

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ecutel Systems, Inc.		08/30/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Crosshill Georgetown Capital, L.P.
Street Address:	1000 Wilson Boulevard
Internal Address:	Suite 1850
City:	Arlington
State/Country:	VIRGINIA
Postal Code:	22209
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2591098	ECUTEL
Registration Number:	2620245	VIATORES
Serial Number:	75472270	VIATORES

CORRESPONDENCE DATA

Fax Number: (404)962-6771

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 4048853539

Email: trademarks@troutmansanders.com

Correspondent Name: Troutman Sanders LLP

Address Line 1: 600 Peachtree Street, N.E.,

Address Line 2: Bank of America Plaza, Suite 5200

Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:

224126.018

NAME OF SUBMITTER:

Segeda T. Ranjeet, Esq.

900013136

TRADEMARK
REEL: 002941 FRAME: 0922

OP \$90.00 2591098

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August ~~30~~, 2004 by and between CROSSHILL GEORGETOWN CAPITAL, L.P. ("Lender") and ECUTEL SYSTEMS, INC. ("Grantor").

RECITALS

A. Lender 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 Lender and Grantor dated August __, 2004 (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). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender 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 Lender 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 Lender 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 Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender 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 Lender, of any or all other rights, powers or remedies.

{[SIGNATURES APPEAR ON THE FOLLOWING PAGE]}

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:

2300 Corporate Park Drive, Suite 410
Herndon, Virginia 20171
Attn: THOMAS EGAN

GRANTOR:

ECUTEL SYSTEMS, INC.

By: Thomas P. Manton

Title: PRESIDENT & CEO

Address of Lender:

1000 Wilson Boulevard, Suite 1850
Arlington, Virginia 22209

LENDER:

CROSSHILL GEORGETOWN CAPITAL,
L.P.

By: [Signature]

Title: PRINCIPAL

Exhibit A

Copyrights

Description

**Registration/
Application
Number**

**Registration/
Application
Date**

NONE

Exhibit B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
"SYSTEM AND METHOD FOR SECURE NETWORK MOBILITY"	09/987,168	Nov 13, 2001
"SYSTEM AND METHOD FOR SECURE NETWORK MOBILITY"	PCT/US01/43066	Nov 13, 2001
"NETWORK MANAGEMENT METHOD AND TOOL"	10/084,913	March 1, 2002

Exhibit C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ECUTEL	Reg. No. 2591098 USA	Registered April, 16, 2002
VIATORES	Reg. No. 2620245 USA	Registered Sept 17, 2002
VIATORES	App No. 75/472270 USA	Filed April 22, 1998
INCISCENT	App No. 76/060,330 USA	Filed May 31, 2000
IC ²	App No. 76/422,984 USA	Filed June 14, 2002
INCISCENT COMMAND AND CONTROL	App No. 76/422,983 USA	Filed June 14, 2002
WIRED AND WIRELESS	App No. 76/141,561 USA	Filed Oct 4, 2000
INCISCENT and design	App No. 76/060,327 USA	Filed May 31, 2000