

RECORDATION FORM COVER SHEET ONLY

Tab settings 000

To the Honorable Commission



100938182

Record the attached original documents or copy thereof.

MD 01-28-99

1. Name of conveying party(ies)

XY POINT CORP

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

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

3. Nature of conveyance:

- Assignment, Security Agreement, Other, Merger, Change of Name

Execution Date: 11/23/98

2. Name and address of receiving party(ies)

Name: SILICON VALLEY BANK

Internal Address: MAIL SORT HG150

Street Address: 3001 TASMAN DRIVE

City: SANTA CLARA State: CA ZIP: 95054

- 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

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

A. Trademark Application No.(s)

PLEASE SEE EXHIBIT "E"

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: SILICON VALLEY BANK

Internal Address: MAIL SORT HG150

Street Address: 3001 TASMAN DRIVE

City: SANTA CLARA State: CA ZIP: 95054

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$1500

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(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.

Margaret M. Taji Name of Person Signing

Margaret M. Taji Signature

11/23/98 Date

Total number of pages including cover sheet, attachments, and document: 12

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XYPOINT CORPORATION
Intellectual Property Status Report
December 14, 1998

I. ALLOWED U.S. PATENT APPLICATION

Our Ref. No.	Serial No.	Title	Inventors	Filing Date	Foreign Filing	Status
XYPOINT.009A	08/399,725	PERSONAL COMMUNICATION SYSTEM AND METHOD OF USE	Clise et al.	03/07/95	See IV. below	Issued 8/18/98.

II. PENDING U.S. PATENT APPLICATION

Our Ref. No.	Serial No.	Title	Inventors	Filing Date	Foreign Filing	Status
XYPOINT.008A	09/783,478	DATA REQUEST ROUTER FOR USE WITH E-9-1-1	Clise et al.	1/14/97	No	Response to 1st Office action filed.

III. U.S. PATENT APPLICATION TO BE FILED

Our Ref. No.	Serial No.	Title	Inventors	Filing Date	Foreign Filing	Status
XYPOINT.009C1	09/088,749	PERSONAL COMMUNICATION SYSTEM AND METHOD OF USE	Clise et al.	6/2/98	No	Continuation Application filed; IDS filed; declarations under 37 CFR 1.131 filed.

EXHIBIT "E"

XYPOINT CORPORATION
Intellectual Property Status Report
December 14, 1998

IV. FOREIGN (PCT) APPLICATION - ABANDONED

Our Ref. No.	Serial No.	Title	Inventors	Filing Date	Status
XYPOINT.009VPC	PCTUS96/03147	PERSONAL COMMUNICATION SYSTEM AND METHOD OF USE	Chise et al.	03/06/96	Case transferred from Seed & Berry; Case abandoned per client instructions on 09/02/97

V. PENDING DOMESTIC TRADEMARK APPLICATIONS

Our Ref. No.	Serial No.	Mark	Remarks	Filing Date	Status
XYPOINT.016T	75/429,252	XYPOINT	ITU application for goods and services (previous applications Ser. Nos. 75/065,921 and 75/065,925 filed 03/01/96 for the same mark went abandoned on or about 12/03/97).	02/05/98	Office Action Rec'd and sent to client. Awaiting client instructions.

VI. REGISTERED DOMESTIC TRADEMARK APPLICATIONS

Our Ref. No.	Serial No.	Mark	Remarks	Filing Date	Status
XYPOINT.017T	75/127,138	XYBOX	ITU application for goods (application Ser. No. 75/127,139 filed 06/28/96).	06/28/96	Registered on 8/4/98.

XYPOINT CORPORATION
Intellectual Property Status Report
December 14, 1998

VII. PENDING FOREIGN TRADEMARK APPLICATIONS

Our Ref. No.	Serial No.	Mark	Remarks	Filing Date	Status
XYPOINT.016WCA	885,878	XYPOINT	Application filed 07/30/98; awaiting first report from Trademark Examiner	07/30/98	Pending - Newly Filed
XYPOINT.016WES	2,079,491	XYPOINT	Trademark Examiner's first report issued; Foreign Associate responded to first report as of 09/21/98	07/30/98	Pending - Newly Filed

VIII. INVENTION DISCLOSURES

Our Ref. No.	Serial No.	Title	Inventors	Filing Date	Foreign Filing	Status
XYPOINT.001A	N/A	HOLSTER FOR TWO WAY PAGER	N/A	N/A	N/A	Search performed; Search report letter sent to client on 06/04/97; updated search performed 9/8/98; results sent to client 9/9/98. Put on hold per instructions of client.
XYPOINT.002A	N/A	LOCATION ID TRANSMITTER AND COMPANION MOBILE RECEIVER	N/A	N/A	N/A	Search performed; Search report letter sent to client on 06/24/97; Put on hold per instructions of client.

XYPOINT CORPORATION
Intellectual Property Status Report
December 14, 1998

Our Ref. No.	Serial No.	Title	Inventors	Filing Date	Foreign Filing	Status
XYPOINT.003A	N/A	EMERGENCY VOICE RESPONSE UNIT	N/A	N/A	N/A	Seed & Berry prepared search report letter on 9/13/96; Waiting for client instructions.
XYPOINT.004A	N/A	USING EXISTING EMERGENCY 911 SYSTEM ARCHITECTURE FOR WIRELESS EMERGENCY CALLS	N/A	N/A	N/A	Put on hold per 3/17/97 meeting.
XYPOINT.005A	N/A	AUTOMATIC NAVIGATION INSTRUCTIONS	N/A	N/A	N/A	Put on hold per 3/17/97 meeting.
XYPOINT.006A	N/A	USING DISTANCE CALCULATED FROM A CURRENTLY ACQUIRED X, Y LOCATION	N/A	N/A	N/A	Search performed; Search report letter sent to client on 07/13/97; Waiting for client instructions.
XYPOINT.007A	N/A	ANCILLARY SYSTEM FOR PROVIDING LOCATION	N/A	N/A	N/A	Put on hold per 3/17/97 meeting.
XYPOINT.012A	N/A	PHONE NUMBER BASED NAVIGATION SYSTEM	William E. Clise Kenneth A. Arneson	N/A	N/A	Patentability search authorized 9/3/98. Results sent to client. Put on hold per instructions of client.

XYPPOINT CORPORATION
Intellectual Property Status Report
December 14, 1998

Our Ref. No.	Serial No.	Title	Inventors	Filing Date	Foreign Filing	Status
XYPPOINT.013A	N/A	PREVIOUS LINE FOR (PLX)	Gordon John Hines	N/A	N/A	Scheduled to be integrated into consumer and free product lines; implemented and used within XYPPOINT. Waiting for client instructions.
XYPPOINT.014A	N/A	MOBILE DEVICE PROCESSING OF WAYPOINTS	David Leonard Michael Crowson	N/A	N/A	First essential application scheduled for 7/97; Waiting for client instructions.

XYPPOINT:STATUS
12198

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 23, 1998 by and between SILICON VALLEY BANK ("Bank") and XYPOINT CORPORATION ("Grantor").

RECITALS

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 November 23, 1998 (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

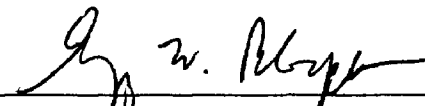
To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D 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.

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:

XYPOINT CORPORATION

By: 

Title: VP+CFD

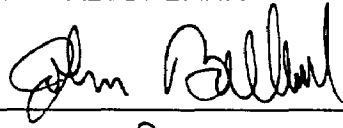
Address of Grantor:

2825 Eastlake Avenue East, Suite 250
Seattle, WA 98102

Attn: _____

BANK:

SILICON VALLEY BANK

By: 

Title: AVP

Address of Bank:

915 118th Ave. S.E., Ste. 250
Bellevue, WA 98005

Attn: _____

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

See Attached.

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date