

02-09-2001



To the Honorable Commissioner of Patents and

101610684

documents or copy thereof.

1. Name of conveying party(ies):

PageMart Wireless, Inc. C 2.1.01

- ☐ 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 Interest ☐ Change of Name
☒ Other - see attachment document previously recorded at Reel /
Frame : 001916/0352 contained error and property
number listed incorrect number. Document re-recorded
to correct error on states reel.

Execution Date: March 23, 1999

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

A. Trademark Application No.(s)

Trademark Registration No.(s)\

2,273,208

Additional numbers attached? ☐ Yes ☒ No

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

Name: Brian Jaenicke, Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved

1

7. Total fee (37 CFR 3.41): \$ 40.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

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)

Do not detach this portion

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

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

U.S. TRADEMARKS

MARK	REG. NO.	REG. DATE
DELIVERING MORE THAN JUST THE MESSAGE	2,012,128	10/29/96
INFO4CAST	1,946,426	01/09/96
INFOBACK	2,044,633	03/11/97
INFOFINDER	2,084,467	07/29/97
INFOPAGE	1,883,979	03/14/95
INFOQUOTES <i>2,273,208 L</i>	2,036,926	02/11/97
INFOSCORE	1,943,222	12/19/95
MISCELLANEOUS DESIGN - P LOGO WITH GLOBE WITH LINES N&S AMERICA	1,983,688	07/02/96
MISCELLANEOUS DESIGN - GLOBE WITHOUT LINES N&S AMERICA	2,150,157	04/14/98
MISCELLANEOUS DESIGN - GLOBE ONLY	2,222,106	02/09/99
PAGEGATE	2,005,008	10/01/96
PAGEMART	2,144,001	03/17/98
PAGEMART	1,627,635	12/11/90
PAGEMEUSA (STYLIZED)	1,853,306	09/06/94
PAGEMEUSA	1,864,393	11/22/94
PICK YOUR CITIES	1,839,645	06/14/94
SMALLTALK	1,977,606	06/04/96
TOPLINE NEWS	2,038,058	02/18/97

MARK	APPLICATION SER. NO.	APPLICATION DATE
INFOROAM	75/045,752	01/19/96
OMNIROAM	75/197,872	11/14/96
ONE PAGER NO BORDERS	75/226,046	01/15/97
TME	75/126,204	03/28/96
TME & Design	75/012,073	10/30/95
TME	75/011,854	10/30/95

01-11-2001



101562135

MKS 6-17-99

Form PTO-1594
1-31-92EET
YU.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

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)
75/045,752Additional 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)

2,012,128

6. Total number of applications and registration involved

24

7. Total fee (37 CFR 3.41): \$ 615.00

- ☒ 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)

06/22/1999 NTHAI1 00000010 75045752

01 FC:481 40.00 DP
02 FC:482 575.00 DP

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)

Do not detach this portion

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

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

ASSIGNMENT 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 "Assignor") with principal offices at 3333 Lee Parkway, Suite 100, Dallas, Texas 75219, hereby assigns and 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 "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

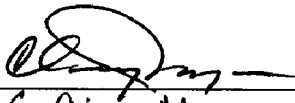
THIS ASSIGNMENT is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of March 23, 1999 (as amended from time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

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee 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

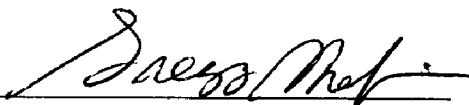
reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

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

PAGEMART WIRELESS, INC., Assignor

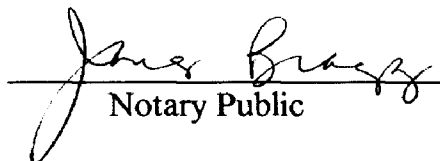
By 
Name: G Clay Myers
Title:

BANKERS TRUST COMPANY,
as Collateral Agent, Assignee

By 
Name: Gregory Shetrin
Title: Principal

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

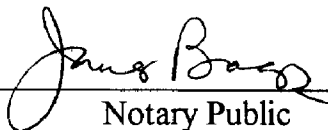
On this 23 day of March, 99, before me personally came _____
G. Clay Myers who, being by me duly sworn, did state as follows: that [s]he is
V.P. i.e.fo of PageMart Wireless, Inc., that [s]he is authorized to execute the foregoing
Assignment on behalf of said corporation and that [s]he did so by authority of the Board of
Directors of said corporation.


Notary Public

JAMES BRAGG
Notary Public, State of New York
No. 01590003423
Qualified in New York County
Commission Expires April 13, 2007

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

On this 23 day of March, 99, before me personally came _____
Gregory Snetkin who, being by me duly sworn, did state as follows: that [s]he is
Principal of Bankers Trust Company that [s]he is authorized to execute the
foregoing Assignment on behalf of said corporation and that [s]he did so by authority of the
Board of Directors of said corporation.


Notary Public

JAMES BRAGG
Notary Public, State of New York
No. 01888065423
Qualified in New York County
Comm. Exp. 12/31/2001