

10-29-2001



RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. Department of Commerce  
Patent and Trademark Office

To

101887919

emarks: Please record the attached original documents or copy thereof.

10-16-01

1. Name of conveying party(ies):

WindWire, Inc.

- Individual
- General Partnership
- Corporation-State: Delaware
- Other

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

2. Name and address of receiving party(ies):

Silicon Valley Bank  
3003 Tasman Drive  
Santa Clara, California 95054

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other California State Chartered Bank

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  No

3. Nature of conveyance:

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

Execution Date: July 27, 2001

4. Application number(s) or registration number(s)

A. Trademark Application No(s): 76/185891, 76/105500, 76/022833, 76/105082

B. Trademark Registration No(s):

SEP 16 2001

Additional numbers attached?  Yes  No

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

W. Christopher Matton  
Kilpatrick Stockton LLP  
3737 Glenwood Avenue, Suite 400  
Raleigh, North Carolina 27612

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41) \$ 115.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:

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.*

W. Christopher Matton  
Name of Person Signing

[Signature]  
Signature

September 17, 2001  
Date

Total number of pages comprising cover sheet: 1

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

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TRADEMARK  
REEL: 2390 FRAME: 0310

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement dated July 27, 2001, is between SILICON VALLEY BANK ("Bank") and WINDWIRE, INC. ("Grantor").

### RECITALS

A. Grantor has requested that Bank execute and deliver a Consent and Waiver, dated as of the date hereof, in connection with the creation of indebtedness to be evidenced by convertible promissory notes in the aggregate principal amount of up to \$1,000,000.

B. Bank has agreed to execute and deliver the Consent and Waiver and to make advances to Grantor ("Loans") as described in the Loan and Security Agreement, dated as of September 18, 2000 (the "Loan Agreement"), but only if Grantor grants to Bank a specific security interest in its Copyrights, Trademarks, and Patents pursuant to the terms and conditions hereof.

C. Grantor has granted Bank a security interest in all of its right, title and interest, presently existing or later acquired, to all the Collateral.

D. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Loan Agreement.

### AGREEMENT

Grantor grants Bank a security interest in all of its right, title and interest in its Intellectual Property (as defined in the Loan Agreement and including, without limitation, the Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C and D), and all proceeds thereof (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part, but excluding any of Grantor's rights under licenses from third parties that cannot be transferred.

If any Copyright, Patent or Trademark application is made or registration issues to Grantor after the date hereof, within thirty (30) days of such application or receipt of such certificate, Grantor will deliver to Bank a copy of such application and certificate and an assignment for security in such Copyright, Patent or Trademark application or registration, in form reasonably satisfactory to Bank. In the event Grantor fails to take any action to maintain any Copyright, Patent, or Trademark of Grantor, Bank may, in Bank's sole discretion and at Grantor's sole expense, take such action as is reasonably necessary to maintain any such Copyright, Patent, or Trademark of Grantor.

Notwithstanding any other term or condition of this Agreement to the contrary, this Agreement will terminate and be of no further force or effect, and Bank will promptly take all necessary steps to ensure that the security interests granted hereunder are released and terminated, if the Company consummates an Equity Financing on or before August 31, 2001. In the event of any such Equity Financing on or before August 31, 2001 and the termination of this Agreement, neither the Loan Agreement nor the other Loan Documents will be otherwise affected and such Loan Agreement and other Loan Documents will remain in full force and effect. For purposes of this Agreement, an "Equity Financing" shall mean the Company's sale of \$5,000,000 of equity securities in one transaction or a series of related transactions to venture capital, institutional or private investors reasonably acceptable to Bank.

This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Bank's rights and remedies in the security interest are in addition to those in the Loan

Agreement and the other Loan Documents, and those available in law or equity. Bank's rights, powers and interests are cumulative with every right, power or remedy provided herein. Bank's exercise of its rights, powers or remedies in this Agreement, the Loan Agreement or any other Loan Document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

This Agreement shall be governed by the laws of the State of North Carolina, without regard for choice of law provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SILICON VALLEY BANK

WINDWIRE, INC.

*Andrew A. Row*  
(Signature)

\_\_\_\_\_  
(Signature)

*Sr. Vice President*  
(Title)

\_\_\_\_\_  
(Title)

Agreement and the other Loan Documents, and those available in law or equity. Bank's rights, powers and interests are cumulative with every right, power or remedy provided herein. Bank's exercise of its rights, powers or remedies in this Agreement, the Loan Agreement or any other Loan Document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

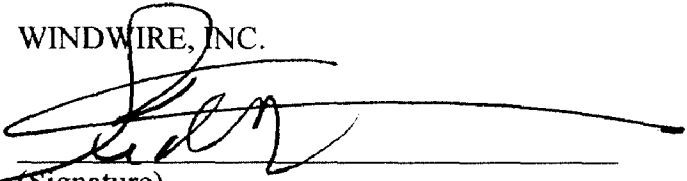
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SILICON VALLEY BANK

WINDWIRE, INC.

\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

  
\_\_\_\_\_  
(Title)

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
WindCaster computer software product and related documentation		

EXHIBIT B

Patents

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
Server modules, server to server ad serving, third party ad serving	9213-10	3/5/01
Microcaster	9213-7	5/18/01
Call-thru	9213-8	7/13/01
Audio advertisements (provisional)	9213-11	8/10/00
Dynamic opt-in (provisional)	9213-12	12/1/00

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial Number</u>	<u>Filing Date</u>
Mobile Marketing, Maximum Impact	76/185891	12/22/00
WindCaster	76/105500	8/8/00
WindWire	76/022833	4/11/00
WindWire	76/105082	8/8/00

EXHIBIT D

Mask Works

Description

NONE