

11-17-2000



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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

New 10-10-00

Resubmission (Non-Recordation)  
Document ID #

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

#### Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger Effective Date  
Month Day Year

Change of Name

Other

#### Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

#### FOR OFFICE USE ONLY

11/16/2000 10:58:11 00000114 75384235

01 FD:481 40.00 OP

02 FC:48E 50.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20503  
REEL: 002177 FRAME: 0674

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name  Attn:

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text" value="75/384235"/>	<input type="text" value="75/385316"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2373363"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Name of Person Signing

Signature

Date Signed

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 26, 2000 by and between SAND HILL CAPITAL II, LP ("Sand Hill") and MobileForce Technologies, Inc., a Delaware corporation ("Borrower"), with reference to the following facts:

Sand Hill and Borrower are parties to that certain loan agreement of even date (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Sand Hill a security interest in all of Borrower's right, title and interest, whether presently existing or hereafter acquired, in, to and under the Collateral.

NOW, THEREFORE, Borrower agrees as follows:

To secure performance of its "Obligations" as defined in the Loan Agreement, Borrower grants to Sand Hill a security interest in all of Borrower's right, title and interest in Borrower's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), 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).

Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or exclusively licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all of Grantor's software, computer programs and other works of authorship subject to United States copyright protection (other than off-the-shelf software licensed to Grantor on a non-exclusive basis), including, without limitation, those for which the sale, licensing or other disposition results in royalties receivable, license fees receivable, accounts receivable or other sums owing to Grantor. Grantor shall, within 15 days after the date hereof, register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those intellectual property rights listed on Schedules A, B and C hereto. Grantor shall register or cause to be registered on an expedited basis with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those additional patents, trademarks, software, computer programs and other works of authorship developed or acquired by Grantor from time to time hereafter (including without limitation revisions or additions to the intellectual property rights listed on such Schedules A, B and C). Grantor shall from time to time, execute and file such other instruments, and take such further actions as Sand Hill may reasonably request from time to time to perfect or continue the perfection of Sand Hill's interest in the intellectual property.


This security interest is granted in conjunction with the security interest granted to Sand Hill under the Loan Agreement. Each right, power and remedy of Sand Hill provided for herein shall not preclude the simultaneous or later exercise by Sand Hill of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Borrower:

5673 Gibraltar Drive, Suite 100  
Pleasanton, CA 94588  
Attn: Rodney Royse


MOBILEFORCE TECHNOLOGIES, INC.

By   
Title CEO

Address of Sand Hill:

3000 Sand Hill Road  
Building 2, Suite 110  
Menlo Park, CA 94025  
Attn: Robert Johnson

SAND HILL CAPITAL II, LP

By   
Title or

SCHEDULE A

**Trademarks Registered or Applied For**

<u>Description</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Registration/ Application Date</u>
1. MOBILESCHEDE	75/384235		11/4/97
2. MOBILESCHEDE	75/385316		11/5/97
3. MOBILEFORCE		2,373,363	8/1/00
4. NVISION	Not assigned		9/12/00
5. BLUE BAND	Not assigned		9/12/00
6. Miscellaneous design	Not assigned		9/12/00

**Trademarks Not Registered or Applied For**

Description

None

SCHEDULE B

**Patents**

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None

SCHEDULE C

**Copyrights Registered or Applied For**

<u>Description</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Registration/ Application Date</u>
NVision Location Engine			9/8/00
NVision MFTPersistLib			9/8/00
NVision Convergys DCS			9/8/00
NVision Auto Router			9/8/00
NVision Database Application			9/8/00
NVision Mapping			9/8/00
NVision Parameter Maintenance			9/8/00
NVision NPower			9/8/00
NVision TechDirector			9/8/00
NVision MobileGateway			9/8/00
NVision Personnel Manager			9/8/00
NVision Work Order Manager			9/8/00
NVision MFTMessage			9/8/00
NVision Abstract Billing System			9/8/00
NVision Blue Band Source Code			9/8/00
Blue Band			9/8/00
Data Communications Server for CableData DDP			9/12/00

**Copyrights Not Registered or Applied For**

Description

None