

Tab settings => => 5-19-03

TR/



102474987

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

1. Name of conveying party(ies):
PROACTIVENET, INC.
2041 Mission College Blvd., Suite 260
Santa Clara, CA 95054

Individuals(s) Association
 General Partnership Limited Partnership
 Corporation-State **California**
 Other _____

2. Name and address of receiving party(ies)
Name: **SILICON VALLEY BANK**

Internal Address:
Street Address: **3003 Tasman Drive**
City: **Santa Clara** State: **California** ZIP: **95054-1191**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **California**
 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: **February 27, 2003**

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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Proactivenet (Reg. No. 2,466,446)
Proactivenet (Reg. No. 2,437,604)

Additional numbers attached? Yes No

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

Ms. Sharon R. Hayes

Name: **Buchalter, Nemer, Fields & Younger**

Internal Address:

Street Address: **601 South Figueroa Street, 24th Floor**

City: **Los Angeles** State: **California** ZIP: **90017**

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:
20-0052

(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.

Christina E Wilson
Ms. Sharon R. Hayes
Name of Person Signing

Christina E Wilson
Signature

May 16, 2003

Date

Total number of pages including cover sheet, attachments, and document: 1

06/16/2003 ECOOPER 00000274 200052 2466446

01 FC:8521 10.00 BA
02 FC:8522 25.00 BA

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 28, 2003 by and between SILICON VALLEY BANK ("Bank") and WHERENET CORP., a California 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 Loan and Security Agreement by and between Bank and Grantor, dated as 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, Patents, and Mask Works 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, 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 (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D 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

May 16, 2003

VIA OVERNIGHT COURIER

Thomson & Thomson
Suite 200
1750 "K" Street, NW
Washington, DC 20006
Attention: Christine Wilson

Re: Emergency Road Service, Inc. et. al.

Dear Christine:

Enclosed with this letter are the following documents:

1. Intellectual Property Security Agreement for Emergency Road Service, Inc. (to be recorded with the USPTO - Trademark Division);
2. Intellectual Property Security Agreement for Rapid Response Roadservice Motor Club, Inc. (to be recorded with the USPTO - Trademark Division);
3. Intellectual Property Security Agreement for IFleet, Inc. (to be recorded with the USPTO - Trademark Division);
4. Intellectual Property Security Agreement for IFleet, Inc. (to be recorded with the USPTO - Patent Division); and
5. Intellectual Property Security Agreement for IFleet, Inc. (to be recorded with the US Copyright Office).

Please record these documents with the appropriate agencies and provide me with written confirmation of their receipt of the same. **Please advance the fees needed to have an**

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.


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.

Address of Grantor:

2858 De La Cruz Boulevard
Santa Clara, California 95050

GRANTOR:

WHERE NET CORP.

By: 

Title: CFO

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

BANK:

SILICON VALLEY BANK

By: 

Title: SUP

Attn: Chris Hill

EXHIBIT A

Copyrights

Description

Registration/
Application
Number _____

Registration/
Application
Date _____

See Attached

Copyright Registration Information

Description	Reg Number	Date
WhereSoft resource manager:release 2.0	TX-5-162-470	Sept 5, 2000
WhereNet real-time location system: version 1.0.1	TX-5-258-748	Sept 5, 2000

EXHIBIT B

Patents

Description

Registration/
Application
Number _____

Registration/
Application
Date _____

see Attached

ISSUED US PATENTS

Description	Serial No.	Filing Date	Patent No.
<i>Radio Geo-Location System with Advanced First Received Wavefront Arrival Determination</i>	09/442,710	11/19/99	6,121,926
<i>Multi-Lateration System with Automatic Cable Calibration and Error Removals</i>	09/649,646	8/29/00	6,380,894
<i>Radio Location System Including Transceiver Tags</i>	09/239,399	1/28/99	5,995,046
<i>Object Identification System Employing Pulsed Magnetic Field-Stimulated, Tag-Embedded Transponder</i>	09/159,554	9/24/98	6,170,748
<i>Ultra Sensitive Magnetic Field Receiver Capable of Operating in High Noise Environments</i>	60/187,573 09/800,079	3/7/00 3/6/01	6,476,719
<i>Data Communication System Harnessing Frequency Shift Keyed Magnetic Field</i>	09/689,340	10/12/00	6,349,116
<i>Wireless Call Tag Based Material Replenishment System</i>	09/503,675	2/14/00	6,317,082
<i>Computer Workstation Tool for Displaying Performance Estimate of Tagged Object Geo-Location System for Proposed Geometry Layout of Tag Transmission Readers</i>	09/626,021	7/27/00	6,366,242
<i>Magnetic Field Emission and Differential Receiver Coil Configuration for Discriminating Response Magnetic Field From Transponder Tag</i>	09/159,555	9/24/98	6,268,723
<i>Elapsed Time Clock for Part Call Tag-Based Replenishment System</i>	09/503,167	2/14/00	6,502,005
<i>Distributed Network for Multi-Lateration with Circularly Polarized Antenna for Hemispherical Coverage</i>	09/390,030	9/2/99	6,127,976
<i>Spread Spectrum Baseband Modulation of Magnetic Fields for Communications and Proximity Sensing</i>	09/159,553	9/24/98	6,393,045
<i>Combined OOK-FSK/PPM Modulation and Communication Short Range Scheme Providing Low Cost, Low Power Consumption Short Range Radio Link</i>	09/185,467	11/3/98	6,434,194
<i>Radio Location System for Precisely Tracking Objects by RF Transceiver Tags Which Randomly and Repetitively Emit Wideband Identification Signals</i>	08/786,232	1/21/97	5,920,287

Description	Serial No.	Filing Date	Patent No.
<i>Sub-Symbol Matched Filter-Based Frequency Error Processing for Spread Spectrum Communication Systems</i>	09/159,242	9/23/98	6.366.626

ALLOWED US PATENT APPLICATIONS

Description	Serial No.	Filing Date
<i>Low Cost TDOA Location Processing Based on Multiple Readers-to-Single Processor Architecture</i>	09/839,573	4/20/01
<i>Transactions and Business Processes Enabled by Geo-Location Technology</i>	09/801,215	3/7/01

PENDING US PATENT APPLICATIONS

Description	Serial No.	Filing Date
<i>A Geo-Location System with Controllable Tags Enabled by Wireless Communications to the Tags</i>	09/798,837	3/2/01
<i>Proximity-Based Magnetic Field Generator for Controlling Operation of RF Burst-Transmitting Tags of Geolocation System</i>	09/759,290	1/11/01
<i>Geolocation System with Wireless Infrastructure</i>	09/756,625	1/8/01
<i>Composite BPSK/AM-BPSK Based Spectral Suppression of Out-of-Band Energy From Saturated RF Amplifier</i>	09/436,551	11/9/99
<i>Use of Rotating Magnetic Field to Enhance Communication with Rf Burst-transmitting Tags of Object Location System</i>	09/818,276	3/27/01
<i>System and Method For Identifying Objects Using Single Connection Line</i>	10/038,532	1/02/02
<i>Wireless Local Area Network With Geo-Location Capability</i>	09/997,282	11/29/01
<i>Interface Suppression for Wireless Local Area Network and Location System</i>	10/033,529	12/28/01

Description	Serial No.	Filing Date
<i>Wireless Local Area Network System With Mobile Access Point Station Determination</i>	10/023,481	12/17/01
<i>System and Method for Locating an Object Using Global Positioning System Receiver</i>	10/137,746	5/2/02
<i>Real-Time Locating System and Method Using Timing Signal</i>	10/138,795	5/3/02

PENDING PROVISIONAL APPLICATIONS

Description	Serial No.	Filing Date
<i>Tag Location System Including Leaky Cable</i>	60/411,454	9/17/02
<i>Tag Location System Using Two Location Sensors</i>	60/422,232	9/17/02

FOREIGN PATENTS & APPLICATIONS

Description	Serial No.	Filing Date	Patent No.	Issued
<i>Radio Location System Including Transceiver Tags</i>	PCT/US99/01732 (Publication # WO 99/39219)	1/28/99		
<i>Radio Location System Including Transceiver Tags</i>	99904335.9	8/30/00		
<i>Radio Location System Including Transceiver Tags.</i>	2,318,904	7/26/00		
<i>Wireless Call Tag Based Material Replenishment System</i>	00908636.4 PCT/US00/03755 (Publication # WO 00/48016)	2/14/00		
<i>Wireless Call Tag Based Material Replenishment System</i>	00908636	2/14/00	1159633	12/5/01

Description	Serial No.	Filing Date	Patent No.	Issued
<i>Transactions and Business Processes Executed Through Wireless Geolocation System Infrastructure</i>	PCT/US01/40258	3/7/01		
<i>Transactions and Business Processes Executed Through Wireless Geolocation System Infrastructure</i>	01931108.3	3/7/01		
<i>Elapsed Time Clock for Part Call Tag-Based Replenishment System</i>	PCT/US01/04669	2/13/01 8/14/02 (CA)		
<i>Elapsed Time Clock for Part Call Tag-Based Replenishment System</i>	2,400,311	08/12/2002		
<i>Distributed Network for Multi-Lateration with Circularly Polarized Antenna for Hemispherical Coverage</i>	PCT/US99/20146	9/2/1999		
<i>Distributed Network for Multi-Lateration with Circularly Polarized Antenna for Hemispherical Coverage</i>	99949580.7	2/26/01		
<i>Distributed Network for Multi-Lateration with Circularly Polarized Antenna for Hemispherical Coverage</i>	2,342,890	3/2/01		
<i>Distributed Network for Multi-Lateration with Circularly Polarized Antenna for Hemispherical Coverage</i>	62423/99	2/26/01	754932	9/2/99
<i>Distributed Network for Multi-Lateration with Circularly Polarized Antenna for Hemispherical Coverage</i>	510618	4/3/01		

EXHIBIT C

Trademarks

Description

Registration/
Application
Number _____

Registration/
Application
Date _____

see Attached

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

N/A

WhereNet Trademark

<u>Country:</u>	<u>European Union</u>	<u>Classes</u>	<u>Status</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
<u>Mark</u> WHERENET		9, 16, 42	Pending Application	2861888	09/25/2002		
<u>Country:</u>	<u>United States</u>						
<u>Mark</u> AWARE		41	Registered	76/24432	04/19/2001	2522494	12/25/2001
IT'S WHERE IT'S AT		40	Published	76/057269	05/22/2000		
IT'S WHERE IT'S AT (CHILD APPLICATION)		9	Registered	75/981824	05/22/2000	2589351	07/02/2002
WHERENET		40	Registered	75/728604	06/15/1999	2488604	09/11/2001
WHERENET		9	Registered	75/728605	06/15/1999	2493253	09/25/2001