

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
Youghiogheny Communications-IP, LLC		09/22/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CIT Lending Services Corporation		
Street Address:	44 Whippany Road		
City:	Morristown		
State/Country:	NEW JERSEY		
Postal Code:	07960		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3634545	POCKET SMART WIRELESS	
Registration Number:	3634544	POCKET SMART WIRELESS	
Registration Number:	3630692	POCKET SMART WIRELESS	
Registration Number:	3634553	POCKET SMART WIRELESS	
Serial Number:	77654668	POCKET	
Serial Number:	77816669	THE WORLD IN YOUR POCKET	
CORRESPONDENCE DATA			
Fax Number:	(404)602-8862		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-888-4079		
Email:	dconine@hunton.com		
Correspondent Name:	Heath J. Vicente		
Address Line 1:	600 Peachtree Street, Suite 4100		
Address Line 4:	Atlanta, GEORGIA 30308		

CH \$165.00 3634545

ATTORNEY DOCKET NUMBER:	64526.000041
NAME OF SUBMITTER:	Heath J. Vicente
Signature:	/Heath J. Vicente/
Date:	09/25/2009
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 22, 2009, is made by YOUGHIOGHENY COMMUNICATIONS-IP, LLC, a Delaware limited liability company ("Grantor"), in favor of CIT LENDING SERVICES CORPORATION, in its capacity as Administrative Agent for the Secured Parties ("Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of July 16, 2008 by and among Grantor, the other Persons party thereto from time to time as Loan Parties, the Persons party thereto from time to time as Lenders and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lenders have agreed to make the Loans to the Borrowers;

WHEREAS, Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Security Agreement, dated as of July 16, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, under the terms of that certain Security Agreement dated July 16, 2008, made by the Grantor and the other Loan Parties to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor has assigned and pledged to the Administrative Agent, its successor and assigns, for the ratable benefit of the Secured Parties, and granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement.
2. Grant of Security Interest in Trademark Collateral. To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and other Loan Documents, Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent 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.

4. Authorization to Supplement. Grantor hereby authorizes Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any future United States registered trademarks or applications thereof of Grantor, which become Trademarks or Trademark Licenses under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. Counterparts. This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

[signatures appear on the following pages]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its Responsible Officer as of the date first set forth above.


YOUGHIOGHENY COMMUNICATIONS-IP, LLC

By: Paul Posner
Name: Paul Posner
Title: President

[signatures continue on the following page]



ACCEPTED AND ACKNOWLEDGED BY:

CIT LENDING SERVICES CORPORATION,
as Administrative Agent


By: 
Name: Anthony Holland
Title: Vice President

Schedule I
to
Trademark Security Agreement

TRADEMARKS/SERVICE MARKS

OWNER	MARK	REG. NO./ SER. NO.	ISSUED/ FILED
Youghioghenny Communications-IP, LLC	POCKET SMART WIRELESS	3,634,545 77/596,456	6/9/09 10/20/08
Youghioghenny Communications-IP, LLC	POCKET SMART WIRELESS	3,634,544 77/596,451	6/9/09 10/20/08
Youghioghenny Communications-IP, LLC		3,630,692 77/598,124	6/2/09 10/22/08
Youghioghenny Communications-IP, LLC		3,634,553 77/597,312	6/9/09 12/17/02

TRADEMARK/SERVICE MARK APPLICATIONS

<u>Owner</u>	<u>Trademark Application</u>	<u>Serial Number</u>	<u>Filing Date</u>
Youghioghenny Communications-IP, LLC		77/654,668	1/22/09
Youghioghenny Communications-IP, LLC	THE WORLD IN YOUR POCKET	77/816,669	8/31/09

Schedule I

Trademark Security Agreement (YC-IP)
28477871

RECORDED: 09/25/2009

**TRADEMARK
REEL: 004069 FRAME: 0276**