

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Lender's Security Interest and Substitution of Administrative Agent		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SunTrust Bank		02/03/2012	banking corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Bank of Hawaii		
Street Address:	130 Merchant Street		
Internal Address:	20th Floor, Attn: Anna Hu, Corporate Banking #297		
City:	Honolulu		
State/Country:	HAWAII		
Postal Code:	96813		
Entity Type:	chartered bank: HAWAII		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3464113	SIMPLE. DIFFERENT. BETTER.	
CORRESPONDENCE DATA			
Fax Number:	(404)581-8330		
Phone:	404-581-8275		
Email:	srbrown@jonesday.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Sidney R. Brown, Jones Day		
Address Line 1:	1420 Peachtree Street, N.E.		
Address Line 2:	Suite 800		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	566957-640021		
NAME OF SUBMITTER:	Sidney R. Brown		

Signature:	/Sidney R. Brown/
Date:	02/03/2012
Total Attachments: 10 source=SunTrust Bank of Hawaii Omnibus Agreement#page1.tif source=SunTrust Bank of Hawaii Omnibus Agreement#page2.tif source=SunTrust Bank of Hawaii Omnibus Agreement#page3.tif source=SunTrust Bank of Hawaii Omnibus Agreement#page4.tif source=SunTrust Bank of Hawaii Omnibus Agreement#page5.tif source=SunTrust Bank of Hawaii Omnibus Agreement#page6.tif source=SunTrust Bank of Hawaii Omnibus Agreement#page7.tif source=SunTrust Bank of Hawaii Omnibus Agreement#page8.tif source=SunTrust Bank of Hawaii Omnibus Agreement#page9.tif source=SunTrust Bank of Hawaii Omnibus Agreement#page10.tif	

OMNIBUS ASSIGNMENT

THIS OMNIBUS ASSIGNMENT (this "Agreement") is made and entered into as of February 3, 2012 (the "Effective Date"), by and among CORAL WIRELESS, LLC, a Delaware limited liability company (the "Borrower"), CW HOLDING, INC., a Delaware corporation ("CW Holdco"), CORAL WIRELESS LICENSES, LLC, a Delaware limited liability company ("Coral Wireless"), TRIAD AWS GUAM, INC., a Delaware corporation ("Triad"), and PO'OKELA COMMUNICATIONS, LLC, a Delaware limited liability company ("Po'okela"; CW Holdco, Coral Licenses, Triad, and Po'okela each, a "Guarantor" and, collectively, the "Guarantors"), SUNTRUST BANK, in its capacity as a Lender (the "Assignor Lender") and as the Administrative Agent prior to giving effect to this Agreement (the "Former Administrative Agent"), and BANK OF HAWAII, in its capacity as a Lender (the "Assignee Lender") and as successor Administrative Agent to the Former Administrative Agent after giving effect to this Agreement (the "Successor Administrative Agent").

WHEREAS, the Borrower, the Guarantors, the several banks and other financial institutions and lenders party thereto (the "Lenders"), and the Former Administrative Agent have executed and delivered that certain Credit Agreement dated as of September 2, 2010 (as amended, restated, supplemented, or otherwise modified through the date immediately prior to the date hereof, the "Credit Agreement"). All capitalized terms that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement; and

WHEREAS, (a) the Assignor Lender desires to sell and the Assignee Lender desires to purchase 100% of the Assignor Lender's interests in and rights and obligations as a Lender under the Credit Agreement and the Loan Documents as of the date hereof and (b) each of the Former Administrative Agent, the Successor Administrative Agent, the Assignee Lender and the Loan Parties desires for the Successor Administrative Agent to replace the Former Administrative Agent as Administrative Agent under the Credit Agreement, in each case, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereto hereby covenant and agree as follows, as applicable:

1. Assignment of Loans. The Assignor Lender and the Assignee Lender hereby agree as follows:

(a) After giving effect to the prepayment of the Term A Loan contemplated by Section 3(a) below, the Assignor Lender hereby sells and assigns to the Assignee Lender without recourse, and the Assignee Lender hereby purchases and assumes from the Assignor Lender, 100% of Assignor Lender's interests in and rights and obligations under the Credit Agreement, the Term A Loan and the Loan Documents, as a Lender as of the date hereof (the "Assigned Interest") for an aggregate consideration of \$ [REDACTED]. On the date hereof after giving effect to such sale and assignment the principal amount of all Loans owing to the Assignee Lender is \$ [REDACTED].

Former Administrative Agent shall make all appropriate adjustments in payments under the Credit Agreement for periods prior to the Effective Date.

2. Replacement of Administrative Agent. Each of the parties hereto hereby agrees as follows:

(a) Immediately upon: (i) payment by the Assignee Lender to the Assignor Lender of \$ [REDACTED] which is the purchase price for the Assigned Interest and (ii) the Former Administrative Agent's acknowledgment of receipt from the Borrower of the payment of all costs, expenses, accrued and unpaid fees and other amounts payable to it in its capacity as the existing "Administrative Agent" pursuant to the Loan Documents (including fees and expenses of counsel) and hereunder, (A) the Former Administrative Agent and the Assignee Lender as sole lender under the Credit Agreement as of the date hereof, appoint the Successor Administrative Agent as Administrative Agent for all purposes whatsoever under the Credit Agreement and the other Loan Documents; (B) the Former Administrative Agent hereby consents to the Successor Administrative Agent as the Administrative Agent under the Credit Agreement and the other Loan Documents; (C) each of the Loan Parties hereby consents to the appointment of the Successor Administrative Agent as Administrative Agent and waives any right to receive any written notice (including any resignation or withdrawal notice) in respect thereof; (D) the Successor Administrative Agent hereby accepts its appointment as Administrative Agent; the Successor Administrative Agent shall become vested with all of the rights, powers, privileges and duties of the Administrative Agent under the Credit Agreement and each of the other Loan Documents; (E) the Former Administrative Agent is discharged from all of its duties and obligations as the Administrative Agent under the Credit Agreement and under the other Loan Documents; (F) the Successor Administrative Agent and the Former Administrative Agent (and their respective representatives and agents) shall bear no responsibility for any actions taken or omitted to be taken by the Former Administrative Agent while it served as Administrative Agent under the Credit Agreement and the other Loan Documents; (G) the Former Administrative Agent (and its representatives or agents) shall bear no responsibility for any actions taken or omitted to be taken by the Successor Administrative Agent while the Successor Administrative Agent serves as Administrative Agent under the Credit Agreement and the other Loan Documents or any documents executed in connection therewith; (H) the Loan Parties and the Former Administrative Agent hereby authorize the Successor Administrative Agent to file any Uniform Commercial Code assignments or amendments with respect to the Uniform Commercial Code financing statements and other filings in respect of the Collateral as the Successor Administrative Agent deems necessary or reasonably desirable to evidence the Successor Administrative Agent's succession as Administrative Agent under the Credit Agreement and the other Loan Documents and each party hereto agrees to execute any documentation reasonably requested by the Successor Administrative Agent to evidence such succession, at the sole cost and expense of the Loan Parties; and (I) the Former Administrative Agent hereby agrees to deliver promptly to the Successor Administrative Agent the tangible personal property Collateral securing the Obligations that is currently in the possession of the Former Administrative Agent.

(b) Each Loan Party, on behalf of itself and on behalf of all those entities claiming by, through, or under it, together with their successors and assigns (collectively referred to as the

"Loan Party Releasors") and Bank of Hawaii, on behalf of itself as the Successor Administrative Agent and as sole lender under the Credit Agreement (after giving effect to this Agreement), and on behalf of all those entities claiming by, through, or under it, together with their successors and assigns (including the Assignee Lender)(collectively referred to as the "Lender Releasors"; together with the Loan Party Releasors, the "Releasors"), on a joint and several basis, for good and valuable consideration, including, without limitation, the execution of this Agreement by the Former Administrative Agent, does hereby unconditionally remise, release, acquit and forever discharge the Former Administrative Agent and the Former Administrative Agent's past and present officers, directors, shareholders, employees, agents, attorneys, parent corporations, subsidiaries, affiliates, successors and assigns, and the heirs, executors, trustees, administrators, successors, and assigns of any such persons and entities (collectively referred to as the "Agent Releasees"), of and from any and all manner of actions, causes of action, suits, claims, counterclaims, liabilities, obligations, defenses, and demands whatsoever (if any), at law or in equity, or disputed or undisputed, which any of the Releasors ever had, now has, or hereafter can, shall, or may claim to have against any of the Agent Releasees for or by reason of any cause, matter, or thing whatsoever, arising in connection with or related to the Former Administrative Agent's rights, duties or obligations under the Credit Agreement and the other Loan Documents or in connection with the execution of this Agreement.

(c) The parties hereto hereby confirm that all of the provisions of the Credit Agreement (as such provisions exist immediately prior to the Effective Date without giving effect to any modifications thereto), including, without limitation, Article IX (The Administrative Agent), Section 11.2 (Waiver; Amendments), and Section 11.3 (Expenses; Indemnification) to the extent they pertain to the Former Administrative Agent, continue in effect to the extent provided in such provisions for the benefit of the Former Administrative Agent, its sub-agents and its Indemnitees in respect of any actions taken or omitted to be taken by any of them while the Former Administrative Agent was acting as Administrative Agent and inure to the benefit of the Former Administrative Agent. Not in limitation of the foregoing, the Loan Parties agree to reimburse the Former Administrative Agent, promptly upon demand, for any and all reasonable, out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by the Former Administrative Agent in connection with: (i) the consummation of the transactions contemplated in this Agreement and (ii) the negotiation and preparation of this Agreement.

(d) The Former Administrative Agent hereby assigns to the Successor Administrative Agent each of the liens and security interests granted or assigned to the Former Administrative Agent under the Loan Documents and the Successor Administrative Agent hereby assumes all such liens for its benefit and for the benefit of the Secured Parties.

(e) Notwithstanding anything herein to the contrary, each of the Loan Parties agrees that all of the liens and security interests granted by such Loan Party under the Loan Documents shall in all respects be continuing and in effect and are hereby ratified and reaffirmed by each such Loan Party and shall be deemed to be granted to the Successor Administrative Agent for the benefit of the Secured Parties. Without limiting the generality of the foregoing, any reference to the Former Administrative Agent on any publicly filed document, to the extent such filing relates to the liens and security interests in the Collateral assigned hereby and until such filing is

(b) The Assignor Lender represents and warrants that (i) it is the sole legal and beneficial owner of the Assigned Interest and that such interest is free and clear of any adverse claim, pledge, option to purchase, participations, security interests and encumbrances; (ii) there are no actions, suits or proceedings pending or, to the knowledge of the Assignor Lender, threatened or affecting the Assignor Lender which relate to or arise out of the Assigned Interest, nor is there any judgment, order or injunction of any court, arbitration or government authority affecting the Assignor Lender which relates to or arises out of the Assigned Interest; (iii) it has not executed any release, discharge, satisfaction or cancellation of all or any part of the Assigned Interest; and (iv) after giving effect to the prepayment of the Term A Loan contemplated by Section 3(a) below, the outstanding principal amount under the Term A Note assigned to the Assignee Lender (the "Assigned Note") is \$[REDACTED]. Except as expressly set forth in the foregoing sentence, the Assignor Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Loan Documents or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any other instrument or document furnished pursuant thereto; and makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Loan Party or the performance or observance by any Loan Party of any of its obligations under the Loan Documents or any other instrument or document furnished pursuant thereto.

(c) The Assignee Lender (i) confirms that it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered thereunder and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Agreement; (ii) agrees that it will, independently and without reliance upon the Former Administrative Agent or the Assignor Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement; (iii) confirms that it meets the requirements applicable to it set forth in Section 11.4(b) of the Credit Agreement; (iv) appoints and authorizes the Former Administrative Agent and the Successor Administrative Agent, as applicable, to take such action as agent on its behalf and to exercise such powers and discretion under the Credit Agreement and the other Loan Documents as are delegated to such agent, by the terms thereof, together with such powers and discretion as are reasonably incidental thereto; and (v) agrees that it will perform in accordance with their terms all of the obligations that by the terms of the Credit Agreement and the other Loan Documents are required to be performed by it as a Lender.

(d) On the Effective Date, (i) the Assignee Lender shall have the rights and obligations of the Assignor Lender under the Credit Agreement and the other Loan Documents, and (ii) the Assignor Lender shall, to the extent provided in this Agreement and the Credit Agreement, relinquish its rights and be released from its obligations under the Credit Agreement and the other Loan Documents.

(e) From and after the Effective Date, the Former Administrative Agent and the Successor Administrative Agent, as applicable, shall make all payments under the Credit Agreement in respect of the interest assigned hereby (including, without limitation, all payments of principal, interest and commitment fees with respect thereto) to the Assignee Lender. The

modified to reflect the interests of the Successor Administrative Agent, shall be deemed to refer to the Successor Administrative Agent. Each of the Loan Parties further reaffirms its representations and warranties under the Loan Documents inure to the benefit of the Assignee Lender and the Successor Administrative Agent, as applicable.

(f) Each of the Former Administrative Agent, the Successor Administrative Agent, and the Loan Parties, at the sole cost and expense of the Loan Parties, agrees to execute and deliver such further evidence of the assignments, replacement and appointment provided for herein as may be reasonably necessary to carry out the intent and purposes of this Agreement, all in such form as may be reasonably requested by the Successor Administrative Agent. The Former Administrative Agent agrees, and each of the Loan Parties hereby authorizes the Former Administrative Agent, to deliver to the Successor Administrative Agent all tangible Collateral which Former Administrative Agent has in its possession, including, without limitation, any instruments subject to any Loan Document and any securities pledged under any Loan Document. All written communications to the Successor Administrative Agent shall be delivered, mailed or telecopied to the following: Bank of Hawaii, Corporate Banking Division, 130 Merchant Street, 20th Floor, Honolulu, Hawaii, 96813 Attention: Anna Hu, Fax No. (808) 694-8301.

(g) The Former Administrative Agent makes no representation or warranty and assumes no responsibility with respect to (i) any statements, warranties, or representations made in or in connection with the Credit Agreement or any other Loan Document; (ii) the execution, legality, validity, enforceability, perfection, priority, genuineness, sufficiency, or value of the Credit Agreement, any other Loan Document or any Collateral (purported or otherwise); or (iii) the financial condition of Borrower, any of the other Loan Parties or their respective Affiliates, or any other Person obligated in respect of the Credit Agreement or any other Loan Document; or (iv) the performance or observance by the Borrower, any of any other Loan Parties or their respective Affiliates, or any other Person of any of their respective obligations under the Credit Agreement or any other Loan Document. Notwithstanding the foregoing, the Former Administrative Agent represents and warrants that it has provided the Successor Administrative Agent with accurate and correct copies of all written amendments, waivers, consents, and joinder documents (collectively, the "Specified Documents") executed and delivered with respect to the Credit Agreement and the other Loan Documents (other than copies of the Credit Agreement and other Loan Documents which were provided to the Assignee Lender as a Lender under the Credit Agreement).

3. Conditions Precedent. This Agreement shall become effective only upon the satisfaction of the following conditions precedent:

(a) The Former Administrative Agent shall have received from the Borrower, for the benefit of the Lenders party to the Credit Agreement prior to the effectiveness of this Agreement, a payment of the Term A Loan in an amount equal to \$[REDACTED]

(b) The Former Administrative Agent shall have received from the Borrower, for the benefit of the Lenders party to the Credit Agreement prior to the effectiveness of this Agreement,

payment of all unpaid interest and commitment fees that have accrued up to (but not including) the Effective Date.

(c) There shall be no Revolving Loans and Swingline Loans outstanding and all principal, interest, fees, and other amounts with respect thereto shall have been paid in full.

(d) The execution and delivery of this Agreement by each of the parties listed on the signature pages hereto.

(e) The Former Administrative Agent shall have received all fees and other amounts due and payable to the Former Administrative Agent under the Loan Documents or this Agreement on or prior to the date of this Agreement, including reimbursement or payment of all out-of-pocket expenses (including reasonable fees, charges and disbursements of Jones Day as counsel to the Former Administrative Agent).

(f) The First Amendment to Credit Agreement shall have been executed by the Loan Parties, the Assignee Lender and the Successor Administrative Agent, and all other conditions to the effectiveness thereof shall have been satisfied (other than any condition related to the effectiveness of this Agreement).

4. Miscellaneous.

(a) Representations and Warranties. Each of the Former Administrative Agent, the Successor Administrative Agent, the Assignor Lender, the Assignee Lender, and the Loan Parties represents and warrants to the others that (a) it has full power and legal right to execute and deliver this Agreement and to perform the provisions of this Agreement; (b) the execution, delivery and performance of this Agreement have been authorized by all action, corporate or otherwise, and do not violate any provisions of its charter, operating agreement or by-laws or any contractual obligations or requirement of law binding on it; and (c) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms subject, as to enforcement of remedies, to the following qualifications: (i) an order of specific performance and an injunction are discretionary remedies and, in particular, may not be available where damages are considered an adequate remedy at law, and (ii) enforcement may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws affecting enforcement of creditors' rights generally (insofar as any such law relates to the bankruptcy, insolvency or similar event of the Former Administrative Agent, the Successor Administrative Agent, the Assignor Lender, the Assignee Lender, or any Loan Party, as the case may be). To induce the Assignor Lender, the Assignee Lender, the Former Administrative Agent and the Successor Administrative Agent to enter into this Agreement, each Loan Party hereby acknowledges and agrees that, as of the date hereof, there exists no right of offset, defense, counterclaim, claim, or objection in favor of that Loan Party or arising out of or with respect to any of the Loans (including, without limitation, the Assigned Interest) or other obligations of that Loan Party owed to the Administrative Agent and the Lenders under the Credit Agreement or any other Loan Document.

(b) Consent. To the extent required, each of the Loan Parties consents to the transactions contemplated by this Agreement.

(c) Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same instrument. This Agreement may be executed by each party on separate copies, which copies, when combined so as to include the signatures of all parties, shall constitute a single counterpart of the Agreement

(d) Fax or Other Transmission. Delivery by one or more parties hereto of an executed counterpart of this Agreement via facsimile, telecopy, or other electronic method of transmission pursuant to which the signature of such party can be seen (including, without limitation, Adobe Corporation's Portable Document Format) shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability, or binding effect of this Agreement.

(e) Recitals Incorporated Herein. The preamble and the recitals to this Agreement are hereby incorporated herein by this reference.

(f) Section References. Section titles and references used in this Agreement shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreements among the parties hereto evidenced hereby.

(g) Further Assurances. The Borrower agrees to take, at the Borrower's expense, such further actions as the Former Administrative Agent or the Successor Administrative Agent shall reasonably request from time to time to evidence the agreements set forth herein and the transactions contemplated hereby.

(h) Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(i) Severability. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
by their authorized signatory as of the date specified below.

SUNTRUST BANK, as the Assignor Lender
and the Former Administrative Agent


By: 

Name: Bruce L. Guthrie

Title: Vice President

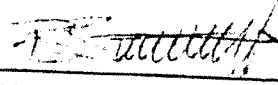
[MOBI - OMNIBUS ASSIGNMENT]

**BANK OF HAWAII, as the Assignee Lender
and the Successor Administrative Agent**

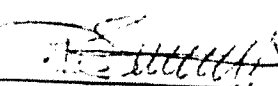
By: 
Name: Anna Hu
Title: Vice President

[MOBI - OMNIBUS ASSIGNMENT]

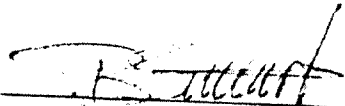
CORAL WIRELESS, LLC, as the Borrower

By: 
Name: Brian Stewart
Title: Vice President, Chief Financial Officer

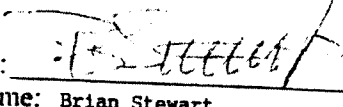
CW HOLDING, INC., as a Guarantor

By: 
Name: Brian Stewart
Title: Vice President, Chief Financial Officer

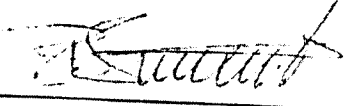
CORAL WIRELESS LICENSES, LLC., as a Guarantor

By: 
Name: Brian Stewart
Title: Vice President, Chief Financial Officer

TRIAD AWS GUAM, INC., as a Guarantor

By: 
Name: Brian Stewart
Title: Vice President, Chief Financial Officer

PO'OKELA COMMUNICATIONS, LLC, as a Guarantor

By: 
Name: Brian Stewart
Title: Vice President, Chief Financial Officer

ADDITIONAL ASSIGNMENT