

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CoBank ACB		07/27/2005	Chartered Agricultural Credit Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Midwest Wireless Communications, L.L.C.		
Street Address:	2000 Technology Drive		
Internal Address:	PO BOX 4069		
City:	Mankato		
State/Country:	MINNESOTA		
Postal Code:	56002		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2579044	CLEAR WAVE	
Registration Number:	2556358	CLEARLY DIGITAL	
Registration Number:	2346311	MIDWEST WIRELESS COMMUNICATIONS L.L.C.	
Registration Number:	2482923	MIDWEST WIRELESS COMMUNICATIONS L.L.C.	
CORRESPONDENCE DATA			
Fax Number:	(501)905-5489		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	501-905-5749		
Email:	karen.feltner@alltel.com		
Correspondent Name:	Karen Feltner		
Address Line 1:	One Allied Drive		
Address Line 2:	B01F06-Legal		
Address Line 4:	Little Rock, ARKANSAS 72202		
NAME OF SUBMITTER:	William P. Creasman		

CH \$115.00 2579044

900088528

TRADEMARK
REEL: 003633 FRAME: 0636

Signature:	/William P. Creasman/
Date:	10/04/2007
Total Attachments: 4 source=Acknowledgment of Repayment MWW (CoBank)#page1.tif source=Acknowledgment of Repayment MWW (CoBank)#page2.tif source=Acknowledgment of Repayment MWW (CoBank)#page3.tif source=Acknowledgment of Repayment MWW (CoBank)#page4.tif	

**ACKNOWLEDGMENT OF REPAYMENT
AND RELEASE OF SECURITY INTEREST**

1. CoBank, ACB as Lender (the "Lender") refers to the Second Amended and Restated Loan Agreement dated as of July 27, 2005 (as amended, amended and restated, supplemented or otherwise modified through the date hereof the "Loan Agreement") among Midwest Wireless Holdings L.L.C., and its affiliates Midwest Wireless Communications L.L.C., Midwest Wireless Iowa L.L.C., and Midwest Wireless Wisconsin L.L.C. (collectively, the "Borrowers") and the Lender. Capitalized terms used but not defined herein are used as defined in the Loan Agreement.

2. The Lender hereby acknowledges the receipt on October 3, 2006 (the "Payment Date") of \$88,564,063.14, in the form of a wire transfer in immediately available funds, from Alltel Corporation ("Alltel") on behalf of the Borrowers, representing \$88,500,000.00 in payment of the principal amount and \$64,063.14 in payment of accrued interest and fees thereon (including \$21,354.38 of one day in per diem expense) to but excluding the Payment Date. Such amounts represent payment in full and discharge of all outstanding principal of; premium, if any, and accrued interest on, all Advances, all fees, and all other amounts and all other obligations of the Borrowers, Alltel and any of their respective Affiliates and predecessors now due and owing under the Loan Agreement, except for indemnities and similar costs and expenses which by the terms of the Loan Agreement and the other Loan Documents survive the repayment of the Loans and the termination of the Commitments (collectively, the "Continuing Obligations"). The Lender hereby further acknowledges that the Borrowers, Alltel and any of their respective Affiliates and predecessors, shall have no further indebtedness, liabilities or obligations under or in respect of the Loan Agreement and any of the other Loan Documents (including, without limitation, any Notes, the Security Documents and the Related Interest Rate Agreements), all of which may have been modified or amended from time to time, owing to the Lender except the Continuing Obligations.

3. The Lender hereby acknowledges that effective on the Payment Date immediately upon receipt of the payments referred to in paragraph 2 above, the liens and security interests of whatever nature on property of the Borrowers created in favor of the Lender for the benefit of the Secured Parties under the Security Documents and any other documents are terminated, released and surrendered.

4. The Lender authorizes the Borrowers to file, at their own cost and expense, (i) UCC-3 financing statement amendments, releases or terminations, as appropriate, terminating any and all UCC filings naming the Lender and/or the Lenders as secured parties and satisfactions of deeds of trust and/or mortgages naming the Lender and/or the Lenders as beneficiaries, from time to time for the benefit of the Borrowers in appropriate form to evidence the matters referred to in paragraph 3 above and for filing in the offices and jurisdictions that the Borrowers reasonably deem necessary or appropriate for or to give effect to the foregoing and (ii) such other releases, terminations or documents (including an execution copy of this letter) from time to time for the benefit of the Borrowers to evidence the matters referred to in paragraph 3 above that the Borrowers reasonably deem necessary or appropriate for or to give

effect to the foregoing, including, without limitation, to effect the termination of control agreements with banking institutions and landlord waivers for the benefit of the Lender.

5. The Lender will, at the sole cost and expense of the Borrowers, from time to time promptly execute and deliver to the Borrowers such documents as the Borrowers may reasonably request to evidence the matters referred to in paragraph 3 above (including, without limitation, returning the originals of any Notes held by the Lender).

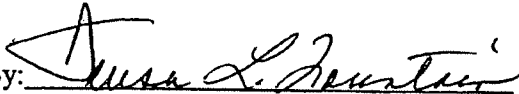
6. The parties hereto acknowledge that the Commitments have been terminated and that the Lender shall be under no obligation to extend any additional credit pursuant to the Loan Agreement.

7. This Acknowledgment of Repayment and Release of Security Interest is dated as of the Payment Date, and shall be governed by and construed in accordance with the laws of the State of New York.

8. This Acknowledgment may be executed in multiple identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to be one and the same Acknowledgment. A facsimile or other electronically transmitted copy of this Acknowledgment shall have the same force and effect as an original hereof personally delivered to the intended recipient.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

CoBank, ACB

By: 
Name: Teresa L. Fountain
Title: Assistant Corporate Secretary

ACKNOWLEDGED AND AGREED:

Alltel Corporation

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

CoBank, ACB

By: _____
Name: Teresa L. Fountain
Title: Assistant Corporation Secretary

ACKNOWLEDGED AND AGREED:

Alltel Corporation

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