

07-29-2002

FORM PTO-1594

R

U.S. DEPARTMENT OF COMMERCE

(Rev. 03/01)

Patent and Trademark Office

OMB No. 0651-0027 (exp. 05/31/2002)



102171952

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

1. Name of conveying party(ies): **Telephia, Inc.**

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

7.22.02

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: June 7, 2002

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

Name: **Silicon Valley Bank**

Internal Address: HA155

Street Address: 3003 Tasman Drive

JUL 27 2002

City: Santa Clara

State: CA

ZIP: 95054

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State-Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

78/063,188

B. Trademark No.(s)

2,527,343

2,481,537

2,550,997

Additional numbers attached? Yes No

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

Name: **Silicon Valley Bank**

Internal Address: Loan Documentation HA155

Street Address: 3003 Tasman Dr.

City: Santa Clara

State: Ca

ZIP: 95054

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:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

07/25/2002 TBIAZ1 00000006 78063188

01 FC:481

40.00 OP

02 FC:482

75.00 OP

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.

Susan Clay

Name of Person Signing

Signature

DATE: 7/8/02

Total number of pages including cover sheet, attachments, and document:

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

Commissioner of Patent & Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK
REEL: 002550 FRAME: 0758

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 7, 2002 by and between SILICON VALLEY BANK ("Bank") and Telephia, Inc. ("Grantor").

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 Loan and Security Agreement by and between Bank and Grantor dated as 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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, 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, Trademarks and Mask Works listed on Schedules A, B, C, and D 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.

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:

Telephia, Inc.

Address of Grantor:

101 Green Street
San Francisco, CA 94111

Attn: _____

By: Michael F. Selt

Title: CFO

BANK:

SILICON VALLEY BANK

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: Christopher Wagner

By: [Signature]

Title: Senior Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

Patents

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
"System and Method for Gathering Data from Wireless Communications Networks" (DGN)	USPTO No. 09/271,105; Continuation-In-Part No. 09/392,012; PCT No. US00/06652; EC No. 00917924.3; Australia No. 38823/00; Canada No. _____	PTO filing: 03/17/99; CIP filing: 09/08/99; Amendment Response to 1 st Office Action filed 03/05/02; PCT filing: 03/14/00; EC, Australia & Canada filings: 03/14/00;
"System and Method for Measuring Wireless Device and Network Usage and Performance Metrics" (Tracker)	USPTO No. 09/654,486; PCT No. US01/27235	PTO filing: 09/01/00; PCT filing: 08/31/01
"Wireless Network Monitoring" (SMS)	USPTO No. 09/953,488; PCT No. US01/28682	PTO filing: 09/14/01; PCT filing: 09/14/01
"Method and System of Measuring Data Quality of Service on a Wireless Network Using Multiple Remote Units and a Back End Processor" (RMN) - Telephia has an <u>exclusive</u> worldwide license to use the patented technology owned by Invertix Corporation, and to sublicense the use to others outside the U.S.	USPTO No. 09/550,955	PTO filing: 04/17/00

Trademarks

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
"Telephia"	USPTO 2481537; ✓ EC 1566975; Australia 828020; Hong Kong 2000/5409	Registered in PTO 08/28/01; Registered in EC 05/28/01; Registered in Australia 04/05/01; Filed in Hong Kong 03/15/00
"Telephia" and Design	USPTO 2527343 ✓	Registered in PTO 01/08/02
"Essential Intelligence"	{ Reg. # 2,550,997 } USPTO 76/024543 ✓	Filed in PTO 04/13/00
Rooftop Design Logo	USPTO 78/063188 ✓	05/11/01

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date