certain amendments to the Securities Purchase Agreement and other Financing Documents and pursuant to the Securities Purchase Agreement, Grantee required Grantor to, and Grantor was willing to, execute this Intellectual Property Security Agreement securing the payment and performance by Grantor of their Obligations (as defined in the Securities Purchase Agreement) and other covenants under the Securities Purchase Agreement, the Notes and the other Financing Documents executed by Grantor in connection therewith;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Section 1 to the Securities Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations of Grantor now or hereafter existing from time to time, Grantor hereby pledges and grants to Grantee, a continuing second 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 "Intellectual Property Collateral"):

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

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

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

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

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

(f) 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 Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Grantee in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual

Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements, all action necessary or desirable to protect and perfect Grantee's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Grantee pursuant to the Securities Purchase Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Securities Purchase Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.


6. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Securities Purchase Agreement.

7. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 5 hereof, this Intellectual Property Security Agreement shall terminate upon the satisfaction by Grantor and its affiliates of their respective obligations under the Securities Purchase Agreement, the Notes, and the Financing Documents.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

**LONG LINES, LLC**

By:   
Name: Brent Larson  
Title: CEO

ACCEPTED and ACKNOWLEDGED by:

THE 1818 MEZZANINE FUND II, L.P.  
By: Brown Brothers Harriman & Co.  
its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

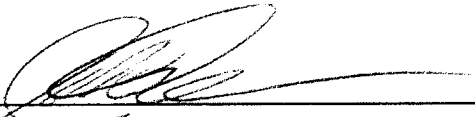
**IN WITNESS WHEREOF**, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**LONG LINES, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED and ACKNOWLEDGED by:

THE 1818 MEZZANINE FUND II, L.P.  
By: Brown Brothers Harriman & Co.  
its General Partner

By:  \_\_\_\_\_  
Name: **Joseph P. Donlan**  
Title: **Managing Director**

Signature Page to Intellectual Property Security Agreement

**TRADEMARK**  
**REEL: 003374 FRAME: 0350**

**SCHEDULE I**  
**to**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

I. PATENTS

None.

II. PATENT APPLICATIONS

None.

III. PATENT LICENSES

None.



**SCHEDULE II**  
**to**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

I. REGISTERED TRADEMARKS

None.

II. TRADEMARK APPLICATIONS

**U.S. Trademark Applications**

<b><u>Mark</u></b>	<b><u>Application No.</u></b>	<b><u>Date</u></b>
Long Lines	78/759,068	11/22/2005
Long Lines (design)	78/759,065	11/22/2005
Long Lines Wireless	78/759,063	11/22/2005

III. TRADEMARK LICENSES

<b><u>Name of Agreement</u></b>	<b><u>Date of Agreement</u></b>	<b><u>Parties</u></b>
CellularOne Brand Agreement*		Dobson Communications Corporation (Licensor) and Long Lines, LLC (Licensee)

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\* To be transferred in connection with the sale of Iowa 15 Wireless, LLC.

**SCHEDULE III**  
**to**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

I. REGISTERED COPYRIGHTS

None.

II. COPYRIGHT APPLICATIONS

None.

III. COPYRIGHT LICENSES

None.