

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Termination and Release of Security Interest in Trademarks

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lehman Commercial Paper Inc.		09/16/2008	CORPORATION: NEW YORK

## RECEIVING PARTY DATA

Name:	Rural Cellular Corporation
Street Address:	3905 Dakota Street, SW
City:	Alexandria
State/Country:	MINNESOTA
Postal Code:	56308
Entity Type:	CORPORATION: MINNESOTA

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3120519	THE WAY WIRELESS SHOULD BE
Registration Number:	2869600	UTEXT TEXT MESSAGING A B C D E F G H I J K L M N O P Q R S T U V W X Y Z
Registration Number:	2871659	UTEXT
Registration Number:	2902745	INFO 2 GO
Registration Number:	2439576	RCC
Registration Number:	2356719	UNICEL
Registration Number:	2764501	UNICEL
Registration Number:	2734999	RCC
Registration Number:	1987503	KEYPAGE
Registration Number:	1551307	UNICEL
Serial Number:	76108065	AKEVA

## CORRESPONDENCE DATA

Fax Number: (212)909-6836

900116769

TRADEMARK  
REEL: 003857 FRAME: 0837

CH \$290.00 3120519

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

Phone: (212) 909-6000  
Email: trademarks@debevoise.com  
Correspondent Name: Brandon C. Gruner, Esq.  
Address Line 1: Debevoise & Plimpton LLP, 919 Third Ave.  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	23201-1002
NAME OF SUBMITTER:	Brandon C. Gruner
Signature:	/Brandon C. Gruner/
Date:	09/23/2008

**Total Attachments: 5**

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TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE, dated as of September 16, 2008, from Lehman Commercial Paper Inc., a New York corporation having a principal place of business at 745 Seventh Avenue, New York, NY 10019, as administrative agent (the "Agent") for itself and the several banks and other financial institutions (the "Lenders") that are parties to the Credit Agreement (as hereinafter defined), to Rural Cellular Corporation, a Minnesota corporation having a principal place of business at 3905 Dakota Street, SW, Alexandria, Minnesota 56308 (the "Pledgor"). Capitalized terms used herein without definition are used as defined in the Credit Agreement, dated as of March 25, 2004, among the Agent, the Pledgor, the Lenders, Bank of America, N.A., as documentation agent, Lehman Brothers Inc., and Banc of America Securities LLC, as joint lead arrangers (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") and the Guarantee and Collateral Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of March 25, 2004 (the "Guarantee and Collateral Agreement"), made by the Pledgor in favor of the Agent, a security interest (the "Security Interest") was granted by the Pledgor to the Agent in all Intellectual Property, including certain Trademarks and Trademark Licenses (as hereinafter defined); and

WHEREAS, the Guarantee and Collateral Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on May 18, 2004 at Reel 2852, Frame 0800;

WHEREAS, a Notice of Grant of Security Interest in Trademarks pursuant to the Guarantee and Collateral Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on May 3, 2006 at Reel 3302, Frame 0212; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Intellectual Property, including the Trademarks and Trademark Licenses.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Intellectual Property, including the Trademarks and Trademark Licenses, pursuant to the Guarantee and Collateral Agreement, the receipt and adequacy of which are hereby acknowledged,

and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Trademarks: The term "Trademarks," as used herein, shall mean all of the Pledgor's right, title and interest in and to (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or otherwise, and all common-law rights related thereto, including, without limitation, all of the registered trademarks and trademark applications referred to on Schedule I hereto, (ii) the right to obtain all renewals thereof, and (iii) all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

2. Trademark License: The term "Trademark License," as used herein, shall mean all of the Pledgor's right, title and interest in and to (i) any written agreement, providing for the grant by or to the Pledgor of any right to use any Trademark, and (ii) all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

3. Release of Security Interest: The Agent hereby terminates, releases and discharges its Security Interest in the Intellectual Property, including the Trademarks and Trademark Licenses, and any right, title or interest of the Agent in such Intellectual Property, including the Trademarks and Trademark Licenses, shall hereby cease and become void.


4. Further Assurances: The Agent shall execute and deliver to the Pledgor such documents as the Pledgor shall reasonably request to evidence termination and release of the Security Interest.

\* \* \*

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

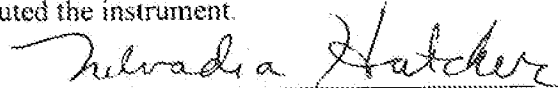
LEHMAN COMMERCIAL PAPER INC.,  
as Agent

By:   
Name: Randall Brunfeld  
Title: Authorized Signatory

ACKNOWLEDGMENT

STATE OF NEW YORK     )  
                                  :SS:  
COUNTY OF NEW YORK )

On September 16, 2008 before me, the undersigned, personally appeared Randall Braunfeld personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Nelvadia Hatcher

Notary Public of the State of New York

NELVADIA HATCHER  
Notary Public, State of New York  
Registration # 01HA6082083  
Qualified in Kings County  
Commission Expires October 21, 20 10

## SCHEDULE I

### Trademark Registrations

<u>TRADEMARK</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
INFO 2 GO	76-499,396	3/13/03	2,902,745	11/16/04
KEYPAGE	74-518,914	5/2/94	1,987,503	7/16/96
RCC	75-527,378	7/29/98	2,734,999	7/8/03
RCC	75-980,207	8/29/98	2,439,576	3/27/01
THE WAY WIRELESS SHOULD BE	78-689,721	8/10/05	3,120,519	7/25/06
UNICEL	73-764,414	11/18/88	1,551,307	8/8/89
UNICEL	75-542,270	8/25/98	2,764,501	9/16/03
UNICEL	75-542,420	8/25/98	2,356,719	6/13/00
UTEXT	78-258,805	6/5/03	2,871,659	8/10/04
UTEXT TEXT MESSAGING A B C D E F G H I J K L M N O P Q R S T U V W X Y Z	78-279,490	7/28/03	2,869,600	8/3/04

### Trademark Applications

<u>TRADEMARK</u>	<u>App. No.</u>	<u>Filing Date</u>
AREVA	76-108,065	8/11/00