

12-17-2002



102313244

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 03/02)

RE

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

Tab settings

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

1. Name of conveying party(ies):
AWS Convergence Technologies, Inc.

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**
Internal
Address:
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: **November 1, 2002**

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

A. Trademark Application No.(s)
78/105,793; 78/098,858;78/066,850
(See Attached List)

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: **11**

7. Total fee (37 CFR 3.41)..... \$ **290.00**

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* **12/12/2002**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: **7**

12/17/2002 LMUELLER 00000037 78105793

01 FC:8521
02 FC:8522

40.00 OP
250.00 OP

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

153608 v1/RE
3@\$W01!.DOC

TRADEMARK
REEL: 002634 FRAME: 0672

**CONTINUATION 4.
TRADEMARK APPLICATION NO.(S)**

Description	Registration/Application Number	Registration/Application Date
American Weather Service	78/060,365	4/25/01
Online Weather Network	78/047,499	2/9/01
Brand Wrap	78/046,895	2/6/01
Adwrap	78/035,342	11/15/00
Weatherbug	76/176,703	12/6/02
Instasports	2314353	2/1/00
Airwatch	2178378	8/4/98
Automated Weather Source (Image)	1937862	11/28/95

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 1, 2002 by and between COMERICA BANK - CALIFORNIA ("**Bank**") and AWS CONVERGENCE TECHNOLOGIES, INC., a Delaware corporation ("**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 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 Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor 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 on the date hereof 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.

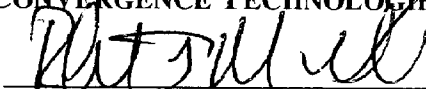
GRANTOR:

Address of Grantor:

2-5 Metropolitan Court
Gaithersburg, MD 20878

Attn: _____

AWS CONVERGENCE TECHNOLOGIES, INC.

By: 

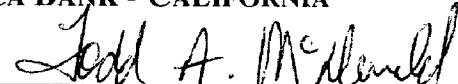
Title: President / CEO

BANK:

Address of Bank:

9920 South La Cienega Blvd., Suite 1401
Inglewood, CA 90301
Attention: Manager

COMERICA BANK - CALIFORNIA

By: 

Title: VP

EXHIBIT A
COPYRIGHTS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
--------------------	--------------------------------	------------------------------

None.

EXHIBIT B

PATENTS

Description	Registration/ Application Number	Registration/ Application Date
--------------------	-------------------------------------------------	-----------------------------------------------

None.

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
Sponsor Select	78105793	1/30/02
Desktop Weather	78098858	12/18/01
Powerbug	78066850	6/1/01
American Weather Service	78060365	4/25/01
Online Weather Network	78047499	2/9/01
Brand Wrap	78046895	2/6/01
Adwrap	78035342	11/15/00
Weatherbug	76176703	12/6/02
Instasports	2314353	2/1/00
Airwatch	2178378	8/4/98
Automated Weather Source (Image)	1937862	11/28/95