

**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		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cellular One Group		12/30/2005	General Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<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		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78773491	PREPAID BY CELLULARONE	
<b>Serial Number:</b>	78773645	PREPAID BY CELLULARONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(203)975-7180		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	203-353-6834		
<b>Email:</b>	clondon@eapdlaw.com		
<b>Correspondent Name:</b>	Edwards Angell Palmer & Dodge LLP		
<b>Address Line 1:</b>	301 Tresser Boulevard		
<b>Address Line 2:</b>	Paralegal Christina London		
<b>Address Line 4:</b>	Stamford, CONNECTICUT 06901		
<b>ATTORNEY DOCKET NUMBER:</b>	35856.66044 CELLULARONE		
<b>NAME OF SUBMITTER:</b>	Christina London		

CH \$65.00 78773491

Signature:	/christina london/
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Date:	11/08/2006
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**Total Attachments: 6**  
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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

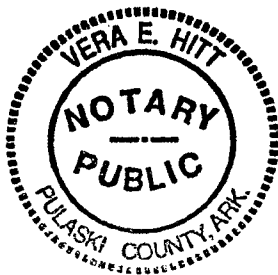
By: John A. Ebner  
Name: John A. Ebner  
Title: Treasurer

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: 003424 FRAME: 0663

**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>
66044 (1)	PREPAID BY CELLULARONE	78/773,491	Dec. 14, 2005	N/A	N/A
66044 (2)	PREPAID BY CELLULARONE	78/773,645	Dec. 14, 2005	N/A	N/A

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