

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384432

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		05/06/2016	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	NTELOS, Inc.		
Street Address:	1154 SHENANDOAH VILLAGE DRIVE		
City:	WAYNESBORO		
State/Country:	VIRGINIA		
Postal Code:	22980		
Entity Type:	Corporation: VIRGINIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3444196	NTELOS NO ONE ELSE COMPARES	
Serial Number:	85725106	NTELOS WIRELESS	
Serial Number:	85720941	NTELOS WIRELESS	
Serial Number:	85720985	NTELOS WIRELESS	
Registration Number:	3809961	NTELOS OVERAGE ALERTS	
Serial Number:	85725125	NTELOS WIRELESS	
CORRESPONDENCE DATA			
Fax Number:	3127069125		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3127018623		
Email:	rassmus@mayerbrown.com, ahintz@mayerbrown.com, ipdocket@mayerbrown.com		
Correspondent Name:	Richard Assmus c/o Mayer Brown LLP		
Address Line 1:	71 South Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	13434063		
NAME OF SUBMITTER:	Richard Assmus		
SIGNATURE:	/richard assmus/		

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DATE SIGNED:	05/16/2016
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Total Attachments: 6

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- source=Executed NTELOS IP Release (2013)#page2.tif
- source=Executed NTELOS IP Release (2013)#page3.tif
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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this "Release") is dated as of May 6, 2016 by JPMorgan Chase Bank, N.A., in its capacity as administrative and collateral agent (together with any successors and permitted assigns thereto in such capacity, the "Agent"), in favor of NTELOS Inc., a Virginia corporation (the "Grantor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below).

WHEREAS, pursuant to that certain Amended and Restated Security 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 "Security Agreement"), pursuant to which Grantor executed and delivered to the Agent that certain Intellectual Property Security Agreement Supplement, dated as of November 9, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement Supplement"), for recordation with the United States Patent and Trademark Office and the United States Copyright Office;

WHEREAS, the IP Security Agreement Supplement was recorded with the United States Patent and Trademark Office on January 30, 2013 at reel/frame number 4952/0607 for trademarks and with the United States Copyright Office on January 31, 2013 at Volume 3625 Document 974 for copyrights;

WHEREAS, pursuant to the terms and conditions of the Security Agreement and the IP Security Agreement Supplement, the Grantor granted to the Agent, on behalf of and for the ratable benefit of the Secured Parties a lien on and security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under the Additional IP Collateral (as defined below); and

WHEREAS, the Agent desires to terminate and release the Security Interest in the Additional IP Collateral.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

The term "Additional IP Collateral," as used herein, shall mean:

- 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, 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.

The Agent, on behalf of the Secured Parties, hereby terminates, releases and forever discharges the Security Interest in the Additional IP Collateral.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

JPMORGAN CHASE BANK, N.A., as Agent

By: 
Name: John G. Kowalczyk
Title: Executive Director

SCHEDULE A

TO

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

Patents and Patent Applications



None

SCHEDULE B

TO

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

Trademarks and Trademark Applications

<u>Word Mark</u>	<u>Goods and Services</u>	<u>Serial/Registration Number</u>	<u>Filing/Registration Date</u>	<u>Grantor</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.
NTELOS WIRELESS 		85725125	9/10/2012	NTELOS Inc.
NTELOS WIRELESS 		85725106	9/10/2012	NTELOS Inc.
NTELOS WIRELESS		85720941	9/5/2012	NTELOS Inc.
NTELOS WIRELESS		85720985	9/5/2012	NTELOS Inc.
NTELOS OVERAGE ALERTS		77853796 – filing 3809961- registration	10/21/2009 6/29/2010	NTELOS Inc.

SCHEDULE C

TO

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

Copyright Registrations and Applications and Exclusive Copyright Licenses

Registration	Title	Claimant	Date Created	Date Published	Date Registered	Expiration Date
TX-5-537-017	Waynesboro, VA, Staunton, and Augusta County telephone directory June 2002 to June 2003	NTELOS Inc.	2002	03-May-02	23-May-02	03-May-2097
TX-5-600-190	Alleghany County, VA telephone directory August 2002 to August 2003	NTELOS Inc.	2002	16-Jul-02	07-Aug-02	16-Jul-2097
TX-5-504-695	Botetourt County, VA telephone directory April 2002-03	NTELOS Inc.	2002	21-Mar-02	05-Apr-02	21-Mar-2097
TX-5-372-687	Waynesboro, VA, Staunton, and Augusta County telephone directory June 2001 to June 2002	NTELOS Inc.	2001	03-May-01	18-Jun-01	03-May-2096
TX-5-382-734	Alleghany County, VA telephone directory August 2001 to August 2002	NTELOS Inc.	2001	24-Jul-01	20-Aug-01	24-Jul-2096