

703-306-5995

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

The Bank of New York
101 Barclay Street, 21st Floor West
New York, New York 10286

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership

- ☒ Corporation-State New York
☐ Other: _____

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

3. Nature of conveyance:

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

☒ Other ReAssignment, Termination and Release of Security Interest
recorded at Reel 2489 and Frame 0257
Execution Date: June 18, 2004

2. Name and address of receiving party(ies)

Name: Arch Wireless Operating Company, Inc.

Internal
Address: Suite 250

Street Address: 1800 West Park Drive

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

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

A. Trademark Application No.(s)
78/025585 ARCH

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: Michael Bevilacqua, Esquire
Internal Address: Wilmer Cutler Pickering Hale and Dorr LLP
Street Address: 60 State Street
City: Boston State: Massachusetts Zip: 02109

6. Total number of applications and registrations involved: one (1)

7. Total fee (37 CFR 3.41).....\$ 40.00
☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:
08-0219

(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.

Michael Bevilacqua, Esquire
Name of Person Signing

Signature

July 12, 2004
Date

Wilmer Cutler Pickering Hale and Dorr LLP Attorney Reference Number: 113.041.134

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments, Washington, D.C. 20261

Please return via FACSIMILE to:

Michael J. Bevilacqua, Esquire @ 617-526-5000
BOSTON 1948003v1

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TRADEMARK
REEL: 002889 FRAME: 0867

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

REASSIGNMENT, TERMINATION AND RELEASE, dated as of June 18, 2004, from THE BANK OF NEW YORK, as Collateral Agent under the Security Agreement and the Collateral Agent Agreement referred to below to ARCH WIRELESS OPERATING COMPANY, INC., a Delaware corporation (the "Pledgor").

WITNESSETH:

WHEREAS, The Bank of New York acted as Trustee (in such capacity, the "Trustee") under (i) the Indenture, dated as of May 29, 2002 (the "10% Indenture"), among Arch Wireless Holdings, Inc. (the "Company"), the Guarantors party thereto (each a "Guarantor" and collectively, the "Guarantors"), and the Trustee relating to the 10% Senior Subordinated Secured Notes due 2007, and (ii) the Indenture, dated as of May 29, 2002 (the "12% Indenture" and, together with the 10% Indenture, the "Indentures"), among the Company, the Guarantors and the Trustee relating to the 12% Subordinated Secured Compounding Notes; and

WHEREAS, the obligations of the Company and the Guarantors under the Indentures are secured under (i) the Security Agreement, dated as of May 29, 2002 (the "Security Agreement"), among the Company, the Guarantors and The Bank of New York, as Collateral Agent (in such capacity, the "Collateral Agent"; the Trustee and the Collateral Agent being referred to herein collectively, as the "Secured Party"), and (ii) the Collateral Agent Agreement, dated as of May 29, 2002 (the "Collateral Agent Agreement" and, together with the Security Agreement, the "Security Documents"), among the Company, the Guarantors and The Bank of New York, as Collateral Agent; and

WHEREAS, the Pledgor is a Guarantor under the Indentures; and

WHEREAS, the Indentures have been satisfied and discharged; and

WHEREAS, a security interest (the "Security Interest") in certain Collateral (as hereinafter defined) was granted by the Company to the Collateral Agent under the Security Documents, 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, the Company assigned all of its right, title and interest in and to the Collateral to MobileMedia Communications, Inc. ("MMCI"), which assignments were recorded in the USPTO on July 2, 2002; and

WHEREAS, MMCI assigned all of its right, title and interest in and to the Collateral to Mobile Communications Corporation of America ("MMCA"), which assignments were recorded in the USPTO on July 2, 2002; and

WHEREAS, MMCA changed its name to Arch Wireless Operating Company, Inc., which name change was recorded in the USPTO on July 2, 2002; and

WHEREAS, the Secured Party now desires to reassign to the Pledgor, 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 Reassignment, Termination and Release, the Secured Party hereby 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 trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO, and all extensions or renewals thereof, (ii) all goodwill associated therewith or symbolized by any of the foregoing and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

2. Release: The Secured Party hereby terminates and releases in its entirety the Security Interest in the Collateral.

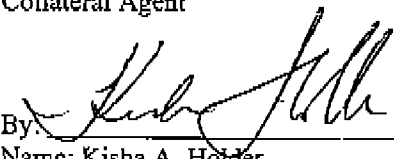
3. Reassignment; Release: The Secured Party hereby (i) reassigns to the Pledgor the interest in the Collateral in which the Security Party was granted a security interest pursuant to the Security Agreement and (ii) terminates and releases in its entirety the Security Interest in the Collateral.

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 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.

5. Modification: This Reassignment, 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.


IN WITNESS WHEREOF, each of the undersigned has executed this Reassignment, Termination and Release by its duly authorized officer as of the date first above written.

THE BANK OF NEW YORK, as Trustee and as
Collateral Agent

By: 
Name: Kisha A. Holder
Title: Assistant Vice President

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 18th day of June, 2004, before me personally appeared Kisha A Holder to me known who, being by me duly sworn, did depose and say that she is an Assistant Vice President 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.


Notary Public

LUCILLE MERCURIO
Notary Public, State of New York
No. 03-4654994
Qualified in Bronx County
Certificate filed in New York County
Commission Expires December 31, 2005

SCHEDULE A

U.S. Trademark	U.S. Registration or Application Number	Filing Information	
		Reel/Frame	Recordation Date
Arch and Design	75/828,213	002479/0173	5/31/2002
Arch and Design	78/025,585	002489/0257	6/17/2002
Arch Webster	78/015,003	002479/0173	5/31/2002
Arch Wireless	78/021,672	002479/0173	5/31/2002
Arch Wireless and Design	78/025,588	002479/0173	5/31/2002
Instant Recall	78/014,812	002479/0173	5/31/2002

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