

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
U.S. Bank National Association		09/24/2008	National Banking Association: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RCC Atlantic, Inc.		
<b>Street Address:</b>	c/o Rural Cellular Corporation, 3905 Dakota Street, SW		
<b>City:</b>	Alexandria		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	56308		
<b>Entity Type:</b>	CORPORATION: MINNESOTA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2117555	STARPHONE	
Registration Number:	1630328	STARCELLULAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)909-6836		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212) 909-6000		
<b>Email:</b>	trademarks@debevoise.com		
<b>Correspondent Name:</b>	Brandon C. Gruner, Esq.		
<b>Address Line 1:</b>	Debevoise & Plimpton LLP, 919 Third Ave.		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	23201-1002		
<b>NAME OF SUBMITTER:</b>	Brandon C. Gruner		
<b>Signature:</b>	/Brandon C. Gruner/		

CH \$65.00 2117555

Date:

09/26/2008

**Total Attachments: 5**

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TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE, dated as of September 24, 2008, from U.S. Bank National Association, a United States national banking association having a principal place of business at 60 Livingston Avenue, St. Paul, Minnesota 55107, as trustee (the "Trustee") under the Indenture (as hereinafter defined), to RCC Atlantic, Inc., a Minnesota corporation having a principal place of business at c/o Rural Cellular Corporation, 3905 Dakota Street, SW, Alexandria, Minnesota 56308 (the "Pledgor"). Capitalized terms used herein without definition are used as defined in the Indenture, dated as of March 25, 2004, among the Trustee and the Pledgor (as amended, supplemented or otherwise modified from time to time, the "Indenture") and the Collateral Agreement (as hereinafter defined).

WITNESSETH:

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

WHEREAS, the Collateral Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on May 18, 2004 at Reel 2853, Frame 0229; and

WHEREAS, the Trustee 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 Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Trustee 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 Trustee 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 Trustee in such Intellectual Property, including the Trademarks and Trademark Licenses, shall hereby cease and become void.


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

\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee

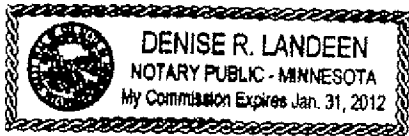
By: 

Name: Richard Prokosch  
Title: Vice President

ACKNOWLEDGMENT

STATE OF MINNESOTA    )  
                                  :SS:  
COUNTY OF RAMSEY    )

This instrument was acknowledged before me on September 24, 2008 by  
Richard Prokosch as Vice President of U.S. Bank National Association.



*Denise Landeen*  
(signature and office of individual taking  
acknowledgment)

My commission expires: January 31, 2012

SCHEDULE I

Trademark Registrations

<u>TRADEMARK</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
STARPHONE	75-126,490	6/27/96	2,117,555	12/3/97
STARCELLULAR	73-836,826	11/8/89	1,630,328	1/1/91
STARSECURITY	75-165,506	9/11/96	2,110,028	10/28/97
STARPOINTS	75-115,008	6/6/96	2,265,953	8/3/99
STARHANDI	75-542,139	8/25/98	2,350,871	5/16/00
SIMPLYONE	75-542,141	8/25/98	2,356,168	6/6/00