

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Bell Industries, Inc.

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

Citizenship (see guidelines) California

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) March 12, 2007

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Newcastle Partners, L.P.

Internal

Address: _____

Street Address: 200 Crescent Court, Suite 1400

City: Dallas

State: Texas

Country: USA Zip: 75201

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)
see attached

B. Trademark Registration No.(s)
see attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
see attached

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

Name: Randy M. Friedberg, Esq.

Internal Address: Olshan Grundman Frome Rosenzweig
& Wolosky LLP

Street Address: 65 East 55th Street

City: New York

State: New York Zip: 10022

Phone Number: (212) 451-2321

Fax Number: (212) 451-2222

Email Address: rfriedberg@olshanlaw.com

6. Total number of applications and registrations involved:

23

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 590.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 1004
Expiration Date 07/09

b. Deposit Account Number see attached

Authorized User Name _____

9. Signature:

Signature

Date

Randy M. Friedberg

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 16

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Trademark Recordation Form -Additional name of conveying party

**Bell Industries, Inc.
8888 Keystone Crossing, Suite 1700
Indianapolis, IN 46240**

a Minnesota corporation

SCHEDULE

TRADEMARKS

Prior to the completion of the SkyTel acquisition, Parent has the following registered trademark: "Depotworks" Registration # 3134212. Upon the completion of the SkyTel acquisition, Parent will be assigned the following registered trademarks:

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	78854449	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	SkyPager	9	73664367	03-Jun-87	1488238	17-May-88	Registered

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of America							
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*

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.

Parent owned Trademark:

<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>
United States of America	Depotworks	4		December 13, 2004	3134212	August 22, 2006	Registered

ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THE REPAYMENT OF THE OBLIGATIONS EVIDENCED BY THIS AGREEMENT, THE LIENS AND SECURITY INTERESTS SECURING THE OBLIGATIONS EVIDENCED BY THIS AGREEMENT, THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO, AND CERTAIN OF THE RIGHTS OF THE HOLDER HEREOF ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AND SUBORDINATION AGREEMENT DATED AS OF MARCH 12, 2007 (AS AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BY AND BETWEEN WELLS FARGO FOOTHILL, INC., AS SENIOR AGENT, AND NEWCASTLE PARTNERS, L.P., AS SUBORDINATED CREDITOR. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 12th day of March, 2007, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and Newcastle Partners, L.P. (together with its successors, "Secured Party").

WITNESSETH:

WHEREAS, Grantors and the Secured Party have entered into that certain Amended and Restated Convertible Promissory Note, dated as of March 12, 2007 (the "Note") wherein Secured Party has agreed to advance \$10,000,000 to Borrower and make certain financial accommodations pursuant to the terms thereof, and

WHEREAS, in order to induce the Secured Party to enter into the Note and other agreements between the parties, and to induce the Secured Creditor to make financial accommodations to Borrowers, Grantors have agreed to grant a continuing security interest in and to the Collateral in order to secure the prompt and complete payment, observance and performance of, among other things, the Secured Obligations owing to the Secured Creditor,

WHEREAS, pursuant to that certain Credit Agreement dated January 31, 2007 (the "Credit Agreement") among the Borrowers and Wells Fargo Foothill, Inc., in its capacity as administrative agent for a certain Lender Group and Bank Product Provider (together with its successors, the "Agent"), the Agent and Lender Group has made certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof, and

WHEREAS, reference is made to that certain Intercreditor and Subordination Agreement entered into by and between Secured Party and Agent, dated as of March 12, 2007 (the "Intercreditor 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 Note.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Secured Party, for the benefit of the Secured Party, a continuing 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 Secured Party 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 Secured Party, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party 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 Secured Party 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 Secured Party'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 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 refer to this Trademark Security Agreement, as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security 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 agreement with Secured Party 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 that, at such time, remain outstanding and that are not required by the provisions of the Note 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 the Note 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]

MAR-12-2007 04:33P FROM:

TO: 7156811

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

BELL INDUSTRIES, INC.
a California corporation

By: Kevin J. Thimig
Name: Kevin J. Thimig
Title: Exp & CFO

BELL INDUSTRIES, INC.
a Minnesota corporation

By: Kevin J. Thimig
Name: Kevin J. Thimig
Title: CFO

ACCEPTED AND ACKNOWLEDGED BY:

NEWCASTLE PARTNERS, L.P.

By: _____
Name: _____
Title: _____

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

BELL INDUSTRIES, INC.
a California corporation


By: _____
Name: _____
Title: _____

BELL INDUSTRIES, INC.
a Minnesota corporation

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

NEWCASTLE PARTNERS, L.P.

By:  _____
Name: Mark Schwarz
Title: CEO - General Partner

SCHEDULE**TRADEMARKS**

Prior to the completion of the SkyTel acquisition, Parent has the following registered trademark: "Depotworks" Registration # 3134212. Upon the completion of the SkyTel acquisition, Parent will be assigned the following registered trademarks:

Country	Mark	Class	App. No.	App. Date	Reg. No.	Reg. Date	Status
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-98	Registered*
Chile	Triangle Design	38	301880	15-Mar-95	457218	12-Feb-96	Registered*

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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	SkyPager	9	73664367	03-Jun-87	1488238	17-May-88	Registered

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of America							
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	75142258	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	13186	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.

Parent owned Trademark:

<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>
United States of America	Depotworks	4		December 13, 2004	3134212	August 22, 2006	Registered