TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		09/24/2008	National Banking Association: MINNESOTA

RECEIVING PARTY DATA

Name:	RCC Holdings, Inc.
Street Address:	c/o Rural Cellular Corporation, 3905 Dakota Street, SW
City:	Alexandria
State/Country:	MINNESOTA
Postal Code:	56308
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2526217	CLEARLY SUPERIOR

CH $40.00 2526217

CORRESPONDENCE DATA

Fax Number: (212)909-6836
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 909-6000
Email: trademarks@debevoise.com
Correspondent Name: Brandon C. Gruner, Esq.
Address Line 1: Debevoise & Plimpton LLP, 919 Third Ave.
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	23201-1002
NAME OF SUBMITTER:	Brandon C. Gruner
Signature:	/Brandon C. Gruner/
Date:	09/26/2008

Total Attachments: 5
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE, dated as of September 24, 2008, from U.S. Bank National Association, a United States national banking association having a principal place of business at 60 Livingston Avenue, St. Paul, Minnesota 55107, as trustee (the "Trustee") under the Indenture (as hereinafter defined), to RCC Holdings, Inc., a Minnesota corporation having a principal place of business at c/o Rural Cellular Corporation, 3905 Dakota Street, SW, Alexandria, Minnesota 56308 (the "Pledgor"). Capitalized terms used herein without definition are used as defined in the Indenture, dated as of March 25, 2004, among the Trustee and the Pledgor (as amended, supplemented or otherwise modified from time to time, the "Indenture") and the Collateral Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Collateral Agreement, dated as of March 25, 2004 (the "Collateral Agreement"), made by the Pledgor in favor of the Trustee, a security interest (the "Security Interest") was granted by the Pledgor to the Trustee in all Intellectual Property, including certain Trademarks and Trademark Licenses (as hereinafter defined); and

WHEREAS, the Collateral Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on May 18, 2004 at Reel 2853, Frame 0171; and

WHEREAS, the Trustee now desires to terminate and release the entirety of its Security Interest in the Intellectual Property, including the Trademarks and Trademark Licenses.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Intellectual Property, including the Trademarks and Trademark Licenses, pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Trustee hereby states as follows:

1. Trademarks: The term "Trademarks," as used herein, shall mean all of the Pledgor's right, title and interest in and to (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar

office or agency of the United States, any State thereof, or otherwise, and all common-law rights related thereto, including, without limitation, all of the registered trademarks and trademark applications referred to on Schedule I hereto, (ii) the right to obtain all renewals thereof, and (iii) all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

2. Trademark License: The term "Trademark License," as used herein, shall mean all of the Pledgor's right, title and interest in and to (i) any written agreement, providing for the grant by or to the Pledgor of any right to use any Trademark, and (ii) all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

3. Release of Security Interest: The Trustee hereby terminates, releases and discharges its Security Interest in the Intellectual Property, including the Trademarks and Trademark Licenses, and any right, title or interest of the Trustee in such Intellectual Property, including the Trademarks and Trademark Licenses, shall hereby cease and become void.

4. Further Assurances: The Trustee shall execute and deliver to the Pledgor such documents as the Pledgor shall reasonably request to evidence termination and release of the Security Interest.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

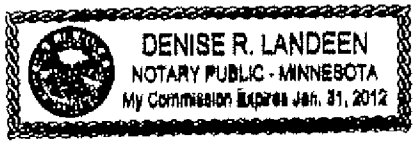
U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Name: Richard Prokosch
Title: Vice President

ACKNOWLEDGMENT

STATE OF MINNESOTA)
:SS:
COUNTY OF RAMSEY)

This instrument was acknowledged before me on September 24, 2008 by Richard Prokosch as Vice President of U.S. Bank National Association.



Denise Landeen
(signature and office of individual taking acknowledgment)

My commission expires: January 31, 2012

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SCHEDULE I

Trademark Registrations

TRADEMARK	App. No.	Filing Date	Reg. No.	Reg. Date
CLEARLY SUPERIOR	75-628,134	1/27/99	2,526,217	1/1/02

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