

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spatial Communications Technologies, Inc.	Spatial Wireless, Inc.	10/07/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Spatial Acquisition I, LLC.
Street Address:	54, rue la Boetie
Internal Address:	c/o Alcatel
City:	Paris
State/Country:	FRANCE
Postal Code:	75008
Entity Type:	Limited Liability Corp.: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Serial Number:	76364145	SPATIAL PORTICO
Serial Number:	76363617	SPATIAL WIRELESS
Serial Number:	76363622	SPATIAL ATRIUM

CORRESPONDENCE DATA	
Fax Number:	(212)969-2900 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>
Phone:	212 969-3000
Email:	trademark@proskauer.com
Correspondent Name:	Proskauer Rose LLP
Address Line 1:	1585 Broadway
Address Line 4:	New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	10408-045
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DOMESTIC REPRESENTATIVE
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CH \$90.00 76364145

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

Susan Joe

Total Attachments: 12

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## SECURITY AGREEMENT

This Security Agreement (as amended, modified or otherwise supplemented from time to time, this "**Security Agreement**"), dated as of October 7, 2004, is executed by Spatial Communications Technologies, Inc., a Delaware corporation (together with its successors and assigns, "**Company**"), in favor of Spatial Acquisition I, LLC, a Delaware limited liability company ("**Secured Party**") and wholly owned subsidiary of Alcatel, a French société anonyme ("**Alcatel**"), and Alcatel.

### RECITALS

A. Company, Alcatel, Spatial Acquisition Corp., a Delaware corporation and a direct, wholly owned subsidiary of Alcatel ("**Merger Sub**"), and VantagePoint Venture Partners IV (Q), L.P., as the initial representative of the Company Stockholders (the "**Stockholders' Representative**") have entered into an Agreement and Plan of Merger dated as of September 16, 2004 (the "**Merger Agreement**"), pursuant to which the Company will issue to Secured Party promissory notes (as amended, modified or otherwise supplemented from time to time, each a "**Note**" and collectively, the "**Notes**") in an aggregate amount of up to \$7,500,000. This Agreement, the Merger Agreement and the Notes may hereinafter from time to time be referred to as the "**Transaction Documents**".

B. In order to induce Secured Party to extend the credit evidenced by the Notes, Company has agreed to enter into this Security Agreement and to grant to Secured Party, the security interest in the Collateral described below.

### AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Company hereby agrees with Secured Party as follows:

1. Definitions and Interpretation. When used in this Security Agreement, the following terms have the following respective meanings:

"**Collateral**" has the meaning given to that term in Section 2 hereof.

"**Obligations**" means all loans, advances, debts, liabilities and obligations, howsoever arising, owed by Company to Secured Party of every kind and description (whether or not evidenced by any note or instrument and whether or not for the payment of money), now existing or hereafter arising under or pursuant to the terms of the Notes and the other Transaction Documents, including, all interest, fees, charges, expenses, attorneys' fees and costs and accountants' fees and costs chargeable to and payable by Company hereunder and thereunder, in each case, whether direct or indirect, absolute or contingent, due or to become due, and whether or not arising after the commencement of a proceeding under Title 11 of the United States Code (11 U.S.C. Section 101 et

seq.), as amended from time to time (including post-petition interest) and whether or not allowed or allowable as a claim in any such proceeding.

**"Permitted Liens"** means (a) Liens for taxes not yet delinquent or Liens for taxes being contested in good faith and by appropriate proceedings for which adequate reserves have been established; (b) Liens in respect of property or assets imposed by law which were incurred in the ordinary course of business, such as carriers', warehousemen's, materialmen's and mechanics' Liens and other similar Liens arising in the ordinary course of business which are not delinquent or remain payable without penalty or which are being contested in good faith and by appropriate proceedings; (c) Liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security, and mechanic's Liens, carrier's Liens and other Liens to secure the performance of tenders, statutory obligations, contract bids, government contracts, performance and return of money bonds and other similar obligations, incurred in the ordinary course of business, whether pursuant to statutory requirements, common law or consensual arrangements; (d) Liens in favor of the Secured Party; (e) Liens upon any equipment acquired or held by Company or any of its Subsidiaries to secure the purchase price of such equipment or indebtedness incurred solely for the purpose of financing the acquisition of such equipment, so long as such Lien extends only to the equipment financed, and any accessions, replacements, substitutions and proceeds (including insurance proceeds) thereof or thereto; (f) Liens arising from judgments, decrees or attachments in circumstances not constituting an Event of Default under the Senior Loan Agreement or the Notes; (g) Liens in favor of customs and revenue authorities arising as a matter of law to secure payments of customs duties in connection with the importation of goods, (h) Liens which constitute rights of setoff of a customary nature or banker's liens, whether arising by law or by contract; (i) Liens on insurance proceeds in favor of insurance companies granted solely as security for financed premiums; (j) leases or subleases and licenses or sublicenses granted in the ordinary course of Company's business; and (k) Liens in favor of Comerica Bank-California in connection with that certain Loan and Security Agreement dated as of June 14, 2004, by and between Company and Comerica Bank-California (the "**Senior Loan Agreement**").

**"UCC"** means the Uniform Commercial Code as in effect in the State of New York from time to time.

All capitalized terms not otherwise defined herein shall have the respective meanings given in the Notes. Unless otherwise defined herein, all terms defined in the UCC have the respective meanings given to those terms in the UCC.

2. Grant of Security Interest. As security for the Obligations, Company hereby pledges to Secured Party and grants to Secured Party a security interest of first priority in all right, title and interests of Company in and to the property described in Attachment 1 hereto, whether now existing or hereafter from time to time acquired (collectively, the "**Collateral**").

Notwithstanding the foregoing, the security interest granted herein shall not extend to and the term "**Collateral**" shall not include any equipment or other property financed by a third party, provided that such third party's Liens are Liens of the type described in subsection (e) of the definition of Permitted Liens.

3. General Representations and Warranties. Company represents and warrants to Secured Party, except as set forth in the Company Disclosure Schedule (as defined in the Merger Agreement) that (a) Company is the owner of the Collateral (or, in the case of after-acquired Collateral, at the time Company acquires rights in the Collateral, will be the owner thereof) and that no other Person has (or, in the case of after-acquired Collateral, at the time Company acquires rights therein, will have) any right, title, claim or interest (by way of Lien or otherwise) in, against or to the Collateral, other than Permitted Liens; (b) upon the filing of UCC-1 financing statements in the appropriate filing offices, Secured Party has (or in the case of after-acquired Collateral, at the time Company acquires rights therein, will have) a perfected security interest in the Collateral to the extent that a security interest in the Collateral can be perfected by such filing, except for Permitted Liens; (c) all Inventory has been (or, in the case of hereafter produced Inventory, will be) produced in compliance with applicable laws; (d) all accounts receivable and payment intangibles are genuine and enforceable against the party obligated to pay the same; (e) the originals of all documents evidencing all accounts receivable and payment intangibles of Company and the only original books of account and records of Company relating thereto are, and will continue to be, kept at the address of the Company set forth in Section 11 of this Security Agreement.

4. Covenants Relating to Collateral. Company hereby agrees (a) to perform all acts that may be necessary to maintain, preserve, protect and perfect the Collateral, the Lien granted to Secured Party therein and the perfection and priority of such Lien, except for Permitted Liens; (b) not to use or permit any Collateral to be used (i) in violation in any material respect of any applicable law, rule or regulation, or (ii) in violation of any policy of insurance covering the Collateral; (c) to pay promptly when due all taxes and other governmental charges, all Liens and all other charges now or hereafter imposed upon or affecting any Collateral; (d) without 20 days' written notice to Secured Party, (i) not to change Company's name or place of business (or, if Company has more than one place of business, its chief executive office), or the office in which Company's records relating to accounts receivable and payment intangibles are kept and (ii) not to change Company's state of incorporation; (f) to procure, execute and deliver from time to time any endorsements, assignments, financing statements and other writings reasonably deemed necessary or appropriate by Secured Party to perfect, maintain and protect its Lien hereunder and the priority thereof and to deliver promptly upon the request of Secured Party all originals of Collateral consisting of instruments.

5. Authorized Action by Secured Party. Company hereby irrevocably appoints Secured Party as its attorney-in-fact (which appointment is coupled with an interest) and agrees that Secured Party may perform (but Secured Party shall not be obligated to and shall incur no liability to Company or any third party for failure so to do) any act which Company is obligated by this Security Agreement to perform, and to exercise such rights and powers as Company might exercise with respect to the Collateral, including the right to (a) collect by legal proceedings or otherwise and endorse, receive and receipt for all dividends, interest, payments, proceeds and other sums and property now or hereafter payable on or on account of the Collateral; (b) enter into any extension, reorganization, deposit, merger, consolidation or other agreement pertaining to, or deposit, surrender, accept, hold or apply other property in exchange for the Collateral; (c) make any compromise or settlement, and take any action it deems advisable, with respect to the Collateral; (d) insure, process and preserve the Collateral; (e) pay any indebtedness of Company relating to the Collateral; and (f) file UCC financing statements and execute other documents, instruments and

agreements required hereunder; provided, however, that Secured Party shall not exercise any such powers granted pursuant to subsections (a) through (e) prior to the occurrence of an Event of Default and shall only exercise such powers during the continuance of an Event of Default. Company agrees to reimburse Secured Party upon demand for any reasonable costs and expenses, including attorneys' fees, Secured Party may incur while acting as Company's attorney-in-fact hereunder, all of which costs and expenses are included in the Obligations. It is further agreed and understood between the parties hereto that such care as Secured Party gives to the safekeeping of its own property of like kind shall constitute reasonable care of the Collateral when in Secured Party's possession; provided, however, that Secured Party shall not be required to make any presentment, demand or protest, or give any notice and need not take any action to preserve any rights against any prior party or any other person in connection with the Obligations or with respect to the Collateral.

#### 6. Default and Remedies.

(a) Default. Company shall be deemed in default under this Security Agreement upon the occurrence and during the continuance of an Event of Default (as defined in the Notes).

(b) Remedies. Upon the occurrence and during the continuance of any such Event of Default, Secured Party shall have the rights of a secured creditor under the UCC, all rights granted by this Security Agreement and by law, including the right to: (a) require Company to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party; and (b) prior to the disposition of the Collateral, store, process, repair or recondition it or otherwise prepare it for disposition in any manner and to the extent Secured Party deems appropriate. Company hereby agrees that ten (10) days' notice of any intended sale or disposition of any Collateral is reasonable. In furtherance of Secured Party's rights hereunder, Company hereby grants to Secured Party an irrevocable, non-exclusive license, exercisable without royalty or other payment by Secured Party, and only in connection with the exercise of remedies hereunder, to use, license or sublicense any patent, trademark, trade name, copyright or other intellectual property in which Company now or hereafter has any right, title or interest together with the right of access to all media in which any of the foregoing may be recorded or stored.

(c) Application of Collateral Proceeds. The proceeds and/or avails of the Collateral, or any part thereof, and the proceeds and the avails of any remedy hereunder (as well as any other amounts of any kind held by Secured Party at the time of, or received by Secured Party after, the occurrence of an Event of Default) shall be paid to and applied as follows:

(i) First, to the payment of reasonable costs and expenses, including all amounts expended to preserve the value of the Collateral, of foreclosure or suit, if any, and of such sale and the exercise of any other rights or remedies, and of all proper fees, expenses, liability and advances, including reasonable legal expenses and attorneys' fees, incurred or made hereunder by Secured Party;

(ii) Second, to the payment to Secured Party of the amount then owing or unpaid to Secured Party (to be applied first to accrued interest and second to outstanding principal);

(iii) Third, to the payment of other amounts then payable to Secured Party under any of the Transaction Documents; and

(iv) Fourth, to the payment of the surplus, if any, to Company, its successors and assigns, or to whomsoever may be lawfully entitled to receive the same.

7. Miscellaneous.

(a) Notices. Except as otherwise provided herein, all notices, requests, demands, consents, instructions or other communications to or upon Company or Secured Party under this Security Agreement shall be in writing and faxed, mailed or delivered to each party to the facsimile number or its address set forth below (or to such other facsimile number or address as the recipient of any notice shall have notified the other in writing). All such notices and communications shall be effective (a) when sent by Federal Express or other overnight service of recognized standing, on the business day following the deposit with such service; (b) when mailed, by registered or certified mail, first class postage prepaid and addressed as aforesaid through the United States Postal Service, upon receipt; (c) when delivered by hand, upon delivery; and (d) when faxed, upon confirmation of receipt.

Secured Party:

Spatial Acquisition I, LLC c/o Alcatel  
54, rue la Boétie  
75008 Paris, France  
Telephone: \_\_\_\_\_  
Facsimile: 011-331-4076-1435  
Attn: General Counsel

with a copy to:

Proskauer Rose LLP  
1585 Broadway  
New York, New York 10036  
Telephone: (212) 969-3000  
Facsimile: (212) 969-2900  
Attn: Ronald R. Papa

Company:

Spatial Communications Technologies, Inc.  
1651 North Glenville, Suite 210  
Richardson, Texas 75081  
Telephone: (972) 437-6250  
Facsimile: (972) 664-0077  
Attn: Chief Financial Officer

with a copy to:

Wilson Sonsini Goodrich & Rosati  
8911 Capital of Texas Highway, Suite 3350

Austin, Texas 78759  
Telephone: (512) 338-5400  
Facsimile: (512) 338-5499  
Attn: Paul R. Tobias

(b) Termination of Security Interest. Upon the payment in full of all Obligations, the security interest granted herein shall terminate and all rights to the Collateral shall revert to Company. Upon such termination Secured Party hereby authorizes Company to file any UCC termination statements necessary to effect such termination and Secured Party will execute and deliver to Company any additional documents or instruments as Company shall reasonably request to evidence such termination.

(c) Nonwaiver. No failure or delay on Secured Party 's part in exercising any right hereunder shall operate as a waiver thereof or of any other right nor shall any single or partial exercise of any such right preclude any other further exercise thereof or of any other right.

(d) Amendments and Waivers. This Security Agreement may not be amended or modified, nor may any of its terms be waived, except by written instruments signed by Company and Secured Party. Each waiver or consent under any provision hereof shall be effective only in the specific instances for the purpose for which given.

(e) Assignments. This Security Agreement shall be binding upon and inure to the benefit of Secured Party and Company and their respective successors and assigns; provided, however, that Company may not sell, assign or delegate rights and obligations hereunder without the prior written consent of Secured Party but Secured Party may assign its rights and obligations hereunder to any of its affiliates without the prior written consent of the Company.

(f) Cumulative Rights, etc. The rights, powers and remedies of Secured Party under this Security Agreement shall be in addition to all rights, powers and remedies given to Secured Party by virtue of any applicable law, rule or regulation of any governmental authority, any Transaction Document or any other agreement, all of which rights, powers, and remedies shall be cumulative and may be exercised successively or concurrently without impairing Secured Party's rights hereunder. Company waives any right to require Secured Party to proceed against any person or entity or to exhaust any Collateral or to pursue any remedy in Secured Party 's power.

(g) Payments Free of Taxes, Etc. All payments made by Company under the Transaction Documents shall be made by Company free and clear of and without deduction for any and all present and future taxes, levies, charges, deductions and withholdings. In addition, Company shall pay upon demand any stamp or other taxes, levies or charges of any jurisdiction with respect to the execution, delivery, registration, performance and enforcement of this Security Agreement. Upon request by Secured Party, Company shall furnish evidence satisfactory to Secured Party that all requisite authorizations and approvals by, and notices to and filings with, governmental authorities and regulatory bodies have been obtained and made and that all requisite taxes, levies and charges have been paid.



(h) Partial Invalidity. If at any time any provision of this Security Agreement is or becomes illegal, invalid or unenforceable in any respect under the law or any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Security Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

(i) Construction. Each of this Security Agreement and the other Transaction Documents is the result of negotiations among, and has been reviewed by, Company, Secured Party and their respective counsel. Accordingly, this Security Agreement and the other Transaction Documents shall be deemed to be the product of all parties hereto, and no ambiguity shall be construed in favor of or against Company or Secured Party.

(j) Entire Agreement. This Security Agreement taken together with the other Transaction Documents and the other documents related thereto constitute and contain the entire agreement of Company and Secured Party and supersede any and all prior agreements, negotiations, correspondence, understandings and communications among the parties, whether written or oral, respecting the subject matter hereof.

(k) Other Interpretive Provisions. References in this Security Agreement and each of the other Transaction Documents to any document, instrument or agreement (a) includes all exhibits, schedules and other attachments thereto, (b) includes all documents, instruments or agreements issued or executed in replacement thereof, and (c) means such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified and supplemented from time to time and in effect at any given time. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Security Agreement or any other Transaction Document refer to this Security Agreement or such other Transaction Document, as the case may be, as a whole and not to any particular provision of this Security Agreement or such other Transaction Document, as the case may be. The words "include" and "including" and words of similar import when used in this Security Agreement or any other Transaction Document shall not be construed to be limiting or exclusive.

(l) Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to conflicts of law rules (except to the extent governed by the UCC).

(m) Counterparts. This Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall be deemed to constitute one instrument.

(n) Consent Under Merger Agreement. Notwithstanding anything to the contrary in the Merger Agreement, Alcatel and Company hereby consent to the execution and effectiveness of this Agreement and Alcatel hereby agrees that it shall not assert that Spatial is, and Spatial not be, in breach of the Merger Agreement because of the execution and effectiveness of this Agreement or the granting of the security interests hereunder.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first above written.

SPATIAL COMMUNICATIONS TECHNOLOGIES, INC.

By: [Signature]  
Name: TERRY DUNN  
Title: VICE PRESIDENT CORPORATE FINANCING

AGREED:

SPATIAL ACQUISITION I, LLC,  
as Secured Party

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ALCATEL

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature page to Security Agreement]

**ATTACHMENT 1**  
**TO SECURITY AGREEMENT**

All personal property of Company (herein referred to as "Borrower" or "Debtor") whether presently existing or hereafter created or acquired, and wherever located, including, but not limited to:

(a) all accounts (including health-care-insurance receivables), chattel paper (including tangible and electronic chattel paper), deposit accounts, documents (including negotiable documents), equipment (including all accessions and additions thereto), general intangibles (including payment intangibles and software), goods (including fixtures), instruments (including promissory notes), inventory (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), investment property (including securities and securities entitlements), letter of credit rights, money, and all of Debtor's books and records with respect to any of the foregoing, and the computers and equipment containing said books and records;

(b) all common law and statutory copyrights and copyright registrations, applications for registration, now existing or hereafter arising, in the United States of America or in any foreign jurisdiction, obtained or to be obtained on or in connection with any of the foregoing, or any parts thereof or any underlying or component elements of any of the foregoing, together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of copyright;

(c) all trademarks, service marks, trade names and service names and the goodwill associated therewith, together with the right to trademark and all rights to renew or extend such trademarks and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of trademark;

(d) all (i) patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (ii) licenses pertaining to any patent whether Debtor is licensor or licensee, (iii) income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) right (but not the obligation) to sue in the name of Debtor and/or in the name of Secured Party for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (vi) reissues, divisions, continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing; and

(e) any and all cash proceeds and/or noncash proceeds of any of the foregoing, including, without limitation, insurance proceeds, and all supporting obligations and the security therefor or for any right to payment. All terms above have the meanings given to them in the California Uniform Commercial Code, as amended or supplemented from time to time, including revised Division 9 of the Uniform Commercial Code-Secured Transactions, added by Stats. 1999, c.991 (S.B. 45), Section 35, operative July 1, 2001.

Notwithstanding the foregoing, the term "Collateral" shall not include any rights of Borrower as a licensee to the extent the granting of a security interest therein (i) would be contrary to applicable law or (ii) is prohibited by or would constitute a default under any agreement or document governing such property (but only to the extent such prohibition is enforceable under applicable law); provided that upon the termination or lapsing of any such prohibition, such property shall automatically be part of the Collateral; and provided further that the provisions of this paragraph shall in no case exclude from the definition of "Collateral" any Accounts, proceeds of the disposition of any property, or general intangibles consisting of rights to payment, all of which shall at all times constitute "Collateral"; and provided further that any Equipment financed by Bank will at all times constitute "Collateral".

**SCHEDULE A  
TO SECURITY AGREEMENT**

**COPYRIGHTS**

<u>Description</u>	<u>Registration Date</u>	<u>Registration No.</u>
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**PATENTS**

<u>Title</u>	<u>Date Issued</u>	<u>Patent No.</u>
Method and System for Processing Load Distribution for a Packetized Telecommunication Network Entity	8/22/01	09/935,228 (Serial) 6,772,224 (Patent)
Method for Providing Hybrid Voice and Packet Data Services to a Mobile Station	8/22/01	09/934987(Serial)
Method and System for Supporting Wireless Network Services in a Network Through Another Network Having a Different Network Technology	8/08/01	09/924785 (Serial)
Method and System for Providing Continuous Voice and Packet Data Services to a Mobile Station	6/21/01	09/886,097 (Serial) 6,678,517 (Patent)
Method and System for Processing Load Distribution for a Packetized Telecommunication Network Entity	8/07/02	PCT/US02/25061
Method and System for Providing Continuous Voice and Packet Data Services to a Mobile Station	6/17/02	PCT/US02/19175
Method for Providing Hybrid Voice and Packet Data Services to a Mobile Station	8/07/02	PCT/US02/24952
Method and System for Passing Information Between a Mobile Terminal and Predetermined Network Entities in a Hybrid Network	11/21/02	PCT/US02/37377
Method and System for Providing a Multimedia Call Model	11/15/02	PCT/US02/36532
Method and System for Providing Mobile Handoff Between Hybrid Networks	2/26/03	PCT/US03/06338
Method and System for Providing Wireless Services Using an Access Network and One Core Network Based on Different Technologies	11/05/02	PCT/US02/35500

Method and System to Send SMS Messages in a Hybrid Network	12/19/02	PCT/US02/40897
Method and System for Providing Mobile Number Portability Between Different Wireless Networks of Different Technologies	2/07/03	PCT/US03/03742
Method and System for Minimizing Call Setup Delay for Calls Occurring in one or Multiple Wireless Networks	10/15/02	60/418692
Method and System for Providing Mobile Handover Access Across Multiple Media Gateways Controlled by the same call Server of a Softswitch in a GSM Network	4/17/03	60/463559
Internet Audio Gateway	4/10/03	PCT/US03/11004
Method and System for Minimizing Call Setup Delay for Calls Occurring in one or Multiple Wireless Networks	10/15/03	PCT/US03/32836
Method and System for use of Different Wireless Technologies within a Hybrid Switch Protocol	7/12/03	PCT/US03/22086
Method and System for Providing a Telecommunication Service Across Different Networks	11/30/01	09/997976
Method and System for Providing Authentication of a Mobile Terminal in a Hybrid Network for Data and Voice Services	4/14/03	PCT/US03/11573
Method and System for Providing Data Services in a Hybrid Network	3/27/03	PCT/US03/09678
Method and System for Providing Location Information of a Mobile Station	5/31/03	PCT/US03/17082
Method and System for Providing Mobile Handoff Between a Hybrid Network and Another Wireless Network	11/15/02	10/295093
Method and System for Partitioning and Allocating Circuit Codes to Different Processing Modules in a Telecommunication Network Entity within a Distributed Processing Architecture	11/26/03	Unassigned
Interworking Packet-Based Tandem Free Operation (TFO) with Non-TFO Capable Networks	12/09/03	Unassigned
Push to Talk service over wireless with no impact to core network	4/19/04	Unassigned
Restrictive and Preferential Routing in	4/21/04	Unassigned

wireless media gateway Clusters Interconnect Routing between wireless media gateways	4/21/04	Unassigned
MSRN Pool management per Wireless Media Gateway in a Wireless Soft- Switch	4/21/04	Unassigned

**TRADEMARKS**

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
Spatial Wireless	1/28/2002	76/363,617
Spatial Portico	1/28/2003	76/364,145
Spatial Atrium	1/28/2002	76/363,622

**TRADEMARK APPLICATIONS**

<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
None.		

**MASK WORKS**

<u>Description</u>	<u>Registration Date</u>	<u>Registration No.</u>
None.		

**LICENSES OF PATENTS, TRADEMARKS, COPYRIGHTS OR MASK WORKS**  
(other than non-exclusive licenses to end-users)

1. None.