

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spontaneous Technology, Inc.	Talk2 Technology, Inc.	08/15/2003	CORPORATION: NEVADA

RECEIVING PARTY DATA	
Name:	Pumatech, Inc.
Street Address:	2550 North First Street, Suite 500
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2	
Property Type	Number
Serial Number:	76214574
Serial Number:	76214406

CORRESPONDENCE DATA	
Fax Number:	(415)773-5676
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	415-773-5678
Email:	dolphhellman@orrick.com
Correspondent Name:	Dolph M. Hellman
Address Line 1:	400 Sansome Street
Address Line 2:	Orrick, Herrington & Sutcliffe LLP
Address Line 4:	San Francisco, CALIFORNIA 94111-3143

ATTORNEY DOCKET NUMBER:	9287-14/1640
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NAME OF SUBMITTER:	Linda L. Partmann
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Total Attachments: 11
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SECURITY AGREEMENT

SECURITY AGREEMENT (this "*Agreement*"), dated as of August 15, 2003, between Spontaneous Technology, Inc., a Nevada corporation (the "*Company*"), and Pumatech, Inc., a Delaware corporation (the "*Secured Party*").

WHEREAS, the Company is indebted to the Secured Party pursuant to a note, dated August 15, 2003, in the original principal amount of \$80,000 (as amended, restated or otherwise modified from time to time, the "*Note*"); and

WHEREAS, the Secured Party has required the Company to grant to the Company a security interest in certain of the Company's assets to secure the full and timely repayment of the Note and any other indebtedness of the Company to the Secured Party (the "*Secured Obligations*");

NOW, THEREFORE, in consideration of the premises, the mutual agreements set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Security Interest** The Company hereby grants to the Secured Party a security interest in the property described in Section 2 of this Agreement (the "*Collateral*") to secure payment to the Secured Party of all liabilities and indebtedness of the Company to the Secured Party under the Secured Obligations, whether such liabilities or indebtedness is due or to become due, absolute or contingent, joint or several, now existing or hereafter arising.

2. **Description of Collateral**. The collateral shall consist of all assets and properties now owned or hereafter acquired by the Company, including, without limitation, the following:

(a) All equipment (consisting of machinery, furniture, fixtures and vehicles) now owned or hereafter at any time acquired by the Company or in which the Company has or obtains rights, together with all repairs, improvements, attachments, renewals, additions and accessions thereto, substitutions and replacements therefor at any time hereafter made or acquired and all guaranties, claims, rights, remedies and privileges relating to any of the foregoing;

(b) All inventory and other personal property owned or hereafter at any time acquired by the Company, which is held for sale in the ordinary course of business, or is furnished or to be furnished under contracts for service, or is held as raw materials, work in process or materials used or consumed or to be used or consumed in the Company's business.

(c) All accounts receivable of the Company;

(d) All customer contracts and other contract rights;

(e) All patents, trademarks, tradenames, copyrights, computer programs, data bases, know-how and other intangible property rights;

- (f) All general intangibles and other property not otherwise described above; and
- (g) All proceeds of all of the Collateral.

3. Warranties of the Company. The Company hereby represents and warrants to the Secured Party as follows:

(a) Ownership. The Company is the owner of the Collateral, free of all encumbrances and security interests, except Secured Party's interest, and except as set forth on Schedule 3(a) hereto;

(b) Valid Security Interest. The security interest granted pursuant to this Agreement will constitute a valid and continuing perfected security interest in favor of the Secured Party in the Collateral for which perfection is governed by the UCC or filing with the United States Copyright Office or United States Patent and Trademark Office.

(c) Organization and Good Standing. The Company has been duly incorporated, and is validly existing and in good standing, under the laws of the State of Nevada and has a corporate identification number of C23518-1998.

(d) Location, State of Organization and Name of the Company. The Company's state of organization is Nevada and the Company's exact legal name as it appears in the official filings in the State of Nevada is as set forth in the first paragraph of this Agreement. The Company has only one jurisdiction of organization.

(e) Authority. The Company has full power and authority to execute this Agreement, to perform the Company's obligations hereunder and to subject the Collateral to the security interest created hereby; and

(f) Location of Collateral. The equipment and inventory will be maintained at the Company's principal offices and production facilities at 5 Triad Center, Suite 600, Salt Lake City, Utah, and the books and records concerning the Company's accounts receivable will be kept at the same address. The equipment, inventory and books and records concerning the Company's accounts receivable will not be removed from such location without the prior written consent of the Secured Party.

4. Obligations of the Company. During the term of this Agreement, the Company will comply with each of the following covenants and commitments:

(a) Maintenance of Collateral. The Company will keep the Collateral and all lands, plants, buildings, machinery, equipment and other property now or hereafter at any time owned or used by the Company in connection with the storage, sale or lease of the Collateral in good condition and insured against such risks and in such amounts as the Secured Party may request, with an insurance company or companies satisfactory to Secured Party, the policies to protect the Secured Party as Secured Party's interests may appear and to be delivered to the Secured Party at Secured Party's request;

(b) Disposition of Collateral. The Company will not sell, lease or otherwise dispose of the Collateral consisting of equipment and accounts receivable except with the prior written consent of the Secured Party and will not sell, lease or otherwise dispose of the Collateral consisting of inventory other than in the ordinary course of its business at prices constituting the then fair market value thereof. The Company will not grant to any account debtor any rebate, refund, allowance or credit on any account without the prior written consent of the Secured Parties other than in the ordinary course of business;

(c) Collection of Accounts. The Company will collect all accounts receivable until receipt of notice from Secured Party to notify any or all account debtors (as that term is defined in the Uniform Commercial Code) of the existence of the Secured Party's security interest and upon receipt of such notice the Company shall so notify such account debtors. The Company will hold all of the proceeds of such collections and all return and repossessed goods in trust for the Secured Party, and will not commingle the same with any other funds or property of the Company, and will deliver the same forthwith to the Secured Party at Secured Party's request; provided, however, that with respect to returned and repossessed goods, the Company will on demand pay to the Secured Party the full invoice price thereof. All proceeds of Collateral received by the Secured Party shall be applied against the Secured Obligations in such order and at such times as the Secured Party shall determine whether or not due;

(d) Records and Inspections. The Company will keep accurate books, records and accounts with respect to the Collateral and will make the same available to Secured Party at Secured Party's request for examination. The Company will permit any authorized representative of the Secured Party from time to time to examine and inspect, during normal business hours, any and all premises where the Collateral is or may be kept or located and the Company shall assist the Secured Party in making such inspections; and

(e) Maintenance of Security Interest. The Company will at any time or times hereafter execute such financing statements and other instruments and perform such acts as the Secured Party may request to establish and maintain a valid security interest in the Collateral, and will pay all costs of filing and recording.

5. Rights of Secured Party.

(a) Authority to Perform for the Company. Upon default by the Company in the performance of the Company's obligations hereunder, the Secured Party at Secured Party's option may (i) effect such insurance and repairs and pay the premiums therefor and the costs thereof and (ii) pay and discharge any taxes, liens and encumbrances on the Collateral. All sums so advanced or paid by the Secured Party shall be payable by the Company on demand with interest at the highest rate allowed by law and shall be a part of the Secured Obligations.

(b) Rights with Respect to Collateral. The Secured Party shall have the authority, but shall not be obligated: (i) to notify any or all account debtors of the existence of the Secured Party's security interest and to pay or remit all sums due or to become due directly to the Secured

Party or Secured Party's respective nominees; (ii) to place on any chattel paper (as that term is defined in the Uniform Commercial Code) received as proceeds a notation or legend showing the Secured Party's security interest; (iii) to place upon the Company's books and records relating to accounts receivable covered by the security interest granted hereby a notation or legend stating that such account is subject to a security interest held by the Secured Party; (iv) in the name of the Company, or otherwise, to demand, collect, receive and receipt for, compound, compromise, settle and give acquittance for, and prosecute and discontinue any suits or proceedings in respect of any or all of the accounts in which the Secured Party have a security interest; (v) to take any action which Secured Party may deem necessary or desirable in order to realize on the Collateral, including, the power to perform any contract, to endorse in the name of the Company any checks, drafts, notes or other instruments or documents received in payment of or on account of the Collateral; and (vi) after any Event of Default, to enter upon and into and take possession of all or such part or parts of the properties of the Company, as may be necessary or appropriate in the judgment of the Secured Party to permit or enable the Secured Party to process, store, and sell all or any part of the inventory, as the Secured Party may elect, and to use and operate said properties for such purposes and for such length of time as the Secured Party may deem necessary or appropriate for such purposes without the payment of any compensation to the Company therefor.

6. Default.

(a) Events of Default. The occurrence of any of the following events shall constitute a default ("*Event of Default*") under this Agreement:

(1) The Company shall fail to observe or perform any of the other covenants or agreements binding on the Company under this Agreement and such default shall have continued uncured for a period of 20 days after written notice thereof is delivered to the Company; or

(2) The Company shall be in default in the payment to the Secured Party of any indebtedness evidenced by the Secured Obligations.

(b) Remedies. Upon the occurrence of an Event of Default, the Secured Party shall have all of the rights and remedies of a secured party under the provisions of the Uniform Commercial Code.

7. Miscellaneous.

(a) Entire Agreement. This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes any prior understandings, agreements or representations, written or oral, relating to the subject matter hereof.

(b) Counterparts. This Agreement may be executed in separate counterparts, each of which will be an original and all of which taken together shall constitute one and the same agreement, and any party hereto may execute this Agreement by signing any such counterpart.

(c) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law but if any provision of this Agreement is held to be invalid, illegal or unenforceable under any applicable law or rule, the validity, legality and enforceability of the other provision of this Agreement will not be affected or impaired thereby.

(d) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

(e) Modification, Amendment, Waiver or Termination. No provision of this Agreement may be modified, amended, waived or terminated except by an instrument in writing signed by the parties to this Agreement. No course of dealing between the parties will modify, amend, waive or terminate any provision of this Agreement or any rights or obligations of any party under or by reason of this Agreement. No delay on the part of the Secured Party in the exercise of any right or remedy under this Agreement shall operate as a waiver thereof, and no single or partial exercise by the Secured Party of any right or remedy under this Agreement shall preclude other or further exercise thereof or the exercise of any other right or remedy. No waiver by the Secured Party of any right or remedy under this Agreement shall be deemed to be or construed as a further or continuing waiver of such right or remedy or as a waiver of any other right or remedy.

(f) Notices. All notices, consents, requests, instructions, approvals or other communications provided for herein shall be in writing and delivered by personal delivery, overnight courier, mail, electronic facsimile or e-mail addressed to the receiving party at the address set forth herein. All such communications shall be effective when received.

If to the Secured Party:

Pumatech, Inc.
2550 North First Street, Suite 500
San Jose, CA 95131
Attn: Richard Mosher
Tel. No. (408) 321-7650
Facsimile No. (408) 321-3886

If to the Company:

Spontaneous Technology, Inc.
5 Triad Center, Suite 600
Salt Lake City, UT 84180
Tel. No. (801) 924-8100
Facsimile No. (801) 924-8101

Any party may change the address set forth above by notice to each other party given as provided herein.

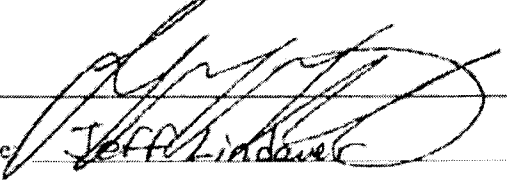
(g) Headings. The headings and any table of contents contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

(h) Governing Law. **ALL MATTERS RELATING TO THE INTERPRETATION, CONSTRUCTION, VALIDITY AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PROVISIONS THEREOF.**

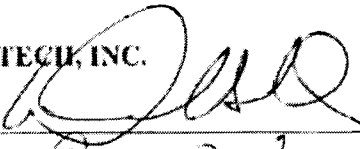
(i) Third-Party Benefit. Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights, remedies, obligations or liabilities of any nature whatsoever.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth in the first paragraph.

SPONTANEOUS TECHNOLOGY, INC.

By: 
Name: Jeff Lindauer
Title: CEO

PUMATECH, INC.

By: 
Name: Pres. J. Hobbs
Title: Jackson Hobbs

Schedule 3.13(b)

Company Intellectual Property

Domain Names owned by Seller:

spontec.com
 talk2.com
 spontus.com
 spontus.net
 spontaneoustechnology.net
 spontaneoustechnology.com

Trademark Applications by Seller

WNS File No.	Trade/Service Marks	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
14999.27	VIPRNET	76/214,574	22-Feb-01			Response filed 1/2/02; Suspended Feb. 2002 pending the disposition of third party application.
14999.29	SVPN	76/214,406	22-Feb-01			Published 6/4/02; Allowed 8/27/02; Statement of Use Filed 3/18/03

Issued Patents owned by Seller

WNS File No.	Title	Talk2 Product/Service	Serial No.	Filing Date	Patent No.	Issue Date	Inventor(s)	Status
14999.02.1	(CIP) Viral Marketing for Voice-Accessible Information Service	Viral Marketing	09/464,990	16-Dec-99	6,327,572	4-Dec-01	David L. Morton; Bradley W. Barham; Brian L. Charlesworth; Jeffrey C. Hays	Maintenance fee (3.5 years) due 6/4/05.
14999.03	Voice Interface for Electronic Documents	Voice Browser	09/464,989	16-Dec-99	6,349,132	19-Feb-02	Darren L. Wesemann; Dong-Kyun Nam; Richard T. Newton	Maintenance fee (3.5 years) due 8/19/05. Received red ribbon patent 02/27/02;
14999.017	Virtual Processing Network Enabler	VIPRNET	09/265,287	9-Mar-99	6,434,594	13-Aug-02		Maintenance fee (3.5 years) due 2/13/06.

U.S. Patent Applications by Seller

WNS File No.	Title	Talk2 Product/Service	Serial No.	Filing Date	Inventor(s)	Status
14999.17.2	Virtual Processing Application Infrastructure Platform	VIPrNET	09/829,673	10-Apr-01	Darren Wesemann	CIP of 09/265,287 (14999.17); Ids mailed 07/10/01; Recorded assignment mailed 07/05/01;
14999.19	Internet Browsing Using a Uniform Interface	Numeric Touchpad Metaphor	09/735,443	12-Dec-00	Kary K. Burns	Assignment recorded notice rcv' 3/7/01; Notice of Publication mailed 6/13/02.

14999.22.1	Spontaneous Virtual Private Network Between Portable Device and Enterprise Network	Spontaneous Virtual Private Network/TalkSync	09/767,465	22-Jan-01	David L. Summers; Darren L. Wesemann	Missing Parts filed 5/15/01; IDS mailed 07/09/01; Recorded assignment mailed 08/02/01; Notice of Publication mailed 7/25/02. Supplemental IDS filed 9/6/02.
14999.33.1	Universal Voice Mail Gateway	Universal Voice Mail Gateway	09/887,215	22-Jun-01	Darren L. Wesemann; Makani Mason; Jon Willison; Tae-Deok Kweon; Dong-Kyun Nam	IDS mailed 09/10/01; Recorded Assignment mailed 09/07/01; Office action mailed 6/28/02, response due 7/28/02. Notice of Publication mailed 7/25/02; amendment and response filed 10/28/02; second Office action 1/30/03, response due 4/30/03; Amendment "B" filed May 30, 2003;
14999.39.1	Enabling Users to Configure a Process of Mapping Web Documents	User Defined Mapping	09/854,308	11-May-01	D. Summers; D. Morton; C. Xu; D. Wesemann	IDS mailed 07/09/01; Recorded assignment mailed 08/06/01; Notice of Publication Mailed 10/22/01, publication date of 10/18/01; Supplemental IDS filed 8/9/02.

U.S. Provisional Patent Applications by Seller

WNS File No.	Title	Serial No.	Filing Date	Pending Until	Inventor(s)
14999.054	Protocol Manipulation Within a Virtual Private Network	60/452,248	5-Mar-03	5-Mar-04	Darren Wesemann

Foreign Patent Applications by Seller

WNS File No.	Title	Serial No.	Filing Date	Inventor(s)	Status
14999.17.2a	PCT – Virtual Processing Application Infrastructure Platform	PCT/US02/01464	18-Jan-02	Darren Wesemann	Postcard received 03/04/02; Filing Receipt and Notice of Receipt of Search Copy mailed 03/18/02; Notice of Receipt of Record Copy recv'd 04/15/02; Invitation to Correct Priority Claim mailed 04/03/02, Response due 05/18/02; Response to Invitation to Correct Priority Claim mailed 05/06/02. Notice of Designated Offices with Published App. mailed 7/25/02. Demand filed 8/9/02.
14999.17.2a.1	EPO – Virtual Processing Application Infrastructure Platform			Darren Wesemann	instructions to nationalize received from client 6/12/03
14999.17.2a.2	Canada – Virtual Processing Application Infrastructure Platform			Darren Wesemann	instructions to nationalize received from client 6/12/03
14999.17.2a.3	Australia – Virtual Processing Application Infrastructure Platform			Darren Wesemann	instructions to nationalize received from client 6/12/03
14999.17.2a.4	Japan – Virtual Processing Application Infrastructure Platform			Darren Wesemann	instructions to nationalize received from client 6/12/03

14999.22.1a	PCT - Spontaneous Virtual Private Network Between Portable Device and Enterprise Network	PCT/US01/48993	19-Dec-01	David L. Summers; Darren Wesemann	Postcard received 02/15/02; Filing receipt and Receipt of Search Copy mailed 02/28/02; Notice of Receipt of Record copy mailed 03/11/02; Invitation to Correct Priority Claim mailed 03/27/02, Response due 04/19/02; Notice to Correct Priority Claim mailed 03/27/02, Response due 04/19/02; ISR mailed 04/09/02, Vol. Amend due 06/09/02; Response to Invitation to Correct Priority Claim mailed 04/18/02; Demand filed 6/28/02. EPO Number mailed 7/4/02. Notice of Receipt of Demand mailed 7/25/02. Notice Relating to the Priority Claim mailed 08/02/02. Written Opinion mailed 8/29/02. Response to WO due 10/29/02 & filed 10/29/02.
14999.22.1a.1	EPO - Spontaneous Virtual Private Network Between Portable Device and Enterprise Network			David L. Summers; Darren Wesemann	instructions to foreign associates sent; application will be filed in foreign patent office by due date July 20, 2003
14999.22.1a.2	Canada - Spontaneous Virtual Private Network Between Portable Device and Enterprise Network		27-May-03	David L. Summers; Darren Wesemann	instructions to foreign associates sent; application was filed in foreign patent office 5/27/03.
14999.22.1a.3	Australia - Spontaneous Virtual Private Network Between Portable Device and Enterprise Network	2002/231001	23-May-03	David L. Summers; Darren Wesemann	instructions to foreign associates sent; application was filed in foreign patent office 5/23/03.
14999.22.1a.4	Japan - Spontaneous Virtual Private Network Between Portable Device and Enterprise Network			David L. Summers; Darren Wesemann	instructions to foreign associates sent; application will be filed in foreign patent office by due date June 20, 2003
14999.33.1a	PCT - Universal Voice Mail Gateway	PCT/US02/01518	18-Jan-02	Darren L. Wesemann; Makani Mason; Jon Willison; Tae-Deok Kweon; Dong-Kyun Nam	Postcard received 03/04/02; Filing receipt and Notice of Receipt of Search Copy mailed 03/18/02; Invitation to Correct Defects in Int. Application mailed 03/18/02, Response due (new POA) 04/18/02; Notice of Receipt of Record Copy recv'd 04/15/02; Response to Invitation to Correct Defects mailed 04/18/02; Notice Concerning Submission of Priority Doc mailed 04/10/02. ISR mailed 07/18/02. Vol. Amendment due 9/18/02. Notice of Designated Offices with Published app. Received 8/7/02. Demand filed 8/9/02.
14999.33.1a.1	EPO - Universal Voice Mail Gateway			Darren L. Wesemann; Makani Mason; Jon Willison; Tae-Deok Kweon; Dong-Kyun Nam	instructions to nationalize received from client 6/12/03
14999.33.1a.2	Canada - Universal Voice Mail Gateway			Darren L. Wesemann; Makani Mason; Jon Willison; Tae-Deok Kweon; Dong-Kyun Nam	instructions to nationalize received from client 6/12/03

14999.33.1a.3	Australia - Universal Voice Mail Gateway			Darren L. Wesemann; Makani Mason; Jon Willison; Tae-Deok Kweon; Dong-Kyun Nam	instructions to nationalize received from client 6/12/03
14999.33.1a.4	Japan - Universal Voice Mail Gateway			Darren L. Wesemann; Makani Mason; Jon Willison; Tae-Deok Kweon; Dong-Kyun Nam	instructions to nationalize received from client 6/12/03
14999.39.1a	PCT - Enabling Users to Configure a Process of Mapping Web Documents	PCT/US02/01515	18-Jan-02	D. Summers; D. Morton; C. Xu; D. Wesemann	Postcard received 03/01/02; Filing receipt and Receipt of Search Copy mailed 03/15/02; Notice of Receipt of Record Copy mailed 04/02/02; ISR mailed 5/31/02, Vol Amend. Due 7/31/02. Notice of Designated Offices with Published app. Received 8/7/02. Demand filed 8/9/02. Notice of Receipt of Demand mailed 8/30/02; IPER mailed 10/11/02;
14999.39.1a.1	EPO - Enabling Users to Configure a Process of Mapping Web Documents			D. Summers; D. Morton; C. Xu; D. Wesemann	instructions to nationalize received from client 6/12/03
14999.39.1a.2	Canada - Enabling Users to Configure a Process of Mapping Web Documents			D. Summers; D. Morton; C. Xu; D. Wesemann	instructions to nationalize received from client 6/12/03
14999.39.1a.3	Australia - Enabling Users to Configure a Process of Mapping Web Documents			D. Summers; D. Morton; C. Xu; D. Wesemann	instructions to nationalize received from client 6/12/03
14999.39.1a.4	Japan - Enabling Users to Configure a Process of Mapping Web Documents			D. Summers; D. Morton; C. Xu; D. Wesemann	instructions to nationalize received from client 6/12/03