

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	11/03/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MetroPCS, Inc.		03/29/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	MetroPCS Wireless, Inc.
Street Address:	8144 Walnut Hill Lane, Suite 800
City:	Dallas
State/Country:	TEXAS
Postal Code:	75231
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2977779	@METRO
Serial Number:	78932723	ECOSAVE
Registration Number:	2967544	FREEDOM PACKAGE
Registration Number:	2957733	GET OFF THE CLOCK
Serial Number:	76628250	GREETMETONES
Serial Number:	76538863	METRO BUCKS
Serial Number:	76361994	METRO CONNECT
Serial Number:	76554518	METRODATA
Registration Number:	2865446	METROPCS
Registration Number:	2784778	METROPCS
Registration Number:	2792316	METROPCS
Serial Number:	78969287	METROWEB
Serial Number:	76603918	MINIMETRO

CH \$515.00 2977779

Serial Number:	76538860	MY METRO
Registration Number:	2792361	PERMISSION TO SPEAK FREELY
Registration Number:	3121250	PICTURE TALK
Registration Number:	2802174	TALK ALL I WANT, ALL OVER TOWN
Registration Number:	2923692	TEXT-TALK
Registration Number:	3166669	TRAVELTALK
Registration Number:	2957734	WIRELESS IS NOW MINUTELESS

CORRESPONDENCE DATA

Fax Number: (214)969-4343
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2149692800
Email: kthiesse@akingump.com
Correspondent Name: Karen L. Thiesse
Address Line 1: 1700 Pacific Ave, Suite 4100
Address Line 4: Dallas, TEXAS 75201-4675

ATTORNEY DOCKET NUMBER:	684096-0001
NAME OF SUBMITTER:	Karen Thiesse
Signature:	/Karen Thiesse/
Date:	04/03/2007

Total Attachments: 9
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MASTER TRADEMARK ASSIGNMENT

This Assignment ("Assignment"), effective as of November 3, 2006, is entered into as a result of a corporate merger as shown in Exhibit A, and is made between MetroPCS, Inc., a corporation organized and existing under the laws of the state of Delaware ("ASSIGNOR"), and MetroPCS Wireless, Inc., a corporation organized and existing under the laws of the state of Delaware ("ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of all right, title and interest of whatever kind in and to the trademarks, trademark applications, and trademark registrations (the "Marks") set forth in Exhibit B, attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized thereby in connection with the goods and/or services which the Marks are used (the "Products and Services");

WHEREAS, ASSIGNEE is desirous of acquiring the Marks, and is desirous of acquiring the goodwill of the business symbolized by the Marks in the United States and other countries and in connection with such Marks as is deemed necessary by ASSIGNEE;

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute, to ASSIGNEE all of its right, title and interest of whatever kind, in and to the Marks, together with the goodwill of the business symbolized in and to the Marks;

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE, its successors and assigns, all of ASSIGNOR'S right, title, and interest of whatever kind in and to (i) the Marks including all applications and registrations thereof and the Certificates of Registration issued therefore, and any and all renewals thereof for the Marks, together with all goodwill pertaining thereto in such countries and in connection with such Marks as is deemed necessary by ASSIGNEE; (ii) all income, royalties, damages and payments which hereafter become due or payable in respect of the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks; (iii) all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for present or future infringement thereof; and (iv) all rights corresponding to the foregoing throughout the world.

ASSIGNOR hereby authorizes the appropriate empowered officials in the appropriate governmental offices in jurisdictions throughout the world to transfer all registrations and applications for the Marks to ASSIGNEE as ASSIGNEE of the entire right, title and interest therein, or otherwise as ASSIGNEE may direct, in accordance with this instrument of assignment, and to issue to ASSIGNEE all registrations which may issue with respect to any trademark applications included in the Marks, in accordance with this Master Trademark Assignment.

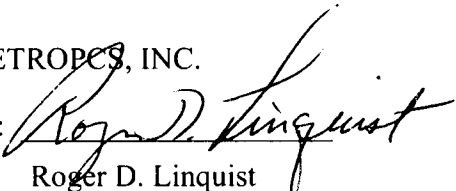
ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary or appropriate for securing, completing, or vesting in ASSIGNEE all of ASSIGNORS full right, title, and interest in the Marks.

MASTER TRADEMARK ASSIGNMENT

IN WITNESS WHEREOF, ASSIGNOR has caused its duly authorized representative to execute, notarize, and deliver this Assignment, effective as of the day and year first above written.

METROPCS, INC.

By:

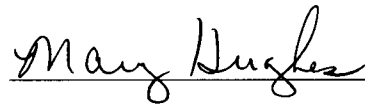

Roger D. Linquist
President and CEO

ACKNOWLEDGEMENT

State of Texas
County of Dallas

On March 29, 2007, before me, Mary Hughes, Notary Public, personally appeared Roger D. Linquist proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

 03/29/2007

Signature of Notary Public

[SEAL]



MASTER TRADEMARK ASSIGNMENT

EXHIBIT A

Certificate of Merger

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"METROPCS III, INC.", A DELAWARE CORPORATION,

"METROPCS II, INC.", A DELAWARE CORPORATION,

"METROPCS, INC.", A DELAWARE CORPORATION,

"METROPCS IV, INC.", A DELAWARE CORPORATION,

WITH AND INTO "METROPCS WIRELESS, INC." UNDER THE NAME OF "METROPCS WIRELESS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRD DAY OF NOVEMBER, A.D. 2006, AT 4:56 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



2527451 8100M

061013545

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5171761

DATE: 11-03-06

TRADEMARK

REEL: 003512 FRAME: 0957

CERTIFICATE OF MERGER

MERGING

**METROPCS IV, INC.
METROPCS III, INC.
METROPCS II, INC.
METROPCS, INC.**

(each a Delaware Corporation)

WITH AND INTO

METROPCS WIRELESS, INC.

(a Delaware Corporation)

Pursuant to the Delaware General Corporation Law (the "DGCL"), MetroPCS Wireless, Inc., a Delaware corporation ("MetroPCS Wireless"), certifies as follows:

FIRST: The name and state of jurisdiction of incorporation of each of the constituent corporations that are to merge are as follows:

<u>Name</u>	<u>State of Domicile</u>
MetroPCS Wireless, Inc.	Delaware
MetroPCS IV, Inc.	Delaware
MetroPCS III, Inc.	Delaware
MetroPCS II, Inc.	Delaware
MetroPCS, Inc.	Delaware

SECOND: An Agreement and Plan of Merger (the "Merger Agreement") between MetroPCS Wireless, MetroPCS IV, Inc. ("MetroPCS IV"), MetroPCS III, Inc. ("MetroPCS III"), MetroPCS II, Inc. ("MetroPCS II") and MetroPCS, Inc. ("MetroPCS" and collectively with MetroPCS Wireless, MetroPCS IV, MetroPCS III, MetroPCS II, the "Constituent Corporations"), has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations in accordance with the provisions of Section 251 of the DGCL providing for the merger of MetroPCS IV, MetroPCS III, MetroPCS II and MetroPCS with and into MetroPCS Wireless, with MetroPCS Wireless being the surviving corporation (the "Merger").

THIRD: The name of the surviving corporation of the Merger is MetroPCS Wireless, Inc.

FOURTH: The certificate of incorporation of MetroPCS Wireless in effect immediately prior to the Merger will not be amended, restated or otherwise affected by the Merger and will be the certificate of incorporation of the Surviving Corporation until such time as it may be amended, modified or otherwise changed in accordance with applicable law.

FIFTH: The executed Merger Agreement is on file at the principal place of MetroPCS Wireless, the address of which is 8144 Walnut Hill Lane, Suite 800, Dallas, Texas 75231.

SIXTH: A copy of the Merger Agreement will be furnished by MetroPCS Wireless, on request and without cost, to any stockholder of the Constituent Corporations.

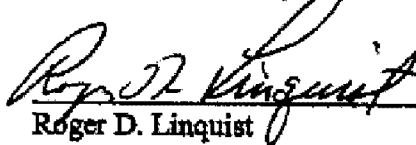
SEVENTH: The Merger will become effective at the time of filing with the Secretary of State of the State of Delaware.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, MetroPCS Wireless has caused this Certificate of Merger to be duly executed on November 3, 2006.

METROPCS WIRELESS, INC.

By:



Roger D. Linquist
President and Chief Executive Officer

MASTER TRADEMARK ASSIGNMENT

EXHIBIT B

TRADEMARKS

<u>MARK:</u>	<u>COUNTRY:</u>	<u>APPLICATION</u>	<u>REGISTRATION</u>
1. METROPCS	CANADA	1,140,526	N/A
2. METROPCS	CANADA	1,142,618	N/A
3. METROPCS (STYLIZED)	CANADA	1,142,617	N/A
4. METROPCS (STYLIZED)	CANADA	1,140,527	N/A
5. PERMISSION TO SPEAK FREELY	CANADA	1,145,426	N/A
6. METROPCS	MEXICO	546980	781654
7. METROPCS	MEXICO	549698	782325
8. METROPCS (STYLIZED)	MEXICO	549699	782326
9. METROPCS (STYLIZED)	MEXICO	546981	784304
10. PERMISSION TO SPEAK FREELY	MEXICO	39,857	N/A
11. @METRO	U.S.	76/554,523	2,977,779
12. ECOSAVE	U.S.	78/932,723	N/A
13. FREEDOM PACKAGE	U.S.	76/361,998	2,967,544
14. GET OFF THE CLOCK	U.S.	76/538,861	2,957,733
15. GREETMETONES	U.S.	76/628,250	N/A
16. METRO BUCKS	U.S.	76/538,863	N/A
17. METRO CONNECT	U.S.	76/361,994	N/A
18. METRO TONES	U.S.	PENDING	N/A
19. METRODATA	U.S.	76/554,518	N/A
20. METROPCS	U.S.	76/337,997	2,865,446
21. METROPCS (STYLIZED)	U.S.	76/337,467	2,784,778

MASTER TRADEMARK ASSIGNMENT

<u>MARK:</u>	<u>COUNTRY:</u>	<u>APPLICATION</u>	<u>REGISTRATION</u>
22. METROPCS (STYLIZED)	U.S.	76/344,650	2,792,316
23. METROWEB	U.S.	78/969,287	N/A
24. MINIMETRO	U.S.	76/603,918	N/A
25. MY METRO	U.S.	76/538,860	N/A
26. PERMISSION TO SPEAK FREELY	U.S.	76/356,356	2,792,361
27. PICTURE TALK	U.S.	76/604,270	3,121,250
28. TALK ALL I WANT, ALL OVER TOWN	U.S.	76/496,591	2,802,174
29. TEXT-TALK	U.S.	76/361,999	2,923,692
30. TRAVELTALK	U.S.	78/650,979	3,166,669
31. WIRELESS IS NOW MINUTELESS	U.S.	76/538,862	2,957,734