

703-306-5995

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

2. Name and address of receiving party(ies)

Name: **Arch Wireless Operating Company, 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

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 0001**  
Execution Date: **June 18, 2004**

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

A. Trademark Application No.(s)  
**SEE ATTACHED LIST**

B. Trademark Registration No.(s)

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: ..... **thirty (30)**

7. Total fee (37 CFR 3.41).....\$ **765.00**

- 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: **113.041.134**

Total number of pages including cover sheet, attachments, and document: **8**

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

700098020

**TRADEMARK**  
**REEL: 002890 FRAME: 0308**

CH \$790.00 080219 76096891

## SCHEDULE A

U.S. Trademark	U.S. Registration or Application Number	Filing Information	
		Serial/Frame	Registration Date
1-800-VOICENOW	2,132,807	002478/0001	5/31/2002
CallWorx	2,137,969	002478/0001	5/31/2002
DialWorx	2,137,968	002478/0001	5/31/2002
E-Worx	2,154,294	002478/0001	5/31/2002
FaxNow	1,887,493	002478/0001	5/31/2002
Hear the Latest	2,181,458	002478/0001	5/31/2002
ImageWorx	2,137,967	002478/0001	5/31/2002
MarketTrax	2,451,374	002478/0001	5/31/2002
MessageNow	1,920,242	002478/0001	5/31/2002
Miscellaneous Design (Man with beeper)	1,723,483	002478/0001	5/31/2002
OncWorx	2,170,249	002478/0001	5/31/2002
PageBank	2,143,244	002478/0001	5/31/2002
PageNet	2,438,793	002478/0001	5/31/2002
PageNet stylized	2,435,509	002478/0001	5/31/2002
PageNet	1,245,604	002478/0001	5/31/2002
PageNet in Touch and Ingenious	2,107,504	002478/0001	5/31/2002
PageNet Nationwide and design	1,864,960	002478/0001	5/31/2002
PageNet Nationwide in Touch and Ingenious	2,107,503	002478/0001	5/31/2002
SurePage	1,777,420	002478/0001	5/31/2002
VoiceNow	1,866,565	002478/0001	5/31/2002
VoiceNow PageNet	2,181,459	002478/0001	5/31/2002

VoiceWorx	2,137,980	002478/0001	5/31/2002
@Ware	76-095,891	002478/0001	5/31/2002
Get It To Go	75-844,940	002478/0001	5/31/2002
Vast Online	75-822,344	002478/0001	5/31/2002
Vast Wireless Solutions	75-822,223	002478/0001	5/31/2002
Vast Solutions	75-822,219	002478/0001	5/31/2002
Vast Gateway	75-822,218	002478/0001	5/31/2002
Volley	75-794,310	002478/0001	5/31/2002
Real Time Information	75-844,941	002478/0001	5/31/2002
KONIX	2027189	002478/0001	5/31/2002

**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 OPERATING COMPANY, 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 Paging Network, Inc. ("PNI") 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, PNI merged with and into Mobile Communications Corporation of America ("MMCA"), which merger was recorded in the USPTO on July 2, 2002 at Reel 002540, Frame 0318; and

WHEREAS, MMCA changed its name to Arch Wireless Operating Company, Inc., which name change was recorded in the USPTO on July 2, 2002 at Reel 002537, Frame 0921; 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

NY01DOCS\338128.2

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.

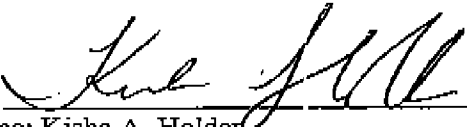
3. Recordation: The Secured Party hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record this release of the Security Interest in the Collateral.

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. 03-465/1994  
Qualified in Bronx County  
Certificate filed in New York County  
Commission Expires December 31, 2005

SCHEDULE A

		E-Info Information	
U.S. Trademark	U.S. Registration or Application Number	Reg. Frames	Registration Date
1-800-VOICENOW	2,132,807	002478/0001	5/31/2002
AirSource	2,027,187	002490/0599	6/17/2002
CallWorx	2,137,969	002478/0001	5/31/2002
DialWorx	2,137,968	002478/0001	5/31/2002
E-Worx	2,154,294	002478/0001	5/31/2002
FaxNow	1,887,493	002478/0001	5/31/2002
Hear the Latest	2,181,458	002478/0001	5/31/2002
ImageWorx	2,137,967	002478/0001	5/31/2002
MarketTrax	2,451,374	002478/0001	5/31/2002
MessageNow	1,920,242	002478/0001	5/31/2002
Miscellaneous Design (Man with beeper)	1,723,483	002478/0001	5/31/2002
OneWorx	2,170,249	002478/0001	5/31/2002
PageBank	2,143,244	002478/0001	5/31/2002
PageNet	2,438,793	002478/0001	5/31/2002
PageNet stylized	2,435,509	002478/0001	5/31/2002
PageNet	1,245,604	002478/0001	5/31/2002
PageNet in Touch and Ingenious	2,107,504	002478/0001	5/31/2002
PageNet Nationwide and design	1,864,960	002478/0001	5/31/2002
PageNet Nationwide in Touch and Ingenious	2,107,503	002478/0001	5/31/2002
SurePage	1,777,420	002478/0001	5/31/2002
VoiceNow	1,866,565	002478/0001	5/31/2002
VoiceNow PageNet	2,181,459	002478/0001	5/31/2002

VoiceWorx	2,137,980	002478/0001	5/31/2002
@Warc	76-095,891	002478/0001	5/31/2002
Get It To Go	75-844,940	002478/0001	5/31/2002
Vast Online	75-822,344	002478/0001	5/31/2002
Vast Wireless Solutions	75-822,223	002478/0001	5/31/2002
Vast Solutions	75-822,219	002478/0001	5/31/2002
Vast Gateway	75-822,218	002478/0001	5/31/2002
Volley	75-794,310	002478/0001	5/31/2002
Real Time Information	75-844,941	002478/0001	5/31/2002