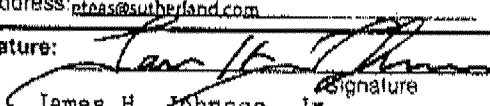


RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies): NEW-CELL, INC.</p> <p> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Wisconsin</u> <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Name: <u>COBANK, ACB</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>5500 South Quebec Street</u></p> <p>City: <u>Englewood</u></p> <p>State: <u>Colorado</u></p> <p>Country: <u>USA</u> Zip: <u>80111</u></p> <p> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>federally chartered bank</u> Citizenship <u>United States</u> </p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance /Execution Date(s) :</p> <p>Execution Date(s) <u>12/17/2010</u></p> <p> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Document ID No. 900179182</u> </p>	
<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) _____</p> <p>B. Trademark Registration No.(s) 3119383; 3422482; 2649154; 2490769; 2490770; 2492552; 2492553; 2497370; 2199260</p> <p style="text-align: right;">Additional sheet(s) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</p>	
<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>James H. Johnson, Jr.</u></p> <p>Internal Address: <u>SUTHERLAND</u></p> <p>Street Address: <u>999 Peachtree St., NE</u></p> <p>City: <u>Atlanta</u></p> <p>State: <u>Georgia</u> Zip: <u>30309-3996</u></p> <p>Phone Number: <u>404-853-8395</u></p> <p>Fax Number: <u>404-853-8806</u></p> <p>Email Address: <u>ptcas@sutherland.com</u></p>	<p>6. Total number of applications and registrations involved: 9</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$<u>240</u></p> <p> <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed </p>
<p>8. Payment information:</p> <p>Deposit Account Number <u>195029</u></p> <p>Authorized User Name: <u>James H. Johnson, Jr.</u></p>	
<p>9. Signature: </p> <p style="text-align: right;">Date: <u>January 19, 2011</u></p> <p style="text-align: center;">Name of Person Signing: <u>James H. Johnson, Jr.</u></p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 6</p>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$240.00 195029 3119383

**AMENDED AND RESTATED GRANT OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS**

WHEREAS, NEW-CELL, INC. (the "Pledgor") is the owner of the trademarks and service marks listed on Schedule A attached hereto, which marks are registered or have pending registrations in the United States Patent and Trademark Office as set forth on Schedule A attached hereto (all such trademarks, service marks, registrations and applications, collectively, the "Trademarks") and is the owner of the patents listed on Schedule A attached hereto, which patents are registered or have pending applications in the United States Patent and Trademark Office as set forth on Schedule A attached hereto (all such patents, registrations and applications, collectively, the "Patents"); and


WHEREAS, the Pledgor has entered into a Pledge and Security Agreement (as amended, modified, restated or supplemented from time to time, the "Security Agreement"), originally dated as of December 13, 2004 and amended and restated as of December 17, 2010, in which the Pledgor has agreed with CoBank, ACB, as Administrative Agent (the "Administrative Agent"), with offices at 5500 South Quebec Street, Englewood, Colorado 80111, to execute this Amended and Restated Grant of Security Interest in Patents and Trademarks;

WHEREAS, the Pledgor previously executed and delivered that certain Grant of Security Interest in Patents and Trademarks, dated December 15, 2004 in favor of the Administrative Agent (the "Prior Patent and Trademark Security Agreement"), which Prior Patent and Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 3012, Frame 0439;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of the Secured Obligations (as defined in the Security Agreement), the Pledgor does hereby grant to the Administrative Agent an amended and restated security interest in all of its right, title and interest in and to the Trademarks and the Patents, and the use thereof, together with all proceeds and products thereof and the goodwill of the businesses symbolized by the Trademarks and the Patents. This Amended and Restated Grant of Security Interest has been given in conjunction with the security interest granted to the Administrative Agent under the Security Agreement, and the provisions of this Amended and Restated Grant of Security Interest are without prejudice to and in addition to the provisions of the Security Agreement, which are incorporated herein by this reference.

[Signature page to follow]

NEW-CELL, INC.

By: 
Patrick D. Riordan
President and Chief Executive Officer

[Signature Page to Amended and Restated Grant of Security Interests
in Patents and Trademarks]

TRADEMARK
REEL: 004456 FRAME: 0468

Schedule A

TRADEMARKS AND TRADEMARK REGISTRATIONS

TRADEMARK	GOODS/SERVICES	OWNER	STATE/ FEDERAL	STATUS
CELLCOM	Cellular and digital wireless telephones, and equipment and accessories therefor, namely-- cases, holsters, belt clips, batteries, chargers, hands free sets, headsets, masks, antennas, cellular modems, microphones and amplifiers; electronic downloadable games for wireless devices; and downloadable ring tones with multi-ring features for wireless devices; Wireless telecommunication services, namely, wireless local and long distance telephone; wireless and Internet text messaging; wireless and Internet paging; wireless data communication services, namely, transmission of data to data cards, wireless phones, wireless handsets, remote computers and other wireless devices; wireless e-mail services; providing wireless Internet access; and electronic and digital transmission of images, messages and data; wireless communication services, namely, transmission of wireless data to and from mobile telephones.	New-Cell, Inc.	USA Federal	Registered 7/25/06 Reg. No. 3119383
MULTIRING	Wireless telecommunication services, namely, custom calling features that allow callers to ring multiple telephone numbers, either simultaneously or sequentially, by calling one primary telephone number	New-Cell, Inc.	USA Federal	Registered 05/06/08 Reg. No. 3422482
CLEARLY THE BEST	Telecommunications services, namely, text and numeric digital messaging services, voice mail services, cellular telephone services, local multipoint distribution service wireless communication services, local and long distance services, personal communication services, local multipoint distribution service, local and long distance services via the Internet	New-Cell, Inc.	USA Federal	Registered 11/12/02 Sec 8 & 15 filed 05/06/08 Reg. No. 2649154
PERFECT CHOICE	Prepaid wireless telecommunication services	New-Cell, Inc.	USA Federal	Registered 9/18/2001 Sec 8 & 15 filed 08/14/07 Reg. No. 2490769
PERFECT CHOICE TO GO	Prepaid wireless telecommunication services	New-Cell, Inc.	USA Federal	Registered 9/18/2001 Sec 8 & 15 filed 08/14/07 Reg. No. 2490770
PERFECT CHOICE (with design)	Prepaid wireless telecommunication services	New-Cell, Inc.	USA Federal	Registered 9/25/2001 Sec 8 & 15 filed 08/14/07 Reg. No. 2492552
PERFECT CHOICE TO GO (with design)	Prepaid wireless telecommunication services	New-Cell, Inc.	USA Federal	Registered 9/25/2001 Sec 8 & 15 filed 08/14/07 Reg. No. 2492553
MULTIRING	Wireless telecommunication services, namely, custom calling features that allow callers to ring multiple telephone numbers, either simultaneously or sequentially, by calling one primary telephone number	New-Cell, Inc.	USA Federal	Registered on the <u>Supplemental Register</u> 10/9/2001 Sec 8 filed 08/14/07 Reg. No. 2497370

TRADEMARK	GOODS/SERVICES	OWNER	STATE / FEDERAL	STATUS
CHIRP	Telecommunications services, namely, retail local wireless phone services	New-Cell, Inc.	USA Federal	Registered 6/25/2002 Sec 8 & 15 filed 07/05/07 Reg. No. 2584693
LEADER OF THE PACK	Providing wireless telecommunication services, namely, cellular telephone, cellular facsimile and cellular paging services	New-Cell, Inc.	USA Federal	Registered 10/27/1998 Sec 8 & 9 filed 02/05/09 Reg. No. 2199260

PATENTS AND PATENT APPLICATIONS

None.

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RECORDED: 01/19/2011

**TRADEMARK
REEL: 004456 FRAME: 0471**