

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
Telephia, Inc.		09/08/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	AEA Investors LLC
Street Address:	65 East 55th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

Name:	Centennial Ventures VII, L.P.
Street Address:	1428 15th Street
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Centennial Entrepreneurs Fund VII, L.P.
Street Address:	1428 15th Street
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2481537	TELEPHIA
Registration Number:	2527343	T E L E P H I A
Serial Number:	76024543	ESSENTIAL INTELLIGENCE

OP \$115.00 2481537

Serial Number:

78063188

CORRESPONDENCE DATA

Fax Number: (303)473-2720

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

Phone: 303-473-2726

Email: docket@hollandhart.com

Correspondent Name: Kristine M. Miller

Address Line 1: 555 Seventeenth Street, Suite 3200

Address Line 2: P.O. Box 8749

Address Line 4: Denver, COLORADO 80201

ATTORNEY DOCKET NUMBER:

46046.0002

NAME OF SUBMITTER:

Kristine M. Miller

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into effective as of September 8, 2004 by Telephia, Inc., a Delaware corporation ("Grantor"), in favor of the Purchasers party to the Note Purchase Agreement referred to in the following paragraph (the "Secured Parties").

In consideration of Secured Parties' provision of financing to Grantor pursuant to that certain Note and Warrant Purchase Agreement among Grantor and the Secured Parties dated as of September 8, 2004 (as the same may be amended, modified or supplemented from time to time, the "Note Purchase Agreement"), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and the Secured Parties agree as follows (with initially capitalized terms not defined herein having the meaning given them in the Note Purchase Agreement):

1. Security Interest in Intellectual Property. To secure its obligations under the Note Purchase Agreement, the related Notes and the other Transaction Agreements (all as defined in the Note Purchase Agreement) (collectively, the "Obligations"), Grantor hereby grants and pledges to each Secured Party a security interest in all of Grantor's intellectual property (including without limitation those copyrights, patents, trademarks and service marks and applications therefor listed on Exhibits 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 (collectively, the "Intellectual Property Collateral").

2. Restrictions on Future Licenses. Without the written consent of Secured Parties holding at least sixty percent (60%) of the outstanding principal amount of the Notes (the "Required Holders"), Grantor shall not enter into, or become bound by, any license, assignment or similar agreement with respect to the Intellectual Property Collateral that is reasonably likely to have a material impact on Grantor's business or financial condition, except for non-exclusive licenses entered into in the ordinary course of business and the non-exclusive license of certain technology to the former stockholders of Criterion Wireless Corp. under certain circumstances in accordance with that certain Technology Agreement dated as of October 31, 2002.

3. New Intellectual Property. Grantor represents and warrants that the copyrights, patents and trademarks and service marks (and applications therefor) listed on Exhibits A, B, and C, respectively, constitute all of the copyrights, patents, trademarks, service marks and applications now owned by Grantor. If, before Grantor's Obligations shall have been satisfied in full, Grantor shall (a) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, service marks, service mark registrations, service names, or licenses, or (b) become entitled to the benefit of any patent, service mark or trademark application, service mark, service mark

registration, trademark, trademark registration, or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any existing patent or any improvement on any existing patent, the provisions of this Agreement shall automatically apply thereto and Grantor shall give the Secured Parties prompt written notice thereof. Grantor hereby authorizes the Secured Parties, as attorneys in fact, to file or refile this Agreement with the United States Patent and Trademark Office.

4. Certain Remedies. If an Event of Default (as such term is defined in the Notes) shall have occurred and be continuing, the Secured Parties may exercise in respect of the Intellectual Property Collateral, in addition to all other rights and remedies provided for herein or otherwise available to the Secured Parties, all the rights and remedies of a secured party on default under the Uniform Commercial Code as in effect on the date of this Agreement in the State of Delaware, as amended from time to time (the "UCC") (whether or not the UCC applies to the affected Intellectual Property Collateral), and also may, upon prior written notice to Grantor, sell, assign or license, subject to then effective license agreements, at public or private sale or otherwise realize upon for cash, on credit or for future delivery, and at such price or prices and upon such other terms as are commercially reasonable, the whole or from time to time any part of the Intellectual Property Collateral, and after deducting from the proceeds of sale or other disposition of the Intellectual Property Collateral all expenses (including all reasonable expenses for brokers' fees and legal services), apply the amount of such proceeds toward the payment of the Obligations of Grantor. The Secured Parties will return any excess proceeds to Grantor and Grantor shall remain liable to the Secured Parties for any deficiency. The Secured Parties' rights and remedies under this Agreement shall be cumulative and not exclusive of any other right or remedy which the Secured Parties may have.

5. Contingent Assignment. Grantor has executed in blank and delivered to the Secured Parties an assignment of federally registered trademarks in substantially the form of Appendix 1 to this Agreement (the "Assignment of Trademarks") and an assignment of federally registered patents in substantially the form of Appendix 2 to this Agreement (the "Assignment of Patents"). Grantor hereby authorizes the Secured Parties to complete as assignee and record with the United States Patent and Trademark Office the Assignment of Trademarks and the Assignment of Patents upon the occurrence and during the continuance of an Event of Default (as such term is defined in the Notes) and the proper exercise of the Secured Parties' remedies under this Agreement. Upon the occurrence of and during the continuance of an Event of Default (as such term is defined in the Notes), Grantor hereby authorizes the Commissioner of Patents and Trademarks to issue any and all of Grantor's patents on said inventions and any and all certificates of registration on all Grantor's trademarks to the Secured Parties as assignee of Grantor's entire interest.

6. Further Assurances. Grantor will execute and deliver to the Secured Parties from time to time such supplemental assignments or other instruments, including but not by way of limitation, additional assignments to be filed with the United States Patent and Trademark Office, as the Secured Parties may require for the

purpose of confirming the Secured Parties' interests in the Intellectual Property Collateral.

7. Term. This Agreement and the security interests granted in this Agreement shall continue and be in full force and effect until the earlier of (a) the expiration of each of the respective copyrights, patents, trademarks, service marks and licenses assigned under this Agreement or (b) the Obligations of Grantor have been paid in full in cash or until the conversion or other cancellation of the Notes, at which time they shall terminate.

8. Waivers. No course of dealing between Grantor and the Secured Parties nor any failure to exercise nor any delay in exercising, on the part of the Secured Parties, any right, power or privilege under this Agreement or under the Notes shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

9. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdictions, or any other clause or provision of this Agreement in any jurisdiction.

10. Modification. This Agreement cannot be altered, amended or modified in any way, except by a writing signed by the Required Holders.

11. Binding Effect; Benefits. This Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of the Secured Parties, their successors and assigns.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the local laws of the State of California, excluding conflict of law principles that would cause the applications of laws of any other jurisdiction.

13. Collateral Agent.

a. Notwithstanding any provision in this Agreement to the contrary, no individual Secured Party hereunder shall have the right to take any legal action or bring any suit in respect of any provision of this Security Agreement. Additionally, no action arising from or in connection with an Event of Default shall be made, unless Secured Parties, acting through the Collateral Agent and representing the Required Holders (the "Authorized Secured Party"), as calculated at the time of the action or amendment, have elected in writing to take such action; provided that the holders of a majority of the outstanding principal amount of the Notes held by all secured Parties may give notice of an Event of Default (as defined in the Notes), make a demand for payment or waive an Event of Default. Any writing signed by the Authorized Secured

Party shall have the legal effect of a writing signed by all Secured Parties with respect to this Section 13(a).

b. Each Secured Party hereby appoints and authorizes AEA Investors Inc. (the "Collateral Agent") to take such actions as the Collateral Agent on its behalf and to exercise such powers under this Security Agreement as are delegated to the Collateral Agent by the terms hereof, together with such powers as are reasonably incidental thereto. The Collateral Agent shall have no duties or responsibilities except those expressly set forth in this Security Agreement. **THE DUTIES OF THE COLLATERAL AGENT SHALL BE MECHANICAL AND ADMINISTRATIVE IN NATURE; THE COLLATERAL AGENT SHALL NOT HAVE BY REASON OF THIS SECURITY AGREEMENT A FIDUCIARY RELATIONSHIP IN RESPECT OF ANY SECURED PARTY; AND NOTHING IN THIS SECURITY AGREEMENT OR THE NOTES, EXPRESS OR IMPLIED, IS INTENDED TO OR SHALL BE SO CONSTRUED AS TO IMPOSE UPON THE COLLATERAL AGENT ANY OBLIGATIONS IN RESPECT OF THIS SECURITY AGREEMENT EXCEPT AS EXPRESSLY SET FORTH HEREIN.** In any instance where the Collateral Agent is required or permitted to consent to or approve any action of Grantor under this Security Agreement, such consent or approval shall be deemed to be administrative in nature and may be given or withheld in the Collateral Agent's sole discretion unless this Security Agreement or the Notes state otherwise. As to any matters not expressly provided for by this Security Agreement, including enforcement or collection of the Notes, the Collateral Agent shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining) upon the written instructions of the Authorized Secured Party, and such instructions shall be binding on the Secured Parties, provided that the Collateral Agent shall not be required to take any action which exposes the Collateral Agent to personal liability or which is contrary to this Security Agreement, the Notes or applicable law. Each Secured Party shall execute and deliver such additional instruments, including powers of attorney in favor of the Collateral Agent, as may be necessary or desirable to enable the Collateral Agent to exercise its powers hereunder.

c. Without limiting the foregoing, the Collateral Agent is authorized on behalf of the Secured Parties, without the necessity of any notice to or further consent from the Secured Parties, from time to time to take any action with respect to any Collateral which may be necessary to maintain perfected security interest in and liens upon the Collateral. Unless the Collateral Agent shall receive written instructions from the Authorized Secured Party, however, the Collateral Agent shall have no independent duty to take such actions.

d. The Collateral Agent and, if applicable, any of its partners, officers, agents or employees, shall not be liable for any action taken or omitted to be taken by it or any of them under or in connection with its role as Collateral Agent under this Security Agreement, except for its or their own gross negligence or willful misconduct or intentional breach of this Agreement. Without limiting the generality of the foregoing, the Collateral Agent:

i. may treat each Secured Party which is a party hereto as the party entitled to receive payments hereunder until the Collateral Agent receives written notice of the assignment of such Secured Party's interest herein signed by such Secured Party and made in accordance with the terms hereof and a written agreement of the assignee that it is bound hereby to the same extent as it would have been had it been an original party hereto, in each case in form satisfactory to the Collateral Agent;

ii. to the extent the Collateral Agent deems reasonably necessary, the Collateral Agent may consult with legal counsel, independent public accountants and other experts selected by the Collateral Agent, the reasonable cost of which consultation shall be borne by Grantor, and the Collateral Agent shall not be liable for any action taken or omitted to be taken in good faith in accordance with the advice of such experts;

iii. makes no warranty or representation of any kind whatsoever to any Secured Party and shall not be responsible to any Secured Party for any statements, warranties or representations made in or in connection with this Security Agreement, the Notes, or in any instrument or document furnished pursuant hereto or thereto;

iv. shall not have any duty to ascertain or to inquire as to the performance of any of the terms, covenants, or conditions of the Notes, or of any instrument or document furnished pursuant thereto on the part of Grantor or as to the use of the proceeds of any Note;

v. shall not be responsible to any Secured Party for the due execution, legality, validity, enforceability, genuineness, effectiveness, or value of this Security Agreement, of any Note, or of any instrument or document furnished pursuant hereto or thereto; and

vi. shall incur no liability under or in respect of this Security Agreement or any other Note by acting upon any written notice, consent, certificate or other instrument or writing (which may be by cable, telex, telefax or electronic mail) believed by it to be genuine and signed, sent or made by the proper party or parties or by acting upon any representation or warranty of Grantor made or deemed to be made in this Security Agreement or any other Note.

e. With respect to obligations owed to the Collateral Agent by Grantor, the Collateral Agent shall have the same rights and powers under this Security Agreement and the Notes as any other Secured Party and may exercise the same as though it were not the Collateral Agent, and the term "Secured Party" as used herein shall, unless otherwise expressly indicated, include the Collateral Agent in its individual capacity.

f. Each Secured Party agrees to indemnify the Collateral Agent on a pro rata basis, according to the amount of principal under the Notes held by each such Secured Party bears to the aggregate principal amount of all Notes held by the Secured

Parties (the "Pro Rata Amount"), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements or any kind or nature whatsoever which may be imposed on, incurred by or asserted against the Collateral Agent in any way relating to or arising out of this Security Agreement or any Notes or any action taken or omitted by the Collateral Agent under this Security Agreement or any other Note, except any such as result from the Collateral Agent's gross negligence or willful misconduct. Without limiting the foregoing, each Secured Party agrees to reimburse the Collateral Agent promptly on demand in proportion to its Pro Rata Amount for any out-of-pocket expenses, including legal fees, incurred by the Collateral Agent in connection with the administration or enforcement or preservation of any rights under this Security Agreement or any Note.

14. Additional Parties. Any party that becomes a party to the Note Purchase Agreement after the date hereof shall become a Secured Party under this Agreement by executing counterpart signature pages which shall be attached hereto.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has executed this Intellectual Property Security Agreement for the benefit of the Secured Parties.

GRANTOR:

TELEPHIA, INC

By: _____

Name: _____

Title: _____

[Handwritten Signature]
George S. Roberts
CEO + President

Address of Grantor:

101 Green Street
San Francisco, CA 94111

AGREED:

SECURED PARTIES:

AEA INVESTORS LLC

By: _____

Its: _____

IN WITNESS WHEREOF, the Grantor has executed this Intellectual Property Security Agreement for the benefit of the Secured Parties.

GRANTOR:

TELEPHIA, INC.

By: _____

Name: _____

Title: _____

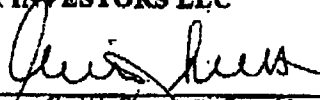
Address of Grantor:

101 Green Street
San Francisco, CA 94111

AGREED:

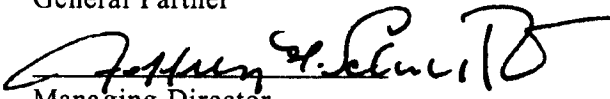
SECURED PARTIES:

AEA INVESTORS LLC

By: 
Name: CHASTINE T SMITH
Title: VICE PRESIDENT

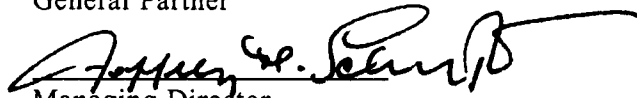
CENTENNIAL VENTURES VII, L.P.

By: Centennial Holdings VII, LLC
Its: General Partner

By: 
Its: Managing Director

CENTENNIAL ENTREPRENEURS FUND VII, L.P.

By: Centennial Holdings VII, LLC
Its: General Partner

By: 
Its: Managing Director

COLLATERAL AGENT:

AEA INVESTORS INC.

By:
Title:
Address:

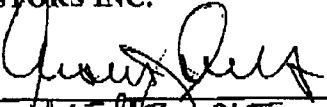

VICE PRESIDENT
165 E 57th St
New York, NY 10022

Exhibit "A" attached to that certain Intellectual Property Security Agreement dated September 8, 2004

EXHIBIT "A"

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
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None.

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

<u>COPYRIGHT PUBLIC DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF DISTRIBUTION</u>
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None.

SCHEDULE C - UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

Copyright Description	Date of Creation	First Date of Distribution	Original Author/Owner (if different from Grantor)	Date and Recordation Number of IP Agreement to Owner or Grantor (if original author or owner of copyright is different from Grantor)

Exhibit "B" attached to that certain Intellectual Property Security Agreement dated September 8, 2004

EXHIBIT "B"

PATENTS

Patent Name	Applications Number/ Registration Number	File Date	Status
System and Method for Gathering Data from Wireless Communications Networks *	09/271,105 6516189	3/17/99	issued 2/4/03
System and Method for Measuring Wireless Device and Network Usage and Performance Metrics *	09/654,486 6745011	9/1/00	issued 6/1/04
System and Method for Measuring Wireless Device and Network Usage and Performance Metrics	09/94,843 6754470	8/31/01	issued 6/22/04
Wireless Network Monitoring *	09/953,488	9/14/01	pending
Bitwise Monitoring of Network Performance	09/899,955	7/6/01	pending
Method and System for Collecting and Analyzing Market Data in a Mobile communications System	10237478	9/6/02	pending

* notice of security interest filed by Silicon Valley Bank previously

