



101592351

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

1.9.01

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 Effective Date December 13, 2000
Month Day Year
- Change of Name
- Other:

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
December 13, 2000

Name Wireless Internet, Inc. dba Airmedia.com

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Verus International Group Limited

DBA/AKA/TA

Composed of

Address (line 1) Uglan House, South Church Street

Address (line 2)

Address (line 3) Grand Cayman, Cayman Islands

City State/County Zip

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization Cayman Islands

75327163

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

01/23/2001 DBYRNE 00000178 75327163

01 FC:481 40.00 OP
02 FC:482 350.00 BP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Page 2**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name Jessica Stone Levy
 Address (line 1) Preston Gates & Ellis LLP
 Address (line 2) 701 Fifth Avenue
 Address (line 3) Suite 5000
 Address (line 4) Seattle, WA 98107

Correspondent Name and Address

Area Code and Telephone Number (206) 623-7580

Name Jessica Stone Levy, Esq.
 Address (line 1) Preston Gates & Ellis LLP
 Address (line 2) 701 Fifth Avenue
 Address (line 3) Suite 5000
 Address (line 4) Seattle, WA 98104

PagesEnter the total number of pages of the attached conveyance document including any attachments.
10**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)		
75/327,163	1,901,624	2,116,648	2,185,824
75/323,379	2,236,962	2,275,122	1,935,729
	2,232,493	2,253,920	1,717,732

Number of Properties

Enter the total number of properties involved # 15

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$390.00

Method of Payment: Enclosed Deposit Account

Deposit Account

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

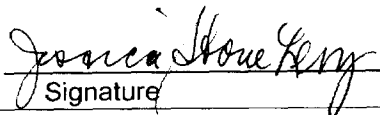
Deposit Account Number: # 16-2456

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.

Jessica Stone Levy

Name of Person Signing


Signature

1/4/00
Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

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.)

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)

1,717,732

1,893,034

1,745,119

1,892,040

1,773,476

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 13, 2000, is made by WIRELESS INTERNET, INC., a Delaware Corporation d/b/a Airmedia. com (the "Grantor"), in favor of Verus International Group Limited (the "Secured Party")

WITNESSETH:

WHEREAS, pursuant to a Binding Letter of Commitment, dated as of November 30, 2000 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Binding Letter of Commitment"), among the Grantor and the Secured Party, the Secured Party has made loans and agreed to make additional loans ("Credit Extensions") to the Grantor;

WHEREAS, in connection with the Binding Letter of Commitment, the Grantor has executed and delivered a Borrower Security Agreement, dated as of December 1, 2000 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the Credit Extensions (including the initial Credit Extension) under the Binding Letter of Commitment, the Grantor is required to execute and deliver this Agreement and to grant to the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;
and

WHEREAS, it is in the best interests of the Grantor to execute this Security Agreement inasmuch as the Grantor will derive substantial direct and indirect benefits from the Credit Extensions made from time to time to it by the Secured Party pursuant to the Binding Letter of Commitment;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Credit Extensions (including the initial Credit Extension) to it pursuant to the Binding Letter of Commitment, the Grantor agrees, for the benefit of each Secured Party, as follows:

8. ARTICLE VIII

SECTION 8.1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 8.2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

8.2.1 all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full in cash (or other satisfaction in full) of all Secured obligations, and the termination of all Commitments, the Secured Party shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Definitive Agreement, etc. This Agreement is a Definitive Agreement executed pursuant to the Binding Letter of Commitment and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WIRELESS INTERNET, INC.

By 

Name: Mark Bregman

Title: Chief Executive officer

VERUS INTERNATIONAL GROUP LIMITED

By 

Name: James M. Arkoosh

Title: Chief Operating officer

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Reg #</u>	<u>Reg Date</u>
UNITED STATES	ADVISE!	1,901,624	6/27/95
AUSTRALIA	AIRMEDIA	755059	1/14/00
CANADA	WINPAGE	469,942	1/28/97
GERMANY	AIRMEDIA	39753662	3/17/98
JAPAN	AIRMEDIA	4,246,113	3/5/99
SINGAPORE	AIRMEDIA	T97/13451F	3/11/97
UNITED STATES	AIRMEDIA	2,236,962	4/6/99
UNITED STATES	AIRMEDIA	2,232,493	3/16/99
UNITED STATES	AIRMEDIA	2,116,648	11/25/97
UNITED STATES	AIRMEDIA	2,275,122	9/7/99
UNITED STATES	AIRMEDIA LIVE!	2,253,920	6/15/99
UNITED STATES	CYBERSPACE DOORBELL	2,185,824	9/1/98
UNITED STATES	DOS PAGE	1,935,729	11/14/95
UNITED STATES	MACPAGE	1,717,732	9/22/92
UNITED STATES	MAILNOTIFY!	1,893,034	5/9/95
UNITED STATES	NOTIFY!	1,745,119	1/5/93
UNITED STATES	POCKETCALL	1,892,040	5/2/95
UNITED STATES	UPDATE!	1,773,476	5/25/93

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Appl. #</u>	<u>Filing Date</u>
EUROPEAN UNION (CTM)	AIRMEDIA	1710789	6/16/00
JAPAN	AIRMEDIA	2000-019280	2/9/00
UNITED STATES	AIRMEDIA LIVE INTERNET BROADCAST NETWORK	75/327,163	7/18/97
UNITED STATES	INTERNET ANTENNA	75/323,379	7/11/97

Trademark Applications in Preparation

None

Item B. Trademark Licenses

none

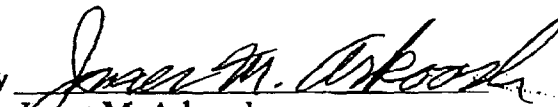
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DESIGNATION OF DOMESTIC REPRESENTATIVE

Preston Gates & Ellis LLP, whose postal address is 5000 Bank of America Tower, 701 Fifth Avenue, Seattle, Washington 98104-7078, is hereby designated applicant's representative upon whom notice or process in proceedings affecting the properties in Schedules A and B may be served.

DATED this 3 day of January, 2001.

VERUS INTERNATIONAL GROUP LIMITED

By 
James M. Arkoosh
Chief Financial Officer

K:42009000021XHKFUXHKFO21E1

SCHEDULE A

TRADEMARK	Serial No. / Reg. No.	Filing Date / Reg. Date
AIRMEDIA LIVE INTERNET BROADCAST NETWORK	75/327,163	7/18/97
INTERNET ANTENNA	75/323,379	7/11/97
ADVISE!	1,901,624	6/27/95
AIRMEDIA	2,236,962	4/6/99
AIRMEDIA	2,232,493	3/16/99
AIRMEDIA	2,116,648	11/25/97
AIRMEDIA	2,275,122	9/7/99
AIRMEDIA LIVE!	2,253,920	6/15/99
CYBERSPACE DOORBELL	2,185,824	9/1/98
DOS PAGE	1,935,729	11/14/95
MACPAGE	1,717,732	9/22/92
MAILNOTIFY!	1,893,034	5/9/95
NOTIFY!	1,745,119	1/5/93
POCKETCALL	1,892,040	5/2/95
UPDATE!	1,773,476	5/25/93

SCHEDULE B

PATENT TITLE	Serial No. / Patent No.	Filing Date / Issue Date
CONTACT ALERTS FOR UNCONNECTED US	08/970,655	11/14/97
CONTACT ALERTS FOR UNCONNECTED US	09/588,515	6/6/00
SYSTEM AND METHOD FOR TRANSMISSION	09/350,468	7/9/99
SYSTEM AND METHOD FOR TRANSMISSION	09/350,467	7/9/99
IMPROVEMENTS IN REMOTE CALL-TO-ACT	60/168,365	12/1/99
SYSTEM AND METHOD FOR TRANSMISSION	6,021,433	2/1/00