

02-07-2001



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01-23-2001

U.S. Patent & TMOs/TM Mail Rept. Dt. #40

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

1-23-01

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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

2327434

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
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

02/06/2001 GTON11 0000232 2327434

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
50.00 OP

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

TRADEMARK
REEL: 002231 FRAME: 0111

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

(202) 862-8944

Name

Kathy S. Strom, Esq.

Address (line 1)

Cahill, Gordon & Reindel

Address (line 2)

1990 K Street, N.W.

Address (line 3)

Suite 950

Address (line 4)

Washington, DC 20006-1181

Pages

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

#

3

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

2,327,434	<input type="text"/>	<input type="text"/>
2,325,031	<input type="text"/>	<input type="text"/>
2,351,317	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

3

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

90.00

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.

Frank DeBorde, Esq.

Name of Person Signing

Signature

1-23-01

Date Signed

SCHEDULE 2
FORM OF CONSENT AND RELEASE

NationsBank, N.A.
600 Peachtree Street, 18th Floor
Atlanta, Georgia 30308

Wireless Services Operating Corporation
40 Saratoga Partners IV, L.P.
535 Madison Avenue
New York, New York 10022

Ladies and Gentlemen:

Reference is hereby made to the Credit Agreement dated as of August 8, 1996 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Preferred Networks, Inc. ("PNI"), PNI Systems, LLC and NationsBank, N.A. (the "Lender"). All capitalized terms used herein and not defined herein shall have the meanings given to such terms in the Credit Agreement.

Pursuant to Section 7.1 of the Credit Agreement, PNI and its Subsidiaries may not sell any of their assets (other than in the ordinary course of business) without the consent of Lender. It is contemplated that Preferred Technical Services, Inc. ("PTS"), a wholly-owned subsidiary of PNI and a Guarantor under the Credit Agreement, will sell substantially all of its assets (the "Sale") to Wireless Services Operating Corporation ("WSOC") pursuant to that certain Asset Purchase Agreement dated as of April 19, 1999, as amended ("Asset Purchase Agreement"). This letter constitutes the consent of the Lender to the Sale pursuant to the Asset Purchase Agreement, provided that the "Amendment Conditions" set forth in that certain Agreement concerning Amendment to Credit Agreement between Lender and PNI (the "Agreement") have been satisfied or waived by May 28, 1999. Upon certification of same, the Lender will release and discharge WSOC and any affiliate of WSOC from any and all obligations under the Credit Agreement, (except for any rights granted to Lender pursuant the Collateral Assignment in Section 6(i) of the Agreement).

Upon, and effective as of the time the Amendment Conditions are satisfied or waived, all of the liens and security interests held by the Lender in any and all of the property of PTS pursuant to the Loan Documents shall be deemed to be released and terminated.

The Lender will deliver to PTS (or such other party as PTS may designate), at PTS's expense, as soon as practicable following the satisfaction of the Amendment Condition, executed Uniform Commercial Code termination statements and such other instruments of release and discharge pertaining to any liens and security interests of the Lender in any of the property of

PTS (including, without limitation, stock certificates representing shares of stock of PTS pledged to the Lender, together with stock powers related thereto) as counsel to PTS or WSOC reasonably deem necessary to release and discharge all such liens and security interests. The Lender further agrees, at PTS's expense, to execute such other termination statements or documents as PTS may reasonably request from time to time in order to evidence the release and termination by the Lender of its security interest and liens in any of the property of PTS.

This agreement may be executed by one or more of the parties hereto on any number of separate counterparts (including by facsimile), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

This agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

Very truly yours,

NATIONSBANK, N.A.

By: [Signature]
Name: Michael J. Fay
Title: Assistant Vice President

Accepted and Agreed to:

PREFERRED NETWORKS, INC.

By: [Signature]
Name: MARK H. DUMAS
Title: CHIEF EXECUTIVE OFFICER

PREFERRED TECHNICAL SERVICES, INC.

By: [Signature]
Name: MARK H. DUMAS
Title: CHIEF EXECUTIVE OFFICER

WIRELESS SERVICES OPERATING CORPORATION

By: [Signature]
Name: DAVID R. JEWELL
Title: VICE PRESIDENT

MORRIS, MANNING & MARTIN

A LIMITED LIABILITY PARTNERSHIP

ATTORNEYS AT LAW
1600 ATLANTA FINANCIAL CENTER
3343 PEACHTREE ROAD, N.E.

ATLANTA, GEORGIA 30326-1044
TELEPHONE 404 233-7000
FACSIMILE 404 365-9532
E-MAIL FWD@MMMLAW.COM

MEMBER
COMMERCIAL LAW AFFILIATES
WITH INDEPENDENT FIRMS
IN PRINCIPAL CITIES WORLDWIDE

WASHINGTON, D.C. OFFICE
MORRIS, MANNING & MARTIN, LLP
17th COLORADO BUILDING
1201 G STREET, N.W.
SUITE 1310
WASHINGTON, DC 20005
TELEPHONE 202 462-3113
FACSIMILE 202 462-3114

NORTHSIDE OFFICE
SUITE 180
375-B PEACHTREE DUNWOODY ROAD
ATLANTA, GEORGIA 30328
TELEPHONE 404 255-8400
FACSIMILE 404 255-2117

FRANK W. DEBORDE
DIRECT DIAL 404 504-7714

May 28, 1999

VIA FACSIMILE NO. (212) 269-5420

Wireless Services Operating Corporation
C/o Saratoga Partners
535 Madison Avenue
New York, New York 10022

Dear Sirs:

This letter will constitute confirmation that the "Amendment Conditions" as set forth in the Form of Consent and Release forwarded to you on May 27, 1999 (Schedule 2 to the Agreement Concerning Amendment to Credit Agreement) have been satisfied or waived with the exception of Borrower's requirement to "make a principal payment against the Company Note from the proceeds of the sale of the assets of PTS in the amount of \$1,000,000.00 in immediately available funds" (Amendment Condition (d)) and Borrower's requirement that it shall have "caused to be made a principal payment against the Parent Note out of the proceeds of the sale of the assets of PTS in the amount of \$750,000.00 in immediately available funds" (Amendment Condition (e)). As such, upon my client's receipt of \$1,750,000.00, you are authorized to deliver and record that certain Uniform Commercial Code Termination Statement which will be faxed to you this morning by my client in Charlotte and will be Federal Expressed to you with respect to the assets of Preferred Technical Services, Inc. Upon said payment, all other Amendment Conditions as set forth in the Form of Consent and Release will have been satisfied or waived.

This letter shall also constitute notice to Preferred Networks, Inc. that upon receipt of the funds above, a "Triggering Event" has occurred in accordance with paragraphs 4 and 5 of the Agreement Concerning Amendment to Credit Agreement.

Sincerely,


Frank W. DeBorde

FWD:amv

cc: Mark Jones, Esq. (via facsimile)
Michael Fey (via facsimile)