

01-14-2003

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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102337150

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):  
METROCALL USA, INC.

1-7-03

- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_
- Association
- Limited Partnership

DELAWARE

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: October 8, 2002

2. Name and address of receiving party(ies)

Name: See 1 in Addendum

Internal

Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- 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)

76/450515

B. Trademark Registration No.(s)

2006525

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Saul R. Laureles

Internal Address: Mayer Brown Rowe & Maw

Street Address: 700 Louisiana Street, Suite 3600

City: Houston State: TX Zip: 77002

6. Total number of applications and registrations involved: \_\_\_\_\_

34

7. Total fee (37 CFR 3.41).....\$ 865.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

13-0019

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Christopher H. Dore

Name of Person Signing

*Christopher H. Dore*

Signature

January 7, 2002

Date

16

01/13/2003 LNUELLER 00000095 76450515

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

01 FC:8521  
02 FC:8522

40.00 UP  
825.00 DP

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

TRADEMARK  
REEL: 002647 FRAME: 0870

# Attachment for Recordation Form Cover Sheet Trademarks Only (Form PTO-1594)

1. a. TORONTO DOMINION (TEXAS), INC. AS ADMINISTRATIVE AGENT
- b.
- c. 909 Fannin Street, Suite 1700
- d. Houston
- e. TX
- f. 77010
- g.  X
- h.
- i.
- j.
- k.
- l. DELAWARE
- m.
- n.

Continuation of Item 4. Additional Application Number(s) or Registration Number(s)

A. Trademark Application No.(s): 75/450516, 76/450517, 76/458449, 76/460069, 75/842206, 76/311358, 75/468568, ~~75/513708~~, ~~75/664843~~, 75/918224, 76/077855, 76/405850, and 76/405900

B. Trademark Registration No.(s): 1999193, 1977918, 2242488, 2244276, 1982142, 1985185, 2533467, 1475653, 2397195, 1353284, 1310413, 2024965, 1310414, 1309373, 1124767, 2065516, 2040053, 1173630, and 1980324

# TRADEMARK SECURITY AGREEMENT

## (TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of the 8th day of October, 2002, is made by and between METROCALL USA, INC., a Delaware corporation (the "Grantor"), and TORONTO DOMINION (TEXAS), INC., as administrative agent (the "Administrative Agent") for the Secured Parties defined below.

WHEREAS, the Grantor owns the Trademarks and Trademark registrations listed on Schedule I annexed hereto; and

WHEREAS, Metrocall, Inc., a Delaware corporation (the "Borrower"), the Lenders (as defined in the Credit Agreement defined below) and the Administrative Agent (as defined in the Credit Agreement defined below) are all parties to that certain Credit Agreement dated as of even date herewith (as amended, restated or otherwise modified or replaced from time to time, the "Credit Agreement"); and

WHEREAS, in accordance with the terms of Section 3.1 (a) of the Credit Agreement, the Grantor is required to execute and deliver this Agreement; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

WHEREAS, the Grantor has determined that its execution, delivery and performance of this Agreement directly benefit, and are within the corporate purposes and in the best interests of, the Grantor; and

WHEREAS, the Grantor acknowledges and agrees that the parties hereto intend that this Agreement and the collateral furnished hereunder shall secure, without interruption or impairment of any kind, all Obligations of the Borrower and the other Obligor under the Credit Agreement, the Notes and the other Loan Documents (other than the obligations of the Borrower, Metrocall, Inc. and the other "Obligors" under the Senior Secured PIK Credit Agreement and all instruments, certificates and agreements now or hereafter executed thereunder); and

WHEREAS, pursuant to the terms of that Security Agreement dated as of even date herewith (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), between the Grantor and the Administrative Agent, as secured party (herein referred to as the "Grantee"), *inter alia*, the Grantor has granted to the Grantee a security interest in substantially all the assets of the Grantor, including, without limitation, all right, title and interest of the Grantor in, to and under all of the Grantor's trademarks, service marks and applications therefor (as defined in the Security Agreement), whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Trademarks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by

reason of infringement or dilution thereof or injury to the associated goodwill, to secure the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

All capitalized terms used herein shall have the meanings ascribed to them in the Credit Agreement to the extent not otherwise defined or limited herein. For purposes hereof, "Secured Parties" shall mean, collectively, the Administrative Agent and the Lenders, and "Secured Party" shall mean any one of the foregoing.

1. Grant of Security Interest. The Grantor hereby grants and assigns to the Grantee (for the benefit of the Secured Parties) a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"):

(a) all trademarks, trademark registrations and trademark applications, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature, including, without limitation, the trademarks, trademark registrations, trade styles, service marks, certification marks, collective marks and logos referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;

(b) all of the goodwill of the business connected with the use of, and symbolized by, each trademark; and

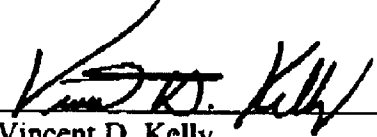
(c) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement or dilution of any trademark or trademark registration, including, without limitation, the trademarks and trademark registrations referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any trademark or trademark registration.

2. Security Agreement. This security interest is granted in conjunction with, and not in limitation of, the security interests granted to the Grantee pursuant to the Security Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Security Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

3. Loan Document. This Trademark Security Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 8<sup>th</sup> day of October, 2002.

METROCALL USA, INC., a Delaware corporation

By:   
Name: Vincent D. Kelly  
Title: Executive Vice President, Chief Operating Officer, Chief Financial Officer, Treasurer and Secretary

Acknowledged:

TORONTO DOMINION (TEXAS), INC.,  
as Grantee

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title:

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 8<sup>th</sup> day of October, 2002.

**METROCALL USA, INC.**  
a Delaware corporation

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

Acknowledged:

TORONTO DOMINION (TEXAS), INC.,  
as Grantee

By: *Diane Bailey*

Name: \_\_\_\_\_  
Title: **Diane Bailey  
Vice President**

**SCHEDULE 1**

**TRADEMARKS AND TRADEMARK REGISTRATIONS**

**Trademarks and Trademarks Registrations**

<b>MARK</b>	<b>SERIAL/REG. NO.</b>	<b>FILING DATE</b>	<b>GOODS/SERVICES</b>
COMMUNICATION FOR THE NET GENERATION	75/842,206	11/5/99	suite of telecommunications services including digital content transmission via a global communications network, providing wireless access to a global computer network, and the wireless transmission of information and digital content over wireless communication networks
DIRECTVIEW	75/900,688	1/21/00	electronic transmission of customized information and advertising data for others to wireless devices, namely, LED signs or alphanumeric pagers
IRM	76/311,358	9/21/01 9/12/01	paging related goods and services
MESSAGE TRACK	75/468,568	4/15/98	alphanumeric paging services
NOTESENDER	75/171,884	9/25/96	computer software for the transmission of text and alphanumeric messages
ONE TOUCH GUARANTEED	75/513,708	7/1/98	messaging services, namely notification by wireless pager of receipt and storage of voice messages in voice mailboxes; retrieval of stored voice messages and direct dialing to third parties during retrieval; notification by wireless pager of receipt and electronic storage of facsimile transmissions; retrieval of stored facsimile transmissions; notification by wireless pager of incoming calls; connection, identification and forwarding of incoming calls; alpha numeric paging services
ONTHEGOINFO	75/664,843	3/19/99	paging services, namely providing information on select topics to a subscriber's pager

<b>MARK</b>	<b>SERIAL/REG. NO</b>	<b>FILING</b>	<b>GOODS/SERVICES</b>
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\* In the name of Pronet, Inc.  
 \* In the name of Pronet Communications



**Trademarks and Trademarks Registrations**

		<b>DATE</b>	
AIRWARE AND DESIGN*	2,006,525	10/8/96	one-way and two-way wireless personal communications devices; namely pagers, mobile telephones and wireless modems; providing one-way and two-way wireless personal communications services using pagers, mobile telephones and wireless modems
DATACALL	1,475,653	2/09/88	radio paging receivers; radio paging services
AMERICA'S WIRELESS NETWORK	2,397,195	10/24/00	paging and wireless messaging services
BEEP AND HIPPO DESIGN	1,353,284	8/06/85	radio communications services
HIPPOBEEPAMUS	1,310,413	12/18/84	radio paging services
METROFAX	2,024,965	12/24/96	messaging services
METROMESSAGE	1,310,414	12/18/84	radio paging and associated telephone message forwarding services
METRONET	1,309,373	12/11/84	radio paging services
METROCALL (stylized)	1,124,767	9/04/79	providing radio paging and radio telephone communications to the public at large
ONE TOUCH	2,065,516	5/27/97	messaging services
ONE TOUCH and Design	2,040,053	2/25/97	messaging services
PRONET*	1,999,193	9/10/96	communication services, namely paging services; leasing of paging equipment, namely pagers and computer-based paging network interfaces; and leasing of radio activated electronic tracking systems, namely transmitters, tracking devices and signal receivers

<b>MARK</b>	<b>SERIAL/REG. NO</b>	<b>FILING DATE</b>	<b>GOODS/SERVICES</b>
PRONET*	1,977,918	6/4/96	pagers; and paging system interface and data transmission systems, namely central processor

\* In the name of Pronet, Inc.

\* In the name of Pronet Communications

**Trademarks and Trademarks Registrations**

			units, video display units, transmitters, keyboards, printers, modems, associated electrical wiring and cables, and computer software for managing paging systems sold as a unit therewith
PRONET COMMUNICATIONS *	2,242,488	5/4/99	one-way and two-way wireless personal communications devices, namely pagers, mobile telephones and wireless modems; paging services and cellular telephone services
PRONET COMMUNICATIONS TO GO *	2,244,276	5/11/99	paging services and cellular telephone services
			leasing of radio activated electronic tracking systems, namely transmitters, tracking devices and signal receivers
PRONET TRACKING SYSTEMS	1,982,142	6/25/96	Leasing of radio activated electronic tracking systems, namely transmitters, tracking devices and signal receivers
PRONET TRACKING SYSTEMS AND DESIGN	1,985,185	7/9/96	leasing of radio activated electronic tracking systems, namely transmitters, tracking devices and signal receivers

MARK	SERIAL/REG. NO	FILING DATE	GOODS/SERVICES
IN TOUCH	1,173,630	10/13/81	radio paging and mobile telephone services
THE POWER IN PAGING	1,980,324	6/18/96	Radio paging services

\* In the name of Pronet, Inc.

\* In the name of Pronet Communications

**Trademarks and Trademarks Registrations**

**INTERNET DOMAIN NAME REGISTRATIONS**  
**Of Metrocall, Inc.**

<b>DOMAIN NAME</b>	<b>TYPE OF ACCOUNT</b>
EMMEDIATELY.NET	register.com
METROCALL.COM	internic
METROCALL.NET	internic
METROCALL.ORG	worldnic
MYTWOWAY.NET	internic
MYTWOWAY.COM	internic
MY2WAY.COM	internic
MY2WAY.NET	internic
EMMEDIATELY.NET	Internic
PNET4.COM	internic
METROCALLREWARDS.COM	internic
PRONETCOMM.NET **	Internic

\* In the name of Pronet, Inc.

\* In the name of Pronet Communications

**Trademarks and Trademarks Registrations**

U.S. COPYRIGHT REGISTRATIONS

In the name of Metrocall, Inc.

TITLE	REG. NO.
METROTEXT	TX 524,808
METROTEXT SOFTWARE INSTRUCTION MANUAL	TX 3,777,892

RIDER B.21 FOREIGN TRADEMARK REGISTRATIONS

COUNTRY	MARK	OWNER	REGISTRATION NO.
AUSTRALIA	PRONET TRACKING SYSTEMS and Design	Metrocall Inc.	575555
AUSTRALIA	PRONET INC.*	ProNet Inc.	575556

\* In the name of Pronet, Inc.

\* In the name of Pronet Communications

Trademarks and Trademarks Registrations

Metrocall, Inc.  
Trademark Security Agreement  
Schedule 1

US Trademark and Service Mark Applications of Metrocall USA

<u>Mark</u>	<u>Attorney Docket #</u>	<u>Goods/Services Description</u>	<u>Status</u>
Metrocall (not stylized)	018225-145	Telecommunications services, namely providing wireless communication services, including data, voice, video and messaging to the general public at large; providing radio paging and radio telephone communications to the public at large, International Class 38.	Application filed, September 16, 2002
New Metrocall Logo (Icon)	018225-147	Telecommunications services, namely providing wireless communication services, including data, voice, video and messaging to the general public at large; International Class 38.	Application filed, September 16, 2002
Adding Mobility To Business	018225-148	Telecommunications services, namely providing wireless communication services, including data, voice, video and messaging to the general public at large; International Class 38.	Application filed, September 16, 2002

**LIST 1**

**ADDITIONAL TRADEMARKS AND TRADEMARKS REGISTRATIONS**

**Conveying Party:** Metrocall USA, Inc.

**Receiving Party:** Toronto Dominion (Texas), Inc., as Administrative Agent

<b>MARK</b>	<b>SERIAL/APPLICATION NUMBER</b>	<b>REGISTRATION NUMBER</b>
MESSAGE TRACK	75/468,568	
ONE TOUCH GUARANTEED	75/513,708	
ONTHEGOINFO	75/664,843	
MOBILENEWSNET.COM	75/918,224	
SWIFTSEND	76/077,855	
CONVEIA	76/405,850	
CONVEIA and design	76/405,900	
METROCALL (not stylized)	76/450,515	
New METROCALL logo (Icon)	76/450,516	
ADDING MOBILITY TO BUSINESS	76/450,517	
HELPING AMERICA COMMUNICATE	76/458,449	
THE BUSINESS COMMUNICATION EXPERTS	76/460,069	
DIRECTVIEW		2,533,467
AIRWARE AND DESIGN		2,006,525
DATACALL		1,475,653
AMERICA'S WIRELESS NETWORK		2,397,195
BEEP AND HIPPO DESIGN		1,353,284
HIPPOBEEPAMUS		1,310,413
METROFAX		2,024,965
METROMESSAGE		1,310,414
METRONET		1,309,373
METROCALL (stylized)		1,124,767
ONE TOUCH		2,065,516
ONE TOUCH and Design		2,040,053

<b>MARK</b>	<b>SERIAL/APPLICATION NUMBER</b>	<b>REGISTRATION NUMBER</b>
PRONET		1,999,193
PRONET		1,977,918
PRONET COMMUNICATIONS		2,242,488
PRONET COMMUNICATIONS TO GO		2,244,276
PRONET TRACKING SYSTEMS		1,982,142
PRONET TRACKING SYSTEMS AND DESIGN		1,985,185
IN TOUCH		1,173,630
THE POWER IN PAGING		1,980,324

**EXHIBIT A**  
**to**  
**Trademark Recordation Form**

CONVEYING PARTY: Metrocall USA, Inc.

RECEIVING (SECURED) PARTY: Toronto Dominion (Texas), Inc., as Administrative Agent

**TRADEMARK SECURITY AGREEMENT**

HODB01 24479341.3

**RECORDED: 01/07/2003**

**TRADEMARK**  
**REEL: 002647 FRAME: 0885**