



07-26-2005



102964069 TRADEMARKS ONLY

DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

11-23-04

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.

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

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

2. Name and address of receiving party(ies)
Name: UBS AG, Stamford Branch
Internal Address: as Collateral Agent
Street Address: 677 Washington Boulevard
City: Stamford State: CT Zip: 06901

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

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: 11/16/2004

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) SEE SCHEDULE I
 B. Trademark Registration No.(s) SEE SCHEDULE I

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Luis Rodriguez
 Internal Address: Corporation Service Company
1133 Avenue of the Americas
Suite 3100
New York, NY 10036

Street Address: _____
979794-5
Matter # 15370-274
 City: _____ State: _____ Zip: 10036

6. Total number of applications and registrations involved: 38

7. Total fee (37 CFR 3.41).....\$ 965⁰⁵
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

9. Signature.
James P. Murphy
 Name of Person Signing
James P. Murphy
 Signature
November 17, 2004
 Date

Total number of pages including cover sheet, attachments, and document: 13

11/26/2004 BBYRHE 00000062 1475653

40.00 DP 925.00 DP

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

Addendum to Cover Page of Trademarks Cover Page

1. Name of conveying party(ies)

Arch Wireless Operating Company, Inc.

Delaware Corp

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Registrations:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Metrocall USA, Inc.	1,475,653	DATACALL
Metrocall USA, Inc.	2,829,000	IRM
Metrocall USA, Inc.	2,533,467	DIRECTVIEW
Metrocall USA, Inc.	1,309,373	METRONET
Metrocall USA, Inc.	1,310,413	HIPPOBEEPAMUS
Metrocall USA, Inc.	2,861,846	COMMUNICATION FOR THE NET GENERATION
Metrocall USA, Inc.	1,353,284	BEEP!
Metrocall USA, Inc.	2,885,673	METROCALL
Metrocall USA, Inc.	2,681,649	SWIFTSEND
Metrocall USA, Inc.	2,242,488	PRONET COMMUNICATIONS
Metrocall USA, Inc.	2,244,276	PRONET COMMUNICATIONS TO GO
Metrocall USA, Inc.	2,749,754	CONVEIA NETWORKS
Metrocall USA, Inc.	2,749,753	CONVEIA
Metrocall USA, Inc.	2,397,195	AMERICA'S WIRELESS NETWORK
Metrocall USA, Inc.	1,310,414	METROMESSAGE
Metrocall USA, Inc.	1,124,767	METROCALL
Metrocall USA, Inc.	1,173,630	IN TOUCH
Arch Wireless Operating Company, Inc.	2,349,479	6-PAK

Arch Wireless Operating Company, Inc.	2,592,977	ARCH WEBSTER
Arch Wireless Operating Company, Inc.	2,664,576	ARCH WIRELESS
Arch Wireless Operating Company, Inc.	2,313,873	BUYWISE
Arch Wireless Operating Company, Inc.	2,305,248	MMS
Arch Wireless Operating Company, Inc.	2,451,374	MARKETTRAX
Arch Wireless Operating Company, Inc.	1,495,312	MOBILECOMM
Arch Wireless Operating Company, Inc.	1,485,998	MOBILECOMM
Arch Wireless Operating Company, Inc.	1,352,543	DIAL PAGE
Arch Wireless Operating Company, Inc.	2,438,793	PAGENET
Arch Wireless Operating Company, Inc.	2,435,509	PAGENET stylized

Applications:

<u>OWNER</u>	<u>SERIAL NUMBER</u>	<u>TRADEMARK</u>
Metrocall USA, Inc.	76/458,449	HELPING AMERICA COMMUNICATE
Metrocall USA, Inc.	75/468,568	MESSAGE TRACK
Metrocall USA, Inc.	76/450,517	ADDING MOBILITY TO BUSINESS
Metrocall USA, Inc.	76/450,516	DESIGN ONLY
Metrocall USA, Inc.	76/483,250	YOUR BUSINESS COMMUNICATION PARTNER
Metrocall USA, Inc.	76/600,082	USAMOBILITY
Metrocall USA, Inc.	76/460,069	THE BUSINESS COMMUNICATION EXPERTS
Arch Wireless Operating Company, Inc.	78/025,585	ARCH and design

Arch Wireless Operating Company, Inc. 78/025,588 ARCH WIRELESS and design

Arch Wireless Operating Company, Inc. 75/490,869 MOBILECOMM and design

Licenses: None.

LICENSEE	LICENSOR	REGISTRATION/ APPLICATION NUMBER	TRADEMARK
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OTHER TRADEMARKS:

Registrations: None.

OWNER	REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
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Applications: None.

OWNER	APPLICATION NUMBER	COUNTRY/STATE	TRADEMARK
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Licenses: None.

LICENSEE	LICENSOR	COUNTRY/STATE	REGISTRATION/ APPLICATION NUMBER	TRADEMARK
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Trademark Security Agreement

Trademark Security Agreement, dated as of November 16, 2004, by METROCALL USA, INC. and ARCH WIRELESS OPERATING COMPANY, INC. (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

(a) Trademarks of such Pledgor listed on Schedule I attached hereto (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademark);

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the full performance of the Secured Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

METROCALL USA, INC.

By: George Mantis
Name: George Mantis
Title: Treasurer

ARCH WIRELESS OPERATING COMPANY, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

METROCALL USA, INC.

By: _____
Name:
Title:

ARCH WIRELESS OPERATING COMPANY, INC.

By: William G. Raymond
Name:
Title: WILLIAM RAYMOND
PRESIDENT

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: _____
Name:
Title:

Wilfred V. Saint
Director
Banking Products
Services, US

By: _____
Name:
Title:

Josefin Fernandes
Associate Director
Banking Products
Services, US

Trademark security agree

SCHEDULE I
to
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