

FORM PTO-1594  
(Rev. 3/01)

# RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE  
U. S. Patent and Trademark Office

## TRADEMARKS ONLY

OMB No. 0651-0027 (exp. 5/31/2002)

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

<p>1. Name of conveying party(ies):</p> <p><b>St. Paul Venture Capital VI, LLC</b></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input checked="" type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation -                      <input type="checkbox"/> Other  <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <b>Proquent Systems Corporation</b></p> <p>Internal Address: <b>Chief Executive Officer</b></p> <p>Street Address: <b>400 Nickerson Road</b></p> <p>City: <b>Marlborough</b>   State: <b>Mass</b>   ZIP: <b>01752</b></p> <p><input type="checkbox"/> Individual(s) citizenship  <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership  <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation - State <b>Delaware</b>  <input type="checkbox"/> Other</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached.   <input type="checkbox"/> Yes   <input type="checkbox"/> No  (Designations must be a separate document from assignment)  Additional name(s) of receiving party(ies) attached?   <input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p>
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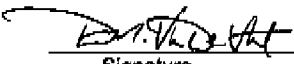
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Interest Release      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other</p> <p>Execution Date(s): <b>February 22, 2005</b></p>	
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<p>4. Application number(s) or trademark number(s):</p> <p>A. Trademark Application No(s).</p> <p><b>76/104,483                      76/104,482</b>  <b>76/417,993                      76/417,763</b>  <b>76/410,716                      76/271,385</b>  <b>76/271,145</b></p> <p>Additional numbers attached?   <input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p>	<p>B. Trademark No(s)</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <b>Dena M. Van De Voort, Oppenheimer Wolff &amp; Donnelly LLP</b></p> <p>Internal Address: <b>3300 Plaza VII Building</b></p> <p>Street Address: <b>45 South Seventh Street</b></p> <p>City: <b>Minneapolis</b>   State: <b>MN</b>   ZIP: <b>55402</b></p> <p>Our File No.: <b>13734-206</b></p>	<p>6. Total number of applications and registrations involved: <b>7</b></p> <p>7. Total Fee (37 CFR 3.41) ..... \$190.00.</p> <p><input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account  <input checked="" type="checkbox"/> Authorized to charge any underpayment or credit any overpayment to deposit account.</p> <p>8. Deposit account number:  <b>50-1901</b></p> <p><small>(Attach duplicate copy of this page if paying by deposit account.)</small></p>
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DO NOT USE THIS SPACE

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.*

Dena M. Van De Voort                                            2/22/05  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 11

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment, Recordation Services  
Commissioner of Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

CH \$190.00 601901 78104483

**CONTINUATION OF INFORMATION IN ITEM 1**

Nokia Venture Partners II, L.P.  
NVP II Affiliates Fund, L.P.  
ARGC VI, L.P.  
Argo II: The Wireless-Internet Fund Limited Partnership

TRADEMARK

## **TERMINATION AGREEMENT**

### **Intellectual Property Security Agreement**

THIS TERMINATION AGREEMENT (this "Agreement") is entered into effective as of February 28, 2005, by and among ProQuent Systems Corporation, a Delaware corporation (the "Debtor"), and the lenders set forth on the signature pages hereto (each a "Secured Party" and collectively the "Secured Parties").

WHEREAS, the parties hereto are all parties to that certain Intellectual Property Security Agreement, dated as of November 4, 2004 (the "IP Security Agreement"), granting a security interest in the patents and trademarks described on Schedule A and Schedule B, respectively;

WHEREAS, the IP Security Agreement was executed by the parties hereto in conjunction with the issuance by the Debtor to the Secured Parties of certain Secured Convertible Promissory Notes dated as of November 4, 2004 in favor of each of the Secured Parties in the aggregate original principal amount of up to \$300,000 (the "Convertible Notes");

WHEREAS, the Debtor contemplating a transaction in which certain of the Debtor's outstanding equity securities, as well as the Convertible Notes, will convert into shares of Series A-1 Convertible Preferred Stock (the "Series A-1 Preferred") of Bytemobile, Inc., in connection with a certain Agreement and Plan of Merger and Reorganization (the "Merger Agreement") (terms used herein but not otherwise defined herein shall have the meanings ascribed thereto in the Merger Agreement);

WHEREAS, upon the conversion of the Convertible Notes into shares of Series A-1 Preferred the obligations of the Debtor under the Convertible Notes shall be deemed satisfied in full;

WHEREAS, there being no further obligations to secure, the Secured Parties now wish to terminate the IP Security Agreement effective as of the Effective Time;

WHEREAS, the termination of the IP Security Agreement and the release of all liens in connection therewith are conditions precedent to the closing of the transactions contemplated by the Merger Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Termination of IP Security Agreement. The IP Security Agreement is hereby terminated and cancelled in its entirety effective as of the Effective Time, and shall be of no further force and effect as of the Effective Time.

2. **Release of Liens.** The Secured Parties hereby release all security interests and liens subject to the IP Security Agreement, including their security interests and liens in the patents and trademarks described on Schedule A and Schedule B, respectively (the "Release"). Promptly following the Effective Time, the Secured Parties shall take any and all actions reasonably necessary to evidence the Release, including, without limitation, the execution and delivery in a form suitable for filing of terminations to any UCC-1 financing statements filed in favor of the Secured Parties pursuant to the IP Security Agreement and the termination of any security interests of record with the U.S. Patent and Trademark Office. Without limiting the foregoing, the Secured Parties hereby authorize the filing by the Debtor of any UCC-3 termination statements on their behalf with respect to any UCC-1 financing statements filed in favor of the Secured Parties pursuant to the IP Security Agreement.

3. **Warranties.** As of the date hereof, the undersigned Secured Parties have not assigned or otherwise disposed of their security interests in the issued patents and pending patent applications of the Debtor, including those listed on Schedule A, and their security interests in the registered trademarks and pending trademark applications of the Debtor, including those listed on Schedule B, and for which a security interest was filed as the IP Security Agreement with the United States Patent and Trademark Office on November 9, 2004, at Reel 015357 Frame 0285.

4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal and substantive laws of the State of Delaware (without reference to the conflicts of law provisions thereof or of any other jurisdiction that would result in the application of the laws of any other jurisdiction).

5. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and may be amended or superseded only by a writing executed by the parties.


6. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

\* \* \*

IN WITNESS WHEREOF, the parties have duly executed this Agreement as a sealed instrument as of the date first above written.

**DEBTOR:**

**PROQUENT SYSTEMS CORPORATION**

By: 

Name:


Title:

**SIGNATURE PAGE  
TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**TRADEMARK  
REEL: 003049 FRAME: 0519**

**SECURED PARTY:**


**ST. PAUL VENTURE CAPITAL VI, LLC**  
By: SPVC Management VI, LLC  
Its: Managing Member

By:   
Name: Zenas W. Hutchinson  
Title: Managing Director

SIGNATURE PAGE  
TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

**SECURED PARTY:**

**NOKIA VENTURE PARTNERS II, L.P.**

By:   
Name: DAVID JACQUES  
Title: CEO

**SECURED PARTY:**

**NVP II AFFILIATES FUND, L.P.**

By:   
Name: DAVID JACQUES  
Title: CEO

**SIGNATURE PAGE  
TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**TRADEMARK  
REEL: 003049 FRAME: 0521**

**SECURED PARTY:**

**ARGC VI, L.P.**

By: *[Signature]*  
Name:  
Title:

**SECURED PARTY:**

**ARGO II: THE WIRELESS-INTERNET  
FUND LIMITED PARTNERSHIP**

By: **ARGO GLOBAL CAPITAL II  
PARTNERS, L.P.**  
Its: General Partner  
By: **ARGO GP, INC., L.P.**  
Its: General Partner

By: *[Signature]*  
Name:  
Title:

**SIGNATURE PAGE  
TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT**



**SCHEDULE B****UNITED STATES TRADEMARKS & TRADEMARK APPLICATIONS**

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>
Avian Communications	78/104,483	1/24/02
MSSP	78/104,482	1/24/02
MSSP (EU)	2786101	7/24/02
Packet Freepay	76/417,993	6/5/02
ID Detection Point	76/417,763	6/5/02
ProQuent	76/410,716	5/22/02
ProQuent (Canada)	1143925	6/12/02
ProQuent (EU)	2755932	6/25/02
Packet 900	76/271,365	6/13/01
Packet900 (EU)	2368934	9/06/01
Packet 800	76/271,145	6/13/01
Packet 800 (EU)	2368967	9/06/01
PROQUENT (HONG KONG)	18092/2002	11/20/02
PROQUENT (SINGAPORE)	T02/17735B	11/19/02
PROQUENT (SOUTH KOREA)	2002-54122	11/22/02