

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
U.S. Bank National Association as Collateral Agent		11/19/2008	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	US Unwired, Inc.		
<b>Street Address:</b>	901 Lakeshore Drive		
<b>City:</b>	Lake Charles		
<b>State/Country:</b>	LOUISIANA		
<b>Postal Code:</b>	70601		
<b>Entity Type:</b>	CORPORATION: LOUISIANA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75183817	US UNWIRED	
<b>Registration Number:</b>	2203174	US UNWIRED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(504)310-0257		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	504-586-5257		
<b>Email:</b>	escharfenberg@fishmanhaygood.com		
<b>Correspondent Name:</b>	Edward Scharfenberg		
<b>Address Line 1:</b>	201 St. Charles Avenue		
<b>Address Line 2:</b>	Fishman Haygood et. al. Suite 4600		
<b>Address Line 4:</b>	New Orleans, LOUISIANA 70170-4600		
<b>NAME OF SUBMITTER:</b>	Edward P. Scharfenberg		
<b>Signature:</b>	/Edward P. Scharfenberg/		
<b>Date:</b>	11/19/2008		

OP \$65.00 75183817

**Total Attachments: 11**

source=PTO Release Authorization#page1.tif  
source=Exhibit A - IP Security Agreement#page1.tif  
source=Exhibit A - IP Security Agreement#page2.tif  
source=Exhibit A - IP Security Agreement#page3.tif  
source=Exhibit A - IP Security Agreement#page4.tif  
source=Exhibit A - IP Security Agreement#page5.tif  
source=Exhibit A - IP Security Agreement#page6.tif  
source=Exhibit A - IP Security Agreement#page7.tif  
source=Exhibit A - IP Security Agreement#page8.tif  
source=Exhibit A - IP Security Agreement#page9.tif  
source=Exhibit A - IP Security Agreement#page10.tif

## AUTHORIZATION

WHEREAS, U.S. Bank National Association ("U.S. Bank") served as trustee under (i) that certain Indenture, dated as of June 16, 2004, as amended, among U.S. Unwired Inc. (the "Company"), the Guarantors listed therein and U.S. Bank, pursuant to which the Company issued its Floating Rate First Priority Senior Secured Notes due 2010 and (ii) that certain Indenture, dated as of June 16, 2004, as amended, among the Company, the Guarantors listed therein and U.S. Bank, pursuant to which the Company issued its 10% Second Priority Senior Secured Notes due 2012 ((i) and (ii) together, the "Indentures");

WHEREAS, pursuant to that certain Security Agreement, dated as of June 16, 2004 (the "Security Agreement"), among the Company, the Guarantors listed therein and U.S. Bank, as collateral agent (in such capacity, the "Collateral Agent"), the Company and the Guarantors granted certain security interests in favor of the Collateral Agent to secure obligations under the Indentures;

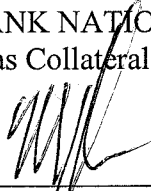
WHEREAS, that certain Intellectual Property Security Agreement, dated as of June 16, 2004, the Company, the Guarantors listed therein and the Collateral Agent, a copy of which is attached hereto as Exhibit A (the "IP Security Agreement") (i) confirmed the security interest granted under the Security Agreement in the Company's right, title and interest in and to the trademark registrations and applications set forth in the IP Security Agreement (the "Trademark Security Interest") and (ii) provided for the recordation of the IP Security Agreement with the Commissioner for Trademarks and any other applicable government officer;

WHEREAS, the IP Security Agreement was so recorded with Patent and Trademark Office of the Department of Commerce (the "PTO"), as evidenced by the letter, dated July 1, 2004, of the Office of the Assistant Secretary and Commissioner of Patents and Trademarks, a copy of which is attached hereto as Exhibit B; and

WHEREAS, the Indentures have been discharged and, as a result, the security interests granted under the Security Agreement and confirmed under the IP Security Agreement terminated;

NOW THEREFORE, U.S. Bank National Association hereby authorizes the Company to make any and all filings necessary with the PTO to reflect that the Trademark Security Interest has terminated.

U.S. BANK NATIONAL ASSOCIATION,  
as Collateral Agent



---

Michael M. Hopkins  
Vice President

EXHIBIT A  
IP Security Agreement

EXECUTION COPY

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "*IP Security Agreement*") dated as of June 16, 2004 between US UNWIRED INC., a corporation duly organized and validly existing under the laws of the State of Louisiana (the "*Company*"), each of the Subsidiaries of the Company identified under the caption "SUBSIDIARY GUARANTORS" on the signature pages hereto (individually, a "*Guarantor*" and, together with the Company, individually an "*Obligor*" and, collectively, the "*Obligors*"), and U.S. Bank National Association, as collateral agent for the Secured Parties from time to time party to the Intercreditor Agreement referred to below (in such capacity, together with its successors in such capacity, the "*Collateral Agent*").

WITNESSETH:

WHEREAS, the Company, the Guarantors and U.S. Bank National Association, as trustee (the "*2010 Notes Trustee*") have entered into an indenture dated as of June 16, 2004 (as the same may be amended, supplemented, restated or otherwise modified from time to time, the "*2010 Indenture*") providing for the issuance by the Company of its First Priority Senior Secured Floating Rate Notes due 2010 (the "*2010 Notes*");

WHEREAS, the Company, the Guarantors and U.S. Bank National Association, as trustee (the "*2012 Notes Trustee*") and, together with the 2010 Notes Trustee, the "*Trustees*") have entered into an indenture dated as of June 16, 2004 (as the same may be amended, supplemented, restated or otherwise modified from time to time, the "*2012 Indenture*" and, together with the 2010 Indenture, the "*Indentures*") providing for the issuance by the Company of its 10% Second Priority Senior Secured Notes due 2012 (the "*2012 Notes*" and, together with the 2010 Notes, the "*Notes*");

WHEREAS concurrently with the execution and delivery hereof the Company, the Guarantors, the 2010 Notes Trustee, the 2012 Notes Trustee and the Collateral Agent are entering into an intercreditor agreement (as amended, supplemented, restated, replaced or otherwise modified from time to time, the "*Intercreditor Agreement*"), providing, inter alia, for certain matters relating to the liens granted hereunder and for the liens granted hereunder for the benefit of the holders of the 2010 Notes to be senior to the liens granted hereunder for the benefit of the holders of the 2012 Notes;

WHEREAS under the terms of the Security Agreement, the Obligors have granted to the Collateral Agent for the benefit of the Secured Parties, first priority and second priority security interests in, among other property, certain intellectual property of the Obligors, and have agreed as a condition thereof to execute this IP Security Agreement for the purposes of recording the grant of the security interest in such intellectual property with the United States Patent and Trademark Office.

IP Security Agreement

NY3:#7337128v2

TRADEMARK  
REEL: 003890 FRAME: 0516

- 2 -

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Obligor agrees as follows:

SECTION 1. Grant of Security. Each Obligor hereby confirms the grant of (i) a first priority security interest in all of such Obligor's right, title and interest in and to the trademark registrations and applications set forth in Schedule I hereto and the right to recover for past, present and future infringements or misappropriations thereof and all other rights of any kind whatsoever accruing thereunder or pertaining thereto (collectively being the "*Collateral*") to the Collateral Agent for the benefit of the Collateral Agent and the First Lien Secured parties under the terms of the Security Agreement and (ii) a second priority security interest in the Collateral to the Collateral Agent for the benefit of the Collateral Agent and the Second Lien Secured parties, under the terms of the Security Agreement.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Obligor under the Security Agreement, as evidenced by this IP Security Agreement, secures the payment of the Secured Obligations of each Obligor whether now existing or hereafter coming into existence.

SECTION 3. Recordation. Each Obligor authorizes and requests, that the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Counterparts. This IP Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this IP Security Agreement by signing any such counterpart.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into pursuant to the terms of the Security Agreement. Each Obligor does hereby, acknowledge and confirm that the grant of the security interest referenced herein to, and the rights and remedies of the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by and construed in accordance with the law of the State of New York.

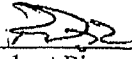
IP Security Agreement

NY3:#7337128v2

**TRADEMARK**  
**REEL: 003890 FRAME: 0517**

IN WITNESS WHEREOF, each Obligor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

UNWIRED TELECOM CORP.

By:   
Name: Robert Piper  
Title: President and Chief Executive Officer

U.S. BANK NATIONAL ASSOCIATION,  
as Collateral Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IP Security Agreement

NY3#7337128v2

**TRADEMARK**  
**REEL: 003890 FRAME: 0518**

SCHEDULE I  
to IP Security Agreement

**LIST OF TRADE NAMES, SERVICE MARKS, TRADEMARK AND  
SERVICE MARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK  
AND SERVICE MARK REGISTRATIONS**

<b>Trademark</b>	<b>US P&amp;TO Registration</b>	<b>Owner</b>
US UNWIRED and design	Reg.# 2,203,174 and Serial # 75/183817	Unwired Telecom Corp.

Schedule 1 to IP Security Agreement

NY3:#7337128v2

**TRADEMARK  
REEL: 003890 FRAME: 0519**



EXHIBIT B

July 1, 2004 Letter from  
Assistant Secretary and Commissioner of Patents and Trademarks

238352v.1