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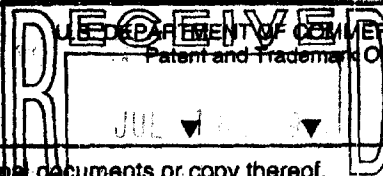
07-21-1999

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



SHEET

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To the Honorable Commissioner of Patents and Trademarks 101095944 attached original documents or copy thereof.

1. Name of conveying party(ies):

CIBC, INC.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS
- Merger
- Change of Name

Execution Date: June 2, 1999

2. Name and address of receiving party(ies)

Name: MOBILEMEDIA COMMUNICATIONS, INC.

Internal Address:

Street Address: 65 CHALLENGER ROAD

City: RIDGEFIELD PARK State: NJ ZIP: 07660

- 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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,352,543 and 1,597,262

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: 10167-0034

07/20/1999 DNGUYEN 00000357 1352543

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

01 EC:481
02 FC:482

40.00 OP
25.00 OP

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

July 14, 1999

Date

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

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

Commissioner of Patents & Trademarks, Box Assignments TRADEMARK

Washington, D.C. 20231

REEL: 001930 FRAME: 0726

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

TERMINATION AND RELEASE, dated as of June 2, 1999, from CIBC, Inc., a Delaware corporation (the "Secured Party"), to MobileMedia Communications, Inc. (the "Pledgor"), a Delaware corporation.

WITNESSETH:

WHEREAS, the Pledgor granted a security interest in certain Collateral (as hereinafter defined) to the Secured Party (the "Security Interest"); and

WHEREAS, the Security Interest was recorded in the Trademark Division of the United States Patent & Trademark Office on May 19, 1994, at Reel 1152, Frame 0087; 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, 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 Pledgor's business connected with and symbolized by the foregoing; and

2. Further Assurance: 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.

CIBC, INC.

By: 
Name: R. B. LAYMAN
Title: Agent

STATE OF New York

COUNTY OF New York

SS:

On this 2nd day of June, 1999, before me personally appeared R. B. Layman to me known who, being by me duly sworn, did depose and say that he is _____ of CIBC, Inc., described herein and which executed the foregoing instrument, and that he signed his name thereto pursuant to the authority granted by CIBC, Inc.

Patricia Ohara
Notary Public

PATRICIA OHARA
Notary Public, State of New York
No. 01OH5084561
Qualified in New York County
Commission Expires Sept. 8, 1999

SCHEDULE A

U.S. Trademark

U.S. Registration Number

Dial Page

1,352,543

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1,597, 262