

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
NTELOS INC.		11/09/2012	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 South Dearborn		
Internal Address:	7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3444196	NTELOS NO ONE ELSE COMPARES	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Angela M. Amaru c/o Latham & Watkins LLP		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	045494-0016		
NAME OF SUBMITTER:	Angela M. Amaru		
Signature:	/s/ Angela M. Amaru		

CH \$40.00 3444196

Date:

12/11/2012

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated November 9, 2012, is made by the Persons listed on the signature page hereof (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, has entered into an Amended and Restated Credit Agreement dated as of August 7, 2009 and amended and restated as of November 9, 2012 (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 Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantors and certain other Persons have executed and delivered that certain Amended and Restated Security Agreement dated August 7, 2009 and amended and restated as of November 9, 2012 made by the Grantor and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") and that certain Intellectual Property Security Agreement dated August 7, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*").

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional IP Collateral (as defined in Section 1 below) of such Grantor and has agreed pursuant thereto to execute this IP Security Agreement Supplement for recording with the United States Patent and Trademark Office, the United States Copyright Office and/or other governmental authorities.

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

(a) 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 "*Additional IP Collateral*"):

(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.

(b) Security for Obligations. The grant of a security interest in the Additional IP Collateral by the Grantors under this IP Security Agreement Supplement secures, and the Additional IP Collateral is collateral security for, the complete payment of all Guaranteed Obligations of each 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 Supplement 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.

(c) 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 Supplement.

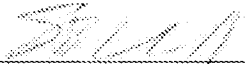
(d) Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional 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 Supplement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

(e) Governing Law. This IP Security Agreement Supplement 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.

[Signature Page Follows]

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


NTELOS Inc.

By 

Name: Stebbins B. Chandor, Jr.
Title: Executive Vice President, Chief Financial Officer, Assistant Secretary and Treasurer

Address for Notices:
1154 Shenandoah Village Drive,
Waynesboro, Virginia 22980

NTELOS Cable Inc.

By 

Executive Vice President, Chief Financial Officer,
Assistant Secretary and Treasurer

Address for Notices:
1154 Shenandoah Village Drive,
Waynesboro, Virginia 22980

Schedule A

Patents and Patent Applications

None.

Schedule B

Trademark and Service Mark Registrations and Applications

<u>Word Mark</u>	<u>Goods and Services</u>	<u>Serial/Registration Number</u>	<u>Filing/Registration Date</u>	<u>Grantor</u>	<u>Type of Mark</u>	<u>Register</u>
NTELOS – No One Else Compares (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. FIRST USE: 20070627. FIRST USE IN COMMERCE: 20070627	3,444,196	06/10/2008	NTELOS Inc.	Service Mark	Principal

Schedule C

Copyright Registrations and Applications and Exclusive Copyright Licenses

Registration	Title	Grantor	Date Created
V3522D654	Your valley connection, CFW Cellular & 38 other titles	Ntelos Cable Inc.	2005
V3522D422	Your valley connection, CFW cellular & 39 other titles	Ntelos Cable Inc.	2005
V3504D913	Your valley connection, CFW Cellular & 39 other titles	Ntelos Cable Inc.	2003
V3521D538	Your valley connection, CFW cellular & 39 other titles	NTELOS Inc.	2005
V3498D155	Your valley connection, CFW cellular & 39 other titles	NTELOS Inc.	2003