

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
CRICKET COMMUNICATIONS, INC.		06/05/2009	CORPORATION: DELAWARE
LEAP WIRELESS INTERNATIONAL, INC.		06/05/2009	CORPORATION: DELAWARE
CRICKET LICENSEE (REACTION), LLC		06/05/2009	LIMITED LIABILITY COMPANY: DELAWARE
CRICKET LICENSEE I, LLC		06/05/2009	LIMITED LIABILITY COMPANY: DELAWARE
CRICKET LICENSEE 2007, LLC		06/05/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	WILMINGTON TRUST FSB
Street Address:	1100 North Market St. C/O Wilmington Trust Company
Internal Address:	Attn.: Corporate Capital Markets
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	FEDERAL SAVINGS BANK: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3325188	CRICKET
Registration Number:	2359370	CRICKET
Registration Number:	2363821	CRICKET
Registration Number:	2359369	CRICKET
Registration Number:	3356837	CRICKET CLICKS
Registration Number:	3344776	FLEX BUCKET
Registration Number:	2807899	INFINI-G

CH \$465.00 3325188

Registration Number:	3264633	JUMP
Registration Number:	3397319	JUMP MOBILE
Registration Number:	3272164	K
Registration Number:	3504565	REAL UNLIMITED. UNREAL SAVINGS
Registration Number:	3061435	LEAP
Serial Number:	76149639	LEAP
Serial Number:	77730188	CRICKET MYPERKS
Serial Number:	77078234	CRICKET WIRELESS
Serial Number:	77730184	MYPERKS
Serial Number:	77395671	REAL UNLIMITED. UNREAL SAVINGS.
Serial Number:	77395664	REAL UNLIMITED. UNREAL SAVINGS.

CORRESPONDENCE DATA

Fax Number: (646)848-4455
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-848-4455
Email: jlik@shearman.com
Correspondent Name: Jordan Altman
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	3232/493
NAME OF SUBMITTER:	JORDAN ALTMAN
Signature:	/JORDAN ALTMAN/
Date:	06/09/2009

Total Attachments: 10
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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 June 5, 2009, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Wilmington Trust FSB, as Collateral Trustee (in such capacity, together with any successor collateral trustee appointed pursuant to the Collateral Trust Agreement, the "*Collateral Trustee*") for the Secured Parties. Terms defined in the Security Agreement (as hereinafter defined) and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, CRICKET COMMUNICATIONS, INC., a Delaware corporation (the "*Company*") has entered into an indenture dated as of June 5, 2009 (the "*7.75% Indenture*") with Wilmington Trust FSB, as trustee, and the other Grantors have guaranteed the obligations of the Company under the 7.75% Indenture pursuant to a note guarantee set forth in the 7.75% Indenture.

WHEREAS, pursuant to the 7.75% Indenture, the Grantors agreed to enter into that certain Security Agreement dated as of June 5, 2009 (the "*Security Agreement*") in order to grant to the Collateral Trustee, for the ratable benefit of the Secured Parties, a security interest in the Collateral (as hereinafter defined).

WHEREAS, under the terms of the Security Agreement, the Grantors have agreed to enter into this IP Security Agreement in order to grant to the Collateral Trustee, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement 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 Trustee for its benefit and for, and in trust for, the ratable benefit of the Secured Parties, a lien on and a security interest in, all of such Grantor's right, title and interest in and to the following (but in all cases excluding any Excluded Asset) (the "*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 intent-to-use trademark or service mark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark applications under applicable federal law), together with the goodwill symbolized thereby;

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any 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;

(v) any and all claims for damages and 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 sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral.

SECTION 2. Security for Obligations. This IP Security Agreement secures, in the case of each Grantor, the payment of all Secured Obligations of such Grantor and the payment of all amounts that constitute part of the Secured Obligations and would be owed by such Grantor to any Secured Party but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving any Grantor.

SECTION 3. 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.

SECTION 4. Execution in Counterparts. This IP Security 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.

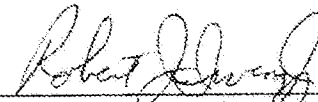
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Trustee 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 IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

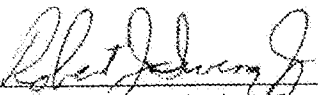
Address for Notices:
10307 Pacific Center Court
San Diego, CA 92121
ATTN: General Counsel

CRICKET COMMUNICATIONS, INC.

By: 
Name: Robert J. Irving, Jr.
Title: Senior Vice President, General
Counsel and Secretary

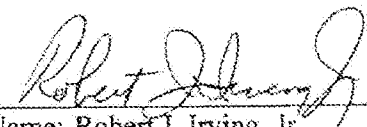
Address for Notices:
10307 Pacific Center Court
San Diego, CA 92121
ATTN: General Counsel

LEAP WIRELESS INTERNATIONAL, INC.

By: 
Name: Robert J. Irving, Jr.
Title: Senior Vice President, General
Counsel and Secretary

Address for Notices:
10307 Pacific Center Court
San Diego, CA 92121
ATTN: General Counsel


CRICKET LICENSEE (REAUCTION), LLC
CRICKET LICENSEE I, LLC
CRICKET LICENSEE 2007, LLC

By: 
Name: Robert J. Irving, Jr.
Title: Senior Vice President, General
Counsel and Secretary

[Signature Page to the IP Security Agreement]

TRADEMARK
REEL: 004001 FRAME: 0845

WILMINGTON TRUST FSB, as Collateral Trustee

By: 
Name: Michael G. Oller
Title: Assistant Secretary and
Assistant Vice President

[Signature Page to the IP Security Agreement]

TRADEMARK
REEL: 004001 FRAME: 0846

SCHEDULE A

Patents

U.S. Patents:

Owner	Title	Patent No.	Issue Date
Cricket Communications, Inc.	System and method for sending local information from a wireless browser to a web server	7330883	2/12/2008
Cricket Communications, Inc.	System and method for providing wireless communications services	7454193	11/18/2008
Cricket Communications, Inc.	Operations method for providing wireless communication services	7483689	1/27/2009
Paltalk Holdings, Inc.	Server-group messaging system for interactive applications	5822523	10/13/1998
Paltalk Holdings, Inc.	Server-group messaging system for interactive applications	6018766	1/25/2000
Leap Wireless International Inc.	Network match maker	6128660	10/3/2000
Paltalk Holdings, Inc.	Server-group messaging system for interactive applications	6226686	5/1/2001
Leap Wireless International Inc.	Latency server and matchmaker	6304902	10/16/2001
Leap Wireless International Inc.	Network match maker	6345297	2/5/2002
Leap Wireless International Inc.	System and method for attaching an advertisement to an SMS message for wireless transmission	6381465	4/30/2002
Leap Wireless International Inc.	Adaptive communication data retrieval system	6405034	6/11/2002
Leap Wireless International Inc.	System and method for locating and tracking mobile telephone devices via the internet	6456854	9/24/2002
Leap Wireless International Inc.	System and method for displaying the location of a wireless communications device wiring a universal resource locator	6609005	8/19/2003
Leap Wireless International Inc.	System and method for providing targeted messages based on wireless mobile location	6647257	11/11/2003
Leap Wireless International Inc.	System and method for sampling audio recordings on a wireless communication device	6751454	6/15/2004
Leap Wireless International Inc.	Method for providing wireless communication services and network and system for delivering same	6813497	11/2/2004
Leap Wireless International Inc.	System and method for enhanced wireless communication features	6813502	11/2/2004
Leap Wireless International Inc.	Method and system for mediating interactive services over a wireless communications network	6874029	3/29/2005
Cricket Communications, Inc.	Method and system for improving the efficiency of state information transfer over a wireless communications network	6947761	9/20/2005
Cricket Communications,	Operations method for providing wireless	6959183	10/25/2005

Owner	Title	Patent No.	Issue Date
Inc.	communication services and network and system for delivering same		
Leap Wireless International Inc.	Dynamically defined context sensitive jump menu	7010758	3/7/2006
Leap Wireless International Inc.	Adaptive communication data retrieval system	7035625	4/25/2006
Cricket Communications, Inc.	Method and system to facilitate interaction between and content delivery to users of a wireless communications network	7035653	4/25/2006
Leap Wireless International Inc.	Wireless communications handoff method and system employing such	7359707	4/15/2008
Leap Wireless International Inc.	Object-Oriented Method for Matching Clients Together with Servers According to Attributes Included in Join Request	5828843	10/27/1998
Leap Wireless International Inc.	Method and Apparatus for Match Making	6023729	2/8/2000
Leap Wireless International Inc.	Network Match Maker Matching Requesters Based on Communication Attribute Between the Requesters	5894556	4/13/1999


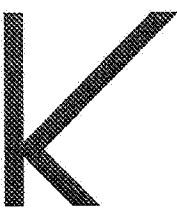
U.S. Patent Applications:

Owner	Title	Application No.	Filing Date
Cricket Communications, Inc.	Method and system for mediating interactive services over a wireless communications network	11032303	1/10/2005
Cricket Communications, Inc.	Method and system for improving the efficiency of state information transfer over a wireless communications network	11200599	8/10/2005
Cricket Communications, Inc.	Computer network page advertising method	11191172	7/27/2005
Cricket Communications, Inc.	Method and system to facilitate interaction between and content delivery to users of a wireless communications network	11400783	4/7/2006
Cricket Communications, Inc.	Adaptive communication data retrieval system	11599782	11/15/2006
Cricket Communications, Inc.	Business method for providing wireless communication services and network and system for delivering same	11529074	9/27/2006
Cricket Communications, Inc.	Method and system for providing interactive services over a wireless communications network	11635804	12/7/2006
Cricket Communications, Inc.	Method for providing wireless communication services and network and system for delivering same	11511176	8/28/2006
Leap Wireless International Inc.	Voice attachment to an email using a wireless communication device	09881671	6/18/2001
Cricket Communications, Inc.	System and Method for an Adaptive User Communications Device	10624085	7/21/2003
Cricket Communications,	System and Method for Sending Local	12028766	2/8/2008

Owner	Title	Application No.	Filing Date
Inc.	Information from a Wireless Browser to a Web Server		
Leap Wireless International Inc.	Wireless Communications Handoff Method and System Employing Such	12100276	4/9/2008
Cricket Communications, Inc.	Improved Operations Method for Providing Wireless Communication Services	12358117	1/22/2009
Cricket Communications, Inc	Operations Method of Providing Wireless Communication Service and Network and System for Delivering Same	11331453	1/11/2006
Cricket Communications, Inc	Telecommunications Least Cost Routing System	12014030	1/14/2008
Cricket Communications, Inc	Single Port Dual Antenna	11951190	12/5/2007

Trademarks

U.S. Trademarks:

Owner	Trademark	Status	Application No. Application Date	Registration No. Registration Date
Cricket Communications, Inc.	CRICKET cricket	REGISTERED	76603202 19-JUL-2004	3325188 30-OCT-2007
Cricket Communications, Inc.	CRICKET	REGISTERED	75551094 11-SEP-1998	2359370 20-JUN-2000
Cricket Communications, Inc.	CRICKET	REGISTERED	75551093 11-SEP-1998	2363821 04-JUL-2000
Cricket Communications, Inc.	CRICKET	REGISTERED	75551090 11-SEP-1998	2359369 20-JUN-2000
Cricket Communications, Inc.	CRICKET CLICKS	REGISTERED	76658393 13-APR-2006	3356837 18-DEC-2007
Cricket Communications, Inc.	FLEX BUCKET	REGISTERED	76658386 13-APR-2006	3344776 27-NOV-2007
Cricket Communications, Inc.	INFINI-G	REGISTERED	76422899 19-JUN-2002	2807899 27-JAN-2004
Cricket Communications, Inc.	JUMP	REGISTERED	78874891 02-MAY-2006	3264633 17-JUL-2007
Cricket Communications, Inc.	JUMP MOBILE 	REGISTERED	77098180 02-FEB-2007	3397319 18-MAR-2008
Cricket Communications, Inc.	K 	REGISTERED	78874889 02-MAY-2006	3272164 31-JUL-2007
Cricket Communications, Inc.	REAL UNLIMITED. UNREAL SAVINGS	REGISTERED	77395678 13-FEB-2008	3504565 23-SEP-2008
Leap Wireless International Inc.	LEAP	REGISTERED	76149590 18-OCT-2000	3061435 28-FEB-2006
Leap Wireless International Inc.	LEAP	PUBLISHED (PENDING) Intent to Use	76149639 18-OCT-2000	
Leap Wireless International Inc.	LEAP	REGISTERED	2318210 27-JULY-2001	2318210 26-MAY-2004

U.S. Trademark Applications:

Owner	Trademark	Status	Application No. Application Date	Registration No. Registration Date
Cricket Communications, Inc.	CRICKET MYPERKS	PENDING Intent to Use	77730188 06-MAY-2009	
Cricket Communications, Inc.	CRICKET WIRELESS cricket wireless	PUBLISHED (PENDING)	77078234 08-JAN-2007	
Cricket Communications, Inc.	MYPERKS	PENDING	77730184 06-MAY-2009	
Cricket Communications, Inc.	REAL UNLIMITED. UNREAL SAVINGS.	PUBLISHED (PENDING) Intent to Use	77395671 13-FEB-2008	
Cricket Communications, Inc.	REAL UNLIMITED. UNREAL SAVINGS.	PUBLISHED (PENDING) Intent to Use	77395664 13-FEB-2008	

Copyrights

None.