

01-13-2003

FORM PTO-1594  
(Rev. 5-93)



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

102335209

To the Honorable Commissioner of Patents

Original documents or copy thereof.

<p>1. Name of conveying party(ies): SPATIAL COMMUNICATIONS TECHNOLOGIES, INC.</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: DELAWARE Other:</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of Conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Date: December 18, 2002</p>	<p>2. Name and address of receiving party(ies): Name: COMERICA BANK-CALIFORNIA, successor in interest to IMPERIAL BANK Address: 9920 S. LA CIENEGA BLVD., SUITE 1401 City: INGLEWOOD State: CA Zip: 90301</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: Other: a California banking corporation</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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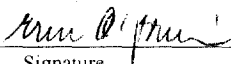
<p>4. Application number(s) or trademark number(s): A. Trademark Application No.(s) 76/363,617 - 76/364,145 76/363,622 -</p>	<p>B. Trademark Registration No.(s)</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Erin O'Brien Internal Address: GRAY CARY WARE &amp; FREIDENRICH 4365 Executive Drive, Suite 1100 San Diego, California 92121-2133</p>	<p>6 Total number of applications and registrations involved: 3</p> <p>7. Total fee (37 CFR 3.41) . . . . . \$90.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Erin O'Brien  January 8, 2003  
 Name of Person Signing Signature Date  
 Total number of pages comprising cover sheet: [ 7 ]

Mail Documents to be recorded with required cover sheet information to:  
 U.S. Patent and Trademark Office, Office of Public Records  
 1213 Jefferson Davis Highway, 3rd Floor  
 Arlington, VA 22202

01/10/2003 6TON11 00000157 76363617

01 FC:8521 40.00 OP  
 02 FC:8522 50.00 OP

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TRADEMARK  
REEL: 002646 FRAME: 0923

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 18, 2002 by and between COMERICA BANK-CALIFORNIA, successor in interest to Imperial Bank ("Bank") and SPATIAL COMMUNICATIONS 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 Amended and Restated 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). 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 and Patents 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 and under all other agreements now existing or hereafter arising between Grantor and Bank, 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 (as defined in the Loan Agreement) (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 with 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 cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

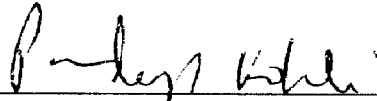
GRANTOR:

Address of Grantor:

1651 North Glenville, Suite 216  
Richardson, TX 75081

Attn: Terry Gonzalez

SPATIAL COMMUNICATIONS TECHNOLOGIES,  
INC.

By: 

Title: PRESIDENT & CEO

BANK:

Address of Bank:

9920 S. La Cienega Blvd., Suite 1401  
Inglewood, CA 90301

Attn: Corporate Banking Center

COMERICA BANK-CALIFORNIA

By: 

Title: ASSISTANT VICE PRESIDENT

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Method and System for Providing Continuous Voice and Packet Data Services to a Mobile Station	09/886,097	6/21/01
Method and System for Supporting Wireless Network Services in a Network Through Another Network Having a Different Technology	09/924,785	8/8/01
System and Method for Providing Hybrid Voice and Packet Data Services to a Mobile Telecommunications Device	09/934,987	8/22/01
Method and System for Processing Load Distribution for a Packetized Telecommunications Network Entity	09/935,228	8/22/01
Method and System for Providing a Telecommunication Service Across Different Networks	09/997,976	11/30/01
Method and System for Providing Mobile Number Portability Between Different Wireless Networks of Different Technologies	60/335,285	2/8/02
Method and System for Providing Mobile Handoff Between Hybrid Networks	60/360,348	2/27/02
Method and System for Providing Packet Data Services to a Mobile Operating in a Hybrid Network	60/368,285	3/27/02
Method and System for Providing Authentication of a Mobile Terminal in a Hybrid Network for Data and Voice Services	60/372,529	4/15/02
Internet Audio Gateway	60/371,468	4/10/02
Method and System for Providing Location Information of a Mobile Station	60/384,624	5/31/02
Method and System for Providing Continuous Voice and Packet Data Services to Mobile Station	PCT/US02/19175 (Prior Claim 09/886,097)	6/17/02
Method and System for Providing Data and Voice Services to a Dual Mode Mobile Terminal	60/395,256	7/12/02
Method and System for Processing Load Distribution for a Packetized Telecommunication Network Entity	PCT/US02/25061 (Prior Claim 09/935,228)	8/7/02
System and Method for Providing Hybrid Voice and Packet Data Services to a Mobile Telecommunications Device	PCT/US02/24952 (Prior Claim 09/934/987)	8/7/02
Method and System for Minimizing Call Setup Delay for Calls Occurring in one or Multiple Wireless Networks	60/418,692	10/15/02

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<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Occurring in one or Multiple Wireless Networks		
Method and System for Providing Wireless Services Using an Access Network and One Core Network Based on Different Technologies	Unassigned/pending (Prior Claim 60/345,050)	11/05/02
Method and System for Providing a Multimedia Call Model	Unassigned/pending (Prior Claim 60/333,824)	11/15/02
Method and System for Providing Mobile Handoff Between a Hybrid Network and Another Wireless Network	Unassigned/pending (Prior claim 60/342,780)	11/15/02
Method and System for Passing Information Between a Mobile Terminal and Predetermined Network Entities in a Hybrid Network	Unassigned/pending (Prior Claim 60/332,154)	11/20/02
Method and System to Send GSM SMS Message Over CDMA Radio Network to a GSM Destination SMS Service Center in the Core Network	Prior claim 60/342,780	In Progress

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Spatial Wireless	76/363,617	1/28/02
Spatial Portico	76/364,145	1/28/02
Spatial Atrium	76/363,622	1/28/02

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**RECORDED: 01/09/2003**

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