



07-09-2002

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

RECORD TRADEMARK



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DEPARTMENT OF COMMERCE J.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):

MobileMedia Communications, Inc.

07/02/02

- 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: Mobile Communications Corporation of America 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

Execution Date: June 3, 2002

* See Attached Bill of Sale, Assignment and Assumption Agmt.

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

A. Trademark Application No.(s) 75-828,213; 78-025,585; 78-015,003; 78-021,672;

B. Trademark Registration No.(s)

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: Andrew E. Auerbach, Esq.

Street Address: 245 Park Avenue

City: New York State: NY Zip: 10167

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41): \$ 165.00

- 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.

Andrew E. Auerbach Name of Person Signing

Signature

June 24, 2002 Date

Total number of pages including cover sheet, attachments, and document: 6

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

07/08/2002 ANNED1 0000005 75828213 01 FC:481 40.00 DP

125.00 DP

TRADEMARK REEL: 002540 FRAME: 0240

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

Continuation of Conveyance from **MobileMedia Communications, Inc.** (Conveying Party) to **Mobile Communications Corporation of America** (Receiving Party).

Continuation of Item 4.A. Trademark Application No. (s) - 78-025,588; 78-014,812.

**BILL OF SALE, ASSIGNMENT
AND ASSUMPTION AGREEMENT**

This Bill of Sale, Assignment and Assumption Agreement dated as of May 31, 2002 is entered into between MobileMedia Communications, Inc., a Delaware corporation ("MMCI"), and Mobile Communications Corporation of America, a Delaware corporation and wholly owned subsidiary of MMCI ("MCCA").

RECITALS

A. MMCI and MCCA are parties to that certain Contribution Agreement dated as of May 31, 2002 (the "Contribution Agreement") pursuant to which MMCI agreed to contribute to MCCA and MCCA agreed to acquire from MMCI all of the operating assets and certain liabilities of MMCI.

B. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Contribution Agreement.

NOW, THEREFORE, pursuant to the transactions contemplated by the Contribution Agreement, and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, MMCI and MCCA hereby take the following actions and make the following agreements.

1. Contribution.

(i) MMCI hereby, as a capital contribution to MCCA, contributes, transfers, assigns and conveys to MCCA and its successors and assigns, absolutely and irrevocably, subject to the Security Interest granted pursuant to that certain Security Agreement, dated as of May 29, 2002, among Arch Wireless, Inc., Arch Wireless Holdings, Inc., Arch Wireless Communications, Inc., the subsidiaries of Arch Wireless, Inc. party thereto, including MMCI and MCCA, and The Bank of New York, as collateral agent, all of MMCI's assets other than the Subsidiary Stock (which is specifically excluded from such contribution, transfer, assignment and conveyance), including without limitation, all authorizations issued by the Federal Communications Commission and held by MMCI, all transmitters, antennas, paging units, other electronic and radio devices, vehicles, computers, computer programs, software, customer contracts, all employee benefit plans or arrangements, all other contracts of every sort, customer lists, all real and personal property, all other intellectual property of any sort, and accounts receivable.

(ii) MMCI hereby covenants and agrees that it will, at the request of MCCA and without further consideration, execute and deliver, and will cause its employees to execute and deliver, such other instruments of contribution, transfer, assignment and conveyance, and take such other action as may reasonably be necessary to more effectively contribute, transfer, assign, convey and deliver to, and vest in, MCCA, its successors and assigns, good, record and marketable title to the Operating Assets hereby contributed, transferred, assigned, conveyed and delivered, or intended so to be, and to put MCCA in actual possession and operating control thereof, to assist MCCA in exercising all rights with respect thereto and to carry out the purpose and intent of the Contribution Agreement.

(iii) MMCI does hereby irrevocably constitute and appoint MCCA, its successors and assigns, its true and lawful attorney, with full power of substitution, in its name or otherwise, and on behalf of MMCI, or for its own use, to claim, demand, collect and receive at any time and from time to time any and all assets, properties, claims, accounts and other rights, tangible or intangible, hereby contributed, transferred, assigned, conveyed and delivered, or intended so to be, and to prosecute the same at law or in equity and, upon discharge thereof, to complete, execute and deliver any and all necessary instruments of satisfaction and release.

2. Assumption.

(i) MCCA hereby assumes the Assumed Liabilities (and no other liabilities or obligations of MMCI), and agrees to pay, perform and discharge the Assumed Liabilities in accordance with the respective terms thereof.

(ii) Nothing herein shall be deemed to deprive MCCA of any defenses, set-offs or counterclaims which MMCI may have had or which MCCA shall have with respect to any of the obligations, liabilities and commitments hereby assumed (the "Defenses and Claims"). MMCI hereby transfers, assigns and conveys to MCCA all Defenses and Claims and agrees to cooperate with MCCA to maintain, secure, perfect and enforce such Defenses and Claims, including the signing of any documents, the giving of any testimony or the taking of any such other action as is reasonably requested by MCCA in connection with such Defenses and Claims.

3. No Modification of the Contribution Agreement. Each of MMCI and MCCA, by its execution of this Bill of Sale, Assignment and Assumption Agreement, hereby acknowledges and agrees that neither the terms and limitations nor the rights and remedies of either MMCI or MCCA under the Contribution Agreement shall be deemed to be enlarged, modified or altered in any way by such execution and acceptance of this Bill of Sale, Assignment and Assumption Agreement.

4. Entire Agreement, Amendment and Waivers. This Bill of Sale, Assignment and Assumption Agreement and the Contribution Agreement constitute the entire agreement between MMCI and MCCA pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of MMCI and MCCA, and there are no representations, warranties or other agreements between MMCI and MCCA in connection with the subject matter hereof except as set forth specifically herein or therein or contemplated hereby or thereby. No supplement, modification or waiver of this Bill of Sale, Assignment and Assumption Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Bill of Sale, Assignment and Assumption Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

5. Binding Agreement. This Bill of Sale, Assignment and Assumption Agreement constitutes, and all other documents to be executed by each party shall, when executed and delivered, constitute, the legal, valid and binding obligations of each party enforceable in accordance with their respective terms and shall be binding upon and inure to the benefit of its respective successors and assigns.

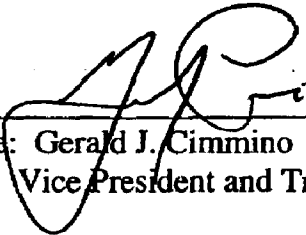
6. Effective Date and Time. The consummation of the transactions contemplated by this Bill of Sale, Assignment and Assumption Agreement shall be deemed to be effected at 2:30 P.M., Eastern Daylight Time, on May 31, 2002.

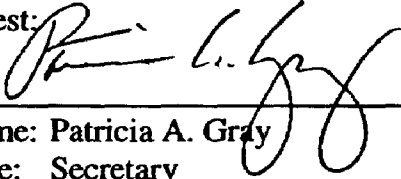
7. Governing Law. This Bill of Sale, Assignment and Assumption Agreement and all transactions contemplated hereby shall be deemed to be made under, and shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without regard to principles of conflict laws.

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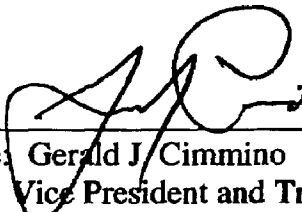
IN WITNESS WHEREOF, this Bill of Sale, Assignment and Assumption Agreement has been duly executed by MMCI and MCCA as of and on the date first above written.

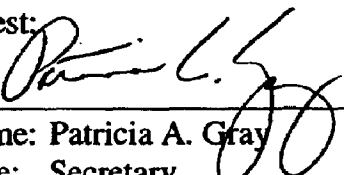
MOBILEMEDIA COMMUNICATIONS, INC.

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

Attest: 
Name: Patricia A. Gray
Title: Secretary

**MOBILE COMMUNICATIONS
CORPORATION OF AMERICA**

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

Attest: 
Name: Patricia A. Gray
Title: Secretary