

7-3-306-5995

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

The Bank of New York  
101 Barclay Street, 21st Floor West  
New York, New York 10286

- Individual(s)
- General Partnership
- Association
- Limited Partnership

Corporation-State New York

Other: \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name

Other ReAssignment, Termination and Release of Security Interest  
recorded at Reel 2478 and Frame 0397

Execution Date: June 18, 2004

2. Name and address of receiving party(ies)

Name: Arch Wireless Communications, Inc.

Internal  
Address: Suite 250

Street Address: 1800 West Park Drive

City: Westborough State: MA Zip: 01581

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Delaware
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No (s)

2,029,699 USAMOBILE stylized

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michael Bevilacqua, Esquire  
Internal Address: Wilmer Cutler Pickering Hale and Dorr LLP  
Street Address: 60 State Street  
City: Boston State: Massachusetts Zip: 02109

6. Total number of applications and registrations involved: ..... one (1)

7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

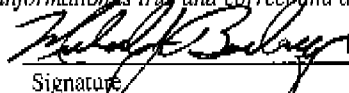
8. Deposit account number:  
08-0219  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.*

Michael Bevilacqua, Esquire  
Name of Person Signing

  
Signature

July 12, 2004  
Date

Wilmer Cutler Pickering Hale and Dorr LLP Attorney Reference Number: 113.041434

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments, Washington, D.C. 20231

Please return via FACSIMILE to:

Michael J. Bevilacqua, Esquire @ 617-526-5000

BOSTON 1948003v1

700098005

TRADEMARK

REEL: 002889 FRAME: 0884

CH \$40.00 080219 2029699

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

REASSIGNMENT, TERMINATION AND RELEASE, dated as of June 18, 2004, from THE BANK OF NEW YORK, as Collateral Agent under the Security Agreement and the Collateral Agent Agreement referred to below to ARCH WIRELESS COMMUNICATIONS, INC., a Delaware corporation (the "Pledgor").

WITNESSETH:

WHEREAS, The Bank of New York acted as Trustee (in such capacity, the "Trustee") under (i) the Indenture, dated as of May 29, 2002 (the "10% Indenture"), among Arch Wireless Holdings, Inc. (the "Company"), the Guarantors party thereto (each a "Guarantor" and collectively, the "Guarantors"), and the Trustee relating to the 10% Senior Subordinated Secured Notes due 2007, and (ii) the Indenture, dated as of May 29, 2002 (the "12% Indenture" and, together with the 10% Indenture, the "Indentures"), among the Company, the Guarantors and the Trustee relating to the 12% Subordinated Secured Compounding Notes; and

WHEREAS, the obligations of the Company and the Guarantors under the Indentures are secured under (i) the Security Agreement, dated as of May 29, 2002 (the "Security Agreement"), among the Company, the Guarantors and The Bank of New York, as Collateral Agent (in such capacity, the "Collateral Agent"; the Trustee and the Collateral Agent being referred to herein collectively, as the "Secured Party"), and (ii) the Collateral Agent Agreement, dated as of May 29, 2002 (the "Collateral Agent Agreement" and, together with the Security Agreement, the "Security Documents"), among the Company, the Guarantors and The Bank of New York, as Collateral Agent; and

WHEREAS, the Pledgor is a Guarantor under the Indentures; and

WHEREAS, the Indentures have been satisfied and discharged; and

WHEREAS, a security interest (the "Security Interest") in certain Collateral (as hereinafter defined) was granted by the Company to the Collateral Agent under the Security Documents, which Security Interest was recorded in the Trademark Division of the United States Patent & Trademark Office (the "USPTO") on the dates and at the reels and frames as set forth on Schedule A; and

WHEREAS, the Secured Party now desires to reassign to the Pledgor, 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, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Reassignment, Termination and Release, the Secured Party hereby agrees 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 and to the United States trademarks and service marks set forth on Schedule A attached hereto and (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording

applications filed in connection therewith, including registrations and registration applications in the USPTO, and all extensions or renewals thereof, (ii) all goodwill associated therewith or symbolized by any of the foregoing and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

2. Reassignment: Release: The Secured Party hereby (i) reassigns to the Pledgor the interest in the Collateral in which the Security Party was granted a security interest pursuant to the Security Agreement and (ii) terminates and releases in its entirety the Security Interest in the Collateral.

3. Recordation: The Secured Party hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record this release of the Security Interest in the Collateral.

4. Further Assurance: The Secured Party hereby agrees to, at the sole expense of the Pledgor, duly execute, acknowledge, procure and deliver any further documents, including, but not limited to, those documents necessary under Article 9 of the Uniform Commercial Code or other applicable law, and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

5. Modification: This Reassignment, Termination and Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

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

THE BANK OF NEW YORK, as Trustee and as  
Collateral Agent

By: 

Name: Kisha A. Holder

Title: Assistant Vice President

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF NEW YORK)

On this 18th day of June, 2004, before me personally appeared Kisha A. Holder to me known who, being by me duly sworn, did depose and say that she is an Assistant Vice President of THE BANK OF NEW YORK, the corporation described herein and which executed the foregoing instrument, and that he signed his name thereto pursuant to the authority granted by such corporation.

*Lucille Mercurio*  
\_\_\_\_\_  
Notary Public

LUCILLE MERCURIO  
Notary Public, State of New York  
No. 03-4654994  
Qualified in Bronx County  
Certificate filed in New York County  
Commission Expires December 31, 2005

SCHEDULE A

<u>U.S. Trademark</u>	<u>U.S. Registration Number</u>	<u>Filing Information</u>	
		<u>Reel/Frame</u>	<u>Recording Date</u>
USAMobile (stylized)	2,029,699	002478/0397	5/31/2002