

06-05-2002

Form PTO-1594

REC

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OMB No. 0651-0027 (exp. 5/31/2002)

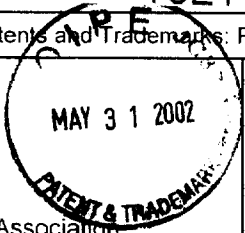
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office



102111909

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.



1. Name of conveying party(ies):  
**InPhonic, Inc.**  
**5-31-02**

Individuals       Association  
 General Partnership       Limited Partnership  
 Corporation-DE  
 Other

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

2. Name and address of receiving party(ies)  
Name: **Comerica Bank - California, successor Internal**  
Address: **by merger to Imperial Bank**  
Street Address: **333 W. Santa Clara St.**  
City: **San Jose** State: **CA** Zip: **95113**

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State  
 Other **California 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: **March 1, 2002**

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

A. Trademark Application No.(s)  
76/111,786; 76/291,928; 76/291,929;  
76/291,930; 76/297,143

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

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

Name: **Barbara P. Smiley**  
Internal Address:  
**Cooley Godward LLP**  
Street Address: **11951 Freedom Drive**  
City: **Reston** State: **VA** Zip: **20190**

6. Total number of applications and trademarks involved: **5**

7. Total fee (37 CFR 3.41)..... \$ **140.00**

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.*

**Barbara P. Smiley**      *Barbara Smiley*      **May 25, 2002**  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and documents: **6**

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

06/04/2002 00MED1 00000146 76111786

01 FC:481 136405 V1/RE 2X91011.DOC  
02 FC:482

40.00 OP  
100.00 OP

**TRADEMARK  
REEL: 2518 FRAME: 0583**

# AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 1, 2002 by and between COMERICA BANK-CALIFORNIA, successor by merger to IMPERIAL BANK ("Bank") and INPHONIC, INC., a Delaware corporation ("Grantor"). This Intellectual Property Agreement amends, restates and replaces that certain Intellectual Property Security Agreement dated May 2, 2000 between Grantor and Bank (the "Original Agreement"), in its entirety.

## RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Second Amended and Restated Loan and Security Agreement by and among Bank, Simlpc Acquisition Corp. and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Borrowers, but only upon the condition, among others, that Borrowers shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Borrowers under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

1010 Wisconsin Avenue, Suite 250  
Washington, DC 20007

Attn: \_\_\_\_\_

**INPHONIC, INC.**

By: 

Title: \_\_\_\_\_

**BANK:**

Address of Bank:

226 Airport Parkway  
San Jose, CA 95110

Attn: Corporate Banking Center

**COMERICA BANK - CALIFORNIA**

By: 

Title: VP

**EXHIBIT A**  
**COPYRIGHTS**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
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NONE

**EXHIBIT B**

**PATENTS**

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
VIRTURAL PRIVATE WIRELESS NETWORK	09/777,046	05/14/2001

**EXHIBIT C**  
**TRADEMARKS**

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
INPHONIC	76/111,786	08/17/2000
UNIFIED INFORMATION	76/291,928	07/30/2001
WELCOME TO OUR WIRELESS WORLD	76/291,929	07/30/2001
WE DELIVER CELLULAR	76/291,930	07/30/2001
INPHONIC INPOWER	76/297,143	08/09/2001