

02-27-2003

FORM PTO-1594
(Rev. 3/01)

RECORDED



R SHEET

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

OMB No. 0651-0027 (exp. 5/31/2002)

T 102375201 ONLY

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

1. Name of conveying party(ies): **2-24-03**
 ProQuent Systems Corporation

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

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

2. Name and address of receiving party(ies):
 Name: **St. Paul Venture Capital VI, LLC**
 Internal Address: **Suite 550**
 Street Address: **10400 Viking Drive**
 City: **Eden Prairie** State: **MN** ZIP: **55344**

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
 (Designations must be a separate document from assignment)
 Additional name(s) of receiving party(ies) attached? Yes No

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

Execution Date(s): **February 11, 2003**

4. Application number(s) or trademark number(s):
 A. Trademark Application No(s):
78/104,483
~~78/104,482~~
76/417,993
76/417,763
76/410,716
76/271,365
76/271,145

Additional numbers attached? Yes No

B. Trademark No(s)

FINANCE SECTION
RECORDED
M 8-57

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **Christopher R. Hilberg**
 Internal Address: **3300 Plaza VII Building**
 Street Address: **45 South Seventh Street**
 City: **Minneapolis** State: **MN** ZIP: **55402**
 Our File No.: **13734/191**

6. Total number of applications and registrations involved: _____

7. Total Fee (37 CFR 3.41) \$190.00.
 Enclosed
 Authorized to be charged to deposit account
 Authorized to charge any underpayment or credit any overpayment to deposit account.

8. Deposit account number:
50-1901
 (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.

Christopher R. Hilberg *Christopher R Hilberg* February 19, 2003
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 11

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

02/26/2003 TDIAZ1 0000078 501901 78104483

01 FC:8521 40.00 CH

TC2: 620806 v01 02/19/2003

TRADEMARK
REEL: 002678 FRAME: 0776

SCHEDULE 1

List of the Secured Parties and their Addresses

St. Paul Venture Capital VI, LLC
c/o St. Paul Venture Capital, Inc.
10400 Viking Drive
Suite 550
Eden Prairie, Minnesota 55344

Nokia Venture Partners II, L.P.
NVP II Affiliates Fund, L.P.
545 Middlefield Road, Suite 210
Menlo Park, California 94025

Argo II: The Wireless-Internet Fund Limited Partnership
ARGC V, L.P.
Lynnfield Woods Office Park
210 Broadway, Suite 101
LynnField, Massachusetts 01940

YankeeTek Incubator Fund, L.P.
YankeeTek Affiliate Fund, L.P.
TankeeTek Investment Partners, LLC
One Memorial Drive, 12th Floor
Cambridge, Massachusetts 02142

TERMINATION AGREEMENT

Intellectual Property Security Agreement

This AGREEMENT is entered into effective as of February 11, 2003, by and among ProQuent Systems Corporation, a Delaware corporation (the "Company") and the lenders set forth on the signature pages hereto (each a "Secured Party" and collectively the "Secured Parties").

WHEREAS, the parties hereto are all parties to that certain Intellectual Property Security Agreement, dated as of October 30, 2002 granting a security interest in the patents and trademarks described on Exhibit A and Exhibit B, respectively (the "IP Security Agreement");

WHEREAS, the IP Security Agreement was executed by the parties hereto in conjunction with the issuance by the Company to the Secured Parties of certain Secured Convertible Promissory Notes dated as of October 30, 2002 (the "Convertible Notes");

WHEREAS, the Company has proposed to issue shares of Series C Convertible Preferred Stock (the "Series C Preferred") in connection with a certain Purchase Agreement (the "Series C Purchase Agreement") pursuant to which the Convertible Notes will convert into shares of Series C Preferred;

WHEREAS, upon conversion of the Convertible Notes into shares of Series C Preferred, the obligations of the Company under the Convertible Notes shall be deemed satisfied in full;

WHEREAS, there being no further obligations to secure, the Secured Parties now wish to terminate the IP Security Agreement;

WHEREAS, the termination of the IP Security Agreement and the release of all liens in connection therewith are conditions precedent to the closing of the transactions contemplated by the Series C Purchase Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Termination of IP Security Agreement. The IP Security Agreement is hereby terminated and cancelled in its entirety, and shall be of no further force and effect as of the date hereof.
2. Release of Liens. The Secured Parties hereby release all security interests and liens subject to the IP Security Agreement, including their security interests and liens in the patents and trademarks described on Exhibit A and Exhibit B, respectively (the "Release"). The Secured Parties shall take any and all actions reasonably necessary to evidence the Release, including the execution and delivery in a form suitable for filing of amendments or terminations to any UCC-1 financing statements filed in favor of the Secured Parties pursuant to the IP Security Agreement

or the termination of recordings of a security interest with the U.S. Patent and Trademark Office, if applicable.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the internal and substantive laws of the State of Delaware (without reference to the conflicts of law provisions thereof or of any other jurisdiction that would result in the application of the laws of any other jurisdiction).

4. Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and may be amended or superseded only by a writing executed by the parties.

5. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

* * *

TERMINATION AGREEMENT

Intellectual Property Security Agreement

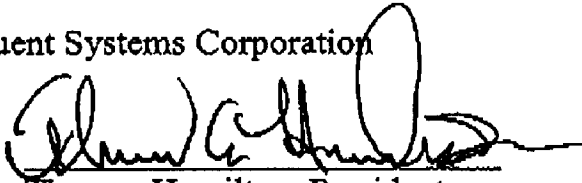
Counterpart Signature Page

IN WITNESS WHEREOF, the parties have duly executed this Termination Agreement as a sealed instrument as of the date first above written.

COMPANY:

ProQuent Systems Corporation

By:


Thomas Hamilton, President

SECURED PARTIES:

ST. PAUL VENTURE CAPITAL VI, LLC

By: SPVC Management VI, LLC
Its Managing Member

By: _____

Name:
Title:

ARGO II: THE WIRELESS-INTERNET FUND
LIMITED PARTNERSHIP

By: ARGO Global Capital II Partners, L.P.
Its General Partner

By: ARGO GP, Inc., its General Partner

By: _____

Name:
Title:

ARGC V, LP

By: _____

Name:
Title:

TERMINATION AGREEMENT

Intellectual Property Security Agreement

Counterpart Signature Page

IN WITNESS WHEREOF, the parties have duly executed this Termination Agreement as a sealed instrument as of the date first above written.

COMPANY:

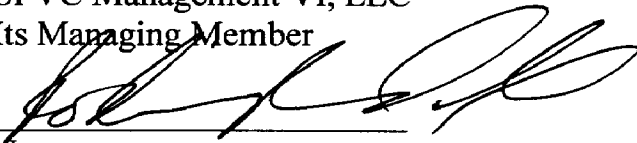
ProQuent Systems Corporation

By: _____
Thomas Hamilton, President

SECURED PARTIES:

ST. PAUL VENTURE CAPITAL VI, LLC

By: SPVC Management VI, LLC
Its Managing Member

By: 
Name:
Title:

ARGO II: THE WIRELESS-INTERNET FUND
LIMITED PARTNERSHIP

By: ARGO Global Capital II Partners, L.P.
Its General Partner

By: ARGO GP, Inc., its General Partner

By: _____
Name:
Title:

ARGC V, LP

By: _____
Name:
Title:

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COMPANY:

ProQuent Systems Corporation

By: _____
Thomas Hamilton, President

SECURED PARTIES:

ST. PAUL VENTURE CAPITAL VI, LLC

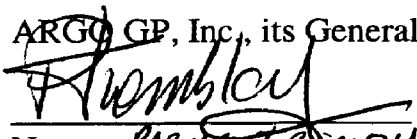
By: SPVC Management VI, LLC
Its Managing Member


By: _____
Name:
Title:

ARGO II: THE WIRELESS-INTERNET FUND
LIMITED PARTNERSHIP

By: ARGO Global Capital II Partners, L.P.
Its General Partner

By: ~~ARGO GP, Inc., its General Partner~~

By: 
Name: PASCALE TREMBLAY
Title: PARTNER


ARGC V, LP
By: 
Name: PASCALE TREMBLAY
Title: PARTNER

TERMINATION AGREEMENT

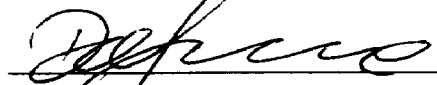
Intellectual Property Security Agreement

Counterpart Signature Page

NOKIA VENTURE PARTNERS II, L.P.

By: 
Name: DAVID JACQUES
Title: CLO

NVP II AFFILIATES FUND, L.P.

By: 
Name: DAVID JACQUES
Title: CLO

YANKEETEK INCUBATOR FUND, L.P.

By: YankeeTek Partners, L.P.,
Its General Partner

By: YTI, LLC, its General Partner

By: _____
Name:
Title: Managing Member

YANKEETEK AFFILIATE FUND, L.P.
PARTNERS, L.L.C.

By: YankeeTek Partners, L.P.
Its General Partner

By: _____
Name:
Title:

YANKEETEK INVESTMENT

By: _____
Name:
Title:

TERMINATION AGREEMENT

Intellectual Property Security Agreement

Counterpart Signature Page

NOKIA VENTURE PARTNERS II, L.P.

By: _____
Name:
Title:

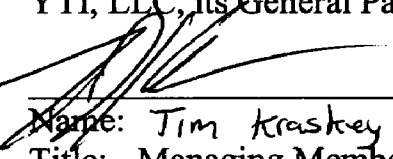
NVP II AFFILIATES FUND, L.P.

By: _____
Name:
Title:

YANKEETEK INCUBATOR FUND, L.P.

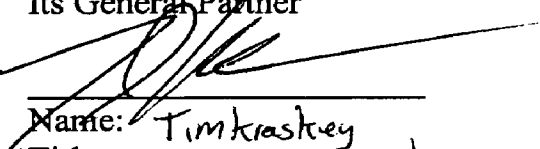
By: YankeeTek Partners, L.P.,
Its General Partner

By: YTI, LLC, its General Partner

By: 
Name: Tim Kraskey
Title: Managing Member

YANKEETEK AFFILIATE FUND, L.P.

By: YankeeTek Partners, L.P.
Its General Partner

By: 
Name: Tim Kraskey
Title: Managing Member

YANKEETEK INVESTMENT Partners, LLC


By: 
Name: Tim Kraskey
Title: Managing Member

EXHIBIT A

UNITED STATES PATENTS AND PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
Packet Switched Data Service On A Wireless Network	10/061,526	2/1/2002
Method For Transaction Based Packet Switched Data Services On A Wireless Network	10/066,156	2/1/2002
Service Platform On Wireless Network	10/061,524	2/2/2002
Service Platform On Wireless Network (PCT Filing)	USD2/16293	5/22/2002
Management Of Message Queues	10/077,083	2/15/2002
Platform And Method For Providing Wireless Data Services	10/061,953	2/2/2002
Platform And Method For Providing Wireless Data Services (PCT)	PCT/US02/18	5/22/2002
Application Program Interface	10/100,468	3/18/2002

EXHIBIT B

UNITED STATES TRADEMARKS & TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>
Avian Communications	78/104,483	1/24/02
MSSP	78/104,482	1/24/02
MSSP (EU)	2786101	7/24/02
Packet Freepay	76/417,993	6/5/02
ID Detection Point	76/417,763	6/5/02
ProQuent	76/410,716	5/22/02
ProQuent (Canada)	1143925	6/12/02
ProQuent (EU)	2755932	6/25/02
Packet 900	76/271,365	6/13/01
Packet900 (EU)	2368934	9/06/01
Packet 800	76/271,145	6/13/01
Packet 800 (EU)	2368967	9/06/01