

06-23-1999

Form PTO-1594
1-31-92

:T

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of ,

101072235

1. Name of conveying party(ies):

PageMart Wireless, Inc.

- ☐ Individuals ☐ Association
☐ General Partnership - ☐ Limited Partnership
☒ Corporation-State: Delaware
☐ Other

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: March 23, 1999

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

A. Trademark Application No.(s)

75/366,142

Additional numbers attached? ☒ Yes ☐ No

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

Name: Brian Jaenicke, Legal AssistantInternal Address: White & Case LLPStreet Address: 1155 Avenue of the AmericasCity: New York State: NY ZIP: 10036

2. Name and address of receiving party(ies):

Name: Bankers Trust Company

Internal Address: _____

Street Address: One Bankers Trust Plaza, 130 Liberty StreetCity: New York State: New York ZIP: 10006☐ Individual(s) citizenship _____☐ Association _____☐ General Partnership _____☐ Limited Partnership _____☒ Corporation- 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

Trademark Registration No.(s)\

6. Total number of applications and registration involved

42

7. Total fee (37 CFR 3.41): \$ 1,040.00☒ Enclosed☒ Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:

(23-1705 in case of deficiency)

(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.

Brian T. Jaenicke

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet:

1

OMB No. 0651-0011 (exp. 4/94)

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

Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

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TRADEMARK

REEL: 001916 FRAME: 0884

U.S. TRADEMARKS

MARK	SERIAL NO.	FILING DATE
ACTFAST	75/366,142	10/01/97
AXIS	75/366,160	10/01/97
CONFIDENTIAL COMMUNICATIONS WITH GUARANTEED DELIVERY	75/479,806	05/05/98
DIALNOW	75/366,597	10/01/97
EASYPAY	75/404,108	12/11/97
EASYSELL	75/404,109	12/11/97
EASYSTART	75/366,564	10/01/97
EASYSTOCK	75/404,116	12/11/97
EASYTRACK	75/404,115	12/11/97
INFOBYTE	74/507,055	03/30/94
INFOHELP	75/216,393	12/20/96
INFONOW	74/507,720	03/31/94
INFOROAM	75/179,269	10/09/96
INFOSTAT	74/522,143	04/29/94
KEEPING YOU IN TOUCH	75/404,110	12/11/97
MESSAGING MADE EASY	75/404,114	12/11/97
MISCELLANEOUS DESIGN - P LOGO WITH GLOBE WITH LINES N&S AMERICA	75/126,203	03/28/96
MISCELLANEOUS DESIGN (GLOBE WIHOUT LINES N&S AMERICA)	75/079,139	03/27/96
MISCELLANEOUS DESIGN (GLOBE WITHOUT LINES ASIA)	75/126,206	07/16/96
MISCELLANEOUS DESIGN (GLOBE WITHOUT LINES ASIA)	75/126,205	03/28/96
MUNDO INALAMBRICO	75/081,558	04/01/96
MUNDO INALAMBRICO	75/089,145	04/03/96
OMNIROAM	75/197,871	11/14/96
P LOGO	75/021,529	11/17/95

MARK	SERIAL NO	FILING DATE
P LOGO	75/023,897	11/27/95
PACKFAST	75/366,565	10/01/97
PAGE 2	75/140,317	07/26/96
PAGE 2	75/140,316	07/26/96
PAGELAUNCHER	75/366,587	10/01/97
PAGEMART MAKES IT BEEP	75/126,202	03/28/96
PAGERANGER	75/366,501	10/01/97
PAGING AT THE SPEED OF LIFE	75/202,484	11/22/96
PPCC (PAGEMART Paging Control Center)	75/366,243	10/01/97
RELIABLE MESSAGING MADE EASY	75/404,117	12/11/97
RUNABOUT	75/244,986	02/20/97
SCOUT	75/366,221	10/01/97
STRIKE	75/366,338	10/01/97
SYNAPSE	75/433,536	03/03/98
TME & Design	75/126,207	03/28/96
TOUR SPECIAL	75/226,205	1/16/97
WORLD OF WIRELESS	75/081,560	04/01/96
WORLD OF WIRELESS	75/082,014	04/01/96

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

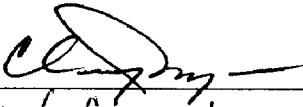
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, PageMart Wireless, Inc., a Delaware corporation (the "Grantor") with principal offices at 3333 Lee Parkway, Suite 100, Dallas, Texas 75219, hereby grants to Bankers Trust Company, as Collateral Agent, with principal offices at One Bankers Trust Plaza, 130 Liberty Street, New York, New York 10006 (the "Grantee"), a security interest in (i) the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto and (ii) any goodwill of the businesses with which the Marks are, or may be, associated that inure to the Grantor.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of March 23, 1999 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

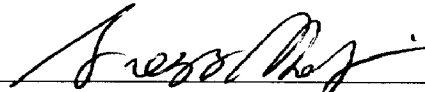
This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 23rd day of March, 1999.

PAGEMART WIRELESS, INC., Grantor

By 
Name: G. Clay Myers
Title:

BANKERS TRUST COMPANY,
as Collateral Agent, Grantee

By 
Name: Gregory Sheffer
Title: Principal


STATE OF NEW YORK)

COUNTY OF NEW YORK)

On this 23 day of March, 1999, before me personally came _____

6 Clay Myers who, being by me duly sworn, did state as follows: that he is
CRS VP of PAGEMART WIRELESS, INC., that he is authorized to execute the
foregoing Grant on behalf of said corporation and that he did so by authority of the Board of
Directors of said corporation.

JAMES BRAGG
Notary Public, State of New York
No. 01BR0005423
Qualified in New York County
Commission Expires April 13, 2000


Notary Public

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

On this 23 day of March, 1999, before me personally came _____
Gregory Shefrin who, being by me duly sworn, did state as follows: that he is
Principal of BANKERS TRUST COMPANY, that he is authorized to execute the
foregoing Grant on behalf of said corporation and that he did so by authority of the Board of
Directors of said corporation.

James Bragg
Notary Public

JAMES BRAGG
Notary Public, State of New York
No. 04389005423
Qualified in New York County
Commission Expires April 15, 2000