

03-27-2003

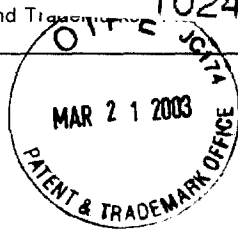


IT
Torney Docket No.: 57818-0003-0002

To the Honorable Commissioner of Patent and Trademark

102402241

documents or copy thereof.



1. Name of conveying party(ies):

Cibernet Corporation
a District of Columbia corporation

2. Name and address of receiving party(ies):

CapitalSource SP LLC
4445 Willard Avenue, 12th Floor
Chevy Chase, MD 20815

3-21-03

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

Execution Date: March 10, 2003

- Individual(s) citizenship:
- Association:
- General Partnership:
- Limited Partnership:
- Corporation-State:
- Other: a Delaware limited liability company

If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: Yes; No
(Designations must be a separate document from Assignment)

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

A. Trademark Application No.(s):

76/332,779 76/332,780
76/362,781

B. Trademark Registration Nos.:

2,056,710

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

Margaret A. Delacruz
Trademark Paralegal Supervisor
Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue, NW
Washington, D.C. 20004

Telephone: 202-739-5738
Facsimile: 202-739-3001
E-mail: mdelacruz@morganlewis.com

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41) Cal. 1 x \$40.00 = \$ 40.00
3 x \$25.00 = \$ 75.00

Total \$ 115.00

Authorized to be charged to deposit account

8. Deposit account number: 13-4520

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.

Margaret A. Delacruz
Name of Person Signing

Signature

March 21, 2003
Date

Total number of pages including cover sheet, attachments and document: 20

03/26/2003 TDIAZ1 00000056 134520 76332779

01 FC:8521 40.00 CH
02 FC:8522 75.00 CH

INTELLECTUAL PROPERTY
SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Agreement**"), dated March 10, 2003, is by and between CIBERNET CORPORATION, a District of Columbia corporation ("**Debtor**"), and CAPITALSOURCE SP LLC, a Delaware limited liability company, as a Lender and administrative, payment, and collateral agent for the Lenders (in such capacities, "**Secured Party**") pursuant to the Loan Agreement (as defined below).

WITNESSETH:

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to (a) the trademarks, trade names, terms, designs and applications, (b) the copyrights, rights and interests in copyrights, works protectable by copyrights, registrations and applications, and (c) the patents and patent applications and the inventions, invention disclosures, improvements and patentable inventions, each described in Exhibit A hereto and made a part hereof; and

WHEREAS, Secured Party, Lenders, Debtor, and certain other Credit Parties have entered or are about to enter into financing arrangements pursuant to which Lenders may make loans and advances and provide other financial accommodations to Debtor as set forth in the Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof, by and among Debtor, CB Holdings, Inc., Secured Party, other Lenders party thereto from time to time, and any other Persons that become a Credit Party thereto from time to time (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "**Loan Agreement**") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "**Loan Documents**"). Capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Loan Agreement; and

WHEREAS, in order to induce Secured Party and Lenders to enter into the Loan Agreement and the other Loan Documents and to make loans and advances and provide other financial accommodations to the Borrowers pursuant thereto, Debtor has agreed to grant to Secured Party, for the benefit of Lenders, certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party, for the benefit of the Secured Party and the Lenders, a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "**Collateral**"):

(a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, trade names, corporate names, company names, business names, fictitious business

names, trade styles, service marks and logos (including without limitation goodwill), other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all applications (other than "intent-to-use" applications), registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, those listed on Exhibit A hereto, and all research and development relating to the foregoing; (ii) all renewals thereof; and (iii) all designs and general intangibles of a like nature (all of the foregoing being collectively referred to herein as the "**Trademarks**");

(b) all of Debtor's now existing or hereafter acquired right, title and interest in and to: (i) all patents, patent applications, inventions, invention disclosures and improvements, and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, those listed on Exhibit A hereto, and all research and development relating to the foregoing; and (ii) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing (all of the foregoing being collectively referred to herein as the "**Patents**");

(c) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) copyrights, rights and interests in copyrights, works protectable by copyright, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Copyright Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, those listed on Exhibit A hereto, and all research and development relating to the foregoing; and (ii) all renewals of any of the foregoing (all of the foregoing being collectively referred to herein as the "**Copyrights**");

(d) the goodwill of the business symbolized by any Trademark, Patent or Copyright, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing such Trademark, Patent or Copyright;

(e) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith;

(f) the right to sue for past, present and future infringements thereof;

(g) all rights corresponding thereto throughout the world; and

(h) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of any of the Collateral.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party, Lenders and/or their respective affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the Loan Agreement, the other Loan Documents or otherwise, whether now existing or

hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party or Lenders (all of the foregoing being collectively referred to herein as the “Obligations”).

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor’s expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks, Patents and/or Copyrights as registered and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Documents, (ii) the security interests permitted under the Loan Documents, and (iii) the licenses and encumbrances described under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor’s expense, promptly perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement or any memorandum thereof filed with the United States Patent and Trademark Office, the United States Copyright Office and/or any other appropriate federal, state or government office or in any other country.

(e) As of the date hereof, Debtor does not have any Trademarks, Patents or Copyrights registered, or subject to pending applications, in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect to any of the Collateral or otherwise encumbered such Collateral other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an Advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) If, after the date hereof, Debtor shall (i) obtain any registered trademark, patent or copyright, or apply for any such registration in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark, patent or copyright registrations or applications for trademark, patent or copyright registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark, Patent or Copyright, as the case may be, in favor of Secured Party.

(i) Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of any Collateral as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(j) To the best of Debtor's knowledge, after diligent inquiry, no material infringement or unauthorized use presently is being made of any Collateral that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Collateral or is likely to cause confusion with any such Collateral. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Collateral.

(k) Debtor assumes all responsibility and liability arising from the use of the Collateral and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Collateral or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the

payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(l) Debtor shall promptly pay Secured Party for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreements and shall be part of the Obligations secured hereby.

(m) Debtor shall deliver to Secured Party all documents, instruments and other items as may be necessary for Secured Party to file this Agreement with the United States Patent and Trademark Office and the United States Copyright Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country in order to record its security interest granted hereby. If, before the Obligations are paid in full, Debtor acquires any new Trademarks, Patents or Copyrights, or rights thereto, Debtor shall give to Secured Party prompt written notice thereof, and this Agreement shall apply to any such new Trademarks, Patents or Copyrights. Debtor shall: (i) prosecute diligently any trademark, patent or copyright application at any time pending as reasonably deemed appropriate by Debtor, so long as no Event of Default has occurred, or as determined by Secured Party in its Permitted Discretion upon the occurrence and continuance of an Event of Default; (ii) make application for registration or issuance of all new trademarks, patents and copyrights as reasonably deemed appropriate by Debtor; (iii) preserve and maintain all rights in the Collateral; and (iv) use its best efforts to obtain any consents, waivers or agreements necessary to enable Secured Party to exercise its remedies with respect to the Collateral. Debtor shall not abandon any material right to file a trademark, patent or copyright application nor shall Debtor abandon any material pending trademark, patent or copyright application, or material Trademark, Patent or Copyright without the prior written consent of Secured Party. Debtor represents and warrants to Secured Party that the execution, delivery and performance of this Agreement by Debtor will not violate or cause a default under any of the Collateral or any agreement in connection therewith.

(n) Debtor, at its own cost, shall cooperate with Secured Party to prepare and file such amendments, updates, instructions or documents with the United States Patent and Trademark Office and the United States Copyright Office as is necessary to create, maintain and perfect or renew the security interest granted hereby or otherwise to effect fully the purposes, terms and conditions of this Agreement.

4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Secured Party, upon the occurrence of any Event of Default, as such term is defined in the Loan Agreement (each an "Event of Default" hereunder). Without limiting the generality of the foregoing, any breach or failure to perform any term or condition of this Agreement by Debtor shall constitute an Event of Default.

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Loan Documents, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Collateral for any purpose whatsoever. Secured Party may make use of any Collateral for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Collateral (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Secured Party has no obligation to preserve rights to the Collateral against any other parties.

(e) Secured Party shall apply the proceeds in accordance with the Loan Agreement. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, upon request, Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Collateral and Debtor's customer lists and other records relating to the Collateral and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under this Agreement, the other Loan Documents, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. ASSIGNMENT OF COLLATERAL

Debtor hereby assigns, transfers and conveys to Secured Party all Collateral owned or used by Debtor to the extent necessary to enable Secured Party, effective upon the occurrence of any Event of Default, to realize on the Collateral and any successor or assign to enjoy the benefits of the Collateral. Notwithstanding any other provision of this Agreement, the assignment, transfer and conveyance shall

not be effective as to any U.S. intent-to-use application to register a trademark until the amendment to allege use or statement of use has been accepted. This right and assignment shall inure to the benefit of Secured Party and its successor, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever including, without limitation, any royalty or license fee, be made to Debtor or any other Person by Secured Party or any Lender.

7. INCORPORATION OF LOAN AGREEMENT AND LOAN DOCUMENTS

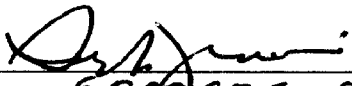
The Loan Agreement and each Loan Document and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

DEBTOR:

CIBERNET CORPORATION

By: 
Name: GEORGE S. SHAGINOW
Title: PRESIDENT + CHIEF EXECUTIVE OFFICER

SECURED PARTY:

CAPITALSOURCE SP LLC, as Agent

By: _____
Name: _____
Title: _____

[Signature Page to the Intellectual Property Security Agreement]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

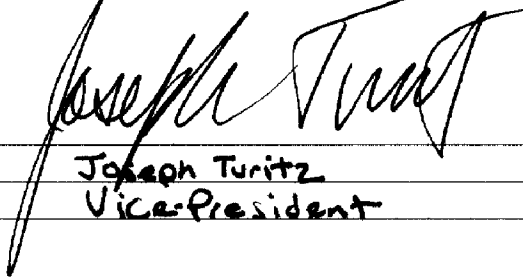
DEBTOR:

CIBERNET CORPORATION

By: _____
Name: _____
Title: _____

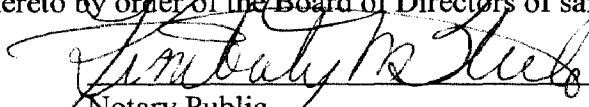
SECURED PARTY:

CAPITALSOURCE SP LLC, as Agent

By:  _____
Name: Joseph Turitz
Title: Vice-President

~~STATE OF~~ District of)
) ss.:
~~COUNTY OF~~ Columbia)

On this 9th day of March 2003, before me personally came George S. Shaginaw, to me known, who being duly sworn, did depose and say, that he is the President CEO of CIBERNET CORPORATION, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.



Notary Public

KIMBERLY M. STEELE
Notary Public District of Columbia
My Commission Expires September 14, 2006

EXHIBIT A
TO
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

United States

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
CIBERNET	2,056,710	April 29, 1997	April 29, 2007

<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Status</u>
MOBILE XCHANGE	76/332,779	October 30, 2001	Pending
MXP	76/332,780	October 30, 2001	Pending
Mobile – X	76/362,781	October 30, 2001	Pending

Foreign

<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal Date</u>	<u>Trademark / Service Mark</u>
Argentina	1979097	May 29, 1995	Registered	1595124	March 29, 1996	March 29, 2006	CIBERNET
Benelux	848711	May 23, 1995	Registered	572582	May 23, 1995	May 23, 2005	CIBERNET
Brazil	81894199	November 20, 1995	Registered	81894199	August 25, 1998	August 25, 2008	CIBERNET
Canada	787591	July 17, 1995	Registered	468910	January 16, 1997	January 16, 2012	CIBERNET
Chile	317492	August 23, 1995	Registered	466456	August 23, 1996	August 23, 2006	CIBERNET
China	950122917	September 28, 1995	Registered	995981	April 28, 1997	April 28, 2007	CIBERNET
Denmark	3869/1995	May 23, 1995	Registered	00339/1997	January 31, 1997	January 31, 2007	CIBERNET
France	95/572641	May 22, 1995	Registered	95572641	May 22, 1995	May 21, 2005	CIBERNET

Country	Application Number	Filing Date	Status	Registration Number	Registration Date	Renewal Date	Trademark / Service Mark
Germany	395 21 893	May 24, 1995	Registered	39521 893	February 3, 1997	May 31, 2005	CIBERNET
Indonesia	J95-17730	September 27, 1995	Registered	36430	September 27, 1998	March 27	CIBERNET
Italy	MI95C0080	August 3, 1995	Registered	729639	October 16, 1997	August 3, 2005	CIBERNET
Mexico	241934	August 31, 1995	Registered	594662	November 30, 1998	August 31, 2005	CIBERNET
Taiwan	84-027496	June 5, 1995	Registered	89785	April 1, 1997	April 1, 2007	CIBERNET
Taiwan	85-036529		Registered	94555	October 1, 1997	October 1, 2007	CIBERNET
United Kingdom	2021306	May 22, 1995	Registered	2021396	December 20, 1996	May 22, 2005	CIBERNET
Venezuela	14274-95	September 15, 1995	Pending	N/A	N/A		CIBERNET
Vietnam	25292	October 7, 1995	Registered	21378	October 7, 1995	October 7, 2007	CIBERNET

LIST OF PATENTS AND PATENT APPLICATIONS

<u>Patent</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>

<u>Patent Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Status</u>
METHOD SYSTEM AND DATA STRUCTURE FOR AN IMPROVED BILLING PROTOCOL	10/006,167	December 4, 2001	Pending

LIST OF COPYRIGHTS AND COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
Cellular Intercarrier Billing Exchange Roamer Record/CIBER	TX 5-015-084	December 31, 1998	

<u>Copyright Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Status</u>

EXHIBIT B
TO
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

LIST OF LICENSES AND ENCUMBRANCES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
License Agreement	CIBERNET; CIBERNET plc	

STATE OF _____)
) ss.:
COUNTY OF _____)

On this ____ day of March 2003, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of CIBERNET CORPORATION, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public

INTELLECTUAL PROPERTY
SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF District of)
COUNTY OF Columbia) ss.:

KNOW ALL MEN BY THESE PRESENTS, that CIBERNET CORPORATION ("**Debtor**"), hereby appoints and constitutes, severally, CAPITALSOURCE SP LLC, as Agent ("**Secured Party**"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:


1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any Collateral and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Intellectual Property Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "**Agreement**") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Agreement, are indefeasibly paid in full and the Agreement is terminated in writing by Secured Party.

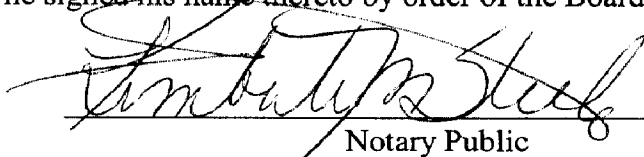
Dated: March 10, 2003

CIBERNET CORPORATION

By: 
Name: GEORGE SHAGINAW
Title: PRESIDENT AND CHIEF EXECUTIVE OFFICER

STATE OF District of)
) ss.:
COUNTY OF Columbia)

On this 9th day of March 2003, before me personally came George S. Shagan, to me known, who being duly sworn, did depose and say, that he is the President & CEO of CIBERNET CORPORATION, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.



Notary Public

KIMBERLY M. STEELE
Notary Public District of Columbia
My Commission Expires September 14, 2006