FORM PTO-1594 RECORDATION FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE			
(Rev. 3/01)	U. S. Patent and Trademark Office		
OMB No. 0651-0027 (exp. 5/31/2002) TRADEMARKS ONLY			
To the Honorable Commissioner of Patents and Trademarks: P	lease record the attached original documents or copy thereof.		
Name of conveying party(ies):	Name and address of receiving party(les):		
St. Paul Venture Capital VI, LLC	Name: Proquent Systems Corporation		
☐ Individual(s) ☐ Association	Internal Address: Chief Executive Officer		
☐ General Partnership ☑ Limited Partnership ☐ Corporation –	Street Address: 400 Nickerson Road		
☐ Other Additional name(s) of conveying party(ies) attached? ☑Yes ☐ No	City: Marlborough State: Mass ZIP; 01752		
3. Nature of conveyance:	☐ Individual(s) cltizenship		
	Association		
☐ Assignment ☐ Merger ☑ Security Interest Release ☐ Change of Name	☐ General Partnership		
⊠ Security Interest Release	☐ Limited Partnership		
	☐ Corporation - State Delaware		
Execution Date(s): February 22, 2005	Other		
4. Application number(s) or trademark number(s):	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		
Application number(s) or trademark number(s):	B. Trademark No(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 elteched?			
document should be mailed:			
Name: Dena M. Van De Voort, Oppenheimer Wolff & Donnelly LLP	7. Total Fee (37 CFR 3.41) \$190.00.		
Internal Address: 3300 Plaza VII Building	Authorized to be charged to deposit account		
Street Address: 45 South Seventh Street	Authorized to charge any underpayment or credit any		
City: Minneapolls State: MN ZIP: 55402	overpayment to deposit account.		
Our File No.: 13734-206	B. Deposit account number:		
	50-1901		
(Attach duplicate copy of this page if paying by deposit uccount.) 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 laglos		
Name of Person Signing Signature	Date		
Total number of pages Including cover sh	eet, attachments, and document: 11		

Mall documents to be recorded with required cover sheet information to:
Mall Stop Assignment, Recordation Services
Commissioner of Patents
P.O. Box 1450
Alexandria, VA 22313-1450

ITINUATION 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 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 <u>Schedule A</u> and <u>Schedule B</u>, 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. <u>Termination of IP Security Agreement</u>. 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.

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- 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. <u>Warranties</u>. 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 <u>Schedule A</u>, and their security interests in the registered trademarks and pending trademark applications of the Debtor, including those listed on <u>Schedule B</u>, 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. <u>Governing Law.</u> 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. <u>Entire Agreement.</u> 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. <u>Counterparts</u>. 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

Name:

Title:

SIGNATURE PAGE TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

> TRADEMARK REEL: 003049 FRAME: 0898

SECURED PARTY:

ST. PAUL VENTURE CAPITAL VI, LLC

By: SPVC Management VI, LLC Its: Managing Member

Title: Managing Director

SIGNATURE PAGE TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

> **TRADEMARK** REEL: 003049 FRAME: 0899

SECURED PARTY:

NOKIA VENTURE PARTNERS II, L.P.

By:

Name

Citle:

SECURED PARTY:

NVP II AFFILIATES FUND, L.P.

Now.

Title:

SIGNATURE PAGE
TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

SECURED PARTY:

ARGC VI, L.P.

Name: Title:

SECURED PARTY:

ARCO II: THE WIRELESS-INTERNET FUND LIMITED PARTNERSHIP

CAPITAL By: ARGO GI.OBAL

PARTNERS, L.P. Its: General Partner By: ARGO GP, INC., L.P. its: General Partner

Name: Title:

SIGNATURE PAGE TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

RECORDED: 02/28/2005

SCHEDULE B UNITED STATES TRADEMARKS & TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial Number</u>	Filing Date
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)	T02/17735 B	11/19/02
PROQUENT (SOUTH KOREA)	2002-54122	11/22/02

OPPENHEIMER; 2304356 v01 02/15/2005 **TRADEMARK**

REEL: 003049 FRAME: 0902