

11-24-2000

NT OF COMMERCE
tent and Trademark Office
iereof.



101526403

To the Honorable Commissioner of Patents and Trademarks. I

1. Name of conveying party(ies):

NOMADIX, INC.

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: CALIFORNIA

Other:

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

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: November 6, 2000

Name: COMERICA BANK-CALIFORNIA
Address: 611 ANTON BOULEVARD, SUITE 100
City: COSTA MESA: CA Zip: 92626-1904

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State:

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 [x] No

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

A. Trademark Application No.(s)

75/866,036

B. Trademark Registration No.(s)

2,189,053

2,393,678

Additional numbers attached? [] Yes [x] No

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

Name: Erin O'Brien
Internal Address: GRAY CARY WARE & FREIDENRICH
400 Hamilton Avenue
Palo Alto, California 94301

6 Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 90.00

[x] Enclosed

[] Authorized to be charged to deposit account

8. Deposit account number: _____

(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.

Erin O'Brien
Name of Person Signing

Erin O'Brien
Signature

November 21, 2000
Date

Total number of pages comprising cover sheet: [6]

Mail Documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

11/22/2000 DNGUYEN 00000285 75866036

01 FC:481 40.00 OP
02 FC:482 50.00 OP

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 6, 2000 by and between COMERICA BANK – CALIFORNIA (“Bank”) and NOMADIX, INC., a California corporation (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of September 15, 1999 (as the same has been and may be amended, modified or supplemented from time to time, including but not limited to pursuant to the Amendment to Loan and Security Agreement of even date herewith, the “Loan Agreement”); capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and 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), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

jm

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

GRANTOR:

Address of Grantor:

31355 Agoura Road
Westlake Village, CA 91361

Attn: Eric Larson

NOMADIX, INC.

By: 

Title: CEO

BANK:

COMERICA BANK - CALIFORNIA

Address of Bank:

611 Anton Boulevard, Suite 100
Costa Mesa, CA 92626-1904

Attn: Bonnie Kehe

By: Bonnie E. Kehe

Title: SVP/Regional Manager



EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Universal Subscriber Gateway Standard Hotel and MDU User's Guide, Version 2	Pending	04/04/00
Universal Subscriber Gateway, Version 2.1	Pending	04/04/00

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Convention ID Badge System	5,936,542	8/10/99
Automatic Network Connection	08/712,502	9/11/96
Mobile Web	08/839,977	4/24/97
Nomadic Translator or Router	6,130,892	10/10/00
System and Method for Network Access Without Reconfiguration	60/161,138	10/22/99
Systems and Methods for Enabling Network Gateway Devices to Communicate With Management Systems to Facilitate Subscriber Management	60,160,973	10/22/99
Systems and Methods for Dynamically Creating Subscriber Tunnels by a Gateway Device in a Computer Network	60/160,890	10/22/99
Pop-Up Control Panel for Use With a Network Gateway Device	60/161,139	10/22/99
Systems and Methods for Dynamic Bandwidth Management on a Per Subscriber Basis in a Computer Network	60/161,182	10/22/99
Systems and Methods for Transparent Computer Access and Communications with a Service Provider Network Using a Network Gateway Device	60/161,189	10/22/99
Gateway Device Having XML Interface and Associated Memory	60/161,181	10/22/99
Location Based Identification and Authorization for use with a Gateway Device	60/161,093	10/22/99
Systems and Methods for Redirecting Users Having Transparent Computer Access to a Network Using a Gateway Device Having Redirection Capability	09/458,569	12/8/99
Systems and Methods for Authorizing, Authenticating, and Accounting Users Having Transparent Computer Access to a Network Using a Gateway Device	09/458,602	12/8/99
Broadband Wireless IP Network Including A Gateway Design	60/173,733	12/30/99
Information and Control Console for Use With a Network Gateway Device	09/541,877	4/30/00
Systems, Methods and Apparatuses for Enabling Mobility in Broadband Wireless Internet Protocol Networks	60/202,229	5/5/00
Wireless-Specific and Location-Based Content Implemented in Wireless Networks Including A Wireless Internet Mobility Platform	60/202,228	5/5/00
Virtual Content Hosting Method and Apparatus	Pending	5/5/00
Gateway Device Providing Usage Monitoring and Associated Method	Pending	5/5/00

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
IDISK	2,189,053	9/15/98
Swirl Design	2,393,678	10/10/00
Swirl Design – Service Mark	75/866,036	