

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alltel Communications, LLC		04/01/2008	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Aricent Holdings Cyprus Ltd.		
Street Address:	700 Hansen Way		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94304		
Entity Type:	COMPANY: CYPRUS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78932661	CELLTOP	
CORRESPONDENCE DATA			
Fax Number:	(650)391-1089		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-391-1088		
Email:	marcia.peterson@aricent.com		
Correspondent Name:	Marcia Peterson		
Address Line 1:	700 Hansen Way		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
NAME OF SUBMITTER:	Shawn M. Soderberg		
Signature:	/Shawn M. Soderberg/		
Date:	04/30/2008		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*"), is made and entered into as of April 1, 2008, by and between Alltel Communications, LLC, a limited liability company, ("*Assignor*"), and Aricent Holdings Cyprus Ltd. ("*Assignee*").

WHEREAS, the Assignor and the Assignee are entering into that certain Asset Purchase Agreement, dated as of the date hereof (the "*Purchase Agreement*"), pursuant to which the Assignee agrees to acquire all of the Assignor's right, title and interest in and to all of the trademarks, service marks, and trade names, together with the goodwill associated with and symbolized by them, as set forth in the Purchase Agreement, including, without limitation, those trademarks, service marks, and trade names listed in Schedule I hereto (all such trademarks, service marks, and trade names referred to collectively as the "*Assigned Trademarks*").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee each hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby accepts from the Assignor, all of Assignor's right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Assigned Trademarks and symbolized thereby, together with the right to sue and recover damages for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Assignor in all matters related to the Assigned Trademarks.

2. Further Assurances. The Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices.

Assignor grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or rules of other entities including but not limited to United States or foreign governments or patent offices, for recordation of this document.

Assignor represents that Assignor has the rights, titles, and interests to convey as set forth herein, and covenants with Assignee that the Assignor has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the right, title, and interest herein conveyed.

3. Miscellaneous. Capitalized terms used without definitions in this Assignment shall have the same meanings ascribed to such capitalized terms in the Purchase Agreement. This Assignment shall be construed and interpreted in accordance with the Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control.

This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

[Signature Page Follows]

SCHEDULE I

ASSIGNED TRADEMARKS

Pending USPTO Trademark Application "Celltop" serial number: 78932661

Trademark Assignment

RECORDED: 04/30/2008

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