

11-19-2001



101897253

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

Name Execution Date
Month Day Year

Formerly

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/AKA/TA

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 00000087 2107503
01 FC:481 40.00 DP

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

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

11/15/01

Date Signed

ASSIGNMENT OF SECURITY INTEREST

WHEREAS, pursuant to a Grant of Security Interest, dated November 10, 2000 (the "Grant"), Paging Network, Inc., a Delaware corporation (the "Grantor"), granted to The Bank of New York, as Collateral Agent (the "Existing Secured Party"), a security interest in all of the right, title and interest of the Grantor in and to (i) the trademarks listed on Schedule 1 attached hereto, which trademarks are registered in the United States Patent and Trademark Office, together with the goodwill of the business symbolized by such 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 "Trademarks"), and (ii) the letter of patent of the United States or any other country, the registrations and recordings thereof, and the applications for letters of patent of the United States or any other country, in each case listed on Schedule 1 hereto, all reissues, continuations, divisions, continuations-in-part, renewals 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, together with the Trademarks, the "Collateral"), to secure the prompt payment, performance and observance of the Guarantor Obligations (as defined in the Amended and Restated PageNet Intellectual Property Security Agreement, dated as of November 10, 2000 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantor and the Existing Secured Party);

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


WHEREAS, as a result of the foregoing, the Existing Secured Party, in its capacity as Collateral Agent, desires to assign all of its right, title and interest in and to the Collateral to the Successor Secured Party.

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

1. The Existing Secured Party, in its capacity as Collateral Agent, hereby assigns to the Successor Secured Party any and all liens, security interests, right, title and interest of the Existing Secured Party pursuant to the Security Agreement and the Grant in the Collateral, without recourse or representation or warranty, express or implied.
2. Authorizes and requests the United States Patent and Trademark Office to note and record the existence of the assignment hereby given.
3. All references in the Grant to the Existing Secured Party shall hereafter be deemed to refer to Toronto Dominion (Texas), Inc., as Collateral Agent.
4. The address of the Successor Secured Party is 909 Fannin Street, Suite 1700, Houston, Texas 77010.

IN WITNESS WHEREOF, the Existing Secured Party 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 Existing Secured Party

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

Schedule I
to
Assignment of Security Interest
Dated as of October 2, 2001

Trademarks

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Status</u>
PAGNET 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