

11-19-2001



101897245

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

11-19-01

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

Submission Type

- New 11-19-01
- 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 Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

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

11/19/2001 6TON11 00000079 75828213

FOR OFFICE USE ONLY

01 FC:461 40.00 DP
02 FC:462 250.00 DP

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: 002396 FRAME: 0335

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" value="SEE ATTACHED"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="SEE ATTACHED"/>	<input type="text"/>	<input type="text"/>
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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

11/15/01

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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 the Assignment.)

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

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

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

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Schedule 1
to
Assignment of Security Interest (Trademarks)
Dated as of October 2, 2001

Trademarks

ARCH and Design (Trademark Registration No. 75/828213)
~~ARCH COMMUNICATIONS (Trademark Registration No. 75/86375)~~
USA MOBILE (stylized letters) (Reg. No. 2,029,699)
ZOOMLINK (Trademark Registration No. 75/495,392)

Trademark Applications

ARCH WIRELESS and Design (Serial No. 78-025,588 - Filed 9/12/00)
ARCH and Design (Serial No. 78-025,585 - Filed 9/12/00)
ARCH WIRELESS (Serial No. 78-021,672 - Filed 8/17/00)
ARCH WEBSTER (Serial No. 78-015,003 - Filed 6/29/00)
INSTANT RECALL (Serial No. 78-014,812 - Filed 6/28/00)
ARCH.NET WIRELESS (Serial No. 78-005,020 - Filed 4/20/00)
QWERTY (Serial No. 78-001,685 - Filed 3/29/00)
ARCH.COMMUNICATIONS (Serial No. 75-868,375 - Filed 12/10/99)

ASSIGNMENT OF SECURITY INTEREST (TRADEMARKS)

WHEREAS, pursuant to a Grant of Security Interest (Trademarks), dated November 10, 2000 (the "Grant"), Arch Wireless Holdings, Inc., a Delaware corporation (formerly, Arch Paging, Inc. and hereinafter referred to as the "Grantor"), granted to The Bank of New York, in its capacities as administrative agent under a certain credit agreement, as Security Agent and as a Collateral Agent (in such capacities, the "Existing Security Agent" and a "Existing Collateral Agent (Bank)", respectively), United States Trust Company of New York, as trustee under the Indenture, dated as of February 7, 1994, between Arch (formerly known as USA Mobile Communications, Inc. II) and United States Trust Company of New York, and as a Collateral Agent (in such capacity, the "Existing Collateral Agent (9-1/2% Indenture)"), and United States Trust Company of New York, as trustee under the Indenture, dated as of December 15, 1994, between Arch and United States Trust Company of New York, and as a Collateral Agent (in such capacity, the "Existing Collateral Agent (14% Indenture)"), a security interest in all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1 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 Obligations (as defined in the Security and Intercreditor Agreement, dated as of March 23, 2000 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantor, Arch Wireless Communications, Inc. (formerly, Arch Communications, Inc.), the subsidiaries of Arch Wireless Communications, Inc. party thereto, the Existing Security Agent, the Existing Collateral Agent (Bank), the Existing Collateral Agent (9-1/2% Indenture) and the Existing Collateral Agent (14% Indenture) (collectively, the "Existing Agents");

WHEREAS, The Bank of New York has resigned as Existing Collateral Agent (Bank) and Existing Security Agent under the Security Agreement and Toronto Dominion (Texas), Inc. has been appointed as successor Collateral Agent and successor Security Agent (in such capacities, the "Successor Security Agent" and the "Successor Collateral Agent (Bank)") under the Security Agreement; and

WHEREAS, The Bank of New York has succeeded United States Trust Company of New York as trustee under each of the Indentures referred to above and, as a result thereof, has succeeded the Existing Collateral Agent (9-1/2% Indenture) and the Existing Collateral Agent (14% Indenture) (in such capacities, the "Successor Collateral Agent (9-1/2% Indenture)" and the "Successor Collateral Agent (14% Indenture)");

WHEREAS, as a result of the foregoing, the Existing Collateral Agent (Bank) and the Existing Security Agent desires to assign all of their respective right, title and interest in and to the Collateral to the Successor Security Agent and the Successor Collateral Agent (Bank);

WHEREAS, as a result of the foregoing, the Existing Collateral Agent (9-1/2% Indenture) desires to assign all of its right, title and interest in and to the Collateral to the Successor Collateral Agent (9-1/2% Indenture); and

WHEREAS, as a result of the foregoing, the Existing Collateral Agent (14% Indenture) desires to assign all of its right, title and interest in and to the Collateral to the Successor Collateral Agent (14% Indenture).

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

1. The Existing Collateral Agent (Bank), hereby assigns to the Successor Collateral Agent (Bank), any and all liens, security interests, right, title and interest of the Existing Collateral Agent (Bank) pursuant to the Security Agreement and the Grant in the Collateral, without recourse or representation or warranty, express or implied.

2. The Existing Security Agent hereby assigns to the Security Agent, any and all liens, security interests, right, title and interest of the Existing Security Agent pursuant to the Security Agreement and the Grant in the Collateral, without recourse or representation or warranty, express or implied.

3. The Existing Collateral Agent (9-1/2% Indenture) hereby assigns to the Successor Collateral Agent (9-1/2% Indenture), any and all liens, security interests, right, title and interest of the Existing Collateral Agent (9-1/2% Indenture) pursuant to the Security Agreement and the Grant in the Collateral, without recourse or representation or warranty, express or implied.

4. The Existing Collateral Agent (14% Indenture) hereby assigns to the Successor Collateral Agent (14% Indenture), any and all liens, security interests, right, title and interest of the Existing Collateral Agent (14% Indenture) pursuant to the Security Agreement and the Grant in the Collateral, without recourse or representation or warranty, express or implied.

5. Each of the Existing Collateral Agent (Bank), Existing Security Agent, Existing Collateral Agent (9-1/2% Indenture), Existing Collateral Agent (14% Indenture), Successor Collateral Agent (Bank), Successor Security Agent, Successor Collateral Agent (9-1/2% Indenture) and Successor Collateral Agent (14% Indenture), authorizes and requests the United States Patent and Trademark Office to note and record the existence of the assignments hereby given.

6. All references in the Grant to the Collateral Agents shall hereafter be deemed to refer to Toronto Dominion (Texas), Inc. and The Bank of New York (with respect to each Indenture) and all references in the Grant to the Security Agent shall hereafter be deemed to refer to Toronto Dominion (Texas), Inc.


7. The Collateral Agents' and the Security Agent's respective addressees are (i) in the case of Toronto Dominion (Texas), Inc., as a Collateral Agent and as Security Agent, 909 Fanin Street, Suite 1700, Houston, Texas 77010, and (ii) in the case of The Bank of New York, as a

Collateral Agent, 114 West 47th Street, New York, New York 10036, Attention: Peggy Ciesmelewski, Corporate Trust Department, Telephone: (212) 852-1674, Facsimile: (212) 852-1626.

8. This Assignment may be executed in counterparts.

IN WITNESS WHEREOF, each of the Existing Agents has caused this Assignment to be duly executed by its duly authorized officer as of the 2nd day of October, 2001.

THE BANK OF NEW YORK, as an Existing Collateral Agent and as Existing Secured Party

By: 
Name: GEORGEY C. BROOKS
Title: SENIOR VICE PRESIDENT

UNITED STATES TRUST COMPANY OF NEW YORK, as an Existing Collateral Agent

By: _____
Name: _____
Title: _____

UNITED STATES TRUST COMPANY OF NEW YORK, as an Existing Collateral Agent

By: _____
Name: _____
Title: _____

Collateral Agent, 114 West 47th Street, New York, New York 10036, Attention: Peggy Ciesmelewski, Corporate Trust Department, Telephone: (212) 852-1674, Facsimile: (212) 852-1626.

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IN WITNESS WHEREOF, each of the Existing Agents has caused this Assignment to be duly executed by its duly authorized officer as of the 2nd day of October, 2001.

THE BANK OF NEW YORK, as an Existing Collateral Agent and as Existing Secured Party

By: _____
Name: _____
Title: _____

UNITED STATES TRUST COMPANY OF NEW YORK, as an Existing Collateral Agent

By: *M. Ciesmelewski*
Name: MARGARET M. CIESMELEWSKI
Title: ASSISTANT VICE PRESIDENT

UNITED STATES TRUST COMPANY OF NEW YORK, as an Existing Collateral Agent

By: *M. Ciesmelewski*
Name: MARGARET M. CIESMELEWSKI
Title: ASSISTANT VICE PRESIDENT