

11-19-2001



REC

101897255

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 ASSIGNMENT OF SECURITY INTEREST (TRADEMARKS)

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name THE BANK OF NEW YORK, as Collateral Agent

10 02 01

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

Citizenship/State of Incorporation/Organization New York

Receiving Party

Mark if additional names of receiving parties attached

Name TORONTO DOMINION (TEXAS), INC., as Successor Collateral Agent

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2) 909 FANNIN STREET, SUITE 1700

Address (line 3) HOUSTON

City

TEXAS

State/Country

77010

Zip Code

- Individual
- General Partnership
- Limited Partnership

- Corporation
- Association

Other

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.)

Citizenship/State of Incorporation/Organization DELAWARE

11/19/2001 6TON11 00000085 1319889

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 DP  
150.00 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

**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 (212) 692-1810

Name

BRYAN CAVE LLP

Address (line 1)

ELIZABETH BUTLER, ESQ.

Address (line 2)

245 PARK AVENUE

Address (line 3)

NEW YORK, NY 10167-0034

Address (line 4)

**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)


1319889	1651718	1798900
1834200	1858892	1868614
1919000		

**Number of Properties**

Enter the total number of properties involved.

# 7

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 190

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 (TRADEMARKS)

WHEREAS, pursuant to Grants of Security Interest (Trademarks), dated on or about May, 16, 1995 and May 21, 1995, and an Amended and Restated Grant of Security Interest (Trademarks), dated as of April 2, 1999 (collectively, the "Grants"), Arch Communications Enterprises, LLC, a Delaware limited liability company (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 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 the Guarantor Obligations (as defined in the Second Amended and Restated Restricted Subsidiary Security Agreement, dated as of March 23, 2000 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Subsidiary Guarantors party thereto 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 Grants in the Collateral, without recourse or representation or warranty, express or implied; and

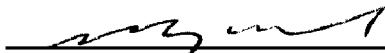
2. Authorizes and requests the United States Patent and Trademark Office to note and record the existence of the assignment hereby given.

3. All references in the Grants 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 1**  
**to**  
**Assignment of Security Interest (Trademarks)**  
**Dated as of October 2, 2001**

Arch Nationwide Paging (Reg. No. 1,919,000)

Page Michigan (Reg. No. 1,651,718)

Call Star Paging (Reg. No. 1,319,889)

Page Assist (Reg. No. 1,868,614)

Page West (Reg. No. 1,798,900)

Today's Pager (Reg. No. 1,834,200)

Westlink (Reg. No. 1,858,892)