

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated IP Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Long Lines Wireless, LLC		09/26/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	201 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3236322	LONG LINES	
Registration Number:	3236321	LONG LINES	
Serial Number:	78759063	LONG LINES WIRELESS	
Serial Number:	78774274	IMPOSSIBLE ISN'T	
Serial Number:	77282470	MIND	
Serial Number:	77282473	MIND COMMUNICATIONS	
CORRESPONDENCE DATA			
Fax Number:	(404)815-6555		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	4048156500		
Email:	nedwards@kilpatrickstockton.com		
Correspondent Name:	William H. Brewster		
Address Line 1:	1100 Peachtree Street, Suite 2800		
Address Line 2:	Kilpatrick Stockton LLP		
Address Line 4:	Atlanta, GEORGIA 30309		

OP \$165.00 3236322

ATTORNEY DOCKET NUMBER:	G23770-348618
NAME OF SUBMITTER:	William H. Brewster
Signature:	/whb/
Date:	11/14/2007
<p>Total Attachments: 8</p> <p>source=348618 - AR IP Security Agreement#page1.tif</p> <p>source=348618 - AR IP Security Agreement#page2.tif</p> <p>source=348618 - AR IP Security Agreement#page3.tif</p> <p>source=348618 - AR IP Security Agreement#page4.tif</p> <p>source=348618 - AR IP Security Agreement#page5.tif</p> <p>source=348618 - AR IP Security Agreement#page6.tif</p> <p>source=348618 - AR IP Security Agreement#page7.tif</p> <p>source=348618 - AR IP Security Agreement#page8.tif</p>	

**AMENDED AND RESTATED INTELLECTUAL PROPERTY  
SECURITY AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 26, 2007, is made by LONG LINES, LLC, a Delaware limited liability company and LONG LINES WIRELESS, LLC, a Delaware limited liability company (collectively, the "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as Agent for itself and the benefit of the Lenders ("Agent").

WITNESSETH:

**WHEREAS**, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof by and between Grantor, Agent, and the other Lenders and Credit Parties party thereto (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor; and

**WHEREAS**, the Lenders are willing to make the Loans and to incur the Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent this Intellectual Property Security Agreement;

**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 Annex A to the Credit 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 Agent, for the benefit of the 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 "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 Agent, for the benefit of the Lenders, 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 Agent'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 Agent pursuant to that certain Security Agreement, by and among Grantor, the other Credit Parties party thereto, and Agent, dated as of even date herewith. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Intellectual Property 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.

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 Credit Agreement.

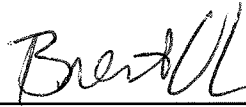
7. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 5 hereof, this Intellectual Property Security Agreement shall terminate upon the Commitment Termination Date.

*[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.

**GRANTORS:**

**LONG LINES, LLC**

By:   
Name: Brent Olson  
Title: Chief Financial Officer

**LONG LINES WIRELESS, LLC**

By:   
Name: Brent Olson  
Title: Chief Financial Officer

**ACCEPTED and ACKNOWLEDGED by:**

**GENERAL ELECTRIC CAPITAL CORPORATION,**  
as Agent

By: Julia R Meade  
Name: Julia R Meade  
Title: Its Duly Authorized Signatory

**SCHEDULE I**  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT  
  
Patent Registrations, Applications and Licenses

None.



**SCHEDULE II**  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT  
  
**Trademark Registrations, Applications and Licenses**

<b><u>U.S. Trademarks/Applications</u></b>		
<b><u>Mark</u></b>	<b><u>Filing Date</u></b>	<b><u>Registration/Application No.</u></b>
Long Lines		Registration No. 3,236,322
Long Lines (design)		Registration No. 3,236,321
Long Lines Wireless	11/22/2005	Application No. 78/759,063
Impossible Isn't	12/15/2005	Application No. 78/774,274
Mind	9/17/07	Serial No. 77282470
Mind Communications	9/17/07	Serial No. 77282473

**State Trademark Registrations**

None.

**State Trademark Applications**

None.

**Non-U.S. Trademark Registrations**

None.

**Non-U.S. Trademark Applications**

None.

**SCHEDULE III**  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyright Registrations, Applications and Licenses

None.