

01-06-2004
102638627

116104

To the Honorable Commissioner of Patents and Trademarks

3 original documents or copy thereof.

<p>1. Name of conveying party(ies): MOBILITY TECHNOLOGIES, INC.</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: DELAWARE Other:</p> <p>Additional name(s) of conveying party(ies) attached? [] Yes [X] No</p> <p>3. Nature of Conveyance: [] Assignment [] Merger [X] Security Agreement [] Change of Name [] Other</p> <p>Execution Date: December 7, 2003</p>	<p>2. Name and address of receiving party(ies): Name: COMERICA BANK Address: 9920 S. LA CIENEGA BLVD., SUITE 1401 City: INGLEWOOD State: CA Zip: 90301</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: Other: a Michigan banking corporation</p> <p>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 [x] No</p>
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<p>4. Application number(s) or trademark number(s): A. Trademark Application No.(s) SEE ATTACHED SHEET</p>	<p>B. Trademark Registration No.(s) SEE ATTACHED SHEET</p>
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Additional numbers attached? [X] Yes [X] No

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Erin O'Brien Internal Address: GRAY CARY WARE & FREIDENRICH 4365 Executive Drive, Suite 1100 San Diego, California 92121-2133</p>	<p>6 Total number of applications and registrations involved: 18</p> <p>7. Total fee (37 CFR 3.41) \$465.00 [X] Enclosed [] Authorized to be charged to deposit account</p> <p>8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Erin O'Brien
Name of Person Signing

Erin O'Brien
Signature

January 5, 2004
Date

Total number of pages comprising cover sheet: [8]

Mail Documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

01/06/2004 BYRNE 00000091 78253337
01 FC:8521 40.00 DP
02 FC:8522 425.00 DP

TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Tango (and design)	78/253,337	05/22/03
It's About Time	78/218,753	02/25/03
It's Time to Tango	78/218,734	02/25/03
Tango time	78/218,702	02/25/03
Tango	78/218,675	02/25/03
Traffic Pulse Voice	2,742,028	07/29/03
Traffic Pulsevoice (and design)	2,742,027	07/29/03
Traffic Pulse Networks (and design)	2,697,667	03/18/03
Traffic Pulse Networks	2,695,462	03/11/03
Mobility Technologies (and design)	2,680,551	01/28/03
Digital Traffic Pulse	2,668,747	12/31/02
Mobility Technologies	2,626,421	09/24/02
Time is on Your Side	2,560,361	04/09/02
Keyroute	2,599,763	07/23/02
Digital Travel Time	2,756,773	08/26/03
Traffic Pulse	2,590,868	07/09/02
Traffic.com	2,661,619	12/17/02
Traffic.com (and design)	2,487,579	09/11/01

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 7, 2003 by and between COMERICA BANK ("Bank") and MOBILITY TECHNOLOGIES, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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 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 and Patents 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 and Trademarks listed on Schedules A, B and C 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 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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 the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

MOBILITY TECHNOLOGIES, INC.

Address of Grantor:

851 Duportail Road, Suite 220
Wayne, PA 19087

Attn: Jim McDvitt

By: David V. Fannetta
Title: President

BANK:

COMERICA BANK

Address of Bank:

9920 S. La Cienega Blvd., Suite 1401
Inglewood, CA 90301

Attn: Manager

By: _____
Title: _____

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT DATED AS OF THE DATE HEREOF BY AND BETWEEN COMERICA BANK, POTOMAC ASSET MANAGEMENT COMPANY, INC. AND NATIONAL ELECTRICAL BENEFIT FUND.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

MOBILITY TECHNOLOGIES, INC.

Address of Grantor:

851 Duportail Road, Suite 220
Wayne, PA 19087

Attn: Jim McDevitt

By: _____

Title: _____

BANK:

COMERICA BANK

Address of Bank:

9920 S. La Cienega Blvd., Suite 1401
Inglewood, CA 90301

Attn: Manager

By:  _____
Title: SVP _____

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT DATED AS OF THE DATE HEREOF BY AND BETWEEN COMERICA BANK, POTOMAC ASSET MANAGEMENT COMPANY, INC. AND NATIONAL ELECTRICAL BENEFIT FUND.

EXHIBIT A

Copyrights

Registration
Number

Registration
Date

Description

Gray Cary\PA\10321537.1
1090371-992300

TRADEMARK
REEL: 002890 FRAME: 0829

EXHIBIT B

Patents

Description

**Patent/Application
Number**

**Issue/Application
Date**

Gray Cary\PA\10321537.1
1090371-992300

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
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1090371-992300