

Tab settings



To the Honorable Commissioner of Patent

101017724

Send original documents or copy thereof.

1. Name of conveying party(ies):

ARCH COMMUNICATIONS ENTERPRISES LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company - Delaware

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other AMENDED AND RESTATED GRANT OF SECURITY INTEREST (TRADEMARKS)
- Merger
- Change of Name

Execution Date: April 2, 1999

2. Name and address of receiving party(ies)

Name: THE BANK OF NEW YORK

Internal Address: \_\_\_\_\_

Street Address: One Wall Street

City: New York

State: NY

ZIP: 10286

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State New York
- 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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,319,889; 1,651,718; 1,798,900;

1,834,200; 1,858,892; 1,868,614

Additional numbers attached?  Yes  No

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

Name: BRYAN CAVE LLP

Internal Address: MS. SHARON ELWIN

LEGAL ASSISTANT

Street Address: 245 PARK AVENUE

City: NEW YORK State: NY ZIP: 10167-

04/21/1999 DNGUYEN 00000297 1319889

0034

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

01 FC:481  
02 FC:482

40.00 OP  
125.00 OP

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.

LORI POTTS

Name of Person Signing

Signature

4/15/99

Date

5

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

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignment TRADEMARK

Washington, D.C. 20231

REEL: 1886 FRAME: 0165

419199  
667617

**Schedule 1**  
**to**  
**Grant of Security Interest (Trademarks)**  
**Dated as of April 2, 1999**

Page Michigan (Reg. No. 1,651,718)

Call Star Paging (Reg. No. 1,319,889)

Page Assist (Reg. No. 1,868,614)

Page West (Reg. No. 1,798,900)

Today's Pager (Reg. No. 1,834,200)

Westlink (Reg. No. 1,858,892)

**AMENDED AND RESTATED**  
**GRANT OF SECURITY INTEREST (TRADEMARKS)**

Reference is hereby made to (i) the Grant of Security Interest (Trademarks), dated as of June 29, 1998, executed by Arch Michigan, Inc. and recorded in the United States Patent and Trademark Office and (ii) the Grant of Security Interest (Trademarks), dated as of June 29, 1998, executed by The Westlink Company and recorded in the United States Patent and Trademark Office (the "Arch Michigan and Westlink Grants"). The Arch Michigan and Westlink Grants are hereby amended and restated in their entirety as follows:

ARCH COMMUNICATIONS ENTERPRISES LLC, a Delaware limited liability company (the successor in interest of each of Arch Michigan, Inc. and The Westlink Company) (the "Grantor"), is obligated to THE BANK OF NEW YORK, as Collateral Agent (the "Secured Party"), and has entered into the Amended and Restated Restricted Subsidiary Security Agreement (Bank), dated as of June 29, 1998 (as from time to time amended, supplemented or otherwise modified, the "Security Agreement") by and among the Subsidiary Guarantors party thereto and the Secured Party.

Pursuant to the Security Agreement, the Grantor granted to the Secured Party a security interest in all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1 attached hereto, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further assign to the Secured Party, and grant to the Secured Party a security interest in, the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the assignment of and security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party's address is: One Wall Street, New York, New York 10286.

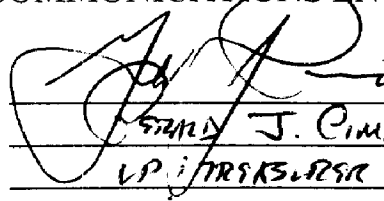
IN WITNESS WHEREOF, the Grantor has caused this Assignment to be  
duly executed by its duly authorized officer as of the 2<sup>nd</sup> day of APRIL, 1999.

ARCH COMMUNICATIONS ENTERPRISES LLC

By:

Name:

Title:

  
\_\_\_\_\_  
GARY J. CIMMINO  
\_\_\_\_\_  
VP. OPERATIONS

COMMONWEALTH OF MASSACHUSETTS )

COUNTY OF Starcus )

ss.:

On this 5 day of April, 1999, before me personally came Gerald Comina, to me known, who, being by me duly sworn, did depose and say that he resides at \_\_\_\_\_; that he is a VP Treasurer of ARCH COMMUNICATIONS ENTERPRISES LLC, the limited liability company described in and which executed the above instrument, and that he signed his name thereto by order of the members thereof.

Janet M. Smith

Notary Public  
[Notary's Stamp]

JANET M. SMITH  
Notary Public  
My Commission Expires October 29, 2004