

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Amendment (to Amended and Restated Intellectual Property Security Agreement)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
InPhonic, Inc.		07/30/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Comerica Bank, successor by merger to Comerica Bank-California
Street Address:	226 Airport Parkway
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95110
Entity Type:	California bank:

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2630092	INPHONIC
Registration Number:	2637716	UNIFIED INFORMATION
Registration Number:	2658604	WELCOME TO OUR WIRELESS WORLD
Registration Number:	2768131	WIREFLY
Registration Number:	2843311	POINT.COM
Registration Number:	2854629	LIBERTY WIRELESS
Serial Number:	75706620	POINT.COM
Serial Number:	75706621	POINT.COM
Serial Number:	76130493	BRIGHTPOD
Serial Number:	76105500	WINDCASTER
Serial Number:	76106705	TURNING PAGE VIEWS INTO PROFITS
Serial Number:	76214680	ECOSYSTEM MOBILITY
Serial Number:	76291930	WE DELIVER CELLULAR
Serial Number:	76297143	INPHONIC INPOWER

CH \$465.00 2630092

Serial Number:	76406872	STARBOX
Serial Number:	76406865	STARNUMBER
Serial Number:	76449484	POWERED BY INPHONIC
Serial Number:	78358124	WE DELIVER CELLULAR

CORRESPONDENCE DATA

Fax Number: (650)849-7400

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

Phone: 6508435381

Email: dsanchezbentz@cooley.com

Correspondent Name: Diana Sanchez Bentz

Address Line 1: 5 Palo Alto Square, 3000 El Camino Real

Address Line 2: Cooley Godward LLP

Address Line 4: Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:

036703-178

NAME OF SUBMITTER:

Diana Sanchez Bentz

Total Attachments: 7

source=InPhonic TM filing#page3.tif

source=InPhonic TM filing#page4.tif

source=InPhonic TM filing#page5.tif

source=InPhonic TM filing#page6.tif

source=InPhonic TM filing#page7.tif

source=InPhonic TM filing#page8.tif

source=InPhonic TM filing#page9.tif

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant/Applicant: InPhonic, Inc.
Trademarks: See attached Exhibit A

**NOTICE OF AMENDMENT (TO AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT)**

TRADEMARKS

WHEREAS, InPhonic, Inc., a Delaware corporation (the "Company"), having its principal offices at 1010 Wisconsin Avenue, Suite 250, Washington, DC 20007, has adopted, used or had an intent-to-use the trademarks listed on Exhibit A, attached hereto and incorporated herein, now registered or in the process of registration in the United States Patent and Trademark Office; and

WHEREAS, the Company entered into that certain Amended and Restated Intellectual Property Security Agreement dated March 1, 2002 (the "Agreement"), with Comerica Bank, successor by merger to Comerica Bank – California ("Bank"), a true and correct copy of which was recorded by the United States Patent and Trademark Office on May 31, 2002 at Reel 2518, Frame 0583;

WHEREAS, the Company and Bank wish to amend the Agreement as set forth in the Amendment to Amended and Restated Intellectual Property Security Agreement (the "Amendment"), attached hereto and incorporated herein;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Company and Bank hereby:

1. amend the Agreement as set forth in the Amendment; and
2. authorize and request the Commissioner of Patents and Trademarks of the United States of America to note and record the existence of this Notice hereby given.

[AMENDMENT FOLLOWS]

**EXHIBIT A
TRADEMARKS**

Description	Registration/ Number	Registration/Date
INPHONIC	2,630,092	October 8, 2002
UNIFIED INFORMATION	2,637,716	October 15, 2002
WELCOME TO OUR WIRELESS WORLD	2,658,604	December 10, 2002
WIREFLY	2,768,131	September 23, 2003
POINT.COM	2,843,311	May 18, 2004
LIBERTY WIRELESS	2,854,629	June 15, 2004

TRADEMARK APPLICATIONS

Description	Application/ Number	Application Date
POINT.COM	75/706,620	May 17, 1999
POINT.COM	75/706,621	May 17, 1999
BRIGHTPOD	76/130,493	September 18, 2000
WINDCASTER	76/105,500	August 8, 2000
TURNING PAGE VIEWS INTO PROFITS	76/106,705	August 10, 2000
ECOSYSTEM MOBILITY	76/214,680	February 22, 2001
WE DELIVER CELLULAR	76/291,930	July 30, 2001
INPHONIC INPOWER	76/297,143	August 9, 2001
STARBOX	76/406,872	May 8, 2002
STARNUMBER	76/406,865	May 8, 2002
POWERED BY INPHONIC	76/449,484	September 11, 2002
WE DELIVER CELLULAR	78/358,124	January 27, 2004

AMENDMENT TO
AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDMENT TO AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Amendment*") is entered into and effective as of July 30, 2004, by and between INPHONIC, INC. (the "*Grantor*"), and COMERICA BANK, successor by merger to COMERICA BANK-CALIFORNIA ("*Bank*"). Capitalized terms used but not defined herein have the meanings given to them in the Amended and Restated Intellectual Property Security Agreement, dated as of March 1, 2002, by and between Grantor and Bank (the "*Agreement*").

RECITALS:

WHEREAS, Grantor and Bank wish to amend the Agreement to, among other things, update the exhibits thereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT:

1. Amendments.

1.1 The following is added to the second paragraph in the Section entitled "AGREEMENT" of the Agreement:

"Grantor hereby acknowledges and agrees that Bank may, from time to time and without notice to Grantor, amend Exhibits A, B and C hereto to reflect changes in Grantor's right, title and interest in, to and under any Copyrights, Patents and Trademarks; *provided* that Grantor acknowledges and agrees that Bank's failure to so amend such Exhibits shall not limit or impair Bank's security interest in any Intellectual Property Collateral of Grantor."

1.2 Exhibit B of the Agreement is hereby deleted in its entirety and replaced with *Exhibit B* attached hereto.

1.3 Exhibit C of the Agreement is hereby deleted in its entirety and replaced with *Exhibit C* attached hereto.

2. Miscellaneous.

2.1 **Ratification and Reaffirmation of Liens.** Grantor hereby ratify and reaffirm the validity and enforceability of all of the liens and security interests heretofore granted pursuant to the Agreement, as collateral security for Grantor's obligations under the Loan Agreement, and acknowledges that all of such liens and security interests, and all Intellectual Property Collateral heretofore pledged as security for such obligations, continues to be and remains collateral for the such obligations from and after the date hereof.

2.2 Representations And Warranties. Grantor represents and warrants that its representations and warranties in the Agreement continue to be true and complete in all material respects as of the date hereof after giving effect to this Amendment and that the execution, delivery and performance of this Amendment are duly authorized, do not require the consent or approval of any governmental body or regulatory authority and are not in contravention of or in conflict with any law or regulation or any term or provision of any other agreement entered into by Grantor.

2.3 Full Force And Effect; Entire Agreement. Except to the extent expressly provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect. This Amendment and the Agreement constitute and contain the entire agreement of the parties with respect to the subject matter hereof and thereof and supersede any and all prior agreements, negotiations, correspondence, understandings and communications between the parties, whether written or oral, respecting the subject matter hereof and thereof.

2.4 Counterparts. This Amendment may be executed in any number of counterparts, each of which when so delivered shall be deemed an original, but all such counterparts taken together shall constitute but one and the same instrument.

2.5 Conditions Precedent to Effectiveness. The effectiveness of this Amendment is conditioned upon receipt by Bank of (a) this Amendment, (b) payment of all reasonable fees and expenses incurred by Bank in connection with the preparation and execution of this Amendment, including without limitation, all legal fees; and (c) any other documents which Bank may require to carry out the terms hereof.

* * *

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT TO AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT as of the date first above written.

GRANTOR:

Address of Grantor:

1010 Wisconsin Avenue, Suite 250
Washington, DC 20007
Attn:

INPHONIC, INC.

By: 

Title: Lawrence Winkler, CFO

BANK:

Address of Bank:

226 Airport Parkway
San Jose, CA 95110
Attn: Corporate Banking Center

COMERICA BANK

By: 

Title: v.p.

EXHIBIT B

PATENTS

Description	Registration/ Publication/ Application Number	Registration Date	Publication/ Application/Date
VIRTUAL PRIVATE WIRELESS NETWORK	6,618,763	September 9, 2003	
METHOD OF OPERATING A VIRTUAL PRIVATE WIRELESS NETWORK IMPLEMENTING MESSAGE DELIVERY PREFERENCES OF THE USER	20040037259 10/606672		February 26, 2004 June 26, 2003
METHOD OF SELLING PRODUCTS FROM THIRD-PARTY SITES	60/180,255		February 4, 2000
SYSTEMS, METHODS, AND COMPUTER PROGRAM PRODUCTS FOR DYNAMICALLY INSERTING CONTENT INTO WEB DOCUMENTS FOR DISPLAY BY CLIENT DEVICES	20020123334 09/799194		September 5, 2002 March 5, 2001
SYSTEMS, METHODS, AND COMPUTER PROGRAM PRODUCTS FOR FACILITATING DISPLAY OF CONTENT WITHIN APPLICATION PROGRAMS EXECUTING ON ELECTRONIC DEVICES	20020004855 09/860401		January 10, 2002 May 18, 2001
SYSTEMS, METHODS, AND COMPUTER PROGRAM PRODUCTS THAT FACILITATE AND ACCOUNT FOR CALL-THROUGH ADVERTISING BETWEEN ADVERTISERS AND USERS OF WEB-ENABLED TELEPHONE DEVICES	20020082938 09/905799		June 27, 2002 July 13, 2001
SYSTEMS, METHODS, AND COMPUTER PROGRAM PRODUCTS FOR INTEGRATING ADVERTISING WITHIN WEB CONTENT	20020062393 09/922348		May 23, 2002 August 3, 2001
SYSTEMS, METHODS, AND COMPUTER PROGRAM PRODUCTS FOR REGISTERING WIRELESS DEVICE USERS IN DIRECT MARKETING CAMPAIGNS	20030114157 10/017355		June 19, 2003 December 14, 2001
METHOD AND SYSTEM FOR SHORT MESSAGE SERVICE (SMS) TRANSACTIONS FOR WIRELESS DEVICES	20040006538 10/420074		January 8, 2004 April 22, 2003

EXHIBIT C
TRADEMARKS

Description	Registration/ Number	Registration/Date
INPHONIC	2,630,092	October 8, 2002
UNIFIED INFORMATION	2,637,716	October 15, 2002
WELCOME TO OUR WIRELESS WORLD	2,658,604	December 10, 2002
WIREFLY	2,768,131	September 23, 2003
POINT.COM	2,843,311	May 18, 2004
LIBERTY WIRELESS,	2,854,629	June 15, 2004

TRADEMARK APPLICATIONS

Description	Application/ Number	Application Date
POINT.COM	75/706,620	May 17, 1999
POINT.COM	75/706,621	May 17, 1999
BRIGHTPOD	76/130,493	September 18, 2000
WINDCASTER	76/105,500	August 8, 2000
TURNING PAGE VIEWS INTO PROFITS	76/106,705	August 10, 2000
ECOSYSTEM MOBILITY	76/214,680	February 22, 2001
WE DELIVER CELLULAR	76/291,930	July 30, 2001
INPHONIC INPOWER	76/297,143	August 9, 2001
STARBOX	76/406,872	May 8, 2002
STARNUMBER	76/406,865	May 8, 2002
POWERED BY INPHONIC	76/449,484	September 11, 2002
WE DELIVER CELLULAR	78/358,124	January 27, 2004