

12-05-2000



101540298

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

12-5-00

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

Submission Type

- New
- 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
- Change of Name
- Other

Effective Date
Month Day Year
11/30/00

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Veriprise Wireless Corporation

11/29/00

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Georgia

Receiving Party

Mark if additional names of receiving parties attached

Name Transamerica Business Credit Corporation

DBA/AKA/TA

Composed of

Address (line 1) 9399 West Higgins Road, Suite 600

Address (line 2)

Address (line 3) Rosemont

Illinois

60018

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association

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.)

Other

Citizenship/State of Incorporation/Organization Delaware

12/06/2000 DNGUYEN 00000010 76025608

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
75.00 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, D.C. 20231

TRADEMARK
REEL: 002185 FRAME: 0740

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

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**RETURN TO:
FEDERAL RESEARCH CORP.
400 SEVENTH STREET NW
SUITE 101
WASHINGTON DC 20004**

Pages

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

7

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)

76025608 78022120
76117021
76117021

Number of Properties

Enter the total number of properties involved.

4

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 115.00

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.

Matthew McAlpine
Name of Person Signing

Matthew McAlpine
Signature

12-1-00

Date Signed

PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this "IP Agreement"), dated as of November 29, 2000 is entered into between VERIPRISE WIRELESS CORPORATION, a Georgia corporation ("Grantor"), which has a mailing address at Georgia 400 Center, 2325 Lakeview Pkwy #375, Alpharetta, GA 30004, and TRANSAMERICA BUSINESS CREDIT CORPORATION, a Delaware corporation, ("TBCC") having its principal office at 9399 West Higgins Road, Suite 600, Rosemont, Illinois 60018 and having an office at 15260 Ventura Blvd., Suite 1240, Sherman Oaks, California 91403.

RECITALS

A. Grantor and TBCC are, contemporaneously herewith, entering into that certain Master Lease Agreement, dated November 10, 2000 (the "Lease Agreement"), and the Security Agreement, dated November 10, 2000 (the "Security Agreement") (collectively the Lease Agreement and the Security Agreement as "the Agreements"), and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Agreements, the "Documents"); and

B. Grantor is the owner of certain intellectual property, identified below, in which Grantor is granting a security interest to TBCC.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. GRANT OF SECURITY INTEREST.

To secure the complete and timely payment and performance of all Obligations, and without limiting any other security interest Grantor has granted to TBCC, Grantor hereby grants, assigns, and conveys to TBCC a security interest in all the assets of the Grantor, including but not limited to Grantor's entire right, title, and interest in and to the following, whether now owned or hereafter acquired (the "IP Collateral"):

(i) All of Grantor's right to the trademarks, trade names, service marks, and names, logos, trade secrets and trademark registrations listed on Exhibit A attached hereto, as the same may be updated hereafter from time to time and such other rights as defined in the Security Agreement;

(ii) All of Grantor's right, title, and interest, in and to the patents and patent applications listed on Exhibit B attached hereto, as the same may be updated hereafter from time to time and such other rights as defined in the Security Agreement;

(iii) All of Grantor's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Grantor or in the name of TBCC for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(iv) All of Grantor's right, title, and interest in all patentable inventions, and to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Grantor or in the name of

TBCC**Patent and Trademark Security Agreement**

TBCC for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(v) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(vi) All general intangibles relating to the foregoing and all other intangible intellectual or other similar property of the Grantor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(vii) All products and proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the IP Collateral.

2. RELEASE OF SECURITY INTEREST.

TBCC hereby agrees to release its security interest in the Collateral (as defined in the Security Agreement) and the IP Collateral (as defined herein) not constituting Equipment (as defined in the Lease Agreement) pursuant to the Letter Agreement, dated November 29, 2000, attached hereto as Exhibit C and made a part hereof. From and after the release of the security interest herein, the covenants relating to the Collateral shall only apply to the Collateral constituting Equipment.

3. AFTER-ACQUIRED PATENT OR TRADEMARK RIGHTS.

If Grantor shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this IP Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to TBCC with respect to any such new trademarks or patents, or renewal or extension of any trademark registration. Without limiting Grantor's obligation under this Section 2, Grantor authorizes TBCC to modify this IP Agreement by amending Exhibits A or B to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this IP Agreement or amend Exhibits A or B shall in any way affect, invalidate or detract from TBCC's continuing security interest in all Collateral or IP Collateral, whether or not listed on Exhibit A or B.

4. GENERAL PROVISIONS.

4.1 Rights Under Agreements. This IP Agreement has been granted in conjunction with the security interest granted to TBCC under the Lease Agreement and Security Agreement. The rights and remedies of TBCC with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Agreements, all terms and provisions of which are incorporated herein by reference.

4.2 Successors. The benefits and burdens of this IP Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties; provided that Grantor may not transfer any of the IP Collateral or Collateral or any rights hereunder, without the prior written consent of TBCC, except as specifically permitted hereby.

4.3 Amendment; No Conflict. This IP Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 2 of this IP Agreement. To the

TBCC

Patent and Trademark Security Agreement

extent that any provision of this IP Agreement conflicts with any provision of the Lease Agreement or Security Agreement, the provision giving TBCC greater rights or remedies shall govern, it being understood that the purpose of this IP Agreement is to add to, and not detract from, the rights granted to TBCC under the Lease Agreement and Security Agreement.

4.4 Governing Law. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS IP AGREEMENT AND ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS IP AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY THE INTERNAL LAWS AND DECISIONS OF THE STATE OF ILLINOIS.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

TRANSAMERICA BUSINESS CREDIT CORPORATION

VERIPRISE WIRELESS CORPORATION

By: *[Signature]*
Title: Senior Vice President

By: *[Signature]*
Title: VP and CFO

Exhibit "A"

REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
N/A		

PENDING TRADEMARKS

<u>Trademark</u>	<u>Filing Date</u>	<u>Serial No.</u>
Veriprise	April 17, 2000	76025608
Veriprise Wireless Platform	July 11, 2000	76117021
<i>Veriprise logo</i>	July 11, 2000	76117021
Powering Mobile Connectivity	August 21, 2000	78022120

TBCC**Patent and Trademark Security Agreement**Exhibit "B"PATENTS

<u>Patent Description/Title</u>	<u>Issue Date</u>	<u>Patent No.</u>	<u>Name of Inventor</u>
N/A			

PATENT APPLICATIONS

<u>Description</u>	<u>Filing Date</u>	<u>Serial No.</u>	<u>Name of Inventor</u>
N/A			



**TRANSAMERICA
BUSINESS CREDIT**

Technology Finance Division
76 Batterson Park Road
Farmington, CT 06032-2571
860 677-6466
Fax: 860 677-6766

Exhibit C

November 29, 2000

Mr. Mark Sturm
Chief Financial Officer
Verprise Wireless Corporation
Georgia 400 Center
2325 Lakeview Pkwy #305
Alpharetta, GA 30004

Dear Mark:

In connection with the lease of certain equipment by Transamerica Business Credit Corporation ("TBCC") to Veriprise Wireless Corporation ("Veriprise") as evidenced by a Commitment Letter dated July 27, 2000 as amended, the Master Lease Agreement dated November 10, 2000, the Security Agreement dated November 29, 2000, the Patent and Trademark Security Agreement dated November 29, 2000, the Lease Schedules and any and all other documents executed by Veriprise in favor TBCC (collectively "Lease Documents"), Veriprise acknowledges and agrees that notwithstanding anything contained to the contrary in the Lease Documents, TBCC shall maintain its lien on all of the assets of Veriprise, including Veriprise's intellectual property and TBCC will only be obligated to release its all asset lien (except TBCC shall continue to maintain its first priority perfected lien on all assets and equipment TBCC finances and as set forth on the lease Schedules or UCC-1 financing statements) if:

- (a) No Event of Default shall have occurred or be continuing at the time the release is requested; and
- (b) Veriprise raises \$15 million dollars in venture capital equity proceeds prior to December 31, 2001; and
- (c) It is after December 31, 2001.

Notwithstanding anything contained above, TBCC agrees release its all asset lien (except TBCC shall continue to maintain its first priority perfected lien on all assets and equipment TBCC finances and as set forth on the lease Schedules or UCC-1 financing statements) at an earlier time than as set forth above provided no Event of Default shall have occurred or be continuing and Veriprise raises \$30 million dollars in venture capital equity proceeds.

Veriprise also acknowledges and agrees to fax and send to Transamerica at 76 Batterson park Road Farmington, Connecticut 06032, fax number 860-677-6766 copies of the rent check sent to its Landlord by the 5th of each month commencing December 1, 2000. Veriprise acknowledges and agrees and authorizes TBCC to contact the landlord or property manager at the following address and telephone number at any time to discuss the tenancy of the Veriprise: Taylor & Mathis, 2325 Lakeview Parkway, Suite 115, Alpharetta, GA 30004, Contact: Peggy Ditmore (ph: 678.319.0553). Veriprise also acknowledges and agrees that if it should default under its lease obligation to the landlord, such default shall also constitute a default under the Lease Agreement and shall entitle TBCC to pursue all of its rights and remedies under law and the Lease Documents.

Norwithstanding anything in this agreement to the contrary, the Lease Documents remain in full force and effect and are the complete and exclusive statement and agreement between TBCC and Lessee with respect to the subject matter hereof.

TRANSAMERICA BUSINESS CREDIT CORPORATION

By: Matthew N. McAlpine
Name: Matthew N. McAlpine
Title: Senior Vice President

Accepted as of the 29TH day of November, 2000

VERIPRISE WIRELESS CORPORATION

By: WM Sturm
Name: WM STURM
Title: CFO