

12-07-2000

JET

OMB No. 0651-001 (exp. 4/94) 11. 10. 00
To the Honorable Commissioner of Patents and



101543308

Documents or copy thereof.

1. Name of conveying party(ies):

Paging Network, Inc.

1800 West Park Drive

Westborough, MA 01581

- Association
- Limited Partnership
- Corporation-State: Delaware
- Other

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

Name: Vast Solutions, Inc.

Internal Address:

Street Address: 14131 Midway Road

City: Addison State: Texas Zip: 75001

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: November 10, 2000

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

A. Trademark Application No.(s)

76/095891 75/844940 75/822344 75/822223 75/822219
75/822218 75/495379 75/794310 75/844942 75/844939
75/702505 75/738348 75/738347 75/844941

B. Trademark Registration No.(s)

2027187

Additional numbers attached? Yes No

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

Name: Michael Bevilacqua, Esquire

Internal Address: Hale and Dorr LLP

Street Address: 60 State Street

City: Boston State: MA ZIP: 02109

6. Total number of applications and registration involved:
14

7. Total fee (37 CFR 3.41).....\$390.00

Enclosed

Authorized to be charged to deposit account
Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account.

8. Deposit account number:

08-0219

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

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.

Michael Bevilacqua, Esquire
Name of Person Signing

November 13, 2000
Date

Total number of pages including cover sheet, attachments, and document: 15

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

100.415.493

TRADEMARK
REEL: 002190 FRAME: 0241

SCHEDULE C

U.S. Patents

Applications

<u>Serial No.</u>	<u>Title</u>
* 09/350,257	Universal Bus Architecture for Message Processing and Roaming
60/140184 (00/16687)	Method and Apparatus for Accepting and Conveying a Message from a Telephone to a Radio Paging System
* 08/774,409	Method and Apparatus for Reverse Paging

Issued Patents

NONE

Unfiled Inventions

RBR Production Documentation (Mechanical drawings including Printed Circuit Board Artwork, Drawing of Custom Sheet Metal and Plastic parts, Assembly Drawings, Bill of Material and Test documentation)

* = Record Owner: Paging Network, Inc. d/b/a Pagenet

12755537.1 110900 1808C 42002508

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is entered into as of the 9th day of November 2000 between Paging Network, Inc., a Delaware corporation (the "Lender"), and Vast Solutions, Inc., a Delaware corporation (the "Grantor").

RECITALS

A. This Agreement is being executed contemporaneously with that certain Loan Agreement between Lender and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement") and that certain Security Agreement between Lender and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Security Agreement"). Under the terms of the Loan Agreement, Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in, among other things, certain copyrights, trademarks and patents to secure the Obligations of Grantor under the Loan Agreement. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement or, if not defined therein, the Security Agreement.

B. Grantor has adopted, used and is using (or has filed applications for the registration of) (i) the copyrights and copy rights listed on Schedule A hereto (the "Copyrights"), (ii) the trademarks, service marks, and trade names listed on Schedule B hereto (the "Trademarks"), and (iii) the (x) United States Letters Patent and the inventions described and claimed therein, and (y) the applications for Letters Patent and the inventions described and claimed therein, as set forth on Schedule C (collectively, the "Patents").

C. Under the terms of the Security Agreement, Lender is acquiring a lien on, security interest in, and license to use all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under Debtor's Intellectual Property, including the Copyrights, Trademarks, and Patents. Lender desires to have its security interest in such Copyrights, Trademarks, and Patents confirmed by a document identifying such collateral in such a form that it may be recorded in the United States Patent and Trademark Office or any other applicable office.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, as collateral security for the Obligations of Debtor under the Loan Agreement and Security Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

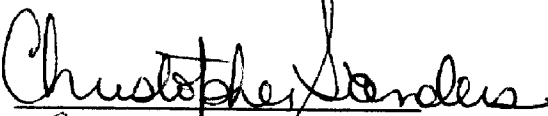
To secure the prompt and complete payment and performance when due of all its Obligations under the Loan Agreement and Security Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation the Copyrights, Patents and Trademarks), together with all goodwill of the business symbolized by the Trademarks, the right to sue for

past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof, and all proceeds of each of the foregoing (including, without limitation, all license royalties and proceeds of infringement suits).

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement and Security Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and Security Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided herein or in the Security Agreement or Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein. The exercise by Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

VAST SOLUTIONS, INC

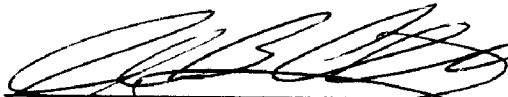
By: 

Name: CHRISTOPHER SANDERS

Title: PRESIDENT + COO

Address: 14131 Midway Road, Suite 500
ADDISON, TX 75001

PAGING NETWORK, INC.

By: 

Name:

Title:

Address:

SCHEDULE A

Copyrights

Registered Copyrights

<u>Reg. No.</u>	<u>Title</u>
TXu726062	Silverlake 16bit and 32bit alphanumeric software development kit.
TXu714321	Dakota; Canyon; Catalina
TXu713995	Wireless Messaging Wizard

Unfiled Copyrights - including source code/software

User and Training Manuals for Crown Castle, US Filter, @ware, New York Life, MarketTrax, AirSource, iMonitor

MyClips

CyberTib OTA Programming
CyberTib Virtual Pager
CyberTib Grouping
CyberTIB Roaming Service
CyberTib Update Services
CyberTIB User Login
Content Web Pages
Database Adapter
dbpoller.sh
dbadapter.sh
IMB
Cong Process
Oracle Database
FIS Server
Wmapi Gateway
Replicator Router
Feed Handler
Content Provider Engine

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Interactive Paging Service

bsgw.sh
dbadapter_ems.sh
activedbagent
dbadapter_member.sh
dqcdрте
PageNet Web Pages
ReSeller Web Pages
emspa
CDRTE

Generic PageNet

CIS Provisioning Process
Off Net Provisioning Process

Viaduct Infrastructure

TMB
dbadapter_tmb.sh
Oracle Database
SMTP Gateway
TNPP Gateway
SNPP Gateway
SkyTel Gateway
HTTP Gateway
WCTP Gateway
Wmapi Gateway
TAP Gateway
TCPIP Gateway
CDRDB
PMI
CAMS
Provisioning Web Page

Market-Trax

StockApp.exe
PageWriter Client
RIM 950 Client
CAMS Extension
SIS
Web Pages

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Topaz Client
dbadapter_stock.sh

Volley Information Services

PageWriter Client
RIM 950 Client
CAMS Extensions

Volley Field Service

PageWriter Client
Siebel Extension

Volley Remote Systems Management

PageWriter Client
CA Wireless Extension

Volley Sales Force Automation

PageWriter Client
Siebel Extension

WCTP Java SDK

SCTP C++ SDK

Critical Path Web Mail

FMS Extension
Web Pages
WinNT COM Object

TMS

Scheduler
Message Processor
Web Pages
dbadapter_telemetry.sh

TXU Maximo Extension

PRN Client

PRN Server

@ware

Palm Mail Client
Relevant Inquire
J2EE Extension
J2EE Extension
FMS Extension
Web Pages

Visteon

J2EE Extension
J2EE Extension (EJB)
J2EE Extension (EJB)
J2EE Extension (EJB)
J2EE Extension (EJB)
Visteon Client
Web Pages
FMS Extension

BellSouth Round Trip Monitor

RIM 950 Client
Application

New York Life

Palm VII Client
PageWriter Client
WinCE Client
CAMS Extension
Web Pages

US Filter

TMS Extension
Web Pages
RBR Client

WinNT COM Object

Generic COM Object

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Crown

RBR Client
PingTool

Paging Terminal Query

PTQuery

MyWay

Feed Handler
SMTP Pulse
RV Recorder
Tim Mail
TestPoll
TMB Monitor

RBR2000

RBR2010

VastTrack

Carey International client application

Log Explorer
Silverlake Website Knowledgebase

Volley FS

Volley SF

Volley IS

New York Life

Port of the Wireless Network
Management for CA Unicenter TNG on
the Motorola PageWriter to the RIM 950 device

AIRSOURCE Pro 2000

AIRSOURCE Email Forwarding

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AIRSOURCE iMonitor Pro

AIRSOURCE Pro (16-bit)

AIRSOURCE Monitor (16-bit)

AIRSOURCE Pro for Networks (16-bit)

AIRSOURCE Lite (16-bit)

MessageFlash 2.0

File Scan Type 01 Plug-in for AIRSOURCE

File Scan Type 02 Plug-in for AIRSOURCE

File Scan Type 03 Plug-in for AIRSOURCE

Email Gateway Plug-in for AIRSOURCE

Pinger Plug-in for AIRSOURCE

Delivery Pro (Page Writer 2000)

Stock quote application

Volley SF (Page Writer 2000) Phase One

Volley FS (Page Writer 2000) Phase One

eMinder (Page Writer 2000)

Address Book Export Wizard

Address Book Import Wizard

AIRSOURCE Conversion Wizard

AIRSOURCE Web Conversion Wizard

Multi DEX Viewer

AIRSOURCE Monitor Proxy 4

Hydra Visual Basic Sample Applications

File Type 02 WAN Agent & File Type 02

WAN Agent (NT Service)

Terminal Entry

AIRSOURCE Web

AIRSOURCE Queue Manager

Hydra SDK

iFilm Application (PageWriter)

CBOT client application for the PageWriter (now MarketTrax)

CBOT client application for the RIM (now MarketTrax)

MTNI Java client application

MTNI server application

Wireless Extension (PageWriter)

Missing Children for the Palm

Autobytel client application (PageWriter)

Autobytel server application

MarketTrax

Remedy DEMO App for PW

Yahoo! DEMO App for PW

Desert INN Wireless Concierge App for PW

Golf App for Women Pro AM for PW

BizWorks (for interBiz on PW)

PageNet/AWIG Splash Screen for PW

Telemetry APP for PW to be used with Vending Machines

Zing Messenger Server

CDO COM component

Telemetry service

Stock service for NY Life

Demo CD splash screen

WCTP SDK Update

Carey Limo -- Server software to interface with the customers existing systems and the WCTP gateway

Unicenter Wireless Application for the RIM pager

Crown Castle server software

Admin utility for Unicenter Wireless Messaging Application

New York Life; Pagewriter beta application

New York Life, Windows CE beta application

Demo Pagewriter stock lookup application

SCHEDULE B

Trademarks

U.S. Applications

<u>Serial No.</u>	<u>Mark</u>
76-095,891	@WARE
75-844,940	GET IT TO GO
75-822,344	VAST ONLINE
75-822,223	VAST WIRELESS SOLUTIONS
75-822,219	VAST SOLUTIONS
75-822,218	VAST GATEWAY
*75-495,379	MARKETTRAX
*75-794,310	VOLLEY
75-844,942	MYCLIPS (and Design) - Inactive
75-844,939	VAST SOLUTIONS (and Design) - Inactive
75-702,505	MYCLIPS - Inactive
*75-738,348	JACKPOT - Inactive
*75-738,347	DELIVERYMATE - Inactive
75-844,941	REAL TIME INFORMATION

U.S. Registrations

<u>Reg. No.</u>	<u>Mark</u>
2,027,187	AIRSOURCE

Unfiled Trademarks

VIADUCT

UNISOURCE

TELEPATH

IMONITOR

RBR

VASTTRACK

Domain Names

GET-IT-TO-GO.com

INFOCLIPS.com

INFOCLIPS.net

MYCLIPS.COM

MYCLIPS.NET

VASTGATEWAY.COM

VASTGATEWAY.NET

VASTONLINE.NET

VASTWIRELESS.COM

VASTWIRELESS.NET

* = Record Owner: Paging Network, Inc. d/b/a Pagenet

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