

06-02-2003

5/30/03

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

102454011 ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

NTELOS INC.  
NTELOS TELEPHONE INC.  
NTELOS WIRELESS INC.  
NETACCESS INC.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State  
☐ Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: JANUARY 24, 2003

## 2. Name and address of receiving party(ies)

Name: WACHOVIA BANK, NATIONAL ASSOCIATION,  
Internal AS COLLATERAL AGENT

Address: \_\_\_\_\_

Street Address: 301 SOUTH COLLEGE STREET

City: CHARLOTTE State: NC Zip: 28288-0587

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☐ Corporation-State \_\_\_\_\_  
☒ Other BANK

If assignee is not domiciled in the United States, a domestic  
 representative designation is attached: ☐ Yes ☒ No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

SEE SCHEDULE C ATTACHED HERETO.

B. Trademark Registration No.(s) 2,251,275

SEE SCHEDULE C ATTACHED HERETO.

Additional number(s) attached ☒ Yes ☐ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: JACKIE LEE

Internal Address: ACCESS INFORMATION SERVICES,  
INC.

Street Address: 1773 WESTERN AVENUE

City: ALBANY State: NY Zip: 12203

## 6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41).....\$ 340.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true  
 copy of the original document.

Jackie Lee  
 Name of Person Signing

Jackie Lee  
 Signature

1-28-03  
 Date

Total number of pages including cover sheet, attachments, and document: 22

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

06/02/2003 TDIAZ1 00000024 2251275

01 FC:8521 40.00 OP  
 02 FC:8522 300.00 OP  
 03 FC:8524 120.00 OP

TRADEMARK  
 REEL: 002660 FRAME: 0829

**SCHEDULE B  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**TRADEMARKS:**

Word Mark	Goods and Services	Serial/ Registration Number	Filing/ Registration Date	Owner	Type of Mark	Register
LIKE A HOME PHONE AWAY FROM HOME	IC 038. G&S: personal digital wireless telecommunications services featuring voice mail, long distance, and text messaging services. FIRST USE: 19970922. FIRST USE IN COMMERCE: 19970922	75449256 2251275	12-Mar-98 8-Jun-99	CFW Wireless, Inc.	SERVICE MARK	Principal
INDEPENDENCE CALLING	IC 036. G&S: telephone communications services, namely long distance, prepaid, telephone calling card services. FIRST USE: 19950206. FIRST USE IN COMMERCE: 19950206	74646964 1994812	15-Mar-95 20-Aug-96	CFW Communi- cations Company	SERVICE MARK	Principal
INSTANT ISDN	IC 009. US 021 023 026 036 038. G&S: computer software for providing integrated services digital network connections and manuals sold therewith. FIRST USE: 19910400. FIRST USE IN COMMERCE: 19910400	2113922	11/18/97	NetAccess Inc.	TRADE MARK	Principal

Word Mark	Goods and Services	Serial/ Registration Number	Filing/ Registration Date	Owner	Type of Mark	Register
NETACCESS	IC 009. US 021 023 026 036 038. G&S: computer wide area analog and digital communication subsystems, comprised of multiport computer modem cards and digital interfaces, computer software for computer network telecommunications, and instructional manuals sold as a unit therewith, all for enabling remote access to computer networks via telephone. FIRST USE: 19950331. FIRST USE IN COMMERCE: 19950331	2118566	12/2/97	NetAccess Inc.	TRADE MARK	Supple- mental
INSTANT RAS	IC 009. US 021 023 026 036 038. G&S: computer hardware and software for wide area network subsystems for remote access. FIRST USE: 19960908. FIRST USE IN COMMERCE: 19960908	2181268	8/11/98	NetAccess Inc.	TRADE MARK	Principal
A DIFFERENT STAR IN CYBERSPACE	G&S: providing multiple user access to a global computer information network International Class: 038 First Use Date: 19970601 First Use in Commerce Date: 19970601	2309398	1/18/00	NetAccess Inc.		

Word Mark	Goods and Services	Serial/ Registration Number	Filing/ Registration Date	Owner	Type of Mark	Register
BUILDING YOUR BRANCH OFFICE IN CYBERSPACE	G&S: providing multiple user access to a global computer information network International Class: 038 First Use Date: 19970601 First Use in Commerce Date: 19970601	2309400	1/18/00	NetAccess Inc.		
NNETWORK	Personal Digital Wireless Telecommunications Services Featuring Voice Mail, Long Distance, and Text Messaging Services, Int. Class 38	76/174,405 2611895	12/01/00 08/27/02	NTELOS Inc.	Service Mark	Principal
NREGION	Personal Digital Wireless Telecommunications Services Featuring Voice Mail, Long Distance, and Text Messaging Services, Int. Class 38	76/174,400 2506541	12/01/00 11/13/01	NTELOS Inc.	Service Mark	Principal
NTELOS	Retail Outlets Featuring Digital Wireless Telecommunications Equipment; Distributorship Services in the Field of Digital Wireless Telecommunications Equipment; Telephone Directory Information, Int. Class 35	76/092,032 2589565	07/19/00 07/02/02	NTELOS Inc.	Service Mark	Principal

Word Mark	Goods and Services	Serial/ Registration Number	Filing/ Registration Date	Owner	Type of Mark	Register
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	76/092,030 2586328	07/19/00 06/25/02	NTELOS Inc.	Service Mark	Principal
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	76/092,029 2629019	07/19/01 10/01/02	NTELOS Inc.	Service Mark	Principal

Word Mark	Goods and Services	Serial/ Registration Number	Filing/ Registration Date	Owner	Type of Mark	Register
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	76/091,606 2589563	07/19/00 07/02/02	NTELOS Inc.	Service Mark	Principal

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated January 24, 2003, is made by the Persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of Wachovia Bank, National Association ("**Wachovia**"), as collateral agent (the "**Collateral Agent**") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Ntelos Inc. (formerly known as CFW Communications Company), a Virginia corporation, entered into a Credit Agreement dated as of July 26, 2000 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**;" capitalized terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement), with Wachovia as Administrative Agent and Collateral Agent, and the Lender Parties party thereto.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated July 26, 2000 made by the Grantors and certain other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a security interest in, among other property, certain intellectual property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

SECTION 1. *Grant of Security.* Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "**Collateral**"):

(i) the United States, international, and foreign patents, patent applications and patent licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being

in substantially the form of Exhibit G to the Security Agreement (an "IP Security Agreement Supplement"), executed and delivered by such Grantor to the Collateral Agent from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");

(ii) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Collateral Agent from time to time) (the "Trademarks");

(iii) the copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Collateral Agent from time to time) (the "Copyrights");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

**SECTION 2. *Security for Obligations.*** The pledge and assignment of, and the grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

**SECTION 3. *Recordation.*** Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

**SECTION 4. *Execution in Counterparts.*** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**SECTION 5. *Grants, Rights and Remedies.*** This IP Security Agreement has been entered into in conjunction with the provisions of 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 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.

SECTION 6. *Governing Law.* This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

NTELOS INC.

(formerly known as CFW Communications Company)

NTELOS TELEPHONE INC.

(formerly known as CFW TELEPHONE INC.)

NTELOS WIRELESS INC.

(formerly known as CFW WIRELESS INC.)

NTELOS NETACCESS INC.

(formerly known as NETACCESS INC.)  
as Grantors

By:

  
Name: Michael B. Thompson

Title: SR VP & CFO

WACHOVIA BANK, NATIONAL

ASSOCIATION, as Collateral Agent

By:

\_\_\_\_\_  
Name

c:

Title

:

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

NTELOS INC.

(formerly known as CFW Communications  
Company)

NTELOS TELEPHONE INC.

(formerly known as CFW TELEPHONE INC.)

NTELOS WIRELESS INC.

(formerly known as CFW WIRELESS INC.)

NTELOS NETACCESS INC.

(formerly known as NETACCESS INC.)  
as Grantors

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

Name:

Title:

WACHOVIA BANK, NATIONAL  
ASSOCIATION, as Collateral Agent

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

Name:

Title:

*Katherine A. Harkness*  
*Katherine A. Harkness*  
*Director*

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**SCHEDULE A  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**PATENTS:    NONE**

**SCHEDULE B  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**TRADEMARKS:**

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INSTANT RAS	IC 009. US 021 023 026 036 038. G&S: computer hardware and software for wide area network subsystems for remote access. FIRST USE: 19960908. FIRST USE IN COMMERCE: 19960908	2181268	8/11/98	NetAccess Inc.	TRADE MARK	Principal
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NNETWORK	Personal Digital Wireless Telecommunications Services Featuring Voice Mail, Long Distance, and Text Messaging Services, Int. Class 38	76/174,405 2611895	12/01/00 08/27/02	NTELOS Inc.	Service Mark	Principal
NREGION	Personal Digital Wireless Telecommunications Services Featuring Voice Mail, Long Distance, and Text Messaging Services, Int. Class 38	76/174,400 2506541	12/01/00 11/13/01	NTELOS Inc.	Service Mark	Principal
NTELOS	Retail Outlets Featuring Digital Wireless Telecommunications Equipment; Distributorship Services in the Field of Digital Wireless Telecommunications Equipment; Telephone Directory Information, Int. Class 35	76/092,032 2589565	07/19/00 07/02/02	NTELOS Inc.	Service Mark	Principal

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**SCHEDULE C  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**COPYRIGHTS:**

Registration	Title	Physical Description	Name of Claimant	Date Created	Date Published	Date Registered
VA-421-228	Your valley connection, CFW Cellular	Commercial print	CFW Cellular, Inc.	1990	30-May-90	1-Aug-90
TX-4-516-644	Waynesboro, VA, Staunton, and Augusta County telephone directory, 1997-98		CFW Communications Company	1997	15-May-97	10-Jul-97
TX-4-633-769	Alleghany County, VA, telephone directory, 1997-98		CFW Communications Company	1997	23-Jul-97	8-Sep-97
TX-4-821-925	Alleghany County, VA, telephone directory, 1998-99		CFW Communications Company	1998	4-Aug-98	12-Jan-99
TX-634-223	CFW PC/Switch interface programs	Computer program	CFW Communications Company	1993		3-Jun-94
TX-4-733-101	Waynesboro, VA, Staunton, and Augusta County telephone directory 1998-99		CFW Intelos	1998	7-May-98	25-Jun-98
VA-424-443	Turn to touch	Commercial print: advertisement	Clifton Forge-Waynesboro Telephone Company (CFW Telephone Inc.)	1985	1-Jun-89	8-Aug-90

Registration	Title	Physical Description	Name of Claimant	Date Created	Date Published	Date Registered
TX-3-557-454	Waynesboro, VA, telephone directory, June 1993		Clifton Forge-Waynesboro Telephone Company (CFW Telephone Inc.)	1993	12-May-93	27-May-93
TX-3-613-062	Clifton Forge, VA, Covington & Alleghany County, telephone directory, August 1993		CFW Telephone Inc.	1993	14-Jul-93	28-Jul-93
TX-3-777-273	Augusta County, VA, telephone directory, 1994		Clifton Forge-Waynesboro Telephone Company (CFW Telephone Inc.)	1994	11-May-94	16-May-94
TX-3-852-316	Coving, VA, telephone directory, 1994-95		CFW Telephone Inc.	1994	28-Jun-94	6-Sep-94
TX-4-945-090	Waynesboro, VA, Staunton and Augusta County, 1999-2000		CFW Intelos	1999	7-May-99	9-Jun-99
TX-4-988-986	Alleghany County, VA, telephone directory, August 1999-2000		CFW Intelos	1999	23-Jul-99	16-Sep-99
TX-3-315-725	Waynesboro, VA, and Augusta County yellow pages, June 1992		CFW Telephone Inc.	1992	12-May-92	28-Mar-92
TX-3-106-402	Clifton Forge, VA, Covington & Alleghany County, yellow pages, August 1991		CFW Telephone Inc.	1991	12-Jul-91	29-Jul-91

Registration	Title	Physical Description	Name of Claimant	Date Created	Date Published	Date Registered
TX-3-061-694	Waynesboro, VA, and Augusta County, official directory, June 1991		CFW Telephone Inc.	1991	10-May-91	28-May-91
TX-2-857-911	Clifton Forge, VA ... [et al.], directory, August 1990		CFW Telephone Inc.	1990	13-Jul-90	26-Jul-90
TX-2-830-972	Waynesboro, VA ... [et al.], official directory, June 1990		CFW Telephone Inc.	1990	11-May-90	30-May-90
TX-2-611-911	Clifton Forge, VA ... [et al.], official directory, August 1989		CFW Telephone Inc.	1989	14-Jul-89	4-Aug-89
TX-2-582-039	Waynesboro, VA ... [et al.], official directory, June 1989		CFW Telephone Inc.	1989	12-May-89	30-May-89
TX-2-404-689	Clifton Forge, VA ... [et al.], official directory, August 1988		CFW Telephone Inc.	1988	15-Jul-88	7-Oct-88
TX-2-316-541	Waynesboro, VA ... [et al.], official directory, June 1988		CFW Telephone Inc.	1988	13-May-88	31-May-88
TX-2-117-643	Clifton Forge, VA ... [et al.], official directory, August 1987		CFW Telephone Inc.	1987	14-Jul-87	4-Aug-87
TX-1-882-499	Clifton Forge, VA ... [et al.], telephone directory, August 1986		CFW Telephone Inc.	1986	15-Jul-86	29-Jul-86

Registration	Title	Physical Description	Name of Claimant	Date Created	Date Published	Date Registered
TX-1-840-561	Waynesboro, VA, telephone directory, June 1986		CFW Telephone Inc.	1986	14-May-86	19-Jun-86
TX-1-670-970	Clifton Forge, VA ... [et al.], telephone directory, August 1985		CFW Telephone Inc.	1985	16-Jul-85	1-Oct-85
TX-1-615-602	Clifton Forge, VA ... [et al.], telephone directory, August 1984		CFW Telephone Inc.	1984	25-Jun-84	7-Jun-85
TX-1-607-263	Waynesboro, VA, telephone directory, June 1985		CFW Telephone Inc.	1985	15-May-85	16-Jul-85
TX-1-394-420	Waynesboro, VA, telephone directory, June 1984		CFW Telephone Inc.	1984	14-May-84	8-Aug-84
TX-1-201-675	Clifton Forge, VA ... [et al.], telephone directory, August 1983		CFW Telephone Inc.	1983	14-Jul-83	26-Sep-83
TX-1-181-115	Waynesboro, VA, telephone directory, June 1983		CFW Telephone Inc.	1983	13-May-83	22-Aug-83
TX-958-625	Clifton Forge, VA ... [et al.], telephone directory, August 1982		CFW Telephone Inc.	1982	14-Jul-82	16-Aug-82
TX-903-255	Waynesboro, VA, telephone directory, June 1982		CFW Telephone Inc.	1982	14-May-82	25-May-82
TX-766-120	Clifton Forge, VA ... [et al.], telephone directory, August 1981		CFW Telephone Inc.	1981	14-Jul-81	7-Aug-81

Registration	Title	Physical Description	Name of Claimant	Date Created	Date Published	Date Registered
TX-698-103	Waynesboro, VA, telephone directory, June 1981		CFW Telephone Inc.	1981	13-May-81	26-May-81
TX-568-009	Clifton Forge, VA ... [et al.], telephone directory, August 1980		CFW Telephone Inc.	1980	14-Jul-80	2-Sep-80
TX-490-302	Waynesboro, VA telephone directory, June 1980		CFW Telephone Inc.	1980	19-May-80	5-Jun-80
TX-269-818	Waynesboro telephone directory, June 1979		CFW Telephone Inc.	1979	16-May-79	18-Jun-79
TX-128-267	Clifton Forge, Covington, Potts Creek, VA telephone directory, August 1978		CFW Telephone Inc.	1978	1-Aug-78	26-Oct-78
TX-108-304	Waynesboro, VA telephone directory, June 1978		CFW Telephone Inc.	1978	1-Jun-78	13-Jul-78