



To the Honorable Commissioner of Patents and Trademarks

Submitted in original documents or copy thereof.

102236167

1. Name of conveying party(ies):
 Televoke, Inc.
 612 Howard Street, Suite 300
 San Francisco, CA 94105

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Intellectual Property Security Agreement

Execution Date: September 27, 2002

2. Name and address of receiving party(ies):
 Name: Mobius Technology Ventures VI L.P.
 Internal Address: _____
 Street Address: 200 W. Evelyn Street, Suite 200
 City: Mountain View State: CA ZIP: 94041

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation must be a separate document from Assignment).
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
75/805,147

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
None

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Cooley Godward LLP
 Internal Address: Attn: Ankey To
 Street Address: One Maritime Plaza, 20th Floor
 City: San Francisco State: CA ZIP 94111

6. Total number of applications and registration involved: 1

7. Total fee (37 CFR 3.41):..... \$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 03-3115
 (Attach duplicate copy of this page if paying by deposit account)

10/01/2002 JJALLAH2 00000006 75805147

DO NOT USE THIS SPACE

01 ~~FC:481~~ 40.00 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.

Ankey To
 Ankey To

September 27, 2002
 Date

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

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 27, 2002 by and between TELEVOKE INC., a California corporation (“GRANTOR”) and MOBIUS TECHNOLOGY VENTURES VI L.P. as the Collateral Agent for the ratable benefit of the Investors (as such terms are defined in the Security Agreement (defined below) (the “AGENT”).

RECITALS

A. The Investors have made and may in the future make certain advances of money to Grantor (the “*Loans*”) in the amounts and manner set forth in those certain Subordinated Secured Convertible Promissory Notes executed by Grantor in favor of the Investors (collectively, as the same may be amended, modified or supplemented from time to time, the “*Notes*”) and that certain Secured Note Purchase Agreement, of even date hereof, by and between Grantor and the Investors (as the same may be amended, modified or supplemented from time to time, the “*Purchase Agreement*”). The Investors are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to the Agent for the ratable benefit of the Investors a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Notes and Purchase Agreement.

B. Pursuant to the terms of that certain Security Agreement, dated of even date herewith, by and between Grantor and the Agent and the Investors (as the same may be amended, modified or supplemented from time to time, the “*Security Agreement*”), Grantor has granted to Agent a security interest in all of Grantor’s right, title and interest in, to or under all of the Grantor’s assets. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

AGREEMENT

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 Notes, Purchase Agreement and Security Agreement (collectively, the “*Loan Documents*”), Grantor hereby represents, warrants, covenants and agrees as follows:

To secure its obligations under the Loan Documents and under all other agreements now existing or hereafter arising between Grantor and the Investors, Grantor grants and pledges to Agent a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibit A 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 Agent under the Security Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are subject to the terms of the Security Agreement and are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now

or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Security 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 Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security 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 Agent, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibit A 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.

[Signature pages follow.]

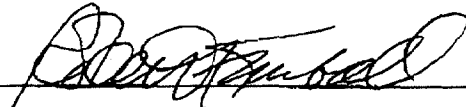
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

AGENT:

TELEVOKE INC.

MOBIUS TECHNOLOGY VENTURES VI, L.P.

By: 

By: _____

Print Name: Robert Kimball

Print Name: _____

Title: President & CEO

Title: _____

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:

AGENT:


TELEVOKE INC.

MOBIUS TECHNOLOGY VENTURES VI L.P.

By: _____

By: Mobius VI LLC, its General Partner

Print Name: _____

By:  _____

Title: _____

D. Rex Golding, Managing Director

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A**Patents, Trademarks and Copyrights****Patents Pending:**


Applicant's Name	Date Filed	Application No.	Invention	Primary Inventor
Televoke Inc.	July 6, 1999	09/347,389	Automated User Notification System	S. Richard Bentley
Televoke Inc.	April 11, 2000	09/547,270	Automated User Notification System	S. Richard Bentley
Televoke Inc.	April 11, 2000	09/547,272	Automated User Notification System	S. Richard Bentley
Televoke Inc.	May 16, 2001	09/837,738	Software and Protocol Structure for an Automated User Notification System	S. Richard Bentley
Televoke Inc.	November 21, 2001	09/991,054	Automated User Notification System	S. Richard Bentley
Televoke Inc.	November 21, 2001	09/990,614	Automated User Notification System	S. Richard Bentley

Trademarks:

Registered Owner	Trademark Description	Registration No.	Registration Date
Televoke Inc.	"Connecting People To Things"	75/805,147	January 22, 2002

OREGON SECRETARY OF STATE
► Corporation Division

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 uniform commercial code **uniform commercial code search** special services



All Debtors Search Results

Certified Through: Tuesday 09/24/2002

Lien No	Former Lien	Debtor Name	Address	City	Begin Date	Secured Party Name
--	--	KENTROX, LLC	--	--	--	--

showing above is the considered search criteria according to your input.

Search Result (0 records are retrieved)

RECORD No	NAME	ADDRESS	CITY	LIEN NO	TYPE	FILED	TERMINATED	EXPIRED
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NO MATCHING RECORDS FOUND

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You Searched For: **Timeplex, LLC**

Within UCC Entity Search : **Debtor Name**

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Payment Information

Pay Online via **Credit Card Account**. Please note that charged for a Timed Update been sent to you.

	Debtor Name	Filing Number	Purchase Status Report	Purchase Timed Update (example date format: 01/23/2002)	Purchase Timed Update (example date format: 01/23/2002)
1	TIMEPLEX LLC	1923317	<input type="checkbox"/>		
2	TIMEPLEX LLC	1986159			
3	TIMEPLEX LLC	2035562			
4	TIMEPLEX LLC	2035733			

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