

5-30-02

05-30-2002

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Toronto Dominion (Texas) Inc.,
as Successor Collateral Agent

5-30-02

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State - Delaware
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Release of Security Interest

Execution Date: May 29, 2002

2. Name and address of receiving party(ies)

Name: Paging Network, Inc.

Internal

Address: _____

Street Address: 1800 West Park Drive-Suite 250

City: Westborough State: MA Zip: 01581

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Delaware
☐ 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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,107,503

Additional number(s) attached ☐ 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 - 28th Floor

City: New York State: NY Zip: 10167-0034

6. Total number of applications and registrations involved: _____

1

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

- ☒ Enclosed
☐ 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

4

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

05/30/2002 DRYRNE 00000142 2107503

01 FC:481

40.00

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

TRADEMARK
 REEL: 002515 FRAME: 0395

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

TERMINATION AND RELEASE, dated as of May 29, 2002, from TORONTO DOMINION (TEXAS), INC., as Collateral Agent (the "Secured Party"), to PAGING NETWORK, INC. (the "Pledgor"), a Delaware corporation.

WITNESSETH:

WHEREAS, a security interest (the "Security Interest") in certain Collateral (as hereinafter defined) was granted to The Bank of New York, as Collateral Agent, and was recorded in the Trademark Division of the United States Patent & Trademark Office (the "USPTO") on the date and at the reel and frame as set forth on Schedule A; and

WHEREAS, the Security Interest in the Collateral (as hereinafter defined) was assigned by The Bank of New York, as Collateral Agent to Toronto Dominion (Texas), Inc., in its capacity as Successor Collateral Agent, which assignment was recorded in the USPTO on November 19, 2001, at Reel 002396, Frame 0356; and

WHEREAS, the Secured Party now desires to terminate and release the entirety of its Security Interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Secured Party hereby agrees as follows:

1. Collateral: The term "Collateral," as used herein, shall mean all of the Pledgor's right, title and interest of every kind and nature in and to the United States trademarks and service marks set forth on Schedule A attached hereto and (i) all registrations, applications, recordings and common-law rights relating thereto; (ii) all renewals thereof; (iii) all income, license royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present and/or future infringements thereof; (iv) the right to sue for past, present and future infringements thereof; (v) all rights corresponding thereto throughout the world; and (vi) the goodwill of Pledgor's business connected with and symbolized by the foregoing.

2. Release: The Secured Party hereby terminates and releases in its entirety the Security Interest in the Collateral.

3. Recordation: The Secured Party hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record this release of the Security Interest in the Collateral.

4. Further Assurance: The Secured Party hereby agrees to, at the sole expense of the Pledgor, duly execute, acknowledge, procure and deliver any further documents, including, but not limited to, those documents necessary under Article 9 of the Uniform Commercial Code or other applicable law, and to do such other acts as may be reasonably necessary to effect the release of the Security Interests contemplated hereby.

5. Modification: This Termination and Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

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

By:

Name:

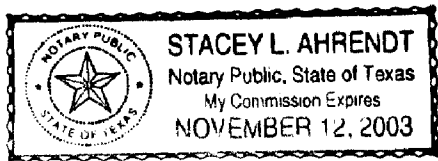
Title:

Jim Bridwell
JIM BRIDWELL
VICE PRESIDENT

STATE OF Texas)
COUNTY OF Harris)

ss:

On this 21ST day of May, 2002, before me personally appeared Jim Bridwell to me known who, being by me duly sworn, did depose and say that he is Vice President of TORONTO DOMINION (TEXAS), INC., the corporation described herein and which executed the foregoing instrument, and that he signed his name thereto pursuant to the authority granted by such corporation.



Stacey L. Ahrendt
Notary Public

SCHEDULE A

<u>U.S. Trademark</u>	<u>U.S. Registration Number</u>	<u>Filing Information</u>	
		<u>Reel/Frame</u>	<u>Recordation Date</u>
PAGNET NATIONWIDE IN TOUCH AND INGENIOUS	2,107,503	002196/0043	11/19/2001
		002396/0356 ^{1/}	11/19/2001
		002396/0411 ^{1/}	11/19/2001

^{1/} Assignment from The Bank of New York to Toronto Dominion (Texas), Inc.