

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AT&T Mobility II LLC		06/28/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AT&T Intellectual Property II, L.P.		
<b>Composed Of:</b>	COMPOSED OF AT&T Intellectual Property, Inc., a Delaware corporation, U.S.A.		
<b>Street Address:</b>	645 East Plumb Lane		
<b>City:</b>	Reno		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89502		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: NEVADA		
<b>PROPERTY NUMBERS Total: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3191501	CENTENNIAL	
Registration Number:	3253423	CENTENNIAL BUSINESS SOLUTIONS	
Registration Number:	2731678	CENTENNIAL CARIBE	
Registration Number:	2451157	CENTENNIAL COMMUNICATIONS	
Registration Number:	3338829	CENTENNIAL DE PUERTO RICO	
Registration Number:	3389641	CENTENNIAL EXPRESS	
Registration Number:	3177644	CENTENNIAL TE ESCUCHA	
Registration Number:	2307689	CENTENNIAL WIRELESS	
Registration Number:	3642829	BLUE GOES GREEN	
Registration Number:	3682417	BLUE GOES GREEN RETHINK. CONSERVE. RECYCLE.	
Registration Number:	3465564	BLUE NATION	
Registration Number:	3120186	BLUE REGION	
Registration Number:	3042804	BLUE SHIRT PROMISES	

OP \$590.00 3191501

Registration Number:	3306415	CUSTOMER FOR LIFE
Registration Number:	3164141	IF IT RINGS, IT'S FREE
Registration Number:	2220773	
Registration Number:	3077726	MY BLUE
Registration Number:	3430533	MY VIPS
Registration Number:	3225963	MYPHONE
Registration Number:	3022953	NEW BLUE
Registration Number:	3253463	NEW WHEN YOU WANT IT
Registration Number:	2410575	NO WORRY PROTECTION PROGRAM
Registration Number:	3417083	TRUEBLUE

**CORRESPONDENCE DATA**

Fax Number: (214)746-2293  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 214 757-3467  
Email: david.cho@att.com  
Correspondent Name: David J. Cho  
Address Line 1: 208 S. Akard St.  
Address Line 2: 33rd Floor  
Address Line 4: Dallas, TEXAS 75202-4206

ATTORNEY DOCKET NUMBER:	CENTENNIAL
NAME OF SUBMITTER:	David J. Cho
Signature:	/David J. Cho/
Date:	12/16/2010

Total Attachments: 4  
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source=Trademark Assignment from AT&T Mobility II LLC#page4.tif

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is entered into as of June 28, 2010 by and between AT&T Mobility II LLC, a Delaware limited liability company ("Assignor"), and AT&T Intellectual Property II, L.P., a Nevada limited partnership ("Assignee").

WHEREAS, Assignor is the owner of the trademarks listed on Exhibit A hereto (the "Marks"), such Marks having achieved registration in the United States (the "Registrations") as more fully described on Exhibit A hereto;

WHEREAS, Assignee is a subsidiary of Assignor;

WHEREAS, Assignor desires to assign to Assignee its right, title, and interest in and to the Marks and the Registrations as a capital contribution;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, and conveys to Assignee Assignor's entire right, title, and interest in and to the Marks and the Registrations, together with the goodwill of the business symbolized by the Marks, and together with all of Assignor's right to sue and recover for past, present and future infringements of the Marks, the same to have and to hold by Assignee as fully and entirely as the same would have been held by Assignor had this assignment not been made.

This Assignment shall be deemed to be effective as of February 10, 2010.

Assignor agrees that it shall deliver any further instruments or documents, and take all such further reasonable action, as Assignee may request, including procuring assurance and cooperation from Assignor's Manager and employees, in order to transfer to and vest in Assignee all right, title, and interest in and to the Marks and the Registrations. Assignor, on behalf of itself hereby irrevocably appoints Assignee as its power-of-attorney, effective as of the date hereof, with full right of substitution for the purpose of executing such documents and taking such other actions. This power of attorney shall be for the benefit of Assignee, its licensees, successors, and assigns, and is coupled with an interest.

*[Signatures on following page]*

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its authorized representative as of the date first above written.

**ASSIGNOR:**

**AT&T MOBILITY II LLC**

By: AT&T Mobility Corporation, its Manager

By: Brian McGee

Name: Brian McGee

Title: Assistant Secretary

**ASSIGNEE:**

**AT&T INTELLECTUAL PROPERTY II,  
L.P.**

By: AT&T Intellectual Property, Inc, its  
General Partner

By: \_\_\_\_\_

Name: Deborah W. Perantoni

Title: Assistant Secretary

**TRADEMARK**

**REEL: 004434 FRAME: 0786**

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its authorized representative as of the date first above written.

**ASSIGNOR:**

**AT&T MOBILITY II LLC**

By: AT&T Mobility Corporation, its Manager

By: \_\_\_\_\_

Name: Brian McGee

Title: Assistant Secretary

**ASSIGNEE:**

**AT&T INTELLECTUAL PROPERTY II,  
L.P.**

By: AT&T Intellectual Property, Inc, its  
General Partner

By: Deborah W. Perantoni

Name: Deborah W. Perantoni

Title: Assistant Secretary

**TRADEMARK**

**REEL: 004434 FRAME: 0787**

**Exhibit A**

**THE MARKS**

<b>Trademark Name</b>	<b>Class</b>	<b>Serial No. / Registration No.</b>
CENTENNIAL	38	78-650964 / 3,191,501
CENTENNIAL BUSINESS SOLUTIONS	38	78-885642 / 3,253,423
CENTENNIAL CARIBE	36	76-414136 / 2,731,678
CENTENNIAL COMMUNICATIONS	35	75-161075 / 2,451,157
CENTENNIAL DE PUERTO RICO	38	77-119673 / 3,338,829
CENTENNIAL EXPRESS	36	77-146065 / 3,389,641
CENTENNIAL TE ESCUCHA	38	78-232509 / 3,177,644
CENTENNIAL WIRELESS	35	75-161225 / 2,307,689
BLUE GOES GREEN	40	77-613744 / 3,642,829
BLUE GOES GREEN RETHINK. CONSERVE. RECYCLE. and Design	40	77-613770 / 3,682,417
BLUE NATION	38	77-184387 / 3,465,564
BLUE REGION	38	78-680567 / 3,120,186
BLUE SHIRT PROMISES	38	78-436212 / 3,042,804
CUSTOMER FOR LIFE	38	77-143677 / 3,306,415
IF IT RINGS, IT'S FREE	38	78-680543 / 3,164,141
MISCELLANEOUS DESIGN	35	75-161231 / 2,220,773
MY BLUE	38	78-472400 / 3,077,726
MY VIPS and Design	38	77-275675 / 3,430,533
MYPHONE	9	78-724103 / 3,225,963
NEW BLUE	38	78-313442 / 3,022,953
NEW WHEN YOU WANT IT	35	78-903704 / 3,253,463
NO WORRY PROTECTION PROGRAM	36	75-86444 / 2,410,575
TRUEBLUE	38	77-143674 / 3,417,083