

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ZELIENOPE COMMUNICATIONS, LLC		12/17/2007	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	YOUGHIOGHENY COMMUNICATIONS-IP, LLC
<b>Street Address:</b>	2819 NW LOOP 410
<b>City:</b>	SAN ANTONIO
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	78230
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	3330359	POCKET PCS
Serial Number:	77045413	POCKET COMMUNICATIONS
Serial Number:	77045409	POCKET COMMUNICATIONS
Serial Number:	77041120	
Serial Number:	77975084	
Serial Number:	77041265	
Serial Number:	77975085	
Serial Number:	77045415	POCKET COMMUNICATIONS
Serial Number:	77045624	POCKET COMMUNICATIONS
Registration Number:	3098763	POCKET COMMUNICATIONS
Serial Number:	77313845	NOW THAT'S SMART WIRELESS
Serial Number:	77313768	NOW THAT'S SMART WIRELESS

**CORRESPONDENCE DATA**

Fax Number: (210)354-4034  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 210-225-5000  
Email: ip@trpsalaw.com  
Correspondent Name: Cline H. White, Tuggey Rosenthal et al.  
Address Line 1: 755 East Mulberry Ave.  
Address Line 2: Suite 200  
Address Line 4: San Antonio, TEXAS 78212

ATTORNEY DOCKET NUMBER:	73929.00003
NAME OF SUBMITTER:	CLINE H. WHITE
Signature:	/clinehwhite/
Date:	12/18/2007

**Total Attachments: 3**

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**ASSIGNMENT OF INTENT-TO-USE TRADEMARK APPLICATION**

WHEREAS, Zelianople Communications, LLC, a Delaware limited liability company ("Assignor"), having its principal offices at 2819 NW Loop 410, San Antonio, TX 78230, has a bona fide intent to use and filed intent to use trademark applications listed on Exhibit A hereto now pending in the United States Patent and Trademark Office.

WHEREAS, Youghioghny Communications-IP, LLC, a Delaware limited liability company ("Assignee"), with its principal offices located at 2819 NW Loop 410, San Antonio, TX 78230, is the successor to the business to which the marks pertain.

NOW, THEREFORE, in consideration of the sum of One Hundred Dollars (\$100.00) to the said ASSIGNOR in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the said ASSIGNOR do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said trademark(s), and the said United States application(s) and all trademarks of the United States which may be granted thereon, and all renewals or reissues thereof; and all applications for trademarks which may hereafter be filed for said mark in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Trademark Laws of the United States or any international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; together with the goodwill of the business symbolized by the trademark(s) and said applications to register said trademark(s); and any and all causes of action thereto that may have heretofore accrued in ASSIGNOR's favor.

AND I HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue trademarks, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND I HEREBY covenant that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND I HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting said mark, and testify in any legal proceeding, sign all lawful papers, execute all divisions, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper trademark protection for said mark in all countries.

IN TESTIMONY WHEREOF, I hereunto set our hands and seal this 17<sup>th</sup> day of December, 2007.

Paul Posner  
Name: Paul Posner  
Title: President

STATE OF TEXAS

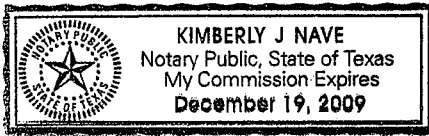
§  
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COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared Paul Posner in his capacity as President of Zelianople Communications, LLC, known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his free act and deed.

GIVEN under my hand and seal of office this 17th day of December, 2007.

(Notary Seal)



[Signature]  
Notary Public, State of Texas

Kimberly NAVE  
Printed Name of Notary  
Commission Expires 12-19-09

-- OR --

STATE OF TEXAS

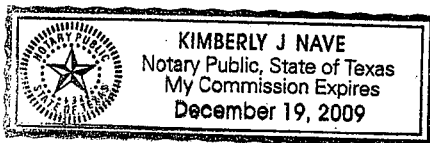
§  
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COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared Paul Posner in his capacity as President of Zelianople Communications, LLC, known to me to be the person of that name, who signed the foregoing instrument, and acknowledged that he executed the foregoing on behalf of said assignor and pursuant to authority duly received.

GIVEN under my hand and seal of office this 17th day of December, 2007.






(Notary Seal)



[Signature]  
Notary Public, State of Texas

Kimberly NAVE  
Printed Name of Notary  
Commission Expires 12-19-09

**EXHIBIT A**

MARK	REG. NO./ SER. NO.	ISSUED/ FILED
POCKET PCS	3,330,359 78/195,365	11/6/07 12/17/02
POCKET COMMUNICATIONS	- 77/045,413	- 11/16/06
	- 77/045,409	- 11/16/06
	- 77/041,120	- 11/10/06
	- 77/975,084	- 11/10/06
	- 77/041,265	- 11/10/06
	- 77/975,085	- 11/10/06
POCKET COMMUNICATIONS	- 77/045,415	- 11/16/06
POCKET COMMUNICATIONS	- 77/045,624	- 11/16/06
POCKET COMMUNICATIONS	3,098,763 78/195,361	5/30/06 12/17/02
NOW THAT'S SMART WIRELESS	- 77/313,845	- 10/25/07
NOW THAT'S SMART WIRELESS	- 77/313,768	- 10/25/07