

REC'D
11-19-99

12-06-1999



HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

101215405

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

1. Name of conveying party(ies):

Advanced Mobile Solutions, Inc.

11-17-1999

U.S. Patent & TMO/TM Mail Rcpt Dt. #26

Name and address of receiving party(ies)

General Electric Capital Corporation

Postal Address: Attn: Mr. Bud S. Soboda

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

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

Street Address: 10 South LaSalle Street
Suite 2800
City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State 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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: November 5, 1999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

75/129147
75/136845

Additional numbers attached? Yes No

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

Name: Murphy Sheneman Julian & Rogers

Internal Address: Attn: Sara Hoehn
Legal Assistant

Street Address: 2049 Century Park East
21st Floor

City: Los Angeles State: CA ZIP: 90067

12/06/1999 DNGUYEN 00000066 200052 75129147

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0052

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

01 FC:481 40.00 CH
02 FC:482 25.00 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.

Sara Hoehn
Name of Person Signing

Sara Hoehn
Signature

November 16, 1999
Date

Total number of pages including cover sheet, attachments, and document: 6

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

TRADEMARK
REEL: 001995 FRAME: 0450

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of November 5, 1999, is made by ADVANCED MOBILE SOLUTIONS, INC., a California corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation ("Lender").

RECITALS

A. Pursuant to that certain Loan and Security Agreement of even date herewith by and among Grantor, Lender, and the other Credit Parties signatory thereto (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Lender has agreed to extend certain financial accommodations to or for the direct or indirect benefit of Grantor.

B. In order to induce Lender to enter into the Loan Agreement and the other Loan Documents and to induce Lender to extend the financial accommodations as provided for in the Loan Agreement, Grantor has agreed to execute and deliver to Lender this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Lender hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in Schedule A to the Loan Agreement shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the Code to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of all of the Obligations, Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Lender a Lien upon all its right, title and interest in, to and under the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, Grantor (including under any trade names, styles or derivations of Grantor), and whether owned by or consigned by or to, or leased from or to, Grantor, and regardless of where located (collectively, the "Intellectual Property Collateral"):

(a) all of Grantor's Patents and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto;

(b) all of Grantor's Trademarks and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto;

(c) all of Grantor's Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto;

(d) all Goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing; and

(e) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of

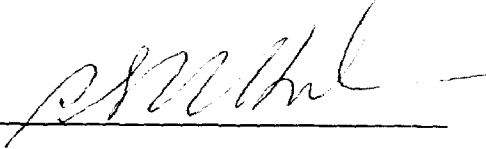
of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any Governmental Authority (or any Person acting under color of Governmental Authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement of any Patent or Patent License, (B) past, present or future infringement of any Copyright or Copyright License, (C) past, present or future infringement or dilution of any Trademark or Trademark License, or (D) injury to the Goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

3. Loan Agreement. The Liens granted pursuant to this Agreement are granted in conjunction with, and restate the Liens granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Liens granted under this Agreement are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

"Grantor"

ADVANCED MOBILE SOLUTIONS, INC.

By: 

Name: Alice U. Hahn

Title: President

Agreed to and Acknowledged by:

"Lender"

GENERAL ELECTRIC CAPITAL
CORPORATION

By: _____

Duly Authorized Signatory

the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any Governmental Authority (or any Person acting under color of Governmental Authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement of any Patent or Patent License, (B) past, present or future infringement of any Copyright or Copyright License, (C) past, present or future infringement or dilution of any Trademark or Trademark License, or (D) injury to the Goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

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IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

"Grantor"

ADVANCED MOBILE SOLUTIONS, INC.

By: _____

Name: _____

Title: _____

Agreed to and Acknowledged by:

"Lender"

GENERAL ELECTRIC CAPITAL
CORPORATION

By: *Bud J. Donohue*
BUD J. DONOHUE
Duly Authorized Signatory

ADVANCED MOBILE SOLUTIONS, INC.
DOMESTIC PATENTS & TRADEMARKS
(as of October 29,1999)

<u>Patent #</u>	<u>Name</u>	<u>File Date</u>	<u>Date of Issuance</u>
5,684,689	Interchangeable Plug Power Supply with Automatically Adjusting Input Voltage Receiving Mechanism	6/19/96	11/4/97
5,659,236	Battery Charger with Collapsible Battery Positioning and Support Apparatus	3/7/96	8/19/97
Des. 382,540	Interchangeable Plug Device	6/18/96	8/19/97
Des. 381,314	Interchangeable Plug Device	9/15/95	7/22/97
5,648,712	Universally Interchangeable and Modular Power Supply with Integrated Battery Charger	8/29/95	7/15/97
5,634,806	Interchangeable Collapsible Plug Device for Battery Charger	3/30/95	6/3/97
5,628,641	Collapsible Plug Device for Battery Charger	11/3/95	5/13/97
5,626,496	Cigarette Lighter Adapter with Flexible Diameter	3/30/95	5/6/97
Des. 379,003	Interchangeable Plug Device	6/14/96	4/29/97
5,611,701	Collapsible Prong Plug Device for Battery Charger	11/3/95	3/18/97
Des. 378,290	Interchangeable Plug Device	6/14/96	3/4/97
Des. 378,291	Interchangeable Plug Device	6/17/96	3/4/97

TRADEMARKS

Air Magic	Serial # 75/129147	Allowed 2/17/98
Power Magic	Serial #75/136845	Allowed 4/7/98

SCHEDULE I
to
PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT

[see attached]