

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CORR WIRELESS COMMUNICATIONS, L.L.C.		10/31/2007	LIMITED LIABILITY COMPANY: ALABAMA
RECEIVING PARTY DATA			
Name:	CIT LENDING SERVICES CORPORATION, as Agent for Lenders		
Street Address:	44 Whippany Road		
City:	Morristown		
State/Country:	NEW JERSEY		
Postal Code:	07960		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77056583	CORR AS U GO BY CORRWIRELESS	
CORRESPONDENCE DATA			
Fax Number:	(404)888-4190		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(404) 888-4000		
Email:	rcherry@hunton.com		
Correspondent Name:	Timothy V. Johnson, Esq.		
Address Line 1:	Hunton & Williams LLP		
Address Line 2:	600 Peachtree Street, NE, Suite 4100		
Address Line 4:	Atlanta, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	64526.019 CIT/CORR WIRELE		
NAME OF SUBMITTER:	Timothy V. Johnson, Esq.		
Signature:	/s/ Timothy V. Johnson, Esq.		

CH \$40.00 77056583

Date:

11/01/2007

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 31, 2007, by CORR WIRELESS COMMUNICATIONS, L.L.C., an Alabama limited liability company ("Grantor"), in favor of CIT LENDING SERVICES CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders ("Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan Agreement, dated as of December 29, 2005, by and among Grantor, the other Persons party thereto from time to time as Credit Parties, Agent and the Persons party thereto from time to time as Lenders (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Lenders have agreed to make the Loans for the benefit of Borrower;

WHEREAS, Agent and Lenders are willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Lenders, that certain Security Agreement, dated as of December 29, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lenders, this Agreement;

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

1. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Loan Agreement.

2. Grant of Security Interest in Trademark Collateral. Grantor hereby grants to Agent, for the benefit of Lenders, a continuing first 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 "Trademark Collateral");

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

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

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

(d) 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 Trademark or Trademark licensed under any Trademark License, or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signatures appear on the following pages]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its Authorized Officer as of the date first set forth above.

GRANTOR:

CORR WIRELESS COMMUNICATIONS, L.L.C.

By: Corr, Inc.
Its: Manager and Sole Member

By: *Bryan A. Corr, Sr.*
Name: Bryan A. Corr, Sr.
Title: President

ACKNOWLEDGMENT OF GRANTOR

STATE OF ALABAMA)
COUNTY OF BLOUNT)

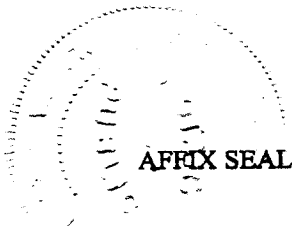
ss.

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Bryan A. Corr, Sr., whose name as President of Corr, Inc., a corporation, acting in its capacity as the Manager and Sole Member of Corr Wireless Communications, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer of said corporation, acting in its capacity as the Manager and Sole Member of said limited liability company, and with full authority, executed the same voluntarily for and as the act of said corporation acting in its capacity as such Manager and Sole Member.

Given under my hand on this 24th day of October, 2007.

Thomas A. Huber
Notary Public

My commission expires: 9/2/09



[signatures continue on the following page]

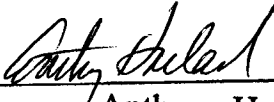
Signature Page

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698137

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

CIT LENDING SERVICES CORPORATION

By: 
Name: Anthony Holland
Title: Vice President

Signature Page

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698137

TRADEMARK
REEL: 003652 FRAME: 0285

Schedule I
to
Trademark Security Agreement

<u>Published Trademarks</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Publication Date</u>
CORR AS U GO BY CORRWIRELESS	Corr Wireless Communications, L.L.C.	77/056583	07/24/2007

Schedule I

Trademark Security Agreement
698137

RECORDED: 11/01/2007

**TRADEMARK
REEL: 003652 FRAME: 0286**