

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM384453

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A.		05/06/2016	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NTELOS, Inc.		
<b>Street Address:</b>	1154 SHENANDOAH VILLAGE DRIVE		
<b>City:</b>	WAYNESBORO		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22980		
<b>Entity Type:</b>	Corporation: VIRGINIA		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2251275	LIKE A HOME PHONE AWAY FROM HOME.	
<b>Registration Number:</b>	2611895	NNETWORK	
<b>Registration Number:</b>	2589565	NTELOS	
<b>Registration Number:</b>	2586328	NTELOS	
<b>Registration Number:</b>	2629019	NTELOS	
<b>Registration Number:</b>	2589563	NTELOS	
<b>Registration Number:</b>	3005735	HOMEFREE	
<b>Registration Number:</b>	3005736	HOMEFREE	
<b>Serial Number:</b>	77627971	FRAWG UNLIMITED WIRELESS	
<b>Serial Number:</b>	77237471	NTELOS NO ONE ELSE COMPARES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	3127018623		
<b>Email:</b>	rassmus@mayerbrown.com, ahintz@mayerbrown.com, ipdocket@mayerbrown.com		
<b>Correspondent Name:</b>	Richard Assmus c/o Mayer Brown LLP		
<b>Address Line 1:</b>	71 South Wacker Drive		

CH \$265.00 2251275

**Address Line 4:** Chicago, ILLINOIS 60606

**NAME OF SUBMITTER:** Richard Assmus

**SIGNATURE:** /richard assmus/

**DATE SIGNED:** 05/16/2016

**Total Attachments: 9**

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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, and NTELOS Communications Inc., a Virginia corporation, (collectively, the "Grantors"). 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 Security Agreement, dated as of August 7, 2009 (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, dated as of August 7, 2009 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"), for recordation with the United States Patent and Trademark Office and the United States Copyright Office;

**WHEREAS**, the IP Security Agreement was recorded with the United States Patent and Trademark Office on August 7, 2009 at reel/frame number 4040/0463 for trademarks and with the United States Copyright Office on August 24, 2009 at Volume 3580 Document 638 for copyrights;

**WHEREAS**, pursuant to the terms and conditions of the Security Agreement and the IP Security Agreement, 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 IP Collateral (as defined below); and

**WHEREAS**, the Agent desires to terminate and release the Security Interest in the 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 "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 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**


<b>TRADEMARKS:</b>							
<b>Word Mark</b>	<b>Goods and Services</b>	<b>Serial/Reg. Number</b>	<b>Filing/Reg. Date</b>	<b>Owner</b>	<b>Type of Mark</b>	<b>Register</b>	<b>Expiration Date</b>
LIKE A HOME PHONE AWAY FROM HOME.	Personal Digital Wireless Telecommunications Services Featuring Voice Mail, Long Distance, and Text Messaging Services, Int. Class 38. FIRST USE: 19970922 FIRST USE IN COMMERCE: 19970922	75/449,256 2251275	03/12/98 06/08/99	NTELOS Inc.	Service Mark	Principal	Renewal Due 06/08/2019
NNETWORK	Personal Digital Wireless Telecommunications Services Featuring Voice Mail, Long Distance, and Text Messaging Services, Int. Class 38. FIRST USE: 20001110 FIRST USE IN COMMERCE: 20001110	76/174,405 2611895	12/01/00 08/27/02	NTELOS Inc.	Service Mark	Principal	Renewal Due 08/27/2012
NTELOS	Retail Outlets Featuring Digital Wireless Telecommunications Equipment; Distributorship Services in the Field of Digital Wireless Telecommunications Equipment; Telephone Directory Information, Int. Class 35. FIRST USE: 20000800 FIRST USE IN COMMERCE: 20000800	76/092,032 2589565	07/19/00 07/02/02	NTELOS Inc.	Service Mark	Principal	Renewal Due 07/02/2012

**TRADEMARKS:**

Word Mark	Goods and Services	Serial/Reg. Number	Filing/Reg. Date	Owner	Type of Mark	Register	Expiration Date
NTELOS and Design 	Retail Outlets Featuring Digital Wireless Telecommunications Equipment; Distributorship Services in the Field of Digital Wireless Telecommunications Equipment; Telephone Directory Information, Int. Class 35. FIRST USE: 20000800 FIRST USE IN COMMERCE: 20000800	76/092,030 2586328	07/19/00 06/25/02	NTELOS Inc.	Service Mark	Principal	Renewal Due 06/25/2012
NTELOS 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, Int. Class 38. FIRST USE: 20000800 FIRST USE IN COMMERCE: 20000800	76/092,029 2629019	07/19/00 10/01/02	NTELOS Inc.	Service Mark	Principal	Renewal Due 10/01/2012
NTELOS	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, Int. Class 38. FIRST USE: 20000800 FIRST USE IN COMMERCE: 20000800	76/091,606 2589563	07/19/00 07/02/02	NTELOS Inc.	Service Mark	Principal	Renewal Due 07/02/2012



TRADEMARKS:							
Word Mark	Goods and Services	Serial/Reg. Number	Filing/Reg. Date	Owner	Type of Mark	Register	Expiration Date
HOMEFREE	Telecommunication Services, Namely, Local and Long Distance Transmission of Voice, Data, Graphics by Means of Telephone, Telegraphic, Cable, and Satellite Transmissions; Local and Long Distance Telephone Services; Cellular Telephone Services, Int. Class 38. FIRST USE: 20030914 FIRST USE IN COMMERCE: 20030914	78/381,380 3005735	03/10/04 10/11/05	NTELOS Inc.	Service Mark	Principal	Combined Declaration (8/15) Due 10/11/2011 Renewal Due 10/11/2015
HOMEFREE and Design 	Telecommunication Services, Namely, Local and Long Distance Transmission of Voice, Data, Graphics by Means of Telephone, Telegraphic, Cable, and Satellite Transmissions; Local and Long Distance Telephone Services; Cellular Telephone Services, Int. Class 38. FIRST USE: 20030914 FIRST USE IN COMMERCE: 20030914	78/381,384 3005736	03/10/04 10/11/05	NTELOS Inc.	Service Mark	Principal	Combined Declaration (8/15) Due 10/11/2011 Renewal Due 10/11/2015

TRADEMARKS:							
Word Mark	Goods and Services	Serial/Reg. Number	Filing/Reg. Date	Owner	Type of Mark	Register	Expiration Date
FRAWG UNLIMITED WIRELESS and Design 	Telecommunications and information technology services, namely, providing electric, digital, cellular and wireless transmission of voice, data, images, audio, video, and information via wireless telephone and the Internet, and providing personal communications services, electronic mail and voice messaging services, providing access to directory services by means of wireless telephone and the Internet, paging services, computer-aided transmission of messages and images, and transmitting and broadcasting audio and audio-visual works, Int. Class 38  FIRST USE: 20081101 FIRST USE IN COMMERCE: 20081101	77/627971	12/06/2008	NTELOS, INC.	Service Mark	Principal	Pending Application
NTELOS NO ONE ELSE COMPARES	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	77237471	7/24/2007	NTELOS, Inc.	SERVICE MARK	PRINCIPAL	

**SCHEDULE C**

**TO**

**RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

**Copyright Registrations and Applications and Exclusive Copyright Licenses**

<b>COPYRIGHTS:</b>							
<b>Registration</b>	<b>Title</b>	<b>Physical Description</b>	<b>Name of Claimant</b>	<b>Date Created</b>	<b>Date Published</b>	<b>Date Registered</b>	<b>Expiration Date</b>
VA-421-228	Your valley connection, CFW Cellular	Commercial print	CFW Cellular, Inc. (name changed to NTELOS Communications Inc.)	1990	30-May-90	1-Aug-90	30-May-2085
TXu-634-223	CFW PC/Switch interface programs	Computer program	CFW Communications Company (name changed to NTELOS Inc.)	1993		3-Jun-94	2113