

5-30-02

05-30-2002



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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

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

1. Name of conveying party(ies): 5-30-02  
 Toronto Dominion (Texas) Inc., as Successor  
 Administrative Agent, as Successor Collateral  
 Agent and as Successor Security Agent

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 Wireless Holdings, 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) 75-828,213;  
75-868,375; 75-495,392; 78-025,588;

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s) 2,029,699

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: 12

7. Total fee (37 CFR 3.41).....\$ 315.00  
 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: 9

05/30/2002 DRYNE 00000139 75828213  
 01 FC:481  
 02 FC:482  
 40.00 DP  
 275.00 DP

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: 0457

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

Continuation of Conveyance from **Toronto Dominion (Texas) Inc.**, as Successor Administrative Agent, as Successor Collateral Agent and as Successor Security Agent, **The Bank of New York**, as Successor Trustee under the Indenture dated as of February 7, 1994 and as a Successor Collateral Agent, and **Wilmington Trust Company**, as Successor Trustee under the Indenture dated as of December 15, 1994 (Conveying Parties) to **Arch Wireless Holdings, Inc.** (Receiving Party).

**Continuation of Item 1. Name of Conveying Parties -**

The Bank of New York, as Successor Trustee under the Indenture dated as of February 7, 1994 and as a Successor Collateral Agent (Corporation - State of New York).

Wilmington Trust Company, as Successor Trustee under the Indenture dated as of December 15, 1994 (Corporation - State of Delaware).

**Continuation of Item 4.A. Trademark Application No. (s) -** 78-025,585; 78-021,672; 78-015,003; 78-014,812; 78-005,020; 78-001,685; 75-868,375.

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

TERMINATION AND RELEASE, dated as of May 29, 2002, from TORONTO DOMINION (TEXAS), INC., as Successor Administrative Agent, as a Successor Collateral Agent and as Successor Security Agent, THE BANK OF NEW YORK, as Successor Trustee under that certain Indenture, dated as of February 7, 1994, between Arch Wireless Communications, Inc. ("Arch") and United States Trust Company of New York ("US Trust") (the "Arch 9-1/2% Indenture") and as a Successor Collateral Agent under the Arch 9-1/2% Indenture and the Arch 14% Indenture (as defined below), (Toronto Dominion (Texas), Inc. and The Bank of New York, collectively, the "Secured Parties") and WILMINGTON TRUST COMPANY, as Successor Trustee under that certain Indenture, dated as of December 15, 1994, between Arch and US Trust (the "Arch 14% Indenture") to ARCH WIRELESS HOLDINGS, INC., a Delaware corporation (the "Pledgor").

WITNESSETH:

WHEREAS, a security interest (the "Security Interest") in certain Collateral (as hereinafter defined) was granted to The Bank of New York, in its capacities as Administrative Agent under a certain credit agreement, as Security Agent and as a Collateral Agent under that certain Security and Intercreditor Agreement, dated as of March 23, 2000 (the "Security Agreement"), US Trust, as Trustee under the Arch 9-1/2% Indenture and as a Collateral Agent under the Security Agreement and US Trust, as Trustee under the Arch 14% Indenture and as a Collateral Agent under the Security Agreement, which Security Interest was recorded in the Trademark Division of the United States Patent & Trademark Office (the "USPTO") on the dates and at the reels and frames as set forth on Schedule A; and

WHEREAS, Toronto Dominion (Texas), Inc. succeeded The Bank of New York as such Administrative Agent, as such Security Agent and as such a Collateral Agent and the Security Interest in the Collateral (as hereinafter defined) theretofor granted to it in such capacities was assigned by it to Toronto Dominion (Texas), Inc.; and

WHEREAS, The Bank of New York succeeded US Trust as Trustee of each of the Arch 9-1/2% Indenture and Arch 14% Indenture and the Security Interest in the Collateral (as hereinafter defined) theretofor granted to US Trust in such capacities was assigned by US Trust to The Bank of New York, in its capacity as Successor Trustee and Successor Collateral Agent; and

WHEREAS, Wilmington Trust Company succeeded The Bank of New York as Trustee of the Arch 14% Indenture to and to all of the rights and obligations of The Bank of New York thereunder but did not succeed The Bank of New York as Collateral Agent under the Security Agreement; and

WHEREAS, the Secured Parties now desire 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 Parties hereby agree 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. Consent: Wilmington Trust Company, as Successor Trustee under the Arch 14% Indenture and pursuant to and in accordance with the Findings of Fact, Conclusions of Law, and Order Under 11 U.S.C. §1129(a) & (b) and Fed. R. Bankr. P. 3020 Confirming Debtors' Joint Plan of Reorganization (which was so ordered by the United States Bankruptcy Court for the District of Massachusetts (Western Division) (the "Bankruptcy Court") on May 15, 2002 as reflected on the docket of the Bankruptcy Court (the "Confirmation Order")), has no objection to The Bank of New York, as Collateral Agent for the holders of the Notes issued under the Arch 14% Indenture, executing this Termination and Release and any UCC financing statement terminations as are necessary or appropriate to terminate any filings in respect of the Security Interest in the Collateral in favor of such Successor Trustee or such holders.

3. Release: The Secured Parties hereby terminate and release in its entirety the Security Interest in the Collateral.

4. Recordation: The Secured Parties hereby authorize and request the Commissioner of Patents and Trademarks of the United States to record this release of the Security Interest in the Collateral.

5. Further Assurance: The Secured Parties hereby agree 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 Interest contemplated hereby.

6. 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.

7. Counterparts: This Termination and Release may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

[Signature page follows.]



THE BANK OF NEW YORK, as  
Successor Trustee under the Indenture dated as of  
February 7, 1994 and a Successor Collateral Agent

By: CPD  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF New York )  
COUNTY OF New York )

ss:

COREY BABAROVICH

On this 21 day of MAY, 2002, before me personally appeared \_\_\_\_\_ to  
me known who, being by me duly sworn, did depose and say that he is VP of  
THE BANK OF NEW YORK, 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.

Irene Siegel  
Notary Public

IRENE SIEGEL  
Notary Public, State of New York  
No. 24-4927894  
Qualified in Kings County  
~~Certificate Filed in New York County~~  
Commission Expires April 25, 2006



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 (AND DESIGN)	75-828213	002196/0049	12/5/2000
		002404/0883 <sup>1/</sup>	11/19/2001
		002396/0327 <sup>2/</sup>	11/19/2001
		002396/0335 <sup>3/</sup>	11/19/2001
ARCH COMMUNICATIONS	75-868375	002196/0049	12/5/2000
		002404/0883 <sup>1/</sup>	11/19/2001
		002396/0327 <sup>2/</sup>	11/19/2001
		002396/0335 <sup>3/</sup>	11/19/2001
USA MOBILE	2,029,699	002196/0049	12/5/2000
		002404/0883 <sup>1/</sup>	11/19/2001
		002396/0327 <sup>2/</sup>	11/19/2001
		002396/0335 <sup>3/</sup>	11/19/2001
ZOOMLINK	75-495392	002196/0049	12/5/2000
		002404/0883 <sup>1/</sup>	11/19/2001
		002396/0327 <sup>2/</sup>	11/19/2001
		002396/0335 <sup>3/</sup>	11/19/2001
ARCH WIRELESS (AND DESIGN)	78-025588	002196/0049	12/5/2000
		002404/0883 <sup>1/</sup>	11/19/2001
		002396/0327 <sup>2/</sup>	11/19/2001
		002396/0335 <sup>3/</sup>	11/19/2001
ARCH (AND DESIGN)	78-025585	002196/0049	12/5/2000
		002404/0883 <sup>1/</sup>	11/19/2001
		002396/0327 <sup>2/</sup>	11/19/2001
		002396/0335 <sup>3/</sup>	11/19/2001
ARCH WIRELESS	78-021672	002196/0049	12/5/2000
		002404/0883 <sup>1/</sup>	11/19/2001
		002396/0327 <sup>2/</sup>	11/19/2001
		002396/0335 <sup>3/</sup>	11/19/2001

<sup>1/</sup> Added United States Trust Company of New York as Trustee of each of the Arch 9-1/2% Indenture and Arch 14% Indenture and as a Collateral Agent.

<sup>2/</sup> Assignment from The Bank of New York to Toronto Dominion (Texas), Inc., as successor Administrative Agent, Collateral Agent and Security Agent.

<sup>3/</sup> Assignment from United States Trust Company of New York to The Bank of New York, as successor Trustee of each of the Arch 9-1/2% Indenture and Arch 14% Indenture and as a Collateral Agent.



ARCH WEBSTER	78-015003	002196/0049 002404/0883 <sup>1/</sup> 002396/0327 <sup>2/</sup> 002396/0335 <sup>3/</sup>	12/5/2000 11/19/2001 11/19/2001 11/19/2001
INSTANT RECALL	78-014812	002196/0049 002404/0883 <sup>1/</sup> 002396/0327 <sup>2/</sup> 002396/0335 <sup>3/</sup>	12/5/2000 11/19/2001 11/19/2001 11/19/2001
ARCH.NET WIRELESS	78-005020	002196/0049 002404/0883 <sup>1/</sup> 002396/0327 <sup>2/</sup> 002396/0335 <sup>3/</sup>	12/5/2000 11/19/2001 11/19/2001 11/19/2001
QWERTY	78-001685	002196/0049 002404/0883 <sup>1/</sup> 002396/0327 <sup>2/</sup> 002396/0335 <sup>3/</sup>	12/5/2000 11/19/2001 11/19/2001 11/19/2001
ARCH.COMMUNICATIONS	75-868375	002196/0049 002404/0883 <sup>1/</sup> 002396/0327 <sup>2/</sup> 002396/0335 <sup>3/</sup>	12/5/2000 11/19/2001 11/19/2001 11/19/2001

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