

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

TERMINATION AND RELEASE dated as of April __, 199__, from The Chase Manhattan Bank (f/k/a/ Chemical Bank) as Administrative Agent, a New York banking corporation located at 270 Park Avenue, New York, New York 10017-3954 (the "Secured Party"), to Mobile Communications Corporation of America (the "Pledgor"), a Mississippi corporation located at Fort Lee Executive Park, One Executive Drive, Suite 500, Fort Lee, NJ 07024.

WITNESSETH:

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of January 4, 1996, among the Pledgor, the lenders from time to time party thereto (the "Lenders") and the Secured Party, as Agent for the Lenders (the "Security Agreement"), a security interest (the "Security Interest") was granted by the Borrower to the Secured Party in certain Collateral (as hereinafter defined); and

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent & Trademark Office on February 23, 1996, at Reel 1438, Frame 0939; and

WHEREAS, the Secured Party now desires to terminate and release the entirety of its Security Interest in the Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Secured Party hereby terminates and releases the Security Interest in the Collateral as follows:

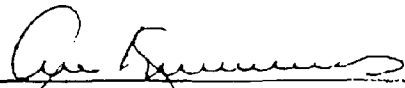
1. Collateral: The term "Collateral," as used herein, shall mean all of the Pledgor's right, title and interest of every kind and nature in:

(a) the United States trademarks and service marks set forth on Schedule A attached hereto and (i) all registrations, applications, recordings and common-law rights relating thereto; (ii) all renewals thereof; (iii) all income, license royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present and/or future infringements thereof; (iv) the right to sue for past, present and future infringements thereof; (v) all rights corresponding thereto throughout the world; and (vi) the goodwill of Borrower's business connected with and symbolized by the foregoing; and

2. Further Assurances: The Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interests contemplated hereby.

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

THE CHASE MANHATTAN BANK,
as Agent

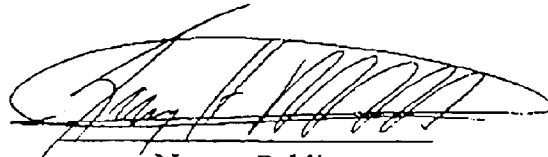
By: 
Name: Ann Kurinskas
Title: Managing Director

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STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss.:

On this 2nd day of June, 1999, before me personally appeared Ann Kurioskas to me known who, being by me duly sworn, did depose and say that he is a Managing Director of The Chase Manhattan Bank, described herein and which executed the foregoing instrument, and that he signed ^{her} ~~his~~ name thereto pursuant to the authority granted by The Chase Manhattan Bank.


Notary Public

(Affix Seal Below)

KERRY H. MITHALAL
Notary Public, State of New York
No. 02MI5030174
Qualified in New York County 2000
Commission Expires July 5, 1999

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Schedule A

U.S. Trademark

U.S. Registration Number

MOBILECOMM
MOBILECOMM

1,495,312
1,485,998

5C960C-0231-08111-99JXC30E-REL

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