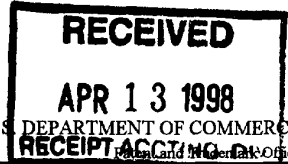


06-09-1998



100730198



FORM PTG-, 594 (Rev 5-93)

BT

U.S. DEPARTMENT OF COMMERCE RECEIPT ACCOUNTING OFFICE

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

MCS 4-13-98

1. Name of conveying party(ies):
GLOBAL MOBILITY SYSTEMS, INC.

Individual(s) citizenship:

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

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

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: **February 2, 1998**

2. Name and address of receiving party(ies):
 Name: **Imperial Bank**
 Address: **226 Airport Boulevard**
 City: **San Jose** State: **CA** Zip: **95110-1024**

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

ASSIGNMENT
98 JUN 18 10 10 AM '98
RECEIVED

4. Application number(s) or trademark number(s):
 A. Trademark Application No.(s)
75/173,014
75/308,426
75/173,013

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
 N/A

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **Erin O'Brien**
 Internal Address: **GRAY CARY WARE & FREIDENRICH**
 400 Hamilton Avenue
 Palo Alto, California 94301

06/08/1998 DC0ATES 00000136 071907 75173014
01 FC:481 40.00 CH
02 FC:482 50.00 CH

6 Total number of applications and registrations involved: **3**

7. Total fee (37 CFR 3.41) \$ 90.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 07-1907
 (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.

Erin O'Brien
Name of Person Signing

Erin O'Brien
Signature

April 13, 1998
Date

Total number of pages comprising cover sheet: [6]

Mail Documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, DC 20231

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 2, 1998 by and between Imperial Bank ("Bank") and Global Mobility Systems, Inc. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain other financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under certain property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), 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 (the "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the 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 and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security 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 Bank, 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.

GRANTOR:

Address of Grantor:

GLOBAL MOBILITY SYSTEMS, INC.

11201 SE 8th Street, Suite 110
Bellevue, WA 98004

By: 

Attn: William E. Gossman

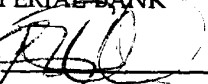
Title: VP, Operations

BANK:

Address of Bank:

IMPERIAL BANK

226 Airport Parkway
San Jose, CA 95110-1024
Attn: Corporate Banking Center

By: 

Title: Senior Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Mobility Extended Telephone Application Programming Interface and Method of Use	08/852,951	05/08/97
Mobility Extended Telephone Application Programming Interface and Method of Use	08/720,089	09/27/96
Continuation In Part of Patent Application 08/720,089	N/A	05/08/97
System and Method for Controlling Financial Transactions over a Wireless Network	08/997,489	12/23/97
System and Method for Controlling Personal Information and Information Delivery to and from a Telecommunications Device	08/996,524	12/23/97

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Global Mobility Systems	75/173,014	09/27/96
Global Pcs	75/308,426	06/13/97
GMS	75/173,013	09/27/96
Mobility Operating Environment	not yet received	02/09/98
MOE	not yet received	02/09/98

Gray Cary Ware ▲ Freidenrich LLP

400 Hamilton Avenue, Palo Alto, CA 94301-1825

Phone 650-328-6561 Fax 650-327-3699 www.gcwf.com

Writer's Direct Dial: 650-833-2077

Internet: eobrien@gcwf.com

Our File No:
1090371-904200

April 13, 1998

VIA FEDERAL EXPRESS

U.S. Patent and Trademark Office
Office of Public Records
Attn: Customer Services Counter
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

Re: Grantor: Global Mobility Systems, Inc.
Secured Party: Imperial Bank

Dear Sir or Ms:

Enclosed please find the following documents:

- 1) Recordation Form Cover Sheet for Trademarks only;
- 2) Intellectual Property Security Agreement between Global Mobility Systems, Inc. as Grantor, and Imperial Bank, as Secured Party; and
- 3) A self-addressed postage paid postcard for your use to indicate receipt of the enclosed documents.

Please record these documents and debit this firm's Deposit Account No. 07-1907 for the required recordation fees. Once the security interest has been recorded, please return the original Notice of Recordation to me at the above-listed address.

Sincerely,

GRAY CARY WARE & FREIDENRICH LLP

By: *Erin O'Brien*
Erin O'Brien, Paralegal

Enclosures

cc: Ms. Etta Tucker (w/enclosures)

SILICON VALLEY
PAV761434.1

SAN DIEGO

SAN FRANCISCO

AUSTIN

LA JOLLA

IMPERIAL VALLEY

MEXICO

RECORDED: 04/13/1998

TRADEMARK
REEL: 1737 FRAME: 0725