

01-02-2003

1-2-03

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)



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

Tab settings

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

1. Name of conveying party(ies):

Airbiquity, Inc. f/k/a Integrated Data Communications, Inc.

1-2-03

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: December 31, 2002

2. Name and address of receiving party(ies)

Name: Acorn Ventures IS, LLC

Internal Address: c/o Acorn Ventures, LLC

Street Address: 1309 114th Ave. SE

City: Bellevue State: WA Zip: 98004

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Limited Liability Company - Washington

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

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

A. Trademark Application No.(s) 76/114,478

B. Trademark Registration No.(s) 2,395,436

Additional number(s) attached Yes No

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

Name: Christopher J. Verstrate

Internal Address: c/o Ross & Hardies Suite 2500

Street Address: 150 N. Michigan Ave.

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 3.41) \$ 415

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

James A Name of Person Signing

James A Brown Signature

December 27, 2002 Date

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

01/02/2003 6TON11 00000122 76114478

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

01 FC:8521 40.00 OP 02 FC:8522 375.00 OP

TRADEMARK REEL: 002648 FRAME: 0713

**RECORDATION FORM COVER SHEET
CONTINUATION**

ITEM 2: ADDITIONAL NAMES AND ADDRESSES OF RECEIVING PARTIES

Shell Internet Ventures B.V.
Shell Centre, SIS SIW
London, SE1 7NA, UK
A corporation organized under the laws of the Netherlands

Kirnaf, Ltd.
c/o King & Spalding
1185 Avenue of the Americas
New York, NY 10036-4003, USA
A corporation organized under the laws of the Cayman Islands

Internet Ventures, LLC
c/o Acorn Ventures, LLC
1309 114th Avenue SE, Suite 200
Bellevue, WA 98004-6903, USA
A limited liability company organized under the laws of the State of Washington

**RECORDATION FORM COVER SHEET
CONTINUATION**

**ITEM 4: ADDITIONAL TRADEMARK APPLICATION NUMBERS AND
REGISTRATION NUMBERS**

**TRADEMARK APPLICATION
NUMBERS**

76/114,477

76/304,479

76/159,707

76/204,302

76/204,305

76/159,329

76/204,304

76/145,948

75/707,022

75/707,881

76/084,525

76/084,574

**TRADEMARK REGISTRATION
NUMBERS**

2,602,315

2,445,084

**GRANT OF SECURITY INTEREST
IN TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Airbiquity Inc. f/k/a Integrated Data Communications, Inc., a Washington corporation (the "**Debtor**") with its chief executive office and principal place of business at 945 Hildebrand Lane, N.E., Bainbridge Island, Washington 98110, hereby assigns and grants to Acorn Ventures IS, LLC, a limited liability company organized under the laws of the State of Washington ("Acorn"), Internet Ventures, LLC, a limited liability company organized under the laws of the State of Washington ("Internet Ventures"), Kirnaf, Ltd., a company organized under the laws of the Cayman Islands ("Kirnaf"), and Shell Internet Ventures B.V., a corporation organized under the laws of the Netherlands ("Shell"; with Acorn, Internet Ventures, Kirnaf and Shell collectively acting as the "**Secured Party**"), a security interest in (i) all of the Debtor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (except for intent to use applications for trademark registrations filed pursuant to Section 1(b) of the Lanham Act unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed) (the "**Marks**") set forth on Schedule A attached hereto, (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Debtor's obligations under the Notes (as such term is defined in the Security Agreement among the Debtor and the Secured Party, dated as of December 31, 2002 (the "**Security Agreement**")) of the Debtor. Upon the satisfaction in full of the Debtor's obligations under the Notes, the Secured Party shall execute, acknowledge, and deliver to the Debtor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

THIS GRANT has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

