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FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

12-18-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101553987

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other GRANT OF SECURITY INTEREST
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached
Execution Date
Month Day Year

Name PAGING NETWORK, INC. 11 10 00

Formerly _____ 2107503

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization DELAWARE

Receiving Party

Mark if additional names of receiving parties attached

Name THE BANK OF NEW YORK

DBA/AKA/TA _____

Composed of _____

Address (line 1) _____

Address (line 2) ONE WALL STREET

Address (line 3) NEW YORK NEW YORK 10286
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization NEW YORK

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

12/15/2000 6TOM11 00000168 2107503

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TRADEMARK
REEL: 002196 FRAME: 0043

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2107503"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

LORI POTTS

Name of Person Signing



Signature

12/01/00

Date Signed

Schedule 1
to
Grant of Security Interest
Dated as of November 10, 2000

LIST OF TRADEMARKS

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Status</u>
PAGENET NATIONWIDE IN TOUCH AND INGENIOUS	2,107,503	10/21/97	75-236260	02/04/97	Issued Use: 10/21/02 03 Renew: 10/21/07

PATENTS

<u>Title</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Status</u>
Universal Business Architecture for Message Processing and Routing	09/350257	July 8, 1999	Pending
Method and Apparatus for Reverse Paging	08/774409	December 31, 1996	Pending

GRANT OF SECURITY INTEREST

PAGING NETWORK, INC., a Delaware corporation (the "Grantor"), has entered into the Amended and Restated PageNet Intellectual Property Security Agreement, dated as of November 10, 2000 (as from time to time amended, supplemented or otherwise modified, the "Security Agreement") made by Paging Network, Inc., a Delaware corporation (the "PageNet") in favor of The Bank of New York, in its capacity as Collateral Agent (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 I 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 its Guarantor Obligations (as defined in the Security Agreement).

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 (i) the letters patent of the United States or any other country, the registrations and recordings thereof, and the applications for letters patent of the United States or any other country, in each case listed on Schedule I hereto, all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein together with all of the inventions disclosed or claimed therein (the "Patents"), and (ii) all proceeds thereof, 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 its Guarantor 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 a security interest in, the Collateral to secure the prompt payment, performance and observance of its Guarantor 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.

[Signature Page Follows]

