

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
CIT Lending Services Corporation, as Second Lien Agent		04/17/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	MTPCS, LLC		
Street Address:	170 S. Warner Road		
Internal Address:	Suite 104		
City:	Wayne		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78745700	CHINOOK WIRELESS	
Serial Number:	78746450		
CORRESPONDENCE DATA			
Fax Number:	(404)572-5128		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-572-2533		
Email:	jbalcita@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	Jeffrey P. Balcita		
Address Line 2:	1180 Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	09636.015034		
NAME OF SUBMITTER:	Jeffrey P. Balcita		

CH \$65.00 78745700

Signature:

/Jeffrey P. Balcita/

Date:

05/08/2008

Total Attachments: 3

source=trademark release - CIT second lien#page1.tif

source=trademark release - CIT second lien#page2.tif

source=trademark release - CIT second lien#page3.tif

RELEASE OF COLLATERAL ASSIGNMENT AND SECURITY INTEREST
(TRADEMARKS)

FOR VALUE RECEIVED, the undersigned, CIT LENDING SERVICES CORPORATION, in its capacity as agent for certain lenders ("Second Lien Agent"), does hereby release any security interest or collateral assignment granted to it by MTPCS, LLC ("Grantor"), pursuant to that certain Security Agreement, dated as of December 20, 2005, between Second Lien Agent and Grantor, and that certain Trademark Security Agreement, dated as of December 20, 2005, between Second Lien Agent and Grantor, in each case, as amended, amended and restated, supplemented or otherwise modified from time to time, WITHOUT ANY REPRESENTATION OR WARRANTY OF TITLE AND WITHOUT RECOURSE, including, but not limited to, all of its right, title and interest, in, to and under (i) all of its trademarks and trademark licenses to which it is a party listed on Schedule I hereto (collectively, the "Trademarks"), (ii) all reissues, continuations or extensions of the foregoing, (iii) all goodwill of the business connected with the use of, and symbolized by, each Trademark, and (iv) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (1) infringement or dilution of any Trademark or (2) injury to the goodwill associated with any Trademark to the extent any of the foregoing was transferred to Second Lien Agent and filed in the United States Patent & Trademark Office on December 27, 2005 and recorded in such office on Reel 3216 Frame 0947.

(signature page to follow)

SCHEDULE I
to
RELEASE OF COLLATERAL ASSIGNMENT AND SECURITY INTEREST
(TRADEMARKS)

<i>TRADEMARK</i>	<i>SERIAL NO.</i>	<i>FILING DATE</i>
CHINOOK WIRELESS	78/745700	11/02/05
(mark)	78/746450	11/03/05