

07-23-2004

FORM PTO-1594

REC



U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

(Rev. 03/01)

OMB No. 0651-0027 (exp. 05/31/2002)

102797943

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

7-21-04

1. Name of conveying party(ies): 3Mobile, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: Silicon Valley Bank
 Internal Address: HA155
 Street Address: 3003 Tasman Drive
 City: Santa Clara State: CA ZIP: 95054

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: May 17, 2004

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State-Delaware
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) <u>78/072,878</u>	B. Trademark No.(s) <u>2,764,148</u> <u>2,269,604</u>
	<u>2,272,860</u>
	<u>1,864,094</u>
	<u>2,435,587</u>
	<u>1,903,095</u>
	<u>2,504,802</u>

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Silicon Valley Bank
 Internal Address: Loan Documentation HA155
 Street Address: 3003 Tasman Dr.
 City: Santa Clara State: Ca ZIP: 95054

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41): \$215
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
 (Attach duplicate copy of this page if paying by deposit account)

OPR/FINANCE
JUL 21 AM 7:27

07/22/2004 DETACHE 00000024 78072878

DO NOT USE THIS SPACE

01 FC-A521 40.00 DP
 02 FC-A522 175.00 DP

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.

Maribel Arteaga
Name of Person Signing

Maribel Arteaga
Signature

07/21/04
Date

Janice Chel Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK
 REEL: 003014 FRAME: 0674

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 17th, 2004 by and between SILICON VALLEY BANK ("Bank") and i3 MOBILE, INC. ("Grantor").

RECITALS

A. Bank 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 Bank and Grantor dated July 2, 2002 (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, Patents, and Mask Works 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, 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, Trademarks and Mask Works listed on Schedules A, B, C, and D 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.


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:

Address of Grantor:

i3 MOBILE, INC.

[704 Quince Orchard Road, Suite 200
Gaithersburg, Maryland 20878
Attn: **Steven R. Delmar**]

By: 
Steven R. Delmar
Title: SR VP & CFO

Address of Bank:

BANK:

3003 Tasman Drive
Santa Clara, CA 95054-1191

SILICON VALLEY BANK

Attn: _____

By: _____

Title: _____

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:

i3 MOBILE, INC.

Address of Grantor:

[704 Quince Orchard Road, Suite 200
Gaithersburg, Maryland 20878

Attn: _____

By: _____

Title: _____

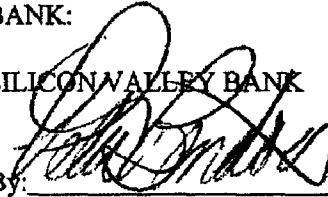
Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

BANK:

SILICON VALLEY BANK

By: 

Title: VICE PRESIDENT

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

Description

**Registration/
Application
Number**

**Registration/
Application
Date**

None

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
THE NEW MOBILE EXPERIENCE Stylized	2764148 ✓	9/16/2003
EYES ON THE WEB	2272860 ✓	8/24/1999
NEWS ALERT SERVICE	1864094 ✓	11/22/1994
POWERED BY III	2435587 ✓	3/13/2001
SPORTS ALERT SERVICE	1903095 ✓	7/4/1995
THE POSSIBILITIES ARE WIRELESS	2504802 ✓	11/6/2001
VILLAGE SQUARE	2269604 ✓	8/10/1999
PRONTO	78/072878 ✓	7/9/2001
INTELLIGENT INFORMATION INCORPORATED	1929266 X	10/24/1995
I3 (M)POWER PORTAL	78/046851 X	2/6/2001
KEWLPHONE	78/047886 X	2/12/2001
KEWLPHONE	78/047876 X	2/12/2001
MOBILE COMMUNITIES	78/047842 X	2/12/2001
MOBILE COMMUNITIES	78/047849 X	2/12/2001
I3 (M)POWER PORTAL	78/046842 X	2/6/2001
I3 MOBILE	78/912618 X	2/17/2000
POWERED BY I3 MOBILE	75/921617 X	2/17/2000
THE POSSIBILITIES ARE WIRELESS	78/046873 X	2/6/2001

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None