

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
USA MOBILITY WIRELESS, INC.		03/03/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO CAPITAL FINANCE, LLC, as Agent		
Street Address:	One Boston Place, Suite 1800		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	3778471	READYCALL	
Registration Number:	3801234	USAMOBILITY ONE SOURCE FOR WIRELESS	
Registration Number:	2928222	ARCH	
Registration Number:	3905472	I-LAND SYSTEM	
Registration Number:	3683823	PAGE SYNC	
Registration Number:	3683762	PAGESYNC	
Registration Number:	3597116	MYALIAS	
Registration Number:	3604582	CELLTEXT MESSAGING	
Registration Number:	3562741	MULTI-MESSENGER	
Registration Number:	3597115	MESSAGE CC:	
Registration Number:	3655239	NOTIFY@ONCE	
Registration Number:	2885673	METROCALL	
Registration Number:	2829000	IRM	
Registration Number:	3084119	USAMOBILITY	

900185468

TRADEMARK
 REEL: 004489 FRAME: 0684

OP \$565.00 3778471

Registration Number:	2960165	ADDING MOBILITY TO BUSINESS
Registration Number:	2967610	
Registration Number:	2679523	WEBLINK WIRELESS
Registration Number:	3009828	MESSAGETRACK
Registration Number:	1173630	IN TOUCH
Registration Number:	1124767	METROCALL
Registration Number:	2664576	ARCH WIRELESS
Registration Number:	2986018	ARCH WIRELESS

CORRESPONDENCE DATA

Fax Number: (312)863-7806

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

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.181
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	03/03/2011

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 3rd day of March, 2011, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO CAPITAL FINANCE, LLC, in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among USA MOBILITY, INC. ("Parent"), ARCH WIRELESS, INC. ("Arch"), USA MOBILITY WIRELESS, INC. ("USMO"), AMCOM SOFTWARE, INC. ("Amcom"; Parent, Arch, USMO and Amcom are collectively, "Borrowers" and each, a "Borrower"), the lenders party thereto as "Lenders" ("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; 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 Providers, that certain Amended and Restated 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 Providers, 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 Providers, 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 Agent, the Lender Group, the Bank Product Providers 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 Providers, 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.

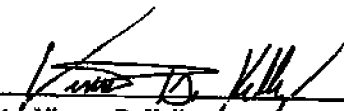
7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except 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 of the Credit Agreement) 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 Providers 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.

8. CONTROLLING LAW. This Agreement is to be governed and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law provisions.

[signature page follows]

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.

USA MOBILITY WIRELESS, INC.

By: 
Name: Vincent D. Kelly
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC, as
Agent

By: Andrea Bernard
Name: ANDREA E. BERNARD
Title: VICE PRESIDENT

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

MARK	REGIS. APP. NUMBER	REGIS. FILE DATE	GRANTOR
ReadyCall	3778471	04/20/10	USA Mobility Wireless, Inc.
USAMobility One Source for Wireless	3801234	06/08/10	USA Mobility Wireless, Inc.
ARCH	2928222	02/22/05	USA Mobility Wireless, Inc.
I-Land System	3905472	01/11/11	USA Mobility Wireless, Inc.
Page Sync	3683823	09/15/09	USA Mobility Wireless, Inc.
Pagesync	3683762	09/15/09	USA Mobility Wireless, Inc.
Myalias	3597116	03/31/09	USA Mobility Wireless, Inc.
CellText Messaging	3604582	04/07/09	USA Mobility Wireless, Inc.
Mulit-messenger	3562741	01/13/09	USA Mobility Wireless, Inc.
Message CC:	3597115	03/31/09	USA Mobility Wireless, Inc.
Notify@Once	3655239	07/14/09	USA Mobility Wireless, Inc.
Metrocall	2885673	09/21/04	USA Mobility Wireless, Inc.
IRM	2829000	04/06/04	USA Mobility Wireless, Inc.
USAMobility	3084119	04/25/06	USA Mobility Wireless, Inc.
Adding Mobility to Business	2960165	06/07/05	USA Mobility Wireless, Inc.
None (Design Only)	2967610	07/12/05	USA Mobility Wireless, Inc.
Weblink Wireless	2679523	01/28/03	USA Mobility Wireless, Inc.
Messagetrack	3009828	11/01/05	USA Mobility Wireless, Inc.
In Touch	1173630	10/13/81	USA Mobility Wireless, Inc.
Metrocall	1124767	09/04/79	USA Mobility Wireless, Inc.
Arch Wireless	2664576	12/17/02	USA Mobility Wireless, Inc.
Arch Wireless	2986018	08/16/05	USA Mobility Wireless, Inc.
SafetyNet	77-028351	10/04/06	USA Mobility Wireless, Inc.

Trade Names

USA Mobility Wireless, Inc.

Metrocall, Inc.

Common Law Trademarks

None

Trademarks Not Currently In Use

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	FIRST USE DATE	INTENT TO USE	OWNER INFORMATION
Communication for the Net Generation	75-842206	Dead	2861846	07/13/04	12/99		Metrocall USA Inc.
CONVELA	76/405850	Dead 3/14/10	2749753	8/12/2003			Metrocall, Inc.
CONVEIA NETWORKS and Design	76/405900	Dead 3/14/10	2749754	8/12/2003			Metrocall, Inc.
PACKFAST!	75/366565	Dead 7/17/10	2791546	12/9/2003			Metrocall, Inc.
PAGELAUNCHER	75/366587	Dead 3/7/10	2747466	8/5/2003			Metrocall, Inc.
Your Business Communication Partner	76-978178	Did Not Renew	3133625	08/22/06	06/05		USA Mobility Wireless, Inc.
Helping America Communicate	76-458449	Did Not Renew	2971588	07/19/05	02/05		USA Mobility Wireless, Inc.

Trademark Licenses

None