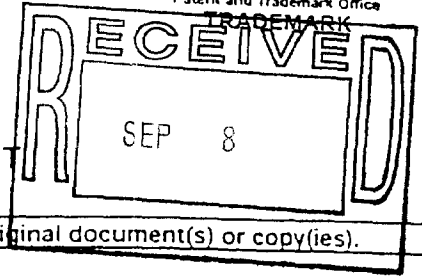


09-09-1998



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY



MKD  
9/8/98

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other **Agency Assumption Agreement**

Conveying Party

Mark if additional names of conveying parties attached

Name **The First National Bank of Chicago**

Execution Date  
Month Day Year  
**05 13 1998**

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name **NBD Bank, N.A.**

DBA/AKA/TA

Composed of

Address (line 1) **One Indiana Square**

Address (line 2) **Suite 7028**

Address (line 3) **Indianapolis**

**Indiana**

**46266**

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership

- Corporation
- Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

09/09/1998 SSMITH 00000135 2095698

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 OP  
25.00 OP

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 1784 FRAME: 0363

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2095698"/>	<input type="text" value="2170782"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Michelle L. Blackmon

Name of Person Signing

Michelle L. Blackmon 9/3/98

Signature

Date Signed

**AGENCY ASSUMPTION AGREEMENT**

THIS AGENCY ASSUMPTION AGREEMENT ("Agreement") is made as of May 13, 1998, by THE FIRST NATIONAL BANK OF CHICAGO ("First Chicago") and NBD BANK, N.A. ("NBD").

**W I T N E S S E T H:**

WHEREAS, First Chicago is the administrative agent under that certain Multicurrency Credit Agreement, dated as of June 24, 1997 (as amended prior to the date hereof, the "Original Credit Agreement") by and among Brightpoint, Inc., a Delaware corporation (the "Company"), Brightpoint International Ltd., a Delaware corporation ("BIL"; the Company and BIL being referred to collectively as the "Borrowers"), certain of BIL'S foreign subsidiaries (the "Borrowing Subsidiaries"), the parties named therein as "Guarantors", the financial institutions from time to time party thereto as "Lenders", First Chicago, in its capacity as administrative agent for the Lenders and Bank One, Indiana, National Association, in its capacity as syndication agent for the Lenders;

WHEREAS, the Borrowers, the Borrowing Subsidiaries, the Lenders, First Chicago and NBD have entered into an Amended and Restated Multicurrency Credit Agreement dated as of the date hereof substantially restating the terms of the Original Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Restated Credit Agreement");

WHEREAS, capitalized terms used herein and not defined herein shall have the meanings given them in the Restated Credit Agreement;

WHEREAS, pursuant to the Restated Credit Agreement and effective as of the date hereof: (i) First Chicago has resigned as administrative agent for the Lenders under and with respect to the Loan Documents and (ii) NBD has agreed to act as successor administrative agent under and with respect to the Loan Documents, and to assume the obligations of First Chicago as administrative agent under the Loan Documents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, First Chicago and NBD hereby agree as follows:

1. Assignment of Rights. First Chicago hereby assigns all of its rights as administrative agent under the Loan Documents to NBD, all on the terms and subject to the conditions set forth in the Restated Credit Agreement. From and after the date hereof, First Chicago acknowledges and agrees that it shall cease to have any rights as administrative agent

under the Loan Documents. It is understood and agreed that the assignment and assumption hereunder are made without recourse to First Chicago and that First Chicago makes no representation or warranty of any kind to NBD. Neither First Chicago nor any other Lender nor any of their respective officers, directors, employees, agents or attorneys shall be responsible for (i) any representation, warranty or statement made in or in connection with any of the Loan Documents, (ii) the financial condition or creditworthiness of any Borrower, any of its respective Subsidiaries or any Guarantor, (iii) the performance of or compliance with any of the terms or provisions of any of the Loan Documents, (iv) inspecting any of the property, books or records of any Borrower, (v) the validity, enforceability, perfection, priority, condition, value or sufficiency of any collateral securing or purporting to secure the Loans or (vi) any mistake, error of judgment, or action taken or omitted to be taken in connection with the Loans or the Loan Documents.

2. Assumption of Obligations. NBD hereby assumes the performance of all of the duties and obligations of First Chicago as administrative agent under the Loan Documents (collectively the "Assumed Duties") and hereby agrees to perform the Assumed Duties as required under the Loan Documents. NBD acknowledges that First Chicago has assigned to NBD all of the rights of First Chicago as administrative agent under the Loan Documents, all on the terms and subject to the conditions set forth in the Restated Credit Agreement. From and after the date hereof, NBD agrees to perform all of the Assumed Duties to be performed or observed by First Chicago as administrative agent under the Loan Documents or in connection therewith, and to be bound in all respects by the terms of the Loan Documents as they relate to First Chicago as administrative agent. From and after the date hereof, all references in each of the Loan Documents to First Chicago as the "Administrative Agent" as defined in the Original Credit Agreement shall be deemed to be a reference to NBD as the "Administrative Agent".

3. Survival of Indemnities; Further Assurances. (a) Notwithstanding anything to the contrary herein, the indemnities of the Borrower in favor of First Chicago as administrative agent under Section 10.7 of the Original Credit Agreement shall survive the resignation of First Chicago as administrative agent to the extent that such indemnification applies to liabilities, obligation, losses, damages, penalties, actions, judgments, suits, claims, cost, expenses of any kind or nature whatsoever (including, without limitation, the fees and disbursements of counsel for First Chicago) imposed on, incurred by or asserted against First Chicago in its capacity as administrative agent under the Original Credit Agreement.

(b) In addition, the provisions of Article XI of the Restated Credit Agreement shall continue in effect for the benefit of First Chicago in respect of any actions taken or omitted to be taken by it while it was acting as the administrative agent under the Original Credit Agreement and the other Loan Documents.

(c) At any time and from time to time, First Chicago agrees that it will cooperate with NBD and will execute and deliver, or cause to be executed and delivered, at the Borrowers' expense, all such further instruments and documents, and will take all such further



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officer as of the day and year first set for above.

THE FIRST NATIONAL BANK OF CHICAGO

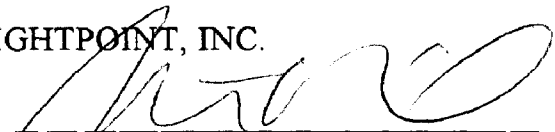
By: \_\_\_\_\_  
Name:  
Title:

NBD BANK, N.A.

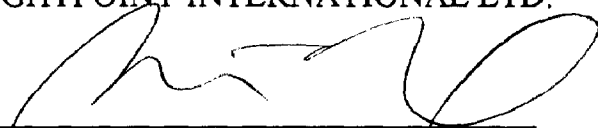
By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and agreed this 13th day of May, 1998

BRIGHTPOINT, INC.

By:   
Name: Steven E. Fivel  
Title: EVP, General Counsel + Secretary

BRIGHTPOINT INTERNATIONAL LTD.

By:   
Name: Steven E. Fivel  
Title: EVP, General Counsel + Secretary

Signature Page to Agency Assumption Agreement