

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
Iowa Wireless Services LLC		06/21/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CoBank ACB		
Street Address:	5500 S. Quebec Street		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	Federally Chartered Bank: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2979755		
Registration Number:	2674899	MEGATALK	
Serial Number:	78656805	IMOBILE	
Serial Number:	78654008	POWERSUPPLIZE	
CORRESPONDENCE DATA			
Fax Number:	(404)853-8806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-853-8395		
Email:	julie.murphy@sutherland.com		
Correspondent Name:	Sutherland Asbill & Brennan LLP		
Address Line 1:	999 Peachtree Street NE		
Address Line 4:	Atlanta, GEORGIA 30309-3996		
ATTORNEY DOCKET NUMBER:	10801-0000		
NAME OF SUBMITTER:	James H. Johnson, Jr.		

CH \$115.00 2979755

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TRADEMARK
REEL: 004053 FRAME: 0607

Signature:	/James H. Johnson, Jr./
Date:	08/27/2009
Total Attachments: 4 source=Iowa Wireless - Trademark Security Agreement#page1.tif source=Iowa Wireless - Trademark Security Agreement#page2.tif source=Iowa Wireless - Trademark Security Agreement#page3.tif source=Iowa Wireless - Trademark Security Agreement#page4.tif	

TRADEMARK SECURITY AGREEMENT

WHEREAS, Iowa Wireless Services, LLC, a Delaware limited liability company ("**Borrower**"), owns the Trademarks and applications for Trademarks listed on Schedule A attached hereto; and

WHEREAS, Borrower and CoBank, ACB ("**CoBank**") have entered into that certain Master Loan Agreement, dated as of even date herewith (as amended, modified, supplemented, extended or restated from time to time, the "**MLA**"), as supplemented by that certain First Supplement to the Master Loan Agreement, dated as of even date herewith (as amended, modified, supplemented, extended or restated from time to time, the "**First Supplement**"), and by that certain Second Supplement to the Master Loan Agreement, dated as of even date herewith (as amended, modified, supplemented, extended or restated from time to time, the "**Second Supplement**"); together with the MLA and the First Supplement, collectively, the "**Loan Agreement**"; capitalized terms used herein but not defined herein shall have the meanings given such terms in the Loan Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, dated as even date herewith (as the same may be amended and in effect from time to time, the "**Security Agreement**"), between Borrower and CoBank, Borrower has granted to CoBank a security interest in substantially all the assets of Borrower including all right, title and interest of Borrower in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Borrower's trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Borrower under the Loan Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower does hereby grant to CoBank a continuing security interest in all of Borrower's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether presently existing or hereafter created or acquired:

(1) each trademark and application for trademark listed on Schedule A attached hereto, together with any renewals, reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark; and

(2) all products and proceeds of the foregoing, including, without limitation, any claim by Borrower against third parties for past, present or future (a) infringement or dilution of any trademark, or (b) injury to the goodwill associated with any trademark.

Trademark Security Agreement/Iowa Wireless Services, LLC
Loan No. RX0421

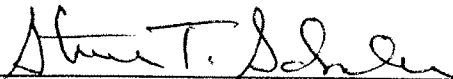
The security interest granted hereby is granted in conjunction with the security interests granted to CoBank pursuant to the Security Agreement. Borrower hereby acknowledges and affirms that the rights and remedies of CoBank with respect to the security interest in the Trademark Collateral made and granted 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.

[Signatures on Next Page]

Trademark Security Agreement/Iowa Wireless Services, LLC
Loan No. RX0421

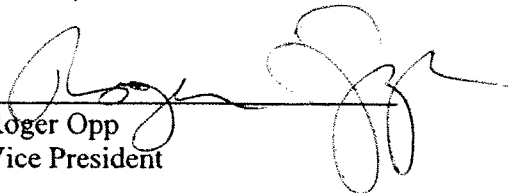
IN WITNESS WHEREOF, Borrower has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the 21st day of June, 2006.

IOWA WIRELESS SERVICES, LLC

By: 
Steven T. Schuler
Chief Financial Officer, Treasurer, and
Secretary

Acknowledged:

COBANK, ACB

By: 
Roger Opp
Vice President

Trademark Security Agreement/Iowa Wireless Services, LLC
Loan No. RX0421

SCHEDULE A

1. Iowa Wireless Icon (the little green guy) Design Mark – U.S. registration number 2,979,755
2. “MEGAtalk” trademark – U.S. registration number 2,674,899
3. “IMOBILE” pending application – U.S. serial number 78/656,805
4. “Powersupplize” pending application – U.S. serial number 78/654,008