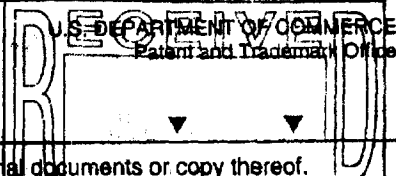


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To the Honorable Commissions.

101095929

the attached original documents or copy thereof.

1. Name of conveying party(ies):

THE CHASE MANHATTAN BANK (f/k/a
CHEMICAL BANK)

- Individual(s)
- General Partnership
- Corporation-State
- Other New York Banking Corporation
- 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: April 30, 1999

2. Name and address of receiving party(ies)

MOBILE COMMUNICATIONS
Name: CORPORATION OF AMERICA
Suite 500, Fort Lee
Internal Address: Executive Park

Street Address: One Executive Drive

City: Fort Lee State: NJ ZIP: 07024

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Mississippi
- 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)

1,485,998 and 1,495,312

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

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)

07/20/1999 DNGUYEN 00000356 1485998

DO NOT USE THIS SPACE

01 FC:481 40.00 DP

02 FC:482 25.00 DP

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

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 Assignments

TRADEMARK

Washington, D.C. 20231

REEL: 001931 FRAME: 0330

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

TERMINATION AND RELEASE dated as of April 30, 1999, from The Chase Manhattan Bank (f/k/a/ Chemical Bank) as Administrative Agent, a New York banking corporation located at 270 Park Avenue, New York, New York 10017-3954 (the "Secured Party"), to Mobile Communications Corporation of America (the "Pledgor"), a Mississippi corporation located at Fort Lee Executive Park, One Executive Drive, Suite 500, Fort Lee, NJ 07024.

WITNESSETH:

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of January 4, 1996, among the Pledgor, the lenders from time to time party thereto (the "Lenders") and the Secured Party, as Agent for the Lenders (the "Security Agreement"), a security interest (the "Security Interest") was granted by the Borrower to the Secured Party in certain Collateral (as hereinafter defined); and

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent & Trademark Office on February 23, 1996, at Reel 1438, Frame 0939; 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 pursuant to the Security Agreement, 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:

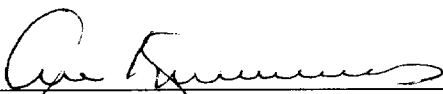
1. Collateral: The term "Collateral," as used herein, shall mean all of the Pledgor's right, title and interest of every kind and nature in:

(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 Borrower's business connected with and symbolized by the foregoing; and

2. Further Assurances: 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.


THE CHASE MANHATTAN BANK,
as Agent

By: 
Name: Ann Kurinskas
Title: Managing Director

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss.:

On this 2nd day of June, 1999, before me personally appeared Ann Kuraskus to me known who, being by me duly sworn, did depose and say that ~~he~~ is a Managing Director of The Chase Manhattan Bank, described herein and which executed the foregoing instrument, and that ~~he~~ signed ^{her} ~~his~~ name thereto pursuant to the authority granted by The Chase Manhattan Bank.


Notary Public

(Affix Seal Below)

KERRY H. MITHALAL
Notary Public, State of New York
No 02MI5030174
Qualified in New York County 2000
Commission Expires July 5, 19

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