

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bell Industries, Inc.		01/31/2007	CORPORATION: CALIFORNIA
Bell Industries, Inc.		01/31/2007	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc., as Agent
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3134212	DEPOTWORKS

CORRESPONDENCE DATA

Fax Number: (213)996-3339

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2136836339

Email: claudiaimmerzeel@paulhastings.com

Correspondent Name: Paul Hastings Janofsky & Walker LLP

Address Line 1: 515 South Flower Street, 25th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

OP \$40.00 3134212

ATTORNEY DOCKET NUMBER:	45035.00232
NAME OF SUBMITTER:	Claudia R Immerzeel
Signature:	/Claudia R Immerzeel/
Date:	02/15/2007

TRADEMARK

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Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of January, 2007, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO Foothill, INC., in its capacity as Agent for the Lender Group and the Bank Product Provider (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Bell Industries, Inc., a California corporation ("Parent"), Bell Industries, Inc., a Minnesota corporation ("Bell Minnesota") (each of Parent and Bell Minnesota are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders signatory thereto (the "Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. **SECURITY FOR OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Provider or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. **CONSTRUCTION.** Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference

herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

BELL INDUSTRIES, INC.,
a California corporation

By:
Name:
Title:

Kevin J. Thompson
Kevin J. Thompson
CFO

BELL INDUSTRIES, INC.,
a Minnesota corporation

By:
Name:
Title:

Kevin J. T.
Kevin J. Thompson
CFO

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Agent

By:
Name:
Title:

Syrell Bellinghausen
Syrell Bellinghausen
Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 003482 FRAME: 0587**

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Prior to the completion of the SkyTel acquisition, the Grantor has the following registered trademark: "Depotworks" Registration # 3134212.

Upon the completion of the SkyTel acquisition, the Grantor will be assigned the following registered trademarks

<u>Country</u>	<u>Mark</u>	<u>Class</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
Argentina	Arrows Design	38	2006727	30-Oct-95	1614993	10-Sep-96	Registered*
Argentina	SkyCard	9	2136873	22-Jun-99	1740823	22-Jun-99	Registered*
Argentina	SkyPager	9	2397411	06-Nov-02	1958569	06-Nov-03	Registered*
Argentina	SkyPager	38	2397412	06-Nov-02	1941102	15-Jul-03	Registered*
Argentina	SkyTalk	38	2397413	06-Nov-02	1941101	15-Jul-03	Registered*
Argentina	Skytel	9	1923035	06-Jun-94	1715711	21-Jan-99	Licensed/Reg
Argentina	Skytel	38	1722391	25-Jan-90	1963375	30-Sep-93	Licensed/Reg
Argentina	Skytel 2-Way	38	2006728	30-Oct-95	1638293	21-Jul-97	Registered*
Argentina	SkytelCom	38	1880458	01-Jun-93	1668747	20-May-98	Registered*
Argentina	Triangle Design	38	1966551	17-Mar-95	1582580	14-Dec-95	Licensed/Reg
Bahamas	MTEL	16 (39)	17,456	21-Jun-95	17456	04-Jun-95	Registered*
Bahamas	SkyPager	9 (8)	17452	14-Jun-95	17452	14-Jun-95	Registered
Bahamas	Skytel	9 (8)	17453	14-Jun-95	17453	26-Mar-96	Registered
Bahamas	SkyWord	16 (39)	17455	21-Jun-95	17455	14-Jun-95	Registered
Bahamas	Triangle Design	38	17454	14-Jun-95	17454	14-Jun-95	Registered*
Belize	SkyPager	9		09-Feb-89	7220	04-Oct-09	Registered
Belize	SkyPager	38		17-May-90	7221	09-Feb-89	Registered
Belize	SkyTalk	38		13-Feb-89	7223	03-Apr-92	Registered
Belize	Skytel	38		04-Oct-95	7222	23-Oct-95	Registered
Belize	Triangle Design	38		04-Oct-95	7225	04-Oct-95	Registered*
Bermuda	Skytel	9	25543	29-Oct-93	25543	29-Oct-93	Registered
Bermuda	Skytel	38	25143	28-Jul-93	25143	28-Jul-93	Registered
Bolivia	MTEL	38	2069	17-Mar-95	C70611	04-Feb-99	Registered*
Bolivia	Skytel 2-Way	38	2385	01-Nov-95	C69321	07-Dec-98	Registered
Bolivia	SkyWord	38	2068	17-Mar-95	C67380	03-Sep-98	Registered
Bolivia	Triangle Design	38	2068	17-Mar-95	C69342	07-Dec-98	Registered*
Brazil	Arrows Design	38	818821914	29-Sep-95	818997265	01-Sep-98	Registered
Brazil	MTEL	38	817872710	17-May-94	817872710	13-Aug-96	Registered*
Brazil	SkyCard	9	820728926	11-May-98	820728926	11-Jul-00	Registered*
Brazil	Skytel	9	817874429	20-May-94			Pending
Brazil	Skytel	38	817874437	20-May-94	817874437	16-Sep-97	Registered
Brazil	Skytel 2-Way	38	818951770	27-Nov-95	818951770	05-Jan-99	Registered
Brazil	SkyWord	38	817872701	20-May-94	817872701	13-Aug-96	Registered
Brazil	SkyWord Access	9	817914285	12-Jul-94	817914285	05-Mar-96	Registered
Brazil	Triangle Design	38	818447826	13-Apr-95	818447826	24-Jun-97	Registered*
Canada	Skypage	9, 38	642960	19-Oct-89	392552	10-Jan-92	Registered
Canada	SkyPager	9	642 945	19-Oct-89	TMA393064	24-Jan-92	Registered*
Canada	SkyTalk	9, 38	642953	19-Oct-89	TMA392549	10-Jan-92	Registered

Canada	SkyTalk Plus	38	642956	19-Oct-89	392550	10-Jan-92	Registered
Canada	SkyWord	9, 38	642958	19-Oct-89	TMA392551	10-Jan-92	Registered
Chile	Arrows Design	38	95324679	02-Nov-95	473508	05-Dec-96	Registered*
Chile	Triangle Design	38	301880	15-Mar-95	457218	12-Feb-96	Registered*
China (Peoples Republic)	Destineer	38	94056760	15-Jun-94	837985	06-May-96	Registered*
China (Peoples Republic)	MTEL	38	95,013,045	07-Feb-95	911949	07-Dec-96	Registered*
China (Peoples Republic)	SkyWord	38	95013689	11-Feb-95	911980	06-Dec-96	Registered
China (Peoples Republic)	Swoop	38	94056759	15-Jun-94	819963	28-Feb-96	Registered*
China (Peoples Republic)	Triangle Design	38	95013690	11-Feb-95	911978	06-Dec-96	Registered*
Colombia	Arrows Design	38	97004811	31-Jan-97	200184	14-Aug-97	Registered*
Colombia	SkyCard	9	98013897	12-Mar-98	211911	27-Aug-98	Registered*
Colombia	Skytel 2-Way	38	97004812	31-Jan-97	200182	14-Aug-97	Registered*
Colombia	SkyWord Access	9	94026655	20-Jun-94	166929	25-Oct-94	Registered*
Costa Rica	Skytel	9		29-May-95	93605	25-Oct-95	Licensed/Reg
Costa Rica	Skytel	38	94748	25-May-95	93581	25-Oct-95	Licensed/Reg
Costa Rica	Skytel 2-Way	38	99483	22-Feb-96	97651	04-Nov-96	Registered
Costa Rica	SkyWord	38	94.742	25-May-95	93594	25-Oct-95	Licensed/Reg
Costa Rica	Triangle Design	38	964690	22-May-95	93826	10-Nov-95	Registered*
Dominican Republic	MTEL	16 (63)	4050	18-Feb-93	57161	15-May-93	Registered
Dominican Republic	Sky	38 (70)	40064	29-Nov-95	82271	15-Feb-96	Registered
Dominican Republic	SkyCard	9 (20)	17672	30-Apr-98	98887	15-Aug-98	Registered*
Dominican Republic	SkyPager	16 (63)	2469	09-Feb-93	57159	15-May-93	Registered
Dominican Republic	SkyPager	9 (20)	4047	09-Feb-93	56963	15-May-93	Registered
Dominican Republic	SkyTalk	16 (63)	18943	01-Mar-93	57151	15-May-93	Registered
Dominican Republic	Skytel	16 (63)	2471	09-Feb-93	57155	15-May-93	Registered
Dominican Republic	Skytel	9 (20)			56964	15-May-93	Registered
Dominican Republic	Skytel 2-Way	16 (63)		26-Oct-95	83247	15-Apr-96	Registered
Dominican Republic	Skytel 2-Way	38 (70)	41030	11-Dec-95	82256	15-Feb-96	Registered
Dominican Republic	SkyWord	16 (63)	2470	09-Feb-93	57160	15-May-93	Registered
Dominican Republic	Triangle Design	38 (70)	14467	11-Apr-95	94436	15-Dec-97	Registered*
Ecuador	Destineer	38	48150	13-Jun-94	108595	30-Nov-95	Registered*
Ecuador	SkyCard	9	85952	13-Mar-98	532400	10-Aug-00	Registered*
Ecuador	SkyNews	42	55830	05-Apr-95	150196	18-Nov-96	Registered*
Ecuador	SkyPager	9	51538	23-Jan-90	4627-90	09-Nov-90	Licensed/Reg
Ecuador	SkyPager	38	51347	23-Jan-90	49490	09-Nov-90	Licensed/Reg
Ecuador	SkyQuote	36	56263	24-Apr-95	155196	18-Nov-96	Registered*
Ecuador	SkyTalk	38	51348	23-Jan-90	49290	09-Nov-90	Licensed/Reg
Ecuador	Skytel	9	51349	31-May-94	1240295	12-Jul-95	Licensed/Reg
Ecuador	Skytel	38	51350	23-Jan-90	49390	09-Nov-90	Licensed/Reg

Ecuador	Skytel 2-Way	38	62598-95	30-Oct-95	I088297	28-Aug-97	Registered*
Ecuador	SkyWord	38	51351	31-May-94	I71895	12-Jul-95	Licensed/Reg
Ecuador	Swoop	38	48149	13-Jun-94	108495	30-Nov-95	Registered*
Ecuador	Triangle Design	38	0055112	15-Mar-95	42296	16-Oct-96	Licensed/Reg
El Salvador	Destineer	38	208594	14-Jun-94	9251	13-Mar-97	Registered*
El Salvador	MTEL	38	2097-94	15-Jun-94	240136	17-Aug-01	Registered
El Salvador	SkyCard	9	E288998	19-May-98	74BOOK105	31-May-00	Registered*
El Salvador	SkyPager	9	1472-95	24-Mar-95	185Book101	08-Feb-00	Registered
El Salvador	SkyPager	38	1471-95	24-Mar-95	93Book76	06-May-98	Registered
El Salvador	SkyTalk	38	E-1473-95	24-Mar-95	86Book74	03-Apr-98	Registered
El Salvador	Skytel	9	2128-94	16-Jun-94	218	12-Jun-97	Registered
El Salvador	Skytel	38	E-2129-94	16-Jun-94	241	21-Apr-98	Registered
El Salvador	Skytel 2-Way	38	476195	06-Nov-95	221138	11-Sep-01	Registered
El Salvador	SkyWord	38	1474-95	24-Mar-95	133104	17-May-00	Registered
El Salvador	Swoop	38	E-2085-94	14-Jun-94	16876	11-May-98	Registered*
El Salvador	Triangle Design	38	1475-95	24-Mar-95	96Book86	08-Jan-99	Registered*
Germany	SkyPager	9, 38	N 2587638W Z	11-Aug-93	2087897	20-Dec-94	Registered*
Guatemala	MTEL	38			70912	26-Jun-94	Registered*
Guatemala	SkyAlarm	38		31-May-96	96134	08-Jun-99	Registered*
Guatemala	SkyCard	9			97119	16-Jul-99	Registered*
Guatemala	SkyPager	9	002274	24-Mar-95	80906	10-Sep-96	Registered*
Guatemala	SkyPager	38	002276	24-Mar-95	84812	17-Apr-97	Registered*
Guatemala	SkyTalk	38		30-May-94	86149	11-Aug-97	Registered*
Guatemala	Skytel	9		18-Aug-92	96014	25-May-99	Registered*
Guatemala	SkyTel & Triangle Design	9	05030	24-May-99	96014	24-May-99	Registered*
Guatemala	Skytel 2-Way	38	007928	31-Oct-95	92203	19-Aug-98	Registered*
Guatemala	SkyWeb	38		05-Mar-97	92477	03-Nov-98	Registered*
Guatemala	SkyWord	38		30-May-94	91845	23-Sep-98	Registered*
Guatemala	SkyWord Access	9	86699	30-May-94	86699	12-Aug-97	Registered*
Guatemala	Triangle Design	38	002275	24-Mar-95	80441	21-Aug-96	Registered*
Honduras	Skytel	9	2885/95	17-Mar-95	64172	30-Jan-96	Registered*
Honduras	Skytel 2-Way	38	10304/1995	31-Oct-95	3600	31-Jul-96	Registered*
Hong Kong	SkyPager	9	00909/1990	02-Feb-90	B076411997	02-Feb-90	Registered*
Hong Kong	SkyPager	38	9210043	10-Apr-92	111431997	10-Apr-92	Registered
Hong Kong	SkyTalk	16	908/1990	02-Feb-90	B035261993	02-Feb-90	Registered*
Hong Kong	SkyTalk	38	9210041	10-Apr-92	B1114297	10-Apr-92	Registered
Hong Kong	Skytel	16	907/1990	02-Feb-90	B038661993	02-Feb-90	Registered*
Hong Kong	SkyWord	38	9210044	10-Apr-92	88051996	10-Apr-92	Registered*
Indonesia	Triangle Design	9		26-Oct-95	376520	05-Feb-96	Registered*
Jamaica	SkyPager	9	9/1226	23-Feb-90	27664	23-Feb-90	Registered
Japan	Skytel	38	189058/199 2	16-Sep-92	3294681	25-Apr-97	Registered*
Japan	Skytel	38	214186/199 21	24-Sep-92	3294685	25-Apr-97	Registered*
Japan	SkyWord	38	189059/199 2	16-Sep-92	3294682	25-Apr-97	Registered*
Japan	SkyWord (in Katakana)	38	214187/199 2	24-Sep-92	3294686	25-Apr-97	Registered*
Korea, Republic of	Triangle Design	38 (106)	95-10482	26-Oct-95	38284	25-Sep-97	Registered*
Malaysia	SkyStream	9	96002830	21-Mar-96	96002830	21-Mar-96	Registered*

Malaysia	Skytel	16	93/00957	17-Feb-93	9300957	17-Apr-97	Registered*
Malaysia	SkyWord	16	93/00958	17-Feb-93	9300958	17-Feb-93	Registered*
Malta	SkyPager	9	23253	06-May-94	23253	06-May-94	Registered
Malta	SkyPager	16	23247	06-May-94	23247	06-May-94	Registered
Malta	SkyTalk	16	23249	06-May-94	23249	06-May-94	Registered
Malta	Skytel	9	23250	06-May-94	23250	06-May-94	Registered
Malta	Skytel	16	23251	06-May-94	23251	06-May-94	Registered
Malta	SkyWord	16	23248	06-May-94	23248	06-May-94	Registered
Mexico	MTEL	38	227,282	17-Mar-95	502430	17-Mar-95	Registered*
Mexico	SkyCell	9	174523	04-Aug-93	445525	03-Nov-93	Registered*
Mexico	SkyFax	38	120487	19-Aug-91	431626	03-Mar-93	Registered*
Mexico	SkyLine	16	174527	04-Aug-93	442634	23-Sep-93	Registered*
Mexico	SkyMed	38	174531	04-Aug-93	460464	16-May-94	Registered*
Mexico	SkyPhone	9	174533	04-Aug-93	442639	23-Sep-93	Registered*
Mexico	SkyPhone	38	174530	04-Aug-93	442637	23-Sep-93	Registered*
Mexico	Skytel	9	227285	17-Mar-95	488602	17-Mar-95	Registered*
Mexico	Skytel	38	82271	02-Mar-90	396101	05-Jun-91	Registered*
Mexico	SkyVox	38	120488	19-Aug-91	506910	16-Oct-95	Registered*
Mexico	SkyWord Access	9	304,138	11-Aug-97	558089	29-Aug-97	Registered*
Mexico	Triangle Design	38	227283	17-Mar-95	515288	17-Mar-95	Registered*
Morocco	MTEL	38	56937	21-Jun-95	56937	21-Jun-95	Registered*
Morocco	SkyPager	9, 38	56934	14-Mar-95	56934	21-Jun-95	Registered*
Morocco	SkyTalk	38	56938	14-Mar-95	56938	21-Jun-95	Registered*
Morocco	Skytel	9, 38	56935	21-Jun-95	56935	21-Jun-95	Registered*
Morocco	SkyWord	38	56936		56936	21-Jun-95	Registered*
Morocco	Triangle Design	38	56939	21-Jun-95	56939	21-Jun-95	Registered*
Nicaragua	MTEL	38	96-01294	29-Mar-96	31838	04-Sep-96	Registered*
Nicaragua	SkyPager	9	9600396	31-Jan-96	31502	17-Jul-96	Registered
Nicaragua	SkyPager	38	96-00399	31-Jan-96	31604	09-Aug-96	Registered
Nicaragua	SkyTalk	38	9600400	31-Jan-96	33071	05-Jan-97	Registered
Nicaragua	Skytel	9	96-00395	31-Jan-96	31473	16-Jul-96	Registered
Nicaragua	Skytel	38	96-00398	31-Jan-96	32196	23-Oct-96	Registered
Nicaragua	Skytel 2-Way	38	9600911	07-Mar-96	32197	23-Oct-96	Registered
Nicaragua	SkyWord	9	9600397	31-Jan-96	31501	17-Jul-96	Registered
Nicaragua	SkyWord	38	96-00413	31-Jan-96	31602	08-Aug-96	Registered
Nicaragua	Triangle Design	9	96004412	31-Jan-96	31606	09-Aug-96	Registered*
Nicaragua	Triangle Design	38	96-004411	31-Jan-96	31605	09-Aug-96	Registered*
Panama	SkyNews	42	76933	23-Aug-95	76933	11-Oct-96	Registered
Panama	SkyQuote	36	76931	23-Aug-95	76931	11-Oct-96	Registered
Panama	Skytel	38	063870	20-Nov-92	63870	30-May-96	Registered
Panama	Skytel 2-Way	38	85321	23-Jan-97	85321	08-Jun-98	Registered
Panama	Triangle Design	38	84690	13-Dec-96	84690	02-Jun-98	Registered*
Paraguay	Destineer	38	11906-94	24-Jun-94	190817	26-Nov-96	Registered
Paraguay	MTEL	38	5143	16-Mar-95	187449	21-Aug-96	Licensed/Reg
Paraguay	SkyAlarm	38	1671897	19-Aug-97	209050	24-Nov-98	Registered
Paraguay	SkyFamily	38	1671697	19-Aug-97	208993	23-Nov-98	Registered
Paraguay	SkyPager	9	1397294	21-Jul-94	179410	11-Aug-95	Licensed/Reg
Paraguay	SkyPager	38	1397494	21-Jul-94	182681	21-Nov-95	Licensed/Reg
Paraguay	SkyStop	38	1671797	19-Aug-97	208924	18-Nov-98	Registered
Paraguay	SkyTalk	38	13974-94	21-Jul-94	182679	21-Nov-95	Licensed/Reg
Paraguay	Skytel	9	005541	21-Mar-95	187432	21-Aug-96	Licensed/Reg
Paraguay	Skytel	38	13975-94	21-Jul-94	182680	21-Nov-95	Licensed/Reg

Paraguay	Skytel 2-Way	38	22608-95	06-Nov-95	191557	19-Dec-96	Registered
Paraguay	SkyWord	38	005542	21-Mar-95	187433	21-Aug-96	Licensed/Reg
Paraguay	SkyWord Access	9	006965	06-Apr-95	186892	26-Jul-96	Registered
Paraguay	Swoop	38	11905-94	24-Jun-94	190818	26-Nov-96	Registered*
Paraguay	Triangle Design	38	005543	21-Mar-95	187434	21-Aug-96	Licensed/Reg
Peru	SkyCard	9	061348	30-Apr-98	048021	20-Aug-98	Registered*
Peru	Skytel 2-Way	38	283449	31-Oct-95	008548	21-Aug-96	Registered*
Philippines	SkyWord	38	105559	29-Jan-96	4199610789 5	28-Nov-00	Registered*
Puerto Rico	MTEL	38	39527	21-Jan-97	39527	21-Jan-97	Registered
Puerto Rico	SkyCard	9	43191	02-Jun-98	43191	02-Jun-98	Registered*
Puerto Rico	SkyPager	9	7486	13-Mar-90	7486	17-May-88	Registered
Puerto Rico	SkyPager	38	7472	13-Mar-90	7472	20-Sep-88	Registered*
Puerto Rico	SkyTalk	38	7478	13-Mar-90	7478	20-Dec-88	Registered
Puerto Rico	Skytel	9	37827	06-Feb-96	37827	06-Feb-96	Registered*
Puerto Rico	SkyWord	38	38133	21-Mar-96	38133	21-Mar-96	Registered*
Puerto Rico	SkyWord Access	9	37710	03-Jan-96	37710	03-Jan-96	Registered*
Puerto Rico	Triangle Design	38	37761	18-Jan-96	37761	18-Jan-96	Registered*
Switzerland	SkyPager	9	773/1990.7	29-Jan-90	379211	20-Nov-90	Registered*
Switzerland	SkyTalk	16	1466/1990. 3	20-Feb-90	380186	22-Jan-91	Registered*
Switzerland	Skytel	38	1467/1990. 5	20-Feb-90	380187	22-Jan-91	Registered*
Taiwan	MTEL	38 (2)	84053271	24-Oct-95	94934	16-Oct-97	Registered*
Taiwan	SkyWord	38 (2)	85002832	18-Jan-96	87602	01-Jan-97	Registered
Taiwan	Triangle Design	38 (2)	85002831	18-Jan-96	88211	31-Jan-97	Registered*
Taiwan	Triangle Design	9 (86)	85002833	18-Jan-96	757412	15-Apr-97	Registered*
Tunisia	MTEL	38	EE950483	04-Apr-95	EE950483	04-Apr-95	Registered*
Tunisia	SkyPager	9, 38	EE950478	04-Apr-95	EE950478	04-Apr-95	Registered*
Tunisia	SkyTalk	38	EE950482	04-Apr-95	EE950482	04-Apr-95	Registered*
Tunisia	Skytel	9, 38	EE950479	04-Apr-95	EE950479	04-Apr-95	Registered*
Tunisia	SkyWord	38	EE950480	04-Apr-95	EE950480	04-Apr-95	Registered*
Tunisia	Triangle Design	38	EE950481	04-Apr-95	EE950481	04-Apr-95	Registered*
United Kingdom	SkyPager	9	1373544	09-Feb-89	1373544	09-Feb-89	Registered
United Kingdom	SkyPager	38	1373545	09-Feb-89	1373545	09-Feb-89	Registered
United Kingdom	Skytel	38	1413108	05-Sep-89	1413108	05-Sep-89	Registered
United Kingdom	Triangle Design	9	1419048	14-Feb-90	1419048	14-Feb-90	Registered*
United Kingdom	Triangle Design	38	1419049	14-Feb-90	1419049	14-Feb-90	Registered*
United States of America	Destineer	38	75185774	22-Oct-96	2304485	28-Dec-99	Registered
United States of America	FleetHawk	9	78126757	07-May-02	2960707	07-Jun-05	Registered
United States of America	FleetHawk	42	78575434	25-Feb-05			Pending
United States of America	FleetHawk & Design	42	78654449	20-Jun-05			Pending
United States of America	Nationwide Now	38	75044016	16-Jan-96	2077033	08-Jul-97	Registered
United States of America	SkyGuard	9, 35	78549991	19-Jan-05			Pending

United States of America	SkyLink	9	74687981	14-Jun-95	2157144	12-May-98	Licensed/Reg
United States of America	SkyLink	9	74687980	14-Jun-95	2067735	03-Jun-97	Registered
United States of America	SkyPager	9	73664367	03-Jun-87	1488238	17-May-88	Registered
United States of America	SkyPager	38	73664366	03-Jun-87	1505191	20-Sep-88	Registered
United States of America	SkyReply	38	75351412	29-Aug-97	2269678	10-Aug-99	Registered
United States of America	SkyTalk	38	73726355	04-May-88	1517492	20-Dec-88	Registered
United States of America	Skytel	9	74309705	01-Sep-92	1775044	08-Jun-93	Registered
United States of America	Skytel	38	78171986	08-Oct-02	2827789	30-Mar-04	Registered
United States of America	Skytel Access	9	74714295	11-Aug-95	2111125	04-Nov-97	Registered
United States of America	Skytel Custom Newscasts	42	75553260	17-Sep-98	2444842	17-Apr-01	Registered
United States of America	Skytel Messenger	9	75141183	25-Jul-96	2120589	09-Dec-97	Registered
United States of America	SkyWord	38	73817912	08-Aug-89	1592384	17-Apr-90	Registered
United States of America	SkyWriter	38	75142256	26-Jul-96	2131296	20-Jan-98	Registered
United States of America	The First Name in Advanced Messaging	38	75834580	28-Oct-99	2577125	11-Jun-02	Registered
United States of America	Triangle Design	38	73677821	11-Aug-87	1559271	03-Oct-89	Registered*
Uruguay	Destineer	38	270826	17-Jun-94	270826	23-Oct-96	Registered*
Uruguay	SkyCard	9	303478	05-May-98	303478	14-Oct-98	Registered*
Uruguay	Skytel	9	276530	24-Mar-95	276530	19-Feb-97	Registered
Uruguay	Skytel	38	325763	05-Feb-90	235344	07-Nov-90	Registered
Uruguay	Skytel 2-Way	38	282523	07-Nov-95	282523	04-Aug-97	Registered
Uruguay	Swoop	38	270825	17-Jun-94	270825	14-May-96	Registered*
Uruguay	Triangle Design	38	276529	24-Mar-95	276529	07-Feb-97	Registered*
Venezuela	Arrows Design	38	17914	13-Nov-95	5928S	06-Aug-97	Registered*
Venezuela	MTEL	38	7425-94	09-Jun-94	3296S	09-Feb-96	Registered
Venezuela	SkyNews	42	9444	29-Jun-95	4709S	03-Jan-97	Registered*
Venezuela	SkyQuote	36	9445	29-Jun-95	4710S	03-Jan-97	Registered*
Venezuela	Skytel & Triangle Design	38	13185	04-Oct-94		09-Feb-96	Registered*
Venezuela	Skytel 2-Way	38	17205	31-Oct-95	4981S	03-Jan-97	Registered*
Venezuela	SkyVox	38	13184	04-Oct-94		09-Feb-96	Registered*
Venezuela	SkyWord Access	9	7529	10-Jun-94	184.568P	05-Jan-96	Registered*
Vietnam	MTEL	38	27175	30-Jan-96	22875	28-Oct-96	Registered*
Vietnam	SkyPager	9	N037796	30-Jan-96	22869	28-Oct-96	Registered*
Vietnam	SkyPager	38	N037896	30-Jan-96	22870	28-Oct-96	Registered*
Vietnam	SkyTalk	38	27173	30-Jan-96	22873	28-Oct-96	Registered*
Vietnam	Skytel	9	27167	30-Jan-96	22866	28-Oct-96	Registered*
Vietnam	Skytel	38	27168	30-Jan-96	22868	30-Jan-96	Registered*
Vietnam	SkyWord	38	27174	30-Jan-96	22874	28-Oct-96	Registered*
Vietnam	Triangle Design	9	N037996	30-Jan-96	22871	28-Oct-96	Registered*
Vietnam	Triangle Design	38	N038096	30-Jan-96	22872	28-Oct-96	Registered*

The asterisk (*) symbol indicates registrations requiring independent verification of their status because, although the renewal date is in the future, foreign counsel has been instructed not to maintain these registrations.

RECORDED: 02/15/2007

TRADEMARK
REEL: 003482 FRAME: 0594