

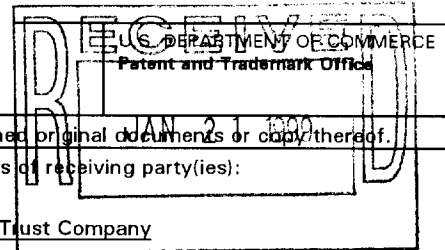
01-25-1999



Form PTO-1594
1-31-92

1-21-99

100949879



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

1. Name of conveying party(ies):
 Mobile Technology Inc.

Individuals Association
 General Partnership - Limited Partnership
 Corporation-State: Delaware
 Other _____

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

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

Name: Bankers Trust Company
 Internal Address: _____
 Street Address: One Bankers Trust Plaza, 130 Liberty Street
 City: New York State: New York ZIP: 10006

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation- New York
 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: March 12, 1998

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

A. Trademark Application No.(s)

Additional numbers attached? Yes No

Trademark Registration No.(s)\

1,955,068

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

Name: Kimberly Miller
 Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
 City: New York State: NY ZIP: 10036

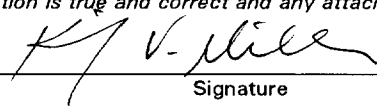
6. Total number of applications and registration involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
 (23-1705 in case of deficiency)
 (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.

Kimberly V. Miller  1/19/99
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

01/22/1999 T0011 80000044 1955068
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**ASSIGNMENT OF SECURITY INTEREST
IN CERTAIN PATENTS AND TRADEMARKS**

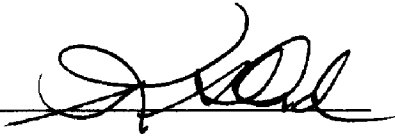
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Mobile Technology Inc., a Delaware corporation ("the Assignor") with principal offices at 9841 Airport Blvd., 12th Floor, Los Angeles, California 90045, hereby assigns and grants to Bankers Trust Company, as Collateral Agent (the "Assignee") with principal offices at 130 Liberty Street, New York, New York 10006, a security interest in (i) all of the Assignor's right, title and interest in and to the trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto; (ii) all of the Assignor's right, title and interest in and to the patents and patent applications (the "Patents") set forth on Schedule B attached, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and, (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT, effective as of March 12, 1998, is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement, among Assignor, the other assignors from time to time party thereto and the Assignee, dated as of December 18, 1997 (as amended, modified and supplemented from time to time, the "Security Agreement").

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement
as of the 12th day of March, 1998.

MOBILE TECHNOLOGY INC.
Assignor,

By 
Title: _____

BANKERS TRUST COMPANY, as
Collateral Agent, as Assignee

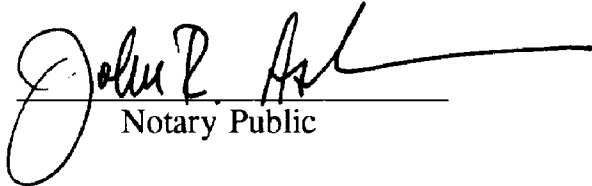
By _____
Title: _____

0000HVXX.W51

TRADEMARK
REEL: 1843 FRAME: 0003

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 12th day of March, 198, before me personally came Kenneth Ord who, being by me duly sworn, did state as follows: that he is SVP, CFO, SEC. of Mobile Technology Inc., that he is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.


Notary Public

JOHN R. ASHMEAD
Notary Public, State of New York
No. 02AS5041083
Qualified in Kings County
Commission Expires March 27, 19 99

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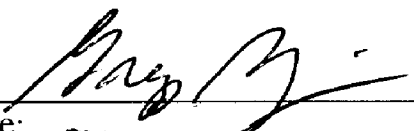
TRADEMARK
REEL: 1843 FRAME: 0004

IN WITNESS WHEREOF, the undersigned have executed this Agreement
as of the 12th day of March, 1998.

MOBILE TECHNOLOGY INC.
Assignor,

By _____
Title:

BANKERS TRUST COMPANY, as
Collateral Agent, as Assignee

By 
Title: **GREGORY P. SHEERIN**
VICE PRESIDENT

0000HVVX.W51

TRADEMARK
REEL: 1843 FRAME: 0005

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 12th day of March, 1998, before me personally came Gregory Shefrin who, being by me duly sworn, did state as follows: that he is Vice President of BANKERS TRUST COMPANY, that he is authorized to execute the foregoing Assignment on behalf of said company and that he did so by authority of said company.



Notary Public
RANDALL H. LEE
Notary Public, State of New York
No. 01LE6002106
Qualified in New York County
Commission Expires Feb. 2, 2000

SCHEDULE A

MARK

REG. NO.

REG. DATE

MTI	1,955,068	02/6/96
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Patents and Patent Applications
Owned By Mobile Technology Inc.

Patent

Patent No.

Issue Date

None

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