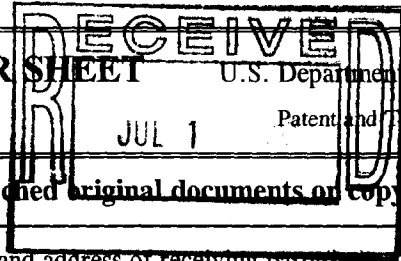


MED
7.1.99



Form PTO-1594

R

07-07-1999

ER SHEET

U.S. Department of Commerce

6-93



Patent and Trademark Office

To the Commissioner of Patents

101084472

attached original documents or copy thereof.

1. Name of conveying party(ies):

Metricom, Inc.

- Individual(s)
- General Partnership
- Limited Partnership
- Other: _____
- Corporation-DE
- Association

Additional name(s) of conveying party(ies) attached?

Yes No

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

Vulcan Ventures Inc.

Street Address:

110 110th Avenue Northeast, Ste. 550

City / State:

Bellevue, WA 98004

- Individual(s)
- General Partnership
- Limited Partnership
- Other: _____
- Corporation-WA
- Association

If Assignee is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be separate document from Assignment.)

Additional name(s) of conveying party(ies) attached?

Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Other: Trademark Security Interest Assignment
- Security Agreement
- Change of Name

Execution Date: June 30, 1999

4. Trademark Application Number(s) or Registration Number(s):

A. Trademark Application No.(s)

B. Registration No.(s)

See Exhibit "A"

Additional numbers attached?

Yes No

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

Name: **Ethan G. Stone, Esq.**
 Address: **Irell & Manella LLP**
1800 Avenue of the Stars
Suite 900
 City: **Los Angeles**
 State: **CA**
 Zip: **90067**

6. Total no. of applications and registrations involved: 15

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

- Enclosed
- Authorized to charge to deposit account

8. Deposit account number:

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.

Ethan G. Stone

Name of person signing

Signature

July 2, 1999

Date

Total number pages including cover sheet, attachments, and documents: 6

07/06/1999 00000358 2162273

01 FC:481 40.00 DP
02 FC:482 350.00 DP

"A"

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration Number</u>	<u>Issue Date</u>
MCDN	2,162,273	June 2, 1998
METRICOM	2,210,004	December 15, 1998
METRICOM	2,089,160	August 19, 1997
METRICOM	1,613,592	September 18, 1990
METRICOM & DESIGN	1,604,403	July 3, 1990
DESIGN ONLY	1,601,949	June 19, 1990
METRIMODEM	1,617,461	October 16, 1990
METRIQUERY	1,576,143	January 9, 1990
RICOCHET	1,987,468	July 16, 1996
RICOCHET	1,987,467	July 16, 1996
RICOCHET & DESIGN	2,040,403	February 25, 1997
RICOCHET & DESIGN	2,040,433	February 25, 1997
RPLC	1,595,103	May 8, 1990
UTILINET	1,849,034	August 9, 1994
WANGATE	1,856,197	September 27, 1994

MORTGAGE AND ASSIGNMENT OF TRADEMARKS

KNOW ALL MEN BY THESE PRESENTS that for good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, METRICOM, INC., a Delaware corporation ("Grantor"), does hereby mortgage, assign, grant, convey and transfer for security to VULCAN VENTURES INC. (the "Grantee") and its successors and assigns, throughout the world in perpetuity, all of the following: (a) all of Grantor's right title, and interest in and to all of Grantor's trademarks, trade names, trade styles, and service marks; all prints and labels on which said trademarks, trade names, trade styles, and service marks appear, have appeared, or will appear, and all designs and general intangibles of a like nature; all registrations and recordings relating to the foregoing in the United States Patent and Trademark Office ("USPTO") or in any similar office or agency of the United States, any State thereof, or any political subdivision thereof, or in any other countries, and all reissues, extensions, and renewals thereof (collectively, the "Trademarks"), including those trademarks, terms, designs and registrations described in Schedule 1 hereto; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (c) any and all proceeds of any of the foregoing, including any claims by Grantor against third parties for past, present and future infringement of the Trademarks or any licenses with respect thereto; provided, however, that any Prospective Trademark Rights shall be excluded from the "Collateral" for purposes hereof (and shall not be subject to the provisions of this Assignment), until and unless added hereto as contemplated by Section 4(e) hereof. As used in the preceding sentence, "Prospective Trademark Rights" means any applications for registration, intent-to-use registrations, and other prospective rights in future Trademarks of Grantor which do not presently constitute Trademarks.

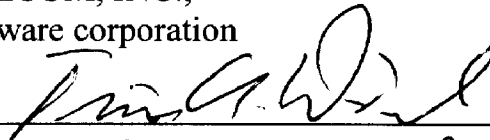
Grantor agrees that if any person, firm or corporation shall do or perform any acts which the Grantee believes to constitute an infringement of any of the Trademarks or violate or infringe any right of Grantor or the Grantee therein or if any person, firm or corporation shall do or perform any acts which the Grantee believes to constitute an unauthorized or unlawful use thereof, then and in any such event, the Grantee may and shall have the right upon occurrence or continuance of an Event of Default under the Loan Agreement, as defined below (without any obligation whatsoever to exercise same) to take such steps and institute such suits or proceedings as the Grantee may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. The Grantee may take such steps or institute such suits or proceedings in its own name or in the name of Grantor or in the names of the parties jointly.

Upon occurrence or continuance of an Event of Default under the Loan Agreement, as defined below, and without any further action by Grantor, Grantor hereby irrevocably constitutes and appoints Grantee its lawful attorney-in-fact to do all acts and things permitted or contemplated by the terms hereof, without limiting the generality of the foregoing, the aforesaid conveyance and assignment includes all prior choses-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

Grantor and Grantee have entered into that certain Amended and Restated Loan and Security Agreement dated as of June 30, 1999 (the "Loan Agreement"), as the same may hereinafter be amended, supplemented, renewed, extended or replaced relating to, among other things, the mortgage and assignment for security in and to the Trademarks, and this Mortgage and Assignment of Trademarks is expressly made subject to the terms and conditions contained in said Amended and Restated Loan and Security Agreement, as it may be amended, modified, supplemented, renewed or replaced.

Dated as of June 30, 1999

METRICOM, INC.,
a Delaware corporation

By: 

Name: Timothy A. Dreisbach

Title: CEO.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, a Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity as _____, and that by his/her signature on the instrument the person or entity upon behalf of which s/he acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

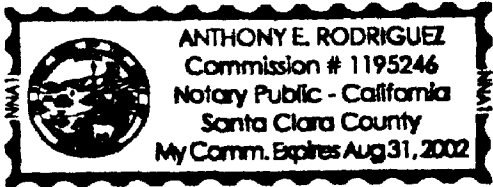
County of Santa Clara } ss.

On July 1, 1999, before me, Anthony E Rodriguez, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Timothy A. Dreisbach,
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

Anthony E. Rodriguez
Signature of Notary Public

WITNESS my hand and official seal.

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

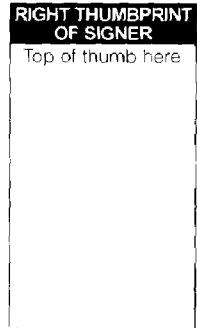
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Schedule 1

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration Number</u>	<u>Issue Date</u>
MCDN	2,162,273	June 2, 1998
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UTILINET	1,849,034	August 9, 1994
WANGATE	1,856,197	September 27, 1994

IRELL & MANELLA LLP

A REGISTERED LIMITED LIABILITY LAW PARTNERSHIP
INCLUDING PROFESSIONAL CORPORATIONS

333 SOUTH HOPE STREET, SUITE 3300
LOS ANGELES, CALIFORNIA 90071-3042
TELEPHONE (213) 620-1555
FACSIMILE (213) 229-0515

1800 AVENUE OF THE STARS, SUITE 900
LOS ANGELES, CALIFORNIA 90067-4276
TELEPHONE (310) 277-1010
FACSIMILE (310) 203-7199
WEBSITE: www.irell.com

840 NEWPORT CENTER DRIVE, SUITE 400
NEWPORT BEACH, CALIFORNIA 92660-6324
TELEPHONE (949) 760-0991
FACSIMILE (949) 760-5200

(310) 203-7931
mcohen@irell.com

July 2, 1999

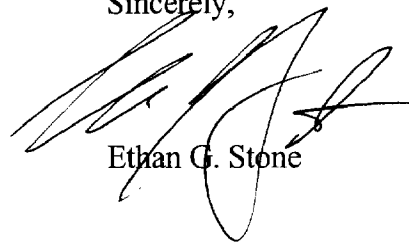
BOX ASSIGNMENT
Honorable Commissioner of
Patents and Trademarks
Washington, D.C. 20231

Re: Trademark Assignment between Metricom, Inc. and Vulcan Ventures Inc.

Dear Sir:

Please record the attached Trademark Assignment between Metricom, Inc. and Vulcan Ventures Inc. Enclosed is a Recordation Form Cover Sheet Trademarks Only together with the attached Exhibit "A" and our check in the amount of \$390.00 to cover the recordation fees. However, if there are any additional costs involved, the Commissioner is hereby authorized to charge any deficiency or credit any overpayment to our deposit account no. 09-0946, for which purpose a duplicate copy of this letter is attached.

Sincerely,



Ethan G. Stone

EGS:blb
Enclosures

EXPRESS MAIL MAILING LABEL NUMBER 084877395

DATE OF DEPOSIT 7/2/99

POSTAGE WILL BE PAID BY ADDRESSEE
FIRST CLASS PERMIT NO. 1000 LOS ANGELES CA 90001
NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES

TO THE COMMISSIONER OF PATENT AND TRADEMARKS
WASHINGTON, D.C. 20231

JOAN L. BERG
PRINTED NAME OF PERSON MAILING PAPER OR FEE

Joan L. Berg
SIGNATURE OF PERSON MAILING PAPER OR FEE

IRELL & MANELLA LLP

A REGISTERED LIMITED LIABILITY LAW PARTNERSHIP
INCLUDING PROFESSIONAL CORPORATIONS

333 SOUTH HOPE STREET, SUITE 3300
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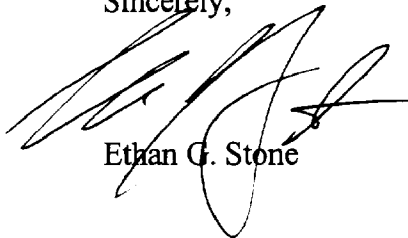
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Ethan G. Stone

EGS:blb
Enclosures

CERTIFICATE OF MAILING BY "EXPRESS MAIL"
"EXPRESS MAIL" MAILING LABEL NUMBER 084877395
DATE OF DEPOSIT 7/2/99
I HEREBY CERTIFY THAT THIS PAPER, IN FEE TO BEING
COMPLIED WITH THE UNITED STATES POSTAL SERVICE
EXPRESSIONS OFFICE TO BE MAILED UNDER
OF MAILING ON THE DATE INDICATED ABOVE AND TO BE DELIVERED
TO THE COMMISSIONER OF PATENT AND TRADEMARKS,
WASHINGTON, D.C. 20231
JOAN L. BERIG
(TYPED OR PRINTED NAME OF PERSON MAILING PAPER OR FEE)
Joan L. Berig
(SIGNATURE OF PERSON MAILING PAPER OR FEE)