

5-30-02

05-30-2002

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



102106056

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

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

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) 75-702,605;
75-794,310.

B. Trademark Registration No.(s) 2,451,374;
2,438,793; 2,435,509; 2,132,807;

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: 27

7. Total fee (37 CFR 3.41).....\$ 690.00
 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 Elizabeth W. Butler May 29, 2002
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 8

05/30/2002 DBYRNE 00000141 75702605
40.00 BP
650.00 BP

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

TRADEMARK
REEL: 002515 FRAME: 0445

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

Continuation of Conveyance from **Toronto Dominion (Texas) Inc.**, as Successor Collateral Agent (Conveying Party) to **Paging Network, Inc.** (Receiving Party).

Continuation of Item 4.B. Trademark Registration No. (s) - 1,797,822; 2,137,969; 2,137,968; 2,154,294; 1,887,493; 2,181,458; 2,137,976; 1,920,242; 1,723,483; 2,170,249; 2,143,244; 1,575,583; 1,245,604; 2,107,504; 1,864,960; 1,811,129; 1,777,420; 1,866,565; 2,181,459; 2,137,980; 2,107,503.

**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 Nationsbank of Texas, N.A., as Documentation Agent ("NationsBank"), 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 was assigned by NationsBank to Bank of America as its successor in interest and was recorded in the Trademark Division of 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 Bank of America to The Bank of New York, as Collateral Agent and was recorded in the Trademark Division of 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. as Successor Collateral Agent, which assignment was recorded in the USPTO on the date and at the reel and frame as set forth on Schedule A; 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 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 as may be necessary under Article 9 of the Uniform Commercial Code or other applicable law, and to do such other acts as may be reasonable 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 or 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 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>
MARKETTRAX	2,451,374	1394/0594 ^{1/} 002028/0764 ^{2/} 002196/0055 ^{3/} 002396/0411 ^{4/}	9/8/1995 3/2/2000 12/5/2000 11/19/2001
MYCLIPS	75-702605	1394/0594 ^{1/} 002028/0764 ^{2/} 002196/0055 ^{3/} 002396/0411 ^{4/}	9/8/1995 3/2/2000 12/5/2000 11/19/2001
PAGENET	2,438,793	1394/0594 ^{1/} 002028/0764 ^{2/} 002196/0055 ^{3/} 002396/0411 ^{4/}	9/8/1995 3/2/2000 12/5/2000 11/19/2001
PAGENET (STYLIZED)	2,435,509	1394/0594 ^{1/} 002028/0764 ^{2/} 002196/0055 ^{3/} 002396/0411 ^{4/}	9/8/1995 3/2/2000 12/5/2000 11/19/2001
VOLLEY	75-794310	1394/0594 ^{1/} 002028/0764 ^{2/} 002196/0055 ^{3/} 002396/0411 ^{4/}	9/8/1995 3/2/2000 12/5/2000 11/19/2001
1-800-VOICENOW	2,132,807	1394/0594 ^{1/} 002028/0764 ^{2/} 002196/0055 ^{3/} 002396/0411 ^{4/}	9/8/1995 3/2/2000 12/5/2000 11/19/2001
BEEPS & VIBES	1,797,822	1394/0594 ^{1/} 002028/0764 ^{2/} 002196/0055 ^{3/} 002396/0411 ^{4/}	9/8/1995 3/2/2000 12/5/2000 11/19/2001
CALLWORK	2,137,969	1394/0594 ^{1/} 002028/0764 ^{2/} 002196/0055 ^{3/} 002396/0411 ^{4/}	9/8/1995 3/2/2000 12/5/2000 11/19/2001

^{1/} Grant of Security Interest to NationsBank of Texas, N.A.

^{2/} Assignment of Security Interest from NationsBank of Texas, N.A. to Bank of America, N.A.

^{3/} Assignment of Security Interest from Bank of America, N.A. to The Bank of New York.

^{4/} Assignment of Security Interest from The Bank of New York to Toronto Dominion (Texas), Inc.

DIALWORX	2,137,968	1394/0594 ^{1/} 002028/0764 ^{2/} 002196/0055 ^{3/} 002396/0411 ^{4/}	9/8/1995 3/2/2000 12/5/2000 11/19/2001
E-WORX	2,154,294	1394/0594 ^{1/} 002028/0764 ^{2/} 002196/0055 ^{3/} 002396/0411 ^{4/}	9/8/1995 3/2/2000 12/5/2000 11/19/2001
FAXNOW	1,887,493	1394/0594 ^{1/} 002028/0764 ^{2/} 002196/0055 ^{3/} 002396/0411 ^{4/}	9/8/1995 3/2/2000 12/5/2000 11/19/2001
HEAR THE LATEST	2,181,458	1394/0594 ^{1/} 002028/0764 ^{2/} 002196/0055 ^{3/} 002396/0411 ^{4/}	9/8/1995 3/2/2000 12/5/2000 11/19/2001
IMAGEWORX	2,137,976	1394/0594 ^{1/} 002028/0764 ^{2/} 002196/0055 ^{3/} 002396/0411 ^{4/}	9/8/1995 3/2/2000 12/5/2000 11/19/2001
MESSAGENOW	1,920,242	1394/0594 ^{1/} 002028/0764 ^{2/} 002196/0055 ^{3/} 002396/0411 ^{4/}	9/8/1995 3/2/2000 12/5/2000 11/19/2001
MISCELLANEOUS DESIGN	1,723,483	1394/0594 ^{1/} 002028/0764 ^{2/} 002196/0055 ^{3/} 002396/0411 ^{4/}	9/8/1995 3/2/2000 12/5/2000 11/19/2001
ONEWORX	2,170,249	1394/0594 ^{1/} 002028/0764 ^{2/} 002196/0055 ^{3/} 002396/0411 ^{4/}	9/8/1995 3/2/2000 12/5/2000 11/19/2001

^{1/} Grant of Security Interest to NationsBank of Texas, N.A.

^{2/} Grant of Security Interest to Bank of America.

^{3/} Assignment to The Bank of New York.

^{4/} Assignment to Toronto Dominion (Texas), Inc.

PAGEBANK	2,143,244	1394/0594 ^{1/} 002028/0764 ^{2/} 002196/0055 ^{3/} 002396/0411 ^{4/}	9/8/1995 3/2/2000 12/5/2000 11/19/2001
PAGEMAIL	1,575,583	1394/0594 ^{1/} 002028/0764 ^{2/} 002196/0055 ^{3/} 002396/0411 ^{4/}	9/8/1995 3/2/2000 12/5/2000 11/19/2001
PAGENET	1,245,604	1394/0594 ^{1/} 002028/0764 ^{2/} 002196/0055 ^{3/} 002396/0411 ^{4/}	9/8/1995 3/2/2000 12/5/2000 11/19/2001
PAGENET IN TOUCH AND INGENIOUS	2,107,504	1394/0594 ^{1/} 002028/0764 ^{2/} 002196/0055 ^{3/} 002396/0411 ^{4/}	9/8/1995 3/2/2000 12/5/2000 11/19/2001
PAGENET NATIONWIDE AND DESIGN	1,864,960	1394/0594 ^{1/} 002028/0764 ^{2/} 002196/0055 ^{3/} 002396/0411 ^{4/}	9/8/1995 3/2/2000 12/5/2000 11/19/2001
PAGENET (STYLIZED)	1,811,129	1394/0594 ^{1/} 002028/0764 ^{2/} 002196/0055 ^{3/} 002396/0411 ^{4/}	9/8/1995 3/2/2000 12/5/2000 11/19/2001
SUREPAGE	1,777,420	1394/0594 ^{1/} 002028/0764 ^{2/} 002196/0055 ^{3/} 002396/0411 ^{4/}	9/8/1995 3/2/2000 12/5/2000 11/19/2001
VOICENOW	1,866,565	1394/0594 ^{1/} 002028/0764 ^{2/} 002196/0055 ^{3/} 002396/0411 ^{4/}	9/8/1995 3/2/2000 12/5/2000 11/19/2001

^{1/} Grant of Security Interest to NationsBank of Texas, N.A.

^{2/} Grant of Security Interest to Bank of America.

^{3/} Assignment to The Bank of New York.

^{4/} Assignment to Toronto Dominion (Texas), Inc.

VOICENOW PAGENET	2,181,459	1394/0594 ¹ 002028/0764 ² 002196/0055 ³ 002396/0411 ⁴	9/8/1995 3/2/2000 12/5/2000 11/19/2001
VOICEWORX	2,137,980	1394/0594 ¹ 002028/0764 ² 002196/0055 ³ 002396/0411 ⁴	9/8/1995 3/2/2000 12/5/2000 11/19/2001
PAGENET NATIONWIDE IN TOUCH AND INGENIOUS	2,107,503	1394/0594 ¹ 002028/0764 ² 002196/0055 ³ 002396/0411 ⁴	9/8/1995 3/2/2000 12/5/2000 11/19/2001

¹ Grant of Security Interest to NationsBank of Texas, N.A.

² Grant of Security Interest to Bank of America.

³ Assignment to The Bank of New York.

⁴ Assignment to Toronto Dominion (Texas), Inc.