

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Messaging Services, LLC		03/27/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of New York, N.A. as collateral agent		
Street Address:	101 Barclay Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10286		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2370613	NATIONSPAN	
CORRESPONDENCE DATA			
Fax Number:	(617)526-5000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-526-6448		
Email:	janey.davidson@wilmerhale.com		
Correspondent Name:	Michael J. Bevilacqua, Esquire		
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP		
Address Line 2:	60 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
NAME OF SUBMITTER:	Michael J. Bevilacqua		
Signature:	/michael j. bevilacqua/		
Date:	04/04/2007		

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Total Attachments: 5

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Trademark Security Agreement

Trademark Security Agreement, dated as of March 27, 2007, made by AMERICAN MESSAGING SERVICES, LLC (successor by merger to AMERICAN MESSAGING (AM), INC.) (the "Pledgor"), in favor of THE BANK OF NEW YORK, N.A., in its capacity as collateral agent pursuant to the Purchase Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, American Messaging (AM), Inc. entered into that certain Trademark Security Agreement, dated as of June 2, 2006, in favor of The Bank of New York, N.A., as collateral agent, pursuant to which American Messaging (AM), Inc. pledged its interest in the Trademark listed on Schedule I attached hereto;

WHEREAS, effective as of 12:01 EST on January 1, 2007, American Messaging (AM), Inc. merged with and into the Pledgor (the "Merger"); and

WHEREAS, in connection with the Merger, American Messaging (AM), Inc. filed with the U.S. Patent and Trademark Office a Trademark Assignment, effective as of January 1, 2007, whereby American Messaging (AM), Inc. by operation of the Merger assigned its interest in the Trademark listed on Schedule I attached hereto to the Pledgor; and

WHEREAS, the Pledgor is party to a Security Agreement dated as of June 2, 2006 (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement confirming its pledge of the Trademark listed on Schedule I attached hereto to the Collateral Agent; and

NOW, THEREFORE, in consideration of the premises, the Pledgor hereby agrees 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. The 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 the Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (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 Pledgor hereby acknowledges and affirms 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 unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall, upon the request of, and at the sole cost and expense of, the Pledgor, execute, acknowledge, and deliver to the Pledgor 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.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

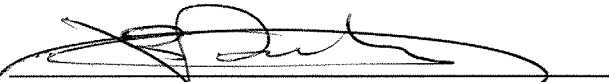
[signature page follows]

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

Very truly yours,

AMERICAN MESSAGING SERVICES, LLC

By:

A handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to be "J. Smith".

Name:

Title:

Accepted and Agreed:

THE BANK OF NEW YORK, N.A.,
as Collateral Agent.

By: _____

Name:

Title:



~~KWAME GORDON-MARTIN~~
ASSISTANT VICE PRESIDENT

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
American Messaging Services, LLC	2370613	NATIONSPAN

Trademark Applications: None