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To the Honorable Commissioner of

100857991

attached original documents or copy thereof.

1. Name of conveying party(ies):

TSR Paging Inc.

10-13-98

- Individual(s)
- General Partnership
- Corporation-State (Delaware)
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment *22*
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: March 31, 1998

2. Name and address of receiving party(ies)

Name: TSR Wireless LCC

Internal Address:

Street Address: 400 Kelby Street

City: Fort Lee State: NJ ZIP: 07024

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New Jersey
- Other

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)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,951,480
2,022,956

Additional numbers attached? Yes No

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

Name: Francis C. Hand, Esq.

Internal Address: McAulay Nissen Golberg
Kiel & Hand, LLP

Street Address: 261 Madison Avenue

12th Floor

City: New York State: NY ZIP 10016-239

10/21/1998 BNGUYEN 00000133 1951480

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 80.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

13-0025

(Attach duplicate copy of this page if paying by deposit account)

01 FC:481 40.00 OP
02 FC:482 25.00 OP
03 FC:998 15.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Francis C. Hand

Name of Person Signing

Signature

8 Oct '98

Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 1802 FRAME: 0327

Document of Conveyance and Assignment

Reference is made to the Asset Contribution Agreement, dated December 22, 1997, as amended (the "Agreement"), among TSR Paging Inc. (the "Transferor"), Telephone and Data Systems, Inc. ("TDS"), TSR Wireless LLC (the "Transferee") and TSR Wireless Holdings LLC ("TSR Holdings"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement.

Under the terms and subject to the conditions set forth in the Agreement and subject to Section 2.6 therein, the Transferor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells, assigns, transfers, conveys and delivers unto the Transferee, its successors and assigns, all of the TSR Paging Assets (excluding the Excluded Assets), including without limitation each of the following TSR Paging Assets owned by the Transferor, intending hereby to convey all of the right, title and interest therein:

1. All accounts and notes receivable (whether current or noncurrent), refunds, deposits, prepayments or prepaid expenses of the Transferor;
2. All cash and cash equivalents of the Transferor on hand or in banks, certificates of deposit, money market funds and securities;
3. All TSR Paging Contracts;
4. All TSR Paging Real Property Leases and all TSR Paging Personal Property Leases;
5. All Leasehold Improvements of the Transferor;
6. All Fixtures and Equipment of the Transferor;
7. All TSR Paging Inventory;
8. All Books and Records of the Transferor;
9. All Proprietary Rights of the Transferor;
10. All permits of the Transferor to the extent transferable;
11. All computer software of the Transferor to the extent transferable;
12. All insurance policies of the Transferor;
13. All available supplies, sales literature, promotional literature, customer, supplier and distributor lists, art work, display units, telephone and fax numbers and purchasing records related to the TSR Paging Business;
14. All rights under or pursuant to all warranties, representations and guarantees

made by suppliers in connection with the TSR Paging Assets or services furnished to the Transferor, to the extent such warranties, representations and guarantees are assignable;

15. All claims, causes of actions, chooses in action, rights of recovery and rights of set-off of any kind relating to the TSR Paging Assets, TSR Paging Business or the TSR Paging Assumed Liabilities, against any Person, including without limitation, any liens, security interests, pledges or other rights to payment or to enforce payment in connection with products delivered or services rendered by the Transferor on or prior to the Closing Date; and
16. All FCC Licenses, and FCC License Applications owned or used in the operation of the TSR Paging Business held by the Transferor including, without limitation, those FCC Licenses and FCC License Applications listed on TSR Paging Disclosure Letter Schedule 5.13 (as revised), under the Agreement.

As to any lease, contract, agreement, permit or other authorization included in the TSR Paging Assets which cannot be sold, transferred, assigned, conveyed or delivered effectively without the consent of a third party, which consent has not been obtained, this Document of Conveyance and Assignment shall be of no force or effect until such requisite consent is obtained, whereupon this instrument shall become of full force and effect with respect thereto.

The following TSR Paging Excluded Assets are not subject to this Document of Conveyance and Assignment:

1. All tax refunds of the Transferor, any shareholder of the Transferor and any member of an affiliated, consolidated, combined or unitary group of which TSR Paging is also a member, paid pursuant to Section 5.22, Section 14.4.1 or Section 14.5.2 of the Agreement.

The Transferor hereby covenants and agrees to and with the Transferee, its successors and assigns, to do, execute, acknowledge and deliver to, or to cause to be done, executed, acknowledged and delivered to the Transferee, its successors and assigns, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances that may be reasonably requested by the Transferee for the better selling, assigning, transferring, conveying, delivering, assuring and confirming to the Transferee, its successors or assigns, any or all of the TSR Paging Assets subject to this Document of Conveyance and Assignment.

This Document of Conveyance and Assignment is delivered pursuant to and is subject to the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Document of Conveyance and Assignment, the terms of the Agreement shall prevail.

This Document of Conveyance and Assignment shall be binding upon the successors and assigns of the Transferor and shall inure to the benefit of the successors and assigns of the Transferee.

This Document of Conveyance and Assignment shall be governed by and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

IN WITNESS WHEREOF, the Transferor has caused this instrument of Assignment to be duly executed and delivered this 31st day of March, 1998.

TSR WIRELESS LLC

By: TSR WIRELESS HOLDINGS LLC,
its Managing Member

By: 

Name Mitchell Sacks
Title: President

TSR RAGING INC.

By: 

Name Mitchell Sacks
Title: President