

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY SECURITY AGREEMENT RECORDED AT REEL 3631 FRAME 0698

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		03/28/2008	BANK:

**RECEIVING PARTY DATA**

<b>Name:</b>	HARGRAY WIRELESS, LLC
<b>Street Address:</b>	c/o Hargray Holdings Corporation
<b>Internal Address:</b>	PO Box 5519
<b>City:</b>	Hilton Head Island
<b>State/Country:</b>	SOUTH CAROLINA
<b>Postal Code:</b>	22938
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	2498046	H
Registration Number:	2231522	H
Registration Number:	2149553	HARGRAY
Serial Number:	76677200	THE PHRASE "SPLIT SECOND WIRELESS"
Serial Number:	76677201	THE PHRASE "H-POD"
Registration Number:	2050170	VIP WATS
Registration Number:	2280362	THE GREAT EIGHT
Registration Number:	2478759	THE SMARTRATE
Registration Number:	2752377	DP

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

OP \$240.00 2498046

Phone: 714-540-1235  
Email: ipdocket@lw.com, kristin.azcona@lw.com  
Correspondent Name: LATHAM & WATKINS LLP  
Address Line 1: 650 Town Center Drive, 20th Floor  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	036711-0084
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	04/01/2008

**Total Attachments: 5**

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**RELEASE OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This RELEASE, dated as of March 28, 2008, is made by Bank of America, N.A., as Administrative Agent and Collateral Agent ("Second Lien Collateral Agent") for the banks and other financial institutions ("Second Lien Lenders") party to that certain Second Lien Credit Agreement, dated as of June 29, 2007 between Hargray Communications Group, Inc. ("HCG"), as the assignee of Hargray Acquisition Co., DPC Acquisition I.L.C, HCP Acquisition, LLC and the Second Lien Lenders ("Credit Agreement"), in favor of Hargray Wireless, LLC, a South Carolina limited liability company ("Wireless") as follows:

**W I T N E S S E T H**

WHEREAS, pursuant to the Second Lien Intellectual Property Security Agreement dated June 29, 2007 ("IP Security Agreement"), and recorded with The United States Patent and Trademark Office on October 1, 2007 at Reel/Frame No. 3631/0613 in connection with the Trademarks; recorded with The United States Patent and Trademark Office on October 1, 2007 at Reel/Frame No. 019904-0804 in connection with the Patents; recorded with The Copyright Office in connection with the Copyrights, Wireless granted Second Lien Collateral Agent a security interest in all of Wireless' right, title and interest in and to the Collateral, including the Patents set forth in Schedule A hereto (the "Patent Collateral"), the Trademarks set forth in Schedule B hereto (the "Trademark Collateral") and the Copyrights set forth in Schedule C hereto (the "Copyright Collateral");

WHEREAS, Wireless has requested that Second Lien Collateral Agent release its security interest in all right, title and interest of Wireless in and to the Patent Collateral, the Trademark Collateral and the Copyright Collateral, as set forth in Schedules A, B and C respectively.

WHEREAS, Capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the IP Security Agreement.

NOW, THEREFORE, effective as of the closing of the Membership Interests Purchase Agreement, dated as of December 3, 2007, by and among HCG and Cricket Communications, Inc., Second Lien Collateral Agent, without recourse, representation or warranty and at Wireless' sole cost and expense, hereby RELEASES all of its right, title and interest in and to the security interests granted to Second Lien Collateral Agent by Wireless pursuant to the IP Security Agreement in all right, title and interest of Wireless in the Collateral as set forth in the IP Security Agreement, including the Patents, Trademarks and Copyrights set forth in Schedules A, B and C, respectively and incorporated herein by reference and the registrations of and applications for said Patents, Trademarks and Copyrights.

Second Lien Collateral Agent agrees to provide Wireless upon its request therefor with any information and additional authorization necessary to effect the release of Wireless' security interest in the Patent Collateral, Trademark Collateral and the Copyright Collateral.

[SIGNATURE PAGE FOLLOWS]

Page 1

TRADEMARK \_\_\_\_\_

REEL: 003750 FRAME: 0571

IN WITNESS WHEREOF, Second Lien Collateral Agent has caused this Release to be duly executed and delivered by its duly authorized officer as of the date first written above.

BANK OF AMERICA, N.A.,  
As Second Lien Collateral Agent under the Credit Agreement

By: *K. Williams*

Name: *Kimberly Williams*

Title: *Vice President*

CERTIFICATION OF ACKNOWLEDGMENT

STATE OF NORTH CAROLINA)  
COUNTY OF MECKLENBURG) ss:

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 28 day of March, 2008 personally appeared Kimberly Williams who, being by me duly sworn, deposes and says that he/she is the Vice President of Second Lien Collateral Agent, a national banking association, and that he/she, as such officer being duly authorized so to do, executed the foregoing instrument for the purposes therein contained as his/her free act and deed and as the full act and deed of such corporation as such officer.

*Debra Hill*  
Notary Public

My Commission Expires:

My Commission Expires November 12, 2011

**SCHEDULE A**

**Patents**

U.S. Patent Application No. 10/755,475

Filed: January 13, 2004

Title: DELIVERING CABLE TELEVISION OVER A NETWORK AGNOSTIC PLATFORM

Inventor: Louis E. Heack

**SCHEDULE B**

**Trademarks**

<b>Entity</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Ser. No.</b>	<b>Filed</b>	<b>Status</b>	<b>Jurisdiction</b>
Hargray Holdings Corporation	[2,498,046]	October 16, 2001	76-081,023	June 29, 2000	Registered	United States
Hargray Holdings Corporation	[2,231,522]	March 16, 1999	75-314,836	June 26, 1997	Registered	United States
Hargray Holdings Corporation	[2,149,553]	April 7, 1998	75-314,837	June 26, 1997	Registered	United States
Hargray Communications Group, Inc.	[N/A]	N/A	Unknown	July 14, 2006	Registered	South Carolina
Hargray Communications Group, Inc.	[N/A]	N/A	Unknown	July 14, 2006	Registered	South Carolina
Hargray Communications Group, Inc.	[N/A]	N/A	76-677200		Pending	United States
Hargray Communications Group, Inc.	[N/A]	N/A	76-677201		Pending	United States
Low Country Carriers	[2,050,170]	April 8, 1997	74-601,549	N/A	Registered	United States
Low Country Carriers	[2,280,362]	September 28, 1999	75-314,833	June 26, 1997	Registered	United States
Low Country Carriers	[2,478,759]	August 21, 2001	75-314,834	June 26, 1997	Registered	United States
Hargray Telephone Company, Inc.	[N/A]	N/A	Unknown	April 30, 1990	Unknown (Registered to Hargray Telephone Company, Inc.; was to expire on April 30, 2000.)	South Carolina
DPC Acquisition LLC	[2,752,377]	August 19, 2003	76-433,592	July 22, 2002	Registered	United States

**SCHEDULE C**

**Copyrights**

Jurisdiction	Title	Registration No.	Registration Date	Record Owner	Status
United States	Wilkes County, NC, telephone directory, 1994-1995	[TX4066604]	3/20/1995	DPC Acquisition LLC	Registered
United States	Shallotte, NC telephone directory, June 1994	[TX4000594]	3/20/1995	DPC Acquisition LLC	Registered