

04-23-2001



101683160

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 *MKT 4.2.01*

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

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

75936499

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership 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.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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.

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: 002277 FRAME: 0664

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)

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="75936499"/>	<input type="text" value="75926361"/>	<input type="text" value="75934659"/>
<input type="text" value="75297096"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2215601"/>	<input type="text" value="2080719"/>	<input type="text" value="2045052"/>
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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.

Michele Fagin

Name of Person Signing



Signature

3/28/11

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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

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DBA/AKA/TA

Composed of

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Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

Woodside Fund III SBIC, L.P.

DBA/AKA/TA

Composed of

Address (line 1)

350 Marine Pkwy

Address (line 2)

Address (line 3)

Redwood Shores

City

CA

State/Country

94065

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

Quest Capital Partnership

DBA/AKA/TA

Composed of

Address (line 1)

1700 Lincoln Street Suite 1800

Address (line 2)

Address (line 3)

Denver

City

Colorado

State/Country

80203

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

Colorado

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Receiving Party

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Name

Wincrest Ventures, L.P.

DBA/AKA/TA

Composed of

Address (line 1)

10111 Richmond Ave., Suite 225

Address (line 2)

Address (line 3)

Houston

TX

77042

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

Texas

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SECURITY AGREEMENT

THIS AGREEMENT, dated the 20th day of March, 2001 is by and between Mobilize, Inc., a Delaware corporation having its principal place of business at 5475 Mark Dabling Blvd., Suite 300, Colorado Springs, Colorado (the "Debtor") and the parties listed on Exhibit A (each a "Secured Party" and collectively the "Secured Parties") to that certain Note and Warrant Purchase Agreement of even date herewith (the "Purchase Agreement").

INTRODUCTION

Pursuant to the Purchase Agreement and the Notes issued pursuant thereto, the Debtor has promised to pay the Secured Parties the amounts described in the Notes pursuant to the terms set forth therein.

1. Security Interest. Subject to the terms of this Agreement, Debtor grants to Secured Parties, a security interest and lien ("Security Interest") in the Collateral (as hereinafter defined) to secure the payment and the performance of the Obligations (as hereinafter defined).

2. Purpose. This Security Agreement secures the obligation of Debtor to make payments to Secured Parties pursuant to the terms of the Notes (the "Obligations," which terms shall include all accrued interest and all costs and expenses provided for in such Notes). Notwithstanding anything herein or in the Purchase Agreement to the contrary, in the event that the Additional Principal Amount (as such term is defined in the Purchase Agreement) is returned to the Secured Parties under the terms of the Escrow Agreement, then the term Obligations shall be deemed to not include the Additional Principal Amount.

3. Collateral. Debtor grants to Secured Parties a security interest in all of the Debtor's present and future right, title and interest in and to all of the following property, whether now existing or hereafter acquired, created or arising (all of which is hereinafter called the "Collateral"):

a. all equipment and fixtures, as defined in the Uniform Commercial Code as in effect in the State of Colorado (the "Code") as of the date hereof, including, without limitation, all equipment used or useful in connection with the Debtor's business, and all machinery, tools, parts, furniture, furnishings, motor vehicles and other personal property, tangible or intangible, presently owned or hereafter acquired by the Debtor, together with additions and accessions thereto and substitutions and replacements therefor, and the products and proceeds (including insurance and condemnation proceeds) thereof;

b. all inventory and goods (including consumer goods) as defined in the Code, whether presently owned or hereafter acquired, including, without limitation, all inventory in the possession of others or in transit, all goods held for sale or lease or to be furnished under contracts for service or which have been so furnished, raw materials, work in process, and materials used or consumed or to be used or consumed in the business of the Debtor, and completed and unshipped merchandise, and the products and the proceeds (including insurance and condemnation proceeds) of the foregoing;

c. all accounts, chattel papers, instruments, documents and general intangibles, as defined in the Code, including those now existing and those hereafter arising or coming into existence, and including, without limitation, all accounts and accounts receivable arising in connection with the Debtor's business, all rights of payment for goods sold or leased or services rendered, all rights of payment under contracts whether or not currently due or not yet earned by performance and accounts receivable arising or to arise therefrom, and all rights of the Debtor in and to the goods represented thereby including returned and repossessed goods, and all rights the Debtor may have or acquire for securing or enforcing the foregoing, including, without limitation, the rights to reserves, deposits, income tax refunds, chosen in action, judgments or insurance proceeds, and the products and proceeds of all of the foregoing.

d. all goodwill, trade secrets, computer programs, customer lists, trade names, trademarks, copyrights, franchises, licenses and patents and the proceeds thereof;

e. all investment property, as defined in the Code, whether presently owned or hereafter acquired, and the products and proceeds of all of the foregoing;

f. all books and records relating to the conduct of Debtor's business;

g. all deposit accounts maintained by the Debtor;

to secure the payment and performance of all liabilities and obligations now or hereafter owing from the Debtor to the Secured Parties of whatever kind or nature, including but not limited to the Obligations.

4. Debtor represents and warrants to Secured Parties as follows:

a. Financing Statements. No financing statement covering the Collateral is or will be on file in any public office, except any financing statements relating to any security interest hereby created or security interests that are expressly subordinated to the security interests created hereby.

b. Ownership. Debtor owns the Collateral free from any setoff, claim, restriction, lien, security interest or encumbrance except liens for taxes not yet due and the security interest hereby created.

c. Power and Authority. Debtor has full power and authority to make this Security Agreement and has obtained all consents required to grant to the Secured Parties the Security Interest in the Collateral.

5. Debtor's Covenants. Debtor covenants to and agrees with Secured Parties as follows:

a. Obligations under this Security Agreement. Debtor shall perform promptly all of its agreements set forth herein and in the Notes.

b. Ownership of Collateral. Debtor shall defend the Collateral against all

claims and demands of all persons at any time claiming any interest therein adverse to Secured Parties. Debtor shall keep the Collateral free from all liens and security interests except those for taxes not yet due and payable and the security interest hereby created.

c. Notice of Changes. Debtor will notify Secured Parties immediately of any material change in the Collateral, of a change in Debtor's location, or of a change in any fact or circumstance warranted or represented by Debtor in this Security Agreement or furnished to Secured Parties, and of any Event of Default.

d. Use and Removal of Collateral. Debtor will not use the Collateral illegally nor permit the Collateral to be affixed to real property without the prior written consent of Secured Parties.

e. Perfection of Security Interests. Debtor will file a UCC-1 financing statement with the secretary of state of Colorado. Debtor will file appropriate documents in the US Patent and Trademark Office to perfect the security interest in all pending applications and registrations of trademarks and servicemarks owned by Debtor. In the event that additional filings are required to perfect a security interest in the Collateral, Debtor will take all steps necessary to do such filings.

6. Rights and Powers of Secured Parties. Secured Parties may in their discretion after the occurrence of an Event of Default and without liability to Debtor exercise any of the following rights so long as the holders of a majority of the Obligations approve of such actions: require Debtor to give possession or control of any Collateral to Secured Parties; take control of proceeds; release Collateral in its possession to any debtor, temporarily or otherwise; take control of funds generated by the Collateral, such as cash distributions interest and proceeds or refunds from insurance, and use same to reduce any part of the Obligations and exercise all other rights which an owner of such Collateral may exercise. Secured Parties shall not be liable for failure to collect any account or instrument, or for any act or omission on the part of the Secured Parties, its officers, agents or employees, except willful misconduct. The foregoing rights and powers of Secured Parties will be in addition to, and not a limitation upon, any rights and powers of Secured Parties given by law, elsewhere in this Security Agreement, or otherwise. The Secured Parties may, upon the approval of the holders of a majority of the Obligations, appoint an agent to take actions with respect to the Collateral. Upon such appointment by the holders of the Obligations, such agent shall have the power to control, hold, administer, investigate, and collect proceeds on the Collateral and may have any powers which are granted to the Secured Parties hereunder which the holders of a majority of the Obligations may grant to such agent. The Company shall pay all reasonable expenses of such agent. In all instances in which the Secured Parties may take action as provided for above, such action shall be taken by all such Secured Parties and any decisions by the holders of a majority of outstanding principal and accrued and unpaid interest on the Notes relating to taking or forbearing from taking action shall be the decision of all of the Secured Parties. The Secured Parties hereby agree among themselves that all Collateral and proceeds therefrom will be distributed among the Secured Parties in proportion to the Obligations owed to such Secured Party. The Secured Parties hereby agree among themselves to institute a procedure whereby each Secured Party shall account to the other Secured Parties upon receipt by such Secured Party of a portion of the Collateral or proceeds thereof.

7. Remedies of Secured Parties Upon Default. When an Event of Default occurs, and at any time thereafter, Secured Parties without notice or demand may declare the Obligations in whole or in part immediately due and may enforce payment of the same and exercise any rights under the Code as well as all other rights and remedies of Secured Parties under this Security Agreement.

8. Waiver. No delay of Secured Parties in exercising any power or right shall operate as a waiver thereof, nor shall any single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any other power or right. No waiver by Secured Parties of any right hereunder or of any default by Debtor shall be binding upon Secured Parties unless in writing, and no failure by Secured Parties to exercise any power or right hereunder or waiver of any default by Debtor shall operate as a waiver of any other or further exercise of such right or power or of any further default.

9. Definitions. Capitalized terms used herein but not defined shall have the respective meanings ascribed to them in the Purchase Agreement or Notes. Unless the context indicates otherwise, the definitions in the Code apply to other words and phrases in this Security Agreement; if Code definitions conflict, Code Chapter 9 definitions apply.

10. Notice and Modifications. Notices required hereunder shall be made pursuant to the terms of the Purchase Agreement. Amendments to this Security Agreement may be made as described in the Purchase Agreement.

11. Severability. The unenforceability of any provision of this Security Agreement shall not affect the enforceability or validity of any other provision.

12. APPLICABLE LAW. THIS SECURITY AGREEMENT SHALL BE CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.


13. Financing Statement. A carbon, photographic or other reproduction of this security agreement or any financing statement covering the Collateral shall be sufficient as a financing statement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO SECURITY AGREEMENT

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above.

MOBILIZE, INC.


Steve Sirman, Secretary

PURCHASERS:

CATALYST ENTREPRENEURIAL FUND I, LP

By: Catalyst Partners, Inc. its General Partner

By: _____

Valerie J. Anderson, President

SI VENTURE FUND II, L. P.

By: SI Venture Management II, L.L.C., its General Partner

By: _____

John F. Halligan, its Managing Director

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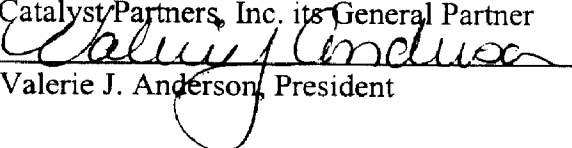
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