

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NTELOS Inc.		08/07/2009	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	270 Park Avenue, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2251275	LIKE A HOME PHONE AWAY FROM HOME.	
Registration Number:	2611895	NNETWORK	
Registration Number:	2589565	NTELOS	
Registration Number:	2586328	NTELOS	
Registration Number:	2629019	NTELOS	
Registration Number:	2589563	NTELOS	
Registration Number:	3005735	HOMEFREE	
Registration Number:	3005736	HOMEFREE	
Serial Number:	77627971	FRAWG UNLIMITED WIRELESS	
Serial Number:	77237471	NTELOS NO ONE ELSE COMPARES	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	714-540-1235		

OP \$265.00 2251275

900140537

TRADEMARK  
REEL: 004040 FRAME: 0463

Email: ipdocket@lw.com  
Correspondent Name: Latham & Watkins LLP  
Address Line 1: 650 Town Center Drive, Suite 2000  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	045494-0016 (IP SEC AGT)
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NAME OF SUBMITTER:	Anna T Kwan
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Signature:	/Anna T Kwan/
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Date:	08/07/2009
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**Total Attachments: 11**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated August 7, 2009, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of JPMORGAN CHASE BANK, N.A., as collateral agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, NTELOS INC., a Virginia corporation (the “**Borrower**”), has entered into a Credit Agreement dated as of August 7, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with JPMorgan Chase Bank, N.A., as Administrative Agent and as Collateral Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks, and the provision of services giving rise to Cash Management Obligations, in each case from time to time, each Grantor has executed and delivered that certain Security Agreement dated August 7, 2009 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or created by such Grantor, and whether now or hereafter existing or arising (the “**IP Collateral**”):

- (i) the patents and patent applications set forth in Schedule A hereto;

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

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- (i) the patents and patent applications set forth in Schedule A hereto;

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an “Amendment to Allege Use” or a “Statement of Use” under Section 1(c) or Section 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period in which, the grant of a security interest therein prior to such filing would impair the validity or enforceability of any registration that issues from such intent-to-use trademark or service mark applications under applicable federal law), together with the goodwill of the business connected with the use thereof or symbolized thereby;

(iii) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;

(v) all tangible embodiments of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(vi) any and all claims for damages or other proceeds of suit and/or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to the extent permitted under applicable law and contractual provisions, to sue for and collect, or otherwise recover for, such infringement, dilution, misappropriation, violation, misuse or breach; and

(vii) any and all proceeds of, collateral for, income, royalties, license fees and other payments now or hereafter due and/or payable with respect to, and supporting obligations relating to, any and all of the foregoing, and, to the extent not otherwise included, all (A) payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing, and (B) cash.

**SECTION 2. Security for Obligations.** The grant of a security interest in the IP Collateral by each Grantor under this IP Security Agreement secures, and the IP Collateral is collateral security for, the complete payment of all Obligations (in the case of the Borrower) or Guaranteed Obligations (in the case of any Grantor other than the Borrower) of such Grantor now or hereafter existing under the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums,

penalties, indemnifications, contract causes of action, costs, expenses or otherwise (all such Obligations being the "*Secured Obligations*"). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations may be declared unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

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

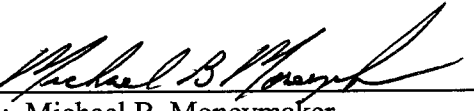
SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the IP 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. In the event that any provisions of this IP Security Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

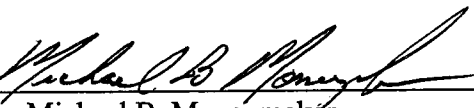
SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any conflicts of laws principles thereof that would result in the application of any law other than the laws of the State of New York.

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

NTELOS INC., as Grantor

By:   
Name: Michael B. Moneymaker  
Title: Executive Vice President, Chief  
Financial Officer, Secretary and Treasurer


NTELOS COMMUNICATIONS INC., as  
Grantor

By:   
Name: Michael B. Moneymaker  
Title: Executive Vice President, Chief  
Financial Officer, Secretary and Treasurer

STATE OF Virginia )  
City Waynesboro ) ss.  
COUNTY OF Waynesboro )

On this 7<sup>th</sup> day of August \_\_, 2009 before me personally appeared Michael B. Moneymaker, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of NTELOS INC. NTELOS Communications Inc. who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



  
Notary Public  
my commission expires 5/31/12

**Schedule A**


**Patents and Patent Applications**


None.





## Schedule B

### Trademark and Service Mark Registrations and Applications

TRADEMARKS:								
Word Mark	Goods and Services	Serial/Reg. Number	Filing/Reg. Date	Owner	Type of Mark	Register	Expiration Date	Status
LIKE A HOME PHONE AWAY FROM HOME.	Personal Digital Wireless Telecommunications Services Featuring Voice Mail, Long Distance, and Text Messaging Services, Int. Class 38. FIRST USE: 19970922 FIRST USE IN COMMERCE: 19970922	75/449,256 2251275	03/12/98 06/08/99	NTELOS Inc.	Service Mark	Principal	Renewal Due 06/08/2019	Renewed 06/08/2009
NNETWORK	Personal Digital Wireless Telecommunications Services Featuring Voice Mail, Long Distance, and Text Messaging Services, Int. Class 38. FIRST USE: 20001110 FIRST USE IN COMMERCE: 20001110	76/174,405 2611895	12/01/00 08/27/02	NTELOS Inc.	Service Mark	Principal	Renewal Due 08/27/2012	8/15 filed 08/27/2008
NTELOS	Retail Outlets Featuring Digital Wireless Telecommunications Equipment; Distributorship Services in the Field of Digital Wireless Telecommunications Equipment; Telephone Directory Information, Int. Class 35. FIRST USE: 20000800 FIRST USE IN COMMERCE: 20000800	76/092,032 2589565	07/19/00 07/02/02	NTELOS Inc.	Service Mark	Principal	Renewal Due 07/02/2012	8/15 filed 07/02/2008
NTELOS and Design 	Retail Outlets Featuring Digital Wireless Telecommunications Equipment; Distributorship Services in the Field of Digital Wireless Telecommunications Equipment; Telephone Directory Information, Int. Class 35. FIRST USE: 20000800 FIRST USE IN COMMERCE: 20000800	76/092,030 2586328	07/19/00 06/25/02	NTELOS Inc.	Service Mark	Principal	Renewal Due 06/25/2012	8/15 Filed 06/25/2008

TRADEMARKS:								
Word Mark	Goods and Services	Serial/Reg. Number	Filing/Reg. Date	Owner	Type of Mark	Register	Expiration Date	Status
NTELOS and Design 	Personal Digital Wireless Telecommunications Services Featuring Voice Mail, Long Distance, and Text Messaging Services; Providing Multiple-User Access to a Global Computer Information Network; Electronic Mail Services; Telephone Communication Services; Voice Mail Services; Telephone Voice Messaging Services, Int. Class 38. FIRST USE: 20000800 FIRST USE IN COMMERCE: 20000800	76/092,029 2629019	07/19/00 10/01/02	NTELOS Inc.	Service Mark	Principal	Renewal Due 10/01/2012	8/15 filed 10/01/2008
NTELOS	Personal Digital Wireless Telecommunications Services Featuring Voice Mail, Long Distance, and Text Messaging Services; Providing Multiple-User Access to a Global Computer Information Network; Electronic Mail Services; Telephone Communication Services; Voice Mail Services; Telephone Voice Messaging Services, Int. Class 38. FIRST USE: 20000800 FIRST USE IN COMMERCE: 20000800	76/091,606 2589563	07/19/00 07/02/02	NTELOS Inc.	Service Mark	Principal	Renewal Due 07/02/2012	8/15 filed 07/02/2008
HOMEFREE	Telecommunication Services, Namely, Local and Long Distance Transmission of Voice, Data, Graphics by Means of Telephone, Telegraphic, Cable, and Satellite Transmissions; Local and Long Distance Telephone Services; Cellular Telephone Services, Int. Class 38. FIRST USE: 20030914 FIRST USE IN COMMERCE: 20030914	78/381,380 3005735	03/10/04 10/11/05	NTELOS Inc.	Service Mark	Principal	Combined Declaration (8/15) Due 10/11/2011 Renewal Due 10/11/2015	Registered

TRADEMARKS:								
Word Mark	Goods and Services	Serial/Reg. Number	Filing/Reg. Date	Owner	Type of Mark	Register	Expiration Date	Status
HOMEFREE and Design 	Telecommunication Services, Namely, Local and Long Distance Transmission of Voice, Data, Graphics by Means of Telephone, Telegraphic, Cable, and Satellite Transmissions; Local and Long Distance Telephone Services; Cellular Telephone Services, Int. Class 38. FIRST USE: 20030914 FIRST USE IN COMMERCE: 20030914	78/381,384 3005736	03/10/04 10/11/05	NTELOS Inc.	Service Mark	Principal	Combined Declaration (8/15) Due 10/11/2011 Renewal Due 10/11/2015	Registered
FRAWG UNLIMITED WIRELESS and Design 	Telecommunications and information technology services, namely, providing electric, digital, cellular and wireless transmission of voice, data, images, audio, video, and information via wireless telephone and the Internet, and providing personal communications services, electronic mail and voice messaging services, providing access to directory services by means of wireless telephone and the Internet, paging services, computer-aided transmission of messages and images, and transmitting and broadcasting audio and audio-visual works, Int. Class 38 FIRST USE: 20081101 FIRST USE IN COMMERCE: 20081101	77/627971	12/06/2008	NTELOS, INC.	Service Mark	Principal	Pending Application	Published 07/07/2009  Opposition period ends 08/06/2009

TRADEMARKS:								
Word Mark	Goods and Services	Serial/Reg. Number	Filing/Reg. Date	Owner	Type of Mark	Register	Expiration Date	Status
NTELOS NO ONE ELSE COMPARES	Personal digital wireless telecommunications services featuring voice mail, long distance, and text messaging services; providing multiple-user access to a global computer information network; electronic mail services; telephone communication services; voice mail services; telephone voice messaging services. FIRST USE: 20070627. FIRST USE IN COMMERCE: 20070627	77237471	7/24/2007	NTELOS, Inc.	SERVICE MARK	PRINCIPAL		Published for Opposition March 25, 2008

**Schedule C**

**Copyright Registrations and Applications and Exclusive Copyright Licenses**

<b>COPYRIGHTS:</b>							
<b>Registration</b>	<b>Title</b>	<b>Physical Description</b>	<b>Name of Claimant</b>	<b>Date Created</b>	<b>Date Published</b>	<b>Date Registered</b>	<b>Expiration Date</b>
VA-421-228	Your valley connection, CFW Cellular	Commercial print	CFW Cellular, Inc. (name changed to NTELOS Communications Inc.)	1990	30-May-90	1-Aug-90	30-May-2085
TXu-634-223	CFW PC/Switch interface programs	Computer program	CFW Communications Company (name changed to NTELOS Inc.)	1993		3-Jun-94	2113