

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

REC
T



102337149

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, INC.

1-7-03

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

DELAWARE

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

3. Nature of conveyance:

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

Execution Date: October 8, 2002

2. Name and address of receiving party(ies)

Name: METROCALL USA, INC.

Internal

Address:

Street Address: 6677 Richmond Highway

City: Alexandria State: VA Zip: 22306

- 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

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

A. Trademark Application No.(s)

75/842206

B. Trademark Registration No.(s)

2533467

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: 7702

6. Total number of applications and registrations involved: 29

7. Total fee (37 CFR 3.41).....\$ 740.00

- 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 Dore

Name of Person Signing

Christopher Rose

Signature

January 7, 2003

Date

16

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

01/13/2003
01 FC:6321
02 FC:8322

LIWELLER 0000094 75842206

40.00
700.00

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

**Schedule I
Exhibit B**

| MARK | SERIAL/REG. NO. | FILING DATE | GOODS/SERVICES |
|--|------------------------|--------------------|--|
| 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 |
| NOTSENDER | 75/171,884 | 9/25/96 | computer software for the transmission of text and alphanumeric messages |
| ONE TOUCH GUARANTEED | 75/51 3,708 | 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 |

| MARK | SERIAL/REG. NO. | FILING DATE | GOODS/SERVICES |
|----------------------------|-----------------|-------------|--|
| 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 | 2/09/088 | 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 |
| PRONET | 1,977,918 | 6/4/96 | Pagers; and paging system interface and data transmissions systems, namely central processor 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 |

| MARK | SERIAL/REG. NO | FILING DATE | GOODS/SERVICES |
|------------------------------------|----------------|-------------|---|
| 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 |
| 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 |

**License Contribution Agreement
Schedule I**

Assigned Assets

All right, title and interest in all of the mobile radio service licenses issued to Metrocall, Inc. by and through the Federal Communications Commission to the extent Metrocall, Inc. any such right, title, or interest in same, including without limitation, those mobile radio service licenses set forth on Exhibit A hereto.

All right, title and interest in and to all trademarks, service marks, Internet domain names and the logos and designs associated therewith, and any property or rights related thereto, to the extent Metrocall, Inc. any such right, title, or interest in same, including without limitation, those trademarks, service marks, Internet domain names set forth on Exhibit B hereto.

Assigned Liabilities

All liabilities directly due and payable as of the effective date of the Joint Plan of Reorganization filed and approved on September 26, 2002 by order of the United States Bankruptcy Court of the District of Delaware in the Metrocall, Inc., et al Chapter 11 cases jointly administered under case number 02-11579(RB) or thereafter, and all obligations to perform acts resulting from the ownership of the Assigned Assets.

Schedule I
Exhibit A

FCC LICENSES by CALL SIGN:

| | | | | | |
|---------|---------|---------|---------|---------|--------|
| E930457 | KMM704 | KNKE274 | KNKK344 | KNKO579 | KOR233 |
| E960136 | KMM705 | KNKE309 | KNKK345 | KNKO653 | KOR798 |
| E970425 | KNDN822 | KNKE335 | KNKK480 | KNKO699 | KPA384 |
| E980497 | KNGE411 | KNKE385 | KNKK483 | KNKO803 | KPA458 |
| KAA276 | KNGJ788 | KNKE574 | KNKK524 | KNKO969 | KPD867 |
| KAA285 | KNHK404 | KNKE576 | KNKK687 | KNKO983 | KPE303 |
| KAD510 | KNHT963 | KNKE593 | KNKK690 | KNKP212 | KPE425 |
| KDS415 | KNIF946 | KNKE597 | KNKK745 | KNKP216 | KPE466 |
| KDS696 | KNKB224 | KNKE598 | KNKK873 | KNKP220 | KQZ705 |
| KDS938 | KNKB342 | KNKE599 | KNKK874 | KNKP224 | KQZ721 |
| KDS963 | KNKB592 | KNKE600 | KNKK972 | KNKP278 | KQZ757 |
| KEA772 | KNKB593 | KNKE621 | KNKL681 | KNKP413 | KQZ772 |
| KEA773 | KNKB618 | KNKE625 | KNKL750 | KNKP421 | KQZ792 |
| KEC737 | KNKB745 | KNKE632 | KNKL751 | KNKP582 | KQZ795 |
| KED356 | KNKB799 | KNKF248 | KNKL753 | KNKP649 | KRH630 |
| KED367 | KNKB911 | KNKF249 | KNKL754 | KNKP862 | KRH632 |
| KEK274 | KNKB912 | KNKF389 | KNKL761 | KNKS216 | KRH634 |
| KEK290 | KNKC205 | KNKF518 | KNKL784 | KNKV203 | KRH649 |
| KFL943 | KNKC356 | KNKF684 | KNKL823 | KNLN493 | KRH653 |
| KFQ938 | KNKC383 | KNKF794 | KNKL829 | KNLN863 | KRH668 |
| KGC402 | KNKC391 | KNKG526 | KNKL914 | KNLN884 | KRM974 |
| KGC404 | KNKC405 | KNKG616 | KNKL922 | KNLN885 | KRS627 |
| KGI781 | KNKC429 | KNKG808 | KNKL939 | KNLN919 | KRS634 |
| KGI784 | KNKC530 | KNKG834 | KNKM282 | KNLQ625 | KRS660 |
| KIQ999 | KNKC618 | KNKG847 | KNKM372 | KNNF697 | KRS676 |
| KIY780 | KNKC660 | KNKH919 | KNKM496 | KNNF756 | KRS688 |
| KJU804 | KNKC668 | KNKI207 | KNKM503 | KNNF760 | KRS700 |
| KJU808 | KNKC727 | KNKI482 | KNKM504 | KNNG392 | KRS716 |
| KKB370 | KNKC931 | KNKI704 | KNKM517 | KNNH407 | KSD310 |
| KKB403 | KNKD282 | KNKI896 | KNKM569 | KNNH449 | KSV964 |
| KKB476 | KNKD350 | KNKJ279 | KNKM577 | KNNK472 | KTR996 |
| KKB792 | KNKD351 | KNKJ371 | KNKM689 | KNNM500 | KTS201 |
| KKO349 | KNKD492 | KNKJ375 | KNKM699 | KNNM656 | KTS243 |
| KLF495 | KNKD572 | KNKJ575 | KNKM736 | KNNP201 | KTS256 |
| KLF607 | KNKD575 | KNKJ646 | KNKM928 | KNNP473 | KTU717 |
| KLF614 | KNKD610 | KNKJ827 | KNKM978 | KNNR352 | KUC874 |
| KLF620 | KNKD671 | KNKJ855 | KNKO225 | KNNR766 | KUC881 |
| KLF629 | KNKD735 | KNKJ921 | KNKO232 | KNNR853 | KUC930 |
| KLF645 | KNKD741 | KNKJ933 | KNKO266 | KNNT916 | KUC989 |
| KMA261 | KNKD751 | KNKJ992 | KNKO343 | KNNU735 | KUD220 |
| KMA267 | KNKD758 | KNKJ998 | KNKO425 | KOA734 | KUD223 |
| KMD993 | KNKD865 | KNKK333 | KNKO564 | KOK334 | KUD229 |

9310090.1

| | | | | | |
|---------|----------|---------|---------|---------|---------|
| WNHC790 | WNNMH745 | WNRL425 | WNXX656 | WPAU851 | WPCT724 |
| WNHE200 | WNML939 | WNRM610 | WNXY349 | WPAW602 | WPCT894 |
| WNHH859 | WNMN303 | WNRQ230 | WNXY969 | WPAW862 | WPCV843 |
| WNHJ561 | WNMP749 | WNRQ316 | WNYB428 | WPAY246 | WPCY206 |
| WNHJ562 | WNMQ505 | WNRQ328 | WNYC524 | WPAZ697 | WPCY539 |
| WNHJ563 | WNMV378 | WNR605 | WNYD990 | WPAZ730 | WPCY901 |
| WNHT858 | WNMV707 | WNRW502 | WNYH402 | WPBB411 | WPCZ731 |
| WNHU795 | WNNC418 | WNRW601 | WNYI239 | WPBG572 | WPDA235 |
| WNIC250 | WNNG523 | WNRV242 | WNYK222 | WPBG573 | WPDA326 |
| WNIC251 | WNPB637 | WNRV243 | WNYM955 | WPBG574 | WPDA371 |
| WNII256 | WNPC987 | WNRV244 | WNYQ277 | WPBG832 | WPDA782 |
| WNIK884 | WNPD427 | WNSA691 | WNYQ752 | WPBI655 | WPDE300 |
| WNIK885 | WNPE409 | WNSL211 | WNYV771 | WPBI674 | WPDF571 |
| WNIN322 | WNPF384 | WNSP459 | WNYX932 | WPBJ797 | WPDF807 |
| WNIN323 | WNPF803 | WNST507 | WNYX968 | WPBK978 | WPDG404 |
| WNIN324 | WNPO663 | WNST564 | WNZA545 | WPBN775 | WPDG421 |
| WNIV363 | WNPO819 | WNSZ692 | WNZD855 | WPBN952 | WPDG585 |
| WNIY248 | WNPQ975 | WNSZ693 | WNZE513 | WPBQ260 | WPDH306 |
| WNJA657 | WNPS960 | WNUF278 | WNZE745 | WPBQ762 | WPDJ977 |
| WNJB849 | WNPY516 | WNUF286 | WNZE892 | WPBQ763 | WPDJ666 |
| WNJG997 | WNQD424 | WNUF640 | WNZF432 | WPBR265 | WPDJ773 |
| WNJH201 | WNQE212 | WNUJ459 | WNZI713 | WPBR753 | WPDJ946 |
| WNJH205 | WNQF590 | WNUR971 | WNZP295 | WPBS313 | WPK623 |
| WNJI958 | WNQI281 | WNUS592 | WNZQ495 | WPBS379 | WPDN706 |
| WNJL916 | WNQJ392 | WNUT954 | WNZS658 | WPBS380 | WPDQ288 |
| WNJV387 | WNQN699 | WNUT956 | WNZS806 | WPBS381 | WPDR779 |
| WNKA554 | WNQO233 | WNUZ436 | WNZY217 | WPBU498 | WPDS655 |
| WNKA963 | WNQQ524 | WNUZ447 | WPAA409 | WPBU910 | WPDU350 |
| WNKK856 | WNQR937 | WNVA514 | WPAA412 | WPBU993 | WPDV506 |
| WNKP955 | WNQS201 | WNVG520 | WPAA413 | WPBX397 | WPDX466 |
| WNKR796 | WNQS635 | WNVV216 | WPAA414 | WPBY544 | WPDX470 |
| WNKR797 | WNQS702 | WNVV776 | WPAA415 | WPBY760 | WPDX511 |
| WNKR798 | WNQU429 | WNVZ379 | WPAC345 | WPCC258 | WPDX588 |
| WNKR799 | WNQU498 | WNWB486 | WPAD781 | WPCC261 | WPDY367 |
| WNKR800 | WNQV789 | WNWC348 | WPAE992 | WPCD906 | WPDY453 |
| WNLB744 | WNQW349 | WNWC352 | WPAJ467 | WPCG660 | WPDY482 |
| WNL333 | WNQW472 | WNWE534 | WPAK373 | WPCG948 | WPDZ533 |
| WNLG693 | WNQZ578 | WNWK698 | WPAK375 | WPCH297 | WPEA997 |
| WNL1643 | WNRB554 | WNWM203 | WPAK997 | WPCH349 | WPEC206 |
| WNL1644 | WNRD456 | WNWW540 | WPAL379 | WPCH366 | WPEE323 |
| WNL1645 | WNRD550 | WNXI348 | WPAN618 | WPCH837 | WPEG269 |
| WNL1646 | WNRD576 | WNXI536 | WPAN646 | WPCI382 | WPEG342 |
| WNL1648 | WNRE975 | WNXJ874 | WPAN698 | WPCK331 | WPEI440 |
| WNL674 | WNRE976 | WNXM208 | WPAR469 | WPCM437 | WPEI659 |
| WNL676 | WNRJ449 | WNXM363 | WPAS619 | WPCM693 | WPEI869 |
| WNL460 | WNRJ993 | WNXP224 | WPAT291 | WPCN669 | WPEJ906 |
| WNLV239 | WNRJ994 | WNXU387 | WPAT296 | WPCP242 | WPEN730 |
| WNLV240 | WNRJ995 | WNXU925 | WPAT297 | WPCP260 | WPEN875 |

9310090.1

TRADEMARK
REEL: 002648 FRAME: 0239

| | | | | | |
|---------|---------|---------|---------|---------|---------|
| WNLV241 | WNRK622 | WNXW588 | WPAT298 | WPCS366 | WPEN879 |
| WNMB532 | WNRL368 | WNXX612 | WPAT315 | WPCS853 | WPER422 |
| WPFX852 | WPHJ393 | WPIZ223 | WPKS802 | WPPY273 | WPQM448 |
| WPGB569 | WPHK270 | WPJA694 | WPKY359 | WPPY274 | WPQM449 |
| WPGC316 | WPHK773 | WPJG349 | WPKZ923 | WPPY275 | WPQM459 |
| WPGC910 | WPHN336 | WPJI901 | WPLQ964 | WPPY277 | WPQM462 |
| WPGE251 | WPHN339 | WPJK677 | WPLR501 | WPPY278 | WPQM470 |
| WPGF358 | WPHN734 | WPJM719 | WPLS496 | WPPY280 | WPQM472 |
| WPGF422 | WPHN750 | WPJR268 | WPLS534 | WPPY281 | WPQM473 |
| WPGG892 | WPHN751 | WPJR746 | WPLV470 | WPPY311 | WPQM474 |
| WPGH879 | WPHP956 | WPJS780 | WPLV583 | WPPY354 | WPQM478 |
| WPGJ371 | WPHQ664 | WPJS783 | WPLV595 | WPPY832 | WPQM479 |
| WPGJ905 | WPHQ672 | WPJS784 | WPLX447 | WPQA832 | WPQM480 |
| WPGK629 | WPHQ738 | WPJS785 | WPMB325 | WPQB517 | WPQM481 |
| WPGM725 | WPHQ932 | WPJU723 | WPMB949 | WPQB537 | WPQM482 |
| WPGM869 | WPHT474 | WPJW489 | WPMB951 | WPQB538 | WPQM484 |
| WPGP489 | WPHV573 | WPJW594 | WPMF744 | WPQB540 | WPQM485 |
| WPGQ501 | WPHW434 | WPJW755 | WPMJ710 | WPQB605 | WPQM486 |
| WPGQ509 | WPHW471 | WPJX940 | WPMX717 | WPQC698 | WPQM487 |
| WPGQ513 | WPHX366 | WPJY819 | WPNP319 | WPQD665 | WPQM488 |
| WPGQ517 | WPHX564 | WPJZ459 | WPNT338 | WPQD666 | WPQM490 |
| WPGQ540 | WPHX730 | WPKA665 | WPNT339 | WPQD743 | WPQM494 |
| WPGR731 | WPHY517 | WPKA803 | WPNW722 | WPQG903 | WPQM495 |
| WPGT297 | WPHY547 | WPKB984 | WPPA865 | WPQH367 | WPQM496 |
| WPGT618 | WPIA857 | WPKC579 | WPE529 | WPQH368 | WPQM497 |
| WPGT809 | WPIB600 | WPKD538 | WPPG566 | WPQH369 | WPQM498 |
| WPGU751 | WPIC360 | WPKF418 | WPPU537 | WPQH370 | WPQM499 |
| WPGU771 | WPIC880 | WPKH685 | WPPV478 | WPQH376 | WPQM504 |
| WPGU895 | WPID366 | WPKJ266 | WPPW492 | WPQM399 | WPQM505 |
| WPGV774 | WPID526 | WPKJ501 | WPPX551 | WPQM400 | WPQM507 |
| WPGV865 | WPID675 | WPKJ853 | WPPX707 | WPQM401 | WPQM508 |
| WPGW450 | WPIF421 | WPKJ933 | WPPX995 | WPQM402 | WPQM509 |
| WPGW734 | WPIF592 | WPKK827 | WPPX996 | WPQM403 | WPQM510 |
| WPGX497 | WPIF690 | WPKK830 | WPPX997 | WPQM404 | WPQM511 |
| WPGX693 | WPIF694 | WPKK941 | WPPY212 | WPQM405 | WPQM512 |
| WPGY277 | WPIH649 | WPKK947 | WPPY213 | WPQM406 | WPQM513 |
| WPGY281 | WPIH655 | WPKK950 | WPPY214 | WPQM407 | WPQM515 |
| WPGY670 | WPIH662 | WPKL351 | WPPY216 | WPQM408 | WPQM516 |
| WPGY671 | WPIH665 | WPKL568 | WPPY218 | WPQM409 | WPQM517 |
| WPGY951 | WPIJ851 | WPKL603 | WPPY221 | WPQM410 | WPQM51E |
| WPHA675 | WPIK356 | WPKL628 | WPPY225 | WPQM411 | WPQM51E |
| WPHB526 | WPIK357 | WPKL630 | WPPY228 | WPQM414 | WPQM521 |
| WPHB546 | WPIK360 | WPKL635 | WPPY229 | WPQM415 | WPQM524 |
| WPHC328 | WPIK980 | WPKL636 | WPPY231 | WPQM416 | WPQM52E |
| WPHC330 | WPIM243 | WPKL656 | WPPY235 | WPQM418 | WPQM52E |
| WPHD325 | WPIQ540 | WPKL794 | WPPY236 | WPQM419 | WPQM527 |
| WPKS667 | WPPY271 | WPQM446 | WPQM940 | WPPY240 | WPQM53E |
| WPKS801 | WPPY272 | WPQM447 | WPQM941 | WPPY243 | WPQM54E |

9310090.1

TRADEMARK
REEL: 002648 FRAME: 0240

WPPY237
WPPY238

WPQM420
WPQM433

WPQM528
WPQM534

WPQM444
WPQM445

WPPY245
WPQM434

WPQM938

9310090.1

TRADEMARK
REEL: 002648 FRAME: 0241

INTERNET DOMAIN NAME REGISTRATIONS

| DOMAIN NAME | TYPE OF ACCOUNT |
|----------------------|------------------------|
| 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 |

U.S. COPYRIGHT REGISTRATIONS

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

FOREIGN TRADEMARK REGISTRATIONS

| COUNTRY | MARK | REGISTRATION No. |
|-----------|---------------------------------------|------------------|
| AUSTRALIA | PRONET TRACKING SYSTEMS and Design | 575555 |
| AUSTRALIA | PRONET INC. | 575556 |

9310090.1

TRADEMARK
REEL: 002648 FRAME: 0243



US Trademark and Service Mark Applications

| <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 |

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

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

A. Trademark Application No.(s): 76/311358, 75/468568, 75/513708, 75/664843, 75/918224,
76/077855, 76/405850, and 76/405900

B. Trademark Registration No.(s): 1475653, 2397195, 1353284, 1310413, 2024965, 1310414,
1309373, 1124767, 2065516, 2040053, 1173630, 1980324, 2006525, 1999193, 1977918, 2242488,
2244276, 1982142, and 1985185

LICENSE CONTRIBUTION AGREEMENT

THIS LICENSE CONTRIBUTION AGREEMENT (this "Agreement") is made as of the 8th day of October, 2002, by and between Metrocall, Inc., a Delaware corporation ("Assignor") and Metrocall USA, Inc., a Delaware corporation and wholly-owned subsidiary of Assignor ("Assignee").

W I T N E S S E T H:

WHEREAS, the U.S. Bankruptcy Court has approved a Plan of Reorganization for the Assignor and certain of its subsidiaries pursuant to which Assignor and its subsidiaries will reorganize their business and operations (the "Reorganization") by, among other things, having all of the licenses issued to the Assignor by the Federal Communications Commission (the "FCC"), including without limitation mobile radio service licenses issued by the FCC (the "FCC Licenses") to the Assignor assigned and transferred to Assignee;

WHEREAS, as part of the Reorganization, Assignor desires to contribute to Assignee all of the FCC Licenses of the Assignor and certain other intellectual property assets of the Assignor, all as more fully described on Schedule I hereto (the "Assigned Assets");

WHEREAS, Assignor owns all the capital stock of the Assignee and Assignor and Assignee intend that the contribution of the Assigned Assets be governed by Section 351 of the Internal Revenue Code of 1986, as amended, in accordance with Revenue Ruling 64-155; and

WHEREAS, Assignee desires to accept the Assigned Assets and to assume and agree to discharge and perform all of Assignor's liabilities and obligations related to the Assigned Assets, all as more fully described on Schedule I hereto (the "Assigned Liabilities");

NOW, THEREFORE, the parties hereto in consideration of the promised and mutual agreements made herein and of the mutual benefits to be derived herefrom agree as follows:

1. Assignor does hereby irrevocably assign, transfer and convey to Assignee, its successors and assigns, all right, title and interest in and to all of the Assigned Assets.
2. Assignee does hereby assume and agree to discharge and perform all of the Assigned Liabilities. Nothing contained in this Agreement shall be construed as enlarging or extending in any manner the period prescribed by any statute of limitations applicable to any such liabilities or obligations or the rights which any owner, holder or obligee thereof has had, now has or may hereafter have in respect thereof against the Assignor, or as rendering valid or enforceable against the Assignee any of such liabilities and obligations which, for any reason, would not have been valid and enforceable against the Assignor.

3. To the extent that any contract, agreement or understanding comprising any of the Assigned Assets is not capable of being sold, assigned, transferred, delivered, subleased or sublicensed without the waiver or consent of a third party (including a government or governmental unit), or if such sale, assignment, transfer, delivery, sublease, sublicense or attempted sale, assignment, transfer, delivery, sublease or sublicense would constitute a breach thereof or a violation of any law or regulation, this Agreement and any assignment executed pursuant hereto shall not constitute a sale, assignment, transfer, delivery, sublease or sublicense or an attempted sale, assignment, transfer, delivery, sublease or sublicense thereof. In those cases where consents, releases and/or waivers are required and have not been obtained at or prior to the date hereof to the transfer and assignment to Assignee of any contract, agreement or understanding comprising any of the Assigned Assets, this Agreement and any assignment executed pursuant hereto, to the extent permitted by law, shall constitute an equitable assignment by Assignor to Assignee of all of Assignor's rights, benefits, title and interest in and to such contracts, agreements or understandings, and where necessary or appropriate, Assignor shall be deemed to be Assignee's agent for the purpose of completing, fulfilling and discharging all of Assignee's rights, duties, obligations and liabilities arising after the date hereof under such contracts, agreements or understandings. Assignor shall use its best efforts to provide Assignee with the financial, economic and business benefits of such contracts, agreements and understandings (including, without limitation, permitting Assignee to enforce any rights of Assignor arising under such contracts, agreements or understandings), and Assignee shall, to the extent Assignee is provided with the benefits of such contracts, agreements or understandings assume, perform and, in due course, pay and discharge all debts, obligations and liabilities of Assignor under such contracts, to the extent that Assignee was to assume those obligations pursuant to the terms hereof.

4. Each of the parties hereto shall execute such documents and other papers and perform such further acts as may be reasonably required to carry out the provisions hereof and the transactions contemplated hereby.

5. The rights and obligations of the parties hereto shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns.

6. This document may be executed in any number of counterparts, all of which taken together shall constitute one and the same document.

7. This Agreement shall be governed by, and construed and enforced in accordance with and subject to, the laws of the State of New York, without regard to principles of conflicts of law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

METROCALL, INC.

By:

Vincent D. Kelly
Name: Vincent D. Kelly
Title: _____

METROCALL USA, INC.

By:

Shirley B. White
Name: Shirley B. White
Title: Assistant Secretary