

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
YOUGHIOGHENY COMMUNICATIONS-IP, LLC		07/16/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	CIT LENDING SERVICES CORPORATION, as Administrative Agent
Street Address:	44 Whippany Road
Internal Address:	Attn: Pocket Communications Account Manager
City:	Morristown
State/Country:	NEW JERSEY
Postal Code:	07960
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	77252798	GIVING THE BIG BOYS HELL 24/7 SAN ANTONIO TX GO POCKET, GO!
Serial Number:	77252785	- GIVING THE BIG BOYS HELL 24/7 - SAN ANTONIO TX - GO POCKET, GO -
Serial Number:	77045413	POCKET COMMUNICATIONS
Serial Number:	77045409	POCKET COMMUNICATIONS
Serial Number:	77975477	POCKET COMMUNICATIONS
Serial Number:	77041120	
Serial Number:	77041265	
Serial Number:	77045415	POCKET COMMUNICATIONS
Serial Number:	77313845	NOW THAT'S SMART WIRELESS
Serial Number:	77313768	NOW THAT'S SMART WIRELESS
Serial Number:	77392065	POCKET TRAVEL

CH \$465.00 77252798

Serial Number:	77392070	VALUE POCKET
Registration Number:	3282043	SMALL TALK
Registration Number:	3330359	POCKET PCS
Registration Number:	3385276	
Registration Number:	3385277	
Registration Number:	3377076	POCKET COMMUNICATIONS
Registration Number:	3098763	POCKET COMMUNICATIONS

CORRESPONDENCE DATA

Fax Number: (404)888-4190
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (404) 888-4000
Email: rcherry@hunton.com
Correspondent Name: Rose Cherry, Senior Paralegal
Address Line 1: Hunton & Williams LLP
Address Line 2: 600 Peachtree Street, NE, Suite 4100
Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	64526.41-CIT/POCKET -(RC)
NAME OF SUBMITTER:	Heath J. Vicente, Esq.
Signature:	/s/ Heath J. Vicente, Esq.
Date:	07/21/2008

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 16, 2008, is made by YOUGHIOGHENY COMMUNICATIONS-IP, LLC, a Delaware limited liability company ("Grantor"), in favor of CIT LENDING SERVICES CORPORATION, in its capacity as Administrative Agent for the Secured Parties ("Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of July 16, 2008 by and among Grantor, the other Persons party thereto from time to time as Loan Parties, the Persons party thereto from time to time as Lenders and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lenders have agreed to make the Loans to the Borrowers;

WHEREAS, Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Security Agreement, dated as of July 16, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement.

2. Grant of Security Interest in Trademark Collateral. To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and other Loan Documents, Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Authorization to Supplement. Grantor hereby authorizes Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any future United States registered trademarks or applications therefore of Grantor, which become Trademarks or Trademark Licenses under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. Counterparts. This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

[signatures appear on the following pages]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its Responsible Officer as of the date first set forth above.

YOUGHIOGHENY COMMUNICATIONS-IP,
LLC

By: Paul Posner
Name: Paul Posner
Title: President

ACKNOWLEDGMENT OF GRANTOR

STATE OF Texas)
COUNTY OF Bexar)

ss.

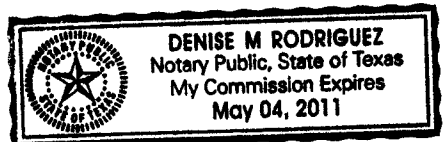
I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Paul Posner, whose name as President of the Grantor, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer of Grantor, and with full authority, executed the same voluntarily for and as the act of Grantor.

Given under my hand on this 27 day of June, 2008.

Denise M. Rodriguez
Notary Public

My commission expires: 05/04/2011

[AFFIX SEAL]

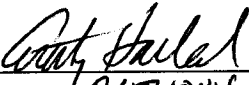


[signatures continue on the following page]

Signature Page

ACCEPTED AND ACKNOWLEDGED BY:

CIT LENDING SERVICES CORPORATION,
as Administrative Agent

By: 
Name: ANTHONY HOLLAND
Title: Vice President



Signature Page

Trademark Security Agreement (YC-IP)
25747937

TRADEMARK
REEL: 003819 FRAME: 0898

Schedule I
to
Trademark Security Agreement

TRADEMARKS/SERVICE MARKS

<u>Trademark</u>	<u>Owner</u>	<u>Registration Number</u>	<u>Registration Date</u>
SMALL TALK	Youghioghney Communications-IP, LLC	3,282,043 (TM)	8/21/2007
POCKET PCS	Youghioghney Communications-IP, LLC	3,330,359 (TM)	11/6/2007
	Youghioghney Communications-IP, LLC	3,385,276 (TM)	2/19/2008
	Youghioghney Communications-IP, LLC	3,385,277 (TM)	2/19/2008
POCKET COMMUNICATIONS	Youghioghney Communications-IP, LLC	3,377,076 (TM)	2/5/2008
POCKET COMMUNICATIONS	Youghioghney Communications-IP, LLC	3,098,763 (SM)	5/30/2006

Schedule I

TRADEMARK/SERVICE MARK APPLICATIONS

<u>Trademark Application</u>	<u>Owner</u>	<u>Serial Number</u>	<u>Filing Date</u>
	Youghioghney Communications-IP, LLC	77/252,798 (SM)	8/10/2007
	Youghioghney Communications-IP, LLC	77/252,785 (TM)	8/10/2007
POCKET COMMUNICATIONS	Youghioghney Communications-IP, LLC	77/045,413 (TM)	11/16/2006
	Youghioghney Communications-IP, LLC	77/045,409 (TM)	11/16/2006
	Youghioghney Communications-IP, LLC	77/975,477 (SM)	11/16/2006
	Youghioghney Communications-IP, LLC	77/041,120 (TM)	11/10/2006
	Youghioghney Communications-IP, LLC	77/041,265 (TM)	11/10/2006

POCKET COMMUNICATIONS	Youghioghney Communications-IP, LLC	77/045,415 (TM)	11/16/2006
NOW THAT'S SMART WIRELESS	Youghioghney Communications-IP, LLC	77/313,845 (TM)	10/25/2007
NOW THAT'S SMART WIRELESS	Youghioghney Communications-IP, LLC	77/313,768 (SM)	10/25/2007
POCKET TRAVEL	Youghioghney Communications-IP, LLC	77/392,065 (TM)	2/8/2008
VALUE POCKET	Youghioghney Communications-IP, LLC	77/392,070 (TM)	2/8/2008

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
Trademark License Agreement	Youghioghney Communications-IP, LLC and Youghioghney Communications- Texas, LLC	January 1, 2008
Trademark License Agreement	Youghioghney Communications-IP, LLC and Tuscarora Communications, LLC	January 1, 2008
Trademark License Agreement	Youghioghney Communications-IP, LLC and Youghioghney Communications- Northeast, LLC	January 1, 2008