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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of F

and original documents or copy thereof.

1. Name of conveying party(ies): Yipes Communications, Inc. Individual(s) Association General Partnership Limited Partnership Corporation-State California Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Norwest Venture Partners VII, L.P. Internal Address: Street Address: 525 University Ave., Suite 800 City: Palo Alto State: CA Zip: 94301 Individual(s) citizenship Association General Partnership Limited Partnership MN 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 No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: 12272001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75792611 75853145 75852446 Additional number(s) attached Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Mark Hartwell Internal Address: Brobeck, Phleger & Harrison LLP Spear Street Tower Street Address: One Market San City: Francisco State: CA Zip: 94105

6. Total number of applications and registrations involved: 3 7. Total fee (37 CFR 3.41): \$ 90.00 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. Mark Hartwell Name of Person Signing Signature December 27, 2001 Date Total number of pages including cover sheet, attachments, and document: 12

01/09/2002 DBYRNE 01 FC:481 02 FC:482

00000062 75792611 Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231 40.00 OP 50.00 OP

TRADEMARK REEL: 002419 FRAME: 0198



INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of December 27, 2001, is made between Yipes Communications, Inc., a California corporation (the "Pledgor"), and Norwest Venture Partners VII, L.P. (together with its successors and assigns, "Secured Party") as representative and collateral agent for and on behalf of the Investors (as defined below).

WHEREAS

(A) Yipes Communications Group, Inc. (the "Debtor") has issued certain Convertible Secured Promissory Notes (as amended, modified, renewed, or extended from time to time, each a "Note" and collectively the "Notes") pursuant to that certain Convertible Note Purchase Agreement dated December 27, 2001 between the Debtor, the investors party thereto from time to time (together with their successors and assigns, each an "Investor" and collectively the "Investors") and the Secured Party (such Convertible Note Purchase Agreement as amended, modified or otherwise varied from time to time, the "Note Agreement").

(B) The obligations of the Debtor pursuant to the Notes, Note Agreement and other Transaction Documents (as defined in the Note Agreement) have been guaranteed by Pledgor.

(C) It is a condition precedent to the obligations of the Investors pursuant to the Note Agreement that the Pledgor secure its obligations to Secured Party and the Investors with substantially all of its personal property and Pledgor and Secured Party have entered into a Security Agreement dated of even date herewith (as amended, modified, renewed or extended from time to time the "Security Agreement") for such purposes.

(D) It is further condition precedent to the obligations of the Investors pursuant to the Note Agreement that the Pledgor execute and deliver this Agreement for filing by Secured Party with the United States Patent and Trademark Office (the "PTO") and United States Copyright Office (the "Copyright Office") (and any other relevant recording systems in any domestic or foreign jurisdiction) as further evidence of and to effectuate such grant of a security interest in the intellectual property rights of the Pledgor.

Accordingly, Pledgor and Secured Party hereby agree as follows:

SECTION 1 Definitions; Interpretation.

(a) All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement and the rules of construction set out in the Security Agreement shall be equally applicable hereto.

(b) As used in this Agreement, the following terms shall have the following meanings:

“Secured Obligations” means the indebtedness, liabilities and other obligations of Pledgor to Secured Party and the Investors, whether created under, arising out of or in connection with the Note Agreement, the Notes, the Guaranties or any of the other Transaction Documents or otherwise, including, without limitation, all unpaid principal of the Notes, all interest accrued thereon, or otherwise all fees and all other amounts payable by Debtor to the Investors or Secured Party thereunder or in connection therewith, whether now existing or hereafter arising, and whether due or to become due, absolute or contingent, liquidated or unliquidated, determined or undetermined.

SECTION 2 Grant of Security Interest.

(a) As a continuing security for the payment and performance of the Secured Obligations the Pledgor hereby grants, conveys and assigns a security interest in and mortgage to Secured Party of all of Pledgor’s rights, title and interests in, to and under the following property, whether now existing or owned or hereafter acquired, developed or arising (collectively, the **“Intellectual Property Collateral”**):

(i) all intellectual property rights of any nature or character including, without limitation, and whether domestic or foreign: (A) all patents and patent applications, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (B) all copyrights and applications for copyright, together with the underlying works of authorship (including titles), whether or not the underlying works of authorship have been published and whether said copyrights are statutory or arise under the common law, and whether registered or unregistered, and all other rights and works of authorship, all rights, claims and demands in any way relating to any such copyrights or works, including royalties and rights to sue for past, present or future infringement, and all rights of renewal and extension of copyright; (C) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof; and (D) all trade secrets, trade dress, trade styles, logos, other sources of business identifiers, mask-works, mask-work registrations, mask-work applications, software, confidential information, customer lists, license rights, advertising materials, operating manuals, methods, processes, know-how, algorithms, formulae, databases, quality control procedures, product, service and technical specifications, operating, production and quality control manuals, sales literature, drawings, specifications, blue prints, descriptions, inventions, name plates and catalogs (the foregoing rights and interests collectively, the **“Intellectual Property Rights”**) and including, without limitation, those Intellectual Property Rights listed, from time to time, on the Exhibits to this Agreement; and

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

(iii) all general intangibles and all intangible intellectual or other similar property of the Pledgor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all products and proceeds at any time of any and all of the foregoing including products of products and proceeds of proceeds.

SECTION 3 Future Rights. Except as otherwise expressly agreed to in writing by Secured Party, if and when the Pledgor shall obtain rights to any new Intellectual Property Rights, or obtain rights or benefits with respect to any reissue, division, continuation, renewal, extension or continuation-in-part of any Intellectual Property Rights, or any improvement of any Intellectual Property Rights, which Intellectual Property Rights if existing at the date hereof would be within the scope of Section 2, the provisions of Section 2 shall automatically apply thereto. The Pledgor shall give to Secured Party prompt notice of any new Intellectual Property Rights to which Secured Party acquires or otherwise becomes entitled to the benefit of and of any registrations or applications the Pledgor may make or obtain to any Intellectual Property Rights. The Pledgor shall do all things deemed necessary or advisable by Secured Party to ensure the validity, perfection, priority and enforceability of the security interests of Secured Party in such future acquired Intellectual Property Collateral. The Pledgor hereby authorizes Secured Party to modify, amend, or supplement the Exhibits hereto and to reexecute this Agreement from time to time on Pledgor's behalf and as its attorney-in-fact to include any such future Intellectual Property Collateral and to cause such reexecuted Agreement or such modified, amended or supplemented Exhibits to be filed with the PTO or Copyright Office as applicable.

SECTION 4 Secured Party's Duties. Notwithstanding any provision contained in this Agreement, Secured Party shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to the Pledgor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Secured Party hereunder or in connection herewith, Secured Party shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Intellectual Property Collateral.

SECTION 5 Secured Party's Rights and Remedies.

(a) Secured Party shall have all rights and remedies available to it under this Agreement, the Security Agreement and applicable law with respect to the security interests in any of the Intellectual Property Collateral. Pledgor agrees that such rights and remedies include, but are not limited to, the right of Secured Party as a secured party to sell or otherwise dispose of the Intellectual Property Collateral pursuant to the UCC.

(b) In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Secured Party shall have the right (but shall in no way be obligated) and the Pledgor hereby constitutes and appoints Secured Party (and any of Secured Party's officers or employees or agents designated by Secured Party) as the Pledgor's true and lawful attorney-in-fact with full power and authority (which appointment is coupled with an interest and is irrevocable) to: (A) assert or retain any rights under any license agreement for any of the Intellectual Property Collateral, including without limitation any rights

of the Pledgor arising under Section 365(n) of the United States Bankruptcy Code; (B) execute any and all applications, documents, papers and instruments for Secured Party to use the Intellectual Property Collateral, to grant or issue any exclusive or non-exclusive license or sublicense with respect to any Intellectual Property Collateral, and to assign, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral; and (C) to bring suit, or to take such other action as Secured Party deems necessary or advisable, in the name of the Pledgor or Secured Party, to enforce or protect any of the Intellectual Property Collateral, in which event the Pledgor shall, at the request of Secured Party, do any and all lawful acts and execute any and all documents required by Secured Party in aid of such enforcement. To the extent that Secured Party shall elect not to bring suit to enforce such Intellectual Property Collateral, Pledgor agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violations thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

SECTION 6 Security Agreement. The provisions of Sections 9 through (and including) 18 of the Security Agreement are incorporated herein by reference and shall be applied as if references to the "Collateral," and "Agreement" therein were references to the "Intellectual Property Collateral" and this "Agreement" respectively. The Pledgor acknowledges that the rights and remedies of the Secured Party with respect to the security interests in the Intellectual Property Collateral granted hereby are more fully set forth in the Security Agreement and that such rights and remedies are cumulative.

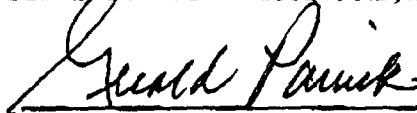
SECTION 7 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

THE PLEDGOR

YIPES COMMUNICATIONS, INC.



Gerald Parrick
Chief Executive Officer

[SIGNATURE PAGE TO INTELLECTUAL
PROPERTY SECURITY AGREEMENT]

sf-1226100

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

THE PLEDGOR

YIPES COMMUNICATIONS, INC.

By: _____
Title: _____

THE SECURED PARTY:

NORWEST VENTURE PARTNERS VII L.P.
in its capacity as representative of and collateral
agent for the Investors.

By: *Manuel Hoffe*
Title: *Partner*

SIGNATURE PAGE TO INTELLECTUAL
PROPERTY SECURITY AGREEMENT

EXHIBIT A

Issued Patents of Pledgor

<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventors</u>	<u>Title</u>	<u>Secured Party</u>	<u>Country of Filing</u>
U.S. Patent No. 6,282,172 B1	08/28/01	Frank Robles, Peter Kaminski	Method and Apparatus for Generating Acknowledgement Signals in a Data Communication System	None	United States

EXHIBIT A

Pending Patent Applications of Pledgor

<u>Application No.</u>	<u>Filing Date</u>	<u>Inventors</u>	<u>Title</u>	<u>Country of Filing</u>
Serial No. 08/831,321	4/1/97	Frank Robles, Peter Kaminski	Method and Apparatus for Transmitting Data	U.S.A.

EXHIBIT B

Trademarks of Pledgor

<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>	<u>Country of Filing</u>
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None.

EXHIBIT B

Pending Trademark Applications of Pledgor

<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>	<u>Country of Filing</u>
Serial No. 75/792,611	9/3/99	Yipes Communications, Inc.	YIPES (CLASS 38, CLASS 42)	United States
Serial No. 75/853,145	11/18/99	Yipes Communications, Inc.	YIPESOFT (CLASS 38)	United States
Serial No. 75/852,446	11/18/99	Yipes Communications, Inc.	YIPES COMMUNICATIONS	United States

EXHIBIT C

Copyright/Mask-Work Registrations of Pledgor

<u>Copyright/Mask Work</u>	<u>Reg. No.</u>	<u>Date of Issue</u>	<u>Country of Filing</u>
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On December 26, 2001, Yipes Communications, Inc. filed a copyright application for "trueIP," as evidenced by "Receipt for Special Handling Request" No. 16284 from the Copyright Office, Library of Congress.