

FORM PTO-1594
(Rev. 3/01)

RECORDATION FORM COVER SHEET

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

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

TRADEMARKS ONLY

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

1. Name of conveying party(ies):

St. Paul Venture Capital VI, LLC

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

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

2. Name and address of receiving party(ies):

Name: **Proquent Systems Corporation**

Internal Address: **Chief Executive Officer**

Street Address: **400 Nickerson Road**

City: **Marlborough** State: **Mass** ZIP: **01752**

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
 (Designations must be a separate document from assignment)
 Additional name(s) of receiving party(ies) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Interest Release Change of Name
 Other

Execution Date(s): **February 22, 2005**

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

A. Trademark Application No(s).

78/104,483 78/104,482
76/417,993 76/417,763
76/410,716 76/271,365
76/271,145

Additional numbers attached? Yes No

B. Trademark No(s)

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

Name: **Dena M. Van De Voort, Oppenheimer Wolff & Donnelly LLP**

Internal Address: **3300 Plaza VII Building**

Street Address: **45 South Seventh Street**

City: **Minneapolis** State: **MN** ZIP: **55402**

Our File No.: **13734-206**

6. Total number of applications and registrations involved: **7**


7. Total Fee (37 CFR 3.41) \$190.00.

Enclosed
 Authorized to be charged to deposit account
 Authorized to charge any underpayment or credit any overpayment to deposit account.

8. Deposit account number:
50-1901
 (Attach duplicate copy of this page if paying by deposit account.)

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  2/28/05
 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

TERMINATION AGREEMENT

Intellectual Property Security Agreement

THIS TERMINATION AGREEMENT (this "Agreement") is entered into effective as of February 23, 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.

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: 0530**

SECURED PARTY:

ST. PAUL VENTURE CAPITAL VI, L.P.C

By: SPVC Management VI, LLC

Its: Managing Member

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

SIGNATURE PAGE


TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK

REEL: 003049 FRAME: 0531


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: 0532**

SECURED PARTY:

ARGC VI, L.P.

By: *A. Waugh*
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: *A. Waugh*
Name:
Title:

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

TRADEMARK

REEL: 003049 FRAME: 0533

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

OPPENHEIMER

OPPENHEIMER WOLFF & DONNELLY LLP

Plaza VII, Suite 3300
45 South Seventh Street
Minneapolis, MN 55402-1609
www.Oppenheimer.com

FAX COVER LETTER

February 28, 2005

TO: Assignment Division
COMPANY: U.S. Patent and Trademark Office
PHONE:
FAX: (703) 306-5995

FROM: Brea K. Taken
Legal Administrative Assistant to Dena M. Van De Voort

DIRECT DIAL: (612) 607-7260
EMAIL: BTaken@oppenheimer.com
RE: Security Interest Release
Trademarks
Attorney Docket No.: 13734-206

COMMENTS: I hereby certify that a Security Interest Release is being facsimile transmitted to the U.S. Patent and Trademark Office on February 28, 2005.



Brea K. Taken

This facsimile contains confidential information intended only for the use of the addressee(s) named above and may contain information that is legally privileged. If you are not the addressee, or the person responsible for delivering it to the addressee, you are hereby notified that reading, disseminating, distributing or copying this facsimile is strictly prohibited. If you have received this facsimile by mistake, please immediately notify us by telephone and return the original message to us at the address above via the Postal Service (we will reimburse postage). Thank you.

Originals: Not being sent

Completed by: Brea Taken/7260

You should receive 11 page(s) including this page.
If the transmission is incomplete, please call 612.607.7276 as soon as possible.

RECORDED: 02/28/2005

TRADEMARK
REEL: 003049 FRAME: 0535