

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
Lehman Commercial Paper Inc.		02/21/2008	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	SunCom Wireless Operating Company, L.L.C.
Street Address:	1100 Cassatt Road
City:	Berwyn
State/Country:	PENNSYLVANIA
Postal Code:	19312
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2437645	M-NET
Registration Number:	2464250	M-NET
Registration Number:	2444928	OH, THE PLACES YOU'LL GO!
Registration Number:	2448313	WE GET IT
Serial Number:	76528689	SEE FREE, CALL FREE
Serial Number:	76528691	THE POWER OF UN
Serial Number:	75618959	THE ONLY PHONE COMPANY YOU'LL EVER NEED

CORRESPONDENCE DATA

Fax Number: (202)776-4981

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (202) 776-2929

Email: trademark@dowlohnes.com

Correspondent Name: Mitchell H. Stabbe

Address Line 1: 1200 New Hampshire Avenue, N.W.

Address Line 2: Suite 800

900099731

TRADEMARK
REEL: 003723 FRAME: 0449

CH \$190.00 2437645

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:

50035.0008:014

NAME OF SUBMITTER:

Mitchell H. Stabbe

Signature:

/Mitchell H. Stabbe/

Date:

02/22/2008

Total Attachments: 5

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE, dated as of February _____, 2008, from Lehman Commercial Paper Inc., a New York corporation, as administrative agent (the "Agent") on behalf of the several banks and other financial institutions (the "Lenders"), to SunCom Wireless Operating Company, L.L.C. (f/k/a Triton PCS Operating Company, L.L.C.), a Delaware limited liability company (the "Company").

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, dated as of November 18, 2004, among SunCom Wireless, Inc. (f/k/a Triton PCS, Inc.), the Guarantors named therein and the Agent (the "Security Agreement") and the Grant of Security Interest in Trademark Rights, dated as of November 18, 2004, between the Agent and the Company, in favor of the Agent on behalf of the Lenders, a continuing security interest (the "Security Interest") was granted by the Company to the Lenders in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, a Notice of Security Interests in Trademarks was recorded in the Assignment Division of the United States Patent and Trademark Office on December 8, 2004, at Reel 2986 and Frame 0333; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby agrees and acknowledges as follows:

1. Definitions. The term "Trademark Collateral" as used herein, shall mean all of the Company's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Security Agreement.
2. Release of Security Interest. The Agent hereby terminates, releases and discharges, without recourse, representation or warranty, its Security Interest in the Trademark Collateral. The Agent acknowledges and agrees that the Security Agreement has been terminated. The Agent hereby authorizes and requests the Director of Patents and Trademarks of the United States of America to record this Termination and Release against the Trademark Collateral.
3. Authority. The Agent hereby represents and warrants that it has full authority to execute and deliver this Termination and Release.

4. Governing Law. This Termination and Release shall be governed by and construed in accordance with the law of the State of New York.

5. Successors. This Termination and Release shall be binding upon the Agent's representatives, successors, assigns and transferees.

6. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination and release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release
by its duly authorized officer as of the date first above written.

LEHMAN COMMERCIAL PAPER INC.,
or an affiliate thereof

By: 
Name: Randall Braunfeld
Title: Authorized Signatory

STATE OF NEW YORK)
 ss.:
COUNTY OF NEW YORK)

On this 21 day of February, 2008, before me personally appeared Randall Braunfeld to me known who, being by me duly sworn, did depose and say that he/she is Authorized Signatory of Lehman Commercial Paper Inc., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by Lehman Commercial Paper Inc.

Julada Harker
Notary Public

(Affix Seal Below)

NEELVADIA HATCHER
Notary Public, State of New York
Registration # 01146082983
Qualified in Kings County
Commission Expires October 21, 20 10

Schedule A

U.S Trademark Registrations & Applications

Trademark Registration	Registration Number
M-NET	2,437,645
M-NET	2,464,250
OH, THE PLACES YOU'LL GO!	2,444,928
WE GET IT	2,448,313

Trademark Application	Application Number
SEE FREE, CALL FREE	76/528,689
THE POWER OF UN	76/528,691
THE ONLY PHONE COMPANY YOU'LL EVER NEED	75/618,959