MNd 9-14-98

09-14-1998

FORM PTO-1594 RECO
(Rev. 6-93)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

100826031

To the Honorable Commissioner of Patents and Tr . documents or copy thereof.

1. Name of conveying party(ies):

Whistle Communications Corporation
110 Marsh Drive
Foster City, CA 94404

☐ Individual(s) ☐ Association

☐ General Partnership ☐ Limited Partnership
☒ Corporation-State CA
☐ Other

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

2. Name and address of receiving party(ies):

Name: Silicon Valley Bank

Internal Address:

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA ZIP 95054

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designation 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: August 31, 1998

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

A. Trademark Application No.(s)

See Exhibit "C" attached hereto.

B. Trademark Registration No.(s)

See Exhibit "C" attached hereto.

Additional numbers attached? ☒ Yes No

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

Name: Cooley Godward LLP

Internal Address: Attn: April M. Piercey

Street Address: 5 Palo Alto Square

City: Palo Alto State: CA ZIP 94306

6. Total number of applications and registration involved: 11

7. Total fee (37 CFR 3.41): $290.00

☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: 03-3115

(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.

April M. Piercey

September 11, 1998
Date

Total number of pages including cover sheet, attachments, and document: 8

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

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01 FC:481 40.00 OP
02 FC:482 250.00 OP

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EXHIBIT C

TRADEMARKS

Description	Registration/Application Number	Registration/ Application Date
1-888-4WHISTLE	75/417514 - Pending	01/13/98
ACCESSIET	75/432097 - Pending	02/10/98
COMMERCEIET	75/431948 – Pending	02/10/98
INTERJET	75/125568 – Pending	06/26/96
IT'S EVERYTHING BUT THE PAIN	75/438569 - Pending	02/23/98
SIMPLE FORM OF COMMUNICATION	75/438509 - Pending	02/23/98
WHISTLE	75/075105 – Pending	03/19/96
WHISTLE COMMANDER	75/282282 – Registered Date of First Use: 01/15/97 Affidavit of Use Due: 04/28/03 End Sec. 8 due : 04/28/04	04/28/97
WHISTLE COMMUNICATIONS	75/132744 – Pending	03/19/96
WHISTLE DESIGN	75/132744– Registered Date of First Use: 12/01/96 Affidavit of Use Due: 06/23/03 End Sec. 8 due : 06/23/04	07/11/96
WHISTLEWARE	75/132059 – Pending	09/06/96

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 31, 1998 by and between **SILICON VALLEY BANK** ("***Bank***") and **WHISTLE COMMUNICATIONS CORPORATION** ("***Grantor***").

A. Bank has agreed to make certain advances of money and to extend certain 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, Patents, and Mask Works 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, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and 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 its Intellectual Property Collateral listed on Schedules A, B, and C hereto, as may be amended, modified or supplemented from time to time, 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.

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.

TRADEMARK
REEL: 1785 FRAME: 0806

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.

Address of Grantor:

110 Marsh Drive
Foster City, California 94404

GRANTOR:

WHISTLE COMMUNICATIONS CORPORATION,
a California corporation

By: Bob Finley

Name: BOB FINLEY

Title: CONTROLLER

Address of Bank:

3003 Tasman Drive
Santa Clara, California 95054-1191
Attn: Mezzanine Finance, NC475

BANK:

SILICON VALLEY BANK

By: Laurita J Hernandez

Name: Laurita J. Hernandez

Title: Vice President

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EXHIBIT A

COPYRIGHTS

Description	Registration/Application Number	Registration/Application Date

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EXHIBIT B

PATENTS

Description	**Registration/Application Number**	**Registration/Application Date**
Automatic Setup of Service for Computer System Users	Application No.: 08/762,736 Pending	04/15/97

EXHIBIT C

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IT'S EVERYTHING BUT THE PAIN	75/438569 - Pending	02/23/98
SIMPLE FORM OF COMMUNICATION	75/438509 - Pending	02/23/98
WHISTLE	75/075105 – Pending	03/19/96
WHISTLE COMMANDER	75/282282 – Registered Date of First Use: 01/15/97 Affidavit of Use Due: 04/28/03 End Sec. 8 due : 04/28/04	04/28/97
WHISTLE COMMUNICATIONS	75/132744 – Pending	03/19/96
WHISTLE DESIGN	75/132744– Registered Date of First Use: 12/01/96 Affidavit of Use Due: 06/23/03 End Sec. 8 due : 06/23/04	07/11/96
WHISTLEWARE	75/132059 – Pending	09/06/96

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WHISTLEWARE	75/132059 – Pending	09/06/96

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