

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement Termination at Reel 3515 and Frame 0664		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of New York, as Collateral Agent		12/20/2008	National Banking Association:
RECEIVING PARTY DATA			
Name:	American Messaging Services, LLC		
Street Address:	1720 Lakepointe Drive, Suite 100		
City:	Louisville		
State/Country:	TEXAS		
Postal Code:	75057		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
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:	huelinh.tran@wilmerhale.com		
Correspondent Name:	Michael J. Bevilacqua, Esq.		
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP		
Address Line 2:	60 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	2001.297.121		
NAME OF SUBMITTER:	Michael J. Bevilacqua		
Signature:	/michael j. bevilacqua/		

CH \$40.00 2370613

Date:

02/04/2009

Total Attachments: 2

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SECURITY AGREEMENT TERMINATION

WHEREAS, American Messaging Services, LLC, a Delaware limited liability company (the "Debtor") and The Bank of New York (the "Secured Party") entered into a certain Security Agreement (the "Security Agreement"), dated as of March 27, 2007, which was recorded in the United States Patent and Trademark Office on April 5, 2007, at Reel 3515 and Frame 0664, that by its terms granted Secured Party a security interest in certain intellectual property listed in the Security Agreement (the "Trademarks");

WHEREAS, the Security Agreement provides that Secured Party shall execute and deliver to the Debtor a termination of all security interests granted by Debtor upon the payment in full and full performance of all obligations incurred under that certain Purchase Agreement among American Messaging Services, Inc., as the Issuer of the Notes, the Guarantors Party Thereto, as Guarantors, The Bank of New York, N.A., as Collateral Agent, and the Purchasers Named Therein, as Purchasers, dated as of May 2, 2006 and as amended from time to time; and

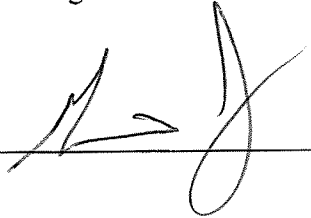
WHEREAS, the Debtor has or has caused to be paid and satisfied in full the obligations for which the security interest in the Trademarks was granted.

NOW THEREFORE the parties hereto agree that Secured Party hereby releases and/or reassigns to the Debtor the security interest in the Trademarks granted to the Secured Party under the Security Agreement. The Secured Party also hereby releases its security interest in the Trademarks.

IN WITNESS WHEREOF the parties hereto by the signature below of their duly authorized representatives agree to be bound by the provisions of this Termination Agreement as of the date of execution, this 20 day of December, 2008.

THE BANK OF NEW YORK MELON, as
Collateral Agent

Name:
Title:




GEORGE JOHNSON
VICE PRESIDENT

County of
State of

) NY

Then personally appeared the above named George Johnson and acknowledged the foregoing act to be his/her free act and deed, before me, this 29 day of January, 2008.


Notary Public

My commission expires:

Maryann Joseph
No. 01JO6137863
Notary Public, State of New York
Qualified in Queens County
My Commission Expires 12/05/2009