Form PTO-1594 (Rev. 03/01) 5-31-02
OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

06-03-2002

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

1. Name of conveying party(ies):
Paging Network, Inc.

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State - Delaware
- [ ] Other

Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

2. Name and address of receiving party(ies)
Name: The Bank of New York, as Collateral Agent
Internal Address: Floor 21 West
Street Address: 101 Barclay Street
City: New York State: NY Zip: 10286

- [ ] Individual(s) citizenship
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State 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

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [x] Security Agreement
- [ ] Change of Name
- [ ] Other

Execution Date: May 29, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76-095,891; 75-844,940; 75-822,344; 75-822,223;
B. Trademark Registration No.(s) 2,132,807; 2,137,969; 2,137,968; 2,154,294;

Additional number(s) attached [x] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Bryan Cave LLP
Internal Address: Elizabeth W Butler, Esq.
Street Address: 245 Park Avenue
City: New York State: NY Zip: 10167

6. Total number of applications and registrations involved: 32

7. Total fee (37 CFR 3.41).....$ 935.00

- [x] Enclosed - (Recording Fee plus Expedited Filing Fee)
- [ ] Authorized to be charged to deposit account

8. Deposit account number:
02-4467 to be charged in the event of a deficiency

DO NOT USE THIS SPACE

9. Signature.

Elizabeth W. Butler — Name of Person Signing
Elizabeth W. Butler — Signature
May 29, 2002 — Date

Total number of pages including cover sheet, attachments, and document: 264

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

06/03/2002 GTON11 00000028 76095891

01 FC:481 40.00 OP
02 FC:482 775.00 OP
03 FC:484 120.00 OP

Continuation of Conveyance from **Paging Network, Inc.** (Conveying Party) to **The Bank of New York, as Collateral Agent** (Receiving Party).

Continuation of Item 4.A. Trademark Application No. (s) - 75-822,219; 75-822,218; 75-495,379; 75-794,310; 75-844,941.

Continuation of Item 4.B. Trademark Registration No. (s) - 1,887,493; 2,181,458; 2,137,967; 2,451,374; 1,920,242; 1,723,483; 2,170,249; 2,143,244; 2,438,793; 2,435,509; 1,245,604; 2,107,504; 1,864,960; 2,027,189; 2,107,503; 1,777,420; 1,866,565; 2,181,459; 2,137,980.

Title	Serial No.	Filing Date	Region
Universal Bus Architecture for Message Processing and Routing	09/350,257	July 8, 1999	U.S.
Method and Apparatus for Reverse Paging	08/774,409	December 31, 1996	U.S.

PageNet, Inc.
None

Paging Network of Colorado, Inc.
None

Paging Network of Michigan, Inc.
None

Paging Network of San Francisco, Inc.
None

Paging Network of Northern California, Inc.
None

Paging Network Finance Corp.
None

Paging Network of America, Inc.
None

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SCHEDULES:

Schedule 3.1(a)(i)	List of Chief Executive Offices, Jurisdictions of Organization and Federal Employer Identification Numbers
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Schedule 3.9(a)(ii)(D)	List of Real Property Leases
Schedule 3.9(b)(ii)	List of Material Real Property Leases

EXHIBITS:

Exhibit A	Form of Supplement
Exhibit B	Form of Blocked Account Letter
Exhibit C	Form of Control Account Letter
Exhibit D	Form of Landlord Consent

SECURITY AGREEMENT, dated as of May 29, 2002, among ARCH WIRELESS, INC., a Delaware corporation (the "Parent"), ARCH WIRELESS HOLDINGS, INC., a Delaware corporation ("AWHI"), ARCH WIRELESS COMMUNICATIONS, INC., a Delaware corporation ("Arch"), each of the direct and indirect subsidiaries of the Parent party hereto and THE BANK OF NEW YORK, as Collateral Agent under the Collateral Agent Agreement referred to below.

RECITALS

I. On November 9, 2001, three creditors filed an involuntary petition against Arch under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code").

II. On December 6, 2001, Arch consented to entry of an order for relief and the Parent and the other Guarantors each filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the District of Massachusetts (the "Bankruptcy Court").

III. AWHI and the Guarantors filed Debtors' First Amended Joint Plan of Reorganization which was confirmed by the Bankruptcy Court entered on May 15, 2002 (as amended, the "Plan").

IV. Pursuant to the Plan, AWHI is required to issue the Senior Notes and the Junior Notes (as defined herein), to certain holders of Indebtedness of AWHI and certain of the Guarantors outstanding on the date the Plan was confirmed by the Bankruptcy Court.

V. As contemplated by the Plan, AWHI is entering into the Credit Agreement (as defined herein) on the date hereof.

VI. Pursuant to the Plan, (i) the Obligations of the Grantors in respect of the Credit Agreement are to be secured by a first priority security interest in the Collateral, (ii) the Obligations of the Grantors in respect of the Senior Notes are to be secured by a second priority security interest in the Collateral, and (iii) the Obligations of the Grantors in respect of the Junior Notes are to be secured by a third priority security interest in the Collateral.

Accordingly, each of the Grantors and the Collateral Agent, on behalf of itself and each other Secured Party (and each of their respective successors or assigns), hereby agree as follows:

ARTICLE 1. DEFINITIONS; GRANT OF SECURITY; CONTINUING PERFECTION AND PRIORITY

Section 1.1 General Definitions

As used in this Security Agreement, the following terms shall have the meanings specified below:

"Acceleration Default" means, with respect to (i) the Bank Credit Parties, a Credit Agreement Event of Default has occurred, and, as a result thereof, there has been an acceleration of the Credit Agreement Obligations, (ii) the Senior Noteholders, a Senior Note Event of Default has occurred, and, as a result thereof, there has been an acceleration of the Senior Note Obligations, and (iii) the Junior Noteholders, a Junior Note Event of Default has occurred, and, as a result thereof, there has

been an acceleration of the Junior Note Obligations.

"Account Debtor" has the meaning specified in Article 9 of the UCC.

"Accounts" means all "accounts" as defined in Article 9 of the UCC.

"Actionable Default" means, with respect to (i) the Bank Credit Parties, a Credit Agreement Event of Default has occurred and is continuing, (ii) the Senior Noteholders, a Senior Note Event of Default has occurred and is continuing, and (iii) the Junior Noteholders, a Junior Note Event of Default has occurred and is continuing.

"Additional Grantor" has the meaning assigned to such term in Article 13.

"Administrative Agent" means the Person acting as administrative agent under the Credit Agreement or any successor thereto.

"Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Applicable Date" means (i) in the case of any Grantor (other than an Additional Grantor), the date hereof, and (ii) in the case of any Additional Grantor, the date of the Supplement executed and delivered by such Additional Grantor.

"Applicable Representative" means:

(i) at any time during the period during which the Credit Agreement and the Senior Indenture are in effect, (x) if there are Loans or Letters of Credit outstanding at such time under the Credit Agreement, either the Administrative Agent acting with the consent of the Senior Indenture Trustee or the Senior Indenture Trustee acting individually, and (y) if there are no Loans or Letters of Credit outstanding at such time under the Credit Agreement, the Senior Indenture Trustee;

(ii) at any time during the period during which the Credit Agreement is in effect (whether or not there are Loans or Letters of Credit outstanding thereunder at such time) but the Senior Note Indenture is not in effect, the Administrative Agent;

(iii) at any time during the period during which the Senior Note Indenture is in effect but the Credit Agreement is not in effect, the Senior Indenture Trustee; and

(iv) at any time thereafter, the Junior Indenture Trustee.

"Approved Securities Intermediary" means a Securities Intermediary or commodity intermediary selected or approved by the Applicable Representative and with respect to which a Grantor has delivered to the Collateral Agent an executed Control Account Letter.

"Arch" has the meaning set forth in the preamble to this Security Agreement.

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"AWHI" has the meaning set forth in the preamble to this Security Agreement.

"Bank Credit Party" means the Administrative Agent, a Lender or the Issuing Bank, as the case may be.

"Bankruptcy Code" has the meaning assigned to such term in Recital I.

"Bankruptcy Court" has the meaning assigned to such term in Recital II.

"Blockage Notice" has the meaning specified in each Blocked Account Letter.

"Blocked Account" means a Deposit Account maintained by any Grantor with a Blocked Account Bank which account is the subject of an effective Blocked Account Letter, and includes all monies on deposit therein and all certificates and instruments, if any, representing or evidencing such Blocked Account.

"Blocked Account Bank" means a financial institution selected or approved by the Applicable Representative and with respect to which a Grantor has delivered to the Collateral Agent an executed Blocked Account Letter.

"Blocked Account Letter" means a letter agreement, substantially in the form of Exhibit B (with such changes thereto as may be agreed to by the Collateral Agent with the written consent of the Applicable Representative), executed by the relevant Grantor and the Collateral Agent and acknowledged and agreed to by the relevant Blocked Account Bank.

"Business Day" means (i) any day excluding Saturday, Sunday and any day which is a legal holiday under the laws of the State of New York or is a day on which banking institutions located in such state are required or authorized by law or other governmental action to close, and (ii) a day of the year on which the Collateral Agent is not required or authorized to close.

"Capital Lease" means, with respect to any Person, any lease of property by such Person as lessee which would be accounted for as a capital lease on a balance sheet of such Person prepared in conformity with GAAP.

"Cash Collateral Account" means any Deposit Account or Securities Account established by the Collateral Agent pursuant to the Collateral Agent Agreement in which cash and/or Cash Equivalents may from time to time be on deposit or held therein as provided herein.

"Cash Equivalents" means (a) securities issued or fully guaranteed or insured by the United States government or any agency thereof; (b) certificates of deposit, eurodollar time deposits, overnight bank deposits and bankers' acceptances of any commercial bank organized under the laws of the United States, any state thereof, the District of Columbia, any foreign bank, or its branches or agencies (fully protected against currency fluctuations) which, at the time of acquisition, are rated at least "A-1" by Standard & Poor's Rating Services ("S&P") or "P-1" by Moody's Investors Services, Inc. ("Moody's"); (c) commercial paper of an issuer rated at least "A-1" by S&P or "P-1" by Moody's; and (d) shares of any money market fund that (i) has at least 95% of its assets invested continuously in the types of investments referred to in clauses (a) through (c) above, (ii) has net assets of not less than $500,000,000, and (iii) is rated at least "A-1" by S&P or "P-1" by Moody's; provided, however, that the maturities of all

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obligations of the type specified in clauses (a) through (c) above shall not exceed 180 days.

"Chattel Paper" means all "chattel paper" as defined in Article 9 of the UCC.

"Claim Proceeds" means, with respect to any Commercial Tort Claim or any Collateral Support or Supporting Obligation relating thereto, all Proceeds thereof, including all insurance proceeds and other amounts and recoveries resulting or arising from the settlement or other resolution thereof, in each case regardless of whether characterized as a "commercial tort claim" under Article 9 of the UCC or "proceeds" under the UCC.

"Code" means the Internal Revenue Code of 1986.

"Collateral" has the meaning assigned to such term in Section 1.3(a).

"Collateral Account" has the meaning assigned to such term in Section 5.2 of the Collateral Agent Agreement.

"Collateral Agent" means The Bank of New York, in its capacity as collateral agent or any successor thereto.

"Collateral Agent Agreement" means the Collateral Agent Agreement, dated as of May 29, 2002, among the Grantors, the Administrative Agent, the Indenture Trustees and the Collateral Agent.

"Collateral Agreement Collateral" has the meaning assigned to such term in Section 5.3(a) of the Collateral Agent Agreement.

"Collateral Records" means all books, instruments, certificates, Records, ledger cards, files, correspondence, customer lists, blueprints, technical specifications, manuals and other documents, and all computer software, computer printouts, tapes, disks and related data processing software and similar items, in each case that at any time represent, cover or otherwise evidence, or contain information relating to, any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon.

"Collateral Support" means all property (real or personal) assigned, hypothecated or otherwise securing any of the Collateral, and shall include any security agreement or other agreement granting a lien or security interest in such real or personal property.

"Commercial Tort Claims" means (i) all "commercial tort claims" as defined in Article 9 of the UCC and (ii) all Claim Proceeds with respect to any of the foregoing; including all claims described on Schedule 3.8.

"Communications Act" means the Federal Communications Act of 1934.

"Concentration Account" means a Deposit Account of the Grantors with the bank or financial institution acceptable to the Applicable Representative, which shall be a Blocked Account.

"Control" means the possession, directly or indirectly, of the power to direct or

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cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. The terms "Controlling" and "Controlled" have meanings correlative thereto.

"Control Account" means a Securities Account or commodity account maintained by any Grantor with an Approved Securities Intermediary which account is the subject of an effective Control Account Letter, and includes all Financial Assets held therein and all certificates and instruments, if any, representing or evidencing the Financial Assets held therein.

"Control Account Letter" means a letter agreement, substantially in the form of Exhibit C (with such changes thereto as may be agreed to by the Collateral Agent with the written consent of the Applicable Representative), executed by any Grantor and the Collateral Agent and acknowledged and agreed to by the relevant Approved Securities Intermediary.

"Copyright License" means any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned or held by or on behalf of any Grantor or which any Grantor otherwise has the right to license, or granting any right to any Grantor under any Copyright, including the grant of rights to copy, publicly perform, create derivative works, manufacture, distribute, exploit and sell materials derived from any Copyright, now or hereafter owned by any third party, and all rights of any Grantor under any such agreement, including each agreement described on Schedule 3.7.

"Copyrights" means all of the following: (i) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (ii) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office or any similar offices in the United States or any other country, including those described on Schedule 3.7.

"Credit Agreement" means one or more debt facilities or agreements, in each case with banks or other institutional lenders providing for revolving credit loans and the issuance of letters of credit in an amount not to exceed $35,000,000 to be used on a revolving credit basis for working capital purposes, in each case, as amended, restated, modified, renewed, refunded, replaced, restructured, restated or refinanced (including any agreement to extend the maturity thereof and adding additional borrowers or guarantors) in whole or in part from time to time under the same or any other agent, lender or group of lenders.

"Credit Agreement Event of Default" shall have the meaning attributed to the term "Event of Default" set forth in the Credit Agreement.

"Credit Agreement Obligations" means, as of any date, the Obligations, to the extent owing to the Bank Credit Parties under the Loan Documents. Notwithstanding anything in this Security Agreement to the contrary, for purposes of this Security Agreement and the Collateral Agent Agreement, the Credit Agreement Obligations in respect of the principal amount of Loans and all reimbursement obligations in respect of Letters of Credit shall not exceed $35,000,000.

"Default" means an Actionable Default or an Acceleration Default.

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"Deposit Accounts" means all "deposit accounts" as defined in Article 9 of the UCC, including all such accounts described on Schedule 3.4.

"Documents" means all "documents" as defined in Article 9 of the UCC.

"Domestic Subsidiary" means, as to the Parent, a Subsidiary organized under the laws of the United States of America, any state thereof or the District of Columbia.

"Equipment" means (i) all "equipment" as defined in Article 9 of the UCC, (ii) all machinery, manufacturing equipment, data processing equipment, computers, office equipment, furnishings, furniture, appliances, fixtures and tools, in each case, regardless of whether characterized as "equipment" under the UCC, and (iii) all accessions or additions to any of the foregoing, all parts thereof, whether or not at any time of determination incorporated or installed therein or attached thereto, and all replacements therefor, wherever located, now or hereafter existing.

"Excluded Property" means, with respect to any Grantor, (i) any outstanding Stock in a Non-Material Foreign Subsidiary of the Parent which is a "controlled foreign corporation" as defined in the Code in excess of 65% of the voting power of all classes of Stock of such corporation entitled to vote and (ii) for so long as a PageNet Foreign Subsidiary is not a Subsidiary pursuant to the definition thereof, any outstanding Stock in such PageNet Foreign Subsidiary.

"FCC" means the United States Federal Communications Commission.

"FCC Licenses" means all of the licenses granted to the Grantors by the FCC.

"Financial Assets" means all "financial assets" as defined in Article 8 of the UCC.

"Foreign Pledge Agreements" means, collectively, each pledge agreement executed and delivered to grant a security interest in the Stock of a Foreign Subsidiary of the Parent, other than Excluded Property, each in form and substance satisfactory to the Collateral Agent.

"Foreign Subsidiary" means, as to the Parent, a subsidiary other than a Domestic Subsidiary.

"GAAP" means generally accepted accounting principles in effect in the United States of America as of the date hereof unless another date is specified herein.

"General Intangibles" means (i) all "general intangibles" as defined in Article 9 of the UCC and (ii) all choses in action and causes of action, all indemnification claims, all goodwill, all Hedging Contracts, all tax refunds, all licenses, permits, concessions, franchises and authorizations, all Intellectual Property, all Payment Intangibles and all Software, in each case, regardless of whether characterized as a "general intangible" under the UCC.

"Goods" means (i) all "goods" as defined in Article 9 of the UCC and (ii) all Equipment and Inventory and any computer program embedded in goods and any supporting information provided in connection with such program, to the extent (a) such program is associated with such goods in such a manner that it is customarily considered part of such goods or (b) by becoming the owner of such

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goods, a Person acquires a right to use the program in connection with such goods, in each case, regardless of whether characterized as a "good" under the UCC.

"Governmental Authority" means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Grantor" and "Grantors" means, collectively, AWHI and the Guarantors.

"Guarantee" means each guarantee by the Parent or any of the Subsidiaries of any Secured Debt Document.

"Guarantor" and "Guarantors" means, collectively, the Parent and each of the Subsidiaries other than AWHI.

"Guaranty Obligation" means, as applied to any Person, any direct or indirect liability, contingent or otherwise, of such Person with respect to any Indebtedness of another Person, if the purpose or intent of such Person in incurring the Guaranty Obligation is to provide assurance to the obligee of such Indebtedness that such Indebtedness will be paid or discharged, or that any holder of such Indebtedness will be protected (in whole or in part) against loss in respect thereof, including: (a) the direct or indirect guaranty, endorsement (other than for collection or deposit in the ordinary course of business) or co-making of Indebtedness of another Person; and (b) any liability of such Person for Indebtedness of another Person through any agreement (contingent or otherwise) (i) to purchase, repurchase or otherwise acquire such Indebtedness or any security therefor, or to provide funds for the payment or discharge of such Indebtedness (whether in the form of a loan, advance, stock purchase, capital contribution or otherwise), (ii) to maintain the solvency or any balance sheet item, level of income or financial condition of another Person, (iii) to make take-or-pay or similar payments, if required, regardless of non-performance by any other party or parties to an agreement, (iv) to purchase, sell or lease (as lessor or lessee) property, or to purchase or sell services, primarily for the purpose of enabling the debtor to make payment of such Indebtedness or to assure the holder of such Indebtedness against loss, or (v) to supply funds to or in any other manner invest in such other Person (including to pay for property or services irrespective of whether such property is received or such services are rendered), if in the case of any agreement described under subclause (i), (ii), (iii), (iv) or (v) of clause (b) of this sentence the primary purpose or intent thereof is as described in the preceding sentence. The amount of any Guaranty Obligation shall be equal to the amount of the Indebtedness so guaranteed or otherwise supported.

"Hedging Contracts" means all Interest Rate Contracts, foreign exchange contracts, currency swap or option agreements, forward contracts, commodity swap, purchase or option agreements, other commodity price hedging arrangements, and all other similar agreements or arrangements designed to alter the risks of any Person arising from fluctuations in interest rates, currency values or commodity prices.

"Indebtedness" of any Person means without duplication: (a) all indebtedness of such Person for borrowed money; (b) all obligations of such Person evidenced by notes, bonds, debentures or similar instruments or which bear interest; (c) all reimbursement and all obligations with respect to letters of credit, bankers' acceptances, surety bonds and performance bonds, whether or not matured; (d)

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all indebtedness for the deferred purchase price of property or services, other than trade payables incurred in the ordinary course of business; (e) all indebtedness of such Person created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property); (f) all obligations of such Person under Capital Leases and the present value of future rental payments under all synthetic leases; (g) all Guaranty Obligations of such Person; (h) all obligations of such Person to purchase, redeem, retire, defease or otherwise acquire for value any Stock or Stock Equivalents of such Person, valued, in the case of redeemable preferred stock, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends; (i) all payments that such Person would have to make in the event of an early termination on the date Indebtedness of such Person is being determined in respect of Hedging Contracts of such Person; and (j) all Indebtedness of the type referred to above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien upon or in property (including Accounts (as defined in the Security Agreement) and general intangibles) owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness.

"Indemnitee" means the Collateral Agent and its Related Parties.

"Indenture Trustees" means, collectively, the Senior Indenture Trustee and the Junior Indenture Trustee.

"Indentures" means, collectively, the Senior Indenture and the Junior Indenture.

"Instruments" means all "instruments" as defined in Article 9 of the UCC.

"Insurance" means all insurance policies covering any or all of the Collateral (regardless of whether the Collateral Agent or any other Secured Party is the loss payee thereof).

"Intellectual Property" means all intellectual and similar property of any Grantor of every kind and nature, including inventions, designs, Patents, Copyrights, Trademarks, Licenses, domain names, Trade Secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

"Interest Rate Contracts" means all interest rate swap agreements, interest rate cap agreements, interest rate collar agreements and interest rate insurance.

"Inventory" means (i) all "inventory" as defined in Article 9 of the UCC and (ii) all goods held for sale or lease or to be furnished under contracts of service or so leased or furnished, all raw materials, work in process, finished goods and materials used or consumed in the manufacture, packing, shipping, advertising, selling, leasing, furnishing or production of such inventory or otherwise used or consumed in any Grantor's business, all goods which are returned to or repossessed by or on behalf of any Grantor, and all computer programs embedded in any goods, and all accessions thereto and products thereof, in each case, regardless of whether characterized as "inventory" under the UCC.

"Investment" means, with respect to any Person: (a) any purchase or other

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acquisition by that Person of (i) any security issued by, (ii) a beneficial interest in any security issued by, or (iii) any other equity ownership interest in, any other Person; (b) any purchase by that Person of all or a significant part of the assets of a business conducted by another Person; (c) any loan, advance (other than deposits with financial institutions available for withdrawal on demand, prepaid expenses, accounts receivable and similar items made or incurred in the ordinary course of business as presently conducted), or capital contribution by that Person to any other Person, including all Indebtedness of any other Person to that Person arising from a sale of property by that Person other than in the ordinary course of its business; and (d) any guarantee incurred by that Person in respect of Indebtedness of any other Person.

"Investment Property" means all "investment property" as defined in Article 9 of the UCC.

"Issuing Bank" means in the event that the Credit Agreement provides for a letter of credit subfacility, the Person acting as the letter of credit issuing bank under the Credit Agreement.

"Junior Indenture" means the Indenture, dated as of May 29, 2002, among AWHI, as issuer, the Parent and each of the Subsidiaries (other than AWHI), as guarantors, and the Junior Indenture Trustee pursuant to which AWHI issued the Junior Notes.

"Junior Indenture Trustee" means The Bank of New York, in its capacity as trustee under the Junior Indenture or any successor.

"Junior Note Event of Default" shall have the meaning attributed to the term "Event of Default" in the Junior Indenture.

"Junior Note Obligations" means, as of any date, the Obligations, to the extent owing to the Junior Indenture Trustee and the Junior Noteholders under the Junior Indenture and the Junior Notes (and the guarantees thereof).

"Junior Noteholder" means a holder of Junior Notes.

"Junior Notes" means the 12% Subordinated Secured Compounding Notes due 2009 issued and outstanding under the Junior Indenture.

"Leased Real Property" has the meaning assigned to such term in Section 3.9(a)(ii)(A).

"Lenders" means, collectively, (i) the Lenders (as such term is defined in the Credit Agreement) party from time to time to the Credit Agreement, (ii) the Issuing Bank and (iii) each counterparty to a Secured Hedging Contract.

"Letter of Credit" means, in the event that the Credit Agreement provides for a letter of credit subfacility, a letter of credit issued by the Issuing Bank under the Credit Agreement.

"Letter of Credit Rights" means all "letter-of-credit rights" as defined in Article 9 of the UCC and (ii) all rights, title and interests of each Grantor to any letter of credit, in each case regardless of whether characterized as a "letter-of-credit right" under the UCC.

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"License" means any Copyright License, Patent License, Trademark License, Trade Secret License or other license or sublicense to which any Grantor is a party.

"Lien" means any mortgage, deed of trust, pledge, hypothecation, assignment, charge, deposit arrangement, encumbrance, lien (statutory or other), security interest or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever intended to assure payment of any Indebtedness or other obligation, including any conditional sale or other title retention agreement, the interest of a lessor under a Capital Lease, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of any financing statement under the UCC or comparable law of any jurisdiction naming the owner of the asset to which such Lien relates as debtor (other than those financing statements filed soley for precautionary reasons in connection with operating leases).

"Loan Documents" means the Credit Agreement, the promissory notes issued thereunder, any guarantees thereof, the documentation in respect of each Letter of Credit and the Security Documents relating to the Loans.

"Loans" means the loans made under the Credit Agreement.

"Majority Creditors" means:

(i) at any time during which the Credit Agreement and/or the Senior Note Indenture are in effect, Lenders and Senior Noteholders representing more than 50% of the sum at such time of (A) the commitments under the Credit Agreement (or, if such commitments do not then exist, of the sum of (x) the aggregate outstanding principal balance of the Loans, plus (y) the aggregate amount available to be drawn (whether or not the conditions therefor have been or may be satisfied) under all Letters of Credit, plus (z) the aggregate outstanding principal balance of all reimbursement obligations of AWHI with respect to Letters of Credit), plus (B) the aggregate outstanding principal amount of Senior Notes which are Outstanding (as defined in the Senior Indenture); and

(ii) at all times thereafter, Junior Noteholders representing more than 50% of the sum at such time of the aggregate outstanding principal amount of Junior Notes which are Outstanding (as defined in the Junior Indenture).

"Material Adverse Effect" means a material adverse effect on any of (a) the condition (financial or otherwise), business, performance, prospects (as such prospects relate to the Parent's and the Subsidiaries' ability to repay the Obligations), operations or properties of any of the Parent and the Subsidiaries, taken as a whole, (b) the legality, validity or enforceability of any Secured Debt Document; (c) the perfection or priority of the Liens granted pursuant to the Security Documents; (d) the ability of the Parent or any of the Subsidiaries to repay the Obligations or perform its respective obligations under the Secured Debt Documents; or (e) the ability of the Administrative Agent, the Indenture Trustees or the Collateral Agent to enforce the rights and remedies under the Secured Debt Documents.

"Material Foreign Subsidiary" means, as to any Person, a Foreign Subsidiary of such Person which, as of the last day of the most recently completed fiscal quarter, satisfied any one or

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more of the following three tests: (i) the amount of the Investments in such Foreign Subsidiary made by the Parent and the Subsidiaries on or after the date hereof exceeds $5,000,000 in the aggregate, (ii) the Parent's and the Subsidiaries' (other than such Foreign Subsidiary's) proportionate share (after intercompany eliminations) consisting of the property of such Foreign Subsidiary exceeds 2% of consolidated total assets of the Parent and the Subsidiaries or (iii) the Parent's and the Subsidiaries' (other than such Foreign Subsidiary's) equity in the income (not to include losses) from continuing operations before income taxes, extraordinary items and the cumulative effect of a change in accounting principles of such Foreign Subsidiary exceeds 2% of the income (not to include losses) from continuing operations before income taxes, extraordinary items and the cumulative effect of a change in accounting principles of the Parent and the Subsidiaries determined on a consolidated basis in accordance with GAAP.

"Material Intellectual Property" means Intellectual Property owned by or leased to a Grantor which is material to its business.

"Mellon Account" means the Deposit Account(s) of the Grantors with Mellon Bank, N.A., each of which shall be a Blocked Account or, if Mellon Bank, N.A. no longer has such Deposit Account(s), the Deposit Account(s) of the Grantors into which all of their bank accounts are swept at a financial institution reasonably acceptable to the Applicable Representative, each of which shall be a Blocked Account.

"Mortgage" means a mortgage, deed of trust, assignment of leases and rents or other security document granting a Lien on any Mortgaged Property to secure the Obligations. Each Mortgage shall be satisfactory in form and substance to the Applicable Representative.

"Mortgaged Property" means, initially, (i) each parcel of Owned Real Property and the improvements thereto owned by any Grantor and identified on Schedule 3.9(a)(i), and includes each other parcel of Owned Real Property and improvements thereto with respect to which a Mortgage is granted pursuant to Section 3.9(b)(i) and (ii) each Real Property Lease identified on Schedule 3.9(a)(ii)(D), and includes each other Real Property Lease with respect to which a Mortgage is granted pursuant to Section 3.9(b)(ii).

"Mortgage Opinion of Counsel" means an Opinion of Counsel with respect to a Mortgage, which counsel shall be licensed to practice in the State in which the Mortgaged Property is located, stating that: (i) such Mortgage is in proper form under the laws of the applicable State to be accepted for recording by the applicable recording office (the "Recording Office"), (ii) such Mortgage is enforceable against the applicable Grantor in accordance with its terms, (iii) upon due recordation of such Mortgage in such Recording Office, such Mortgage will create, as security for the payment and performance of the Obligations secured thereby, a valid, perfected and enforceable Lien of record on the entire interest of the applicable Grantor in such Mortgaged Property (including fixtures to the extent such fixtures constitute Real Property), (iv) such Mortgage creates valid security interests in all of the personal property covered thereby to the extent such security interests can be created under the Uniform Commercial Code of such State and, upon indexing of the applicable UCC financing statement with such Recording Office and the Office of the Secretary of the State of the State of incorporation or formation of such Grantor and recording of such Mortgage with the Recorder's Office, such Mortgage and such financing statements will be effective to perfect the security interests created thereby in the Mortgaged Property described therein (including any exhibits thereto) to the extent security interests in the Mortgaged Property covered thereby may be perfected by the filing or recording with said offices under the Uniform

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Commercial Code of such State, (v) upon the occurrence of a Default, the Collateral Agent will have the right to take the actions specified in such Mortgage, (vi) in order to enforce such Mortgage, neither the Collateral Agent, any Representative nor any Secured Party need qualify to do business in such State and the Collateral Agent has the power, without naming any Representative or any Secured Party in any applicable legal proceeding to exercise its remedies under the Security Documents for the realization on such Mortgaged Property in its own name as Collateral Agent, (vii) all rights of redemption of the applicable Grantor shall be extinguished upon the consummation of the sale of the such Mortgaged Property pursuant to any remedial provisions provided for in such Mortgage as a matter of law or otherwise, (viii) neither the Collateral Agent, any Representative nor any Secured Party will be subject to taxation by such State or any political subdivision thereof solely by reason of or in connection with the transactions contemplated by the Secured Debt Documents and (ix) as to such other customary matters.

"Non-Material Foreign Subsidiary" means, as to any Person at any time of determination, a Foreign Subsidiary of such Person other than a Material Foreign Subsidiary.

"Noteholders" means, collectively, Senior Noteholders and Junior Noteholders.

"Notes" means, collectively, Senior Notes and Junior Notes.

"Notice of Acceleration Default" means a written certification to the Collateral Agent and AWHI (i) from the Administrative Agent, certifying that an Acceleration Default has occurred with respect to the Credit Agreement Obligations, (ii) from the Senior Indenture Trustee certifying that an Acceleration Default has occurred with respect to Senior Note Obligations, or (iii) from the Junior Indenture Trustee certifying that an Acceleration Default has occurred with respect to Junior Note Obligations.

"Notice of Actionable Default" means a written certification to the Collateral Agent and AWHI (i) from the Administrative Agent, certifying that an Actionable Default has occurred with respect to the Credit Agreement Obligations, (ii) from the Senior Indenture Trustee certifying that an Actionable Default has occurred with respect to Senior Note Obligations, or (iii) from the Junior Indenture Trustee certifying that an Actionable Default has occurred with respect to Junior Note Obligations.

"Notice of Default" means a Notice of Acceleration Default or a Notice of Actionable Default.

"Obligations" means (a) the due and punctual payment of (i) principal and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) owing by the Grantors under the Secured Debt Documents (including Guarantees thereof), when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, and (ii) all other monetary obligations, including fees, commissions, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Grantors to the Secured Parties, or that are otherwise payable to any Secured Party, under the Secured Debt Documents (including Guarantees thereof), (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Grantors under or pursuant to the Secured Debt Documents (including Guarantees

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thereof), and (c) unless otherwise agreed upon in writing by the applicable Person party thereto, all obligations of AWHI, monetary or otherwise, under each Secured Hedging Contract.

"Opinion of Counsel" means a written opinion of counsel, who may (unless otherwise required by the Trust Indenture Act) be counsel for a Grantor and who may rely as to factual matters on a certificate signed by the Chairman of the Board, the President or a Vice President, and by the Chief Financial Officer, the Treasurer, an Assistant Treasurer, the Secretary or an Assistant Secretary of such Grantor delivered to the Collateral Agent, and who shall be reasonably acceptable to the Applicable Representative.

"Owned Real Property" has the meaning assigned to such term in Section 3.9(a)(i)(A).

"PageNet Foreign Subsidiaries" means, collectively, PageNet Argentina S.A., Paging Network International N.V., PageNet Chile S.A. and Paging Network (UK), Ltd.

"Parent" has the meaning set forth in the preamble to this Security Agreement.

"Patent License" means any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned or held by or on behalf of any Grantor or which any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement, including each agreement described on Schedule 3.7.

"Patents" means all of the following: (i) all letters patent of the United States or any other country, all registrations and recordings thereof and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in the United States or any other country, including those described on Schedule 3.7, and (ii) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"Payment Intangibles" means all "payment intangibles" as defined in Article 9 of the UCC.

"Permitted Liens" means Liens expressly permitted by each of the Credit Agreement and each of the Indentures.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Plan" has the meaning assigned to such term in Recital III.

"Pledged Collateral" means, collectively, the Pledged Notes, the Pledged Stock, the Pledged Partnership Interests, the Pledged LLC Interests, any other Investment Property of any Grantor, all certificates or other instruments representing any of the foregoing, all Security Entitlements of any Grantor in respect of any of the foregoing, all dividends, interest distributions, cash, warrants, rights,

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instruments and other property or Proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing.

"Pledged LLC Interests" means all of any Grantor's right, title and interest as a member of any limited liability companies and all of such Grantor's right, title and interest in, to and under any limited liability company agreement to which it is a party, including all interests in the limited liability companies listed on Schedule 3.4.

"Pledged Notes" means all right, title and interest of any Grantor in the Instruments evidencing all Indebtedness owed to such Grantor, including all Indebtedness described on Schedule 3.4, issued by the obligors named therein, and all interest, cash, Instruments and other property or Proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Indebtedness.

"Pledged Partnership Interests" means all of any Grantor's right, title and interest as a limited and/or general partner in all partnerships and all of such Grantor's right, title and interest in, to and under any partnership agreements to which it is a party, including all partnership interests listed on Schedule 3.4.

"Pledged Stock" means the shares of Capital Stock, Stock and Stock Equivalents owned by each Grantor, including all shares of capital stock listed on Schedule 3.4; provided, however, that no Capital Stock, Stock or Stock Equivalents issued by AWI Spectrum Co. Holdings, Inc. or AWI Spectrum Co., L.L.C. shall constitute Pledged Stock unless and until AWI Spectrum Co. Holdings, Inc. or AWI Spectrum Co., L.L.C., as applicable, becomes a Subsidiary.

"Proceeds" means (i) all "proceeds" as defined in Article 9 of the UCC, (ii) payments or distributions made with respect to any Pledged Collateral or Investment Property, (iii) any payment received from any insurer or other Person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property that constitutes the Collateral, and (iv) whatever is receivable or received when any of the Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary, including any claim of any Grantor against any third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (a) past, present or future infringement of any Patent now or hereafter owned or held by or on behalf of any Grantor, or licensed under a Patent License, (b) past, present or future infringement or dilution of any Trademark now or hereafter owned or held by or on behalf of any Grantor, or licensed under a Trademark License, or injury to the goodwill associated with or symbolized by any Trademark now or hereafter owned or held by or on behalf of any Grantor, (c) past, present or future infringement of any Copyright now or hereafter owned or held by or on behalf of any Grantor, or licensed under a Copyright License, (d) past, present or future infringement of any Trade Secret now or hereafter owned or held by or on behalf of any Grantor, or licensed under a Trade Secret License, and (e) past, present or future breach of any License, in each case, regardless of whether characterized as "proceeds" under the UCC.

"Real Property" means all of those plots, pieces or parcels of land now owned, leased or hereafter acquired or leased by any Grantor or any of its subsidiaries (the "Land"), together with the right, title and interest of such Grantor or such subsidiaries, if any, in and to the streets, the land lying in the bed of any streets, roads or avenues, opened or proposed, in front of, the air space and development

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rights pertaining to the Land and the right to use such air space and development rights, all rights of way, privileges, liberties, tenements, hereditaments and appurtenances belonging or in any way appertaining thereto, all fixtures, all easements now or hereafter benefiting the Land and all royalties and rights appertaining to the use and enjoyment of the Land, including all alley, vault, drainage, mineral, water, oil and gas rights, together with all of the buildings and other improvements now or hereafter erected on the Land, and any fixtures appurtenant thereto.

"Real Property Lease" has the meaning assigned to such term in Section 3.9(a)(ii)(B).

"Receivables" means all rights to payment, whether or not earned by performance, for goods or other property sold, leased, licensed, assigned or otherwise disposed of, or services rendered or to be rendered, including all such rights constituting or evidenced by any Account, Chattel Paper, Instrument or other document, General Intangible or Investment Property, together with all of the applicable Grantor's rights, if any, in any goods or other property giving rise to such right to payment, and all Collateral Support and Supporting Obligations related thereto and all Receivables Records.

"Receivables Records" means (i) all originals of all documents, instruments or other writings or electronic records or other Records evidencing any Receivable, (ii) all books, correspondence, credit or other files, Records, ledger sheets or cards, invoices, and other papers relating to any Receivable, including all tapes, cards, computer tapes, computer discs, computer runs, record keeping systems and other papers and documents relating to any Receivable, whether in the possession or under the control of the applicable Grantor or any computer bureau or agent from time to time acting for such Grantor or otherwise, (iii) all evidences of the filing of financing statements and the registration of other instruments in connection therewith, and amendments, supplements or other modifications thereto, notices to other creditors or secured parties, and certificates, acknowledgments, or other writings, including lien search reports, from filing or other registration officers, (iv) all credit information, reports and memoranda relating thereto, and (v) all other written forms of information related in any way to the foregoing or any Receivable.

"Record" means a "record" as defined in Article 9 of the UCC.

"Related Parties" means, with respect to any specified Person, such Person's Affiliates and the respective directors, officers, employees, agents and advisors of such Person and such Person's Affiliates.

"Secured Debt Documents" means the Security Documents, the Loan Documents, the Indentures, the Notes and the Guarantees thereof.

"Secured Hedging Contract" means each Hedging Contract entered into by AWHI with a Person that, at the time of the entry thereof, was a Lender (or an Affiliate thereof).

"Secured Parties" means (i) the Bank Credit Parties, (ii) the Indenture Trustees, (iii) the Noteholders, (iv) the beneficiaries of each indemnification obligation undertaken by a Grantor under any Senior Debt Document, (v) unless otherwise agreed upon in writing by it, each counterparty to a Secured Hedging Contract, and (vi) the successors and assigns of each of the foregoing.

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"Securities Accounts" means all "securities accounts" as defined in Article 8 of the UCC, including all such accounts described on Schedule 3.4.

"Securities Intermediary" has the meaning specified in Article 8 of the UCC.

"Security" means any Stock, Stock Equivalent, voting trust certificate, bond, debenture, note or other evidence of Indebtedness, whether secured, unsecured, convertible or subordinated, or any certificate of interest, share or participation in, or any temporary or interim certificate for the purchase or acquisition of, or any right to subscribe to, purchase or acquire, any of the foregoing, but shall not include any evidence of the Obligations.

"Security Documents" means, collectively, all of the agreements, instruments, documents, pledges or filings executed in connection with granting, or that otherwise evidence, the Lien of the Collateral Agent in the Collateral, including, without limitation, this Security Agreement, the Collateral Agent Agreement, the Foreign Pledge Agreements and each Mortgage creating a Lien that secures the Loan Documents, the Notes and the guarantees thereof, and any other document, agreement, instrument, pledge or filing executed in connection with the granting, or that otherwise evidence, the Lien of the Collateral Agent on the Collateral.

"Security Entitlement" means a "security entitlement" as defined in Article 8 of the UCC.

"Security Interest" has the meaning assigned to such term in Section 1.3(a).

"Senior Indenture" means the Indenture, dated as of May 29, 2002, among AWHI, as issuer, the Parent and each of the Subsidiaries (other than AWHI), as guarantors, and the Senior Indenture Trustee pursuant to which AWHI issued the Senior Notes.

"Senior Indenture Trustee" means The Bank of New York, in its capacity as trustee under the Senior Indenture or any successor.

"Senior Note Event of Default" shall have the meaning attributed to the term "Event of Default" in the Senior Indenture.

"Senior Note Obligations" means, as of any date, the Obligations, to the extent owing to the Senior Indenture Trustee and the Senior Noteholders under the Senior Indenture and the Senior Notes (and the guarantees thereof).

"Senior Noteholder" means a holder of Senior Notes.

"Senior Notes" means the 10% Senior Subordinated Secured Notes due 2007 issued and outstanding under the Senior Indenture.

"Software" means all "software" as defined in Article 9 of the UCC.

"Stock" means shares of capital stock (whether denominated as common stock or preferred stock), beneficial, partnership or membership interests, participations or other equivalents (regardless of how designated) of or in a corporation, partnership, limited liability company or equivalent

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entity, whether voting or non-voting.

"Stock Equivalents" means all securities convertible into or exchangeable for Stock and all warrants, options or other rights to purchase or subscribe for any Stock, whether or not presently convertible, exchangeable or exercisable.

"subsidiary" means, with respect to any Person (the "parent") at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, limited liability company, trust, joint venture, association, company, partnership or other entity of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power is or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held by the parent or one or more subsidiaries of the parent.

"Subsidiary" means any subsidiary of the Parent other than (i) any subsidiary of Paging Network Canadian Holdings, Inc. that is organized under the laws of Canada or any province thereof and that is in existence on the date hereof, (ii) for the period from the date hereof through the date which is 367 days after the later of (x) June 1, 2002 and (y) the termination of the Asset Acquisition Agreement, dated as of January 24, 2001, by and among Unrestricted Subsidiary Funding Company, the Parent, PageNet SMR Sub, Inc., and AWI Spectrum Co., LLC, AWI Spectrum Co., LLC and AWI Spectrum Co. Holdings, Inc. shall not be deemed to be Subsidiaries for purposes of this Security Agreement; provided that on and after such date, each of AWI Spectrum Co., LLC and AWI Spectrum Co. Holdings, Inc. shall be deemed to be Subsidiaries for purposes of this Security Agreement, and (iii) each PageNet Foreign Subsidiary; provided that if such PageNet Foreign Subsidiary is not dissolved or merged into a Grantor on or before the first anniversary of the date hereof and the Collateral Agent shall not have received a certificate of the applicable Governmental Authority (with a certified translation thereof if such certificate is not in English) evidencing the dissolution thereof or the merger thereof into a Grantor, such PageNet Foreign Subsidiary shall thereafter be deemed to be Subsidiaries for purposes of this Security Agreement.

"Supplement" means a supplement hereto, substantially in the form of Exhibit A.

"Supporting Obligation" means (i) all "supporting obligations" as defined in Article 9 of the UCC and (ii) all Guarantees and other secondary obligations supporting any of the Collateral, in each case regardless of whether characterized as a "supporting obligation" under the UCC.

"Trade Secret Licenses" means any written agreement, now or hereafter in effect, granting to any third party any right to use any Trade Secrets now or hereafter owned or held by or on behalf of any Grantor or which such Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trade Secrets now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

"Trade Secrets" means all trade secrets and all other confidential or proprietary information and know-how now or hereafter owned or used in, or contemplated at any time for use in, the business of any Grantor (all of the foregoing being collectively called a "Trade Secret"), whether or not

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such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such Trade Secret, the right to sue for any past, present and future infringement of any Trade Secret, and all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.

"Trademark License" means any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned or held by or on behalf of any Grantor or which such Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement, including each agreement described on Schedule 3.7.

"Trademarks" means all of the following: (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in the United States or any other country, and all extensions or renewals thereof, including those described on Schedule 3.7, (ii) all goodwill associated therewith or symbolized by any of the foregoing and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York or, when the context implies, the Uniform Commercial Code as in effect from time to time in any other applicable jurisdiction.

Section 1.2 Interpretation; References to the UCC

(a) Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified, (ii) any definition of or reference to any law shall be construed as referring to such law as from time to time amended and any successor thereto and the rules and regulations promulgated from time to time thereunder, (iii) any reference herein to any Person shall be construed to include such Person's successors and assigns, (iv) the words "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Security Agreement in its entirety and not to any particular provision hereof, (v) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Security Agreement, (vi) all references to a Schedule to this Security Agreement shall refer to such Schedule hereto or to a Supplement, as applicable and (vii) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

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(b) References to the UCC. All references herein to provisions of the UCC shall include all successor provisions under any subsequent version or amendment to any Article of the UCC.

Section 1.3 Grant of Security

(a) Grant. As security for the payment or performance, as applicable, in full of the Obligations, each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Collateral Agent (and its successors and assigns), for the benefit of the Secured Parties, and hereby grants to the Collateral Agent (and its successors and assigns), for the benefit of the Secured Parties, a security interest (the "Security Interest") in, all personal property and fixtures of such Grantor, including all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (all of which being hereinafter collectively referred to as the "Collateral"):

(i) all Accounts;

(ii) all Cash Collateral Accounts, Blocked Accounts and other deposit accounts;

(iii) all Commercial Tort Claims;

(iv) all Documents, Instruments and Chattel Paper;

(v) all Equipment;

(vi) all General Intangibles;

(vii) all Goods;

(viii) all Insurance;

(ix) all Intellectual Property;

(x) all Inventory;

(xi) all Investment Property, including all Control Accounts;

(xii) all Letter of Credit Rights;

(xiii) all Proceeds of FCC Licenses;

(xiv) all Owned Real Property;

(xv) all Pledged Collateral;

(xvi) all Receivables and Receivables Records;

(xvii) all other goods and personal property of such Grantor, whether tangible or intangible, wherever located, including money and letters of credit;

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(xviii) to the extent not otherwise included in clauses (i) through (xvii) of this Section, all Collateral Records, Collateral Support and Supporting Obligations in respect of any of the foregoing,

(xix) to the extent not otherwise included in clauses (i) through (xviii) of this Section, all other property in which a security interest may be granted under the UCC or which may be delivered to and held by the Collateral Agent pursuant to the terms hereof (including the Collateral Account and all funds and other property from time to time therein or credited thereto), and

(xx) to the extent not otherwise included in clauses (i) through (xix) of this Section, all Proceeds, products, substitutions, accessions, rents and profits of or in respect of any of the foregoing.

(b) Revisions to UCC. For the avoidance of doubt, it is expressly understood and agreed that, to the extent the UCC is revised after the date hereof such that the definition of any of the foregoing terms included in the description or definition of the Collateral is changed, the parties hereto desire that any property which is included in such changed definitions, but which would not otherwise be included in the Security Interest on the date hereof, nevertheless be included in the Security Interest upon the effective date of such revision. Notwithstanding the immediately preceding sentence, the Security Interest is intended to apply immediately on the date hereof to all of the Collateral to the fullest extent permitted by applicable law, regardless of whether any particular item of the Collateral was then subject to the UCC.

(c) Certain Limited Exclusions. Notwithstanding anything in this Section 1.3 to the contrary, in no event shall the Collateral include, and no Grantor shall be deemed to have granted a Security Interest in, (i) any right under any lease, license or other contract or agreement constituting a General Intangible, if the granting of a security interest therein or an assignment thereof would violate any enforceable provision of such lease, license or other contract or agreement, as applicable, subject, however, to the provisions of Section 9-406 of the UCC; provided that (A) each of the Grantors, jointly with the other Grantors and severally, hereby represents and warrants to the Collateral Agent and the other Secured Parties that such leases, licenses and other contracts and agreements, taken as a whole, are not material and (B) immediately upon such provision no longer being enforceable, the Collateral shall include, and the Grantors shall be deemed to have granted a Security Interest in, such right as if such provision had never been enforceable, (ii) any Excluded Property; provided that if any such property ceases to be Excluded Property, the security interest granted pursuant to Section 1.3(a) shall automatically and without further action attach to such property and become fully effective at that time, or (iii) any FCC Licenses to the extent that a security interest therein is prohibited by law; provided that (A) to the extent that such security interest at any time hereafter shall no longer be prohibited by law, such security interest shall automatically and without any further action attach and become fully effective at that time (giving effect to any retroactive effect to any change in applicable law or regulation) and (B) nothing in this clause (iii) shall affect the grant of the Security Interest in the Proceeds of FCC Licenses pursuant to Section 1.3(a)(xii).

Section 1.4 Ranking of Obligations

The Security Interest granted herein shall constitute (i) a first priority security interest and Lien securing the Credit Agreement Obligations, (ii) a second priority security interest and Lien securing

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the Senior Note Obligations, and (iii) a third priority security interest and Lien securing the Junior Note Obligations. All (i) Credit Agreement Obligations shall rank pari passu as to the Collateral and shall be secured equally and ratably without regard to the date or terms of issue of the instruments evidencing such Credit Agreement Obligations, (ii) Senior Note Obligations shall rank pari passu as to the Collateral and shall be secured equally and ratably without regard to the date or terms of issue of the instruments evidencing such Senior Note Obligations, and (iii) Junior Note Obligations shall rank pari passu as to the Collateral and shall be secured equally and ratably without regard to the date or terms of issue of the instruments evidencing such Junior Note Obligations.

Section 1.5 Power of Attorney to AWHI

Pursuant to Section 3.5(b) of the Collateral Agent Agreement, each Grantor (other than AWHI) has irrevocably constituted and appointed AWHI and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of such Grantor or in its own name, from time to time in AWHI's discretion, to take or omit taking any and all actions hereunder for the purpose of carrying out the terms of this Security Agreement and any of the other Security Documents, to receive and give all notices to be given by or received by such Grantor, to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes hereof and, without limiting the generality of the foregoing, has granted to AWHI the power and right on behalf of such Grantor, without assent by such Grantor, to bind such Grantor in all respects hereunder and under any of the other Security Documents, with the intent that all action taken by AWHI on behalf of such Grantor shall be binding upon and inure to the benefit of such Grantor as effectively as if such action were taken directly by such Grantor. Each such power of attorney is a power coupled with an interest and shall be irrevocable until all of the Obligations are paid in full in cash.

ARTICLE 2. SECURITY FOR OBLIGATIONS; NO ASSUMPTION OF LIABILITY

Section 2.1 Security for Obligations

Subject to Section, 1.4, this Security Agreement secures, and the Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, or any similar provision of any other bankruptcy, insolvency, receivership or other similar law), of all Obligations with respect to each Grantor.

Section 2.2 No Assumption of Liability

Notwithstanding anything to the contrary herein, the Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES AND COVENANTS

Section 3.1 Generally

(a) Representations and Warranties. Each of the Grantors, jointly with the other Grantors and severally, represents and warrants to the Collateral Agent and the other Secured Parties that:

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(i) As of the Applicable Date, (A) such Grantor's chief executive office or its principal place of business is, and for the preceding four months has been, located at the office indicated on Schedule 3.1(a)(i), (B) such Grantor's jurisdiction of organization is the jurisdiction indicated on Schedule 3.1(a)(i), and (C) such Grantor's Federal Employer Identification Number and Company Organizational Number are as set forth on Schedule 3.1(a)(i).

(ii) As of the Applicable Date, (A) such Grantor's full legal name is as set forth on Schedule 3.1(a)(ii) and (B) such Grantor has not done in the preceding five years, and does not do, business under any other name (including any trade name or fictitious business name), except for those names set forth on Schedule 3.1(a)(ii).

(iii) Such Grantor has not within the five years preceding the Applicable Date become bound (whether as a result of merger or otherwise) as debtor under a security agreement entered into by another Person, which has not heretofore been terminated.

(iv) As of the Applicable Date, (A) all of such Grantor's FCC Licenses are as listed on Schedule 3.1(a)(iv) and are valid and in full force and effect, except to the extent that any such invalidity or ineffectiveness would not have a Material Adverse Effect, (B) such Grantor is in compliance in all material respects with all terms required for the continued effectiveness of all such FCC Licenses, (C) there is no pending or threatened non-renewal, expiration, termination or revocation of any such FCC Licenses that could have a Material Adverse Effect, (D) no other material license, in addition to the FCC Licenses currently held by such Grantor, each of which is set forth on Schedule 3.1(a)(iv), is necessary to conduct its business as it is now conducted, (E) all FCC Licenses are renewable by their terms or in the ordinary course of business without the need to pay any amounts other than routine filing fees and upon compliance with routine FCC renewal procedures, and (F) such material FCC Licenses will not be adversely affected by consummation of the transactions contemplated hereby.

(v) Such Grantor has good and valid rights in, and title to, the Collateral with respect to which it has purported to grant a Security Interest, except for minor defects in title that do not interfere with its ability to conduct its business as currently conducted or to utilize such Collateral for its intended purposes, and except for Permitted Liens.

(vi) Set forth on Schedule 3.1(a)(vi) hereto is a complete and accurate list showing, as of the Applicable Date, each Subsidiary, the number of shares of each class of Stock authorized (if applicable), the number outstanding on the Applicable Date and the number and percentage of the outstanding shares of each such class owned (directly or indirectly) by the Parent and the Subsidiaries (as applicable). No Stock of any Subsidiary is subject to any outstanding option, warrant, right of conversion or purchase or any similar right. All of the outstanding Stock of each Subsidiary owned (directly or indirectly) by the Parent has been validly issued, is fully paid and non-assessable and is owned by the Parent or a Subsidiary, free and clear of all Liens (other than the Lien in favor of the Secured Parties created pursuant to the Security Documents). Neither the Parent nor any such Subsidiary is a party to, or has knowledge of, any agreement restricting the transfer or hypothecation of any Stock of any such Subsidiary, other than the Security Documents.

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(vii) All actions and consents, including all filings, notices, registrations and recordings, necessary or desirable to create, perfect or ensure the first priority (subject only to Permitted Liens) of the Security Interest in the Collateral owned or held by it or on its behalf or for the exercise by the Collateral Agent or any other Secured Party of any voting or other rights provided for in this Security Agreement or the exercise of any remedies in respect of any such Collateral have been made or obtained, (A) except for (1) the filing of UCC financing statements naming such Grantor as "debtor" and the Collateral Agent as "secured party," or the making of other appropriate filings, registrations or recordings, containing a description of such Collateral in each applicable governmental, municipal or other office specified on Schedule 3.1(a)(vii) and (2) the filing, registration or recordation of this Security Agreement or other fully executed security agreements in the form hereof (or in such other form as shall be in all respects satisfactory to the Collateral Agent) and containing a description of all such Collateral consisting of Patents, Trademarks and Copyrights, together with all other necessary documents, in each applicable governmental registry or office, (B) except for any such Collateral as to which the representations and warranties in this Section 3.1(a)(vii) would not be true solely by virtue of such Collateral having been used or disposed of in a manner expressly permitted hereunder or under any other Secured Debt Document, and (C) except to the extent that such Security Interest may not be perfected by filing, registering, recording or taking any other action in the United States.

(viii) It has not filed or consented to the filing of (A) any financing statement or analogous document under the UCC or any other applicable laws covering any such Collateral, (B) any assignment in which it assigns any such Collateral or any security agreement or similar instrument covering any such Collateral with the United States Patent and Trademark Office or the United States Copyright Office, or (C) any assignment in which it assigns any such Collateral or any security agreement or similar instrument covering any such Collateral with any foreign governmental, municipal or other office, in each case, which financing statement, analogous document, assignment or other instrument, as applicable, is still in effect, except for Permitted Liens.

(ix) The Security Interest in the Collateral owned or held by it or on its behalf (A) is effective to vest in the Collateral Agent, on behalf of the Secured Parties, the rights of the Collateral Agent in such Collateral as set forth herein and (B) does not violate Regulation T, U or X as of the Applicable Date.

(x) No PageNet Foreign Subsidiary has any significant assets and its business is not material to the business of the Parent and the Subsidiaries taken as a whole. The Parent intends to dissolve each PageNet Foreign Subsidiary or merge the same into a Grantor as soon as reasonably practicable after the date hereof.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees as follows:

(i) It will promptly notify the Collateral Agent in writing of any change (A) in its legal name or in any trade name used to identify it in the conduct of its business or in the ownership of its properties, (B) in the location of its chief executive office, principal place of business, any office in which it maintains books or records relating to any of the Collateral owned or held by it or on its behalf or, except to the extent permitted by Section 3.1(b)(vii) or Section 3.2, any office or facility at which any such Collateral is located (including the establishment of any

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new office or facility), (C) in its identity or legal or organizational structure or its jurisdiction of formation, or (D) in its Federal Taxpayer Identification Number or Company Organization Number. It agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the UCC or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected security interest in all the Collateral with the priority required hereby.

(ii) It shall maintain, at its own cost and expense, such complete and accurate Records with respect to the Collateral owned or held by it or on its behalf as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which it is engaged, but in any event to include complete accounting Records indicating all payments and proceeds received with respect to any part of such Collateral, and, at such time or times as the Collateral Agent may reasonably request, promptly to prepare and deliver to the Collateral Agent a duly certified schedule or schedules in form and detail satisfactory to the Collateral Agent showing the identity and amount of any and all such Collateral.

(iii) It shall, at its own cost and expense, take any and all actions necessary to defend title to the Collateral owned or held by it or on its behalf against all Persons and to defend the Security Interest in such Collateral and the priority thereof against any Lien or other interest not expressly permitted by the Secured Debt Documents, and in furtherance thereof, it shall not take, or permit to be taken, any action not otherwise expressly permitted by the Secured Debt Documents that could impair the Security Interest or the priority thereof or any Secured Party's rights in or to such Collateral.

(iv) The Collateral Agent and such Persons as the Collateral Agent may designate shall have the right, at the cost and expense of such Grantor, to inspect all of its Records (and to make extracts and copies from such Records), to discuss its affairs with its officers and independent accountants and to verify under reasonable procedures the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Collateral owned or held by or on behalf of such Grantor, including, in the case of Receivables, Pledged Notes, General Intangibles, Commercial Tort Claims or Collateral in the possession of any third person, by contacting Account Debtors, contract parties or other obligors thereon or any third person possessing such Collateral for the purpose of making such a verification. The Collateral Agent shall have the absolute right to share on a confidential basis any information it gains from such inspection or verification with any Secured Party.

(v) At its option and without any obligation whatsoever, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral owned or held by or on behalf of such Grantor, and not permitted by the Secured Debt Documents, and may pay for the maintenance and preservation of such Collateral to the extent such Grantor fails to do so as required by the Secured Debt Documents, and such Grantor agrees, jointly with the other Grantors and severally, to promptly reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization; provided, however, that nothing in this paragraph shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any other Secured Party to cure or perform, any

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covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, Liens, security interests or other encumbrances and maintenance as set forth herein or in the other Secured Debt Documents.

(vi) It shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral owned or held by it or on its behalf, all in accordance with the terms and conditions thereof, and it agrees, jointly with the other Grantors and severally, to indemnify and hold harmless the Collateral Agent and the other Secured Parties from and against any and all liability for such performance.

(vii) It shall not make, or permit to be made, an assignment, pledge or hypothecation of the Collateral owned or held by it or on its behalf, or grant any other Lien in respect of such Collateral, except as expressly permitted by the Secured Debt Documents. Except for Permitted Liens, it shall not make or permit to be made any transfer of such Collateral, and it shall remain at all times in possession of such Collateral and the direct owner, beneficially and of record, of the Pledged Stock included in such Collateral, except that (A) Inventory may be sold in the ordinary course of business, (B) obsolete or worn out Equipment may be sold or disposed of in the ordinary course of business, and (C) unless and until a Notice of Default shall have been delivered, it may use and dispose of such Collateral in any lawful manner not inconsistent with the provisions of this Security Agreement or any other Secured Debt Document; provided, however, that nothing in this paragraph shall be interpreted as prohibiting the merger or liquidation of any Grantor (other than AWHI) into another Grantor, the transfer by the Parent of any Stock or Stock Equivalents to Arch or AWHI or the transfer of any assets of any Grantor to any Subsidiary of AWHI.

(viii) It shall, at its own cost and expense, maintain or cause to be maintained insurance covering (A) physical loss or damage to the Collateral owned or held by it or on its behalf against all risks and (B) liability arising from the use or intended use, or otherwise attributable or relating to, such Collateral, in each case in accordance with the provisions of the Secured Debt Documents. The policies covering such insurance (1) shall, in the case of each policy under clause (A) of the immediately preceding sentence, contain a standard loss payable clause and shall name the Collateral Agent or its agent as sole loss payee in respect of each claim relating to such Collateral and resulting in a payment thereunder, (2) shall, in the case of each policy under clause (B) of the immediately preceding sentence, be indorsed to provide, in respect of the interests of the Collateral Agent and the other Secured Parties, that the Collateral Agent shall be an additional insured, and (3) shall, in the case of each policy under such clauses (A) and (B), provide that 30 days' prior written notice of any cancellation or modification thereof or any reduction of amounts payable thereunder shall be given to the Collateral Agent, and in the event that such Grantor at any time or times shall fail to pay any premium in whole or part relating thereto, the Collateral Agent may, in its sole discretion, but shall have no obligation whatsoever to, pay such premium. Such Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of a Default, of making, settling and adjusting claims in respect of such Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with

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respect thereto. In the event that such Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Collateral Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent deems advisable. All sums disbursed by the Collateral Agent in connection with this subsection, including reasonable attorneys' fees and expenses, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by such Grantor to the Collateral Agent and shall be additional Obligations secured hereby.

(ix) No later than 45 days after the end of each of the first three fiscal quarters of each fiscal year and 90 days after the end of the fourth fiscal quarter of each fiscal year, AWHI will deliver to the Collateral Agent a certificate signed by a financial officer thereof (or such other officer as is acceptable to the Collateral Agent) either (i) certifying that there has been no change to information disclosed in the schedules to this Security Agreement or, after the delivery of the first certification delivered pursuant to this subsection as previously certified or, if so, specifying all such changes and (ii) certifying that all UCC financing statements or other appropriate filings, recordings or registrations, including all refilings, rerecordings and reregistrations, containing a description of the Collateral have been filed of record in each governmental, municipal or other appropriate office in each jurisdiction identified pursuant to Schedule 3.1(a)(vii) and each other jurisdiction as is necessary to perfect the Liens in the Collateral.

Section 3.2 Equipment and Inventory

Each of the Grantors, jointly with the other Grantors and severally, represents and warrants to the Collateral Agent and the other Secured Parties that, as of the Applicable Date, all of the Equipment and Inventory included in the Collateral owned or held by it or on its behalf (other than mobile goods and Inventory and Equipment in transit) is kept only at the locations specified on Schedule 3.2. In addition, each Grantor covenants and agrees that it shall not permit any Equipment or Inventory owned or held by it or on its behalf to be in the possession or control of any warehouseman, bailee, agent or processor for a period of greater than thirty (30) consecutive days, unless such warehouseman, bailee, agent or processor shall have been notified of the Security Interest and shall have agreed in writing to hold such Equipment or Inventory subject to the Security Interest and the instructions of the Collateral Agent (given at the request of the Applicable Representative) and to waive and release any Lien held by it with respect to such Equipment or Inventory, whether arising by operation of law or otherwise.

Section 3.3 Receivables

(a) Each of the Grantors, jointly with the other Grantors and severally, represents and warrants to the Collateral Agent and the other Secured Parties that no Receivable is evidenced by an Instrument or Chattel Paper that has not been delivered to the Collateral Agent.

(b) Each Grantor hereby covenants and agrees that:

(i) It shall maintain adequate records of its Receivables and shall mark conspicuously, in form and manner reasonably satisfactory to the Collateral Agent, all Chattel

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Paper, Instruments and other evidence of any Receivables owned or held by it or on its behalf (other than any delivered to the Collateral Agent as provided herein), as well as the related Receivables Records, with an appropriate reference to the fact that the Collateral Agent has a security interest therein.

(ii) It will not, without the Collateral Agent's prior written consent acting at the direction of the Applicable Representative (which consent shall not be unreasonably withheld), grant any extension of the time of payment of any such Receivable, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any Supporting Obligation or Collateral Support relating thereto, or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, releases, compromises or settlements granted or made in the ordinary course of business and consistent with its current practices and in accordance with such practices reasonably believed by such Grantor to be prudent.

(iii) Except as otherwise provided in this Section, it shall continue to collect all amounts due or to become due to it under all such Receivables and any Supporting Obligations or Collateral Support relating thereto, and diligently exercise each material right it may have thereunder, in each case at its own cost and expense. In connection with such collections and exercise, at any time during the continuation of a Default, it shall take such action as it or the Collateral Agent, acting at the direction of the Applicable Representative or, after the occurrence and during the continuance of an Actionable Default, Majority Creditors, may reasonably deem necessary. Notwithstanding the foregoing, at any time during the continuation of a Default, the Collateral Agent shall have the right at any time to notify, or require such Grantor to notify, any Account Debtor with respect to any such Receivable, Supporting Obligation or Collateral Support of the Collateral Agent's security interest therein, and in addition, the Collateral Agent may: (i) direct such Account Debtor to make payment of all amounts due or to become due to such Grantor thereunder directly to the Collateral Agent and (ii) enforce, at the cost and expense of such Grantor, collection thereof and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor would be able to have done. If the Collateral Agent notifies such Grantor that it has elected to collect any such Receivable, Supporting Obligation or Collateral Support in accordance with the preceding sentence, any payments thereof received by such Grantor shall not be commingled with any of its other funds or property but shall be held separate and apart therefrom, shall be held in trust for the benefit of the Collateral Agent hereunder and shall be forthwith delivered to the Collateral Agent in the same form as so received (with any necessary indorsement), and such Grantor shall not grant any extension of the time of payment thereof, compromise, compound or settle the same for less than the full amount thereof, release the same, wholly or partly, or allow any credit or discount whatsoever thereon.

(iv) It shall use its best efforts to keep in full force and effect any Supporting Obligation or Collateral Support relating to any Receivable.

(v) During the continuance of an Acceleration Default, at the request of the Collateral Agent acting at the direction of the Applicable Representative, or during the continuance of an Actionable Default, acting at the direction of Majority Creditors, it shall direct each Account Debtor to make payment on each Receivable to a Blocked Account or the Concentration Account.

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Section 3.4 Investment Property

(a) Representations and Warranties. Each of the Grantors, jointly with the other Grantors and severally, represents and warrants to the Collateral Agent and the other Secured Parties that:

(i) Schedule 3.4 sets forth, as of the Applicable Date, all of the Pledged Collateral owned or held by or on behalf of such Grantor.

(ii) All Pledged Stock have been duly authorized and validly issued and are fully paid and nonassessable, and such Grantor is the direct owner, beneficially and of record, thereof, free and clear of all Liens (other than Permitted Liens).

(iii) All Pledged Notes have been duly authorized, issued and delivered and, where necessary, authenticated, and constitutes the legal, valid and binding obligation of the obligor with respect thereto, enforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, and general equitable principles (whether considered in a proceeding in equity or at law).

(iv) All Pledged Collateral consisting of certificated securities or Instruments has been delivered to the Collateral Agent.

(v) All Pledged Collateral held by a Securities Intermediary in a Securities Account or a commodities account is in a Control Account.

(vi) Other than the Pledged Partnership Interests and the Pledged LLC Interests that constitute General Intangibles, there is no Pledged Collateral other than that represented by certificated securities or Instruments in the possession of the Collateral Agent or that consisting of Financial Assets held in a Control Account.

(vii) No Person other than the Collateral Agent has "control" (within the meaning of Article 8 of the UCC) over any Investment Property of such Grantor.

(b) Registration in Nominee Name; Denominations. Each Grantor hereby agrees that (i) without limiting Article 5, the Collateral Agent, on behalf of the Secured Parties, shall have the right, upon the written direction of (x) the Applicable Representative (in its sole and absolute discretion) after the occurrence of an Acceleration Default or (y) Majority Creditors after the occurrence of an Actionable Default, to hold any Pledged Stock in its own name as pledgee, the name of its nominee (as pledgee or as sub-agent) or the name of the applicable Grantor, endorsed or assigned, where applicable, in blank or in favor of the Collateral Agent, (ii) at the Collateral Agent's request, such Grantor will promptly give to the Collateral Agent copies of any material notices or other communications received by it with respect to any Pledged Stock registered in its name, and (iii) the Collateral Agent shall have the right, upon the written direction of (x) the Applicable Representative (in its sole and absolute discretion) after the occurrence of an Acceleration Default or (y) Majority Creditors after the occurrence of an Actionable Default, to exchange any certificates, instruments or other documents representing or evidencing any Pledged Collateral or Investment Property owned or held by or on behalf of such Grantor for certificates,

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instruments or other documents of smaller or larger denominations for any purpose consistent with this Security Agreement.

(c) Voting and Distributions.

(i) Unless and until an (x) Acceleration Default shall have occurred and be continuing or (y) an Actionable Default shall have occurred and be continuing and Majority Creditors shall have directed to the contrary:

(A) Each Grantor shall be entitled to exercise any and all voting and/or other consensual rights and powers inuring to an owner of the Pledged Stock, or any part thereof, for any purpose consistent with the terms of this Security Agreement and the other Secured Debt Documents.

(B) The Collateral Agent shall execute and deliver to each Grantor, or cause to be executed and delivered to each Grantor, all such proxies, powers of attorney and other instruments as such Grantor may reasonably request for the purpose of enabling it to exercise the voting and/or consensual rights and powers it is entitled to exercise pursuant to subsection (c)(i)(A) and to receive the cash payments it is entitled to receive pursuant to subsection (c)(i)(C).

(C) Each Grantor shall be entitled to receive, retain and use any and all cash dividends, interest and principal paid on the Pledged Stock owned or held by it or on its behalf to the extent and only to the extent that such cash dividends, interest and principal are not prohibited by, and otherwise paid in accordance with, the terms and conditions of the Secured Debt Documents and applicable laws. All non-cash dividends, interest and principal, and all dividends, interest and principal paid or payable in cash or otherwise in connection with a partial or total liquidation or dissolution, return of capital, capital surplus or paid-in surplus, and all other distributions (other than distributions referred to in the preceding sentence) made on or in respect of the Pledged Stock whether paid or payable in cash or otherwise, whether resulting from a subdivision, combination or reclassification of the outstanding Pledged Stock in any issuer thereof in exchange for any Pledged Stock, or any part thereof, or in redemption thereof, or as a result of any merger, consolidation, acquisition or other exchange of assets to which such issuer may be a party or otherwise, shall be and become part of the Collateral, and, if received by such Grantor, shall not be commingled with any of its other funds or property but shall be held separate and apart therefrom, shall be held in trust for the benefit of the Collateral Agent hereunder and shall be forthwith delivered to the Collateral Agent in the same form as so received (with any necessary endorsement).

(ii) Without limiting the generality of the foregoing, if the Collateral Agent, acting at the direction of (x) the Applicable Representative, upon the occurrence and during the continuance of an Acceleration Default, or (y) Majority Creditors, upon the occurrence and during the continuance of an Actionable Default, shall so direct, then:

(A) All rights of each Grantor to dividends, interest or principal that it is authorized to receive pursuant to subsection (c)(i)(C) shall cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall have the sole and exclusive right and authority to receive and retain such dividends, interest or principal, as applicable. All dividends,

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interest and principal received by or on behalf of any Grantor contrary to the provisions of this Section shall be held in trust for the benefit of the Collateral Agent, shall be segregated from other property or funds of such Grantor and shall be forthwith delivered to the Collateral Agent upon demand in the same form as so received (with any necessary endorsement). Any and all money and other property paid over to or received by the Collateral Agent pursuant to the provisions of this subsection (c)(ii)(A) shall be retained by the Collateral Agent in the Collateral Account for the benefit of the Secured Parties. After all Defaults have been cured or waived, the Collateral Agent shall, within five Business Days thereafter, repay to the applicable Grantor all cash dividends, interest and principal (without interest) that such Grantor would otherwise be permitted to retain pursuant to the terms of subsection (c)(i)(C) and which remain in the Collateral Account.

(B) All rights of each Grantor to exercise the voting and consensual rights and powers it is entitled to exercise pursuant to subsection (c)(i)(A), and the obligations of the Collateral Agent under subsection (c)(i)(B), shall cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall have the sole and exclusive right and authority to exercise such voting and consensual rights and powers; provided that unless otherwise directed by the Collateral Agent acting pursuant to the directions of (1) the Applicable Representative in the case of an Acceleration Default or (2) Majority Creditors in the case of an Actionable Default, the Collateral Agent shall have the right from time to time following and during the continuance of a Default to permit such Grantor to exercise such rights. After all Defaults have been cured or waived, the applicable Grantor will have the right to exercise the voting and consensual rights and powers that it would otherwise be entitled to exercise pursuant to the terms of subsection (c)(i)(A).

Section 3.5 Deposit Accounts

(a) Representations and Warranties. The only Deposit Accounts maintained by any Grantor on the Applicable Date are those listed on Schedule 3.5 which sets forth such information separately for each Grantor.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees as follows:

(i) Each Grantor shall (A) cause all cash and all Proceeds received by such Grantor to be deposited in, or swept into, either the Mellon Account or, to the extent required by the Collateral Agent, acting at the direction of the Applicable Representative, the Concentration Account on a daily basis, except that cash to make Investments permitted by the Secured Debt Documents may be deposited in a Control Account; provided that after giving effect to such deposit and/or cash sweep, the amount of such cash and Proceeds on deposit in accounts other than the Mellon Account or the Concentration Account shall not exceed $1,000,000 (exclusive of the amounts in accounts for unpaid payroll, payroll taxes and withholding taxes), (B) to the extent required by the Collateral Agent, acting at the direction of the Applicable Representative, and to the extent that such cash and Proceeds are deposited in the Mellon Account and such cash and Proceeds exceed an amount not to exceed $2,000,000, such cash and Proceeds shall be deposited in, or swept into, the Concentration Account on a daily basis, (C) not establish or maintain, or permit any other Grantor to establish or maintain, any Securities Account or commodities account that is not a Control Account, and (D) not establish or maintain, or permit any other Grantor to establish or maintain, any account with any financial or other institution in which Proceeds are

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deposited other than the accounts listed on Schedule 3.5; provided that amounts in all such accounts are deposited in, or swept into, the Mellon Account as set forth in clause (A); provided further, that the amount in the accounts so indicated on Schedule 3.5 which are for unpaid payroll, payroll taxes and withholding taxes are not required to be swept on a daily basis. So long as no Default has occurred and is continuing, a Grantor may transfer funds from the Blocked Account to any existing disbursement or Deposit Accounts of such Grantor.

(ii) In the event (A) any Grantor or any Approved Securities Intermediary or Blocked Account Bank shall, after the date hereof, terminate an agreement with respect to the maintenance of a Control Account or Blocked Account for any reason, (B) the Collateral Agent shall demand the termination of an agreement with respect to the maintenance of a Control Account or a Blocked Account as a result of the failure of an Approved Securities Intermediary or Blocked Account Bank to comply with the terms of the applicable Control Account Letter or Blocked Account Letter, or (C) the Applicable Representative determines in its sole discretion that the financial condition of an Approved Securities Intermediary or Blocked Account Bank, as the case may be, has materially deteriorated, such Grantor agrees to notify all of its obligors that were making payments to such terminated Control Account or Blocked Account, as the case may be, to make all future payments to another Control Account or Blocked Account, as the case may be.

Section 3.6 Letter of Credit Rights

Each of the Grantors, jointly with the other Grantors and severally, represents and warrants to the Collateral Agent and the other Secured Parties that Schedule 3.6 sets forth, as of the Applicable Date, each letter of credit giving rise to a Letter of Credit Right included in the Collateral owned or held by or on behalf of such Grantor.

Section 3.7 Intellectual Property

(a) Representations and Warranties. Each of the Grantors, jointly with the other Grantors and severally, represents and warrants to the Collateral Agent and the other Secured Parties that Schedule 3.7 sets forth, as of the Applicable Date, all of the Material Intellectual Property owned or held by or on behalf of such Grantor, specifically identifying that owned by the Grantors and that licensed to the Grantors.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees as follows:

(i) It will not, nor will it permit any of its licensees (or sublicensees) to, do any act, or omit to do any act, whereby any Patent that is material to the conduct of its business may become invalidated or dedicated to the public, and it shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable patent laws.

(ii) It will (either directly or through its licensees or its sublicensees), for each Trademark that is material to the conduct of its business, (A) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (B) maintain the quality of products and services offered under such Trademark, (C) display such Trademark with notice of Federal or other analogous registration to the extent necessary and sufficient to establish and

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preserve its rights under applicable law, and (D) not knowingly use or knowingly permit the use of such Trademark in violation of any third party's valid and legal rights.

(iii) It will (either directly or through its licensees or its sublicensees), for each work covered by a Copyright that is material to the conduct of its business, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable copyright laws.

(iv) It will promptly notify the Collateral Agent in writing if it knows or has reason to know that any Material Intellectual Property material to the conduct of its business may become abandoned, lost or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or the United States Copyright Office, or any similar offices or tribunals in the United States or any other country) regarding such Grantor's ownership of any such Material Intellectual Property, its right to register the same, or to keep and maintain the same.

(v) In no event shall it, either directly or through any agent, employee, licensee or designee, file an application for any Material Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office or any similar offices in the United States or any other country, unless it promptly notifies the Collateral Agent in writing thereof and executes and delivers any and all agreements, instruments, documents and papers as are necessary or appropriate to evidence the Collateral Agent's security interest in such Material Intellectual Property, and such Grantor hereby appoints the Collateral Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(vi) It will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar offices or tribunals in the United States or any other country, to maintain and pursue each application relating to the Material Intellectual Property owned or held by it or on its behalf (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registered Trademark and Copyright that is material to the conduct of its business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent, in good faith, with good business judgment, to initiate opposition, interference and cancellation proceedings against third parties. In the event that it has reason to believe that any Material Intellectual Property has been or is about to be infringed, misappropriated or diluted by a third party, it promptly shall notify the Collateral Agent in writing and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Intellectual Property.

(vii) During the continuance of a Default, it shall use its best efforts to obtain all requisite consents or approvals by the licenser of each License to effect the assignment (as collateral security) of all of its right, title and interest thereunder to the Collateral Agent or its designee.

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(viii) It shall take all steps reasonably necessary to protect the secrecy of all Trade Secrets that is material to the conduct of its business relating to the products and services sold or delivered under or in connection with the Material Intellectual Property owned or held by or on its behalf, including entering into confidentiality agreements with employees and labeling and restricting access to secret information and documents.

(ix) It shall continue to collect all amounts due or to become due to such Grantor under all Intellectual Property, and diligently exercise each material right it may have thereunder, in each case at its own cost and expense, and in connection with such collections and exercise, it shall, upon the occurrence and during the continuance of (A) an Acceleration Default, take such action as it or the Collateral Agent acting at the direction of the Applicable Representative, may reasonably deem necessary or (B) an Actionable Default, take such action as it or the Collateral Agent acting at the direction of Majority Creditors may reasonably deem necessary. Notwithstanding the foregoing, upon the occurrence and during the continuance of a Default, the Collateral Agent, acting at the direction of (A) the Applicable Representative in the case of an Acceleration Default or (b) Majority Creditors in the case of an Actionable Default, shall have the right to notify, or require such Grantor to notify, any relevant obligors with respect to such amounts of the Collateral Agent's security interest therein.

Section 3.8 Commercial Tort Claims

(a) Representations and Warranties. Each of the Grantors, jointly with the other Grantors and severally, represents and warrants to the Collateral Agent and the other Secured Parties that Schedule 3.8 sets forth, as of the Applicable Date, all Commercial Tort Claims involving an amount in excess of $500,000 made by it or on its behalf or, to the best of its knowledge, to which it otherwise has any right, title or interest.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that promptly after the same shall have been commenced, written notice of any Commercial Tort Claim and any judgment, settlement or other disposition thereof shall be given to the Collateral Agent.

Section 3.9 Real Property

(a) Representations and Warranties. Each of the Grantors, jointly with the other Grantors and severally, represents and warrants to the Collateral Agent and the other Secured Parties that:

(i) Owned Real Property.

(A) Schedule 3.9(a)(i) sets forth a complete list of all Real Property owned by each of the Grantors as of the Applicable Date (individually, an "Owned Real Property" and collectively, the "Owned Real Properties") as well as all contracts, agreements or options to acquire other Real Property, or to sell or lease Owned Real Property, in each case binding on each of the Grantors showing, as of the Applicable Date, the street address, county or other relevant jurisdiction, state, and record owner.

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(B) Each of the Grantors has good, indefeasible, marketable and insurable fee simple title to all Owned Real Properties owned by it and all buildings, structures and other improvements located thereon, free and clear of all Liens, other than Permitted Liens.

(ii) Leased Real Property.

(A) Schedule 3.9(a)(ii)(A) sets forth, as of the Applicable Date, a complete list of all Real Property leased, subleased, or otherwise occupied or used by each of the Grantors as lessee other than tower site leases (individually, a "Leased Real Property" and collectively, the "Leased Real Properties") showing, the street address, county or other relevant jurisdiction, state, and leasehold owner.

(B) Each of the Grantors has valid, binding and enforceable leasehold interests in, good marketable and insurable leasehold title to, and actual and exclusive possession of the Leased Real Properties leased, subleased or otherwise occupied or used by it free and clear of all Liens of any nature whatsoever, other than Permitted Liens, and all buildings, structures or other improvements located thereon pursuant to the leases, subleases, licenses and occupancy agreements listed on Schedule 3.9(a)(ii)(B) (each, a "Real Property Lease" and collectively, the "Real Property Leases").

(C) Each of the Real Property Leases is in full force and effect and, except as set forth on Schedule 3.9(a)(ii)(B), has not been amended, modified, supplemented or assigned.

(D) Except for the Real Property Leases set forth on Schedule 3.9(b)(ii)(D), there are no Real Property Leases which, if terminated, could reasonably be expected to result in a Material Adverse Effect.

(b) Covenants and Agreements.

(i) Each Grantor hereby covenants and agrees that if at any time on or after the date hereof, it shall acquire any Owned Real Property, then it shall, at its own cost and expense, promptly (A) notify the Collateral Agent thereof in writing and (B) execute and deliver to the Collateral Agent (1) counterparts of a Mortgage with respect to such Owned Real Property, signed on behalf of the record owner of such Owned Real Property, (2) a policy or policies of title insurance issued by a nationally recognized title insurance company, insuring the Lien of each such Mortgage as a valid first Lien on such Owned Real Property described therein, free of any other Liens other than Permitted Liens, in form and substance reasonably acceptable to the Applicable Representative, together with such endorsements, coinsurance and reinsurance as the Applicable Representative or the Majority Creditors may reasonably request, (3) such surveys as may be required pursuant to such Mortgages or as the Applicable Representative or the Majority Creditors may reasonably request, (4) a copy of the original permanent certificate or temporary certificate of occupancy as the same may have been amended or issued from time to time, covering each improvement located upon such Real Property that were required to have been issued by the appropriate Governmental Authority for such improvement, (5) written confirmation from the applicable zoning commission or other appropriate Governmental Authority stating that, with respect to Real Property as built, it complies with existing land use and zoning ordinances,

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regulations and restrictions applicable to such Real Property, (6) a copy of a phase I environmental report issued for each such Real Property, each such report to be satisfactory to the Applicable Representative, (7) a Mortgage Opinion of Counsel and (8) such other customary documentation with respect to the Mortgages and the Real Property, including copies of all appraisals issued with respect thereto, as the Applicable Representative or the Majority Creditors may reasonably request.

(ii) Each Grantor agrees that no later than 90 days after the date hereof, it will use commercially reasonable efforts to deliver to the Collateral Agent, a Mortgage with respect to each Leased Real Property listed on Schedule 3.9(a)(ii)(D), together with a landlord's consent thereto substantially in the form of Exhibit D, a recorded memorandum of lease and such other customary documentation with respect thereto as the Collateral Agent, acting at the direction of the Applicable Representative may reasonably request. In addition, each Grantor hereby covenants and agrees that if at any time on or after the date hereof, it shall become the lessee with respect to any Leased Real Property which, if terminated, could reasonably be expected to result in a Material Adverse Effect, then it shall, at its own cost and expense, promptly (A) notify the Collateral Agent thereof in writing and (B) use commercially reasonable efforts to deliver to the Collateral Agent, a Mortgage thereon together with a landlord's consent thereto substantially in the form of Exhibit D, a recorded memorandum of lease, a Mortgage Opinion of Counsel and such other customary documentation with respect thereto as the Collateral Agent, acting at the direction of the Applicable Representative may reasonably request.

ARTICLE 4. FURTHER ASSURANCES

Section 4.1 Further Assurances

Each Grantor hereby covenants and agrees, at its own cost and expense, to execute, acknowledge, deliver and/or cause to be duly filed all such further agreements, instruments, Foreign Pledge Agreements and other documents (including favorable legal opinions in connection with the pledge of the Stock in Foreign Subsidiaries as provided in Section 4.2), and take all such further actions, that the Collateral Agent may from time to time reasonably request to preserve, protect and perfect (including as a result of any change in applicable law) the Security Interest granted by it and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with its execution and delivery of this Security Agreement, the granting by it of the Security Interest and the filing of any financing statements or other documents in connection herewith or therewith. In addition, to the extent permitted by applicable law, each Grantor hereby irrevocably authorizes the Collateral Agent to file one or more financing or continuation statements and amendments thereto (and to use the power of attorney granted in Article 5 to sign such statements, if required), relative to all or any part of the Collateral owned or held by it or on its behalf without the signature of such Grantor and agrees that a photographic or other reproduction of this Security Agreement or of a financing statement signed by such Grantor shall be sufficient as a financing statement and may be filed as a financing statement in any and all jurisdictions. Each Grantor hereby further irrevocably authorizes the Collateral Agent to file a Record or Records, including financing statements, in all jurisdictions and with all filing offices as are necessary, advisable or prudent to perfect the Security Interest granted by it and agrees that such financing statements may describe the Collateral owned or held by it or on its behalf in the same manner as described herein or may contain an indication or description of collateral that describes such property in any other manner that the Applicable Representative may determine, in its sole and absolute discretion, is necessary, advisable or

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prudent to perfect the Security Interest granted by such Grantor, including describing such property as "all assets" or "all personal property."

Section 4.2 Additional Subsidiaries; Foreign Subsidiaries

(a) If any Domestic Subsidiary or Material Foreign Subsidiary (other than AWHI, a Domestic Subsidiary or a Material Foreign Subsidiary that is a party to the Security Documents) is formed or acquired (or otherwise becomes a Subsidiary for purposes of this Security Agreement) after the date of this Security Agreement, or a Non-Material Foreign Subsidiary becomes a Material Foreign Subsidiary, the Parent will notify the Collateral Agent in writing thereof not later than the fifth Business Day after the date on which such Domestic Subsidiary or Material Foreign Subsidiary is formed or acquired (or otherwise becomes a Subsidiary for purposes of this Security Agreement) or such Non-Material Foreign Subsidiary becomes a Material Foreign Subsidiary, as applicable, and, in addition, the Parent will cause such new Domestic Subsidiary or Material Foreign Subsidiary or such Non-Material Foreign Subsidiary that has become a Material Foreign Subsidiary, as applicable, to become an Additional Grantor in accordance with Article 13 not later than the fifth Business Day after the date on which such new Domestic Subsidiary or Material Foreign Subsidiary is formed or acquired (or otherwise becomes a Subsidiary for purposes of this Security Agreement) or such Non-Material Foreign Subsidiary becomes a Material Foreign Subsidiary, as applicable. In connection therewith, the Parent will deliver or cause to be delivered to the Collateral Agent such agreements and other documents as may be necessary or appropriate to grant a first priority security interest in (i) the outstanding Stock of such Material Foreign Subsidiary which is owned by or on behalf of a Grantor (including one or more Foreign Pledge Agreements) and (ii) the assets of such Material Foreign Subsidiary constituting Collateral, together with (A) such UCC-1 financing statements or amendments thereto and other documents as requested by the Collateral Agent, together with either (x) satisfactory evidence that all taxes payable in connection with the filing of the UCC-1 financing statements have been paid or (y) a check payable to each applicable Governmental Authority in payment of each such tax, and (B) opinions of counsel (including foreign counsel opinions) as the Collateral Agent may request.

(b) If any Non-Material Foreign Subsidiary is formed or acquired (or otherwise becomes a Subsidiary for purposes of this Security Agreement) after the date of this Security Agreement, the Parent will notify the Collateral Agent in writing thereof not later than the fifth Business Day after the date on which such Non-Material Foreign Subsidiary is formed or acquired (or otherwise becomes a Subsidiary for purposes of this Security Agreement) and, in addition, the Parent will pledge or cause to be pledged to the Collateral Agent as additional Collateral not later than the fifth Business Day after the date on which such Non-Material Foreign Subsidiary is formed or acquired (or otherwise becomes a Subsidiary for purposes of this Security Agreement) (x) if such Non-Material Foreign Subsidiary is a "controlled foreign corporation" as defined in the Code, Stock representing 65% of the voting power of all classes of Stock of such Non-Material Foreign Subsidiary entitled to vote and (y) in all other cases, 100% of the Stock thereof, together with (i) such UCC-1 financing statements or amendments thereto and other documents as requested by the Collateral Agent, together with either (x) satisfactory evidence that all taxes payable in connection with the filing of the UCC-1 financing statements have been paid or (y) a check payable to each applicable Governmental Authority in payment of each such tax, (ii) all promissory notes evidencing Indebtedness of such Non-Material Foreign Subsidiary to any Grantor, and (iii) such agreements (including one or more Foreign Pledge Agreements), certificates, instruments and opinions of counsel (including foreign counsel opinions) as the Collateral Agent may request.

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Section 4.3 Opinion of Counsel

AWHI and the Guarantors shall furnish to the Collateral Agent and each of the Representatives within three months after each anniversary of the date of this Security Agreement, an Opinion of Counsel dated as of such date, stating either that (i) in the opinion of such counsel all action has been taken with respect to the recording, registering, filing, re-recording, re-registering and refiling of all financing statements, continuation statements or other instruments of further assurance as is necessary to perfect the Security Interest and to maintain the Liens of the Security Documents and reciting the details of such action, subject to customary assumptions and exclusions or (ii) in the opinion of such counsel, no such action is necessary to maintain such Liens, which Opinion of Counsel also shall state what actions it then believes are necessary to maintain the effectiveness of such Liens during the next year, subject to customary assumptions and exclusions.

ARTICLE 5. COLLATERAL AGENT APPOINTED ATTORNEY-IN-FACT

Each Grantor hereby appoints the Collateral Agent and any officer or agent thereof, with full power of substitution, as its true and lawful agent and attorney-in-fact for the purpose of carrying out the provisions of this Security Agreement and taking any action and executing any instrument that the Collateral Agent may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest, and without limiting the generality of the foregoing, upon the occurrence and during the continuance of an Acceleration Default the Collateral Agent, acting at the direction of the Applicable Representative, and an Actionable Default, acting at the direction of Majority Creditors, shall have the right, with power of substitution for such Grantor and in such Grantor's name or otherwise, for the use and benefit of the Collateral Agent and the other Secured Parties, upon the occurrence and during the continuance of a Default and at such other time or times permitted by the Secured Debt Documents, (i) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral owned or held by it or on its behalf or any part thereof; (ii) to demand, collect, receive payment of, give receipt for, and give discharges and releases of, any of such Collateral; (iii) to sign the name of such Grantor on any invoice or bill of lading relating to any of such Collateral; (iv) to send verifications of Receivables owned or held by it or on its behalf to any Account Debtor; (v) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on any of the Collateral owned or held by it or on its behalf or to enforce any rights in respect of any of such Collateral; (vi) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to any of such Collateral; (vii) to notify, or to require such Grantor to notify, Account Debtors and other obligors to make payment directly to the Collateral Agent, and (viii) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with any of such Collateral, and to do all other acts and things necessary to carry out the purposes of this Security Agreement, as fully and completely as though the Collateral Agent were the absolute owner of such Collateral for all purposes; provided, however, that nothing herein contained shall be construed as requiring or obligating the Collateral Agent or any other Secured Party to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent or any other Secured Party, or to present or file any claim or notice, or to take any action with respect to any of the Collateral or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken or omitted to be taken by the Collateral Agent or any other Secured Party with respect to any of the Collateral shall give rise to any defense, counterclaim or offset in favor of such Grantor or to any claim or action against the Collateral Agent or any other Secured Party. The provisions of this Article shall in no event relieve any Grantor of

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any of its obligations hereunder or under the other Secured Debt Documents with respect to any of the Collateral or impose any obligation on the Collateral Agent or any other Secured Party to proceed in any particular manner with respect to any of the Collateral, or in any way limit the exercise by the Collateral Agent or any other Secured Party of any other or further right that it may have on the date of this Security Agreement or hereafter, whether hereunder, under any other Secured Debt Document, by law or otherwise. Any sale pursuant to the provisions of this paragraph shall be deemed to conform to the commercially reasonable standards as provided in Section 9-504(3) of the UCC as in effect in the State of New York or its equivalent in other jurisdictions (or any successor provision, including those contained in Part 6 of Article 9 of the UCC).

ARTICLE 6. REMEDIES UPON DEFAULT

Section 6.1 Remedies Generally

(a) General Rights. Upon the occurrence and during the continuance of a Default and the demand of the Collateral Agent, acting at the direction of the Applicable Representative in the case an Acceleration Default, and Majority Creditors, in the case of an Actionable Default, each Grantor agrees to deliver each item of Collateral owned or held by it or on its behalf to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right to take any of or all the following actions at the same or different times: (i) with respect to any Collateral consisting of Intellectual Property or Commercial Tort Claims, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any such Collateral by the applicable Grantors to the Collateral Agent, or, in the case of Intellectual Property, to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and (ii) with or without legal process and with or without prior notice or demand for performance, to take possession of the Collateral owned or held by it or on its behalf and without liability for trespass to enter any premises where such Collateral may be located for the purpose of taking possession of or removing such Collateral and, generally, to exercise any and all rights afforded to a secured party under the UCC or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of any of the Collateral owned or held by or on behalf of such Grantor, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be irrevocably authorized at any such sale of such Collateral constituting securities (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to Persons who will represent and agree that they are purchasing such Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale, the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of the applicable Grantor, and such Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay, valuation and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

(b) Sale of Collateral The Collateral Agent shall give each Grantor ten days' written notice (which such Grantor agrees is reasonable notice within the meaning of Section 9-504(3) of the UCC as in effect in the State of New York or its equivalent in other jurisdictions (or any successor provisions,

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including those contained in Part 6 of Article 9 of the UCC)) of the Collateral Agent's intention to make any sale of any of the Collateral owned or held by or on behalf of such Grantor. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which such Collateral will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of any of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by applicable law, private) sale made pursuant to this Section, any Secured Party may bid for or purchase, free (to the extent permitted by applicable law) from any right of redemption, stay, valuation or appraisal on the part of such Grantor (all said rights being also hereby waived and released to the extent permitted by law), any of the Collateral offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from such Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to such Grantor therefor. For purposes hereof, (i) a written agreement to purchase any of the Collateral shall be treated as a sale thereof, (ii) the Collateral Agent shall be free to carry out such sale pursuant to such agreement, and (iii) no Grantor shall be entitled to the return of any of the Collateral subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Defaults shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose upon any of the Collateral and to sell any of the Collateral pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Article shall be deemed to conform to the commercially reasonable standards as provided in Section 9504(3) of the UCC as in effect in the State of New York or its equivalent in other jurisdictions (or any successor provisions, including those contained in Part 6 of Article 9 of the UCC). Without limiting the generality of the foregoing, each Grantor agrees as follows: (A) if the proceeds of any sale of the Collateral owned or held by it or on its behalf pursuant to this Article are insufficient to pay all the Obligations, it shall be liable for the resulting deficiency and the fees, charges and disbursements of any counsel employed by the Collateral Agent or any other Secured Party to collect such deficiency, (B) it hereby waives any claims against the Collateral Agent arising by reason of the fact that the price at which any such Collateral may have been sold at any private sale pursuant to this Article was less than the price that might have been obtained at a public sale, even if the Collateral Agent accepts the first offer received and does not offer such Collateral to more than one offeree, (C) there is no adequate remedy at law for failure by it to comply with the provisions of this Section and that such failure would not be adequately compensible in damages, and therefore agrees that its agreements in this Section may be specifically enforced, (D) the Collateral Agent may sell any such Collateral without giving any warranties

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as to such Collateral, and the Collateral Agent may specifically disclaim any warranties of title or the like, and (E) the Collateral Agent shall have no obligation to marshall any such Collateral.

(c) FCC Licenses. Notwithstanding anything to the contrary contained in any Secured Debt Document or in any other agreement, instrument or document executed by any Grantor and delivered to the Collateral Agent, the Collateral Agent will not take any action pursuant to any Secured Debt Document or any other document referred to above which would constitute or result in any assignment of any FCC Licenses or, to the extent failure to obtain such approval could reasonably be expected to have or cause a Material Adverse Effect, from any other applicable Governmental Authority, or any change of control (whether de jure or de facto) of such Grantor or any of its Subsidiaries if such assignment of any such FCC Licenses or change of control would require, under then existing law, the prior approval of the FCC or, to the extent failure to obtain such approval could reasonably be expected to have or cause a Material Adverse Effect, from any other applicable Governmental Authority, without first obtaining such prior approval of the FCC or such other Governmental Authority.

(d) Upon the occurrence of a Default or at any time thereafter during the continuance thereof, such Grantor agrees to take any action which the Collateral Agent, acting at the direction of the Applicable Representative, in the case of an Acceleration Default, or Majority Creditors, in the case of an Actionable Default, may reasonably request in order to obtain from the FCC or any other Governmental Authority such approval as may be necessary to enable the Collateral Agent to exercise and enjoy the full rights and benefits granted to the Collateral Agent by this Security Agreement and the other documents referred to above, including specifically, at the cost and expense of such Grantor, the use of commercially reasonable efforts to assist in obtaining approval of the FCC or such other Governmental Authority for any action or transaction contemplated by this Security Agreement for which such approval is or shall be required by law, and specifically, without limitation, upon request, to prepare, sign and file with the FCC or such other Governmental Authority the assignor's or transferor's portion of any application or applications for consent to the assignment of license, FCC Licenses or transfer of control necessary or appropriate under the FCC's or such other Governmental Authority's rules and regulations for approval of (i) any sale or other disposition of the Pledged Stock by or on behalf of the Collateral Agent, or (ii) any assumption by the Collateral Agent of voting rights in the Pledged Stock effected in accordance with the terms of this Security Agreement. It is understood and agreed that all foreclosure and related actions will be made in accordance with the Communications Act and applicable regulations and published policies and decisions of the FCC, and the statutes, regulations and published policies and decisions enforced by such other Governmental Authorities pertaining to such foreclosure and related actions.

Section 6.2 Pledged Stock

In view of the position of each Grantor in relation to the Pledged Stock or because of other current or future circumstances, a question may arise under the Securities Act of 1933, as now or hereafter in effect, or any similar statute hereafter enacted analogous in purpose or effect (such Act and any such similar statute as from time to time in effect being called the "Federal securities laws") with respect to any disposition of the Pledged Stock permitted hereunder. Each Grantor understands that compliance with the Federal securities laws might very strictly limit the course of conduct of the Collateral Agent if the Collateral Agent were to attempt to dispose of all or any part of the Pledged Stock, and might also limit the extent to which or the manner in which any subsequent transferee of any Pledged Stock could dispose of the same. Similarly, there may be other legal restrictions or limitations affecting the Collateral Agent in any attempt to dispose of all or part of the Pledged Stock under applicable Blue Sky or

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other state securities laws or similar laws analogous in purpose or effect. Each Grantor recognizes that in light of such restrictions and limitations the Collateral Agent may, with respect to any sale of the Pledged Stock, limit the purchasers to those who will agree, among other things, to acquire such Pledged Stock for their own account, for investment, and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that in light of such restrictions and limitations, the Collateral Agent, in its sole and absolute discretion, (i) may proceed to make such a sale whether or not a registration statement for the purpose of registering such Pledged Stock, or any part thereof, shall have been filed under the Federal securities laws and (ii) may approach and negotiate with a single potential purchaser to effect such sale. Each Grantor acknowledges and agrees that any such sale might result in prices and other terms less favorable to the seller than if such sale were a public sale without such restrictions. In the event of any such sale, the Collateral Agent shall incur no responsibility or liability for selling all or any part of the Pledged Stock at a price that the Collateral Agent, in its sole and absolute discretion, may in good faith deem reasonable under the circumstances, notwithstanding the possibility that a substantially higher price might have been realized if the sale were deferred until after registration as aforesaid or if more than a single purchaser were approached. The provisions of this Section will apply notwithstanding the existence of a public or private market upon which the quotations or sales prices may exceed substantially the price at which the Collateral Agent sells any such Pledged Stock.

Section 6.3 Grant of License to Use Intellectual Property

For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Article, at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to such Grantor) to use, license or sub-license any of the Collateral consisting of Intellectual Property now owned or held or hereafter acquired or held by or on behalf of such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. Upon the occurrence and during the continuation of a Default, the use of such license by the Collateral Agent shall be exercised by the Collateral Agent at the direction of the Applicable Representative, in the case of an Acceleration Default, and Majority Creditors, in the case of an Actionable Default; provided that any license, sub-license or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon such Grantor notwithstanding any subsequent cure of a Default. Any royalties and other payments received by the Collateral Agent shall be applied in accordance with the Collateral Agent Agreement.

Section 6.4 Registration, etc.

Each Grantor agrees that, upon the occurrence and during the continuance of a Default, if for any reason the Collateral Agent desires to sell any of the Investment Property owned or held by or on behalf of such Grantor at a public sale, it will, at any time and from time to time, upon the written request of the Collateral Agent, acting at the direction of the Applicable Representative, in the case of an Acceleration Default, and Majority Creditors, in the case of an Actionable Default, use its best efforts to take or to cause, where applicable, the issuer of such Investment Property to take such action and prepare, distribute and/or file such documents, as are required or advisable in the reasonable opinion of counsel for the Collateral Agent to permit the public sale of such Investment Property. Each Grantor further agrees to indemnify, defend and hold harmless the Collateral Agent, each other Secured Party, any underwriter and their respective officers, directors, affiliates and controlling Persons from and against all loss, liability,

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expenses, costs of counsel (including reasonable fees and expenses of legal counsel), and claims (including the costs of investigation) that they may incur, insofar as such loss, liability, expense or claim, as applicable, relates to such Grantor or any of its property, and arises out of or is based upon any alleged untrue statement of a material fact contained in any prospectus (or any amendment or supplement thereto) or in any notification or offering circular, or arises out of or is based upon any alleged omission to state a material fact required to be stated therein or necessary to make the statements in any thereof not misleading, except insofar as the same may have been caused by any untrue statement or omission based upon information furnished in writing to such Grantor or the issuer of such Investment Property, as applicable, by the Collateral Agent or any other Secured Party expressly for use therein. Each Grantor further agrees, upon such written request referred to above, to use its best efforts to qualify, file or register, or cause, where applicable, the issuer of such Investment Property to qualify, file or register, any of the Investment Property owned or held by or on behalf of such Grantor under the Blue Sky or other securities laws of such states as are necessary or appropriate under the circumstances and keep effective, or cause to be kept effective, all such qualifications, filings or registrations. Each Grantor will bear all costs and expenses of carrying out its obligations under this Section. Each Grantor acknowledges that there is no adequate remedy at law for failure by it to comply with the provisions of this Section and that such failure would not be adequately compensable in damages, and therefore agrees that its agreements contained in this Section may be specifically enforced.

Section 6.5 Cash Proceeds

In addition to the rights of the Collateral Agent specified in Section 3.3 with respect to payments of Receivables, if directed by the Collateral Agent acting at the direction of (i) the Applicable Representative upon the occurrence and during the continuance of an Acceleration Default or (ii) Majority Creditors upon the occurrence and during the continuance of an Actionable Default, all proceeds of any Collateral received by any Grantor consisting of cash, checks and other near-cash items shall be held by such Grantor in trust for the Collateral Agent, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to the Collateral Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the Collateral Agent, if required) for application to the Obligations.

Section 6.6 Application of Proceeds

All proceeds received by the Collateral Agent in respect of any sale, any collection from, or other realization upon all or any part of the Collateral shall be applied as provided in the Collateral Agent Agreement.

ARTICLE 7. THE COLLATERAL AGENT

The Collateral Agent has been appointed to act as Collateral Agent hereunder pursuant to the terms of the Collateral Agent Agreement. The duties, powers, rights, limitations of liability, the standard of care, the disclaimers and indemnifications in favor of the Collateral Agent are set forth in the Collateral Agent Agreement, the provisions for which are incorporated herein as if fully set forth herein. In the event of a conflict between any of the provisions of this Security Agreement and any of the provisions of the Collateral Agent Agreement, the provisions of the Collateral Agent Agreement shall control.

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ARTICLE 8. SECURITY INTEREST ABSOLUTE

All rights of the Collateral Agent hereunder, the Security Interest and all obligations of each Grantor hereunder shall be absolute and unconditional irrespective of (i) any lack of validity or enforceability of any Secured Debt Document, any agreement with respect to any of the Obligations, or any other agreement or instrument relating to any of the foregoing, (ii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other waiver, amendment, supplement or other modification of, or any consent to any departure from, any Secured Debt Document or any other agreement or instrument relating to any of the foregoing, (iii) any exchange, release or non-perfection of any Lien on any other collateral, or any release or waiver, amendment, supplement or other modification of, or consent under, or departure from, any guaranty, securing or guaranteeing all or any of the Obligations, or (iv) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or in respect of this Security Agreement or any other Secured Debt Document.

ARTICLE 9. TERMINATION; RELEASE

This Security Agreement and the Security Interest shall terminate at such time as the Collateral Agent releases the Security Interest pursuant to the provisions of Section 8.1 of the Collateral Agent Agreement. All releases of Collateral shall be subject to the provisions of Article 8 of the Collateral Agent Agreement. In connection with any termination or release pursuant to this Section, the Collateral Agent shall execute and deliver to the applicable Grantor, at such Grantor's own cost and expense, all UCC termination statements and similar documents that such Grantor may reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Article shall be without recourse to or warranty by the Collateral Agent or any other Secured Party.

ARTICLE 10. STANDARD OF CARE; COLLATERAL AGENT MAY PERFORM

The powers conferred on the Collateral Agent hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Collateral Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. The Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Collateral Agent accords its own property. Neither the Collateral Agent nor any Related Party shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or otherwise. If any Grantor fails to perform any agreement contained herein, the Collateral Agent may, but shall not be obligated to, itself perform, or cause performance of, such agreement, and the expenses of the Collateral Agent incurred in connection therewith shall be payable by each Grantor as an additional Obligation secured by the Collateral.

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ARTICLE 11. INDEMNITY AND EXPENSES

Section 11.1 Indemnification

Each Grantor agrees:

(a) to defend (subject to the Indemnitees' selection of counsel), indemnify, pay and hold harmless each Indemnitee, from and against any and all claims, losses and liabilities in any way relating to, growing out of or resulting from this Security Agreement and the transactions contemplated hereby (including without limitation enforcement of this Security Agreement), except to the extent such claims, losses or liabilities result from such Indemnitee's gross negligence or willful misconduct; and

(b) to pay to the Collateral Agent promptly following written demand therefor, all reasonable out-of-pocket costs and expenses incurred by the Collateral Agent, including the reasonable fees and expenses of its counsel and of any experts and agents, in connection with (i) the administration of the Security Documents, any workout, restructuring or negotiations in respect of the Secured Debt Documents and any amendments, modifications or waivers of the provisions thereof (whether or not the transactions contemplated thereby shall be consummated) and (ii) the enforcement or protection of its rights in connection with the Security Documents, including its rights under this Section.

Section 11.2 Survival

The obligations of each Grantor in this Article 11 shall survive the resignation or removal of the Collateral Agent and the termination of this Security Agreement and the discharge of such Grantor's other obligations under this Security Agreement and the Secured Debt Documents.

ARTICLE 12. NOTICES

All notices and other communications provided for herein shall be in writing and given as provided in Section 10.2 of the Collateral Agent Agreement.

ARTICLE 13. ADDITIONAL GRANTORS

Upon execution and delivery after the date hereof by the Collateral Agent and a Subsidiary of a Supplement, such Subsidiary shall become a Grantor hereunder and under the Collateral Agent Agreement with the same force and effect as if originally named as a Grantor herein and therein (each an "Additional Grantor"). The execution and delivery of any Supplement shall not require the consent of any other Grantor. The rights and obligations of each Grantor hereunder and under the other Secured Debt Documents shall remain in full force and effect notwithstanding the addition of any Additional Grantor as a party to this Security Agreement and the Collateral Agent Agreement.

ARTICLE 14. BINDING EFFECT; SEVERAL AGREEMENT; ASSIGNMENTS

Whenever in this Security Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party, and all covenants, promises and agreements by or on behalf of any Grantor that are contained in this Security Agreement shall bind and inure to the benefit of each party hereto and its successors and assigns. This Security Agreement

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shall become effective as to the Grantors at such time as the Credit Agreement and the Indentures have become effective and when a counterpart hereof executed on behalf of the Grantors shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantors and the Collateral Agent and their respective successors and assigns, and shall inure to the benefit of the Grantors, the Collateral Agent and the other Secured Parties, and their respective successors and assigns, except that no Grantor shall have the right to assign its rights or obligations hereunder or any interest herein or in any of the Collateral (and any such attempted assignment shall be void), except as expressly contemplated by this Security Agreement. This Security Agreement shall be construed as a separate agreement with respect to each of the Grantors and may be amended, supplemented, waived or otherwise modified or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

ARTICLE 15. SURVIVAL OF AGREEMENT; SEVERABILITY

All covenants, agreements, representations and warranties made by the Grantors herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Security Agreement shall be considered to have been relied upon by the Collateral Agent and the other Secured Parties and shall survive the execution and delivery hereof regardless of any investigation made by the Secured Parties or on their behalf, and shall continue in full force and effect until this Security Agreement shall terminate. In the event any one or more of the provisions contained in this Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

ARTICLE 16. AMENDMENTS AND WAIVERS

This Security Agreement may not be amended, revised, restated or supplemented (other than by a Supplement) or any provision hereof waived without the prior written consent of AWHI, acting for itself and each other Grantor, and the Collateral Agent, acting with the consent of Majority Creditors.

ARTICLE 17. GOVERNING LAW

THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICT OF LAWS TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

ARTICLE 18. COUNTERPARTS

This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which, when taken together,

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shall constitute but one contract (subject to Article 14), and shall become effective as provided in Article 14. Delivery of an executed counterpart of this Security Agreement by facsimile transmission shall be as effective as delivery of a manually executed counterpart of this Security Agreement.

ARTICLE 19. HEADINGS

Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Security Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Security Agreement.

ARTICLE 20. JURISDICTION; VENUE; CONSENT TO SERVICE OF PROCESS

Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court thereof, in any action or proceeding arising out of or relating to this Security Agreement or the other Secured Debt Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that, to the extent permitted by applicable law, all claims in respect of any such action or proceeding may be heard and determined in such New York State court or, to the extent permitted by applicable law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Security Agreement shall affect any right that the Collateral Agent or any other Secured Party may otherwise have to bring any action or proceeding relating to this Security Agreement or the other Secured Debt Documents against such Grantor or any of its property in the courts of any jurisdiction. Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Security Agreement or the other Secured Debt Documents in any foregoing court referred to in this Article. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Each of the parties hereto irrevocably consents to service of process in the manner provided for notices in Article 12. Nothing in this Security Agreement will affect the right of any party hereto to serve process in any other manner permitted by law.

ARTICLE 21. WAIVER OF JURY TRIAL

EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS SECURITY AGREEMENT. EACH PARTY HERETO (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS SECURITY AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS ARTICLE.

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ARCH WIRELESS HOLDINGS, INC.
SECURITY AGREEMENT

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement as of the day and year first above written.

ARCH WIRELESS, INC.
ARCH WIRELESS HOLDINGS, INC.
ARCH WIRELESS COMMUNICATIONS, INC.
ARCH CONNECTICUT VALLEY, INC.
ARCH COMMUNICATIONS ENTERPRISES, LLC
ARCHTEL, INC.
MOBILEMEDIA COMMUNICATIONS, INC.
MOBILE COMMUNICATIONS CORPORATION OF AMERICA
MOBILEMEDIA LICENSE CO., L.L.C.
BENBOW INVESTMENTS, INC.
PAGING NETWORK, INC.
PAGENET, INC.
PAGING NETWORK FINANCE CORP.
PAGING NETWORK INTERNATIONAL, INC.
PAGING NETWORK OF AMERICA, INC.
PAGING NETWORK OF COLORADO, INC.
PAGING NETWORK OF MICHIGAN, INC.
PAGING NETWORK OF NORTHERN CALIFORNIA, INC.
PAGING NETWORK OF SAN FRANCISCO, INC.
PAGING NETWORK CANADIAN HOLDINGS, INC.
PAGENET SMR SUB, INC.

AS TO EACH OF THE FOREGOING

By: _____
Name: Gerald J. Cimmino
Title: Vice President and Treasurer

THE BANK OF NEW YORK, as
Collateral Agent

By: _____

Name: ISHA A. HOLDER

Title: ASSISTANT TREASURER

EXHIBIT A
TO SECURITY AGREEMENT

FORM OF SUPPLEMENT

SUPPLEMENT NO. __, dated as of _____, to the SECURITY AGREEMENT, dated as of May 29, 2002, among ARCH WIRELESS HOLDINGS, INC., a Delaware corporation ("AWHI"), ARCH WIRELESS, INC., a Delaware corporation (the "Parent"), ARCH WIRELESS COMMUNICATIONS, INC., a Delaware corporation, the Subsidiaries of the Parent party thereto, and THE BANK OF NEW YORK, as Collateral Agent (as amended, supplemented or otherwise modified from time to time, the "Security Agreement").

Reference is made to the (i) the Indenture, dated as of May 29, 2002, among AWHI, as issuer, the Parent and each of its Subsidiaries (other than AWHI), as guarantors, and The Bank of New York, as Trustee, pursuant to which AWHI issued the Senior Notes, (ii) the Indenture, dated as of May 29, 2002, among AWHI, as issuer, the Parent and each of its Subsidiaries (other than AWHI), as guarantors, and The Bank of New York, as Trustee, pursuant to which AWHI issued the Junior Notes, and (iii) the Credit Agreement referred to in the Security Agreement. Capitalized terms (and the term "subsidiary") used herein and not defined herein shall have the meanings assigned to such terms in the Security Agreement.

Article 13 of the Security Agreement provides that additional Subsidiaries may become Grantors under the Security Agreement and the Collateral Agent Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "New Grantor") is executing this Supplement in accordance with the requirements of the Credit Agreement and the Indenture to become a Grantor under the Security Agreement and the Collateral Agent Agreement.

Accordingly, the Collateral Agent and the New Grantor hereby agree as follows:

1. In accordance with Article 13 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement and the Collateral Agent Agreement with the same force and effect as if originally named therein as a Grantor, and the New Grantor hereby agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Obligations, does hereby create and grant to the Collateral Agent (and its successors and assigns), for the benefit of the Secured Parties (and their successors and assigns), a security interest in and lien on all of the New Grantor's right, title and interest in and to the Collateral (as defined in the Security Agreement) and the Collateral Agent Collateral (as defined in the Collateral Agent Agreement) owned or held by or on behalf of the New Grantor. Each reference to a "Grantor" in the Security Agreement and the Collateral Agent Agreement shall be deemed to include the New Grantor. The Security Agreement and the Collateral Agent Agreement are hereby incorporated herein by reference.

2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that (i) this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors'

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rights generally, (ii) set forth on the Schedules attached hereto are true and complete schedules of all of the information that would have been required to have been delivered by or on behalf of the New Grantor pursuant to the Security Agreement and the Schedules thereto if the New Grantor had been originally named in the Security Agreement, and (iii) the representations and warranties made by it as a Grantor under the Security Agreement are true and correct on and as of the date hereof based upon the applicable information referred to in clause (ii) of this Section.

3. This Supplement may be executed in counterparts (and by each party hereto on a different counterpart), each of which shall constitute an original, but both of which, when taken together, shall constitute but one contract. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Grantor and the Collateral Agent. Delivery of an executed counterpart of this Supplement by facsimile transmission shall be as effective as delivery of a manually executed counterpart of this Supplement.

4. Except as expressly supplemented hereby, the Security Agreement and the Collateral Agent Agreement shall remain in full force and effect.

5. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICT OF LAWS TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

6. In the event any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

7. All communications and notices hereunder shall be in writing and given as provided in Article 12 of the Security Agreement. All communications and notices hereunder to the New Grantor shall be given to it at the address set forth in the applicable Schedule hereto, with a copy to AWHI.

8. The New Grantor agrees to reimburse the Collateral Agent for its out-of-pocket expenses in connection with this Supplement, including the fees, disbursements and other charges of counsel for the Collateral Agent.

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IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement No. __ to the Security Agreement as of the day and year first above written.

[NAME OF NEW GRANTOR]

By: _____
Name: _____
Title: _____

THE BANK OF NEW YORK, as
Collateral Agent

By: _____
Name: _____
Title: _____

[ATTACH SCHEDULES CORRESPONDING TO THE SCHEDULES TO THE SECURITY AGREEMENT]

EXHIBIT B
TO SECURITY AGREEMENT

FORM OF BLOCKED ACCOUNT LETTER

[DATE]

[NAME]
[TITLE]
[ADDRESS]

Dear [_____]:

Reference is made to account(s) numbered [_____] maintained with [Mellon Bank, N.A./ Bank maintaining the Concentration Account] by Arch Wireless Holdings, Inc. ("AWHI"), Arch Wireless, Inc., Arch Wireless Communications, Inc., Arch Connecticut Valley, Inc., Arch Communications Enterprises, LLC, Archtel, Inc., Mobilemedia Communications, Inc., Mobile Communications Corporation of America, Mobilemedia License Co., L.L.C., Benbow Investments, Inc., Paging Network Canadian Holdings, Inc., PageNet SMR Sub, Inc., Paging Network, Inc., PageNet, Inc., Paging Network Finance Corp., Paging Network International, Inc., Paging Network of America, Inc., Paging Network of Colorado, Inc., Paging Network of Michigan, Inc., Paging Network of Northern California, Inc., and Paging Network of San Francisco, Inc. (collectively, the "Companies") into which funds are deposited from time to time (collectively, the "Accounts"). The Companies have entered into a Security Agreement dated as of May 29, 2002 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Companies and The Bank of New York, as agent for the Secured Parties as defined therein (in such capacity, the "Collateral Agent") and a Collateral Agent Agreement, dated as of May 29, 2002 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agent Agreement" and, together with the Security Agreement, the "Agreements"), among the Companies, The Bank of New York, as Trustee under the Indenture, dated as of May 29, 2002, among AWHI, as issuer, the Parent and each of its Subsidiaries (other than AWHI) party thereto, as guarantors, and such Trustee, The Bank of New York, as Trustee under the Indenture, dated as of May 29, 2002, among AWHI, as issuer, the Parent and each of its Subsidiaries (other than AWHI) party thereto, as guarantors, and such Trustee, and each Administrative Agent under a Credit Agreement from time to time party thereto and the Collateral Agent.

Pursuant to the Agreements and related documents, the Companies have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in certain property of the Companies consisting of all cash and all Proceeds (as such term is defined in the Security Agreement) received by such Companies during the term of the Security Agreement (collectively, the "Collateral"). Payments with respect to the Collateral shall hereafter be deposited or swept into the Accounts.

The Companies hereby transfer to the Collateral Agent exclusive control of the Accounts and all funds and other property on deposit therein. By your execution of this letter agreement, you: (a) agree that you will comply with instructions originated by the Collateral Agent directing disposition of the funds and other property on deposit in the Accounts without further consent of any of the Companies; and (b) acknowledge that all funds in the Accounts shall be transferred to the Collateral Agent as provided herein, that the Accounts are being maintained by you for the benefit of the Collateral Agent (as provided herein),

and that all amounts and other property therein are held by you as custodian for the Collateral Agent (as provided herein).

Except as provided in paragraph (e) below, the Accounts shall not be subject to deduction, set-off, banker's lien, counterclaim, defense, recoupment or any other right in favor of any person or entity other than the Collateral Agent. By your execution of this letter agreement you also acknowledge that, as of the date hereof, you have received no notice of any other pledge or assignment of the Accounts and you, the Companies and the Collateral Agent agree as follows:

(a) Notwithstanding anything to the contrary or any other agreement relating to the Accounts, the Accounts are and will be maintained for the benefit of the Collateral Agent, will be entitled "Arch Wireless Account" and will be subject to written instructions from an authorized officer of the Collateral Agent as provided herein.

(b) Prior to the effectiveness of a written notice from the Collateral Agent in the form of Annex A hereto (a "Blockage Notice"), you are authorized to transfer to the Companies the balance in the Accounts as the Companies may from time to time designate in writing.

(c) Any Blockage Notice shall be marked as "*Urgent;*" dispatched by Federal Express or other overnight courier for overnight delivery before noon on a Banking Day, and by facsimile transmission, addressed as follows:

[NAME]
[ADDRESS]
Attention: Division Manager
Fax: (212) _____

with a copy to: [NAME]
[ADDRESS]
Attention: Division Manager
Fax: (212) _____

and a copy to: [NAME]
[ADDRESS]
Attention: Division Manager
Fax: (212) _____

Such notice shall be effective at such time as you determine in your sole and absolute discretion, but not later than the end of the second Banking Day following your receipt of the overnight delivery thereof. As used herein, the term "Banking Day" means any day other than a Saturday, a Sunday or other day in which banks in the State of New York are authorized or required to close.

The Collateral Agent will not deliver a Blockage Notice unless directed to do so by the Applicable Representative or Majority Creditors (as such terms are defined in the Security Agreement). You shall be entitled to rely and shall be fully protected in relying on the due authorization of a Blockage Notice without inquiry.

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(d) From and after the effectiveness of a Blockage Notice, you will transfer (by wire transfer or other method of transfer mutually acceptable to you and the Collateral Agent) to the Collateral Agent, in same day funds, on each Banking Day, the entire balance of collected funds in the Accounts to the following account (the "Collateral Agent Concentration Account"):

ABA Number: _____
THE BANK OF NEW YORK
101 Barclay Street
New York, New York 10286
Account Name: _____
Account Number: _____
Attn: _____

or to such other account as the Collateral Agent may from time to time designate in writing.

(e) All customary service charges and fees with respect to the Accounts, as well as the amount of any returned, dishonored or uncollected check, draft, instrument or other item or media of payment may be debited to the Accounts. In the event insufficient funds remain in the Accounts to cover such customary service charges and fees or returned, dishonored or uncollected items or payments, the Companies agree, jointly and severally, to pay and indemnify you for such amounts.

In the event that any check, draft, instrument, or other item or media of payment constituting part of the collections credited by you to the Accounts and transferred to the Collateral Agent is subsequently dishonored, returned, or otherwise not collected ("Returned Remittance"), the Collateral Agent will, upon demand of you pay to you in immediately available funds the amount of each such Returned Remittance.

This letter agreement shall be binding upon and shall inure to the benefit of you, the Companies, the Collateral Agent and the respective successors, transferees and assigns of any of the foregoing. This letter agreement may not be modified except upon the mutual consent of the Collateral Agent, the Companies and you. You may terminate the letter agreement only upon 30 days' prior written notice to the Companies and the Collateral Agent. The Collateral Agent may terminate this letter agreement upon 10 days' prior written notice to you and the Companies. Upon such termination you shall close the Accounts and transfer all collected funds in the Accounts to the Collateral Agent Concentration Accounts or as otherwise directed by the Collateral Agent. After any such termination, you shall nonetheless remain obligated promptly to transfer to the Collateral Agent Concentration Account or as the Collateral Agent may otherwise direct all funds and other property received in respect of the Account.

The Accounts shall remain subject to your contract rules and regulations for non-personal checking accounts (the 'Rules and Regulations"); provided, however, that in the event of a conflict between the terms of this letter agreement and the terms of the Rules and Regulations, the terms of this letter agreement shall prevail.

You shall have no liability arising out of or relating to this letter agreement except for liability for actual damages incurred by the Companies or the Collateral Agent as a direct result of your gross negligence or willful misconduct. Without limiting the foregoing, you shall have no liability whatsoever to any person for any indirect, consequential, incidental, special or reliance damages, regardless of the form of action in which such damages are asserted (whether in contract, tort or otherwise) even if you were

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aware of or have been advised of the possibility of such damages. In no event shall you have any liability for damages or other losses caused in any way by acts of god, acts of war or terrorism, machine or computer breakdown or malfunction, interruption or malfunction of communication facilities, labor difficulties or any other similar or dissimilar cause beyond your reasonable control.

Under no circumstances shall you be obligated to make any independent inquiry whatsoever as to the Collateral Agent's right or authority to give you any instruction, order or direction with respect to the Accounts or the items or payments received therein, or as to the use the Collateral Agent makes of any monies deposited to the Accounts.

The Companies agree that they jointly and severally indemnify and hold you harmless from and against any and all loss, claims, damages, costs, charges, counsel fees, payments, expenses and liabilities whatsoever which you shall or may sustain or incur at any time by reason of or in consequence of (i) this letter agreement or actions or omissions in connection with this letter agreement, or (ii) your having complied with any instructions furnished by the Companies or the Collateral Agent pursuant to this letter agreement or in acting on any order or direction by the Companies or the Collateral Agent respecting the Accounts or the items and other payments received therein; provided, however, that you shall not be so indemnified for your own gross negligence or willful misconduct.

Any action arising out of or relating to this letter agreement shall be litigated in, and only in, courts located in New York City, New York, Borough of Manhattan, and the parties hereby submit to the exclusive jurisdiction of such courts and agree that they are a convenient forum. Each party hereby waives the right to trial by jury in any action arising out of or relating to this letter agreement.

This letter agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this letter agreement by telecopier shall be effective as delivery of a manually executed counterpart of this letter agreement.

This letter agreement supersedes all prior agreements, oral or written, with respect to the subject matter hereof and may not be amended, modified or supplemented except by a writing signed by the Collateral Agent, the Companies and you. There are no third party beneficiaries to this letter agreement, other than as specifically referred to herein.

TRADEMARK
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ARCH WIRELESS INC.
BLOCKED ACCOUNT LETTER

This letter agreement shall be governed by, and construed in accordance with, the law of the state of New York.

Upon acceptance of this letter agreement it will be the valid and binding obligation of the Companies, the Collateral Agent, and you, in accordance with its terms.

Very truly yours,

ARCH WIRELESS, INC.
ARCH WIRELESS HOLDINGS, INC.
ARCH WIRELESS COMMUNICATIONS, INC.
ARCH CONNECTICUT VALLEY, INC.
ARCH COMMUNICATIONS ENTERPRISES, LLC
ARCHTEL, INC.
BENBOW INVESTMENTS, INC.
MOBILEMEDIA COMMUNICATIONS, INC.
MOBILE COMMUNICATIONS CORPORATION OF AMERICA
MOBILEMEDIA LICENSE CO., L.L.C.
PAGING NETWORK, INC.
PAGENET, INC.
PAGING NETWORK FINANCE CORP.
PAGING NETWORK INTERNATIONAL, INC.
PAGING NETWORK OF AMERICA, INC.
PAGING NETWORK OF COLORADO, INC.
PAGING NETWORK OF MICHIGAN, INC.
PAGING NETWORK OF NORTHERN CALIFORNIA, INC.
PAGING NETWORK OF SAN FRANCISCO, INC.
PAGING NETWORK CANADIAN HOLDINGS, INC.
PAGENET SMR SUB, INC.

AS TO EACH OF THE FOREGOING:

By: _____
Name: _____
Title: _____

ARCH WIRELESS INC.
BLOCKED ACCOUNT LETTER

THE BANK OF NEW YORK,
as Collateral Agent

By: _____
Name: _____
Title: _____

Acknowledged and agreed to as of
the date first above written:

[NAME OF INSTITUTION]

By: _____
Name: _____
Title: _____

Annex 1 to Blocked Account Letter
Form of Blockage Notice

[DATE]

[NAME]
[TITLE]
[ADDRESS]
[ADDRESS]

Dear [_____]:

Re: Account(s) Numbered [_____] (collectively, the "Accounts")

Ladies and Gentlemen:

Reference is made to the Accounts and that certain Blocked Account Letter dated _____, ____ among you, the Companies (as therein defined) and The Bank of New York, as Collateral Agent (the "Blocked Account Letter"). Capitalized terms used herein shall have the meanings given to them in the Blocked Account Letter.

The Collateral Agent hereby notifies you that, from and after the date of this notice, you are hereby directed to transfer (by wire transfer or other method of transfer mutually acceptable to you and the Collateral Agent) to the Collateral Agent, in same day funds, on each Banking Day, the entire balance in the Accounts to the Collateral Agent Concentration Account specified in paragraph (d) of the Blocked Account Letter or to such other account as the Collateral Agent may from time to time designate in writing.

Very truly yours,

THE BANK OF NEW YORK, as Collateral Agent

By: _____
Name: _____
Title: _____

EXHIBIT C
TO SECURITY AGREEMENT

FORM OF CONTROL ACCOUNT LETTER

[DATE]

[Name and Address
of Approved Securities
Intermediary]

Ladies and Gentlemen:

The undersigned Arch Wireless Holdings, Inc. ("AWHI"), Arch Wireless, Inc., Arch Wireless Communications, Inc., Arch Connecticut Valley, Inc., Arch Communications Enterprises, LLC, Archtel, Inc., Mobilemedia Communications, Inc., Mobile Communications Corporation of America, Mobilemedia License Co., L.L.C., Benbow Investments, Inc., Paging Network Canadian Holdings, Inc., PageNet SMR Sub, Inc., Paging Network, Inc., PageNet, Inc., Paging Network Finance Corp., Paging Network International, Inc., Paging Network of America, Inc., Paging Network of Colorado, Inc., Paging Network of Michigan, Inc., Paging Network of Northern California, Inc., and Paging Network of San Francisco, Inc. (collectively, the "Pledgors") have entered into a Security Agreement, dated as of May 29, 2002 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Pledgors and The Bank of New York, as agent for the Secured Parties as defined therein (in such capacity, the "Collateral Agent") and a Collateral Agent Agreement, dated as of May 29, 2002 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agent Agreement" and, together with the Security Agreement, the "Agreements"), among the Pledgors, among the Companies, The Bank of New York, as Trustee under the Indenture, dated as of May 29, 2002, among AWHI, as issuer, the Parent and each of its Subsidiaries (other than AWHI) party thereto, as guarantors, and such Trustee, The Bank of New York, as Trustee under the Indenture, dated as of May 29, 2002, among AWHI, as issuer, the Parent and each of its Subsidiaries (other than AWHI) party thereto, as guarantors, and such Trustee, and and each Administrative Agent under a Credit Agreement from time to time party thereto and the Collateral Agent.

Pursuant to the Agreements and related documents, the Pledgors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all present and future Assets (hereinafter defined) in Account No. _____ of the Pledgors (the "Pledge").

1. Instructions of the Pledgors. The Pledgors hereby instruct you (the "Approved Securities Intermediary") to:

(a) maintain the Account, as "Account No.: _____ - Arch Wireless Account";

(b) hold in the Account the assets, including all financial assets, securities, security entitlements and all other property and rights now or hereafter received in such Account (collectively the "Assets");

(c) provide to the Collateral Agent, with a duplicate copy to the Pledgors, a monthly statement of Assets and a confirmation statement of each transaction effected in the Account after such transaction is effected; and

(d) honor only the instructions or entitlement orders in regard to or in connection with the Account given by an Authorized Officer of the Collateral Agent, except that until such time as the Collateral Agent gives a written notice to the Approved Securities Intermediary that the Pledgors' rights under this sentence have been terminated (on which notice the Approved Securities Intermediary may rely exclusively), the Pledgors acting through an Authorized Officer may: (i) exercise any voting rights that they may have with respect to any of the Assets; (ii) give instructions to enter into purchase or sale transactions in the Account; and (iii) withdraw and receive for their own use all regularly scheduled interest and dividends paid with respect to the Assets and all cash proceeds of any sale of Assets ("Permitted Withdrawals"); provided, however, that unless the Collateral Agent has consented to the specific transaction, the Pledgors shall not instruct the Approved Securities Intermediary to deliver and, except as may be required by law or by court order, the Approved Securities Intermediary shall not deliver, cash and/or securities, or proceeds from the sale of, or distributions on, such securities out of the Account to the Pledgors or to any other person or entity other than Permitted Withdrawals. The Collateral Agent shall not give written notice to the Approved Securities Intermediary that the Pledgors' rights have been terminated as provided above unless directed to do so by the Applicable Representative or Majority Creditors (as such terms are defined in the Security Agreement). The Approved Securities Intermediary shall be entitled to rely and shall be fully protected in relying on the due authorization of any such written notice without inquiry.

2. Agreements of the Approved Securities Intermediary.

(a) By its signature below, the Approved Securities Intermediary agrees to comply with the entitlement orders and instructions of an Authorized Officer of the Collateral Agent (including any instructions with respect to sales, trades, transfers and withdrawals of cash or other of the Assets) without the consent of the Pledgors or any other person (it being understood and agreed by the Pledgors that the Approved Securities Intermediary shall have no duty or obligation whatsoever of any kind or character to have knowledge of the terms of the Agreements or to determine whether or not an event of default exists thereunder). The Pledgors hereby agree, jointly and severally, to indemnify and hold harmless the Approved Securities Intermediary, its affiliates, officers and employees from and against any and all claims, causes of action, liabilities, lawsuits, demands and/or damages, including any and all court costs and reasonable attorney's fees, that may result by reason of the Approved Securities Intermediary complying with such instructions of the Collateral Agent. In the event that the Approved Securities Intermediary is sued or becomes involved in litigation as a result of complying with the above stated written instructions, the Pledgors and the Collateral Agent agree that the Approved Securities Intermediary shall be entitled to charge all costs and fees it incurs in connection with such litigation to the Assets in the Account and withdraw such sums as the costs and charges accrue.

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(b) The Authorized Officer of the Collateral Agent who shall give oral instructions hereunder shall confirm the same in writing to the Approved Securities Intermediary within five days after such oral instructions are given.

(c) For the purpose of this letter agreement, the term "Authorized Officer of Pledgors" shall refer in the singular to _____ or _____ or _____ (each of whom is, on the date hereof, an officer or director of the Pledgors) and "Authorized Officer of Collateral Agent" shall refer in the singular to any Person who is a vice president or managing director of the Collateral Agent. In the event that the Pledgors shall find it advisable to designate a replacement of any of their Authorized Officers, written notice of any such replacement shall be given to the Approved Securities Intermediary and the Collateral Agent.

(d) Except with respect to the obligations and duties as set forth herein, this letter agreement shall not impose or create any obligations or duties upon the Approved Securities Intermediary greater than or in addition to the customary and usual obligations and duties of the Approved Securities Intermediary to the Pledgors.

(e) As long as the Assets are pledged to the Collateral Agent: (i) the Approved Securities Intermediary will not invade the Assets to cover margin debits or calls in any other accounts of the Pledgors; and (ii) the Approved Securities Intermediary agrees that, except for liens resulting from customary commissions, fees, or charges based upon transactions in the Account, it subordinates in favor of the Collateral Agent any security interest, lien or right of setoff the Approved Securities Intermediary may have. The Approved Securities Intermediary acknowledges that it has not received notice of any other security interest in the Account or the Assets. In the event any such notice is received, the Approved Securities Intermediary will promptly notify the Collateral Agent. The Pledgors herein represent that the Assets are free and clear of any lien or encumbrances and agree that, with the exception of the security interest granted to the Collateral Agent, no lien or encumbrance will be placed by them on the Assets without the express written consent of both the Collateral Agent and the Approved Securities Intermediary.

3. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and it and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, and the law of the Approved Securities Intermediary's jurisdiction for the purposes of Section 8-110 of the UCC shall be, the law of the State of New York.

4. Financial Assets; Control. The Approved Securities Intermediary will treat all property at any time held by the Approved Securities Intermediary in the Account as financial assets within the meaning of the Uniform Commercial Code. The Approved Securities Intermediary acknowledges that this letter agreement constitutes written notification to the Approved Securities Intermediary, pursuant to the Uniform Commercial Code and any applicable federal regulations for the Federal Reserve Book Entry System, of the Collateral Agent's security interest in the Assets. The Pledgors, Collateral Agent and Approved Securities Intermediary are entering into this letter agreement to provide for the Collateral Agent's control of the Assets and to confirm the first and exclusive priority of the Collateral Agent's security interest in the Assets. The Approved Securities Intermediary agrees to promptly make and thereafter maintain all necessary entries or notations in its books and records to reflect the Collateral Agent's security interest in the Assets.

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5. Severability. If any term or provision of this letter agreement is determined to be invalid or unenforceable, the remainder of this letter agreement shall be construed in all respects as if the invalid or unenforceable term or provision were omitted. This letter agreement may not be altered or amended in any manner without the express written consent of the Pledgors, the Collateral Agent and the Approved Securities Intermediary. This letter agreement may be executed in any number of counterparts, all of which shall constitute one original agreement.

6. Termination. This letter agreement may be terminated by the Approved Securities Intermediary upon 30 day's prior written notice to the Pledgors and the Collateral Agent. Upon expiration of such 30-day period, the Approved Securities Intermediary shall be under no further obligation except to hold the Assets in accordance with the terms of this letter agreement, pending receipt of written instructions from the Pledgors and the Collateral Agent, jointly, regarding the further disposition of the pledged Assets.

7. Miscellaneous.

(a) The Pledgors acknowledge that this letter agreement supplements any existing agreements of the Pledgors with the Approved Securities Intermediary and, except as expressly provided herein, is in no way intended to abridge any rights that the Approved Securities Intermediary might otherwise have.

(b) Any action arising out of or relating to this letter agreement shall be litigated in, and only in, courts located in New York City, New York, Borough of Manhattan, and the parties hereby submit to the exclusive jurisdiction of such courts and agree that they are a convenient forum. Each party hereby waives the right to trial by jury in any action arising out of or relating to this letter agreement.

(c) This letter agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this letter agreement by telecopier shall be effective as delivery of a manually executed counterpart of this letter agreement.

(d) This letter agreement supersedes all prior agreements, oral or written, with respect to the subject matter hereof and may not be amended, modified or supplemented except by a writing signed by the Collateral Agent, the Companies and you. There are no third party beneficiaries to this letter agreement, other than as specifically referred to herein.

(e) This letter agreement shall be governed by, and construed in accordance with, the law of the state of New York.

(f) Upon acceptance of this letter agreement it will be the valid and binding obligation of the Companies, the Collateral Agent, and you, in accordance with its terms.

TRADEMARK
REEL: 002478 FRAME: 0067

ARCH WIRELESS INC.
CONTROL ACCOUNT LETTER

Very truly yours,

ARCH WIRELESS, INC.
ARCH WIRELESS HOLDINGS, INC.
ARCH WIRELESS COMMUNICATIONS, INC.
ARCH CONNECTICUT VALLEY, INC.
ARCH COMMUNICATIONS ENTERPRISES, LLC
ARCHTEL, INC.
BENBOW INVESTMENTS, INC.
MOBILEMEDIA COMMUNICATIONS, INC.
MOBILE COMMUNICATIONS CORPORATION OF AMERICA
MOBILEMEDIA LICENSE CO., L.L.C.
PAGING NETWORK, INC.
PAGENET, INC.
PAGING NETWORK FINANCE CORP.
PAGING NETWORK INTERNATIONAL, INC.
PAGING NETWORK OF AMERICA, INC.
PAGING NETWORK OF COLORADO, INC.
PAGING NETWORK OF MICHIGAN, INC.
PAGING NETWORK OF NORTHERN CALIFORNIA, INC.
PAGING NETWORK OF SAN FRANCISCO, INC.
PAGING NETWORK CANADIAN HOLDINGS, INC.
PAGENET SMR SUB, INC.

AS TO EACH OF THE FOREGOING:

By: _____
Name: _____
Title: _____

ARCH WIRELESS INC.
CONTROL ACCOUNT LETTER

THE BANK OF NEW YORK,
as Collateral Agent

By: _____
Name: _____
Title: _____

Acknowledged and agreed to as of
the date first above written:

[NAME OF APPROVED SECURITY INTERMEDIARY]

By: _____
Name: _____
Title: _____

EXHIBIT D
TO SECURITY AGREEMENT

FORM OF CONSENT TO LEASEHOLD MORTGAGE

This Consent to Leasehold Mortgage (this "Agreement") is executed as of _____ __, 2002, between _____, a _____ corporation ("Landlord"), the banks and other financial institutions from time to time and THE BANK OF NEW YORK, as collateral agent ("Collateral Agent").

RECITALS:

A. Landlord and _____, a _____ corporation ("Tenant") executed the Lease Agreement, dated _____ Exhibit A (the "Premises") located in _____, _____ (the "Lease").

B. Pursuant to that certain (i) Senior Indenture, dated as of May 29, 2002, among Arch Wireless Holdings, Inc. ("AWHI"), as issuer, Arch Wireless, Inc. (the 'Parent") and each of its subsidiaries (other than AWHI) party thereto, as guarantors [(including Tenant)], and Collateral Agent, as Trustee, (ii) Junior Indenture, dated as of May 29, 2002, among AWHI, as issuer, the Parent and each of its subsidiaries (other than AWHI) party thereto, as guarantors [(including Tenant)], and Collateral Agent, as Trustee and (iii) each Credit Agreement entered into from time to time (as the same may be amended, supplemented, restated, replaced or otherwise modified from time to time, the "Credit Agreement") among AWHI, the lenders and other entities from time to time parties thereto as lenders and issuers (as contemplated by the Indentures referred to above) have agreed to supply or to advance the funds pursuant thereto (the 'Loan") to Tenant. The Loan is to be secured by, among other things, (1) a Leasehold [Mortgage/Deed of Trust], Assignment of Leases and Rents and Security Agreement dated _____ ___, 2002 (the 'Leasehold Mortgage"), constituting a first priority lien against Tenant's leasehold interest in the Premises and (2) such other security agreements, financing statements and assignments as Collateral Agent has required (the Leasehold Mortgage and all other such security instruments are collectively referred to herein as the 'Collateral Documents") and has requested that Landlord permit Collateral Agent to enter the Premises to repossess, remove, sell or otherwise deal with the Collateral (hereinafter defined), and Landlord has agreed to consent to such request on the terms and conditions hereof.

AGREEMENTS:

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Collateral Agent agree as follows:

1. Leasehold Mortgage. Subject to the terms and conditions contained in this Agreement, Landlord hereby consents to the Leasehold Mortgage. Collateral Agent acknowledges and agrees that Landlord shall have no obligation or liability under the terms of the Leasehold Mortgage. For so long as such Leasehold Mortgage shall remain unsatisfied of record or until written notice of satisfaction is given by the holder of the Leasehold Mortgage to Landlord (or until such sooner termination or expiration of the Lease, if applicable), the following provisions shall apply:

(a) Termination Notice. Landlord shall not cancel or terminate the Lease, or accept a surrender of the Premises by Tenant, without first giving Collateral Agent at least thirty (30) days prior written notice of the effective date of such cancellation, termination or acceptance of surrender. Landlord shall, upon giving Tenant any notice of default under the Lease, concurrently send a copy of such default notice to Collateral Agent. Tenant agrees that Landlord's failure to deliver such notice to Collateral Agent shall not constitute a default or breach by Landlord under the Lease; however, Landlord may not undertake any action to terminate the Lease in connection with the default notice given to Tenant unless and until such copy of the default notice has been given to Collateral Agent and the time periods set forth below for Collateral Agent's right to cure have expired. Each notice of default given by Landlord shall specify the default claimed by Landlord. Notices shall be sent to the address of Collateral Agent provided on the signature page of this Agreement; and such notices shall be given, and shall be deemed effective, in accordance with the provisions of the Lease. Any change of address shall be made in accordance with the provisions of the Lease.

(b) Right to Remedy. Prior to Landlord's exercise of any of its remedies under the Lease, including terminating the Lease or Tenant's right of possession hereunder, Collateral Agent shall have the right, but not the obligation, to remedy the default of Tenant under the Lease, or to cause the subject default under the Lease to be remedied, within the time period set forth in the Lease plus an additional ten (10) days in the case of a monetary default, or an additional thirty (30) days in the case of a non-monetary default (subject to extension as provided in Section 1(e) below); provided that (i) any cure by Collateral Agent may be accomplished with reservation of its rights, and (ii) Landlord may exercise its rights and remedies hereunder (other than a termination of the Lease or of Tenant's right of possession) at any time allowed by the Lease.

(c) Acceptance of Performance by Collateral Agent. Landlord agrees to accept any required Tenant performance from Collateral Agent as if Tenant had tendered such performance, provided, however, that unless Collateral Agent otherwise agrees in writing, any performance or partial performance by Collateral Agent under the Lease shall not constitute an assumption of the Tenant's obligations hereunder.

(d) Election to Exercise Remedies. The exercise and non-exercise of remedies under the Leasehold Mortgage shall be solely at the election of Collateral Agent.

(e) No Termination of Lease. Landlord shall not terminate the Lease or Tenant's right of possession hereunder (but may exercise any other right or remedy) by reason of a non-monetary default (i) as long as Collateral Agent, in good faith, shall have commenced to cure such default and shall be prosecuting the same to completion with reasonable diligence, subject to force majeure or (ii) if possession of the Premises by Collateral Agent is required in order to cure such default, as long as Collateral Agent, in good faith, institutes foreclosure proceedings under the Leasehold Mortgage and, thereafter, as long as such proceedings shall have been instituted and shall be prosecuted with reasonable diligence.

(f) Further Assignment by Tenant. Landlord acknowledges that without the Collateral Agent's prior written consent in each instance, the Lease shall not be assigned by Tenant or modified, amended, cancelled, extended or otherwise changed in any manner which would increase the monetary obligations of Tenant thereunder, materially increase any of the other obligations of Tenant thereunder or materially and adversely affect any of the rights of Tenant thereunder.

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(g) New Leasehold Mortgage. In the event of any termination of the Lease, upon Collateral Agent's written request, made within fifteen (15) business days after Landlord has given to Collateral Agent written notice of any such termination, Landlord, within fifteen (15) days after receipt of such request, shall execute and deliver to Collateral Agent or its designee or nominee a new lease for the Premises prepared and executed by Collateral Agent for the remainder of the term of the Lease upon all of the terms, covenants and conditions of the Lease. In the event Collateral Agent shall elect not to execute such a new lease, Collateral Agent shall have the right to enter on the Premises for a period of twenty (20) days after expiration of the time period for such execution (or expiration of the time period to request a new lease, if no such request is made) for the purpose of removing any Collateral (hereinafter defined) of Tenant therefrom, provided Collateral Agent shall repair any damage caused by such removal.

(h) Foreclosing the Leasehold Mortgage. Collateral Agent shall have the right, without Landlord's consent, to foreclose the Leasehold Mortgage or accept an assignment of Tenant's interest in the Lease, pursuant to the Credit Agreement and the Collateral Documents executed by Tenant for the benefit of Collateral Agent. Upon the exercise of any of the remedies contained in the Credit Agreement or the Collateral Documents, such that the interest of Tenant in the Lease is foreclosed upon, sold, transferred or otherwise terminated by Collateral Agent, Landlord agrees:

(i) That any such termination or transfer of Tenant's interest in the Lease shall not terminate the Lease, but the Lease shall be fully assignable to any one or more of the following: (A) Collateral Agent; (B) the purchaser or transferee of Tenant's estate under or pursuant to remedies provided by the Leasehold Mortgage; or (C) any purchaser or transferee from Collateral Agent; and

(ii) To execute such reasonable amendments to the Lease or instruments as may be necessary or desirable to evidence or effectuate the above transfer.

(i) Liability of Leasehold Mortgage. Collateral Agent shall not become liable under the Lease unless and until it becomes the Tenant hereunder, but only for so long as it shall remain the Tenant. Furthermore, any liability of Collateral Agent under the Lease shall be limited solely to its interest in the Lease. Upon any sale, transfer or assignment of the Lease by Collateral Agent, Landlord agrees that such transfer shall automatically release Collateral Agent from any liability under the Lease or any successor lease occurring after the date of such sale, transfer or assignment.

(j) Bankruptcy. In the event that a trustee in bankruptcy, or the Tenant as debtor-in-possession under the Federal Bankruptcy Code (the "Code"), as now or hereafter in effect, or any similar such officer or official shall exercise any right or power to reject the Lease under the provisions of the Code or any similar law, Landlord agrees that, prior to terminating the Lease, Landlord, at the option of Collateral Agent, will enter into a new lease with Collateral Agent or its nominee upon the terms and conditions provided in Section 1(g). Rejection of the Lease by Landlord or on Landlord's behalf under the Code shall not operate to terminate Collateral Agent's security in the Lease, but such interest shall attach to Tenant's rights to possession and other rights under the provisions of Section 365(h) of the Code.

(k) Other Collateral. Landlord hereby consents to Tenant's grant to Collateral Agent of a security interest in the equipment, furnishings, fixtures and other personal property of

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Tenant situated in or on the Premises (for purposes of this Section, the 'Collateral') and recognizes that each and every right which Landlord now has or hereafter may have, either to levy upon the Collateral or to claim or assert title to the Collateral, whether under the Lease or the laws of the state in which the Premises are situated, or under any other applicable Federal, state, or local law, shall be subject and subordinate in every respect to the terms, provisions and conditions of the Leasehold Mortgage (provided such do not alter the terms of the Lease) and to the Collateral Agent's security interest in the Collateral.

(l) Automatic Stay. Notwithstanding anything to the contrary contained herein, any time periods within which Collateral Agent is required to act hereunder shall be extended by a period equal to the time Collateral Agent is restrained from exercising its remedies under the Leasehold Mortgage pursuant to the automatic or any other stay provision or order or injunction issued or in force pursuant to the Code.

2. Attornment. If the interests of Tenant in the Premises are owned by Collateral Agent by reason of any deed-in-lieu of foreclosure, judicial foreclosure, sale pursuant to any power of sale or other proceeding brought by it or by any other manner, including, but not limited to, Collateral Agent's exercise of its rights under the Leasehold Mortgage, and Collateral Agent succeeds to the interest of Tenant under the Lease, Collateral Agent shall be bound to Landlord under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extension thereof duly exercised by Tenant with the same force and effect as if Collateral Agent were the tenant under the Lease; and Collateral Agent does hereby attorn to Landlord, as its landlord, said attornment to be effective and self-operative, without the execution of any further instruments on the part of any of the parties hereto, immediately upon Collateral Agent's succeeding to the interest of Tenant under the Lease. The respective rights and obligations of Landlord and Collateral Agent upon such attornment, to the extent of the then remaining balance of the term of the Lease, shall be and are the same as now set forth therein, it being the intention of the parties hereto for the purpose of this Section 2 to incorporate the Lease in this Agreement by reference, with the same force and effect as if set forth in full herein.

3. Recognition. If the Lease is then in full force and effect and Tenant is not then in default beyond applicable grace and/or cure periods under the Lease (subject to Collateral Agent's right to cure any defaults pursuant to Section 1 hereof), Landlord will accept the attornment of Collateral Agent thereafter so long as no default by Collateral Agent exists under the Lease.

4. Condition of Premises. Landlord makes no representations or warranties, expressed or implied, concerning the condition of the Premises, and as between Landlord and Collateral Agent, Collateral Agent agrees to accept the Premises in their "as-is" condition as of the date, if any, that Collateral Agent succeeds to the interest of Tenant under the Lease, subject to Landlord's obligations under the Lease.

5. Right to Remove Collateral Subject to the terms and conditions contained in the Lease and this Agreement, Collateral Agent may enter the Premises for the purpose of repossessing, removing, selling, or otherwise dealing with the Collateral in accordance with the provisions of Tenant's financing agreements and all applicable law. Such rights shall commence from the date Collateral Agent enters the Premises and thereafter continue on the condition that, in addition to the conditions contained in Section 6 hereof, Collateral Agent pays to the undersigned the monthly rent and other

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monthly charges that may be due pursuant to the Lease (i.e., real estate taxes, common area charges, utilities, etc., as applicable, collectively "additional rent") that may accrue under the Lease (not including delinquent rent) during the time Collateral Agent is using or occupying the Premises (including (i) all the time necessary for the storage or removal of Collateral by Collateral Agent and (ii) any time necessary to repair or restore the Premises as a result of the storage or removal of the Collateral to the condition required under the Lease).

6. Conditions to this Agreement. Landlord's execution and delivery of this Agreement (and the effectiveness of Landlord's consent contained herein) is expressly subject to and contingent upon each of the following terms and conditions:

(a) Nothing herein shall in any way limit Landlord's rights under the Lease or pursuant to law or equity except as specifically set forth herein;

(b) Unless the Loan has been paid in full or the interests of Tenant in the Premises are owned by Collateral Agent by reason of any deed-in-lieu of foreclosure, judicial foreclosure, sale pursuant to any power of sale or other proceedings brought by it or by any other manner, including, but not limited to, Collateral Agent's exercise of its rights under the Leasehold Mortgage, and Collateral Agent succeeds to the interest of Tenant under the Lease, the Collateral shall be removed from the Premises in its then "as-is" condition by Collateral Agent, if Collateral Agent so elects, within 15 days after the expiration of the Lease;

(c) Any removal of the Collateral shall be accomplished during normal working hours; and

(d) As between Landlord and Tenant, if there is any conflict between the terms of the Lease and this Agreement, the terms of the Lease shall govern and prevail.

7. Notices. All notices and other communications given pursuant to this Agreement shall be in writing and shall be (a) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address listed below, (b) hand delivered to the intended address, (c) delivered to a third party delivery service for same day or next day delivery, with proof of such delivery, and addressed to the parties hereto at the address listed below or (d) sent by prepaid telegram, cable, facsimile transmission, or telex followed by a confirmatory letter. Notice sent by certified mail, postage prepaid, shall be effective three business days after being deposited in the United States Mail; all other notices shall be effective upon delivery to the address of the addressee. The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision.

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Landlord: _____

_____

_____

Attention:
Telecopy No.: ___-___-____

Collateral Agent: The Bank of New York
101 Barclay Street, Floor 21 West
New York, New York 10286
Attention: Corporate Trust Administration
Telecopy No.: (212) 896-7294

with a copy to: Weil Gotshal & Manges, LLP
767 Fifth Avenue
New York, New York 10153
Attention: Real Estate Department Head (DH)
Telecopy No.: (212) 310-8007

8. Termination. This Agreement shall terminate (other than the indemnification obligations contained herein or arising under the Lease) upon the earlier of (a) the payment and performance in full of Tenant's obligations to Collateral Agent or (b) the date of recording in the applicable records of Collateral Agent's written release of the liens and security interests created by Tenant's financing documents.

9. Binding Effect; Governing Law. This Agreement may not be modified orally or in any manner other than by a written agreement signed by the parties hereto. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. This Agreement shall be governed by the laws of the state in which the Premises are located.

10. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document.

11. Successors and Assigns. The provisions of this Agreement are binding upon and inure to the benefit of Landlord, Tenant, Collateral Agent and their respective successors and assigns. Any other institutional lender (i) who makes a loan to Tenant, all or a portion of the proceeds of which are used to pay in full all amounts due to Collateral Agent, and (ii) whose loan is secured by a first priority security interest in Tenant's interest hereunder, shall thereafter be recognized as the "Collateral Agent", as shall any subsequent refinancer.

12. Final Agreement. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT AMONG THE PARTIES HERETO RELATING TO THE SUBJECT MATTER HEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENT OF THE PARTIES. THERE ARE NO UNWRITTEN OR ORAL AGREEMENTS AMONG THE PARTIES.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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Executed as of the date first written above.

COLLATERAL AGENT: **THE BANK OF NEW YORK**

By: _____
Name: _____
Title: _____

LANDLORD: _____, a _____ corporation

By: _____
Name: _____
Title: _____

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JOINDER

Tenant consents and agrees to the above Agreement, which was entered into at Tenant's request. The foregoing Agreement shall not alter, waive or diminish any of Tenant's obligations under the Lease. Tenant hereby certifies, represents and warrants to Collateral Agent and Landlord that:

1. The Lease is a valid lease and in full force and effect and Landlord is not in default thereunder, except as follows (if none, please state "none"):

_____

2. The Lease has not been amended, modified, supplemented, extended, renewed or assigned, except as herein provided, and represents the entire agreement of the parties.

_____

3. Landlord has performed all tenant finish and other work required under the Lease with regard to the Premises, and Tenant has accepted possession and is in occupancy of the Premises. Tenant has no claim against Landlord for further obligations to perform work in the Premises, except as follows (if none, please state "none"):

_____

4. There is no existing default in any of the terms and conditions thereof and no event has occurred which, with the passing of time or giving of notice or both, would constitute an event of default, except as follows (if none, please state "none"):

_____

5. Except as expressly provided in the Lease, Tenant is entitled to no rent concessions or abatements.

_____

6. Tenant has not received written notice of any claim, litigation or proceedings, pending or threatened, against or relating to Tenant, or with respect to the Premises which would affect its performance under the Lease, except as follows (if none, please state "none"):

_____

7. Tenant has not received written notice of any violations of any federal, state, county or municipal statutes, laws, codes, ordinances, rules, regulations, orders, decrees or directives relating to the use or condition of the Premises or Tenant's operations thereon, except as follows (if none, please state "none"):

_____

8. The current rent payable under the Lease is as follows:

_____

9. The term of the Lease is as follows:

_____

10. The options to purchase or expand are as follows:

_____

TENANT: _____, a _____ corporation

By:
_____

Name:
_____

Title:
_____

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EXHIBIT A

[Description of Premises]

SCHEDULE 3.1(a)(i)
TO SECURITY AGREEMENT
DATED AS OF MAY 29, 2002

LIST OF CHIEF EXECUTIVE OFFICES, JURISDICTIONS OF ORGANIZATION, FEDERAL EMPLOYER IDENTIFICATION NUMBERS AND COMPANY ORGANIZATIONAL NUMBERS

Grantor	Chief Executive Office	Jurisdiction of Organization	Federal Employer Identification No.	Company Organizational Number
Arch Wireless, Inc.	1800 West Park Drive Suite 250, Westborough, MA 01581	Delaware	31-1358569	DE-2283439
Arch Wireless Communications, Inc.	1800 West Park Drive Suite 250, Westborough, MA 01581	Delaware	31-1236804	DE-2155313
Paging Network Canadian Holdings, Inc.	1800 West Park Drive Suite 250, Westborough, MA 01581	Delaware	75-2590360	DE-2448818
PageNet SMR Sub, Inc.	1800 West Park Drive Suite 250, Westborough, MA 01581	Delaware	04-3548972	DE-3311003
Arch Wireless Holdings, Inc.	1800 West Park Drive Suite 250, Westborough, MA 01581	Delaware	22-3317420	DE-2414295
Arch Connecticut Valley, Inc.	1800 West Park Drive Suite 250, Westborough, MA 01581	Massachusetts	04-2944388	None
Arch Communications Enterprises, LLC	1800 West Park Drive Suite 250, Westborough, MA 01581	Delaware	22-3317420	DE-2971802
MobileMedia Communications, Inc.	1800 West Park Drive Suite 250, Westborough, MA 01581	Delaware	04-3467049	DE-2932287
Mobile Communications Corporation of America	1800 West Park Drive Suite 250, Westborough, MA 01581	Delaware	22-3619446	DE-2962519
MobileMedia License Co.,	1800 West Park Drive	Delaware	N/A	DE-2965474

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LLC	Suite 250, Westborough, MA 01581			
ArchTel, Inc.	1800 West Park Drive Suite 250, Westborough, MA 01581	Delaware	04-3466484	DE-2909732
Benbow Investments, Inc.	1800 West Park Drive Suite 250, Westborough, MA 01581	Delaware	04-3467047	DE-2903911
Paging Network, Inc.	1800 West Park Drive Suite 250, Westborough, MA 01581	Delaware	04-2740616	DE-0921578
PageNet, Inc.	1800 West Park Drive Suite 250, Westborough, MA 01581	Delaware	62-1560954	DE-2303767
Paging Network Finance Corp.	1800 West Park Drive Suite 250, Westborough, MA 01581	Delaware	75-2594229	DE-2475750
Paging Network International, Inc.	1800 West Park Drive Suite 250, Westborough, MA 01581	Delaware	75-2590361	DE-2458451
Paging Network of America, Inc.	1800 West Park Drive Suite 250, Westborough, MA 01581	Delaware	75-2590299	DE-2261284
Paging Network of Colorado, Inc.	1800 West Park Drive Suite 250, Westborough, MA 01581	Delaware	84-1208036	DE-2277107
Paging Network of Michigan, Inc.	1800 West Park Drive Suite 250, Westborough, MA 01581	Delaware	75-1905024	DE-0933332
Paging Network of Northern California, Inc.	1800 West Park Drive Suite 250, Westborough, MA 01581	Delaware	75-2590332	DE-2418853
Paging Network of San Francisco, Inc.	1800 West Park Drive Suite 250, Westborough, MA 01581	Delaware	04-2756281	DE-0930979

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SCHEDULE 3.1(a)(ii)
TO SECURITY AGREEMENT
DATED AS OF MAY 29, 2002

LIST OF TRADENAMES AND OTHER NAMES

Grantor	Trade or Fictitious Business Name
Arch Wireless, Inc.	Arch Communications Group, Inc. Arch Mobile Communications, Inc. USA Mobile Communications Holdings, Inc.
Arch Wireless Communications, Inc.	Arch Communications, Inc. USA Mobile Communications, Inc. II
Paging Network Canadian Holdings, Inc.	None
PageNet SMR Sub, Inc.	None
Arch Wireless Holdings, Inc.	Arch Arch Communications USA Mobile and design (Ohio) Arch Wireless Arch Communications Enterprises, Inc. Arch Paging, Inc. PCI Holding Company Portable Communications, Inc. Premier Page of Kansas, Inc. Professional Communications, Inc. (PA) Professional Communications, Inc. (NY) Professional Electronics, Inc. Q Media Company-Paging, Inc. (KS) Q Media Company-Paging, Inc. (DE) Q Media Paging-Alabama, Inc. USA Mobile Communications, Inc. USA Mobile Communications, Inc. III W.Q. Communications, Inc.
Arch Connecticut Valley, Inc.	None

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SCHEDULE 3.1(a)(ii)
(Continued)

Arch Communications Enterprises, LLC	USAMOBILE and design A-Accurate Answering Service, Inc. BEEPER Econobeep (Louisiana) First Page (Louisiana) Interlink[1] Beepers (Louisiana) Prompt Pager Crime Alert Network The Westlink Paging Company The Westlink Paging Co. Westlink Paging Company Westlink PagingCo. Westlink Paging Western Paging Answer Iowa Licensee Corporation Answer Iowa, Inc.Arch Capitol District, Inc. Arch Communications Services, Inc. Arch Michigan, Inc. Arch Southeast Communications, Inc. Becker Beeper, Inc. The Beeper Company of America LLC The Beeper Company of America Inc. BTP Acquisition Corporation Groome Enterprises, Inc. Kelley's Licensee Corporation Kelley's Radio Telephone, Inc. Lund Products Sales Company ProPage Acqusition Corporation The Westlink Company Westlink Holdings, Inc. The Westlink Paging Company of New Mexico, Inc. Westlink Licensee Corporation Westlink of New Mexico Licensee Corporation
MobileMedia Communications, Inc.	Farm Team Corp.

[1] "Interlink" is registered by Reach Electronics, and licensed to Arch Southeast Communications, Inc., for use in connection with communications services in Louisiana and Florida under an agreement dated June 1, 1989.

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SCHEDULE 3.1(a)(ii)
(Continued)

Mobile Communications Corporation of America	MobileCom MobileMedia Dial Page Dial Page Southeast, Inc. FWS Radio, Inc. Mobile Communications Corporation of America (MS) MobileComm Nationwide Operations, Inc. MobileComm of Florida, Inc. MobileComm of Tennessee, Inc. MobileComm of the Midsouth, Inc. MobileComm of the Northeast, Inc. MobileComm of the Southeast Private Carrier Operations, Inc. MobileComm of the Southeast, Inc. (DE) MobileComm of the Southeast, Inc. (VA) MobileComm of the Southwest, Inc. MobileComm of the West, Inc. MobileMedia Communications, Inc. (CA) MobileMedia DP Properties, Inc. MobileMedia Paging, Inc. MobileMedia PCS, Inc. Radio Call of Va., Inc.
MobileMedia License Co., LLC	None
ArchTel, Inc.	None
Benbow Investments, Inc.	The Westlink Company II
Paging Network, Inc.[2]	PageNet SurePage PageMail Fax Now PageMate Message Now PageNet Nationwide
PageNet, Inc.	PageNet Alabama (Pending) Paging Network of Tennessee, Inc.
	PageNet Texas, Inc.
	PageNet Vermont, Inc. (Pending)
Paging Network Finance Corp.	None
Paging Network International, Inc.	None
Paging Network of America, Inc.	None
Paging Network of Colorado, Inc.	None
Paging Network of Michigan, Inc.	None
Paging Network of Northern California, Inc.	None

[2] Tradenames are owned by Paging Network, Inc. but may be used by any PageNet entity.

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Paging Network of San Francisco, Inc.	Paging Network of San Jose Paging Network of Oakland Paging Network of Sacramento

In addition, various of the Arch operating entities conducted business under the following names:

Arch Canada, Inc.
Arch Paging, Inc.
Cascade Mobile Communications L.P.
Madison Telecommunications Inc.
Madison Telecommunications Holdings Inc.
Premiere Page of Kansas, Inc.
Radio Call Company of Va., Inc.
St. Louis Acquisition Corp.
Telecomm/KRT Partnership General Partnership
The Westlink Company II

In addition, various of the MobileMedia operating entities conducted business under the following names:

MobileMedia Corporation
FWS Radio, Inc.

In addition, various of the PageNet operating entities conducted business under the following names:

Paging Network of Alabama
Paging Network of the San Fernando Valley
Nationwide Equipment Company
Paging Network Florida Systems
Paging Network of Houston
Paging Network of Indiana
Paging Network of Iowa
Paging Network of St. Louis
Paging Network of Wichita
Paging Network of Burbank
Paging Network of Long Beach
Paging Network of SanFernando Valley
Paging Network of Ontario
Paging Network of Orange County

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Paging Network of San Diego
Paging Network of Wisconsin
Paging Network of Upstate New York
Paging Network of South Carolina
Paging Network of Cleveland
Paging Network of Columbus
Paging Network of Kentucky
Paging Network of Idaho
Paging Network of Seattle
Paging Network of Miami
Paging Network of Tampa
Paging Network of Pittsburgh
Paging Network of Mississippi
Paging Network of West Virginia
Paging Network of Maryland
Paging Network Equipment Company, Inc.
Paging Network of Massachusetts, Inc.
Paging Network of Alaska, Inc.
Paging Network of Arizona, Inc.
Paging Network of Atlanta, Inc.
Paging Network of Burbank, Inc.
Paging Network of Cleveland, Inc.
Paging Network of Columbus, Inc.
Paging Network of Dallas/Ft. Worth, Inc.
Paging Network of Florida, Inc.
Paging Network of Hartford/Springfield, Inc.
Paging Network of Hawaii, Inc.
Paging Network of Houston, Inc.
Paging Network of Idaho, Inc.
Paging Network of Illinois, Inc.
Paging Network of Indiana, Inc.
Paging Network of Iowa, Inc.
Paging Network of Kansas City, Inc.
Paging Network of Kentucky, Inc.
Paging Network of Las Vegas, Inc.
Paging Network of Long Island, Inc.
Paging Network of Long Beach, Inc.
Paging Network of Los Angeles, Inc.
Paging Network of Louisiana, Inc.
Paging Network of Maryland, Inc.
Paging Network of Massachusetts, Inc.

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Paging Network of Miami, Inc.
Paging Network of Michigan, Inc.
Paging Network of Minnesota, Inc.
Paging Network of Mississippi, Inc.
Paging Network of New England, Inc.
Paging Network of New York, Inc.
Paging Network of New Mexico, Inc.
Paging Network of New Jersey, Inc.
Paging Network of North Carolina, Inc.
Paging Network of Northern California, Inc.
Paging Network of Oakland, Inc.
Paging Network of Ohio, Inc.
Paging Network of Oklahoma, Inc.
Paging Network of Omaha, Inc.
Paging Network of Ontario, Inc.
Paging Network of Orange County, Inc.
Paging Network of Oregon, Inc.
Paging Network of Orlando, Inc.
Paging Network of Philadelphia, Inc.
Paging Network of Pittsburgh, Inc.
Paging Network of Sacramento, Inc.
Paging Network of San Jose, Inc.
Paging Network of San Antonio, Inc.
Paging Network of San Diego, Inc.
Paging Network of Seattle, Inc.
Paging Network of South Carolina, Inc.
Paging Network of St. Louis, Inc.
Paging Network of Tampa, Inc.
Paging Network of Upstate New York
Paging Network of Utah, Inc.
Paging Network of Virginia, Inc.
Paging Network of Washington, Inc.
Paging Network of West Virginia, Inc.
Paging Network of West Texas, Inc.
Paging Network of Westchester, Inc.
Paging Network of Wichita, Inc.
Paging Network of Wisconsin, Inc.
Paging Network Satellite Company, Inc.
Paging Network Services, Inc.
Paging Network-Atlantic Region, Inc.
Paging Network Central Region, Inc.

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Paging Network Northeastern Region, Inc.
Paging Network Northwestern Region, Inc.
Paging Network Southeastern Region, Inc.
Paging Network Southern Region, Inc.
Paging Network Southwestern Region, Inc.

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SCHEDULE 3.1(a)(iv)
TO SECURITY AGREEMENT
DATED AS OF MAY 29, 2002

LIST OF FCC LICENSES

ARCH WIRELESS, INC. – AUTHORIZED CALL SIGNS

Wireless Telecommunications Bureau Radio Service Codes:

CD	Paging and Radiotelephone
CF	Point to Point Microwave
CG	Air-ground Radiotelephone
CN	PCS Narrowband
GS	Private Carrier Paging, 929-930 MHz
IG	Industrial/Business Pool, Conventional
IK	Industrial/Business Pool - Commercial, Conventional
MG	Microwave Industrial/Business Pool

International Bureau Radio Service Codes:

Earth Station
VSAT

SERVICE CODE	CALL SIGN	LICENSEE
CD	KAF241	Arch Communications Enterprises LLC
CD	KAF636	Arch Communications Enterprises LLC
CD	KAF648	Arch Communications Enterprises LLC
CD	KAI927	Arch Communications Enterprises LLC
CD	KAL879	Arch Communications Enterprises LLC
CD	KDN402	Arch Communications Enterprises LLC
CD	KDN407	Arch Communications Enterprises LLC
CD	KDS790	Arch Communications Enterprises LLC
CD	KEA774	Arch Communications Enterprises LLC
CD	KEC937	Arch Communic ations Enterprises LLC
CD	KED364	Arch Communications Enterprises LLC
CD	KEJ884	Arch Communications Enterprises LLC
CD	KEK289	Arch Communications Enterprises LLC

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SCHEDULE 3.1(a)(iv)
(Continued)

CD	KFL885	Arch Communications Enterprises LLC
CD	KFL930	Arch Communications Enterprises LLC
CD	KKB428	Arch Communications Enterprises LLC
CD	KKB613	Arch Communications Enterprises LLC
CD	KKB646	Arch Communications Enterprises LLC
CD	KKB673	Arch Communications Enterprises LLC
CD	KKB715	Arch Communications Enterprises LLC
CD	KKH476	Arch Communications Enterprises LLC
CD	KKI452	Arch Communications Enterprises LLC
CD	KLF586	Arch Communications Enterprises LLC
CD	KLF595	Arch Communications Enterprises LLC
CD	KLF621	Arch Communications Enterprises LLC
CD	KNKB334	Arch Communications Enterprises LLC
CD	KNKB353	Arch Communications Enterprises LLC
CD	KNKB366	Arch Communications Enterprises LLC
CD	KNKB369	Arch Communications Enterprises LLC
CD	KNKB435	Arch Communications Enterprises LLC
CD	KNKB582	Arch Communications Enterprises LLC
CD	KNKB622	Arch Communications Enterprises LLC
CD	KNKB627	Arch Communications Enterprises LLC
CD	KNKB641	Arch Communications Enterprises LLC
CD	KNKB661	Arch Communications Enterprises LLC
CD	KNKB802	Arch Communications Enterprises LLC
CD	KNKB876	Arch Communications Enterprises LLC
CD	KNKB893	Arch Communications Enterprises LLC
CD	KNKC219	Arch Communications Enterprises LLC
CD	KNKC279	Arch Communications Enterprises LLC
CD	KNKC302	Arch Communications Enterprises LLC
CD	KNKC303	Arch Communications Enterprises LLC

TRADEMARK
REEL: 002478 FRAME: 0091

SCHEDULE 3.1(a)(iv)
(Continued)

CD	KNKC343	Arch Communications Enterprises LLC
CD	KNKC407	Arch Communications Enterprises LLC
CD	KNKC418	Arch Communications Enterprises LLC
CD	KNKC631	Arch Communications Enterprises LLC
CD	KNKC654	Arch Communications Enterprises LLC
CD	KNKC748	Arch Communications Enterprises LLC
CD	KNKC831	Arch Communications Enterprises LLC
CD	KNKC855	Arch Communications Enterprises LLC
CD	KNKC856	Arch Communications Enterprises LLC
CD	KNKC874	Arch Communications Enterprises LLC
CD	KNKC877	Arch Communications Enterprises LLC
CD	KNKD501	Arch Communications Enterprises LLC
CD	KNKD522	Arch Communications Enterprises LLC
CD	KNKD567	Arch Communications Enterprises LLC
CD	KNKD689	Arch Communications Enterprises LLC
CD	KNKD745	Arch Communications Enterprises LLC
CD	KNKD821	Arch Communications Enterprises LLC
CD	KNKD840	Arch Communications Enterprises LLC
CD	KNKD851	Arch Communications Enterprises LLC
CD	KNKD972	Arch Communications Enterprises LLC
CD	KNKE202	Arch Communications Enterprises LLC
CD	KNKE203	Arch Communications Enterprises LLC
CD	KNKE204	Arch Communications Enterprises LLC
CD	KNKE262	Arch Communications Enterprises LLC
CD	KNKE263	Arch Communications Enterprises LLC
CD	KNKE277	Arch Communications Enterprises LLC
CD	KNKG538	Arch Communications Enterprises LLC
CD	KNKG547	Arch Communications Enterprises LLC
CD	KNKG578	Arch Communications Enterprises LLC

TRADEMARK
REEL: 002478 FRAME: 0092

CD	KNKG723	Arch Communications Enterprises LLC
CD	KNKG724	Arch Communications Enterprises LLC
CD	KNKG758	Arch Communications Enterprises LLC
CD	KNKG852	Arch Communications Enterprises LLC
CD	KNKG877	Arch Communications Enterprises LLC
CD	KNKI368	Arch Communications Enterprises LLC
CD	KNKI641	Arch Communications Enterprises LLC
CD	KNKI723	Arch Communications Enterprises LLC
CD	KNKI911	Arch Communications Enterprises LLC
CD	KNKI926	Arch Communications Enterprises LLC
CD	KNKI944	Arch Communications Enterprises LLC
CD	KNKI948	Arch Communications Enterprises LLC
CD	KNKI998	Arch Communications Enterprises LLC
CD	KNKI999	Arch Communications Enterprises LLC
CD	KNKJ317	Arch Communications Enterprises LLC
CD	KNKJ323	Arch Communications Enterprises LLC
CD	KNKJ449	Arch Communications Enterprises LLC
CD	KNKJ453	Arch Communications Enterprises LLC
CD	KNKJ556	Arch Communications Enterprises LLC
CD	KNKJ560	Arch Communications Enterprises LLC
CD	KNKJ564	Arch Communications Enterprises LLC
CD	KNKJ568	Arch Communications Enterprises LLC
CD	KNKJ660	Arch Communications Enterprises LLC
CD	KNKJ673	Arch Communications Enterprises LLC
CD	KNKJ730	Arch Communications Enterprises LLC
CD	KNKK313	Arch Communications Enterprises LLC
CD	KNKK504	Arch Communications Enterprises LLC
CD	KNKK549	Arch Communications Enterprises LLC
CD	KNKK654	Arch Communications Enterprises LLC

TRADEMARK
REEL: 002478 FRAME: 0093

SCHEDULE 3.1(a)(iv)
(Continued)

CD	KNKK663	Arch Communications Enterprises LLC
CD	KNKK696	Arch Communications Enterprises LLC
CD	KNKK713	Arch Communications Enterprises LLC
CD	KNKK752	Arch Communications Enterprises LLC
CD	KNKL635	Arch Communications Enterprises LLC
CD	KNKL739	Arch Communications Enterprises LLC
CD	KNKM259	Arch Communications Enterprises LLC
CD	KNKM265	Arch Communications Enterprises LLC
CD	KNKM522	Arch Communications Enterprises LLC
CD	KNKM552	Arch Communications Enterprises LLC
CD	KNKM553	Arch Communications Enterprises LLC
CD	KNKM725	Arch Communications Enterprises LLC
CD	KNKM726	Arch Communications Enterprises LLC
CD	KNKM727	Arch Communications Enterprises LLC
CD	KNKM917	Arch Communications Enterprises LLC
CD	KNKM967	Arch Communications Enterprises LLC
CD	KNKO561	Arch Communications Enterprises LLC
CD	KNKP237	Arch Communications Enterprises LLC
CD	KNKP263	Arch Communications Enterprises LLC
CD	KNKP264	Arch Communications Enterprises LLC
CD	KNKP398	Arch Communications Enterprises LLC
CD	KNKP451	Arch Communications Enterprises LLC
CD	KNKP781	Arch Communications Enterprises LLC
CD	KNLM443	Arch Communications Enterprises LLC
CD	KNLM496	Arch Communications Enterprises LLC
CD	KNLR523	Arch Communications Enterprises LLC
CD	KNLR547	Arch Communications Enterprises LLC
CD	KNLR552	Arch Communications Enterprises LLC
CD	KNLR555	Arch Communications Enterprises LLC

TRADEMARK
REEL: 002478 FRAME: 0094

SCHEDULE 3.1(a)(iv)
(Continued)

CD	KNLR570	Arch Communications Enterprises LLC
CD	KNLR578	Arch Communications Enterprises LLC
CD	KNLR584	Arch Communications Enterprises LLC
CD	KNLR591	Arch Communications Enterprises LLC
CD	KNLR592	Arch Communications Enterprises LLC
CD	KNLR594	Arch Communications Enterprises LLC
CD	KNLR610	Arch Communications Enterprises LLC
CD	KNLR615	Arch Communications Enterprises LLC
CD	KNLR664	Arch Communications Enterprises LLC
CD	KNLR677	Arch Communications Enterprises LLC
CD	KNLR850	Arch Communications Enterprises LLC
CD	KNLS285	Arch Communications Enterprises LLC
CD	KNLS286	Arch Communications Enterprises LLC
CD	KNLS683	Arch Communications Enterprises LLC
CD	KOA733	Arch Communications Enterprises LLC
CD	KOA739	Arch Communications Enterprises LLC
CD	KOK419	Arch Communications Enterprises LLC
CD	KON911	Arch Communications Enterprises LLC
CD	KOR933	Arch Communications Enterprises LLC
CD	KPA311	Arch Communications Enterprises LLC
CD	KPA317	Arch Communications Enterprises LLC
CD	KPD734	Arch Communications Enterprises LLC
CD	KPD909	Arch Communications Enterprises LLC
CD	KPD926	Arch Communications Enterprises LLC
CD	KPD955	Arch Communications Enterprises LLC
CD	KPE418	Arch Communications Enterprises LLC
CD	KQK577	Arch Communications Enterprises LLC
CD	KQZ775	Arch Communications Enterprises LLC
CD	KQZ796	Arch Communications Enterprises LLC

TRADEMARK
REEL: 002478 FRAME: 0095

SCHEDULE 3.1(a)(iv)
(Continued)

CD	KRH646	Arch Communications Enterprises LLC
CD	KRH654	Arch Communications Enterprises LLC
CD	KRH672	Arch Communications Enterprises LLC
CD	KRH673	Arch Communications Enterprises LLC
CD	KRM951	Arch Communications Enterprises LLC
CD	KRM972	Arch Communications Enterprises LLC
CD	KRS626	Arch Communications Enterprises LLC
CD	KRS644	Arch Communications Enterprises LLC
CD	KRS648	Arch Communications Enterprises LLC
CD	KRS680	Arch Communications Enterprises LLC
CD	KRS691	Arch Communications Enterprises LLC
CD	KRS707	Arch Communications Enterprises LLC
CD	KSV891	Arch Communications Enterprises LLC
CD	KSV898	Arch Communications Enterprises LLC
CD	KSV903	Arch Communications Enterprises LLC
CD	KSV909	Arch Communications Enterprises LLC
CD	KSV916	Arch Communications Enterprises LLC
CD	KSV922	Arch Communications Enterprises LLC
CD	KSV932	Arch Communications Enterprises LLC
CD	KSV937	Arch Communications Enterprises LLC
CD	KSV938	Arch Communications Enterprises LLC
CD	KSV946	Arch Communications Enterprises LLC
CD	KSV961	Arch Communications Enterprises LLC
CD	KSV963	Arch Communications Enterprises LLC
CD	KSV970	Arch Communications Enterprises LLC
CD	KSV971	Arch Communications Enterprises LLC
CD	KTS219	Arch Communications Enterprises LLC
CD	KTS237	Arch Communications Enterprises LLC
CD	KTS238	Arch Communications Enterprises LLC

TRADEMARK
REEL: 002478 FRAME: 0096

SCHEDULE 3.1(a)(iv)
(Continued)

CD	KTS255	Arch Communications Enterprises LLC
CD	KTS258	Arch Communications Enterprises LLC
CD	KUA288	Arch Communications Enterprises LLC
CD	KUC845	Arch Communications Enterprises LLC
CD	KUC852	Arch Communications Enterprises LLC
CD	KUC853	Arch Communications Enterprises LLC
CD	KUC894	Arch Communications Enterprises LLC
CD	KUC935	Arch Communications Enterprises LLC
CD	KUC937	Arch Communications Enterprises LLC
CD	KUC938	Arch Communications Enterprises LLC
CD	KUC957	Arch Communications Enterprises LLC
CD	KUC996	Arch Communications Enterprises LLC
CD	KUO571	Arch Communications Enterprises LLC
CD	KUO581	Arch Communications Enterprises LLC
CD	KUO603	Arch Communications Enterprises LLC
CD	KUO623	Arch Communications Enterprises LLC
CD	KUO625	Arch Communications Enterprises LLC
CD	KUS296	Arch Communications Enterprises LLC
CD	KUS331	Arch Communications Enterprises LLC
CD	KUS339	Arch Communications Enterprises LLC
CD	KUS369	Arch Communications Enterprises LLC
CD	KUS411	Arch Communications Enterprises LLC
CD	KWA673	Arch Communications Enterprises LLC
CD	KWH323	Arch Communications Enterprises LLC
CD	KWH325	Arch Communications Enterprises LLC
CD	KWT901	Arch Communications Enterprises LLC
CD	KWT907	Arch Communications Enterprises LLC
CD	KWT950	Arch Communications Enterprises LLC
CD	KWT974	Arch Communications Enterprises LLC

TRADEMARK
REEL: 002478 FRAME: 0097

SCHEDULE 3.1(a)(iv)
(Continued)

CD	KWT976	Arch Communications Enterprises LLC
CD	KWT987	Arch Communications Enterprises LLC
CD	KWU201	Arch Communications Enterprises LLC
CD	KWU328	Arch Communications Enterprises LLC
CD	KWU357	Arch Communications Enterprises LLC
CD	KWU359	Arch Communications Enterprises LLC
CD	KWU366	Arch Communications Enterprises LLC
CD	KWU369	Arch Communications Enterprises LLC
CD	KWU404	Arch Communications Enterprises LLC
CD	KWU438	Arch Communications Enterprises LLC
CD	KWU478	Arch Communications Enterprises LLC
CD	WQZ500	Arch Communications Enterprises LLC
CD	WRV297	Arch Communications Enterprises LLC
CD	WRW232	Arch Communications Enterprises LLC
CD	WSI688	Arch Communications Enterprises LLC
CD	WXS279	Arch Communications Enterprises LLC
CF	WGX437	Arch Communications Enterprises LLC
CF	WGX438	Arch Communications Enterprises LLC
CF	WHE437	Arch Communications Enterprises LLC
CF	WHE438	Arch Communications Enterprises LLC
CF	WHE441	Arch Communications Enterprises LLC
CF	WHE442	Arch Communications Enterprises LLC
CF	WLB854	Arch Communications Enterprises LLC
CF	WLB855	Arch Communications Enterprises LLC
CG	KUC954	Arch Communications Enterprises LLC
GS	KNNF531	Arch Communications Enterprises LLC
GS	KNNF532	Arch Communications Enterprises LLC
GS	KNNM421	Arch Communications Enterprises LLC
GS	KNNP821	Arch Communications Enterprises LLC

TRADEMARK
REEL: 002478 FRAME: 0098

SCHEDULE 3.1(a)(iv)
(Continued)

GS	KNNP922	Arch Communications Enterprises LLC
GS	WNZI937	Arch Communications Enterprises LLC
GS	WPDI923	Arch Communications Enterprises LLC
GS	WPFM604	Arch Communications Enterprises LLC
GS	WPHD736	Arch Communications Enterprises LLC
GS	WPHZ639	Arch Communications Enterprises LLC
GS	WPIG637	Arch Communications Enterprises LLC
GS	WPIH633	Arch Communications Enterprises LLC
GS	WPJI778	Arch Communications Enterprises LLC
GS	WPJJ205	Arch Communications Enterprises LLC
GS	WPJJ210	Arch Communications Enterprises LLC
GS	WPJJ472	Arch Communications Enterprises LLC
GS	WPJJ712	Arch Communications Enterprises LLC
GS	WPJJ728	Arch Communications Enterprises LLC
GS	WPJJ769	Arch Communications Enterprises LLC
GS	WPJJ773	Arch Communications Enterprises LLC
GS	WPJJ855	Arch Communications Enterprises LLC
GS	WPJK580	Arch Communications Enterprises LLC
GS	WPJR488	Arch Communications Enterprises LLC
GS	WPJS493	Arch Communications Enterprises LLC
GS	WPJS495	Arch Communications Enterprises LLC
GS	WPJS613	Arch Communications Enterprises LLC
GS	WPJT923	Arch Communications Enterprises LLC
GS	WPJU508	Arch Communications Enterprises LLC
GS	WPJY524	Arch Communications Enterprises LLC
GS	WPKB702	Arch Communications Enterprises LLC
GS	WPKC251	Arch Communications Enterprises LLC
GS	WPKC590	Arch Communications Enterprises LLC
GS	WPKE393	Arch Communications Enterprises LLC

TRADEMARK
REEL: 002478 FRAME: 0099

SCHEDULE 3.1(a)(iv)
(Continued)

GS	WPKI210	Arch Communications Enterprises LLC
GS	WPKI583	Arch Communications Enterprises LLC
GS	WPKI835	Arch Communications Enterprises LLC
GS	WPKL561	Arch Communications Enterprises LLC
GS	WPKV255	Arch Communications Enterprises LLC
GS	WPKV256	Arch Communications Enterprises LLC
GS	WPPH936	Arch Communications Enterprises LLC
GS	WPPU530	Arch Communications Enterprises LLC
GS	WPPX216	Arch Communications Enterprises LLC
GS	WPPX303	Arch Communications Enterprises LLC
GS	WPRW980	Arch Communications Enterprises LLC
GS	WPRX272	Arch Communications Enterprises LLC
GS	WPRX965	Arch Communications Enterprises LLC
GS	WPRZ768	Arch Communications Enterprises LLC
GS	WPSI557	Arch Communications Enterprises LLC
GS	WPSS650	Arch Communications Enterprises LLC
GS	WPTA222	Arch Communications Enterprises LLC
GS	WPTR554	Arch Communications Enterprises LLC
IG	WNJL715	Arch Communications Enterprises LLC
IG	WPBH997	Arch Communications Enterprises LLC
IG	WPBK655	Arch Communications Enterprises LLC
IG	WPBS443	Arch Communications Enterprises LLC
IG	WPBX713	Arch Communications Enterprises LLC
IK	KNNI382	Arch Communications Enterprises LLC
IK	KNNJ539	Arch Communications Enterprises LLC
IK	WNBD850	Arch Communications Enterprises LLC
IK	WNCX753	Arch Communications Enterprises LLC
IK	WNLC525	Arch Communications Enterprises LLC
IK	WNPB942	Arch Communications Enterprises LLC

TRADEMARK
REEL: 002478 FRAME: 0100

IK	WNPF691	Arch Communications Enterprises LLC
IK	WNUT968	Arch Communications Enterprises LLC
IK	WNUU624	Arch Communications Enterprises LLC
IK	WNWC609	Arch Communications Enterprises LLC
IK	WPCC643	Arch Communications Enterprises LLC
IK	WPCC828	Arch Communications Enterprises LLC
IK	WPCD919	Arch Communications Enterprises LLC
IK	WPIG860	Arch Communications Enterprises LLC
IK	WPJG212	Arch Communications Enterprises LLC
IK	WPJW698	Arch Communications Enterprises LLC
IK	WPJW953	Arch Communications Enterprises LLC
IK	WPKW570	Arch Communications Enterprises LLC
CD	KCB892	Arch Connecticut Valley, Inc.
CD	KCC266	Arch Connecticut Valley, Inc.
CD	KCC790	Arch Connecticut Valley, Inc.
CD	KCI304	Arch Connecticut Valley, Inc.
CD	KDS296	Arch Connecticut Valley, Inc.
CD	KNKC725	Arch Connecticut Valley, Inc.
CD	KNKC838	Arch Connecticut Valley, Inc.
CD	KNKC861	Arch Connecticut Valley, Inc.
CD	KNKG470	Arch Connecticut Valley, Inc.
CD	KNKG471	Arch Connecticut Valley, Inc.
CD	KNKG540	Arch Connecticut Valley, Inc.
CD	KNKJ292	Arch Connecticut Valley, Inc.
CD	KNKJ296	Arch Connecticut Valley, Inc.
CD	KNKJ305	Arch Connecticut Valley, Inc.
CD	KNKJ989	Arch Connecticut Valley, Inc.
CD	KNKK666	Arch Connecticut Valley, Inc.
CD	KPD916	Arch Connecticut Valley, Inc.

TRADEMARK
REEL: 002478 FRAME: 0101

CD	KPE438	Arch Connecticut Valley, Inc.
CD	KUC920	Arch Connecticut Valley, Inc.
CD	KUS271	Arch Connecticut Valley, Inc.
CD	KWU411	Arch Connecticut Valley, Inc.
GS	WPJY690	Arch Connecticut Valley, Inc.
IK	WNKT914	Arch Connecticut Valley, Inc.
IK	WNLC680	Arch Connecticut Valley, Inc.
IK	WNNO963	Arch Connecticut Valley, Inc.
IK	WNPK905	Arch Connecticut Valley, Inc.
IK	WPCI944	Arch Connecticut Valley, Inc.
IK	WPIR611	Arch Connecticut Valley, Inc.
IK	WPJR767	Arch Connecticut Valley, Inc.
MG	WNTF824	Arch Connecticut Valley, Inc.
CD	KDS762	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KGH857	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KGI780	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KIE366	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KIY532	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KIY733	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KIY761	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KIY773	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KJU813	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KKB498	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KKB545	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KKB548	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KKB637	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KKB638	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KLF500	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KLF570	Arch Wireless Holdings, Inc., d/b/a Arch Wireless

TRADEMARK
REEL: 002478 FRAME: 0102

CD	KLF572	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KLF577	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KLF653	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKB232	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKB293	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKB368	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKB445	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKB624	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKB712	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKB945	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKB948	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKC221	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKC338	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKC415	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKC481	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKC714	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKC721	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKC747	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKC769	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKD253	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKD255	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKD436	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKD602	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKD734	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKD915	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKD974	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKD975	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKD985	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKD989	Arch Wireless Holdings, Inc., d/b/a Arch Wireless

TRADEMARK
REEL: 002478 FRAME: 0103

CD	KNKG495	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKG823	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKG827	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKG830	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKI369	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKI385	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKI389	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKI421	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKI446	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKI494	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKI663	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKI805	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKI928	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKJ277	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKJ312	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKJ455	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKJ570	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKK211	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKK275	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKK327	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKK551	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKK555	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKK749	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKL685	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKL719	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKL724	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKL791	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKL792	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKM362	Arch Wireless Holdings, Inc., d/b/a Arch Wireless

TRADEMARK
REEL: 002478 FRAME: 0104

CD	KNKM702	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKM703	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKM785	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKM991	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKO475	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKO524	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKO525	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKO567	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKO698	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKP213	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKS215	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKS217	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNKS222	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNLM384	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNLM656	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNLM808	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNLN356	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KNLP460	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KPA357	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KPD750	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KPD950	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KQA646	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KQB688	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KQC576	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KQC877	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KQK592	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KQK595	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KQK710	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KQK733	Arch Wireless Holdings, Inc., d/b/a Arch Wireless

TRADEMARK
REEL: 002478 FRAME: 0105

CD	KQZ704	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KQZ743	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KQZ778	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KRH665	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KSJ770	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KSJ823	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KUC871	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KUC927	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KUC928	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KUC929	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KUC973	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KUC994	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KUD200	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KUO557	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KUO558	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KUO559	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KUO620	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KUS226	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KUS298	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KUS347	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KWB402	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KWH322	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KWH334	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KWU348	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KWU361	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KWU442	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KWU443	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KWU446	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KWU468	Arch Wireless Holdings, Inc., d/b/a Arch Wireless

TRADEMARK
REEL: 002478 FRAME: 0106

CD	WQZ663	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	WRD354	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	WRV290	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	WXS215	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CF	WHO415	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CF	WHO418	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CF	WMK882	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CF	WNES202	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CF	WNES203	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CF	WNES204	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CF	WPNL502	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
Earth Station	E940347	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	KNNG389	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	KNNI335	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	KNNI349	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	KNNK488	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	KNNK490	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	KNNK491	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	KNNK492	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	KNNK493	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	KNNK641	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	KNNK642	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	KNNK643	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	KNNL531	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	KNNL534	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	KNNL535	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	KNNM464	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	KNNN347	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	KNNN354	Arch Wireless Holdings, Inc., d/b/a Arch Wireless

TRADEMARK
REEL: 002478 FRAME: 0107

SCHEDULE 3.1(a)(iv)
(Continued)

GS	KNNP879	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	KNNQ600	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	KNNQ613	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	KNNQ617	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	KNNR901	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPCQ283	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPDA725	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPDA731	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPDB237	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPDB238	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPDB239	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPDB899	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPDB900	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPDB901	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPDB902	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPDB909	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPDB925	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPDC518	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPDD268	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPDD269	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPDF958	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPDF962	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPDF963	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPDG681	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPDG709	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPDG710	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPDK449	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPDK590	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPDK594	Arch Wireless Holdings, Inc., d/b/a Arch Wireless

TRADEMARK
REEL: 002478 FRAME: 0108

SCHEDULE 3.1(a)(iv)
(Continued)

GS	WPDK602	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPDK615	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPDQ354	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPDR680	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPDS626	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPDS630	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPDU237	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPDU241	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPDU245	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPDU549	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPDV205	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPDV769	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPEA278	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPEA279	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPEA311	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPFI621	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPFK221	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPFK337	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPFK524	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPFM390	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPFM394	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPFM398	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPFM402	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPFM608	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPFM684	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPFM688	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPFM692	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPFN265	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPFN477	Arch Wireless Holdings, Inc., d/b/a Arch Wireless

TRADEMARK
REEL: 002478 FRAME: 0109

GS	WPFN485	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPFN489	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPFN493	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPFN501	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPFN509	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPFN513	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPFN823	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPFN839	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPFN851	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPFQ760	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPGD562	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPGD563	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPGD564	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPGD565	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPGD587	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPGD588	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPGN609	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPGR658	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPGR907	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPGR994	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPGW880	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPGW884	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPGW885	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPGZ573	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPGZ577	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPGZ611	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPGZ635	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPGZ639	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHC516	Arch Wireless Holdings, Inc., d/b/a Arch Wireless

TRADEMARK
REEL: 002478 FRAME: 0110

GS	WPHC638	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHC639	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHC640	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHC641	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHC643	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHD755	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHD804	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHD805	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHD806	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHD809	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHD863	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHD903	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHF321	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHF325	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHF445	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHG852	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHJ604	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHJ607	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHM231	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHM271	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHN729	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHN730	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHQ354	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHT971	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHU250	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHU254	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHU258	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHU262	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHU266	Arch Wireless Holdings, Inc., d/b/a Arch Wireless

TRADEMARK
REEL: 002478 FRAME: 0111

GS	WPHU270	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHU282	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHU286	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHU290	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHU294	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHU298	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHU302	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHU606	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHV501	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHX466	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHX848	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHX892	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHY955	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHZ311	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHZ312	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHZ313	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPHZ354	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPIB632	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPIC423	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPIC424	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPIC868	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPIC919	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPID779	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPID814	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPIF814	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPIF826	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPIM205	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPIM488	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPIM494	Arch Wireless Holdings, Inc., d/b/a Arch Wireless

TRADEMARK
REEL: 002478 FRAME: 0112

GS	WPIM497	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPIM506	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPIM511	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPIM512	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPIM513	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPIM514	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPIP933	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPIP942	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPIP955	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPIP956	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPIP957	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPIS730	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPIS732	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPIU275	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPIU276	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPJI873	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPJI875	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPJJ406	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPJK231	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPJK234	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPJK371	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPJK532	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPJR869	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPJR871	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPJR970	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPJS300	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPJS497	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPJS529	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPJS531	Arch Wireless Holdings, Inc., d/b/a Arch Wireless

TRADEMARK
REEL: 002478 FRAME: 0113

SCHEDULE 3.1(a)(iv)
(Continued)

GS	WPJU312	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPJU506	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPJU618	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPJU620	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPJV725	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPJV877	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPJV879	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPJX903	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPJY333	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPJY758	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPJY763	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPKA825	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPKC580	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPKC581	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPKC602	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPKC673	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPKC716	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPKI207	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPKI209	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPKI211	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPKI376	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPKI478	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPKJ838	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPKJ852	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPKM696	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPKX580	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPKX581	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPKX584	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPKX586	Arch Wireless Holdings, Inc., d/b/a Arch Wireless

TRADEMARK
REEL: 002478 FRAME: 0114

SCHEDULE 3.1(a)(iv)
(Continued)

GS	WPKX587	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPKY832	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPKY833	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPKY834	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPKY836	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPKZ926	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPKZ931	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPLQ248	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPLQ250	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPLR203	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPLR263	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPLR884	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPLU371	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPLU374	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPLU375	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPLU385	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPLU471	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPLU646	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPLU648	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPLU649	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPLV546	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPMB735	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPMB736	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPME772	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPME816	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPME834	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPME880	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPMF743	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPMH326	Arch Wireless Holdings, Inc., d/b/a Arch Wireless

TRADEMARK
REEL: 002478 FRAME: 0115

GS	WPMH328	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPMR769	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPMT630	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPMU651	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPMX685	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPMX933	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPPE882	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPPE884	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPPU334	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPPU588	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPPV655	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPPW665	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPRX273	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPRX275	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPRX611	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPRX624	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPRX962	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPRX985	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPRY322	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPRZ781	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPRZ836	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPSF416	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPSG500	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPSG759	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPSH554	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPSH560	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPSI558	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPSJ484	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPSL734	Arch Wireless Holdings, Inc., d/b/a Arch Wireless

TRADEMARK
REEL: 002478 FRAME: 0116

GS	WPSN472	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPSV810	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPTK205	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPTQ207	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPUB518	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPUD620	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPUF839	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPUF841	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPUP701	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
GS	WPUP702	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
IG	WNNT344	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
IG	WPDX611	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
IK	WNKK934	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
IK	WNMN369	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
IK	WNQN418	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
IK	WNVG459	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
IK	WNYU956	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
IK	WNZT740	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
IK	WPAU264	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
IK	WPDH373	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
IK	WPEA733	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
IK	WPGG605	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
IK	WPIK932	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
IK	WPJX332	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
IK	WPLR661	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
MG	WNTF871	Arch Wireless Holdings, Inc., d/b/a Arch Wireless
CD	KAA209	MobileMedia License Co. L.L.C.
CD	KAA281	MobileMedia License Co. L.L.C.
CD	KAA283	MobileMedia License Co. L.L.C.

TRADEMARK
REEL: 002478 FRAME: 0117

CD	KAD512	MobileMedia License Co. L.L.C.
CD	KAD516	MobileMedia License Co. L.L.C.
CD	KAF250	MobileMedia License Co. L.L.C.
CD	KAQ616	MobileMedia License Co. L.L.C.
CD	KAQ628	MobileMedia License Co. L.L.C.
CD	KCA725	MobileMedia License Co. L.L.C.
CD	KCB890	MobileMedia License Co. L.L.C.
CD	KCC483	MobileMedia License Co. L.L.C.
CD	KCC484	MobileMedia License Co. L.L.C.
CD	KCC786	MobileMedia License Co. L.L.C.
CD	KCC797	MobileMedia License Co. L.L.C.
CD	KCI295	MobileMedia License Co. L.L.C.
CD	KCI297	MobileMedia License Co. L.L.C.
CD	KDS306	MobileMedia License Co. L.L.C.
CD	KDS312	MobileMedia License Co. L.L.C.
CD	KDS378	MobileMedia License Co. L.L.C.
CD	KDS397	MobileMedia License Co. L.L.C.
CD	KDS443	MobileMedia License Co. L.L.C.
CD	KDS451	MobileMedia License Co. L.L.C.
CD	KDS460	MobileMedia License Co. L.L.C.
CD	KDS782	MobileMedia License Co. L.L.C.
CD	KDT223	MobileMedia License Co. L.L.C.
CD	KEC513	MobileMedia License Co. L.L.C.
CD	KEC738	MobileMedia License Co. L.L.C.
CD	KEC933	MobileMedia License Co. L.L.C.
CD	KEJ886	MobileMedia License Co. L.L.C.
CD	KEJ894	MobileMedia License Co. L.L.C.
CD	KEK287	MobileMedia License Co. L.L.C.
CD	KFL864	MobileMedia License Co. L.L.C.

TRADEMARK
REEL: 002478 FRAME: 0118

SCHEDULE 3.1(a)(iv)
(Continued)

CD	KFL916	MobileMedia License Co. L.L.C.
CD	KGI775	MobileMedia License Co. L.L.C.
CD	KGI778	MobileMedia License Co. L.L.C.
CD	KGI787	MobileMedia License Co. L.L.C.
CD	KIA955	MobileMedia License Co. L.L.C.
CD	KIB527	MobileMedia License Co. L.L.C.
CD	KIF649	MobileMedia License Co. L.L.C.
CD	KIF650	MobileMedia License Co. L.L.C.
CD	KIG841	MobileMedia License Co. L.L.C.
CD	KIJ352	MobileMedia License Co. L.L.C.
CD	KIM900	MobileMedia License Co. L.L.C.
CD	KIY409	MobileMedia License Co. L.L.C.
CD	KIY449	MobileMedia License Co. L.L.C.
CD	KIY508	MobileMedia License Co. L.L.C.
CD	KIY593	MobileMedia License Co. L.L.C.
CD	KIY720	MobileMedia License Co. L.L.C.
CD	KIY750	MobileMedia License Co. L.L.C.
CD	KIY779	MobileMedia License Co. L.L.C.
CD	KKB455	MobileMedia License Co. L.L.C.
CD	KKB513	MobileMedia License Co. L.L.C.
CD	KKB517	MobileMedia License Co. L.L.C.
CD	KKB564	MobileMedia License Co. L.L.C.
CD	KKB627	MobileMedia License Co. L.L.C.
CD	KKB717	MobileMedia License Co. L.L.C.
CD	KKE964	MobileMedia License Co. L.L.C.
CD	KKG411	MobileMedia License Co. L.L.C.
CD	KKG412	MobileMedia License Co. L.L.C.
CD	KKG559	MobileMedia License Co. L.L.C.
CD	KKI460	MobileMedia License Co. L.L.C.

TRADEMARK
REEL: 002478 FRAME: 0119

SCHEDULE 3.1(a)(iv)
(Continued)

CD	KKJ460	MobileMedia License Co. L.L.C.
CD	KKX714	MobileMedia License Co. L.L.C.
CD	KLB563	MobileMedia License Co. L.L.C.
CD	KLB564	MobileMedia License Co. L.L.C.
CD	KLB781	MobileMedia License Co. L.L.C.
CD	KLF484	MobileMedia License Co. L.L.C.
CD	KLF611	MobileMedia License Co. L.L.C.
CD	KLF612	MobileMedia License Co. L.L.C.
CD	KLF613	MobileMedia License Co. L.L.C.
CD	KLF619	MobileMedia License Co. L.L.C.
CD	KLF630	MobileMedia License Co. L.L.C.
CD	KLF639	MobileMedia License Co. L.L.C.
CD	KLF640	MobileMedia License Co. L.L.C.
CD	KLF641	MobileMedia License Co. L.L.C.
CD	KLF651	MobileMedia License Co. L.L.C.
CD	KLF652	MobileMedia License Co. L.L.C.
CD	KLF659	MobileMedia License Co. L.L.C.
CD	KMA200	MobileMedia License Co. L.L.C.
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SCHEDULE 3.1(a)(iv)
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CD	KNKC906	MobileMedia License Co. L.L.C.
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CD	KNKD669	MobileMedia License Co. L.L.C.
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CD	KNKK976	MobileMedia License Co. L.L.C.
CD	KNKK991	MobileMedia License Co. L.L.C.
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CD	KNKO284	MobileMedia License Co. L.L.C.
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CD	KNKO296	MobileMedia License Co. L.L.C.
CD	KNKO317	MobileMedia License Co. L.L.C.
CD	KNKO319	MobileMedia License Co. L.L.C.
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CD	KNKO326	MobileMedia License Co. L.L.C.
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CD	KNKO437	MobileMedia License Co. L.L.C.
CD	KNKO447	MobileMedia License Co. L.L.C.
CD	KNKO448	MobileMedia License Co. L.L.C.
CD	KNKO453	MobileMedia License Co. L.L.C.
CD	KNKO454	MobileMedia License Co. L.L.C.
CD	KNKO512	MobileMedia License Co. L.L.C.
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CD	KNKO529	MobileMedia License Co. L.L.C.
CD	KNKO531	MobileMedia License Co. L.L.C.
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CD	KNKO583	MobileMedia License Co. L.L.C.
CD	KNKO589	MobileMedia License Co. L.L.C.
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CD	KNKO593	MobileMedia License Co. L.L.C.
CD	KNKO597	MobileMedia License Co. L.L.C.
CD	KNKO598	MobileMedia License Co. L.L.C.
CD	KNKO633	MobileMedia License Co. L.L.C.
CD	KNKO682	MobileMedia License Co. L.L.C.
CD	KNKO762	MobileMedia License Co. L.L.C.
CD	KNKO917	MobileMedia License Co. L.L.C.
CD	KNKO927	MobileMedia License Co. L.L.C.
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CD	KNLP809	MobileMedia License Co. L.L.C.
CD	KNLP823	MobileMedia License Co. L.L.C.
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CD	KNLR413	MobileMedia License Co. L.L.C.
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CD	KNLR759	MobileMedia License Co. L.L.C.
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CD	KRM971	MobileMedia License Co. L.L.C.
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CD	KRS639	MobileMedia License Co. L.L.C.
CD	KRS651	MobileMedia License Co. L.L.C.
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CF	WGW639	MobileMedia License Co. L.L.C.
CF	WGW645	MobileMedia License Co. L.L.C.
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CF	WGW649	MobileMedia License Co. L.L.C.
CF	WGW650	MobileMedia License Co. L.L.C.
CF	WGW655	MobileMedia License Co. L.L.C.
CF	WGW657	MobileMedia License Co. L.L.C.
CF	WGW659	MobileMedia License Co. L.L.C.
CF	WGW660	MobileMedia License Co. L.L.C.
CF	WGW663	MobileMedia License Co. L.L.C.
CF	WGW665	MobileMedia License Co. L.L.C.
CF	WGW667	MobileMedia License Co. L.L.C.
CF	WGW669	MobileMedia License Co. L.L.C.
CF	WGX322	MobileMedia License Co. L.L.C.
CF	WHA413	MobileMedia License Co. L.L.C.
CF	WHA414	MobileMedia License Co. L.L.C.
CF	WHA415	MobileMedia License Co. L.L.C.
CF	WHA416	MobileMedia License Co. L.L.C.
CF	WHA417	MobileMedia License Co. L.L.C.
CF	WHA418	MobileMedia License Co. L.L.C.
CF	WHA510	MobileMedia License Co. L.L.C.
CF	WHA512	MobileMedia License Co. L.L.C.
CF	WHA522	MobileMedia License Co. L.L.C.
CF	WHE685	MobileMedia License Co. L.L.C.
CF	WHO691	MobileMedia License Co. L.L.C.
CF	WHQ611	MobileMedia License Co. L.L.C.

TRADEMARK
REEL: 002478 FRAME: 0134

SCHEDULE 3.1(a)(iv)
(Continued)

CF	WHQ936	MobileMedia License Co. L.L.C.
CF	WHQ963	MobileMedia License Co. L.L.C.
CF	WLB210	MobileMedia License Co. L.L.C.
CF	WLB664	MobileMedia License Co. L.L.C.
CF	WLB665	MobileMedia License Co. L.L.C.
CF	WLK727	MobileMedia License Co. L.L.C.
CF	WLL269	MobileMedia License Co. L.L.C.
CF	WLL402	MobileMedia License Co. L.L.C.
CF	WLL403	MobileMedia License Co. L.L.C.
CF	WLL404	MobileMedia License Co. L.L.C.
CF	WLL405	MobileMedia License Co. L.L.C.
CF	WLL900	MobileMedia License Co. L.L.C.
CF	WLL901	MobileMedia License Co. L.L.C.
CF	WLM653	MobileMedia License Co. L.L.C.
CF	WLM654	MobileMedia License Co. L.L.C.
CF	WLW544	MobileMedia License Co. L.L.C.
CF	WML469	MobileMedia License Co. L.L.C.
CG	KNKO580	MobileMedia License Co. L.L.C.
CG	KUC879	MobileMedia License Co. L.L.C.
CG	KUC983	MobileMedia License Co. L.L.C.
CN	KNKV207	MobileMedia License Co. L.L.C.
CN	KNKV214	MobileMedia License Co. L.L.C.
CN	KNKV220	MobileMedia License Co. L.L.C.
CN	KNKV226	MobileMedia License Co. L.L.C.
CN	KNKV232	MobileMedia License Co. L.L.C.
CN	KNKV238	MobileMedia License Co. L.L.C.
CN	WPRS385	MobileMedia License Co. L.L.C.
Earth Station	E930331	MobileMedia License Co. L.L.C.
Earth Station	E940174	MobileMedia License Co. L.L.C.

TRADEMARK
REEL: 002478 FRAME: 0135

SCHEDULE 3.1(a)(iv)
(Continued)

Earth Station	E960014	MobileMedia License Co. L.L.C.
Earth Station	E960377	MobileMedia License Co. L.L.C.
GS	WNIR387	MobileMedia License Co. L.L.C.
GS	WNIR396	MobileMedia License Co. L.L.C.
GS	WNLK770	MobileMedia License Co. L.L.C.
GS	WNWI221	MobileMedia License Co. L.L.C.
GS	WPKL507	MobileMedia License Co. L.L.C.
GS	WPLR767	MobileMedia License Co. L.L.C.
GS	WPLR768	MobileMedia License Co. L.L.C.
GS	WPTR593	MobileMedia License Co. L.L.C.
IG	KNHJ817	MobileMedia License Co. L.L.C.
IG	WNCY941	MobileMedia License Co. L.L.C.
IG	WNJD547	MobileMedia License Co. L.L.C.
IG	WNRH787	MobileMedia License Co. L.L.C.
IG	WNVR451	MobileMedia License Co. L.L.C.
IG	WNXP859	MobileMedia License Co. L.L.C.
IG	WNXV733	MobileMedia License Co. L.L.C.
IG	WPBB899	MobileMedia License Co. L.L.C.
IG	WPCM203	MobileMedia License Co. L.L.C.
IG	WPFC663	MobileMedia License Co. L.L.C.
IG	WPFI392	MobileMedia License Co. L.L.C.
IG	WPFV599	MobileMedia License Co. L.L.C.
IK	KNNF432	MobileMedia License Co. L.L.C.
IK	WNAX283	MobileMedia License Co. L.L.C.
IK	WNFZ603	MobileMedia License Co. L.L.C.
IK	WNGL298	MobileMedia License Co. L.L.C.
IK	WNHE513	MobileMedia License Co. L.L.C.
IK	WNHS649	MobileMedia License Co. L.L.C.
IK	WNJE244	MobileMedia License Co. L.L.C.

TRADEMARK
REEL: 002478 FRAME: 0136

SCHEDULE 3.1(a)(iv)
(Continued)

IK	WNJP671	MobileMedia License Co. L.L.C.
IK	WNJQ778	MobileMedia License Co. L.L.C.
IK	WNJX901	MobileMedia License Co. L.L.C.
IK	WNJX917	MobileMedia License Co. L.L.C.
IK	WNJZ966	MobileMedia License Co. L.L.C.
IK	WNJZ984	MobileMedia License Co. L.L.C.
IK	WNKN728	MobileMedia License Co. L.L.C.
IK	WNKS276	MobileMedia License Co. L.L.C.
IK	WNKS881	MobileMedia License Co. L.L.C.
IK	WNLL872	MobileMedia License Co. L.L.C.
IK	WNLQ515	MobileMedia License Co. L.L.C.
IK	WNMC296	MobileMedia License Co. L.L.C.
IK	WNMC905	MobileMedia License Co. L.L.C.
IK	WNMY497	MobileMedia License Co. L.L.C.
IK	WNNO982	MobileMedia License Co. L.L.C.
IK	WNNV845	MobileMedia License Co. L.L.C.
IK	WNPC348	MobileMedia License Co. L.L.C.
IK	WNPK405	MobileMedia License Co. L.L.C.
IK	WNPQ626	MobileMedia License Co. L.L.C.
IK	WNQF843	MobileMedia License Co. L.L.C.
IK	WNQO721	MobileMedia License Co. L.L.C.
IK	WNSI548	MobileMedia License Co. L.L.C.
IK	WNSM355	MobileMedia License Co. L.L.C.
IK	WNSP282	MobileMedia License Co. L.L.C.
IK	WNSS753	MobileMedia License Co. L.L.C.
IK	WNVB846	MobileMedia License Co. L.L.C.
IK	WNVI996	MobileMedia License Co. L.L.C.
IK	WNVJ260	MobileMedia License Co. L.L.C.
IK	WNWC244	MobileMedia License Co. L.L.C.

TRADEMARK
REEL: 002478 FRAME: 0137

SCHEDULE 3.1(a)(iv)
(Continued)

IK	WNWS560	MobileMedia License Co. L.L.C.
IK	WNWX751	MobileMedia License Co. L.L.C.
IK	WNXI436	MobileMedia License Co. L.L.C.
IK	WNXJ215	MobileMedia License Co. L.L.C.
IK	WNXQ450	MobileMedia License Co. L.L.C.
IK	WNXS252	MobileMedia License Co. L.L.C.
IK	WNXZ489	MobileMedia License Co. L.L.C.
IK	WNYA560	MobileMedia License Co. L.L.C.
IK	WNYA903	MobileMedia License Co. L.L.C.
IK	WNYH992	MobileMedia License Co. L.L.C.
IK	WNYV762	MobileMedia License Co. L.L.C.
IK	WNZJ359	MobileMedia License Co. L.L.C.
IK	WNZZ555	MobileMedia License Co. L.L.C.
IK	WPAH861	MobileMedia License Co. L.L.C.
IK	WPAH862	MobileMedia License Co. L.L.C.
IK	WPAT351	MobileMedia License Co. L.L.C.
IK	WPBD947	MobileMedia License Co. L.L.C.
IK	WPBV776	MobileMedia License Co. L.L.C.
IK	WPCC736	MobileMedia License Co. L.L.C.
IK	WPCK336	MobileMedia License Co. L.L.C.
IK	WPCQ685	MobileMedia License Co. L.L.C.
IK	WPDA362	MobileMedia License Co. L.L.C.
IK	WPDC729	MobileMedia License Co. L.L.C.
IK	WPDH361	MobileMedia License Co. L.L.C.
IK	WPDQ469	MobileMedia License Co. L.L.C.
IK	WPDV969	MobileMedia License Co. L.L.C.
IK	WPDX552	MobileMedia License Co. L.L.C.
IK	WPDX824	MobileMedia License Co. L.L.C.
IK	WPEI929	MobileMedia License Co. L.L.C.

TRADEMARK
REEL: 002478 FRAME: 0138

SCHEDULE 3.1(a)(iv)
(Continued)

IK	WPFA559	MobileMedia License Co. L.L.C.
IK	WPFA560	MobileMedia License Co. L.L.C.
IK	WPFA561	MobileMedia License Co. L.L.C.
IK	WPFJ848	MobileMedia License Co. L.L.C.
IK	WPFN896	MobileMedia License Co. L.L.C.
IK	WPFQ440	MobileMedia License Co. L.L.C.
IK	WPFS223	MobileMedia License Co. L.L.C.
IK	WPFS500	MobileMedia License Co. L.L.C.
IK	WPFS525	MobileMedia License Co. L.L.C.
IK	WPFY572	MobileMedia License Co. L.L.C.
IK	WPFY599	MobileMedia License Co. L.L.C.
IK	WPGA898	MobileMedia License Co. L.L.C.
IK	WPGI397	MobileMedia License Co. L.L.C.
IK	WPGP551	MobileMedia License Co. L.L.C.
IK	WPGQ307	MobileMedia License Co. L.L.C.
IK	WPGQ675	MobileMedia License Co. L.L.C.
IK	WPGW446	MobileMedia License Co. L.L.C.
IK	WPGX963	MobileMedia License Co. L.L.C.
IK	WPGY363	MobileMedia License Co. L.L.C.
IK	WPHG663	MobileMedia License Co. L.L.C.
IK	WPHN999	MobileMedia License Co. L.L.C.
IK	WPHP665	MobileMedia License Co. L.L.C.
IK	WPIA235	MobileMedia License Co. L.L.C.
IK	WPID657	MobileMedia License Co. L.L.C.
IK	WPKK568	MobileMedia License Co. L.L.C.
IK	WPKK570	MobileMedia License Co. L.L.C.
IK	WPKK574	MobileMedia License Co. L.L.C.
IK	WPKX258	MobileMedia License Co. L.L.C.
IK	WPKX262	MobileMedia License Co. L.L.C.

TRADEMARK
REEL: 002478 FRAME: 0139

IK	WPKX265	MobileMedia License Co. L.L.C.
IK	WPKX266	MobileMedia License Co. L.L.C.
IK	WPKX267	MobileMedia License Co. L.L.C.
IK	WPME516	MobileMedia License Co. L.L.C.
IK	WPMQ489	MobileMedia License Co. L.L.C.
IK	WPNQ527	MobileMedia License Co. L.L.C.
IK	WPNT777	MobileMedia License Co. L.L.C.
IK	WPPY547	MobileMedia License Co. L.L.C.
IK	WPPY548	MobileMedia License Co. L.L.C.
VSAT	E980474	MobileMedia License Co. L.L.C.
GS	KNNF619	Nationwide 929.8875 LLC
GS	KNNK508	Nationwide 929.8875 LLC
GS	KNNP783	Nationwide 929.8875 LLC
GS	KNNP839	Nationwide 929.8875 LLC
GS	KNNP923	Nationwide 929.8875 LLC
GS	KNNQ578	Nationwide 929.8875 LLC
GS	WPFF872	Nationwide 929.8875 LLC
GS	WPFI526	Nationwide 929.8875 LLC
GS	WPFI537	Nationwide 929.8875 LLC
GS	WPFI539	Nationwide 929.8875 LLC
GS	WPFI542	Nationwide 929.8875 LLC
GS	WPFI543	Nationwide 929.8875 LLC
GS	WPFI546	Nationwide 929.8875 LLC
GS	WPFI555	Nationwide 929.8875 LLC
GS	WPFI562	Nationwide 929.8875 LLC
GS	WPFI570	Nationwide 929.8875 LLC
GS	WPFI578	Nationwide 929.8875 LLC
GS	WPFI582	Nationwide 929.8875 LLC
GS	WPFI594	Nationwide 929.8875 LLC

TRADEMARK
REEL: 002478 FRAME: 0140

GS	WPFK308	Nationwide 929.8875 LLC
GS	WPFK312	Nationwide 929.8875 LLC
GS	WPFK316	Nationwide 929.8875 LLC
GS	WPFK320	Nationwide 929.8875 LLC
GS	WPFQ727	Nationwide 929.8875 LLC
GS	WPGF230	Nationwide 929.8875 LLC
GS	WPGN611	Nationwide 929.8875 LLC
GS	WPGR653	Nationwide 929.8875 LLC
GS	WPHA772	Nationwide 929.8875 LLC
GS	WPHD799	Nationwide 929.8875 LLC
GS	WPHD808	Nationwide 929.8875 LLC
GS	WPHF333	Nationwide 929.8875 LLC
GS	WPHF453	Nationwide 929.8875 LLC
GS	WPHF454	Nationwide 929.8875 LLC
GS	WPHF455	Nationwide 929.8875 LLC
GS	WPHF458	Nationwide 929.8875 LLC
GS	WPHG435	Nationwide 929.8875 LLC
GS	WPHG724	Nationwide 929.8875 LLC
GS	WPHG726	Nationwide 929.8875 LLC
GS	WPHG728	Nationwide 929.8875 LLC
GS	WPHG731	Nationwide 929.8875 LLC
GS	WPHG853	Nationwide 929.8875 LLC
GS	WPHI419	Nationwide 929.8875 LLC
GS	WPHI514	Nationwide 929.8875 LLC
GS	WPHP887	Nationwide 929.8875 LLC
GS	WPHT962	Nationwide 929.8875 LLC
GS	WPHV797	Nationwide 929.8875 LLC
GS	WPHW368	Nationwide 929.8875 LLC
GS	WPHX464	Nationwide 929.8875 LLC

TRADEMARK
REEL: 002478 FRAME: 0141

GS	WPHX540	Nationwide 929.8875 LLC
GS	WPHX548	Nationwide 929.8875 LLC
GS	WPHX613	Nationwide 929.8875 LLC
GS	WPHY827	Nationwide 929.8875 LLC
GS	WPHY957	Nationwide 929.8875 LLC
GS	WPHZ288	Nationwide 929.8875 LLC
GS	WPIA729	Nationwide 929.8875 LLC
GS	WPIC934	Nationwide 929.8875 LLC
GS	WPID271	Nationwide 929.8875 LLC
GS	WPID275	Nationwide 929.8875 LLC
GS	WPID482	Nationwide 929.8875 LLC
GS	WPID495	Nationwide 929.8875 LLC
GS	WPID517	Nationwide 929.8875 LLC
GS	WPIF443	Nationwide 929.8875 LLC
GS	WPIG304	Nationwide 929.8875 LLC
GS	WPIR464	Nationwide 929.8875 LLC
GS	WPIT449	Nationwide 929.8875 LLC
GS	WPIW584	Nationwide 929.8875 LLC
GS	WPIZ944	Nationwide 929.8875 LLC
GS	WPIZ945	Nationwide 929.8875 LLC
GS	WPIZ946	Nationwide 929.8875 LLC
GS	WPJI784	Nationwide 929.8875 LLC
GS	WPJI791	Nationwide 929.8875 LLC
GS	WPJI817	Nationwide 929.8875 LLC
GS	WPJI819	Nationwide 929.8875 LLC
GS	WPJI834	Nationwide 929.8875 LLC
GS	WPJI852	Nationwide 929.8875 LLC
GS	WPJI861	Nationwide 929.8875 LLC
GS	WPJI906	Nationwide 929.8875 LLC

TRADEMARK
REEL: 002478 FRAME: 0142

SCHEDULE 3.1(a)(iv)
(Continued)

GS	WPJI908	Nationwide 929.8875 LLC
GS	WPJI936	Nationwide 929.8875 LLC
GS	WPJI965	Nationwide 929.8875 LLC
GS	WPJJ222	Nationwide 929.8875 LLC
GS	WPJJ235	Nationwide 929.8875 LLC
GS	WPJJ272	Nationwide 929.8875 LLC
GS	WPJJ297	Nationwide 929.8875 LLC
GS	WPJJ316	Nationwide 929.8875 LLC
GS	WPJJ332	Nationwide 929.8875 LLC
GS	WPJJ340	Nationwide 929.8875 LLC
GS	WPJJ352	Nationwide 929.8875 LLC
GS	WPJJ369	Nationwide 929.8875 LLC
GS	WPJJ373	Nationwide 929.8875 LLC
GS	WPJJ420	Nationwide 929.8875 LLC
GS	WPJJ444	Nationwide 929.8875 LLC
GS	WPJJ475	Nationwide 929.8875 LLC
GS	WPJJ715	Nationwide 929.8875 LLC
GS	WPJJ765	Nationwide 929.8875 LLC
GS	WPJJ819	Nationwide 929.8875 LLC
GS	WPJJ824	Nationwide 929.8875 LLC
GS	WPJJ854	Nationwide 929.8875 LLC
GS	WPJJ878	Nationwide 929.8875 LLC
GS	WPJJ913	Nationwide 929.8875 LLC
GS	WPJJ924	Nationwide 929.8875 LLC
GS	WPJJ925	Nationwide 929.8875 LLC
GS	WPJJ948	Nationwide 929.8875 LLC
GS	WPJK300	Nationwide 929.8875 LLC
GS	WPJK377	Nationwide 929.8875 LLC
GS	WPJK387	Nationwide 929.8875 LLC

TRADEMARK
REEL: 002478 FRAME: 0143

SCHEDULE 3.1(a)(iv)
(Continued)

GS	WPJK422	Nationwide 929.8875 LLC
GS	WPJK700	Nationwide 929.8875 LLC
GS	WPJK775	Nationwide 929.8875 LLC
GS	WPJL536	Nationwide 929.8875 LLC
GS	WPJL640	Nationwide 929.8875 LLC
GS	WPJL643	Nationwide 929.8875 LLC
GS	WPJQ263	Nationwide 929.8875 LLC
GS	WPJQ315	Nationwide 929.8875 LLC
GS	WPJQ387	Nationwide 929.8875 LLC
GS	WPJQ391	Nationwide 929.8875 LLC
GS	WPJQ392	Nationwide 929.8875 LLC
GS	WPJR981	Nationwide 929.8875 LLC
GS	WPJS623	Nationwide 929.8875 LLC
GS	WPJW370	Nationwide 929.8875 LLC
GS	WPJW529	Nationwide 929.8875 LLC
GS	WPJY206	Nationwide 929.8875 LLC
GS	WPKM391	Nationwide 929.8875 LLC
GS	WPKM395	Nationwide 929.8875 LLC
GS	WPLQ265	Nationwide 929.8875 LLC
CD	KEA254	Paging Network of America, Inc.
CD	KFQ941	Paging Network of America, Inc.
CD	KIA958	Paging Network of America, Inc.
CD	KIF651	Paging Network of America, Inc.
CD	KIG845	Paging Network of America, Inc.
CD	KIR204	Paging Network of America, Inc.
CD	KKA344	Paging Network of America, Inc.
CD	KMA608	Paging Network of America, Inc.
CD	KMA741	Paging Network of America, Inc.
CD	KNKE296	Paging Network of America, Inc.
CD	KNKE300	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0144

CD	KNKE302	Paging Network of America, Inc.
CD	KNKE387	Paging Network of America, Inc.
CD	KNKE392	Paging Network of America, Inc.
CD	KNKE429	Paging Network of America, Inc.
CD	KNKE862	Paging Network of America, Inc.
CD	KNKE889	Paging Network of America, Inc.
CD	KNKE892	Paging Network of America, Inc.
CD	KNKE899	Paging Network of America, Inc.
CD	KNKF496	Paging Network of America, Inc.
CD	KNKF680	Paging Network of America, Inc.
CD	KNKG340	Paging Network of America, Inc.
CD	KNKG568	Paging Network of America, Inc.
CD	KNKG719	Paging Network of America, Inc.
CD	KNKG821	Paging Network of America, Inc.
CD	KNKG825	Paging Network of America, Inc.
CD	KNKG826	Paging Network of America, Inc.
CD	KNKG829	Paging Network of America, Inc.
CD	KNKG838	Paging Network of America, Inc.
CD	KNKG839	Paging Network of America, Inc.
CD	KNKG842	Paging Network of America, Inc.
CD	KNKG843	Paging Network of America, Inc.
CD	KNKG846	Paging Network of America, Inc.
CD	KNKG849	Paging Network of America, Inc.
CD	KNKG854	Paging Network of America, Inc.
CD	KNKG855	Paging Network of America, Inc.
CD	KNKG856	Paging Network of America, Inc.
CD	KNKG873	Paging Network of America, Inc.
CD	KNKG882	Paging Network of America, Inc.
CD	KNKJ527	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0145

SCHEDULE 3.1(a)(iv)
(Continued)

CD	KNKJ531	Paging Network of America, Inc.
CD	KNKJ546	Paging Network of America, Inc.
CD	KNKJ890	Paging Network of America, Inc.
CD	KNKK276	Paging Network of America, Inc.
CD	KNKK353	Paging Network of America, Inc.
CD	KNKK636	Paging Network of America, Inc.
CD	KNKK678	Paging Network of America, Inc.
CD	KNKK858	Paging Network of America, Inc.
CD	KNKK990	Paging Network of America, Inc.
CD	KNKL398	Paging Network of America, Inc.
CD	KNKL411	Paging Network of America, Inc.
CD	KNKL415	Paging Network of America, Inc.
CD	KNKL423	Paging Network of America, Inc.
CD	KNKL443	Paging Network of America, Inc.
CD	KNKL444	Paging Network of America, Inc.
CD	KNKL458	Paging Network of America, Inc.
CD	KNKL476	Paging Network of America, Inc.
CD	KNKL495	Paging Network of America, Inc.
CD	KNKL525	Paging Network of America, Inc.
CD	KNKL526	Paging Network of America, Inc.
CD	KNKL527	Paging Network of America, Inc.
CD	KNKL528	Paging Network of America, Inc.
CD	KNKL543	Paging Network of America, Inc.
CD	KNKL839	Paging Network of America, Inc.
CD	KNKL847	Paging Network of America, Inc.
CD	KNKL909	Paging Network of America, Inc.
CD	KNKM387	Paging Network of America, Inc.
CD	KNKM588	Paging Network of America, Inc.
CD	KNKM589	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0146

CD	KNKM639	Paging Network of America, Inc.
CD	KNKM692	Paging Network of America, Inc.
CD	KNKM721	Paging Network of America, Inc.
CD	KNKM732	Paging Network of America, Inc.
CD	KNKM749	Paging Network of America, Inc.
CD	KNKM752	Paging Network of America, Inc.
CD	KNKM754	Paging Network of America, Inc.
CD	KNKM765	Paging Network of America, Inc.
CD	KNKM766	Paging Network of America, Inc.
CD	KNKM767	Paging Network of America, Inc.
CD	KNKM768	Paging Network of America, Inc.
CD	KNKM791	Paging Network of America, Inc.
CD	KNKM814	Paging Network of America, Inc.
CD	KNKM815	Paging Network of America, Inc.
CD	KNKM818	Paging Network of America, Inc.
CD	KNKM840	Paging Network of America, Inc.
CD	KNKM886	Paging Network of America, Inc.
CD	KNKM887	Paging Network of America, Inc.
CD	KNKM930	Paging Network of America, Inc.
CD	KNKM975	Paging Network of America, Inc.
CD	KNKO207	Paging Network of America, Inc.
CD	KNKO290	Paging Network of America, Inc.
CD	KNKO334	Paging Network of America, Inc.
CD	KNKO349	Paging Network of America, Inc.
CD	KNKO356	Paging Network of America, Inc.
CD	KNKO415	Paging Network of America, Inc.
CD	KNKO460	Paging Network of America, Inc.
CD	KNKO461	Paging Network of America, Inc.
CD	KNKO496	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0147

CD	KNKO498	Paging Network of America, Inc.
CD	KNKO501	Paging Network of America, Inc.
CD	KNKO511	Paging Network of America, Inc.
CD	KNKO532	Paging Network of America, Inc.
CD	KNKO535	Paging Network of America, Inc.
CD	KNKO591	Paging Network of America, Inc.
CD	KNKO592	Paging Network of America, Inc.
CD	KNKO634	Paging Network of America, Inc.
CD	KNKO639	Paging Network of America, Inc.
CD	KNKO651	Paging Network of America, Inc.
CD	KNKO694	Paging Network of America, Inc.
CD	KNKO697	Paging Network of America, Inc.
CD	KNKO700	Paging Network of America, Inc.
CD	KNKO735	Paging Network of America, Inc.
CD	KNKO756	Paging Network of America, Inc.
CD	KNKO757	Paging Network of America, Inc.
CD	KNKO758	Paging Network of America, Inc.
CD	KNKO794	Paging Network of America, Inc.
CD	KNKO932	Paging Network of America, Inc.
CD	KNKO933	Paging Network of America, Inc.
CD	KNKO936	Paging Network of America, Inc.
CD	KNKO937	Paging Network of America, Inc.
CD	KNKO943	Paging Network of America, Inc.
CD	KNKO954	Paging Network of America, Inc.
CD	KNKO958	Paging Network of America, Inc.
CD	KNKO967	Paging Network of America, Inc.
CD	KNKP215	Paging Network of America, Inc.
CD	KNKP217	Paging Network of America, Inc.
CD	KNKP218	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0148

CD	KNKP236	Paging Network of America, Inc.
CD	KNKP239	Paging Network of America, Inc.
CD	KNKP399	Paging Network of America, Inc.
CD	KNKP594	Paging Network of America, Inc.
CD	KNKP597	Paging Network of America, Inc.
CD	KNKP602	Paging Network of America, Inc.
CD	KNKP634	Paging Network of America, Inc.
CD	KNKP741	Paging Network of America, Inc.
CD	KNKS210	Paging Network of America, Inc.
CD	KNKS224	Paging Network of America, Inc.
CD	KNKS232	Paging Network of America, Inc.
CD	KNLN943	Paging Network of America, Inc.
CD	KNLN958	Paging Network of America, Inc.
CD	KNLP444	Paging Network of America, Inc.
CD	KNLP505	Paging Network of America, Inc.
CD	KNLP723	Paging Network of America, Inc.
CD	KNLP753	Paging Network of America, Inc.
CD	KNLQ978	Paging Network of America, Inc.
CD	KNLR493	Paging Network of America, Inc.
CD	KNLT370	Paging Network of America, Inc.
CD	KNLW535	Paging Network of America, Inc.
CD	KNLW537	Paging Network of America, Inc.
CD	KNLW538	Paging Network of America, Inc.
CD	KNLW539	Paging Network of America, Inc.
CD	KNLW540	Paging Network of America, Inc.
CD	KNLW541	Paging Network of America, Inc.
CD	KNLW542	Paging Network of America, Inc.
CD	KNLW551	Paging Network of America, Inc.
CD	KPA332	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0149

CD	KPB224	Paging Network of America, Inc.
CD	KQZ708	Paging Network of America, Inc.
CD	KQZ715	Paging Network of America, Inc.
CD	KQZ718	Paging Network of America, Inc.
CD	KRM962	Paging Network of America, Inc.
CD	KRM963	Paging Network of America, Inc.
CD	KRS642	Paging Network of America, Inc.
CD	KUC847	Paging Network of America, Inc.
CD	KWU483	Paging Network of America, Inc.
CD	WPSH767	Paging Network of America, Inc.
CD	WRV271	Paging Network of America, Inc.
CD	WRV977	Paging Network of America, Inc.
CD	WRW257	Paging Network of America, Inc.
CN	KNKV201	Paging Network of America, Inc.
CN	KNKV202	Paging Network of America, Inc.
CN	KNKV209	Paging Network of America, Inc.
Earth Station	E950191	Paging Network of America, Inc.
Earth Station	E970382	Paging Network of America, Inc.
Earth Station	E020065	Paging Network of America, Inc.
GS	KNNF605	Paging Network of America, Inc.
GS	KNNF637	Paging Network of America, Inc.
GS	KNNF638	Paging Network of America, Inc.
GS	KNNF639	Paging Network of America, Inc.
GS	KNNF640	Paging Network of America, Inc.
GS	KNNF641	Paging Network of America, Inc.
GS	KNNF645	Paging Network of America, Inc.
GS	KNNF665	Paging Network of America, Inc.
GS	KNNF666	Paging Network of America, Inc.
GS	KNNF680	Paging Network of America, Inc.
GS	KNNF700	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0150

SCHEDULE 3.1(a)(iv)
(Continued)

GS	KNNF726	Paging Network of America, Inc.
GS	KNNF730	Paging Network of America, Inc.
GS	KNNF734	Paging Network of America, Inc.
GS	KNNF738	Paging Network of America, Inc.
GS	KNNF750	Paging Network of America, Inc.
GS	KNNG365	Paging Network of America, Inc.
GS	KNNG460	Paging Network of America, Inc.
GS	KNNG463	Paging Network of America, Inc.
GS	KNNG466	Paging Network of America, Inc.
GS	KNNG849	Paging Network of America, Inc.
GS	KNNG854	Paging Network of America, Inc.
GS	KNNH511	Paging Network of America, Inc.
GS	KNNH561	Paging Network of America, Inc.
GS	KNNI354	Paging Network of America, Inc.
GS	KNNI355	Paging Network of America, Inc.
GS	KNNI628	Paging Network of America, Inc.
GS	KNNJ270	Paging Network of America, Inc.
GS	KNNJ901	Paging Network of America, Inc.
GS	KNNK445	Paging Network of America, Inc.
GS	KNNK446	Paging Network of America, Inc.
GS	KNNK456	Paging Network of America, Inc.
GS	KNNK500	Paging Network of America, Inc.
GS	KNNK502	Paging Network of America, Inc.
GS	KNNK652	Paging Network of America, Inc.
GS	KNNK889	Paging Network of America, Inc.
GS	KNNK897	Paging Network of America, Inc.
GS	KNNL562	Paging Network of America, Inc.
GS	KNNL787	Paging Network of America, Inc.
GS	KNNM389	Paging Network of America, Inc.
GS	KNNM761	Paging Network of America, Inc.
GS	KNNP873	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0151

GS	KNNQ522	Paging Network of America, Inc.
GS	KNNQ523	Paging Network of America, Inc.
GS	KNNQ524	Paging Network of America, Inc.
GS	KNNQ561	Paging Network of America, Inc.
GS	KNNU744	Paging Network of America, Inc.
GS	KNNW867	Paging Network of America, Inc.
GS	KNNW868	Paging Network of America, Inc.
GS	KNNW872	Paging Network of America, Inc.
GS	WNJI695	Paging Network of America, Inc.
GS	WNJI697	Paging Network of America, Inc.
GS	WNJI698	Paging Network of America, Inc.
GS	WNKR769	Paging Network of America, Inc.
GS	WNSS831	Paging Network of America, Inc.
GS	WNUB779	Paging Network of America, Inc.
GS	WNUR269	Paging Network of America, Inc.
GS	WNUR270	Paging Network of America, Inc.
GS	WNUR271	Paging Network of America, Inc.
GS	WNUR276	Paging Network of America, Inc.
GS	WNUR277	Paging Network of America, Inc.
GS	WNUR283	Paging Network of America, Inc.
GS	WNUR284	Paging Network of America, Inc.
GS	WNUR285	Paging Network of America, Inc.
GS	WNUR312	Paging Network of America, Inc.
GS	WNUR319	Paging Network of America, Inc.
GS	WNVU795	Paging Network of America, Inc.
GS	WNWB504	Paging Network of America, Inc.
GS	WNWB505	Paging Network of America, Inc.
GS	WNWB508	Paging Network of America, Inc.
GS	WNWB551	Paging Network of America, Inc.
GS	WNWK978	Paging Network of America, Inc.
GS	WNWL228	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0152

GS	WNXM908	Paging Network of America, Inc.
GS	WNXM917	Paging Network of America, Inc.
GS	WNXM918	Paging Network of America, Inc.
GS	WNXM919	Paging Network of America, Inc.
GS	WNXY973	Paging Network of America, Inc.
GS	WNXY976	Paging Network of America, Inc.
GS	WNXY977	Paging Network of America, Inc.
GS	WNXZ241	Paging Network of America, Inc.
GS	WNYQ275	Paging Network of America, Inc.
GS	WNYQ276	Paging Network of America, Inc.
GS	WNYQ301	Paging Network of America, Inc.
GS	WNYQ303	Paging Network of America, Inc.
GS	WNYQ306	Paging Network of America, Inc.
GS	WNYQ309	Paging Network of America, Inc.
GS	WNZA254	Paging Network of America, Inc.
GS	WNZB334	Paging Network of America, Inc.
GS	WNZB336	Paging Network of America, Inc.
GS	WNZE583	Paging Network of America, Inc.
GS	WNZE584	Paging Network of America, Inc.
GS	WNZG950	Paging Network of America, Inc.
GS	WNZI888	Paging Network of America, Inc.
GS	WNZP809	Paging Network of America, Inc.
GS	WNZV256	Paging Network of America, Inc.
GS	WNZV257	Paging Network of America, Inc.
GS	WNZZ848	Paging Network of America, Inc.
GS	WPAR422	Paging Network of America, Inc.
GS	WPBF645	Paging Network of America, Inc.
GS	WPBJ794	Paging Network of America, Inc.
GS	WPBM915	Paging Network of America, Inc.
GS	WPBN200	Paging Network of America, Inc.
GS	WPBN201	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0153

GS	WPBN996	Paging Network of America, Inc.
GS	WPBP201	Paging Network of America, Inc.
GS	WPBU619	Paging Network of America, Inc.
GS	WPBU628	Paging Network of America, Inc.
GS	WPBU643	Paging Network of America, Inc.
GS	WPBU644	Paging Network of America, Inc.
GS	WPBU670	Paging Network of America, Inc.
GS	WPBY927	Paging Network of America, Inc.
GS	WPCJ904	Paging Network of America, Inc.
GS	WPCJ905	Paging Network of America, Inc.
GS	WPCJ906	Paging Network of America, Inc.
GS	WPCJ907	Paging Network of America, Inc.
GS	WPCJ908	Paging Network of America, Inc.
GS	WPCQ223	Paging Network of America, Inc.
GS	WPCQ224	Paging Network of America, Inc.
GS	WPCQ225	Paging Network of America, Inc.
GS	WPCQ226	Paging Network of America, Inc.
GS	WPCQ227	Paging Network of America, Inc.
GS	WPCQ228	Paging Network of America, Inc.
GS	WPCQ270	Paging Network of America, Inc.
GS	WPCR441	Paging Network of America, Inc.
GS	WPCR461	Paging Network of America, Inc.
GS	WPCR462	Paging Network of America, Inc.
GS	WPCR463	Paging Network of America, Inc.
GS	WPCR493	Paging Network of America, Inc.
GS	WPCR496	Paging Network of America, Inc.
GS	WPCT721	Paging Network of America, Inc.
GS	WPCY827	Paging Network of America, Inc.
GS	WPCY887	Paging Network of America, Inc.
GS	WPCY890	Paging Network of America, Inc.
GS	WPCZ689	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0154

GS	WPDA710	Paging Network of America, Inc.
GS	WPDA714	Paging Network of America, Inc.
GS	WPDC427	Paging Network of America, Inc.
GS	WPDC428	Paging Network of America, Inc.
GS	WPDC475	Paging Network of America, Inc.
GS	WPDC505	Paging Network of America, Inc.
GS	WPDF906	Paging Network of America, Inc.
GS	WPDF907	Paging Network of America, Inc.
GS	WPDF910	Paging Network of America, Inc.
GS	WPDF911	Paging Network of America, Inc.
GS	WPDG693	Paging Network of America, Inc.
GS	WPDG726	Paging Network of America, Inc.
GS	WPDG727	Paging Network of America, Inc.
GS	WPDG728	Paging Network of America, Inc.
GS	WPDG729	Paging Network of America, Inc.
GS	WPDG730	Paging Network of America, Inc.
GS	WPDG731	Paging Network of America, Inc.
GS	WPDG732	Paging Network of America, Inc.
GS	WPDG738	Paging Network of America, Inc.
GS	WPDH457	Paging Network of America, Inc.
GS	WPDH458	Paging Network of America, Inc.
GS	WPDH459	Paging Network of America, Inc.
GS	WPDH461	Paging Network of America, Inc.
GS	WPDH462	Paging Network of America, Inc.
GS	WPDH482	Paging Network of America, Inc.
GS	WPDH484	Paging Network of America, Inc.
GS	WPDH485	Paging Network of America, Inc.
GS	WPDH488	Paging Network of America, Inc.
GS	WPDH489	Paging Network of America, Inc.
GS	WPDH492	Paging Network of America, Inc.
GS	WPDH496	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0155

GS	WPDH500	Paging Network of America, Inc.
GS	WPDH532	Paging Network of America, Inc.
GS	WPDH535	Paging Network of America, Inc.
GS	WPDH536	Paging Network of America, Inc.
GS	WPDH539	Paging Network of America, Inc.
GS	WPDH548	Paging Network of America, Inc.
GS	WPDH751	Paging Network of America, Inc.
GS	WPDH752	Paging Network of America, Inc.
GS	WPDH753	Paging Network of America, Inc.
GS	WPDH756	Paging Network of America, Inc.
GS	WPDH772	Paging Network of America, Inc.
GS	WPDH773	Paging Network of America, Inc.
GS	WPDH774	Paging Network of America, Inc.
GS	WPDH775	Paging Network of America, Inc.
GS	WPDH780	Paging Network of America, Inc.
GS	WPDH781	Paging Network of America, Inc.
GS	WPDH783	Paging Network of America, Inc.
GS	WPDH784	Paging Network of America, Inc.
GS	WPDH787	Paging Network of America, Inc.
GS	WPDH788	Paging Network of America, Inc.
GS	WPDH789	Paging Network of America, Inc.
GS	WPDH790	Paging Network of America, Inc.
GS	WPDH791	Paging Network of America, Inc.
GS	WPDH792	Paging Network of America, Inc.
GS	WPDH793	Paging Network of America, Inc.
GS	WPDH794	Paging Network of America, Inc.
GS	WPDH795	Paging Network of America, Inc.
GS	WPDH796	Paging Network of America, Inc.
GS	WPDH797	Paging Network of America, Inc.
GS	WPDH838	Paging Network of America, Inc.
GS	WPDI940	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0156

GS	WPDI961	Paging Network of America, Inc.
GS	WPDI962	Paging Network of America, Inc.
GS	WPDJ398	Paging Network of America, Inc.
GS	WPDJ404	Paging Network of America, Inc.
GS	WPDJ405	Paging Network of America, Inc.
GS	WPDJ406	Paging Network of America, Inc.
GS	WPDJ459	Paging Network of America, Inc.
GS	WPDJ464	Paging Network of America, Inc.
GS	WPDJ466	Paging Network of America, Inc.
GS	WPDJ467	Paging Network of America, Inc.
GS	WPDK360	Paging Network of America, Inc.
GS	WPDK361	Paging Network of America, Inc.
GS	WPDK362	Paging Network of America, Inc.
GS	WPDK363	Paging Network of America, Inc.
GS	WPDK365	Paging Network of America, Inc.
GS	WPDK367	Paging Network of America, Inc.
GS	WPDK368	Paging Network of America, Inc.
GS	WPDK383	Paging Network of America, Inc.
GS	WPDK414	Paging Network of America, Inc.
GS	WPDK453	Paging Network of America, Inc.
GS	WPDM270	Paging Network of America, Inc.
GS	WPDM294	Paging Network of America, Inc.
GS	WPDM321	Paging Network of America, Inc.
GS	WPDQ333	Paging Network of America, Inc.
GS	WPDQ371	Paging Network of America, Inc.
GS	WPDQ372	Paging Network of America, Inc.
GS	WPDQ373	Paging Network of America, Inc.
GS	WPDR326	Paging Network of America, Inc.
GS	WPDR363	Paging Network of America, Inc.
GS	WPDR364	Paging Network of America, Inc.
GS	WPDR365	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0157

GS	WPDR366	Paging Network of America, Inc.
GS	WPDR367	Paging Network of America, Inc.
GS	WPDR378	Paging Network of America, Inc.
GS	WPDR439	Paging Network of America, Inc.
GS	WPDR440	Paging Network of America, Inc.
GS	WPDR442	Paging Network of America, Inc.
GS	WPDR443	Paging Network of America, Inc.
GS	WPDR454	Paging Network of America, Inc.
GS	WPDR975	Paging Network of America, Inc.
GS	WPDR994	Paging Network of America, Inc.
GS	WPDS228	Paging Network of America, Inc.
GS	WPDS229	Paging Network of America, Inc.
GS	WPDS230	Paging Network of America, Inc.
GS	WPDS231	Paging Network of America, Inc.
GS	WPDS232	Paging Network of America, Inc.
GS	WPDS233	Paging Network of America, Inc.
GS	WPDS234	Paging Network of America, Inc.
GS	WPDS235	Paging Network of America, Inc.
GS	WPDS236	Paging Network of America, Inc.
GS	WPDS238	Paging Network of America, Inc.
GS	WPDS239	Paging Network of America, Inc.
GS	WPDS240	Paging Network of America, Inc.
GS	WPDS241	Paging Network of America, Inc.
GS	WPDS242	Paging Network of America, Inc.
GS	WPDS243	Paging Network of America, Inc.
GS	WPDS257	Paging Network of America, Inc.
GS	WPDS258	Paging Network of America, Inc.
GS	WPDS259	Paging Network of America, Inc.
GS	WPDS260	Paging Network of America, Inc.
GS	WPDS261	Paging Network of America, Inc.
GS	WPDS554	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0158

GS	WPDS558	Paging Network of America, Inc.
GS	WPDS567	Paging Network of America, Inc.
GS	WPDS571	Paging Network of America, Inc.
GS	WPDS575	Paging Network of America, Inc.
GS	WPDS579	Paging Network of America, Inc.
GS	WPDS583	Paging Network of America, Inc.
GS	WPDS586	Paging Network of America, Inc.
GS	WPDS590	Paging Network of America, Inc.
GS	WPDS594	Paging Network of America, Inc.
GS	WPDS598	Paging Network of America, Inc.
GS	WPDS600	Paging Network of America, Inc.
GS	WPDS604	Paging Network of America, Inc.
GS	WPDS606	Paging Network of America, Inc.
GS	WPDS607	Paging Network of America, Inc.
GS	WPDS611	Paging Network of America, Inc.
GS	WPDS615	Paging Network of America, Inc.
GS	WPDS619	Paging Network of America, Inc.
GS	WPDS622	Paging Network of America, Inc.
GS	WPDS623	Paging Network of America, Inc.
GS	WPDS643	Paging Network of America, Inc.
GS	WPDS647	Paging Network of America, Inc.
GS	WPDT206	Paging Network of America, Inc.
GS	WPDT207	Paging Network of America, Inc.
GS	WPDT279	Paging Network of America, Inc.
GS	WPDT305	Paging Network of America, Inc.
GS	WPDU500	Paging Network of America, Inc.
GS	WPDU501	Paging Network of America, Inc.
GS	WPDU502	Paging Network of America, Inc.
GS	WPDU503	Paging Network of America, Inc.
GS	WPDU517	Paging Network of America, Inc.
GS	WPDU528	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0159

GS	WPDU539	Paging Network of America, Inc.
GS	WPDU551	Paging Network of America, Inc.
GS	WPDU552	Paging Network of America, Inc.
GS	WPDV252	Paging Network of America, Inc.
GS	WPDV644	Paging Network of America, Inc.
GS	WPDV760	Paging Network of America, Inc.
GS	WPDW274	Paging Network of America, Inc.
GS	WPDW286	Paging Network of America, Inc.
GS	WPDW379	Paging Network of America, Inc.
GS	WPDW380	Paging Network of America, Inc.
GS	WPDW381	Paging Network of America, Inc.
GS	WPDW382	Paging Network of America, Inc.
GS	WPDW383	Paging Network of America, Inc.
GS	WPDW384	Paging Network of America, Inc.
GS	WPDW386	Paging Network of America, Inc.
GS	WPDW387	Paging Network of America, Inc.
GS	WPDW388	Paging Network of America, Inc.
GS	WPDW390	Paging Network of America, Inc.
GS	WPDW397	Paging Network of America, Inc.
GS	WPDW398	Paging Network of America, Inc.
GS	WPDW399	Paging Network of America, Inc.
GS	WPDW408	Paging Network of America, Inc.
GS	WPDW409	Paging Network of America, Inc.
GS	WPEA256	Paging Network of America, Inc.
GS	WPEA257	Paging Network of America, Inc.
GS	WPEA258	Paging Network of America, Inc.
GS	WPEA259	Paging Network of America, Inc.
GS	WPEA260	Paging Network of America, Inc.
GS	WPEA261	Paging Network of America, Inc.
GS	WPEA262	Paging Network of America, Inc.
GS	WPEA263	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0160

GS	WPEA271	Paging Network of America, Inc.
GS	WPEA275	Paging Network of America, Inc.
GS	WPEA281	Paging Network of America, Inc.
GS	WPEB308	Paging Network of America, Inc.
GS	WPEB355	Paging Network of America, Inc.
GS	WPEB510	Paging Network of America, Inc.
GS	WPEB512	Paging Network of America, Inc.
GS	WPEC433	Paging Network of America, Inc.
GS	WPEC437	Paging Network of America, Inc.
GS	WPEC441	Paging Network of America, Inc.
GS	WPED543	Paging Network of America, Inc.
GS	WPED544	Paging Network of America, Inc.
GS	WPED583	Paging Network of America, Inc.
GS	WPEH523	Paging Network of America, Inc.
GS	WPEH559	Paging Network of America, Inc.
GS	WPEI697	Paging Network of America, Inc.
GS	WPEI725	Paging Network of America, Inc.
GS	WPES498	Paging Network of America, Inc.
GS	WPES502	Paging Network of America, Inc.
GS	WPFF867	Paging Network of America, Inc.
GS	WPFH549	Paging Network of America, Inc.
GS	WPFH551	Paging Network of America, Inc.
GS	WPFH562	Paging Network of America, Inc.
GS	WPFH571	Paging Network of America, Inc.
GS	WPFH583	Paging Network of America, Inc.
GS	WPFH592	Paging Network of America, Inc.
GS	WPFH596	Paging Network of America, Inc.
GS	WPFH635	Paging Network of America, Inc.
GS	WPFH639	Paging Network of America, Inc.
GS	WPFH965	Paging Network of America, Inc.
GS	WPFH966	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0161

GS	WPFH967	Paging Network of America, Inc.
GS	WPFH968	Paging Network of America, Inc.
GS	WPFH969	Paging Network of America, Inc.
GS	WPFI201	Paging Network of America, Inc.
GS	WPFI202	Paging Network of America, Inc.
GS	WPFI204	Paging Network of America, Inc.
GS	WPFI206	Paging Network of America, Inc.
GS	WPFI210	Paging Network of America, Inc.
GS	WPFI216	Paging Network of America, Inc.
GS	WPFI512	Paging Network of America, Inc.
GS	WPFI514	Paging Network of America, Inc.
GS	WPFI516	Paging Network of America, Inc.
GS	WPFI518	Paging Network of America, Inc.
GS	WPFI520	Paging Network of America, Inc.
GS	WPFI522	Paging Network of America, Inc.
GS	WPFI531	Paging Network of America, Inc.
GS	WPFI532	Paging Network of America, Inc.
GS	WPFI536	Paging Network of America, Inc.
GS	WPFI564	Paging Network of America, Inc.
GS	WPFI576	Paging Network of America, Inc.
GS	WPFI580	Paging Network of America, Inc.
GS	WPFI581	Paging Network of America, Inc.
GS	WPFI585	Paging Network of America, Inc.
GS	WPFI587	Paging Network of America, Inc.
GS	WPFI595	Paging Network of America, Inc.
GS	WPFI601	Paging Network of America, Inc.
GS	WPFI629	Paging Network of America, Inc.
GS	WPFI632	Paging Network of America, Inc.
GS	WPFI634	Paging Network of America, Inc.
GS	WPFI646	Paging Network of America, Inc.
GS	WPFI663	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0162

GS	WPFI665	Paging Network of America, Inc.
GS	WPFI668	Paging Network of America, Inc.
GS	WPFI669	Paging Network of America, Inc.
GS	WPFI675	Paging Network of America, Inc.
GS	WPFI677	Paging Network of America, Inc.
GS	WPFI679	Paging Network of America, Inc.
GS	WPFI684	Paging Network of America, Inc.
GS	WPFI685	Paging Network of America, Inc.
GS	WPFI702	Paging Network of America, Inc.
GS	WPFJ546	Paging Network of America, Inc.
GS	WPFJ960	Paging Network of America, Inc.
GS	WPFJ961	Paging Network of America, Inc.
GS	WPFJ970	Paging Network of America, Inc.
GS	WPFJ973	Paging Network of America, Inc.
GS	WPFK256	Paging Network of America, Inc.
GS	WPFK258	Paging Network of America, Inc.
GS	WPFK271	Paging Network of America, Inc.
GS	WPFK275	Paging Network of America, Inc.
GS	WPFK280	Paging Network of America, Inc.
GS	WPFK286	Paging Network of America, Inc.
GS	WPFK290	Paging Network of America, Inc.
GS	WPFK291	Paging Network of America, Inc.
GS	WPFK294	Paging Network of America, Inc.
GS	WPFK299	Paging Network of America, Inc.
GS	WPFK302	Paging Network of America, Inc.
GS	WPFK303	Paging Network of America, Inc.
GS	WPFK329	Paging Network of America, Inc.
GS	WPFK339	Paging Network of America, Inc.
GS	WPFK343	Paging Network of America, Inc.
GS	WPFK347	Paging Network of America, Inc.
GS	WPFK351	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0163

GS	WPFM213	Paging Network of America, Inc.
GS	WPFM622	Paging Network of America, Inc.
GS	WPFM623	Paging Network of America, Inc.
GS	WPFM626	Paging Network of America, Inc.
GS	WPFM634	Paging Network of America, Inc.
GS	WPFM669	Paging Network of America, Inc.
GS	WPFM799	Paging Network of America, Inc.
GS	WPFM800	Paging Network of America, Inc.
GS	WPFM801	Paging Network of America, Inc.
GS	WPFM802	Paging Network of America, Inc.
GS	WPFM803	Paging Network of America, Inc.
GS	WPFM865	Paging Network of America, Inc.
GS	WPFM879	Paging Network of America, Inc.
GS	WPFM880	Paging Network of America, Inc.
GS	WPFM883	Paging Network of America, Inc.
GS	WPFM884	Paging Network of America, Inc.
GS	WPFM886	Paging Network of America, Inc.
GS	WPFM887	Paging Network of America, Inc.
GS	WPFM916	Paging Network of America, Inc.
GS	WPFN258	Paging Network of America, Inc.
GS	WPFN274	Paging Network of America, Inc.
GS	WPFN276	Paging Network of America, Inc.
GS	WPFN277	Paging Network of America, Inc.
GS	WPFN278	Paging Network of America, Inc.
GS	WPFN386	Paging Network of America, Inc.
GS	WPFN387	Paging Network of America, Inc.
GS	WPFN389	Paging Network of America, Inc.
GS	WPFN390	Paging Network of America, Inc.
GS	WPFN392	Paging Network of America, Inc.
GS	WPFN393	Paging Network of America, Inc.
GS	WPFN431	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0164

GS	WPFN433	Paging Network of America, Inc.
GS	WPFN452	Paging Network of America, Inc.
GS	WPFN457	Paging Network of America, Inc.
GS	WPFN487	Paging Network of America, Inc.
GS	WPFN490	Paging Network of America, Inc.
GS	WPFN504	Paging Network of America, Inc.
GS	WPFN510	Paging Network of America, Inc.
GS	WPFN518	Paging Network of America, Inc.
GS	WPFN522	Paging Network of America, Inc.
GS	WPFN527	Paging Network of America, Inc.
GS	WPFN528	Paging Network of America, Inc.
GS	WPFN530	Paging Network of America, Inc.
GS	WPFN531	Paging Network of America, Inc.
GS	WPFN542	Paging Network of America, Inc.
GS	WPFN546	Paging Network of America, Inc.
GS	WPFN570	Paging Network of America, Inc.
GS	WPFN789	Paging Network of America, Inc.
GS	WPFN797	Paging Network of America, Inc.
GS	WPFN809	Paging Network of America, Inc.
GS	WPFN829	Paging Network of America, Inc.
GS	WPFN841	Paging Network of America, Inc.
GS	WPFN849	Paging Network of America, Inc.
GS	WPFN853	Paging Network of America, Inc.
GS	WPFN858	Paging Network of America, Inc.
GS	WPFN959	Paging Network of America, Inc.
GS	WPFN960	Paging Network of America, Inc.
GS	WPFP233	Paging Network of America, Inc.
GS	WPFP234	Paging Network of America, Inc.
GS	WPFP239	Paging Network of America, Inc.
GS	WPFP842	Paging Network of America, Inc.
GS	WPFQ510	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0165

GS	WPFW838	Paging Network of America, Inc.
GS	WPFX208	Paging Network of America, Inc.
GS	WPFZ826	Paging Network of America, Inc.
GS	WPFZ869	Paging Network of America, Inc.
GS	WPFZ870	Paging Network of America, Inc.
GS	WPFZ878	Paging Network of America, Inc.
GS	WPFZ880	Paging Network of America, Inc.
GS	WPFZ881	Paging Network of America, Inc.
GS	WPFZ890	Paging Network of America, Inc.
GS	WPGD567	Paging Network of America, Inc.
GS	WPGF227	Paging Network of America, Inc.
GS	WPGF238	Paging Network of America, Inc.
GS	WPGF240	Paging Network of America, Inc.
GS	WPGF251	Paging Network of America, Inc.
GS	WPGF811	Paging Network of America, Inc.
GS	WPGH883	Paging Network of America, Inc.
GS	WPGH918	Paging Network of America, Inc.
GS	WPGH919	Paging Network of America, Inc.
GS	WPGH923	Paging Network of America, Inc.
GS	WPGH938	Paging Network of America, Inc.
GS	WPGH958	Paging Network of America, Inc.
GS	WPGI854	Paging Network of America, Inc.
GS	WPGI907	Paging Network of America, Inc.
GS	WPGJ692	Paging Network of America, Inc.
GS	WPGJ906	Paging Network of America, Inc.
GS	WPGK586	Paging Network of America, Inc.
GS	WPGK613	Paging Network of America, Inc.
GS	WPGK617	Paging Network of America, Inc.
GS	WPGM646	Paging Network of America, Inc.
GS	WPGM663	Paging Network of America, Inc.
GS	WPGM665	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0166

GS	WPGM676	Paging Network of America, Inc.
GS	WPGM677	Paging Network of America, Inc.
GS	WPGM683	Paging Network of America, Inc.
GS	WPGM684	Paging Network of America, Inc.
GS	WPGM690	Paging Network of America, Inc.
GS	WPGM695	Paging Network of America, Inc.
GS	WPGM696	Paging Network of America, Inc.
GS	WPGM697	Paging Network of America, Inc.
GS	WPGM706	Paging Network of America, Inc.
GS	WPGM709	Paging Network of America, Inc.
GS	WPGM712	Paging Network of America, Inc.
GS	WPGM713	Paging Network of America, Inc.
GS	WPGM723	Paging Network of America, Inc.
GS	WPGM724	Paging Network of America, Inc.
GS	WPGN604	Paging Network of America, Inc.
GS	WPGN606	Paging Network of America, Inc.
GS	WPGN607	Paging Network of America, Inc.
GS	WPGN702	Paging Network of America, Inc.
GS	WPGN706	Paging Network of America, Inc.
GS	WPGN707	Paging Network of America, Inc.
GS	WPGP623	Paging Network of America, Inc.
GS	WPGP624	Paging Network of America, Inc.
GS	WPGP632	Paging Network of America, Inc.
GS	WPGP635	Paging Network of America, Inc.
GS	WPGQ359	Paging Network of America, Inc.
GS	WPGQ375	Paging Network of America, Inc.
GS	WPGQ379	Paging Network of America, Inc.
GS	WPGQ395	Paging Network of America, Inc.
GS	WPGQ421	Paging Network of America, Inc.
GS	WPGQ422	Paging Network of America, Inc.
GS	WPGQ426	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0167

GS	WPGQ430	Paging Network of America, Inc.
GS	WPGQ433	Paging Network of America, Inc.
GS	WPGQ434	Paging Network of America, Inc.
GS	WPGQ437	Paging Network of America, Inc.
GS	WPGQ441	Paging Network of America, Inc.
GS	WPGQ445	Paging Network of America, Inc.
GS	WPGQ446	Paging Network of America, Inc.
GS	WPGQ449	Paging Network of America, Inc.
GS	WPGQ450	Paging Network of America, Inc.
GS	WPGQ460	Paging Network of America, Inc.
GS	WPGQ464	Paging Network of America, Inc.
GS	WPGQ468	Paging Network of America, Inc.
GS	WPGQ469	Paging Network of America, Inc.
GS	WPGQ477	Paging Network of America, Inc.
GS	WPGQ496	Paging Network of America, Inc.
GS	WPGQ526	Paging Network of America, Inc.
GS	WPGR382	Paging Network of America, Inc.
GS	WPGR612	Paging Network of America, Inc.
GS	WPGR613	Paging Network of America, Inc.
GS	WPGR614	Paging Network of America, Inc.
GS	WPGR625	Paging Network of America, Inc.
GS	WPGR634	Paging Network of America, Inc.
GS	WPGR636	Paging Network of America, Inc.
GS	WPGR649	Paging Network of America, Inc.
GS	WPGR652	Paging Network of America, Inc.
GS	WPGR663	Paging Network of America, Inc.
GS	WPGR682	Paging Network of America, Inc.
GS	WPGR687	Paging Network of America, Inc.
GS	WPGR975	Paging Network of America, Inc.
GS	WPGR987	Paging Network of America, Inc.
GS	WPGR992	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0168

GS	WPGT453	Paging Network of America, Inc.
GS	WPGT473	Paging Network of America, Inc.
GS	WPGT484	Paging Network of America, Inc.
GS	WPGT488	Paging Network of America, Inc.
GS	WPGT492	Paging Network of America, Inc.
GS	WPGT493	Paging Network of America, Inc.
GS	WPGT520	Paging Network of America, Inc.
GS	WPGT544	Paging Network of America, Inc.
GS	WPGT566	Paging Network of America, Inc.
GS	WPGT619	Paging Network of America, Inc.
GS	WPGT620	Paging Network of America, Inc.
GS	WPGT637	Paging Network of America, Inc.
GS	WPGU237	Paging Network of America, Inc.
GS	WPGU336	Paging Network of America, Inc.
GS	WPGU337	Paging Network of America, Inc.
GS	WPGU338	Paging Network of America, Inc.
GS	WPGU384	Paging Network of America, Inc.
GS	WPGU391	Paging Network of America, Inc.
GS	WPGV365	Paging Network of America, Inc.
GS	WPGV379	Paging Network of America, Inc.
GS	WPGV383	Paging Network of America, Inc.
GS	WPGV521	Paging Network of America, Inc.
GS	WPGV533	Paging Network of America, Inc.
GS	WPGW877	Paging Network of America, Inc.
GS	WPGW878	Paging Network of America, Inc.
GS	WPGW879	Paging Network of America, Inc.
GS	WPGX591	Paging Network of America, Inc.
GS	WPGX594	Paging Network of America, Inc.
GS	WPGX618	Paging Network of America, Inc.
GS	WPGX620	Paging Network of America, Inc.
GS	WPGX653	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0169

GS	WPGX674	Paging Network of America, Inc.
GS	WPGX675	Paging Network of America, Inc.
GS	WPGX686	Paging Network of America, Inc.
GS	WPGX703	Paging Network of America, Inc.
GS	WPGX803	Paging Network of America, Inc.
GS	WPGY694	Paging Network of America, Inc.
GS	WPGZ933	Paging Network of America, Inc.
GS	WPGZ934	Paging Network of America, Inc.
GS	WPGZ935	Paging Network of America, Inc.
GS	WPGZ938	Paging Network of America, Inc.
GS	WPGZ939	Paging Network of America, Inc.
GS	WPGZ944	Paging Network of America, Inc.
GS	WPGZ953	Paging Network of America, Inc.
GS	WPGZ990	Paging Network of America, Inc.
GS	WPGZ994	Paging Network of America, Inc.
GS	WPGZ998	Paging Network of America, Inc.
GS	WPHA342	Paging Network of America, Inc.
GS	WPHA350	Paging Network of America, Inc.
GS	WPHA351	Paging Network of America, Inc.
GS	WPHA352	Paging Network of America, Inc.
GS	WPHA358	Paging Network of America, Inc.
GS	WPHA370	Paging Network of America, Inc.
GS	WPHA371	Paging Network of America, Inc.
GS	WPHA372	Paging Network of America, Inc.
GS	WPHA385	Paging Network of America, Inc.
GS	WPHA387	Paging Network of America, Inc.
GS	WPHA389	Paging Network of America, Inc.
GS	WPHA431	Paging Network of America, Inc.
GS	WPHA434	Paging Network of America, Inc.
GS	WPHA435	Paging Network of America, Inc.
GS	WPHA451	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0170

GS	WPHA454	Paging Network of America, Inc.
GS	WPHA455	Paging Network of America, Inc.
GS	WPHA463	Paging Network of America, Inc.
GS	WPHA471	Paging Network of America, Inc.
GS	WPHA475	Paging Network of America, Inc.
GS	WPHA479	Paging Network of America, Inc.
GS	WPHA487	Paging Network of America, Inc.
GS	WPHA495	Paging Network of America, Inc.
GS	WPHA499	Paging Network of America, Inc.
GS	WPHA503	Paging Network of America, Inc.
GS	WPHA507	Paging Network of America, Inc.
GS	WPHA511	Paging Network of America, Inc.
GS	WPHA515	Paging Network of America, Inc.
GS	WPHA519	Paging Network of America, Inc.
GS	WPHA523	Paging Network of America, Inc.
GS	WPHA527	Paging Network of America, Inc.
GS	WPHA578	Paging Network of America, Inc.
GS	WPHA579	Paging Network of America, Inc.
GS	WPHA580	Paging Network of America, Inc.
GS	WPHA582	Paging Network of America, Inc.
GS	WPHA583	Paging Network of America, Inc.
GS	WPHA584	Paging Network of America, Inc.
GS	WPHA727	Paging Network of America, Inc.
GS	WPHA820	Paging Network of America, Inc.
GS	WPHA824	Paging Network of America, Inc.
GS	WPHA828	Paging Network of America, Inc.
GS	WPHA836	Paging Network of America, Inc.
GS	WPHA850	Paging Network of America, Inc.
GS	WPHA899	Paging Network of America, Inc.
GS	WPHA907	Paging Network of America, Inc.
GS	WPHA932	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0171

GS	WPHA948	Paging Network of America, Inc.
GS	WPHA980	Paging Network of America, Inc.
GS	WPHB214	Paging Network of America, Inc.
GS	WPHB216	Paging Network of America, Inc.
GS	WPHB232	Paging Network of America, Inc.
GS	WPHB332	Paging Network of America, Inc.
GS	WPHB340	Paging Network of America, Inc.
GS	WPHB433	Paging Network of America, Inc.
GS	WPHB444	Paging Network of America, Inc.
GS	WPHB445	Paging Network of America, Inc.
GS	WPHB446	Paging Network of America, Inc.
GS	WPHB448	Paging Network of America, Inc.
GS	WPHB449	Paging Network of America, Inc.
GS	WPHB450	Paging Network of America, Inc.
GS	WPHB451	Paging Network of America, Inc.
GS	WPHB452	Paging Network of America, Inc.
GS	WPHB458	Paging Network of America, Inc.
GS	WPHB459	Paging Network of America, Inc.
GS	WPHB536	Paging Network of America, Inc.
GS	WPHB540	Paging Network of America, Inc.
GS	WPHB544	Paging Network of America, Inc.
GS	WPHB548	Paging Network of America, Inc.
GS	WPHB552	Paging Network of America, Inc.
GS	WPHB556	Paging Network of America, Inc.
GS	WPHB560	Paging Network of America, Inc.
GS	WPHB564	Paging Network of America, Inc.
GS	WPHB572	Paging Network of America, Inc.
GS	WPHB608	Paging Network of America, Inc.
GS	WPHB613	Paging Network of America, Inc.
GS	WPHB617	Paging Network of America, Inc.
GS	WPHB620	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0172

GS	WPHB646	Paging Network of America, Inc.
GS	WPHB650	Paging Network of America, Inc.
GS	WPHB654	Paging Network of America, Inc.
GS	WPHB894	Paging Network of America, Inc.
GS	WPHB923	Paging Network of America, Inc.
GS	WPHB927	Paging Network of America, Inc.
GS	WPHB931	Paging Network of America, Inc.
GS	WPHB953	Paging Network of America, Inc.
GS	WPHB957	Paging Network of America, Inc.
GS	WPHB961	Paging Network of America, Inc.
GS	WPHC556	Paging Network of America, Inc.
GS	WPHC560	Paging Network of America, Inc.
GS	WPHC588	Paging Network of America, Inc.
GS	WPHC589	Paging Network of America, Inc.
GS	WPHC593	Paging Network of America, Inc.
GS	WPHC673	Paging Network of America, Inc.
GS	WPHC703	Paging Network of America, Inc.
GS	WPHC712	Paging Network of America, Inc.
GS	WPHC716	Paging Network of America, Inc.
GS	WPHC720	Paging Network of America, Inc.
GS	WPHC724	Paging Network of America, Inc.
GS	WPHC728	Paging Network of America, Inc.
GS	WPHC911	Paging Network of America, Inc.
GS	WPHC915	Paging Network of America, Inc.
GS	WPHC926	Paging Network of America, Inc.
GS	WPHC942	Paging Network of America, Inc.
GS	WPHC946	Paging Network of America, Inc.
GS	WPHD246	Paging Network of America, Inc.
GS	WPHD370	Paging Network of America, Inc.
GS	WPHD397	Paging Network of America, Inc.
GS	WPHD421	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0173

GS	WPHD422	Paging Network of America, Inc.
GS	WPHD828	Paging Network of America, Inc.
GS	WPHD832	Paging Network of America, Inc.
GS	WPHD844	Paging Network of America, Inc.
GS	WPHD848	Paging Network of America, Inc.
GS	WPHD864	Paging Network of America, Inc.
GS	WPHD921	Paging Network of America, Inc.
GS	WPHD934	Paging Network of America, Inc.
GS	WPHD941	Paging Network of America, Inc.
GS	WPHE346	Paging Network of America, Inc.
GS	WPHE347	Paging Network of America, Inc.
GS	WPHE494	Paging Network of America, Inc.
GS	WPHE499	Paging Network of America, Inc.
GS	WPHE540	Paging Network of America, Inc.
GS	WPHE584	Paging Network of America, Inc.
GS	WPHE596	Paging Network of America, Inc.
GS	WPHE890	Paging Network of America, Inc.
GS	WPHE924	Paging Network of America, Inc.
GS	WPHF285	Paging Network of America, Inc.
GS	WPHF375	Paging Network of America, Inc.
GS	WPHF441	Paging Network of America, Inc.
GS	WPHF464	Paging Network of America, Inc.
GS	WPHF590	Paging Network of America, Inc.
GS	WPHF633	Paging Network of America, Inc.
GS	WPHG878	Paging Network of America, Inc.
GS	WPHG891	Paging Network of America, Inc.
GS	WPHG901	Paging Network of America, Inc.
GS	WPHI487	Paging Network of America, Inc.
GS	WPHI488	Paging Network of America, Inc.
GS	WPHI497	Paging Network of America, Inc.
GS	WPHI499	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0174

GS	WPHI500	Paging Network of America, Inc.
GS	WPHI504	Paging Network of America, Inc.
GS	WPHI517	Paging Network of America, Inc.
GS	WPHI525	Paging Network of America, Inc.
GS	WPHI531	Paging Network of America, Inc.
GS	WPHI533	Paging Network of America, Inc.
GS	WPHI574	Paging Network of America, Inc.
GS	WPHI578	Paging Network of America, Inc.
GS	WPHI582	Paging Network of America, Inc.
GS	WPHI625	Paging Network of America, Inc.
GS	WPHI637	Paging Network of America, Inc.
GS	WPHI641	Paging Network of America, Inc.
GS	WPHJ411	Paging Network of America, Inc.
GS	WPHJ479	Paging Network of America, Inc.
GS	WPHJ488	Paging Network of America, Inc.
GS	WPHJ543	Paging Network of America, Inc.
GS	WPHJ556	Paging Network of America, Inc.
GS	WPHJ627	Paging Network of America, Inc.
GS	WPHK223	Paging Network of America, Inc.
GS	WPHK251	Paging Network of America, Inc.
GS	WPHK266	Paging Network of America, Inc.
GS	WPHK284	Paging Network of America, Inc.
GS	WPHK810	Paging Network of America, Inc.
GS	WPHK984	Paging Network of America, Inc.
GS	WPHK987	Paging Network of America, Inc.
GS	WPHK988	Paging Network of America, Inc.
GS	WPHK991	Paging Network of America, Inc.
GS	WPHK996	Paging Network of America, Inc.
GS	WPHK998	Paging Network of America, Inc.
GS	WPHK999	Paging Network of America, Inc.
GS	WPHM274	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0175

GS	WPHM275	Paging Network of America, Inc.
GS	WPHM879	Paging Network of America, Inc.
GS	WPHM883	Paging Network of America, Inc.
GS	WPHP457	Paging Network of America, Inc.
GS	WPHP789	Paging Network of America, Inc.
GS	WPHP790	Paging Network of America, Inc.
GS	WPHP794	Paging Network of America, Inc.
GS	WPHP796	Paging Network of America, Inc.
GS	WPHP821	Paging Network of America, Inc.
GS	WPHP825	Paging Network of America, Inc.
GS	WPHP873	Paging Network of America, Inc.
GS	WPHP880	Paging Network of America, Inc.
GS	WPHR744	Paging Network of America, Inc.
GS	WPHR759	Paging Network of America, Inc.
GS	WPHR778	Paging Network of America, Inc.
GS	WPHR795	Paging Network of America, Inc.
GS	WPHS822	Paging Network of America, Inc.
GS	WPHS997	Paging Network of America, Inc.
GS	WPHT220	Paging Network of America, Inc.
GS	WPHT221	Paging Network of America, Inc.
GS	WPHT271	Paging Network of America, Inc.
GS	WPHT393	Paging Network of America, Inc.
GS	WPHT451	Paging Network of America, Inc.
GS	WPHT459	Paging Network of America, Inc.
GS	WPHT462	Paging Network of America, Inc.
GS	WPHT466	Paging Network of America, Inc.
GS	WPHT478	Paging Network of America, Inc.
GS	WPHT834	Paging Network of America, Inc.
GS	WPHT913	Paging Network of America, Inc.
GS	WPHT997	Paging Network of America, Inc.
GS	WPHU205	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0176

GS	WPHU279	Paging Network of America, Inc.
GS	WPHU283	Paging Network of America, Inc.
GS	WPHV423	Paging Network of America, Inc.
GS	WPHV424	Paging Network of America, Inc.
GS	WPHV429	Paging Network of America, Inc.
GS	WPHV497	Paging Network of America, Inc.
GS	WPHV696	Paging Network of America, Inc.
GS	WPHV718	Paging Network of America, Inc.
GS	WPHV720	Paging Network of America, Inc.
GS	WPHV728	Paging Network of America, Inc.
GS	WPHV746	Paging Network of America, Inc.
GS	WPHV801	Paging Network of America, Inc.
GS	WPHW344	Paging Network of America, Inc.
GS	WPHW388	Paging Network of America, Inc.
GS	WPHW392	Paging Network of America, Inc.
GS	WPHW400	Paging Network of America, Inc.
GS	WPHW441	Paging Network of America, Inc.
GS	WPHW442	Paging Network of America, Inc.
GS	WPHW444	Paging Network of America, Inc.
GS	WPHX288	Paging Network of America, Inc.
GS	WPHX292	Paging Network of America, Inc.
GS	WPHX370	Paging Network of America, Inc.
GS	WPHX398	Paging Network of America, Inc.
GS	WPHX534	Paging Network of America, Inc.
GS	WPHX544	Paging Network of America, Inc.
GS	WPHX546	Paging Network of America, Inc.
GS	WPHX572	Paging Network of America, Inc.
GS	WPHX578	Paging Network of America, Inc.
GS	WPHX579	Paging Network of America, Inc.
GS	WPHX651	Paging Network of America, Inc.
GS	WPHX653	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0177

GS	WPHX724	Paging Network of America, Inc.
GS	WPHX837	Paging Network of America, Inc.
GS	WPHX880	Paging Network of America, Inc.
GS	WPHX912	Paging Network of America, Inc.
GS	WPHY310	Paging Network of America, Inc.
GS	WPHY372	Paging Network of America, Inc.
GS	WPHY377	Paging Network of America, Inc.
GS	WPHY378	Paging Network of America, Inc.
GS	WPHY432	Paging Network of America, Inc.
GS	WPHY913	Paging Network of America, Inc.
GS	WPHY917	Paging Network of America, Inc.
GS	WPHZ276	Paging Network of America, Inc.
GS	WPHZ324	Paging Network of America, Inc.
GS	WPHZ341	Paging Network of America, Inc.
GS	WPHZ886	Paging Network of America, Inc.
GS	WPHZ948	Paging Network of America, Inc.
GS	WPHZ953	Paging Network of America, Inc.
GS	WPIA541	Paging Network of America, Inc.
GS	WPIA600	Paging Network of America, Inc.
GS	WPIA616	Paging Network of America, Inc.
GS	WPIA860	Paging Network of America, Inc.
GS	WPIA870	Paging Network of America, Inc.
GS	WPIB612	Paging Network of America, Inc.
GS	WPIB720	Paging Network of America, Inc.
GS	WPIB722	Paging Network of America, Inc.
GS	WPIB757	Paging Network of America, Inc.
GS	WPIB774	Paging Network of America, Inc.
GS	WPIC427	Paging Network of America, Inc.
GS	WPIC916	Paging Network of America, Inc.
GS	WPIC917	Paging Network of America, Inc.
GS	WPID318	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0178

GS	WPID323	Paging Network of America, Inc.
GS	WPID326	Paging Network of America, Inc.
GS	WPID390	Paging Network of America, Inc.
GS	WPID418	Paging Network of America, Inc.
GS	WPID602	Paging Network of America, Inc.
GS	WPID610	Paging Network of America, Inc.
GS	WPID727	Paging Network of America, Inc.
GS	WPIE325	Paging Network of America, Inc.
GS	WPIE328	Paging Network of America, Inc.
GS	WPIE354	Paging Network of America, Inc.
GS	WPIE408	Paging Network of America, Inc.
GS	WPIE409	Paging Network of America, Inc.
GS	WPIE410	Paging Network of America, Inc.
GS	WPIE412	Paging Network of America, Inc.
GS	WPIE707	Paging Network of America, Inc.
GS	WPIE929	Paging Network of America, Inc.
GS	WPIE933	Paging Network of America, Inc.
GS	WPIE934	Paging Network of America, Inc.
GS	WPIE936	Paging Network of America, Inc.
GS	WPIE940	Paging Network of America, Inc.
GS	WPIE963	Paging Network of America, Inc.
GS	WPIE964	Paging Network of America, Inc.
GS	WPIE965	Paging Network of America, Inc.
GS	WPIE968	Paging Network of America, Inc.
GS	WPIE971	Paging Network of America, Inc.
GS	WPIF399	Paging Network of America, Inc.
GS	WPIF410	Paging Network of America, Inc.
GS	WPIF429	Paging Network of America, Inc.
GS	WPIF437	Paging Network of America, Inc.
GS	WPIF741	Paging Network of America, Inc.
GS	WPIF998	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0179

GS	WPIG655	Paging Network of America, Inc.
GS	WPIH483	Paging Network of America, Inc.
GS	WPIH487	Paging Network of America, Inc.
GS	WPIH491	Paging Network of America, Inc.
GS	WPIH525	Paging Network of America, Inc.
GS	WPIH530	Paging Network of America, Inc.
GS	WPIH609	Paging Network of America, Inc.
GS	WPIH978	Paging Network of America, Inc.
GS	WPIH979	Paging Network of America, Inc.
GS	WPIH980	Paging Network of America, Inc.
GS	WPIH996	Paging Network of America, Inc.
GS	WPII204	Paging Network of America, Inc.
GS	WPII271	Paging Network of America, Inc.
GS	WPII715	Paging Network of America, Inc.
GS	WPIJ345	Paging Network of America, Inc.
GS	WPIJ359	Paging Network of America, Inc.
GS	WPIJ360	Paging Network of America, Inc.
GS	WPIJ382	Paging Network of America, Inc.
GS	WPIJ392	Paging Network of America, Inc.
GS	WPIJ395	Paging Network of America, Inc.
GS	WPIJ417	Paging Network of America, Inc.
GS	WPIJ422	Paging Network of America, Inc.
GS	WPIJ429	Paging Network of America, Inc.
GS	WPIJ430	Paging Network of America, Inc.
GS	WPIK334	Paging Network of America, Inc.
GS	WPIM468	Paging Network of America, Inc.
GS	WPIM501	Paging Network of America, Inc.
GS	WPIP400	Paging Network of America, Inc.
GS	WPIP798	Paging Network of America, Inc.
GS	WPIP807	Paging Network of America, Inc.
GS	WPIP825	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0180

GS	WPIP826	Paging Network of America, Inc.
GS	WPIP892	Paging Network of America, Inc.
GS	WPIP912	Paging Network of America, Inc.
GS	WPIP914	Paging Network of America, Inc.
GS	WPIP935	Paging Network of America, Inc.
GS	WPIQ223	Paging Network of America, Inc.
GS	WPIQ528	Paging Network of America, Inc.
GS	WPIQ547	Paging Network of America, Inc.
GS	WPIR761	Paging Network of America, Inc.
GS	WPIR808	Paging Network of America, Inc.
GS	WPIR811	Paging Network of America, Inc.
GS	WPIS757	Paging Network of America, Inc.
GS	WPIS761	Paging Network of America, Inc.
GS	WPIS772	Paging Network of America, Inc.
GS	WPIT377	Paging Network of America, Inc.
GS	WPIT646	Paging Network of America. Inc.
GS	WPIT650	Paging Network of America, Inc.
GS	WPIT678	Paging Network of America, Inc.
GS	WPIT687	Paging Network of America, Inc.
GS	WPIT688	Paging Network of America, Inc.
GS	WPIU654	Paging Network of America, Inc.
GS	WPIU662	Paging Network of America, Inc.
GS	WPIU665	Paging Network of America, Inc.
GS	WPIU676	Paging Network of America, Inc.
GS	WPIW594	Paging Network of America, Inc.
GS	WPIW596	Paging Network of America, Inc.
GS	WPIW974	Paging Network of America, Inc.
GS	WPIX231	Paging Network of America, Inc.
GS	WPIX604	Paging Network of America, Inc.
GS	WPIX631	Paging Network of America, Inc.
GS	WPIX636	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0181

GS	WPIX637	Paging Network of America, Inc.
GS	WPIY287	Paging Network of America, Inc.
GS	WPIY459	Paging Network of America, Inc.
GS	WPIY791	Paging Network of America, Inc.
GS	WPIY829	Paging Network of America, Inc.
GS	WPIY837	Paging Network of America, Inc.
GS	WPIY841	Paging Network of America, Inc.
GS	WPIZ399	Paging Network of America, Inc.
GS	WPJG268	Paging Network of America, Inc.
GS	WPJG272	Paging Network of America, Inc.
GS	WPJG340	Paging Network of America, Inc.
GS	WPJG343	Paging Network of America, Inc.
GS	WPJG684	Paging Network of America, Inc.
GS	WPJG685	Paging Network of America, Inc.
GS	WPJG706	Paging Network of America, Inc.
GS	WPJG768	Paging Network of America, Inc.
GS	WPJQ985	Paging Network of America, Inc.
GS	WPJQ989	Paging Network of America, Inc.
GS	WPJR255	Paging Network of America, Inc.
GS	WPJR257	Paging Network of America, Inc.
GS	WPJR273	Paging Network of America, Inc.
GS	WPJR275	Paging Network of America, Inc.
GS	WPJR278	Paging Network of America, Inc.
GS	WPJR281	Paging Network of America, Inc.
GS	WPJR283	Paging Network of America, Inc.
GS	WPJR410	Paging Network of America, Inc.
GS	WPJR421	Paging Network of America, Inc.
GS	WPJR423	Paging Network of America, Inc.
GS	WPJR682	Paging Network of America, Inc.
GS	WPJR683	Paging Network of America, Inc.
GS	WPJR727	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0182

GS	WPJR730	Paging Network of America, Inc.
GS	WPJR731	Paging Network of America, Inc.
GS	WPJR826	Paging Network of America, Inc.
GS	WPJS678	Paging Network of America, Inc.
GS	WPJS679	Paging Network of America, Inc.
GS	WPJS683	Paging Network of America, Inc.
GS	WPJS690	Paging Network of America, Inc.
GS	WPJS692	Paging Network of America, Inc.
GS	WPJS705	Paging Network of America, Inc.
GS	WPJS777	Paging Network of America, Inc.
GS	WPJS786	Paging Network of America, Inc.
GS	WPJS844	Paging Network of America, Inc.
GS	WPJS905	Paging Network of America, Inc.
GS	WPJU303	Paging Network of America, Inc.
GS	WPJU317	Paging Network of America, Inc.
GS	WPJU318	Paging Network of America, Inc.
GS	WPJU319	Paging Network of America, Inc.
GS	WPJU321	Paging Network of America, Inc.
GS	WPJU609	Paging Network of America, Inc.
GS	WPJU614	Paging Network of America, Inc.
GS	WPJU628	Paging Network of America, Inc.
GS	WPJU629	Paging Network of America, Inc.
GS	WPJU631	Paging Network of America, Inc.
GS	WPJU632	Paging Network of America, Inc.
GS	WPJU634	Paging Network of America, Inc.
GS	WPJU640	Paging Network of America, Inc.
GS	WPJU646	Paging Network of America, Inc.
GS	WPJV271	Paging Network of America, Inc.
GS	WPJV274	Paging Network of America, Inc.
GS	WPJV276	Paging Network of America, Inc.
GS	WPJV324	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0183

GS	WPJV524	Paging Network of America, Inc.
GS	WPJV525	Paging Network of America, Inc.
GS	WPJV629	Paging Network of America, Inc.
GS	WPJV631	Paging Network of America, Inc.
GS	WPJV654	Paging Network of America, Inc.
GS	WPJV655	Paging Network of America, Inc.
GS	WPJV658	Paging Network of America, Inc.
GS	WPJV661	Paging Network of America, Inc.
GS	WPJV730	Paging Network of America, Inc.
GS	WPJV737	Paging Network of America, Inc.
GS	WPJW797	Paging Network of America, Inc.
GS	WPJW798	Paging Network of America, Inc.
GS	WPJW818	Paging Network of America, Inc.
GS	WPJW847	Paging Network of America, Inc.
GS	WPJW856	Paging Network of America, Inc.
GS	WPJW857	Paging Network of America, Inc.
GS	WPJW858	Paging Network of America, Inc.
GS	WPJW859	Paging Network of America, Inc.
GS	WPJW864	Paging Network of America, Inc.
GS	WPJX236	Paging Network of America, Inc.
GS	WPJX239	Paging Network of America, Inc.
GS	WPJX242	Paging Network of America, Inc.
GS	WPJX259	Paging Network of America, Inc.
GS	WPJX271	Paging Network of America, Inc.
GS	WPJX274	Paging Network of America, Inc.
GS	WPJX277	Paging Network of America, Inc.
GS	WPJX278	Paging Network of America, Inc.
GS	WPJX279	Paging Network of America, Inc.
GS	WPJX314	Paging Network of America, Inc.
GS	WPJX326	Paging Network of America, Inc.
GS	WPJX328	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0184

GS	WPJX329	Paging Network of America, Inc.
GS	WPJX331	Paging Network of America, Inc.
GS	WPJX333	Paging Network of America, Inc.
GS	WPJX334	Paging Network of America, Inc.
GS	WPJX336	Paging Network of America, Inc.
GS	WPJX338	Paging Network of America, Inc.
GS	WPJX340	Paging Network of America, Inc.
GS	WPJX351	Paging Network of America, Inc.
GS	WPJX573	Paging Network of America, Inc.
GS	WPJY382	Paging Network of America, Inc.
GS	WPJY878	Paging Network of America, Inc.
GS	WPJY947	Paging Network of America, Inc.
GS	WPJY976	Paging Network of America, Inc.
GS	WPJY981	Paging Network of America, Inc.
GS	WPJY995	Paging Network of America, Inc.
GS	WPJY997	Paging Network of America, Inc.
GS	WPJZ203	Paging Network of America, Inc.
GS	WPJZ205	Paging Network of America, Inc.
GS	WPJZ274	Paging Network of America, Inc.
GS	WPJZ289	Paging Network of America, Inc.
GS	WPJZ292	Paging Network of America, Inc.
GS	WPJZ293	Paging Network of America, Inc.
GS	WPJZ303	Paging Network of America, Inc.
GS	WPJZ729	Paging Network of America, Inc.
GS	WPKA854	Paging Network of America, Inc.
GS	WPKC577	Paging Network of America, Inc.
GS	WPKC712	Paging Network of America, Inc.
GS	WPKC855	Paging Network of America, Inc.
GS	WPKC856	Paging Network of America, Inc.
GS	WPKD826	Paging Network of America, Inc.
GS	WPKD827	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0185

GS	WPKD828	Paging Network of America, Inc.
GS	WPKE602	Paging Network of America, Inc.
GS	WPKH382	Paging Network of America, Inc.
GS	WPKJ506	Paging Network of America, Inc.
GS	WPKJ507	Paging Network of America, Inc.
GS	WPKL238	Paging Network of America, Inc.
GS	WPKL385	Paging Network of America, Inc.
GS	WPKM701	Paging Network of America, Inc.
GS	WPKN952	Paging Network of America, Inc.
GS	WPKN953	Paging Network of America, Inc.
GS	WPKS411	Paging Network of America, Inc.
GS	WPKS412	Paging Network of America, Inc.
GS	WPKT751	Paging Network of America, Inc.
GS	WPKT753	Paging Network of America, Inc.
GS	WPKT754	Paging Network of America, Inc.
GS	WPKU223	Paging Network of America, Inc.
GS	WPKU988	Paging Network of America, Inc.
GS	WPKU989	Paging Network of America, Inc.
GS	WPKU997	Paging Network of America, Inc.
GS	WPKW925	Paging Network of America, Inc.
GS	WPKW926	Paging Network of America, Inc.
GS	WPKW927	Paging Network of America, Inc.
GS	WPKX585	Paging Network of America, Inc.
GS	WPKX589	Paging Network of America, Inc.
GS	WPKX691	Paging Network of America, Inc.
GS	WPKX692	Paging Network of America, Inc.
GS	WPKX757	Paging Network of America, Inc.
GS	WPKX795	Paging Network of America, Inc.
GS	WPKY298	Paging Network of America, Inc.
GS	WPKY300	Paging Network of America, Inc.
GS	WPKZ921	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0186

GS	WPKZ933	Paging Network of America, Inc.
GS	WPKZ937	Paging Network of America, Inc.
GS	WPKZ940	Paging Network of America, Inc.
GS	WPLP499	Paging Network of America, Inc.
GS	WPLP500	Paging Network of America, Inc.
GS	WPLP501	Paging Network of America, Inc.
GS	WPLP553	Paging Network of America, Inc.
GS	WPLP645	Paging Network of America, Inc.
GS	WPLQ208	Paging Network of America, Inc.
GS	WPLT390	Paging Network of America, Inc.
GS	WPLU235	Paging Network of America, Inc.
GS	WPLU257	Paging Network of America, Inc.
GS	WPLU728	Paging Network of America, Inc.
GS	WPLV601	Paging Network of America, Inc.
GS	WPMC260	Paging Network of America, Inc.
GS	WPMC280	Paging Network of America, Inc.
GS	WPME819	Paging Network of America, Inc.
GS	WPMF745	Paging Network of America, Inc.
GS	WPMG510	Paging Network of America, Inc.
GS	WPMH345	Paging Network of America, Inc.
GS	WPMJ460	Paging Network of America, Inc.
GS	WPMJ462	Paging Network of America, Inc.
GS	WPMN732	Paging Network of America, Inc.
GS	WPMU632	Paging Network of America, Inc.
GS	WPPU589	Paging Network of America, Inc.
GS	WPPX623	Paging Network of America, Inc.
GS	WPQH918	Paging Network of America, Inc.
GS	WPRV713	Paging Network of America, Inc.
GS	WPRW230	Paging Network of America, Inc.
GS	WPSG657	Paging Network of America, Inc.
GS	WPSG658	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0187

GS	WPSG659	Paging Network of America, Inc.
GS	WPSG661	Paging Network of America, Inc.
GS	WPSG662	Paging Network of America, Inc.
GS	WPSH551	Paging Network of America, Inc.
GS	WPSH559	Paging Network of America, Inc.
GS	WPTB580	Paging Network of America, Inc.
GS	WPTB779	Paging Network of America, Inc.
GS	WPTE906	Paging Network of America, Inc.
GS	WPTE988	Paging Network of America, Inc.
GS	WPTK209	Paging Network of America, Inc.
GS	WPTK549	Paging Network of America, Inc.
GS	WPTK550	Paging Network of America, Inc.
GS	WPTK551	Paging Network of America, Inc.
GS	WPTQ218	Paging Network of America, Inc.
GS	WPTR575	Paging Network of America, Inc.
GS	WPTR587	Paging Network of America, Inc.
GS	WPTR592	Paging Network of America, Inc.
GS	WPTU736	Paging Network of America, Inc.
GS	WPTV687	Paging Network of America, Inc.
GS	WPTV689	Paging Network of America, Inc.
GS	WPTV690	Paging Network of America, Inc.
GS	WPUC380	Paging Network of America, Inc.
GS	WPUC969	Paging Network of America, Inc.
GS	WPUE576	Paging Network of America, Inc.
GS	WPUU344	Paging Network of America, Inc.
GS	WPUU824	Paging Network of America, Inc.
IG	WPIK482	Paging Network of America, Inc.
IK	WPIN924	Paging Network of America, Inc.
VSAT	E980420	Paging Network of America, Inc.

TRADEMARK
REEL: 002478 FRAME: 0188

SCHEDULE 3.1(a)(vi)
TO SECURITY AGREEMENT
DATED AS OF MAY 29, 2002

CAPITALIZATION OF SUBSIDIARIES

Subsidiary	No., Class and Par Value of Authorized Shares	No. of Issued Shares/Ownership Interests	Holders of Shares
Arch Wireless Communications, Inc.	1,000 Shares Common Stock, $.01 par value	100	Arch Wireless, Inc.
Paging Network Canadian Holdings, Inc.	1,000 shares common stock, $.01 par value	100	Arch Wireless, Inc.
PageNet SMR Sub, Inc.	1,000 shares common stock, $.01 par value	100	Arch Wireless, Inc.
Arch Wireless Holdings, Inc.	1,000 Shares, Common Stock, $.01 par value	100	Arch Wireless Communications, Inc.
Arch Connecticut Valley, Inc.	1,000 Shares Common Stock, $.01 par value	100	Arch Wireless Holdings, Inc.
Arch Communications Enterprises LLC	N/A	100% ownership interest	Arch Wireless Holdings, Inc.
Arch Canada Inc.	Unlimited Common Stock	100	Arch Wireless Holdings, Inc.
MobileMedia Communications, Inc.	1,000 Shares Common Stock, $.01 par value	1,000	Arch Wireless Holdings, Inc.
Mobile Communications Corporation of America	1,000 Shares Common Stock, $1.00 par value	100	MobileMedia Communications, Inc.
MobileMedia License Co., L.L.C.	N/A	100% ownership interest	Mobile Communications Corporation of America
ArchTel, Inc.	1,000 Shares Common Stock, $1.00 par value	100	Arch Wireless Holdings, Inc.
Benbow Investments, Inc.	1,000 Shares Common Stock, $.01 par value	200	Arch Wireless Holdings, Inc.
Paging Network, Inc.	1,000 Shares Common Stock, $.01 par value	1,000	Arch Wireless Holdings, Inc.

TRADEMARK
REEL: 002478 FRAME: 0190

SCHEDULE 3.1(a)(vi)
(Continued)

PageNet, Inc.	3,000 Shares Common Stock, $.01 par value	3,000	Paging Network, Inc.
Paging Network Finance Corp.	3,000 Shares Common Stock, $.01 par value	3,000	Paging Network, Inc.
Paging Network International, Inc.	3,000 Shares Common Stock, $.01 par value	3,000	Paging Network, Inc.
Paging Network of America, Inc.	3,000 Shares Common Stock, $.01 par value	3,000	PageNet, Inc.
Paging Network of Colorado, Inc.	3,000 Shares Common Stock, $.01 par value	3,000	Paging Network, Inc.
Paging Network of Michigan, Inc.	1,000 Shares Common Stock, Par value-None	1,000	Paging Network, Inc.
Paging Network of Northern California, Inc.	3,000 Shares Common Stock, $.01 par value	3,000	Paging Network, Inc.
Paging Network of San Francisco, Inc.	1,000 Shares Common Stock, Par Value-None	1,000	Paging Network, Inc.

TRADEMARK
REEL: 002478 FRAME: 0191

SCHEDULE 3.1(a)(vii)
TO SECURITY AGREEMENT
DATED AS OF MAY 29, 2002

LIST OF FILING OFFICES

Grantor	Filing Office
Arch Wireless, Inc.	Delaware Secretary of State
Arch Wireless Communications, Inc.	Delaware Secretary of State
Paging Network Canadian Holdings, Inc.	Delaware Secretary of State
PageNet SMR Sub, Inc.	Delaware Secretary of State
Arch Wireless Holdings, Inc.	Delaware Secretary of State
Arch Connecticut Valley, Inc.	Massachusetts Secretary of State
Arch Communications Enterprises, LLC	Delaware Secretary of State
MobileMedia Communications, Inc.	Delaware Secretary of State
Mobile Communications Corporation of America	Delaware Secretary of State
MobileMedia License Co., LLC	Delaware Secretary of State
ArchTel, Inc.	Delaware Secretary of State
Benbow Investments, Inc.	Delaware Secretary of State
Paging Network, Inc.	Delaware Secretary of State
PageNet, Inc.	Delaware Secretary of State
Paging Network Finance Corp.	Delaware Secretary of State
Paging Network International, Inc.	Delaware Secretary of State
Paging Network of America, Inc.	Delaware Secretary of State
Paging Network of Colorado, Inc.	Delaware Secretary of State
Paging Network of Michigan, Inc.	Delaware Secretary of State
Paging Network of Northern California, Inc.	Delaware Secretary of State

SCHEDULE 3.1(a)(vii)
(Continued)

Paging Network of San Francisco, Inc.	Delaware Secretary of State

TRADEMARK
REEL: 002478 FRAME: 0193

SCHEDULE 3.2
TO SECURITY AGREEMENT
DATED AS OF MAY 29, 2002

LIST OF LOCATIONS OF EQUIPMENT AND INVENTORY

ARCH WIRELESS, INC.
1800 West Park Drive
Suite 250,
Westborough, MA 01581

ARCH WIRELESS COMMUNICATIONS, INC.
1800 West Park Drive
Suite 250,
Westborough, MA 01581

PAGING NETWORK CANADIAN HOLDINGS, INC..
1800 West Park Drive
Suite 250,
Westborough, MA 01581

PAGENET SMR SUB, INC.
1800 West Park Drive
Suite 250,
Westborough, MA 01581

TRADEMARK
REEL: 002478 FRAME: 0194

ARCH WIRELESS HOLDINGS, INC.

ALABAMA	
211 Summit Parkway Suite 100 Birmingham, AL 35209	326 South University Blvd. Mobile, AL 35235
221 N. E. Boulevard – Unit 502 Montgomery, AL	2901 Zelda Road Montgomery, AL 36106
209 Oxmoor Boulevard – Unit B179 Birmingham, AL	209 Oxmoor Boulevard – Unit C122 Birmingham, AL
1945 Hoover Court – Unit 188 Birmingham, AL	7620 S. Memorial Parkway – Unit 404 Huntsville, AL
7620 S. Memorial Parkway – Unit 514 Huntsville, AL	664 Azalea Road – Unit 1203 Mobile, AL
708 Montlimar Road Unit K59 & K68 Mobile, AL	
ARIZONA	
543 West Elliot Road Unit F29 Tempe, AZ	543 West Elliot Road Unit C69 Tempe, AZ
543 West Elliot Road Unit C91 Tempe, AZ	543 West Elliot Road Unit F60 Tempe, AZ
543 West Elliot Road Unit G54 Tempe, AZ	543 West Elliot Road Unit C57 Tempe, AZ
3425 S 40th Street Unit 271 Phoenix, AZ	
CALIFORNIA	
4946 South Virginia Street Reno, CA	10275 Old Placerville Suite 12 Sacramento, CA
9011 Bermudez Street Unit 23 Pico Rivera, CA	9011 Bermudez Street Unit 24 Pico Rivera, CA
4437 Twain Avenue, #32 San Diego, CA	
COLORADO	

TRADEMARK
REEL: 002478 FRAME: 0195

816 South Tejon Street Colorado Springs, CO	7140 Irving Street Unit 05176 Westminster, CO
FLORIDA	
965 S. Semoran Boulevard – Unit 67 Winter Park, FL	Palm Beach Marketplace 1900 Okeechobee Boulevard Palm Beach, FL
8551 W. Sunrise Boulevard – Suite 102 Plantation, FL	1400 Powerline Road Pompano, FL
2893 Harbor City Drive Melbourne, FL	3115 East Silver Springs Boulevard Ocala, FL
1120 Holland Drive Boca Raton, FL	914 St. Clair Street Melbourne, FL
8300 N. University Drive – Unit 4112 Tamarac, FL	965 S. Semoran Boulevard – Unit 101A Winter Park, FL
GEORGIA	
2175 Parklake NE Atlanta, GA	1598 Norman Drive Valdosta, GA
3400 Lawrenceville Highway A139 Tucker, GA	3400 Lawrenceville Highway C118 Tucker, GA
3400 Lawrenceville Highway C122 Tucker, GA	
HAWAII	
2150 N. Nimitz Highway Unit I54 Honolulu, HI	
IDAHO	
6009 W. Franklin Road Unit 226 Boise, ID	
ILLINOIS	
1701 E. Woodfield Avenue – Suite 820 Schaumburg, IL	3217 Northfield Drive Springfield, IL
341 Frontage Road Unit A071 Burr Ridge, IL	25608 South Dixie Highway Building 4 Bay 31 Crete, IL
2945 Songamon Avenue Unit K 29 Springfield, IL	

TRADEMARK
REEL: 002478 FRAME: 0196

INDIANA	
4614 Coldwater Road, Suite E Fort Wayne, IN 46825	951 East 86th Street, Suite 100 Indianapolis, IN 46240
701 John Street Evansville, IN 47713	3522 Grape Road Mishawaka, IN
5401 Vogel Road Evansville, IN	1920 N. Green River Road Evansville, IN
1801 W. Coliseum Unit P570 Fort Wayne, IN	1801 W. Coliseum Unit P577 Fort Wayne, IN
6429 N. Keystone Avenue Units 400-412 Indianapolis, IN	5213 North Grape Road Space A1 Mishawaka, IN
IOWA	
4357 Czech Lane NE Cedar Rapids, IA	575 E. 53rd Street Davenport, IA
KANSAS	
10340 W 79th Street Shawnee, KS	8830 Long Street Unit I36 Lenexa, KS
8830 Long Street Unit B11 Lenexa, KS	8830 Long Street Unit E32 Lenexa, KS
1501 S. Mahaffie Circle Unit A-4 Olathe, KS	
KENTUCKY	
3111 Olivet Church Road Unit B20 Paducah, KY	2745 West Park Drive Paducah, KY 42003
3240 Lone Oak Road – Suite 185 S06 Paducah, KY	175 E. Main Street Lexington, KY
2595 Palumbo Drive Units 722 & 822 Lexington, KY	4127 Bardstown Road H015 Louisville, KY
4127 Bardstown Road J017 Louisville, KY	
LOUISIANA	

TRADEMARK
REEL: 002478 FRAME: 0197

4224 US Highway 90 East Broussard, LA	
MARYLAND	
10 Crossroads Drive Suite 206 & 216 Owings Mills, MD	
MASSACHUSETTS	
1800 West Park Drive Suite 250 Westborough, MA 01581	5 Washington Square Haverhill, MA
143 Doty Circle – Unit 172 West Springfield, MA	
MICHIGAN	
25330 Telegraph Road – Suite 102 Southfield, MI	2135 Sprinkle Road – Unit 1016 Kalamazoo, MI
1315 Chicago Road – Unit 2024 Troy, MI	
MISSISSIPPI	
130 Centre Street Ridgeland, MS	
MISSOURI	
12312 Olive Boulevard St. Louis, MO	3301 Rider Trail South Suite 150 Earth City, MO
12120 Dorsett Road Units 262 & 129 St. Louis, MO	12120 Dorsett Road Unit 225 St. Louis, MO
11580 Page Service Road Unit D24 St. Louis, MO	
NEW YORK	
8 West 38th Street, 6th Floor New York, NY	6443 Ridings Road Syracuse, NY
6813 Van Buren Boulevard Baldwinsvile, NY	3680 Buffalo Road Rochester, NY
OHIO	
11570 Mosteller Road Cincinnati, OH 45241	2303 North Main Street, Suite 3 Findlay, OH 45840

TRADEMARK
REEL: 002478 FRAME: 0198

1507 Baltimore Street Defiance, OH 43512	661 Midway Boulevard Elyria, OH 44035
1028 S. Holland Sylvania Road Unit 3017 Holland, OH	3005 N. Holland-Sylvania Toledo, OH 43615
1028 S. Holland Sylvania Road Unit 28 Holland, OH	24331-A Miles Road Warrensville Heights, OH 44128
PO Box 358 Rootstown, OH	330 East Wilson Bridge Road Suite 150 Worthington, OH 43085
6715 Tippecanoe Road Building D Lower Level Canfield, OH	One S. Main Street Suite 1-J & E2 Dayton, OH
Wright Point Two – Suite 111 5100 Springfield Park Dayton, OH	2555 E. Kemper Road Space 443 Cincinnati, OH
2555 E. Kemper Road B049 Cincinnati, OH	1028 S. Holland Sylvania Road Unit 3046 Holland, OH
NEW JERSEY	
61 South Paramus Road Paramus, NJ	12 Breidehoft Road Kearny, NJ
11 Commerce Drive Cranford, NJ	
NORTH CAROLINA	
225 Green Street – Suite 901 Fayetteville, NC	10111 Park Road Units D1 Charlotte, NC
7233 South Boulevard – Unit D180 Charlotte, NC	7233 South Boulevard – Unit E034 Charlotte, NC
7233 South Boulevard – Unit E035 Charlotte, NC	7233 South Boulevard – Unit E041 Charlotte, NC
7233 South Boulevard – Unit F046 Charlotte, NC	5517 Raeford Road Unit 484 Fayetteville, NC
3520 Bragg Boulevard – B 136 Fayetteville, NC	1803 Capital Boulevard Raleigh, NC
OLKAHOMA	
3690 East I-240 Service Road	

TRADEMARK
REEL: 002478 FRAME: 0199

Oklahoma City, OK	
OREGON	
392 E Third Ave. Eugene, OR	3508 SW Moody Street Unit B111 Portland, OR

TRADEMARK
REEL: 002478 FRAME: 0200

PENNSYLVANIA	
180 Fort Couch Road, Suite 150 Pittsburgh, PA 15241	6821 Peach Street Erie, PA 16509
SOUTH CAROLINA	
4130 Faber Place Drive - Suite 105 Charleston, SC	4365 Dorchester Road – Suite 509 Charleston, SC
4 North Kings Road Greenville, SC	
TENNESSEE	
2314 Lebanon Pike Nashville, TN 37211	3456 Poplar Avenue Memphis, TN 38111
2111 Gunbarrel Road Chattanooga, TN 37421	6739 Kingston Pike – Suite A Knoxville, TN
2939 Poplar Ave. Memphis, TN	2825 Lebanon Pike Unit 1001 Nashville, TN
TEXAS	
Gateway Commerce II 6330 Commerce Drive Dallas, TX	801 Klein Road Suite 200 Plano, TX
3100 Premier Drive Suite 100 & 204 Irving, TX	2016 Gilmer Road Longview, TXx
7606 Boeing, Suite J Locker 164 El Paso, TX	9333 Westheimer Unit 48 & 96 Houston, TX
8950 West Park Street Unit D7 Houston, TX	8950 West Park Street Unit D12 Houston, TX
UTAH	
3673 S. Redwood Road Unit A 057 West Valley City, UT	4317 South 300 West Unit 81 Murray, UT
4317 South 300 West Unit 103	

TRADEMARK
REEL: 002478 FRAME: 0201

Murray, UT	

TRADEMARK
REEL: 002478 FRAME: 0202

VIRGINIA	
5480 Virginia Beach Boulevard Scores Plaza Virginia Beach, VA	
WASHINGTON	
1111 118th Avenue SE #2 Unit 692 Bellevue, WA	North 7028 Division Unit 36 Spokane, WA
WISCONSIN	
8824 W. Brown Deer Road Unit 033 Milwaukee, WI	W229 N590 Foster Court Unit 022 Waukesha, WI
11122 West Lincoln Avenue West Allis, WI	

TRADEMARK
REEL: 002478 FRAME: 0203

ARCH CONNECTICUT VALLEY, INC.

CONNECTICUT	
2434 Berlin Turnpike Newington, CT 06111	
MAINE	
710 Forest Avenue Portland, ME 04103	
MASSACHUSETTS	
1800 West Park Drive Suite 250 Westborough, MA 01581	999 Broadway Saugus, MA 01906
334 Boston Turnpike Shrewsbury, MA 01545	
NEW YORK	
Village Square 1770 Central Avenue Albany, NY 12205	

ARCH COMMUNICATIONS ENTERPRISES, LLC

ARIZONA	
1100 W. Grove Parkway Suite 102 Tempe, AZ 85283	4575 South Palo Verde, Suite 327 Tucson, AZ 85714
COLORADO	
6401 Broadway, Unit D Denver, CO 80221	
FLORIDA	
3915 East Colonial Drive Orlando, FL 32803	158 Ridgewood Avenue Holly Hill, FL 32117
GEORGIA	

TRADEMARK
REEL: 002478 FRAME: 0204

2200 Northlake Parkway, Suite 205 Tucker, GA 30084	3328 Washington Road Augusta, GA
IDAHO	
7211 Franklin Road Boise, ID 83709	
IOWA	
3301 Pennsylvania Avenue, Suite 101 Dubuque, IA 52001	10860 Hickman Road Des Moines, IA 50325
5259 Jersey Ridge Road Davenport, IA 52807	
LOUISIANA	
445 N. Sixth Street P.O. Box 1388 Baton Rouge, LA 70821	167 Industrial Parkway Lafayette, LA 70508
4241 Veterans Memorial Blvd. Suites A & D Metairie, LA 70004	
MASSACHUSETTS	
1800 West Park Drive, Stuie 250 Westborough, MA 01581	
MICHIGAN	
The Trade Center 21 Ionia, NW Grand Rapids, MI 49503	3000 East Michigan Avenue Lansing, MI 48912
MINNESOTA	
11437 Valley View Road Eden Prairie, MN 55344	
NEBRASKA	

TRADEMARK
REEL: 002478 FRAME: 0205

122 South 78th Street Omaha, NE 68114	
NEW MEXICO	
3830 Singer Blvd., NE Suite 4000 Albuquerque, NM 87109	604 Alta Vista Santa Fe, NM 87501
NEW YORK	
Village Square 1770 Central Avenue Albany, NY 12205	2870 Niagara Falls Blvd. Ellicott Creek Plaza Amherst, NY 14228
10 Hemlock Street Latham, NY 12110	1180 Route 9, Suite 1 Wappingers Falls, NY 12590
6075 East Molloy Road, Bldg. 5 Syracuse, NY 13211	
NORTH CAROLINA	
4710-B Market Street Wilmington, NC 28405	6701 Carmel Road, Suite 105 Charlotte, NC 28226
4205 Old Wake Forest Road Suite 201 Raleigh, NC 27609	5033-L South Boulevard Charlotte, NC 28210
13347 South Point Boulevard Charlotte, NC	4004-B Spring Garden Street Spring Garden Plaza Greensboro, NC 27407
NORTH DAKOTA	
1401 32nd Street, SW Fargo, ND 58103	

TRADEMARK
REEL: 002478 FRAME: 0206

OREGON	
312 SE Dell Lane Bend, OR 97702	1560 Biddle Road, Suite A Medford, OR 97504
5901 SW Macadem Avenue #200 Portland, OR 97201	
SOUTH CAROLINA	
1722/1724 Broad River Road Columbia, SC 29210	
UTAH	
2212 S.W. Temple Suite 8 Salt Lake City, UT	
WISCONSIN	
7961 North 76th Street, Suite 11 Milwaukee, WI 53223	

MOBILEMEDIA COMMUNICATIONS, INC.
None

MOBILE COMMUNICATIONS CORPORATION OF AMERICA

ALABAMA	
175 West Oxmoor Road Homewood, AL	
CALIFORNIA	
215 East 18th Street Bakersfield, CA 93305	10461 Old Placerville Rd., Suite 150 Sacramento, CA 95827
73680 Highway 111 Palm Desert, CA 92260	819 West Church Street Santa Maria, CA

TRADEMARK
REEL: 002478 FRAME: 0207

2301 West Olive Street Burbank, CA 91506	101 South First Street, Suite 300 Burbank, CA 91502
323 Rianda Street Salinas, CA 93901	6 Centerpointe Drive, Suite 640 La Palma, CA 90623
100 N. First Street Burbank, CA	433 E. Keats, Suite 9 Fresno, CA
COLORADO	
910 15th Street, Suite 665 Denver, CO	
CONNECTICUT	
65 Louis Street, Unit E Newington, CT 06111	
DELAWARE	
230 University Plaza Newark, DE 19702	
FLORIDA	
8380 Bay Meadows Rd., Suite 7 Jacksonville, FL 32256	1100 Beck Avenue Panama City, FL
4405 Bayou Blvd. Pensacola, FL 32503	5850 Powerline Rd., #Q045 Fort Lauderdale, FL
1915 N. Dale Mabry Highway #100 Tampa, FL 33607	944 Creighton Road Pensacola, FL
HAWAII	
1050 Queen Street, Suite 100 Honolulu, HI 96814	
ILLINOIS	
1121 N. Main St. Lombard, IL 60148	

TRADEMARK
REEL: 002478 FRAME: 0208

LOUISIANA	
10988 North Harrells Ferry Road, Suite 7 Baton Rouge, LA 70816	11500 S. Harrell Ferry Baton Rouge, LA
MASSACHUSETTS	
1800 West Park Drive Suite 250 Westborough, Massachusetts 01581	15 Soldiers Field Place Brighton, MA 02135
MARYLAND	
9030 Route 108 Columbia, MD 21045	9425 Snowden River Parkway Columbia, MD
One Montgomery Ave. Gaithersburg, MD	
MICHIGAN	
18311 W. 10 Mile Rd., #200 Southfield, MI 48075	320 N. Washington Square Lansing, MI 48933
2853 Three Mile Road NW Grand Rapids, MI 49544	
MINNESOTA	
527 Marquette Ave. Minneapolis, MN	
MISSOURI	
534 West Walnut Springfield, MO	
MISSISSIPPI	
6420/6520 Cole Road Jackson, MS	1306 Moody Street Jackson, MS
1800 East Country Line Rd., Suite 300 Ridgeland, MS 39157	Colisium Corp. Jackson, MS
NEW HAMPSHIRE	
3 Colonial Park One Constitution Drive Bedford, NH 03110	

TRADEMARK
REEL: 002478 FRAME: 0209

NEW JERSEY	
5A Chris Court Southview Industrial Park Dayton, NJ 08810	30 N. 5th Street Camden, NJ
1871 Rt. 70 East Cherry Hill, NJ	
NEW MEXICO	
525 E. Madrid Road, Suite 9 Las Cruces, NM 88005	
NEW YORK	
Lemon Plaza 353 Harry L. Drive Johnson City, NY 13790	74 Lake Avenue Rochester, NY 14608
110 South Main Street Horseheads, NY	
NORTH CAROLINA	
243 Haywood Street Asheville, NC 28801	1657 Old Louisburg Road Raleigh, NC 27604
680 Hanes Mall Blvd. Winston-Salem, NC 27103	5105 Departure Drive Raleigh, NC
1932 West Morehead St. Charlotte, NC 28208	
OHIO	
348 W. Rayen Avenue Youngstown, OH	
PENNSYLVANIA	
501 Mansfield Avenue Pittsburgh, PA 15205	3392 Progress Drive, Suite D Bensalem, PA 19020
1009 Madison Ave. Scranton, PA	3466 Progress Drive Bensalem, PA

TRADEMARK
REEL: 002478 FRAME: 0210

RHODE ISLAND	
90 Jefferson Blvd. Warwick, RI 02888	
SOUTH CAROLINA	
400-B2 S. Pleasantburg Drive Greenville, SC 29607	1728 Highway 501 Myrtle Beach, SC 29577
2047 West Evans St., Suite 16 Florence, SC 29501	1218 Henderson Street Columbia, SC 29201
7800 N. Rivers Avenue, Suite 1860 North Charleston, SC 29418	28 Agnew Road Greenville, SC
TENNESSEE	
4006 Industry Drive Chattanooga, TN	423 Depot Avenue Knoxville, TN
5959 Shallowford, Suite 213 Chattanooga, TN 37421	
TEXAS	
505 East Huntland Dr., Suite 160 Austin, TX 78752	115 E. Myrtle San Antonio, TX 78212
703 South Van Buren Amarillo, TX 79101	5304 N. Lamar Austin, TX
8901 Autobahn Drive, Suite 100 Dallas, TX 75237	1601 S. Texas Ave. Bryon, TX
10550 Olympic Drive Dallas, TX 75220	513 East Jackson Street Harlington, TX
1401 Montana Avenue El Paso, TX 79902	200 Memorial Drive Nederland, TX
9315 Broadway San Antonio, TX 78217	406 Laurel La Marque, TX

TRADEMARK
REEL: 002478 FRAME: 0211

VIRGINIA	
232 Business Park Dr., Suite 100 Virginia Beach, VA 23462	8601 Westwood Ctr. Dr., Suite 210 Vienna, VA 22182
3805 Gaskin Road Richmond, VA 23233	
WISCONSIN	
11122 W. Lincoln Ave. West Allis, WI	

MOBILMEDIA LICENSE CO., LLC
None

ARCHTEL, INC.
None

BENBOW INVESTMENTS, INC.
None

PAGING NETWORK, INC.
NONE

PAGENET, INC. [3]

ALABAMA	
400 Vestavia Parkway Suites 240 & 310 Birmingham, AL 35216	851 South Beltline Hwy Suite 106 Mobile, AL 36606
3155 Schillingers Road Semmes, AL 36575	3800 Crestwood Blvd Irondale AL, 35210
2135 Columbiana Rd Birmingham AL, 35216	

TRADEMARK
REEL: 002478 FRAME: 0212

CALIFORNIA	
6001 Rickenbacker Commerce, CA 90040	1340 Treat Boulevard Suite 420 Walnut Creek, CA
790 The City Drive #300 Orange County, CA 92868	10535 Foothill Blvd #100 Pleasanton, CA 91730
1425 River Park Dr Sacramento, CA 95815	1431 S. Sunkist Street Anaheim, CA 92806
11455 El Camino Real 100 & 300 San Diego, CA 92130 (also a storage location)	1760 Junction Ave San Jose, CA 95112
COLORADO	
3495 South Knox Court Denver, CO 80236	9600 East Costilla Englewood, CO 80112
CONNECTICUT	
120 Wilber Cross Highway Berlin, CT 06037	
FLORIDA	
2 Oakwood Blvd #100 Hollywood, FL 33020	4009 Oakwood Blvd. Suite 300 Hollywood, FL 33020
4105 W. Hillsborough Ave Tampa, FL 33614	8297 South Dixie Hwy & SW 75th Ave. Miami, FL 33143
4105 W. Hillsborough Ave Tampa, FL 33614	3232 Colonial Blvd Ft. Myers, FL 33912
GEORGIA	
1410 Beaver Ruin Road Norcross, GA 30093	
ILLINOIS	
215 W 83rd St	

TRADEMARK
REEL: 002478 FRAME: 0213

Suite C Burr Ridge, IL 60521	
KANSAS	
7880 Mastin Dr Overland Park, KS 66204	
MARYLAND	
8520 Corridor Rd. Units D&E Savage, MD 20763	9720 Reisterstown Rd Owings Mills, MD 21117
MASSACHUSETTS	
1800 West Park Drive Suite 250 Westborough, MA 01581	35 Ray Avenue Burlington, MA 01803
MISSOURI	
2080 Concourse Dr. St. Louis, MO 63146	
NEVADA	
5045 Rogers St #8 Las Vegas, NV 89118	
NEW MEXICO	
4801 Eubank Blvd NE Albuquerque, NM 87111	
NEW YORK	
555 Taxter Rd Elmsford. NY 10523	990 Stewart Ave Suite 200 Garden City, NY 11530
300 Great Oak Office Park Albany. NY 12203	130 Brady Avenue Hawthorne, NY 10532
780 Gulf Avenue Staten Island, NY 10314	1055 Stewart Avenue Garden City, NY 11530
628 West 45th Street	

TRADEMARK
REEL: 002478 FRAME: 0214

New York, NY 10036	

TRADEMARK
REEL: 002478 FRAME: 0215

NORTH CAROLINA	
930 Trinity Rd. Raleigh, NC 27607	10660 York Rd Charlotte, NC 28273
OHIO	
17101 Rockside Rd. Maple Heights, OH 44137	
1233 Castle Road Units Q14 & Q21 Mason, OH 45040	8311 Green Meadows Drive Lewis Center, OH 43035
OREGON	
5130 North Basin Portland, OR	
PENNSYLVANIA	
500 American Ave King Of Prussia, PA 19087	1101 W 9th Avenue King of Prussia Business Center King of Prussia, PA
SOUTH CAROLINA	
810 Sparkleberry Road Columbia, SC 29223	1010 Lownes Hill Rd Greenville, SC 29607

TRADEMARK
REEL: 002478 FRAME: 0216

TENNESSEE	
1210 Galatin Pike South Madison, TN 37115	2700 Getwell Road Memphis, TN 38118
TEXAS	
6921 Frankford Road Dallas, TX 75252	3000 Technology Dr #400 Plano, TX 75074
2800 Technology Dr #200 Plano, TX 75074	70 NE Loop 410 Suites 180 & 700 San Antonio, TX 78216
6566 College St Beaumont, TX 77707	1126 S Cedar Ridge #114 Duncanville, TX 75137
1500 International Parkway Suite 300 Richardson, TX	7447 Harwin Dr Suite. #100 and 110 Houston, TX 77036
5892 Eastex Freeway Beaumont, TX 77708	5177 Richmond Avenue 1st, 3rd & 4th Floors Houston, TX 77056
2200 Ave. K Plano, TX	1515 S. Lamar Unit J8 Austin, TX 78704
WASHINGTON	
13810 SE Eastgate Way Suite 460 Bellevue, WA 98005	
WISCONSIN	
400 S Executive Dr. #202 Brookville, WI 53005	

PAGING NETWORK FINANCE CORP.
None

TRADEMARK
REEL: 002478 FRAME: 0217

PAGING NETWORK INTERNATIONAL, INC.
None

PAGING NETWORK OF AMERICA, INC.
None

PAGING NETWORK OF COLORADO, INC.

COLORADO	
6300 South Syracuse Way #550 Englewood, CO 80111	9600 East Costilla Englewood, CO 80112
3495 South Knox Court Denver, CO 80236	
MASSACHUSETTS	
1800 West Park Drive Suite 250 Westborough, MA 01581	
NEW MEXICO	
4801 Eubank Blvd NE Albuquerque, NM 87111	

PAGING NETWORK OF MICHIGAN, INC.

MASSACHUSETTS	
1800 West Park Drive Suite 250 Westborough, MA 01581	

TRADEMARK
REEL: 002478 FRAME: 0218

PAGING NETWORK OF NORTHERN CALIFORNIA, INC.
None

PAGING NETWORK OF SAN FRANCISCO, INC.

CALIFORNIA	
345 Spear St Suites 118 and 540 San Francisco, CA 94105	2150 North First Street Plaza Suite 400 San Jose, CA
MASSACHUSETTS	
1800 West Park Drive Suite 250 Westborough, MA 01581	

TRADEMARK
REEL: 002478 FRAME: 0219

SCHEDULE 3.4
TO SECURITY AGREEMENT
DATED AS OF MAY 29, 2002

LIST OF INVESTMENT PROPERTY

Pledged Stock

Issuer	Registered Owner	Certificate No. (if Applicable)	No. and Class of Shares	% of Outstanding Equity Interests of Class
Arch Wireless Communications, Inc.	Arch Wireless Inc.	13	100 shares common stock, $.01 par value	100%
AWI Spectrum Co. Holdings, Inc.	Arch Wireless, Inc.	1	100 Shares Common Stock, $.01 par value	100%
Paging Network Canadian Holdings, Inc.	Arch Wireless Inc.	4	100 shares common stock, $.01 par value	100%
PageNet SMR Sub, Inc.	Arch Wireless Inc.	10	100 shares common stock, $.01 par value	100%
Arch Wireless Holdings, Inc.	Arch Wireless Communications, Inc.	7	100 shares of common stock $.01 par value	100%
Arch Connecticut Valley, Inc.	Arch Wireless Holdings, Inc.	9	100 shares of common stock, $.01 par value	100%
Arch Communications Enterprises LLC	Arch Wireless Holdings, Inc.	3	Membership Interests	100%
MobileMedia Communications, Inc.	Arch Wireless Holdings, Inc.	5	1,000 shares of common stock, $.01 par value	100%
Mobile Communications Corporation of America	MobileMedia Communications, Inc.	2	100 Shares Common Stock, $1.00 par value	100%
MobileMedia License Co., L.L.C.	Mobile Communications Corporation of America	2	Membership Interests	100%
ArchTel, Inc.	Arch Wireless Holdings, Inc.	3	100 shares of common stock, $1.00 par value	100%
Benbow Investments, Inc.	Arch Wireless Holdings, Inc.	4	200 Shares Common Stock, $.01 par value	100%
Arch Canada Inc.	Arch Wireless Holdings, Inc.	C-9	65 shares of common stock	65%

TRADEMARK
REEL: 002478 FRAME: 0220

SCHEDULE 3.4
(Continued)

Paging Network, Inc.	Arch Wireless Holdings, Inc.	PVT-4	1,000 Shares Common Stock, $.01 par value	100%
PageNet, Inc.	Paging Network, Inc.	3	3,000 Shares Common Stock, $.01 par value	100%
Paging Network Finance Corp.	Paging Network, Inc.	4	3,000 Shares Common Stock, $.01 par value	100%
Paging Network International, Inc.	Paging Network, Inc.	4	3,000 Shares Common Stock, $.01 par value	100%
Paging Network of America, Inc.	PageNet, Inc	3	3000 Shares of Common Stock, $.01 Par value	100%
Paging Network of Colorado, Inc.	Paging Network, Inc.	2	3,000 Shares Common Stock, $.01 par value	100%
Paging Network of Michigan, Inc.	Paging Network, Inc.	4	1,000 Shares Common Stock, Par value-None	100%
Paging Network of Northern California, Inc.	Paging Network, Inc.	2	3,000 Shares Common Stock, $.01 par value	100%
Paging Network of San Francisco, Inc.	Paging Network, Inc.	2	1,000 Shares Common Stock, Par Value-None	100%
VAST Solutions, Inc.	Paging Network, Inc.	VA-0021	1,300,083.882 Shares Class B-1 Common Stock	19.5%
VAST Solutions, Inc.	Paging Network, Inc.	VB-0021	1,300,084.877 Shares Class B-2 Common Stock	19.5%
VAST Solutions, Inc.	Paging Network, Inc.	VC-0022	1,300,084.877 Shares Class B-3 Common Stock	19.5%

TRADEMARK
REEL: 002478 FRAME: 0221

SCHEDULE 3.4
(Continued)

Pledged Notes

NONE

SCHEDULE 3.4
(Continued)

List of Securities Accounts

Bank	Account Number	Account Name	Description	Operating Entity
Boston Safe Deposit & Trust Co. (Mellon Bank)	005-8378	Arch Wireless Holdings, Inc.	Concentration/Overnight Investment Account	Arch Wireless Holdings, Inc.

NONE

TRADEMARK
REEL: 002478 FRAME: 0223

SCHEDULE 3.5
TO SECURITY AGREEMENT
DATED AS OF MAY 29, 2002

LIST OF DEPOSIT ACCOUNTS

Bank	Account Number	Account Name	Description	Operating Entity
AmSouth Bank- Birmingham	**0027-633-047**	USA Mobile Communications, Inc. II	Depository	AWHI
Bank of America	**123-335-5467**	Arch Wireless Holdings, Inc	Deposit	AWHI
Bank of America	**375-069-6376**	Arch Wireless Holdings, Inc	Deposit	AWHI
Bank of America	**375-173-6552** with many attached accounts	Arch Wireless Holdings, Inc	Depository	AWHI
Bank of Hawaii	**011-29112**	Arch Wireless Holdings, Inc	Lockbox/Deposit	AWHI
Bank One	**802-237-958**	Arch Wireless Holdings, Inc.	Depository	AWHI
Bank One Colorado	**080-133-885**	Arch Wireless Holdings, Inc.	Depository	AWHI
Bank One Indiana	**840-848-923**	USA Mobile Communications, Inc. II	Depository	AWHI
Bank One, Louisiana (City National Bank	**790-068-7812**	MobileComm of the Midsouth	Depository	AWHI
BB&T	**5150391271**	Arch Wireless, Inc.		AWI
Boston Safe Deposit & Trust Co. (Mellon Bank)	**058-378**	Arch Wireless Holdings, Inc.	Concentration/Over night Investment	AWHI
Boston Safe Deposit & Trust Co.	**034-762**	Arch Wireless Holdings, Inc.	Misc./Credit Card	AWHI
Boston Safe Deposit & Trust Co.	**040-541**	Arch Wireless Holdings, Inc.	Money Market	AWHI
Boston Safe Deposit & Trust Co.	**245-496**	Arch Wireless Holdings, Inc.	Dep for ACH & Wires	AWHI

TRADEMARK
REEL: 002478 FRAME: 0224

Boston Safe Deposit & Trust Co.	**181-803**	Arch Wireless Communications, Inc.	Escrow acct.	AWHI
Boston Safe Deposit & Trust Co.	**100-5786**	Arch Wireless Holdings, Inc.	3rd Party Billing	AWHI
Boston Safe Deposit & Trust Co.	**299-944**	Arch Wireless Holdings, Inc.	Lockbox	AWHI
Boston Safe Deposit & Trust Co.	**301-752**	Arch Wireless Holdings, Inc.	Returned Items	AWHI
Boston Safe Deposit & Trust Co.	**007-897**	Arch Wireless Holdings, Inc.	AP ACH Prefund	AWHI
Boston Safe Deposit & Trust Co.	**007-900**	Arch Wireless Holdings, Inc.	PR ACH Prefund	AWHI
Boston Safe Deposit & Trust Co.	**095-311**	Arch Wireless Holdings, Inc.	Checking	AWHI
(Mellon Bank)				
Boston Safe Deposit & Trust Co.	**179-175**	Arch Wireless Holdings, Inc.	Payroll	AWHI
(Mellon Bank)				
Chase Bank of Texas (Mellon)	**088-062-89904**	Arch Wireless Holdings, Inc.	Lockbox	AWHI
Chase Bank of Texas (Mellon)	**088-062-89912**	Arch Wireless Holdings, Inc.	Returns-ZBA's into Lockbox	AWHI
Comerica Bank	**184-039-7085**	Arch Wireless Holdings, Inc.	Depository	AWHI
Compass Bank	**0074658288**	Arch Wireless Holdings, Inc.	Depository	AWHI
Fidelity Investments	**(695) 803-43171**	Arch Communications Group, Inc.	Investment	AWI
Fifth Third Bank	**999-42099**	PageNet, Inc.	Lockbox/Conc	AWHI
Fifth Third Bank	**715-27475 (API on statement**	Arch Wireless Holdings, Inc.	Depository	AWHI
Fifth Third Bank	**715-27539 (API on statement)**	Arch Paging, Inc.	Depository	AWHI
Fifth Third Bank	**715-27600 (API on statement)**	Arch Wireless Holdings, Inc.	Depository	AWHI
Fifth Third Bank	**715-27731 (API on statement)**	Arch Wireless Holdings, Inc.	Depository	AWHI

TRADEMARK
REEL: 002478 FRAME: 0225

Fifth Third Bank	**715-27870 (API on statement)**	Arch Wireless Holdings, Inc.	Depository	AWHI
Fifth Third Bank	**715-85325 (API on statement)**	Arch Wireless Holdings, Inc.	Depository	AWHI
Fifth Third Bank	**715-88569 (API on statement)**	Arch Wireless Holdings, Inc.	Depository	AWHI
Fleet Bank of Maine	**935-419-7438**	Arch Connecticut Valley, Inc.	Depository	AWHI
Harris Trust	**3415015**	MoileMedia Communications, Inc.	Deposit	AWHI
Harris Trust	**3472529**	MoileMedia Communications, Inc.	Lockbox-Merchant Credit Card	AWHI
Harris Trust	**3472537**	MoileMedia Communications, Inc.	Lockbox-Wholesale	AWHI
Harris Trust	**3472545**	MoileMedia Communications, Inc.	Lockbox-Retail	AWHI
Harris Trust	**3472586**	MoileMedia Communications, Inc.	Lockbox-Government	AWHI
Hibernia National Bank	**792-102-387**	Arch Wireless Holdings, Inc.	Depository	AWHI
Hibernia National Bank of Texas	**223-312-534**	Arch Wireless Holdings, Inc.	Depository	AWHI
JPMorgan Chase	**01000013540**	Arch Wireless Holdings, Inc.	Deposit	AWHI
KeyBank	**325-760-049-073**	Arch Wireless Holdings, Inc.	Depository	AWHI
KeyBank of Ohio	**458-386**	Arch Paging, Inc.		AWHI
Marshall Ilsey Bank	**014026592**	Metromedia Paging Service, Inc.	Deposit	AWHI
Mellon Bank	**029-7570**	Arch Wireless Holdings, Inc.	ACH Clearing	AWHI

TRADEMARK
REEL: 002478 FRAME: 0226

Minnequa Bank	**6000-759-1**	Arch Paging, Inc.	Depository	AWHI
National City Bank Michigan/Illinois	**543-000-1858**	Arch Wireless Holdings, Inc.	Depository	AWHI
National City of Kentucky	**8536 5452**	Arch Wireless Holdings, Inc.	Depository	AWHI
PNC Bank	**023-70216**	Arch Paging, Inc.	Deposit	AWHI
PNC Bank	**963-0738**	Arch Wireless Holdings, Inc.	Deposit	AWHI
Wells Fargo Bank	**480-189-5897**	Arch Paging, Inc. (Pacific)	Depository	AWHI
Wells Fargo Bank	**480-191-0340**	Arch Paging, Inc. (Desert)	Depository	AWHI
Wells Fargo Iowa	**300-043-9973**	Central Communications, Inc.	Checking	AWHI
Wells Fargo Iowa	**300-043-9877**	Central Communications, Inc.	Lockbox	AWHI
Wells Fargo NM	**106-017-1996**	The Westlink Company	Depository	AWHI
Wells Fargo	**944-010-2254**	Arch Communications Group, Inc.	Depository	AWHI

TRADEMARK
REEL: 002478 FRAME: 0227

SCHEDULE 3.6
TO SECURITY AGREEMENT
DATED AS OF MAY 29, 2002

LIST OF LETTERS OF CREDIT

NONE

SCHEDULE 3.7
TO SECURITY AGREEMENT
DATED AS OF MAY 29, 2002

LIST OF MATERIAL INTELLECTUAL PROPERTY

Arch Wireless, Inc.
None

Paging Network Canadian Holdings
None

PageNet SMR Sub, Inc.
None

Arch Wireless Communications, Inc.

U.S. Trademark (registered)

Mark	Regis. No.	Regis. Date	Status
USAMOBILE (stylized)	2029699	01/14/97	Registered

Arch Wireless Holdings, Inc.

Patents (pending)

Patent Title	Serial No.	Filing Date	Region
Method of and System for Wireless Network Access Through Server Platform Integration	10/040165	10/22/2001	United States
Method of and System for Wireless Network Access Through Server Platform Integration	90126050	10/22/2001	Taiwan
Method of and System for Wireless Network Access Through Server Platform Integration	US01/46231	10/23/2001	Patent Cooperation Treaty (PCT)
Managing Wireless Network Data	10/060020	January 29, 2002	United States
Directing Messages To A Directory	60/361745	March 5, 2002	United States

TRADEMARK
REEL: 002478 FRAME: 0229

U.S. Trademarks (pending)

Mark	Serial No.	Filing Date	Status
ARCH and design	75/828,213	10/22/99	Pending
ARCH and design	78/025,585	9/12/00	Pending
ARCH WEBSTER	78/015,003	6/29/00	Pending
ARCH WIRELESS	78/021,672	8/17/00	Pending
ARCH WIRELESS and design	78/025,588	9/12/00	Pending
INSTANT RECALL	78/014,812	6/28/00	Pending

Mobile Communications Corporation of America

U.S. Trademarks (registered)

Mark	Reg. No.	Reg. Date	Status
6-PAK	2,349,479	08/19/98	Registered
BUYWISE	2313873	02/01/2000	Registered
DIAL PAGE	1352543	08/06/85	Registered
DMC DIGITAL MOBILE COMMUNICATIONS	1994744	08/20/96	Registered
MEMORY MANAGER	1911808	08/15/95	Registered
MOBILECOMM	1495312	07/05/88	Registered
MOBILECOMM	1485998	04/26/88	Registered
POWERWRITER	1948790	01/16/96	Registered
SNAP PAGE	1862970	11/15/94	Registered
VOICESTOR	1658729	09/24/91	Registered
WE'RE WHAT YOU NEED TO KNOW	1976177	05/28/96	Registered
EZ ALERT	2024504	12/17/96	Registered
MESSAGESOFT	1920780	09/19/95	Registered
"M" design	2192551	09/29/98	Registered
MMS	2305248	01/04/00	Registered
MOBILEMATE	1912366	08/15/95	Registered
MOBILEMEDIA	1879629	02/21/95	Registered

TRADEMARK
REEL: 002478 FRAME: 0230

Mark	Reg. No.	Reg. Date	Status
MOBILEMEDIA and globe design	1900117	06/13/95	Registered
MOBILEMEDIA and globe design	1880488	02/28/95	Registered
SPORTSCASTER	2154348	04/28/98	Registered

U.S. Trademarks (pending)

Mark	Serial No.	Filing Date	Status
MOBILECOMM and design	75/490869	05/22/98	Pending
IT'S NOT JUST THE INTERNET. MOBILE INTELLIGENCE	75/866626	12/08/99	Pending
IT'S NOT JUST PAGING. MOBILE INTELLIGENCE	75/866628	12/08/99	Pending

Patent

Patent Title	Reg. No.	Reg. Date	Region
Digital RF Receiver	5,396,520	3/7/95	United States

Arch Communications Enterprises LLC
None

Arch Connecticut Valley, Inc.
None

Archtel, Inc.
None

Benbow Investments, Inc.
None

MobilMedia LicenseCo., L.L.C.
None

MobileMedia Communications, Inc.
None.

TRADEMARK
REEL: 002478 FRAME: 0231

Paging Network, Inc.

U.S. Copyrights (registered)

Title	Reg. No.	Status
Silverlake 16bit and 32bit alphanumeric software development kit	TXu726062	Registered
Dakota; Canyon; Catalina	TXu714321	Registered
Wireless Messaging Wizard	TXu713995	Registered

U.S. Trademarks (registered)

Mark	Reg. No.	Reg. Date	Status
1-800-VOICENOW	2,132,807	01/27/98	Registered
CALLWORX	2,137,969	02/17/98	Registered
DIALWORX	2,137,968	02/17/98	Registered
E-WORX	2,154,294	04/28/98	Registered
FAXNOW	1,887,493	04/04/95	Registered
HEAR THE LATEST	2,181,458	08/11/98	Registered
IMAGEWORX	2,137,967	02/17/98	Registered
MARKETTRAX	2451374	5/15/2001	Registered
MESSAGENOW	1,920,242	09/19/95	Registered
MISCELLANEOUS DESIGN (Man with beeper)	1,723,483	10/13/92	Registered
ONEWORX	2,170,249	06/30/98	Registered
PAGEBANK	2,143,244	03/10/98	Registered
PAGENET	2438793	3/27/2001	Registered
PAGENET stylized	2435509	3/13/2001	Registered
PAGENET	1,245,604	07/12/83	Registered
PAGENET IN TOUCH AND INGENIOUS	2,107,504	10/21/97	Registered
PAGENET NATIONWIDE and design	1,864,960	11/29/94	Registered
AIRSOURCE	2,027,189		Registered

TRADEMARK
REEL: 002478 FRAME: 0232

Mark	Reg. No.	Reg. Date	Status
PAGENET NATIONWIDE IN TOUCH AND INGENIOUS	2,107,503	10/21/97	Registered
SUREPAGE	1,777,420	06/15/93	Registered
VOICENOW	1,866,565	12/6/94	Registered
VOICENOW PAGENET	2181459	8/11/98	Registered
VOICEWORX	2,137,980	02/17/98	Registered

Mark	Serial No.	Filing Date	Status
@WARE	76-095,891		Pending
GET IT TO GO	75-844,940		Pending
VAST ONLINE	75-822,344		Pending
VAST WIRELESS SOLUTIONS	75-822,223		Pending
VAST SOLUTIONS	75-822,219		Pending
VAST GATEWAY	75-822,218		Pending
MARKETTRAX	75-495,379		Pending
VOLLEY	75-794,310		Pending
REAL TIME INFORMATION	75-844,941		Pending

Foreign Trademarks (registered)

Mark	Reg. No.	Reg. Date	Status
PAGENET	TMA445711 Canada	07/28/95	Registered
PAGENET	TMA 463342 Canada	09/13/96	Registered
PAGENET	TMA327269 Canada	05/08/87	Registered

Patents (pending)

Title	Serial No.	Filing Date	Region
Method and Apparatus for Accepting and Conveying a Message from a Telephone to a Radio Paging System	09/774,086 US00/16687	6/15/01 6/15/01	U.S. P.C.T.

TRADEMARK
REEL: 002478 FRAME: 0233

Title	Serial No.	Filing Date	Region
Universal Bus Architecture for Message Processing and Routing	09/350,257	July 8, 1999	U.S.
Method and Apparatus for Reverse Paging	08/774,409	December 31, 1996	U.S.

PageNet, Inc.
None

Paging Network of Colorado, Inc.
None

Paging Network of Michigan, Inc.
None

Paging Network of San Francisco, Inc.
None

Paging Network of Northern California, Inc.
None

Paging Network Finance Corp.
None

Paging Network of America, Inc.
None

TRADEMARK
REEL: 002478 FRAME: 0234

License Agreements

ARCH Entity	Co-Party	Date	Type of Agreement and Technology Licensed
MobileMedia Communications, Inc.	Motorola	5/24/99	FLEXsuite Cross License Agreement - License grant to use enabling protocols (e.g. - FIS, DSI, TTC).
Paging Network, Inc.	Motorola	2/5/99	FLEXsuite Cross License Agreement - License grant to use enabling protocols (e.g. - FIS, DSI, TTC).
MobileMedia Communications, Inc.	Motorola	11/25/98	Inbound Paging Protocol Cross License Agreement – License grant to make, use and sell radio paging products (including hardware and software).
Arch Wireless Holdings, Inc.	Motorola	8/9/01	Automated Password Generation Software License
Arch Wireless Holdings, Inc.	Motorola	8/9/01	Over the Air Programming (OTAP) License
Arch Wireless Holdings, Inc.	Motorola	8/9/01	GOTAP Server and License Agreement
Arch Wireless Holdings, Inc.	Glenayre Electronics, Inc.	4/26/2002	Purchase And License Agreement (ReFLEX 2.7 protocol for infrastructure software).
MobileMedia Communications, Inc.	Glenayre Electronics and Glenayre Technologies, Inc.	11/20/98	Interswitch Protocol License Agreement
Arch Wireless Holdings, Inc.	Microsoft Corporation	3/16/01	Co-Marketing Agreement - License grant to use Microsoft tools, templates, guidelines and procedures and to use the Microsoft Trademark.
Arch Wireless, Inc.	Kronos Incorporated	3/22/00	Sales Agreement and Software License

TRADEMARK
REEL: 002478 FRAME: 0235

ARCH Entity	Co-Party	Date	Type of Agreement and Technology Licensed
Arch Wireless, Inc.	Lawson Software	12/21/95	Non-Exclusive License Agreement - Software for accounting and financial management.
Arch Wireless Holdings, Inc.	Brightware, Inc.	9/7/00	Software License and Maintenance Agreement - Customer assistance software, including automated answering technology.
Arch Wireless, Inc., Arch Wireless Holdings, Inc. and Mobile Communications Corporation of America	Broderick Data Systems	5/1/01	Software License and Maintenace Agreement - "Spool Organizer".
Arch Wireless Holdings, Inc.	Derivion Corporation (n/k/a Metavante Corporation)	1/4/00	inet Biller Services Agreement - Internet billing service.
Mobile Communications Corporation of America	Daly & Wolcott, Inc.	10/16/95	Software License Agreement - Data processing software.
Pagenet, Inc.	Informix Software, Inc.	12/29/94	Software License Agreement - An enterprise software license. (Enterprise License also included)
Arch Wireless Holdings, Inc.	Jacada, Inc.	10/1/00	Software License Agreement - Jacada Server and operating software.
Mobile Communications Corporation of America	LXI Corp.	4/27/95	SoftwareLicense Agreement - Media Management System.
Paging Network, Inc.	Microsoft Corporation	11/8/95 (amended on 8/16/00)	Microsoft Select Master Agreement - Purchase of "Office Family" and "Windows Family".
Paging Network, Inc.	Oracle	5/29/98	(1) Network License Order Form (2) Software License and Services Agreement.
Mobile Communciations Corporation of America	Real Vision Software, Inc.	8/13/96	License Agreement – License is for software imaging system.

TRADEMARK
REEL: 002478 FRAME: 0236

ARCH Entity	Co-Party	Date	Type of Agreement and Technology Licensed
Mobile Communications Corporation of America	Sterling Software, Inc.	Not dated	Software License Agreement. Amendment adds FTP Communications software to the license grant.
Arch Wireless Holdings, Inc.	Sungard Mailing Services	10/23/00	Print and Mail Services Agreement. Right to use a program for the purposes of putting data into a format acceptable to Sungard.
Arch Wireless Inc.	UUNET Technologies, Inc.	1/30/01	UUDirect Double-Diverse T1 Agreement - Provides internet connectivity through a high-speed T1 line.
Arch Wireless Inc.	UUNET Technologies, Inc.	6/4/01	UUDirect Double-Diverse T1 Agreement - Provides internet connectivity through a high-speed T1 line.
Mobile Communications Corporation of America	Varsity Logistics, Inc.	11/1/95	License Agreement for Software and Related Documentation – Software related to shipping of goods.
Arch Wireless, Inc.	Syntellect Inc.	6/28/99	Software License Agreement - 84 Port Vista IVR, TCP/IP Interface, VistaGen Development, etc.
Arch Wireless, Inc.	Feith Systems and Software, Inc.	8/5/98	Purchase and License Agreement - Software license relating to an imaging system.
PageNet, Inc.	Vertex, Inc.	3/12/96	Software License and Database Subscription Agreement - billing and accounting software.
Arch Wireless Holdings, Inc.	TGA TECHNOLOGIES, INC.	12/28/01	Design And Purchase Agreement ("RSC-based" and "Oasis" products)
Mobile Communications Corporation of America	Vertex, Inc.	5/3/96	Software License and Database Subscription Agreement - billing and accounting software.

TRADEMARK
REEL: 002478 FRAME: 0237

SCHEDULE 3.7
(Continued)

Domain Names

Grantor	Domain Name
Arch Wireless, Inc.	www.arch.com
Paging Network, Inc.	CERIGO.COM
Paging Network, Inc.	CERIGO.NET
Paging Network, Inc.	DATECLIPS.COM
Paging Network, Inc.	DATECLIPS.NET
Paging Network, Inc.	ECERES.COM
Paging Network, Inc.	ECERES.NET
Paging Network, Inc.	E-PRECIS.COM
Paging Network, Inc.	E-PRECIS.NET
Paging Network, Inc.	ESENDA.COM
Paging Network, Inc.	ESENDA.NET
Paging Network, Inc.	E-STREEM.COM
Paging Network, Inc.	E-STREEM.NET
Paging Network, Inc.	INFOCLIPS.COM
Paging Network, Inc.	INFOCLIPS.NET
Paging Network, Inc.	MESSAGENOW.COM
Paging Network, Inc.	MESSAGENOW.NET
Paging Network, Inc.	MYCLIPS.COM
Paging Network, Inc.	MYCLIPS.NET
Paging Network, Inc.	PAGENET.COM
Paging Network, Inc.	PAGENET.NET
Paging Network, Inc.	PAGENETMESSAGE.NET
Paging Network, Inc.	SIMPLICIT-E.COM
Paging Network, Inc.	SIMPLICIT-E.NET
Paging Network, Inc.	VASTGATEWAY.COM
Paging Network, Inc.	VASTGATEWAY.NET
Paging Network, Inc.	VASTONLINE.NET
Paging Network, Inc.	VICINTI.COM

TRADEMARK
REEL: 002478 FRAME: 0238

Paging Network, Inc.	VICINTI.NET
Paging Network, Inc.	VOICENOW.NET
Paging Network, Inc.	ZIDAGO.COM
Paging Network, Inc.	ZIDA-GO.COM
Paging Network, Inc.	ZYDAGO.COM
Paging Network, Inc.	ZYDA-GO.COM

TRADEMARK
REEL: 002478 FRAME: 0239

SCHEDULE 3.8
TO SECURITY AGREEMENT
DATED AS OF MAY 29, 2002

LIST OF COMMERCIAL TORT CLAIMS

NONE

SCHEDULE 3.9(a)(i)
TO SECURITY AGREEMENT
DATED AS OF MAY 29, 2002

LIST OF OWNED REAL PROPERTY

Street Address	County or Parish	State	Record Owner / Current Successor
2893 Harbor City Drive, Melbourne	Brevard	Florida	Arch Southeast Communicatons, Inc., / Arch Communications Enterprises, LLC
445 North 6th Street, Baton Rouge	East Baton Rouge	Louisiana	Arch Southeast Communications, Inc. / Arch Communications Enterprises, LLC
18311 W. Ten Mile Road, Southfield	Oakland	Michigan	MobileComm of the Northeast, Inc., / Mobile Communications Corporation of America
1932 W. Morehead Street, Charlotte	Mecklenburg	North Carolina	MobileMedia Communications, Inc.
74 Lake Street, Rochester	Monroe	New York	Mobile Communications Corporation of America
3655 Hauck Road, Cincinnati	Hamilton	Ohio	USA Mobile Communications, Inc. II / nka Arch Wireless Communications, Inc.
6921 Frankfort Drive, Dallas	Collin	Texas	Paging Network Equipment Company, Inc. /PageNet, Inc.
10550 Olympic Drive, Dallas	Dallas	Texas	MobileMedia Communications, Inc.
115 E. Myrtle Avenue, San Antonio	Bexar	Texas	MobileMedia Communications, Inc.
710 Forest Avenue, Portland	Cumberland	Maine	Arch Connecticut Valley, Inc.

TRADEMARK
REEL: 002478 FRAME: 0241

SCHEDULE 3.9(a)(ii)
TO SECURITY AGREEMENT
DATED AS OF MAY 29, 2002

LIST OF LEASED REAL PROPERTY

ADDRESS OF LEASED PREMISES	LESSOR	DEBTOR LESSEE
211 Summit Parkway Suite 100 Birmingham, AL	CENTURY MGMT & DEV. 36 Barber Court Birmingham, AL 35209	Arch Communications
964 Airport Road Suite 10 Huntsville, AL	PIEDMONT STATION PARTNERS c/o UPM, Inc. PO Box 16064 Huntsville, AL 35802	Arch Wireless Holdings, Inc.
326 South University Boulevard Mobile, AL	CUMMINGS & WHITE-SPUNNER, INC. PO Drawer 16227 Mobile, AL 36616	Arch Wireless Communications, Inc.
2901 Zelda Road Montgomery, AL	DR. ROBERT B. ADAMS 2051 Fernway Drive Montgomery, AL 36111	Q-Media Paging
3145 N. 33rd Avenue Phoenix, AZ	CANYON STATE COMM INC. PO Box 200600 Dallas, TX 75320	Paging Network of Florida
4575 S. Palo Verde Tuscon, AZ	BUTTERFIELD CENTER LTD c/o Anthem Equity Group Inc. 1600 N. Kolb Road Suite 110 Tuscon, AZ 85715	The Westlink Company
215 E. 18th Street Bakersfield, CA	G & R GILLAM 3519 Pinehurst Drive Bakersfield, CA 93306	Mobile Communications Corporation of America
6001 Rickenbacker Ground Floor Commerce, CA	AMB INSTITUTIONAL ALLIANCE FUND c/o Trammell Crow Company P.O. Box 847633 Los Angeles, CA 75284-7633	PageNet, Inc.
433 East Keats Suite 10 Fresno, CA	PETERSON INVESTMENTS 1109 Devonshire Place Santa Maria, CA 93455	Mobile Communications Corporation of America
790 The City Drive Suite 300 Orange, CA	NL ORANGE, LP c/o Mass Mutual 770 The City Drive South Suite 5250 Orange, CA 92868-4955	PageNet, Inc.

TRADEMARK
REEL: 002478 FRAME: 0242

SCHEDULE 3.9(a)(ii)
(Continued)

ADDRESS OF LEASED PREMISES	LESSOR	DEBTOR LESSEE
73-680 Highway 111 Palm Desert, CA	STAR ROUTE ASSOCIATES 1125 N. Magnolia Avenue Suite 200 Anaheim, CA 92801	Arch Wireless, Inc.
10535 Foothill Boulevard - Suite 100 Rancho Cucamonga, CA	330 TOWNSEND LLC c/o Haven Properties 32 Eagle Rock Rd Mill Valley, CA 94941	PageNet, Inc.
4946 South Virginia Street Reno, CA	DS COLISEUM MEADOWS c/o Donahue Schriber 3501 Jamboree Road, Suite 300 Newport Beach, CA 92660	Arch Wireless Holdings, Inc.
10461 Old Placerville Suite 150 Sacramento, CA	FORTUNE FIFTY ASSOCIATES c/o Bouldin & English 10491 Old Placerville Rd., Ste 120 Sacramento, CA 95827	Arch Wireless Holdings, Inc.
10275 Old Placerville Suite 12 Sacramento, CA	DB FITE PROPERTIES INC 9057 Horn Road Sacramento, CA 95827	Arch Wireless Inc
323 Rianda Street Salinas, CA	PHILIP and JOYCE WYMAN PO Box 1473 2298 Circulo De Anza Tubac, AZ 85646	Mobile Communications Corporation of America
9520 Padgett Street San Diego, CA	ACTIVITY BUSINESS CENTER PO Box 51091 Los Angeles, CA 90051-5391	PageNet, Inc.
819 West Church Street Santa Maria, CA	G.W. PETERSON PO Box 4859 San Luis Obispo, CA 93403	Mobile Communications Corporation of America
1340 Treat Boulevard Suite 420 Walnut Creek, CA	CORNERSTONE SUBURBAN OFFICE c/o Wilson Cornerstone Properties 1340 Treat Blvd Ste 410 Walnut Creek, CA 94596	PageNet, Inc.
1340 Treat Boulevard Suite 420 Walnut Creek, CA	STANDARD PARKING 707 Wilshire Blvd, 35th Floor Los Angeles, CA 90017	PageNet, Inc.
816 South Tejon Street Colorado Springs, CO	814 S. TEJON CO. 1826 E. San Miguel Colorado Springs, CA 80909	Arch Wireless
910 15th Street Suite 665 Denver, CO	DENVER GAS AND ELECTRIC BLDG Office Of the Building 910 - 15th Street, Suite 820 Denver, CO 80202	MobileComm of Southwest

TRADEMARK
REEL: 002478 FRAME: 0243

SCHEDULE 3.9(a)(ii)
(Continued)

ADDRESS OF LEASED PREMISES	LESSOR	DEBTOR LESSEE
6401 Broadway Unit D Denver, CO	6401 BROADWAY LTD PARTNERSHIP dba Colorado Sante Fe Land Co. 2400 Industrial Lane # 1520 Broomfield, CO 80020	The Westlink Company
65 Louis Street Unit E Newington, CT	R.G. SCHALLER MANAGEMENT CO., LLC 58 Crooled Brook Lane Berlin, CT 06037	MobileMedia Comm
230 University Plaza Suite 8 Newark, DE	UNIVERSITY REALTY ASSOCIATES 650 Naamans Road, Suite 315 Claymont, DE 19703	MobileMedia Communications, Inc.
158 Ridgewood Avenue Holly Hill, FL	WTM, INC. 2005 N. Halifax Drive Daytona Beach, FL 32118	Arch Southeast Communications
Two Oakwood Boulevard - Suite 100 Hollywood, FL	OAKWOOD BUSINESS CENTER P O Box 025528 Dept 300 Miami, FL 33102-5528	PageNet, Inc.
8380 Bay Meadows Road Jacksonville, FL	CENTURION LEASING. LLC c/o Property Services, Inc. 8641 Baypine Rd, Ste 1 Jacksonville, FL 32256	Mobile Communications Corporation of America
3115 East Silver Springs Boulevard Ocala, FL	J.L. COLLINS and PAMELA COLLINS 3423 E. Silver Springs Blvd., Suite 5 Ocala, FL 32670	Arch Southeast Communications, Inc.
3915 E. Colonial Blvd. Orlando, FL	TWINJAY CHAMBERS PARTNERS 214 Annie Street Orlando, FL 32806	Arch Southeast Communications, Inc.
Palm Beach Marketplace 1900 Okeechobee Boulevard Palm Beach, FL	PBM ASSOCIATES 337 E. Indiantown Road, Suite 820 Jupiter, FL 33477	Arch Wireless Holdings, Inc.
8551 W Sunrise Boulevard - Suite 102 Plantation, FL	ACP OFFICE I, LLC 2255 Glades Road, Ste. 414 East Boca Raton, FL 33431	Arch Wireless Holdings, Inc.
1400 Powerline Road Pompano Beach, FL	1400 PLAZA ASSOCIATES, LTD PO Box 247 Dania Beach, FL 33004	Arch Wireless Holdings, Inc.
1915 N. Dale Mabry Highway Tampa, FL	W. ALAN WOODFORD 2334 Golfview Drive Pittsburgh, PA 15241	Mobile Communications Corporation of America
Dixie Point Shopping Center 8297 S. Dixie Highway & SW 75th Avenue Miami, FL	DIXIE POINT ASSOCIATES 7400 N Kendall Drive, Suite 41 Miami, FL 33156-7177	PageNet, Inc.

TRADEMARK
REEL: 002478 FRAME: 0244

SCHEDULE 3.9(a)(ii)
(Continued)

ADDRESS OF LEASED PREMISES	LESSOR	DEBTOR LESSEE
2175 Parklake NE Suites 100,205 & 288 Atlanta, GA	LANIER WORLDWIDE PO Box 10553 Atlanta, GA 30348	Arch Wireless Holdings, Inc.
3328 Washington Road Suite A Augusta, GA	CHARLES BRIGHAM c/o La Pavilion Mgmt & Leasing Office 106 Pleasant Home Road Suite 2-N Leasing Office -- Tonya Brantley Augusta, GA 30907	Arch Communications Inc
2200 Northlake Pkwy Suite 205 Tucker, GA	NORTHLAKE QUADRANGLE c/o Spiva Hill Mgmt 4121 Hillsboro Road, Ste. 302 Nashville, TN 37215	Arch Wireless Holdings, Inc.
5259 Jersey Ridge Road Davenport, IA	JERSEY HEIGHTS DEVELOPMENT 130 W. Second Street Davenport, IA 52801	Arch Wireless Holdings, Inc.
215 W. 83rd Street - Suite C / Building 215 Burr Ridge, IL	WOODLAND PK COMMERCE CTR c/o Witt McNaughton Builders Inc. 347 West 83rd Street, Suite A Burr Ridg, IL 60521	PageNet, Inc.
8 South Michigan Avenue Chicago, IL	8 S. MICHIGAN, LLP c/o Marc Realty 40 North Wells Chicago, IL 60606	MobileMedia Communications, Inc.
1701 E. Woodfield Avenue Suite 820 Schaumburg, IL	WOODFRIED, LP c/o Marc Realty 200 W Jackson Blvd Chicago, IL 60606	MobileMedia Communications, Inc.
3217 Northfield Drive Springfield, IL	NORTHFIELD DEVELOPMENT, INC. 2 Carter Lane Springfield, IL 62707	Arch Wireless Holdings, Inc.
5401 Vogel Road Evansville, IN	BILL SPURLING dba Spurling Properties 3201 N. Green River Road Evansville, IN 47715	Arch Wireless
4614 Coldwater Road Suite E Fort Wayne, IN	BROADBENT, GEORGE dba The Shoppes Associates 201 North Illinois Street, 23rd Floor Indianapolis, IN 46240	Arch Wireless Holdings, Inc.
951 East 86th Street Suite 100 Indianapolis, IN	951 ASSOCIATES c/o Stamp -Altman Associates 6219 N. Guilford Avenue Indianapolis, IN 46220	Arch Wireless Holdings, Inc.
10340 W 79th Street Shawnee, KS	PETERSON DEVELOPMENT 1100 Main Street, Suite 2700 Kansas City, MO 64105	Arch Wireless Holdings Inc
175 E. Main Street Lexington, KY	175 MAIN STREET ASSOC. 175 E. Main St., Suite 350 Lexington, KY 40507	USA Mobile Comm.

TRADEMARK
REEL: 002478 FRAME: 0245

SCHEDULE 3.9(a)(ii)
(Continued)

ADDRESS OF LEASED PREMISES	LESSOR	DEBTOR LESSEE
1930 Bishop Lane Suite 101 Louisville, KY	W&M OF KENTUCKY 1930 Bishop Lane, Suite 407 Louisville, KY 40218	Arch Wireless Holdings, Inc.
2745 West Park Drive Paducah, KY	COLDWELL BANKER MARSHALL COMP. 3908 Hinkleville Road Paducah, KY 42001	USA Mobile Comm.
10988 N. Harrell's Ferry # 7 Baton Rouge, LA	SELECT PROPERTIES 2644 S. Sherwood Forest, Suite 107 Baton Rouge, LA 70816	Mobilecomm of Baton Rouge, Inc.
167 Industrial Parkway Lafayette, LA	RAINBOW REALTY PO Box 52488 Lafayette, LA 70505	Arch Wireless Holdings, Inc.
4241 Veterans Memorial Boulevard Metairie, LA	GAUTREAUX FAMILY LLC PO Box 2922 Harvey, LA 70059	Arch Southeast Comm.
709 Crockett Street Shreveport, LA	SOUTHERN MESSAGE SERVICES 709 Crockett Street Shreveport, LA 71101	MobileMedia Communications, Inc.
15 Soldiers Field Place Brighton, MA	15 SOLDIERS FIELD JOINT VENTURE c/o Phase One Development 31 Msgr. O'Brien Hwy. Cambridge, MA 02141	MobileMedia Communications, Inc.
5 Washington Square Haverhill, MA	TRIADA REALTY TRUST 31 Lowell Avenue Haverhill, MA 01832	Arch Wireless Holdings, Inc.
999 Broadway Suite 200 Saugus, MA	SAUGUS HOTEL CORPORATION 10 Independence Drive Chelmsford, MA 01824	Arch Connecticut Valley, Inc., Arch Communications Group, Inc. (Guarantor)
334 Boston Turnpike Shrewsbury, MA	HERTIGAGE PROPERTY GROUP 144 Turnpike Road, Suite 330 Southboro, MA 01772	Arch Connecticut Valley, Inc., Arch Communications Group, Inc. (Guarantor)
1800 West Park Drive (6 Suites) Westboro, MA	W9/TIB REAL ESTATE L.P. Trammell Crow Comp 1700 West Park Drive Westborough, MA 01581	Arch Comm. Group Inc.
9030 Route 108 Columbia, MD	MOR IV ASSOCIATES c/o Manekin LLC P O Box 281704 Atlanta, GA 30384-1704	MobileMedia Communications, Inc.
One Montgomery Avenue Gaithersburg, MD	HARTFORD CAR CARE INC One Montgomery Avenue Gaithersburg, MD 20877	Arch Wireless Holdings, Inc.

TRADEMARK
REEL: 002478 FRAME: 0246

SCHEDULE 3.9(a)(ii)
(Continued)

ADDRESS OF LEASED PREMISES	LESSOR	DEBTOR LESSEE
10 Crossroads Drive - Suite 206 & 216 Owings Mills, MD	HH & W, LLC 100 Painters Mill Road, #900 Owings Mills, MD 21117	PageNet, Inc.
8520 Corridor Road Unit D & E Savage, MD	COLUMBIA ACQUISITION, LLC 925 Fell Street Baltimore, MD 21231	PageNet, Inc.
2853 Three Mile Road Grand Rapids, MI	GENERAL COMMUNICATIONS 2853 3 Mile Road NW Grand Rapids MI 49504	Ram Comm. Of Michigan
21 Ionia NW The Trade Center Grand Rapids, MI	FOLK INVESTMENTS /MICHIGAN LIMITED 1301 Lake Blvd St. Joseph, MI 49085	Arch Michigan Inc.
320 N. Washington Square Lansing, MI	320 N. WASHINGTON STREET PARTNERSHIP c/o Gentilozzi Real Estate 201 N. Washington Square, Ste 900 Lansing, MI 48933	Mobile Communications Corporation of America
11437 Valley View Road Eden Prairie, MN	GLENBOROUGH PROPERTIES One Gatehall Drive Parsippany, NJ 07054	Mobile Communications Corporation of America
527 Marquette Avenue Minneapolis, MN	RANDY THORPE c/o Spectrum Properties Group 607 Marquette Ave. S, Suite 300 Minneapolis, MN 55402	MobileComm of NorthEast
3301 Rider Trail South Suite 150 Earth City, MO	LIGHTHOUSE COMM. 666 Walnut, Suite 1900 Des Moines, IA 50309	Arch Wireless Holdings Inc
534 West Walnut Springfield, MO	RADIO PHONE ENGINEERING 534 W. Walnut Springfield, MO 65806	MobileMedia Comm. Inc
2080 Concourse Drive St. Louis, MO	CONCOURSE INVESTORS, LLC c/o Mannion Properties LLC 8845 Ladue Road St. Louis, MO 63124	PageNet Inc
6420 Cole Road Jackson, MS	UNDERWOOD DEVELOPMENT 6512 Dogwoodview Parkway St. Jackson, MS 39213	Mobile Communications Corporation of America
1800 E County Line Road Ridgeland, MS	SOURTHERN FARM BUREAU CASUALTY 1800 East County Line Rd. PO Box 1800 Ridgeland, MS 39158	Mobile Communications Corporations of America
243 Haywood Street Asheville, NC	DAVID P. IVY 5 Brookside Road Asheville, NC 28803	MobileMedia Comm

TRADEMARK
REEL: 002478 FRAME: 0247

SCHEDULE 3.9(a)(ii)
(Continued)

ADDRESS OF LEASED PREMISES	LESSOR	DEBTOR LESSEE
6701 Carmel Road Charlotte, NC	KOGER EQUITY, INC 880 Freedom Crossing Trails Jacksonville, FL 32256	Arch Wireless Holdings, Inc.
1932 West Morehead Charlotte, NC	SUBLEASE Pinnacle Towers 301 North Cattleman Road, Suite 300 Attn: Nikki Craft Sarasota, FL 34236	SUBLEASE
13347 South Point Boulevard Charlotte, NC	LPB SOUTHPOINT, INC 13347 South Point Boulevard Charlotte, NC 28273-5883	Arch Wireless Holdings, Inc.
225 Green Street Suite 901 Fayetteville, NC	ALLISON HOLDINGS, LLC 225 Green Street, Suite 1103 Fayetteville, NC 28301	Arch Wireless Holdings, Inc.
4004-B Spring Garden Street Greensboro, NC	BHI PROPERTY CO. #71 c/o The Bissell Companies PO Box 65183 Charlotte, NC 28265	Arch Southeast Communications, Inc.
4205 Old Wake Forest Road - Suite 201 Raleigh, NC	OLD WAKE FOREST ROAD ASSOCIATES 4205 Wake Forest Road Raleigh, NC 27609	Arch Wireless Holdings, Inc.
1657 Old Louisburg Road Raleigh, NC	PAUL A. TILLERY COMMERCIAL RENTALS PO Box 6308 Raleigh, NC 27628	Mobile Communications Corporation of America
4710-B Market Street Wilmington, NC	DAVID E. PRIDGEN and J. EDWARD PRICE 4710 Market Street Wilmington, NC 28405	Arch Southeast Communications, Inc.
680 Hanes Mall Boulevard Winston Salem, NC	RCP-1 c/o RICHARDSON CORP. P.O. Box 1960 Greensboro, NC 27402	Mobile Communications Corporation of America
122 South 77th Street Omaha, NE	DODGE PROPERTIES c/o Investments Property 1324 South 119th Street Omaha, NE 68144	US West Paging
3 Colonial Park Bldg. One Constitution Drive Bedford, NH	BEDFORD MANAGEMENT COMPANY c/o The Guiterrez Company PO Box 6204 Boston, MA 02212	Arch Communications Enterprises, LLC
30 N. 5th Street Camden, NJ	NEDMAR ASSOCIATES c/o Bldg Super of Camden 518 Market Street Camden, NJ 08102	Mobile Media Communications, Inc.
1871 Route 70 East Cherry Hill, NJ	EVEREST REALTY 993 Belleville Turnpike Kearny, NJ 07032	MobileComm

TRADEMARK
REEL: 002478 FRAME: 0248

SCHEDULE 3.9(a)(ii)
(Continued)

ADDRESS OF LEASED PREMISES	LESSOR	DEBTOR LESSEE
11 Commerce Drive Cranford, NJ	11 COMMERCE DR. ASSOC. 11 Commerce Drive Cranford, NJ 07016	Arch Wireless, Inc
5a Chris Court Southview Industrial Park Dayton, NJ	GREEK ITF SOUTHVIEW ASSOCIATES 33 Cotters Lane East Brunswick, NJ 08816	Mobile Communications Corporation of America
61 South Paramus Road Paramus, NJ	SIEMENS INFORMATION & COMM 900 Broken Sound Parkway NW Attn: Dana Glenn Corp RE Boca Raton, FL 33487	Arch Wireless, Inc
3830 Singer Blvd. NE Suite 4000 Alburquerque, NM	GST NEW MEXICO LIGHTWAVE INC. 4317 NE Thurston Way Vancouver, WA 98662	
525 East Madrid Road #9 Las Cruces, NM	LATHI, ALOK 1845 Camelot Drive Las Cruces, NM 88005	Arch Wireless Holdings, Inc.
604 Alta Vista Sante Fe, NM	FRANK R. REAL 604 Alta Vista Sante Fe, NM 87505-4149	Arch Wireless Holdings, Inc.
5045 Rogers Street Suite 8 Las Vegas, NV	J.A. TIBERTI PO Box 15250 Las Vegas, NV 89114	Arch Comm. Inc
1770 Central Ave Albany, NY	SALVATORE BELTRONE PO Box 517 16 Hemlock Street Latham, NY 12110	Arch Wireless Holdings, Inc.
2870 Niagara Falls Boulevard Amherst, NY	BENDERSON DEVELOPMENT RB 3 Associates PO Box 660 Buffalo, NY 14201	Arch Capitol District
555 Taxter Road Suite 100 Elmsford, NY	MACK CALI TAXTER ASSOCIATES, LLC P O Box 31776 Hartford, CT 06150-1776	PageNet, Inc.
110 S. Main Street Horseheads, NY	WILLIAM FARMER 205 Meadowbrook Parkway East Horseheads, NY 14845	Mobile Communications Corporation of America
353 Harry L Drive Johnson City, NY	KMJ ASSOC INC c/o Harser Mgmt Leasing	Tel Page Corp
10 Hemlock Street Latham, NY	TAB ASSOCIATES PO Box 517 16 Hemlock Street Latham, NY 12110	Arch Wireless Holdings, Inc.

TRADEMARK
REEL: 002478 FRAME: 0249

SCHEDULE 3.9(a)(ii)
(Continued)

ADDRESS OF LEASED PREMISES	LESSOR	DEBTOR LESSEE
8-16 West 38th Street New York, NY	FRAGLOW REALTY c/o Newmark & Co Real Estate 125 Park Ave. New York, NY 10017	AWHI
6443 Ridings Road Syracuse, NY	E.F. THRESH 6037 Galster Road East Syracuse, NY 13057	AWHI
6715 Tippecanoe Road Bldg D Lower Level Canfield, OH	MILL CREEK EQUITIES INC. PO Box 3318 Youngstown, OH 44513	Arch Comm
11570 Mosteller Road Cincinnati, OH	DUKE-WEEKS REALTY, LP 635 Maryville Centre Drive, Suite 200 St. Louis, MO 63195	MobileComm of Florida, Inc.
Wright Point Two / Suite 111 5100 Springfield Park Dayton, OH	RIVERSIDE ASSOC. Wright Paint LLC Dept 425 Columbus, OH 43265	Arch Paging Inc.
One S. Main Street Suite 1-J & 1-E2 Dayton, OH	DUCRU LIMITED PARTNERSHIP c/o European American Realty 1 South Main St. Suite 200 One Dayton Centre Dayton, OH 45402	USA Mobile Comm.
1507 Baltimore Street Defiance, OH	KENNEDY, JAMES & DORIS c/o State Bank & Trust PO Box 467 Defiance, OH 43512	USA Mobile Comm.
661 Midway Boulevard Elyria, OH	MIDWAY MALL PROPERTIES 24500 Center Ridge Road, Suite 425 Westlake, OH 44145	USA Mobile Comm.
2303 N. Main Street Suite 3 Findlay, OH	KENNEDY, JAMES & DORIS c/o State Bank & Trust PO Box 467 Defiance, OH 43512	USA Mobile Comm.
3005 N. Holland-Sylvania Road Toledo, OH	BALLAS, GEORGE PO Box 23127 Toledo, OH 43623	USA Mobile Comm.
24331-A Miles Road Warrensville Hgts, OH	TREBMAL MILES POINTE II PO Box 429 Northfield, OH 43528	Arch Wireless Inc.
330 E Wilson Bridge Road Suite 150 Worthington, OH	330 EWB LLC c/o Market Mortgage Co Ltd 330 E Wilson Bridge Road, Suite 100 Worthington, OH 43085	USA Mobile Comm.
348 W. Rayen Avenue Youngstown, OH	LOCAL 171 UBCJA of AMERICA 330 E Wilson Bridge Road, Suite 100 Worthington, OH 43085	Mobile Communications Corporation of America

TRADEMARK
REEL: 002478 FRAME: 0250

SCHEDULE 3.9(a)(ii)
(Continued)

ADDRESS OF LEASED PREMISES	LESSOR	DEBTOR LESSEE
3690 East I-240 Service Road Oklahoma City, OK	I-240 BUSINESS PARK LLC PO Box 57627 Oklahoma City, OK 73157	AWHI
312 Se Dell Lane Bend, OR	THREE R ENTERPRISES 59885 Scale House Road Bend, OR 97702	Arch Wireless Holdings, Inc.
392 E Third Ave. Eugene, OR	CLACKAMAS COMM./DAY WIRELESS PO Box 22169 Milwaukee, OR 97269	Arch Comm. Inc
1560 Biddle Road Suite A Medford, OR	LLOYD Y. THOMPSON dba Biddle Center 1550 Biddle Road, Suite G Medford, OR 97504	Arch Wireless Holdings, Inc.
3466 Progress Drive Bensalem, PA	EXPRESSWAY 95 BUSINESS CENTER Cumberland Management 50 Utley Drive Camp Hill, PA 17011	MobileMedia Communications, Inc.
3392 Progress Drive Units B, C, & D Bensalem, PA	EXPRESSWAY 95 BUSINESS CENTER Cumberland Management 50 Utley Drive Camp Hill, PA 17011	MobileMedia Communications, Inc.
6821 Peach Street Keystone Place Erie, PA	BALDWIN/RUBINO ASSOCIATES 5 West 10th Street Erie, PA 16501	Arch Wireless Holdings, Inc.
501 Mansfield Avenue - Lower Level Pittsburgh, PA	COMMERCIAL STORAGE c/o Business Records Mgmt Inc. 1018 Western Ave Pittsburgh, PA 15233	Mobile Communications Corporation of America
1009 Madison Avenue Scranton, PA	INDUSTRIAL ELECTRONICS 1009 Madison Ave Scranton, PA 18510	MobileComm
4130 Faber Place Drive Suite 105 Charleston, SC	ASHLEY CORPORATE CENTER PO Box 85080 LockBox 440 cc407 Richmond, VA 23285	Arch Wireless
1722/1724 Broad River Road Columbia, SC	RIVER CENTER ASSOCIATES c/o Anchor Commercial 4975 Lacross Road, Ste 101 Charleston, SC 29406	Arch Wireless Communications, Inc.
2047 West Evans Street Florence, SC	M.A. ELLIS 1953 West Evans St Florence, SC 29501	Mobile Communications Corporation of America
400-B2 S. Pleasantburg Drive Greenville, SC	JOHN M. CART 1741 Highway 56 Spartanburg, SC 29302	Mobile Communications Corporation of America

TRADEMARK
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SCHEDULE 3.9(a)(ii)
(Continued)

ADDRESS OF LEASED PREMISES	LESSOR	DEBTOR LESSEE
7800 N Rivers Avenue Suite 1860 N. Charleston, SC	KIMCO REALTY CORP. PO Box 5020 3333 New Hyde Park Road New Hyde Park, NY 11042	Mobile Communications Corporation of America
5959 Shallowford Road Suite 406 Chattanooga, TN	HICKORY LAND COMPANY 4289 Bonny Oaks Drive, Suite 201 Chattanooga, TN 37406	Mobile Communications Corporation of America
2111 Gunbarrel Road Chattanooga, TN	AAA AUTO CLUB SOUTH 1525 North Westshore Blvd. Tampa, FL 33607	Arch Wireless Communications, Inc.
6739 Kingston Pike Suite A Knoxville, TN	REGAS REAL ESTATE 6701 Baum Drive, Suite 105 Knoxville, TN 37919	Arch Comm. Group
3456 Poplar Avenue Memphis, TN	FINARD MEMPHIS REALTY Three Burlington Woods Drive Burlington, MA 01803	Arch Wireless Holdings, Inc.
2316 Lebanon Pike Nashville, TN	THE CROSSINGS, LP 500 Church Street, Fourth Floor Nashville, TN 37219	Arch Wireless Holdings, Inc.
703 South Van Buren Street Amarillo, TX	GAR, INC 305 Jefferson Amarillo, TX 79101	MobileComm of the Southwest, Inc.
5304 N Lamar Boulevard Austin, TX	5400 CENTRE, LTD 5304 North Lamar Austin, TX 78751	Arch Wireless Holdings, Inc.
6566 College Street Beaumont, TX	1st PROPERTIES, LLC PO Box 7795 Beaumont, TX 77726	Paging Network of Dallas
1601 S. Texas Avenue Bryan, TX	PREFERENCE INN 1681 S. Texas Avenue Bryon, TX 77801	PageNet, Inc.
1126 S. Cedar Ridge Suite 110 Duncanville, TX	MBM I JOINT VENTURE 2501 Parkview Drive, Suite 330 Ft. Worth, TX 76102	PageNet, Inc.
1401 Montana Avenue El Paso, TX	LAS TRES PALMAS Office Building 1401 Montano Ave, Ste M El Paso, TX 79902	Mobile Communications Corporation of America
513 East Jackson Street Suite 309 Harlingen, TX	JAMES R. MATZ 513 East Jackson Street, Suite 226 Harlingen, TX 78550	Mobile Communications Corporation of America
7447 Harwin Drive Suite 110 Houston, TX	BOXER PROPERTY MANAGEMENT HOUSTON NB L.P. PO Box 4737 Houston, TX 77210-4737	PageNet, Inc.

TRADEMARK
REEL: 002478 FRAME: 0252

SCHEDULE 3.9(a)(ii)
(Continued)

ADDRESS OF LEASED PREMISES	LESSOR	DEBTOR LESSEE
5177 Richmond Avenue 1st & 4th Fl. Houston, TX	KEPPEL HOUSTON 5177 Richmond Avenue, # 235 Houston, TX 77056	PageNet, Inc.
Gateway Commerce II 6330 Commerce Drive Irving, TX	GATEWAY COMMERCE, LP c/o Insignia Management Div. Property Management D 5608 Malvey, Suite 202 Fort Worth, TX 76107	Arch Wireless Holdings, Inc.
3100 Premier Drive Suite 100 Irving, TX	MICHAEL AZARIN One Premier Business Center 5455 Peach Tree Industrial Blvd Norcross, GA 30092	AWHI
406 Laurel La Marque, TX	MARTA C. GONZALES 2110 Scott Street La Marque, TX 77568	AWHI
200 Memorial Drive Nederland, TX	HARRODS CHANNELVIEW, INC. PO Box 73346 Houston, TX 77273	Mobile Communications Corporation of America
3000 Technology Drive Suite 400 Plano, TX	PROLOGIS TRUST P.O. Box 843778 Dallas, TX 75284-3778	Paging Network, Inc.
2800 Technology Drive Suite 200 Plano, TX	PROLOGIS TRUST P.O. Box 843778 Dallas, TX 75284-3778	Paging Network, Inc.
1500 International Parkway - Suite 300 Richardson, TX	1500 INTERNATIONAL PKWY, PTRSHP P.O. Box 795245 Dallas, TX 75379	Paging Network, Inc.
9315 Broadway San Antonio, TX	WARMACK AND COMPANY 650 Central Mall Texarkana, TX 75503	MobileMedia Communications, Inc. d/b/a MobileComm
70 NE Loop 410 Suite 700 San Antonio, TX	AETNA LIFE INSURANCE COMPANY 70 NE Loop 410, Suite 1050 San Antonio, TX 78216	PageNet, Inc.
2212 SW Temple Suite 8 Salt Lake City, UT	ESTATE OF SAMUEL F THOMAS c/o Colliers Property Management 3282 South 320 West Salt Lake City, UT 84107	Arch Wireless Holdings, Inc.
3805 Gaskins Road Richmond, VA	BANKS GASKINS, LLP c/o GOODMAN Segar, Hogan & Hoffle P.O. Box 85080 Lock Box 4450 Richmond, VA 23285	Mobile Communications Corporation of America
8601 Westwood Center Drive Vienna, VA	CONSOLIDATED REALTY, LP C/O Hagner Mgmt Corp. 1321 Connecticut Ave. NW Washington, DC 20036	MobileMedia Communications, Inc.

TRADEMARK
REEL: 002478 FRAME: 0253

SCHEDULE 3.9(a)(ii)
(Continued)

ADDRESS OF LEASED PREMISES	LESSOR	DEBTOR LESSEE
5480 Virginia Beach Boulevard Scores Plaza Virginia Beach, VA	BOULEVARD ASSOCIATES I 5480 Virginia Beach Blvd. Virginia Beach, VA 23462	Arch Wireless Holdings, Inc.
232 Business Park Drive – Suite 100 Virginia Beach, VA	KATSIAS COMPANY PO Box 922 Virginia Beach, VA 23451	MobileMedia Communications, Inc.
7961 North 76th Street Suite 11 Milwaukee, WI	LEISURE INVESTMENTS, INC PO Box 657 West Bend, WI 53095	Arch Comm

TRADEMARK
REEL: 002478 FRAME: 0254

SCHEDULE 3.9(a)(ii)(D)
TO SECURITY AGREEMENT
DATED AS OF MAY 29, 2002

LIST OF REAL PROPERTY LEASES

ADDRESS OF LEASED PREMISES	LESSOR	DEBTOR LESSEE
6001 Rickenbacker Ground Floor Commerce, CA	AMB INSTITUTIONAL ALLIANCE FUND c/o Trammell Crow Company P.O. Box 847633 Los Angeles, CA 75284-7633	PageNet, Inc.
13347 South Point Boulevard Charlotte, NC	LPB SOUTHPOINT, INC 13347 South Point Boulevard Charlotte, NC 28273-5883	Arch Wireless Holdings, Inc.
5a Chris Court Southview Industrial Park Dayton, NJ	GREEK ITF SOUTHVIEW ASSOCIATES 33 Cotters Lane East Brunswick, NJ 08816	Mobile Communications Corporation of America
3000 Technology Drive Suite 400 Plano, TX	PROLOGIS TRUST P.O. Box 843778 Dallas, TX 75284-3778	Paging Network, Inc.

999 Broadway, Suite 200, Saugus, MA	Arch Wireless Holdings, Inc.
10 Hemlock, Latham, NY	Arch Communications Enterprises LLC
11570 Mosteller Road, Cincinnati, OH	Arch Wireless Communications, Inc.

SCHEDULE 3.9(b)(ii)
TO SECURITY AGREEMENT
DATED AS OF MAY 29, 2002

LIST OF MATERIAL REAL PROPERTY LEASES

Premises	Lessee
1800 West Park Drive, Westborough, MA	Arch Wireless, Inc.
9030 Route 108, Columbia, MD	MobileMedia Communications, Inc.
1800 E. Countyline Road., Ridgeland, MS	Mobile Communications Corporation of America
2800 Technology Drive, Suite 200, Plano, TX	Arch Wireless Holdings, Inc.
3000 Technology Drive, Suite 400, Plano, TX	Paging Network, Inc.
9315 Broadway, San Antonio, TX	MobileMedia Communications, Inc.
Gateway Commerce 2, 6330 Commerce Dr., Irving, TX	Arch Wireless Holdings, Inc.
13347 South Point Blvd., Charlotte, NC	Arch Wireless Holdings, Inc.
999 Broadway, Suite 200, Saugus, MA	Arch Wireless Holdings, Inc.
10 Hemlock, Latham, NY	Arch Communications Enterprises LLC
11570 Mosteller Road, Cincinnati, OH	Arch Wireless Communications, Inc.

TRADEMARK
REEL: 002478 FRAME: 0256

SCHEDULE 3.7
TO SECURITY AGREEMENT
DATED AS OF MAY 29, 2002

LIST OF MATERIAL INTELLECTUAL PROPERTY

Arch Wireless, Inc.
None

Paging Network Canadian Holdings
None

PageNet SMR Sub, Inc.
None

Arch Wireless Communications, Inc.

U.S. Trademark (registered)

Mark	Regis. No.	Regis. Date	Status
USAMOBILE (stylized)	2029699	01/14/97	Registered

Arch Wireless Holdings, Inc.

Patents (pending)

Patent Title	Serial No.	Filing Date	Region
Method of and System for Wireless Network Access Through Server Platform Integration	10/040165	10/22/2001	United States
Method of and System for Wireless Network Access Through Server Platform Integration	90126050	10/22/2001	Taiwan
Method of and System for Wireless Network Access Through Server Platform Integration	US01/46231	10/23/2001	Patent Cooperation Treaty (PCT)
Managing Wireless Network Data	10/060020	January 29, 2002	United States
Directing Messages To A Directory	60/361745	March 5, 2002	United States

TRADEMARK
REEL: 002478 FRAME: 0257

U.S. Trademarks (pending)

Mark	Serial No.	Filing Date	Status
ARCH and design	75/828,213	10/22/99	Pending
ARCH and design	78/025,585	9/12/00	Pending
ARCH WEBSTER	78/015,003	6/29/00	Pending
ARCH WIRELESS	78/021,672	8/17/00	Pending
ARCH WIRELESS and design	78/025,588	9/12/00	Pending
INSTANT RECALL	78/014,812	6/28/00	Pending

Mobile Communications Corporation of America

U.S. Trademarks (registered)

Mark	Reg. No.	Reg. Date	Status
6-PAK	2,349,479	08/19/98	Registered
BUYWISE	2313873	02/01/2000	Registered
DIAL PAGE	1352543	08/06/85	Registered
DMC DIGITAL MOBILE COMMUNICATIONS	1994744	08/20/96	Registered
MEMORY MANAGER	1911808	08/15/95	Registered
MOBILECOMM	1495312	07/05/88	Registered
MOBILECOMM	1485998	04/26/88	Registered
POWERWRITER	1948790	01/16/96	Registered
SNAP PAGE	1862970	11/15/94	Registered
VOICESTOR	1658729	09/24/91	Registered
WE'RE WHAT YOU NEED TO KNOW	1976177	05/28/96	Registered
EZ ALERT	2024504	12/17/96	Registered
MESSAGESOFT	1920780	09/19/95	Registered
"M" design	2192551	09/29/98	Registered
MMS	2305248	01/04/00	Registered
MOBILEMATE	1912366	08/15/95	Registered
MOBILEMEDIA	1879629	02/21/95	Registered

TRADEMARK
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Mark	Reg. No.	Reg. Date	Status
MOBILEMEDIA and globe design	1900117	06/13/95	Registered
MOBILEMEDIA and globe design	1880488	02/28/95	Registered
SPORTSCASTER	2154348	04/28/98	Registered

U.S. Trademarks (pending)

Mark	Serial No.	Filing Date	Status
MOBILECOMM and design	75/490869	05/22/98	Pending
IT'S NOT JUST THE INTERNET. MOBILE INTELLIGENCE	75/866626	12/08/99	Pending
IT'S NOT JUST PAGING. MOBILE INTELLIGENCE	75/866628	12/08/99	Pending

Patent

Patent Title	Reg. No.	Reg. Date	Region
Digital RF Receiver	5,396,520	3/7/95	United States

Arch Communications Enterprises LLC
None

Arch Connecticut Valley, Inc.
None

Archtel, Inc.
None

Benbow Investments, Inc.
None

MobilMedia LicenseCo., L.L.C.
None
MobileMedia Communications, Inc.
None.

TRADEMARK
REEL: 002478 FRAME: 0259

Paging Network, Inc.

U.S. Copyrights (registered)

Title	Reg. No.	Status
Silverlake 16bit and 32bit alphanumeric software development kit	TXu726062	Registered
Dakota; Canyon; Catalina	TXu714321	Registered
Wireless Messaging Wizard	TXu713995	Registered

U.S. Trademarks (registered)

Mark	Reg. No.	Reg. Date	Status
1-800-VOICENOW	2,132,807	01/27/98	Registered
CALLWORX	2,137,969	02/17/98	Registered
DIALWORX	2,137,968	02/17/98	Registered
E-WORX	2,154,294	04/28/98	Registered
FAXNOW	1,887,493	04/04/95	Registered
HEAR THE LATEST	2,181,458	08/11/98	Registered
IMAGEWORX	2,137,967	02/17/98	Registered
MARKETTRAX	2451374	5/15/2001	Registered
MESSAGENOW	1,920,242	09/19/95	Registered
MISCELLANEOUS DESIGN (Man with beeper)	1,723,483	10/13/92	Registered
ONEWORX	2,170,249	06/30/98	Registered
PAGEBANK	2,143,244	03/10/98	Registered
PAGENET	2438793	3/27/2001	Registered
PAGENET stylized	2435509	3/13/2001	Registered
PAGENET	1,245,604	07/12/83	Registered
PAGENET IN TOUCH AND INGENIOUS	2,107,504	10/21/97	Registered
PAGENET NATIONWIDE and design	1,864,960	11/29/94	Registered
AIRSOURCE	2,027,189		Registered

TRADEMARK
REEL: 002478 FRAME: 0260

Mark	Reg. No.	Reg. Date	Status
PAGENET NATIONWIDE IN TOUCH AND INGENIOUS	2,107,503	10/21/97	Registered
SUREPAGE	1,777,420	06/15/93	Registered
VOICENOW	1,866,565	12/6/94	Registered
VOICENOW PAGENET	2181459	8/11/98	Registered
VOICEWORX	2,137,980	02/17/98	Registered

Mark	Serial No.	Filing Date	Status
@WARE	76-095,891		Pending
GET IT TO GO	75-844,940		Pending
VAST ONLINE	75-822,344		Pending
VAST WIRELESS SOLUTIONS	75-822,223		Pending
VAST SOLUTIONS	75-822,219		Pending
VAST GATEWAY	75-822,218		Pending
MARKETTRAX	75-495,379		Pending
VOLLEY	75-794,310		Pending
REAL TIME INFORMATION	75-844,941		Pending

Foreign Trademarks (registered)

Mark	Reg. No.	Reg. Date	Status
PAGENET	TMA445711 Canada	07/28/95	Registered
PAGENET	TMA 463342 Canada	09/13/96	Registered
PAGENET	TMA327269 Canada	05/08/87	Registered

Patents (pending)

Title	Serial No.	Filing Date	Region
Method and Apparatus for Accepting and Conveying a Message from a Telephone to a Radio Paging System	09/774,086 US00/16687	6/15/01 6/15/01	U.S. P.C.T.