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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

481-4000
483-7500
484-130-00
75/661937

Tab settings

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

1. Name of conveying party(ies):
Cellnet Data Systems, Inc.
125 Shoreway Road
San Carlos, California 94070

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

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

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

Internal Address:
Street Address: One Post Office Square
City: Boston State: MA ZIP: 02109

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Delaware Limited Liability Company

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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: November 9, 1999

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

A. Trademark Application No.(s)
75/661,937
75/459,327

B. Trademark Registration No.(s)
1,333,657
1,820,453

Additional numbers attached? Yes No

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

Name: James B. Lampert, Esq.

Internal Address: Hale and Dorr LLP

Street Address: 60 State Street

City: Boston State: MA ZIP: 02109

11/16/1999 TTON11 00000085 080219 1333657

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account
Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account.

8. Deposit account number: 115E
08-0219 120E

(Attach duplicate copy of this page if paying by deposit account)

01 FC:481 40.00 CH
02 FC:482 75.00 CH
03 FC:484 120.00 CH

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.

James B. Lampert
Name of Person Signing

Signature

November 10, 1999
Date

Total number of pages including cover sheet, attachments, and document: 22

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

TRADEMARK
REEL: 001958 FRAME: 0714

PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 9, 1999 is made by **CELLNET DATA SYSTEMS, INC.**, a Delaware corporation ("Debtor"), in favor of **PRICEWATERHOUSECOOPERS LLP**, a Delaware limited liability company (the "Collateral Agent") for the ratable benefit of itself and the Purchasers and Other Purchasers and their successors and assigns thereunder (the "Purchasers").

RECITALS

A. Debtor and the Purchasers have entered into those certain Note Purchase Agreements, dated as of the date hereof (as amended, restated, modified, renewed or extended from time to time, the "Purchase Agreements"), pursuant to which the Purchasers agreed to purchase the Debtors' Senior Secured Promissory Notes (the "Notes"), and Debtor has granted to Collateral Agent for the ratable benefit of the Purchasers a security interest in (among other things) all Patent Collateral, Trademark Collateral and General Intangibles of Debtor.

B. Pursuant to the Purchase Agreements and as one of the conditions precedent to the obligations of the Purchasers under the Purchase Agreements, Debtor has agreed to execute and deliver this Agreement to Collateral Agent for filing with the United States Patent and Trademark Office and with any other relevant recording systems in any domestic or foreign jurisdiction, and as further evidence of and to effectuate Collateral Agent's existing security interests in the Patent Collateral, Trademark Collateral and other General Intangibles described herein.

ASSIGNMENT

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, Debtor hereby agrees in favor of Collateral Agent as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Lien" means any pledge, security interest, assignment, charge or encumbrance, lien (statutory or other), or other preferential arrangement (including any agreement to give any security interest).

"Collateral" means the Patent Collateral and the Trademark Collateral.

"Permitted Disposition" means a disposition permitted by Section 10.6(b) of the Note Purchase Agreements.

“Proceeds” means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Patent Collateral and Trademark Collateral, including “proceeds” as defined at UCC Section 9306, all insurance proceeds and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of Debtor, from time to time in respect of any of the Patent Collateral and Trademark Collateral, (ii) any and all proceeds of any insurance, indemnify, warranty or guaranty payable to or for the account of Debtor from time to time with respect to any of the Patent Collateral and Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Patent Collateral and Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Patent Collateral and Trademark Collateral or for or on account of any damage or injury to or conversion of an Patent Collateral and Trademark Collateral by any Person.

“PTO” means the United States Patent and Trademark Office and any successor thereto.

“Secured Obligations” means all liabilities, Obligations, or undertakings owing by Debtor to Purchasers or the Collateral Agent of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Purchase Agreements, the other Purchase Documents, or this Agreement, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest (including interest that accrues after the filing of a case under the Bankruptcy Code) and any and all costs, fees (including attorneys fees), and expenses which Debtor is required to pay pursuant to any of the foregoing, by law, or otherwise.

“Patent Collateral” has the meaning set forth in Section 2.

“Patents” has the meaning set forth in Section 2.

“Trademark Collateral” has the meaning set forth in Section 2.

“Trademarks” has the meaning set forth in Section 2.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of New York.

“United States” and “U.S.” each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings ascribed to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words "hereof," "herein," "hereto," "hereunder" and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation."

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreements.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement and the Purchase Agreements, it is the intention of the parties hereto that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Purchase Agreements shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Debtor and supplemental rights and remedies in favor of Collateral Agent (whether under New York law or applicable federal law or otherwise), in

each case in respect of the Patent Collateral and Trademark Collateral, shall not be deemed a conflict with the Purchase Agreements.

2. Security Interest.

(a) Assignment and Grant of Security. As security for the payment and performance of the Secured Obligations, Debtor hereby grants, assigns, transfers and conveys to Collateral Agent a continuing security interest in all of Debtor's right, title and interest in, to and under the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered:

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, corporate name, company names, business names, fictitious business names, trade secrets, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by Debtor, and all registration and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States or any other country or any political subdivision thereof, and all extension or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation or any trademark law or regulation of any foreign country and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of Debtor or in the name of Collateral Agent for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Debtor's business symbolized by the Trademarks or associated therewith (all of the foregoing property referred to in the immediately preceding Sections 2(a)(i) through (iii) and Section 2(a) (vii) shall be referred to hereafter collectively as the "Trademark Collateral");

(iv) all patents, designs, inventions and general intangibles, all right, title and interest therein and thereto and all applications, registrations and recordings thereof, including without limitation, applications, registrations and recordings in the PTO or in any similar office or agency of the United States or any state thereof, including but not limited to, those described on Schedule B hereto (collectively the "Patents");

(v) all reissues, renewals, divisions, continuations, extensions, and continuations in-part thereof and all rights to damages or profits due or accrued, arising out of past, present, or future infringement of any Patents, together with the right to sue for or recover the same in the name of the Collateral Agent;

(vi) all rights of Debtor as licensor of any of the property described in Sections 2(a) (iv) and (v) under any present or future agreement (all of the foregoing property referred to in the immediately preceding Sections 2(a)(iv) through (vi) and Section 2(a)(vii) shall be referred to hereafter collectively as the "Patent Collateral");

(vii) all products and Proceeds of any and all of the foregoing.

(b) Certain Exclusions from Grant of Security Interest. Anything in this Agreement and the other Purchase Documents to the contrary notwithstanding, the foregoing grant, assignment, transfer, and conveyance of a security interest shall not extend to, and the term "Collateral" shall not include, any item of Collateral described in Section 2(a) above that is now or hereafter held by Debtor as licensee or otherwise, solely in the event and to the extent that: (i) as the proximate result of the foregoing grant, assignment, transfer, or conveyance of a security interest, Debtor's rights in or with respect to such item of Collateral would be forfeited or would become void, voidable, terminable, or revocable, or if Debtor would be deemed to have breached, violated, or defaulted the underlying license or other agreement that governs such, item of Collateral pursuant to the restrictions in the underlying license or other agreement that governs such item of Collateral; and (ii) any such restriction shall be effective and enforceable under applicable law, including Section 9318(4) of the Code; provided, however, that the foregoing grant, assignment, transfer, and conveyance of security interest shall extend to, and the term "Collateral" shall include, (y) any and all proceeds of such item of Collateral to the extent that the assignment or encumbering of such proceeds is not so restricted, and (z) upon any such licensor or other applicable party's consent with respect to any such otherwise excluded item of Collateral being obtained which Debtor shall use its commercially reasonable efforts to obtain (but without any obligation to make any material expenditures of money or to commence legal proceedings), thereafter such item of Collateral as well as any proceeds thereof that might theretofore have been excluded from such grant, assignment, transfer, and conveyance of a security interest.

(c) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 17.

(d) Incorporation into Purchase Agreements. This Agreement shall be fully incorporated into the Purchase Agreements and all understandings, agreements and provisions contained in the Purchase Agreements shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral and Patent Collateral described in this Agreement shall constitute part of the Collateral as defined in the Purchase Agreements.

(e) Permitted Dispositions. Anything in the Purchase Agreements or this Agreement to the contrary notwithstanding, Debtor may make Permitted Dispositions of the Collateral.

3. Further Assurances; Appointment of Collateral Agent as Attorney-in-Fact. Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to Collateral Agent any and all documents and instruments, in form and substance satisfactory to Collateral Agent, and take any and all action, which Collateral Agent may reasonably request from time to time, to perfect and continue perfected, maintain the priority of or provide notice of Collateral Agent's security interest in the Collateral and to accomplish the purposes of this Agreement Collateral Agent shall have the right, in the name of Debtor, or in the name of Collateral Agent or otherwise, without notice to or assent by Debtor, and Debtor hereby irrevocably constitutes and appoints Collateral Agent (and any of Collateral Agent's officers or employees or agents designated by Collateral Agent) as Debtor's true and lawful attorney-in-fact with full power and authority, if Debtor refused or fails to do so timely, (i) sign the name of Debtor on all or any of such documents or instruments and perform all other acts that Collateral Agent deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of Collateral Agent's security interest in, the Collateral, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Debtor, which Collateral Agent may deem necessary or advisable to maintain, preserve and protect the Collateral and to accomplish the purposes of this Agreement, including, after the occurrence and during the continuance of any Event of Default, (A) to defend, settle, adjust or institute any action, suit or proceeding with respect to the Collateral, (B) to assert or retain any rights under any license agreement for any of the Collateral, and (C) to execute any and all applications, documents, papers and instruments for Collateral Agent to use the Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Collateral, and to assign, convey or otherwise transfer title in or dispose of the Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 17.

4. Representations and Warranties: Debtor represents and warrants to Collateral Agent as follows:

(a) No Other Collateral. Schedules A and B set forth, as of the Closing Date, a true and correct list of all of the existing Trademarks and Patents that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark or patent office of any other U.S. or foreign jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) and used by Debtor.

(b) Collateral Subsisting. Each of the Trademarks and Patents listed in Schedules A and B is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of Debtor's knowledge, each of the Trademarks and Patents is valid and enforceable.

(c) Ownership of Collateral; No Violation. (I) Debtor has rights in and good title to the Collateral sufficient to permit the Debtor to operate its business as presently operated and as contemplated, (ii) with respect to the Collateral shown on Schedules A and B thereto as owned by it, except as disclosed on Schedules A and B, Debtor is the sole and exclusive owner thereof, free and clear of any Liens and rights of others (other than Permitted Liens and nonexclusive licenses qualifying as Permitted Dispositions), including registered user agreements and covenants by Debtor not to sue third persons, and (iii) with respect to any Trademarks or Patents for which Debtor is either a licensor or a licensee pursuant to a license or licensee agreement regarding such Trademark or Patent, each such license or licensing agreement is in full force and effect, Debtor is not in material default of any of its obligations thereunder and, other than the parties to such licenses or licensing agreements, no other Person has any rights in or to any of the Collateral. Except as disclosed in Schedule 6.7 to the Note Purchase Agreements, to the best of Debtor's knowledge, the past, present and contemplated future use of the Collateral by Debtor has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person.

(d) No Infringement. To the best of Debtor's knowledge, no infringement or unauthorized use presently is being made of any of the Collateral by any person that could have a Material Adverse Effect, other than the infringement alleged by Debtor in its claims against Itron, Inc..

(e) Powers. Debtor has the unqualified right, power and authority to pledge and to grant to Collateral Agent a security interest in all of the Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement., without the consent or approval of any other Person except as already obtained.

5. Covenants. So long as any of the Secured Obligations remain unsatisfied, Debtor agrees that it will comply with all of the covenants, terms and provision of this Agreement, the Purchase Agreements and the other Purchase Documents, and Debtor will promptly give Collateral Agent written notice of the occurrence of any event that could have a material adverse effect on any of the Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks or Patents for which Debtor is a licensee.

6. Future Rights. For so long as any of the Secured Obligations shall remain outstanding, or if earlier, until Collateral Agent shall have released or terminated, in whole but not in part, its interest in the Collateral, if and when Debtor shall obtain rights to any new Trademarks or Patents, or any reissue, renewal or extension of any Trademarks or Patents, the provisions of Section 2 shall automatically apply thereto and Debtor shall give to Collateral Agent prompt notice thereof. Debtor shall do all things deemed necessary or advisable by Collateral Agent to ensure the validity, perfection, priority and enforceability of the security interests of Collateral Agent in such future acquired Collateral. Debtor hereby authorizes Collateral Agent to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on Debtor's behalf and as its attorney-in-fact to include

any future Trademarks and Patents which are or become Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Collateral Agent's Duties. Notwithstanding any provision contained in this Agreement, Collateral Agent shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Debtor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Collateral Agent hereunder or in connection herewith, Collateral Agent shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Collateral.

8. Remedies. From and after the occurrence and during the continuation of an Event of default, Collateral Agent shall have all rights and remedies available to it under the Purchase Agreements, the other Purchase Documents, and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Collateral. Debtor agrees that such rights and remedies include the right of Collateral Agent as a secured party to sell or otherwise dispose of its Collateral after default, pursuant to UCC Section 9504. Debtor agrees that Collateral Agent shall after the occurrence of and during the continuance of an Event of Default have such royalty-free licenses, to the extent permitted by law and not prohibited by any contractual limitation which is senior in right to the security interest created hereby, for any Collateral that is reasonably necessary to permit the exercise of any of Collateral Agent's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any asset of Debtor in which Collateral Agent has a security interest, including Collateral Agent's rights to sell or license general intangibles, inventory, tooling or packaging which is acquired by Debtor (or its successor, permitted assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Collateral Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as Collateral Agent deems necessary or advisable, in the name of Debtor or Collateral Agent, to enforce or protect any of the Collateral, in which event Debtor shall, at the request of Collateral Agent, do any and all lawful acts and exact any and all documents required by Collateral Agent in aid of such enforcement. To the extent that Collateral Agent shall elect not to bring suit to enforce such Collateral, Debtor agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the material infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

9. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor and Collateral Agent and their respective successors and permitted assigns.

10. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Purchase Agreements.

11. **GOVERNING LAW AND VENUE; JURY TRIAL WAIVER.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE ASSIGNMENT AND SECURITY INTERESTS HEREUNDER IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY FEDERAL LAW, IN WHICH CASE SUCH CHOICE OF NEW YORK LAW SHALL NOT BE DEEMED TO DEPRIVE COLLATERAL AGENT OF SUCH RIGHTS AND REMEDIES AS MAY BE AVAILABLE UNDER FEDERAL LAW. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE BOROUGH OF MANHATTAN, NEW YORK, NEW YORK; **PROVIDED, HOWEVER,** THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL MAY BE BROUGHT, AT COLLATERAL AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL MAY BE FOUND OR WHERE IT IS NECESSARY TO BRING SUIT IN ORDER TO OBTAIN SUBJECT-MATTER JURISDICTION. DEBTOR AND COLLATERAL AGENT WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS **SECTION 11.**

DEBTOR AND COLLATERAL AGENT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. DEBTOR AND COLLATERAL AGENT REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

12. **Entire Agreement; Amendment.** This Agreement, together with the Schedules hereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties as provided in the Purchase Agreements. Notwithstanding the foregoing, Collateral Agent may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in **Section 6** hereof.

13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

14. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

15. Purchase Agreements. Debtor acknowledges that the rights and remedies of Collateral Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the Purchase Agreements and the other Purchase Documents, and all such rights and remedies are cumulative.

16. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other Purchase Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

17. Termination and Release.

(a) Termination. Upon the final payment in full in cash of the Secured Obligations and the full and final termination of any commitment to extend any financial accommodations under the Purchase Agreements, this Agreement shall terminate, and Collateral Agent shall execute and deliver such documents and instruments and take such further action reasonably requested by Debtor, at Debtor's expense, as shall be necessary to evidence termination of the security interest granted by Debtor to Collateral Agent hereunder, including but not limited to, cancellation of recordation of security interest with United States Patent and Trademark Office.

(b) Release. If Debtor creates a wholly-owned subsidiary whose sole business is to hold Collateral and shall be otherwise prohibited from engaging in any other business or incurring any other liability, and is subject to such other so-called "bankruptcy-remote" limitations as are reasonably satisfactory to the Collateral Agent and the Collateral Agent is satisfied that the transfer contemplated by this section will not constitute a voidable preference under Section 547 of the United States Bankruptcy Code, then Debtor may transfer the Collateral identified on Schedule C to such bankruptcy remote wholly owned subsidiary free of the security interest created hereby; provided that the Debtor simultaneously grants to the Collateral Agent a valid, enforceable and perfected first priority security interest in all of the shares of such entity.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

CELLNET DATA SYSTEMS INC.,
a Delaware corporation

By: _____

Name: David Perry

Title: Chief Administrative Officer and Secretary

PRICEWATERHOUSECOOPERS LLP,
a Delaware limited liability Company

By: Martha E. M. Kapacz

Name: Martha E. M. Kapacz

Title: Principal

STATE OF New York)
) ss
COUNTY OF New York)

On November 9, 1999, before me Denis W. O'Connor, Notary Public, personally appeared MARTHA E.M. KOPACZ, 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 he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Denis W. O'Connor

Notary Public

My Commission Expires: June 19, 2001

DENIS W. O'CONNOR
Notary Public, State of New York
No. 31-4952410
Qualified In New York County
Commission Expires June 19, 2001

STATE OF _____)
) ss
COUNTY OF _____)

On November 9, 1999, before me _____, 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 he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

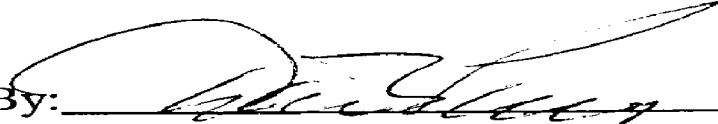
Notary Public

My Commission Expires: _____

[SEAL]

CELLNET DATA SYSTEMS INC.,

a Delaware corporation

By:  _____

Name: David Perry

Title: Chief Administrative Officer and Secretary
3rd Vice President

PRICEWATERHOUSECOOPERS LLP,

a Delaware limited liability Company

By: _____

Name: _____

Title: _____

STATE OF Massachusetts)
) ss
COUNTY OF Suffolk)

On November 9, 1999, before me Marilyn Fitzgerald, Notary Public, personally appeared David Perry, 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 he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Marilyn Fitzgerald
Notary Public
My Commission Expires: Nov 4, 2005

[SEAL]

STATE OF _____)
) ss
COUNTY OF _____)

On November 9, 1999, before me _____, 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 he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

[SEAL]

EXHIBIT A

See attached list of Trademarks

TRADEMARKS

CellNet Data Systems, Inc. Trademark Status Report

Country	Trademark	Classes	Filing Date	Application No.	Registration Date	Registration No.	Status
Benelux	MYENERGYINFO	9,38,42	06Mar98	911687	06Mar98	637766	Registered
USA	CELLNET	38	30Jul84	73/492,334	30Apr85	1,333,657	Registered
USA	CELLNET	9	20Aug90	74/089,976	08Feb94	1,820,453	Registered
USA	FACILITYLINK.COM	38,42	17Mar99	75/661,937			Filed
USA	MYENERGYINFO.COM	38,42	30Mar98	75/459,327			Filed

EXHIBIT B

See attached list of Patents/Patent Applications

COUNTRY	REFERENCE#	TYPE	FILED	SERIAL#	ISSUED	PATENT#	STATUS
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DEVICE FOR USE WITH A UTILITY METER FOR RECORDING TIME OF ENERGY USE

Inventor: Cree A. Edwards et al.

UNITED STATES	07057/002001	NEW	8/29/1986	06/902,199	11/8/1988	4,783,623	ISSUED
TAIWAN	07057/002TW1	CEQ	8/19/1987	77211307	2/5/1990	48939	EXPIRED

SYSTEM FOR USE WITH A UTILITY METER FOR RECORDING TIME OF ENERGY USE

Inventor: Cree A. Edwards et al.

UNITED STATES	07057/003001	NEW	8/29/1988	06/902,161	12/20/1988	4,792,877	ISSUED
TAIWAN	07057/003TW1	CEQ	8/19/1987	78208936	1/14/1992	67962	EXPIRED

SYSTEM FOR USE WITH POLYPHASE UTILITY METERS FOR RECORDING TIME OF ENERGY USE

Inventor: Cree A. Edwards et al.

UNITED STATES	07057/004001	NEW	4/20/1988	07/183,826	5/7/1991	5,014,213	ISSUED
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DEVICE FOR USE WITH UTILITY METERS TO RECORD TIME OF USE, DEMAND AND LOAD SURVEY DATA

Inventor: Cree A. Edwards et al.

UNITED STATES	07057/005001	NEW	4/20/1988	07/184,044	10/1/1991	D320,362	ISSUED
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FREQUENCY SYNCHRONIZED BIDIRECTIONAL RADIO SYSTEM

Inventor: Mircho A. Davidov et al.

UNITED STATES	07057/008001	NEW	1/9/1992	07/818,693	12/27/1994	5,377,232	ISSUED
CANADA	07057/006CA1	DCA	1/8/1993	2126102			PENDING
EUROPEAN PATENT CO	07057/006EP1	DCA	1/8/1993	93802899.9			PENDING
WIPO	07057/008WO1	CEQ	1/8/1993	US93/00014			NAT PHASE

FREQUENCY SYNCHRONIZED BIDIRECTIONAL RADIO SYSTEM

Inventor: Forrest F. Fulton

UNITED STATES	07057/007001	CIP	12/21/1994	08/361,799	2/18/1997	5,604,788	ISSUED
MEXICO	07057/007MX1	DCA	12/20/1995	974596			PENDING
WIPO	07057/007WO1	CEQ	12/20/1995	US96/06682			NAT PHASE
NEW ZEALAND	07057/007NZ1	DCA	12/20/1995	301446			PENDING
NEW ZEALAND	07057/007NZ2	DIV	12/20/1995	337741			PENDING
JAPAN	07057/007JP1	DCA	12/20/1995	8-519997			PUBLISHED
EUROPEAN PATENT CO	07057/007EP1	DCA	12/20/1995	96944510.7			PENDING
CANADA	07057/007CA1	DCA	12/20/1995	2208480			PENDING
SOUTH KOREA	07057/007KR1	DCA	12/20/1995	97-704349			PENDING
SINGAPORE	07057/007SG1	DCA	12/21/1995	9702856-1	2/22/1999	42540	ISSUED
AUSTRALIA	07057/007AU1	DCA	12/21/1995	46873/96	9/10/1998	692058	ISSUED

DEVICE FOR USE WITH UTILITY METERS TO RECORD TIME OF ENERGY USE, DEMAND AND LOAD PROFILE DATA

Inventor: Cree A. Edwards et al.

UNITED STATES	07057/006001	NEW	8/29/1986	06/903,068	10/2/1990	D310,973	ISSUED
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DIRECT SEQUENCE SPREAD SPECTRUM SYSTEM

Inventor: Forrest F. Fulton

UNITED STATES	07057/009001	NEW	8/8/1995	08/473,011	8/26/1997	5,881,750	ISSUED
WIPO	07057/009WO1	CEQ	5/10/1996	US96/06688			ABANDONE

A METERING SYSTEM

Inventor: Steven J. Ragie et al.

UNITED STATES	07057/010001	NEW	2/7/1996	08/597,724			PENDING
BRAZIL	07057/010BR1	DCA	1/23/1997	PI 9702088-5			PENDING
CANADA	07057/010CA1	DCA	1/23/1997	2217537			PENDING
EUROPEAN PATENT CO	07057/010EP1	DCA	1/23/1997	97904843.6			PENDING
JAPAN	07057/010JP1	DOA	1/23/1997	9-528524			PUBLISHED
SOUTH KOREA	07057/010KR1	DCA	1/23/1997	97-707060			PENDING
MEXICO	07057/010MX1	DCA	1/23/1997	N/A			PENDING
AUSTRALIA	07057/010AU1	DCA	1/23/1997	17529/97			PENDING
NEW ZEALAND	07057/010NZ1	DCA	1/23/1997	328823			PUBLISHED
WIPO	07057/010WO1	CEQ	1/23/1997	US97/01042			NAT PHASE

COUNTRY	REFERENCE#	TYPE	FILED	SERIAL#	ISSUED	PATENT#	STATUS
A METERING SYSTEM <i>continued...</i>							
SINGAPORE	07057/010SG1	DCA	1/23/1997	9704683-3			PENDING
BANDPASS CORRELATION OF A SPREAD SPECTRUM SIGNAL							
Inventors: Erik A. Ramberg; Robert K. Froelich; Forrest F. Fulton							
UNITED STATES	07057/014001	NEW	6/23/1997	08/880,578			PENDING
WIPO	07057/014WO1	CEQ	6/19/1998	US98/12786			PUBLISHED
PROCESSING A SPREAD SPECTRUM SIGNAL IN A FREQUENCY ADJUSTABLE SYSTEM							
Inventors: Erik A. Ramberg; Robert K. Froelich; Forrest F. Fulton							
UNITED STATES	07057/015001	NEW	6/23/1997	08/880,634			PENDING
WIPO	07057/015WO1	CEQ	6/18/1998	US98/12860			PUBLISHED
ACQUIRING A SPREAD SPECTRUM SIGNAL ADJUSTABLE SYSTEM							
Inventors: Erik A. Ramberg; Robert K. Froelich; Forrest F. Fulton							
UNITED STATES	07057/016001	NEW	6/23/1997	08/881,549			PENDING
WIPO	07057/016WO1	CEQ	6/19/1998	US98/12775			PUBLISHED
RECEIVING A SPREAD SPECTRUM SIGNAL							
Inventors: Erik A. Ramberg; Robert K. Froelich; Forrest F. Fulton							
UNITED STATES	07057/017001	NEW	6/23/1997	08/880,637			ALLOWED
WIPO	07057/017WO1	CEQ	6/19/1998	US98/12919			PUBLISHED
A SYSTEM FOR USE WITH A UTILITY METER FOR RECORDING TIME OF ENERGY USE AND INCLUDING AN OPTICAL RETRO REFLECTIVE TARGET							
UNITED STATES	07057/019001	NEW					PROPOSED
NUMERICALLY CONTROLLED OS							
UNITED STATES	07057/020001	NEW		N/A			ABANDONE
UTILITY METER ADAPTER							
Inventors: Robby J. Moore							
UNITED STATES	07057/021001	NEW	1/16/1998	09/008,273			ALLOWED
SLOT ANTENNA							
Inventors: Robert J. Hill, et al.							
UNITED STATES	07057/022001	R62	9/12/1997	08/929,161			PENDING
WIPO	07057/030WO1	CEQ	9/10/1998	US98/18884			PUBLISHED
BANDPASS PROCESSING OF A SPREAD SPECTRUM SIGNAL							
Inventors: Erik A. Ramberg et al.							
UNITED STATES	07057/023001	NEW	6/23/1997	08/880,470			PENDING
WIPO	07057/023WO1	CEQ	6/19/1998	US98/12833			PUBLISHED
CODE GENERATOR							
UNITED STATES	07057/024001	NEW					PROPOSED
PARTIAL ERASURES							
UNITED STATES	07057/025001	NEW					CLOSED
FREQUENCY DISCRIMINATION IN A SPREAD SPECTRUM SIGNAL PROCESSING SYSTEM							
Inventors: Robert K. Froelich; Forrest F. Fulton							
UNITED STATES	07057/026001	NEW	7/30/1999	09/365,108			PENDING
SYSTEM FOR REMOTE DATA COLLECTION							
Inventors: Dr. Clive Russell Irving; Gregory Vincent Luxford; Andrew Gordon Summers; Dr. Colin Richard Smithers							
UNITED STATES	07057/031001	NEW	5/17/1999	09/313,132			PENDING
TRANSMITTER TOLERANT TO CRYSTAL VARIATIONS							
Inventors: Thomas Sean Houlihan; Andrew Gordon Summers							
UNITED STATES	07057/032001	NEW	5/17/1999	09/313,050			PENDING

COUNTRY	REFERENCE#	TYPE	FILED	SERIAL#	ISSUED	PATENT#	STATUS
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RECEIVER CAPABLE OF PARALLEL DEMODULATION OF MESSAGES

Inventors: Andrew Gordon Summers; Dr. Clive Russell Irving; Gregory Vincent Ludford
 UNITED STATES 07057/033001 NEW 5/17/1999 09/312,928 PENDING

DETECTOR TOLERANT OF FREQUENCY MISALIGNMENT

Inventors: Gregory Vincent Ludford; Dr. Clive Russell Irving
 UNITED STATES 07057/034001 NEW 5/17/1999 09/313,125 PENDING

SYSTEM FOR PERFORMING LOAD MANAGEMENT

Inventors: Dr. Clive Russell Irving; Gregory Vincent Ludford
 UNITED STATES 07057/035001 NEW 5/17/1999 09/313,128 PENDING

A SYSTEM FOR MONITORING USAGE ON A COPIER MACHINE AND FOR COMMUNICATING THIS INFORMATION TO A REMOTE LOCATION VIA A LAYER WIRELESS LINK

UNITED STATES 07057/037001 NEW PROPOSED

SERRATED SLOT ANTENNA

Inventors: David L. Thomas
 UNITED STATES 07057/039001 NEW 9/9/1998 09/150,496 PENDING

PROCESSING AND PRESENTING INFORMATION RECEIVED FROM A PLURALITY OF REMOTE SENSORS

Inventors: Bradley L. Gilbert; Therese M. Cleary
 UNITED STATES 07057/039001 NEW 5/12/1999 09/310,457 PENDING

ANTENNA FOR A PARKING METER

Inventors: Bradley L. Gilbert; Lawrence W. Hickey; David L. Thomas
 UNITED STATES 07057/040001 NEW 5/28/1999 09/322,609 PENDING
 UNITED STATES 07057/041001 CIP 8/20/1999 09/378,539 PENDING

RF INTERNET BRIDGE

UNITED STATES 07057/042001 NEW PROPOSED

END OF REPORT

TOTAL ITEMS SELECTED = 65