

5-30-02

05-30-2002

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



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

102106059

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

2. Name and address of receiving party(ies) Name: Arch Communications Enterprises LLC 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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Release of Security Interest
Execution Date: May 29, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,919,000; 1,651,718; 1,858,892; 1,834,200;
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: 7
7. Total fee (37 CFR 3.41) \$ 190.00 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 Signature Date May 29, 2002
Total number of pages including cover sheet, attachments, and document: 5

05/30/2002 DBYRNE 00000138 1919000 01 FC:481 02 FC:482 40.00 OP 150.00 OP

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: 0440

**RECORDATION FORM COVER SHEET (Cont.)
TRADEMARKS ONLY**

Continuation of Conveyance from **Toronto Dominion (Texas) Inc.**, as Successor Collateral Agent (Conveying Party) to **Arch Communications Enterprises, LLC** (Receiving Party).

Continuation of Item 4.B. Trademark Registration No. (s) - 1,868,614; 1,798,900; 1,319,889.

**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 ARCH COMMUNICATIONS ENTERPRISES LLC (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 dates 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; 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 and each part thereof.
4. Further Assurance: The Secured Party hereby agrees to, at the sole expense of 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.

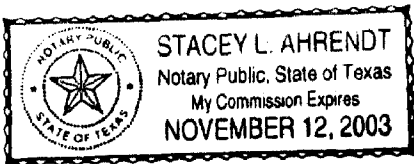
TORONTO DOMINION (TEXAS), INC., as
Collateral Agent

By: *Jim Bridwell*
Name: JIM BRIDWELL
Title: 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. described herein and which executed the foregoing instrument, and that he signed his name thereto pursuant to the authority granted by Toronto Dominion (Texas), Inc.



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>
ARCH NATIONWIDE PAGING	1,919,000	1353/0757	5/18/1995
		1470/0455	6/3/1996
		2187/0246 ^{1/}	12/5/2000
		2187/0201 ^{2/}	12/5/2000
		002396/0421 ^{3/}	11/19/2001
PAGE MICHIGAN	1,651,718	1351/0265	5/18/1995
		1803/0121	10/13/1998
		1866/0165	4/19/1999
		2187/0201 ^{2/}	12/5/2000
		002396/0421 ^{3/}	11/19/2001
WESTLINK	1,858,892	1470/0443	6/3/1996
		1803/0126	10/13/19998
		1866/0165	4/19/1999
		002396/0421 ^{3/}	11/19/2001
TODAY'S PAGER	1,834,200	1470/0443	6/3/1996
		1803/0126	10/13/1998
		1866/0165	4/19/1999
		002396/0421 ^{3/}	11/19/2001
PAGE ASSIST	1,868,614	1470/0443	6/3/1996
		1803/0126	10/13/19998
		002187/0216 ^{4/}	12/31/98
		1866/0165	4/19/1999
		002396/0421 ^{3/}	11/19/2001
PAGE WEST	1,798,900	1470/0443	6/3/1996
		1803/0126	10/13/19998
		1866/0165	4/19/1999
		002396/0421 ^{3/}	11/19/2001
CALL STAR PAGING	1,319,889	1470/0699	6/3/1996
		1803/0126	10/13/1998
		1866/0165	4/19/1999
		002396/0421 ^{3/}	11/19/2001

^{1/} Original owner of trademark, Arch Communications Enterprises, Inc., assigned trademark to Arch Michigan, Inc.

^{2/} Arch Michigan, Inc. merged into Arch Communications Enterprises LLC.

^{3/} Assignment from The Bank of New York to Toronto Dominion (Texas), Inc.

^{4/} The Westlink Company merged into Arch Communications Enterprises LLC.