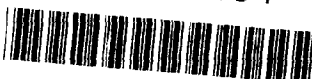


11-15-2004



Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

102881294  
**TRADEMARKS ONLY**

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

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

11-12-04

1. Name of conveying party(ies):  
CINGULAR INTERACTIVE, L.P., a Delaware limited partnership

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: WELLS FARGO FOOTHILL, INC.  
Internal Address: Suite 3000 West  
Street Address: 2450 Colorado Avenue

City: Santa Monica  
State: CA      Zip: 90404

Individual(s) citizenship: \_\_\_\_\_  
 Association: \_\_\_\_\_  
 General Partnership: \_\_\_\_\_  
 Limited Partnership: \_\_\_\_\_  
 Corporation-State: California  
 Other: \_\_\_\_\_

3. Nature of Conveyance:

Assignment       Merger  
 Security Agreement       Change of Name  
 Other:

Execution Date: October 22, 2004

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) & address(es) attached?       Yes       No

4. Application Number(s) or Registration Number(s):  
A. Trademark Application No.(s):  
Please see attached Schedule I.  
Additional numbers attached?       Yes       No

B. Trademark Registration No.(s):  
Please see attached Schedule I.  
78499179

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: FEDERAL RESEARCH CO., LLC  
Attention: Penelope Agodoa

Internal Address: Suite 920  
Street Address: 1030 15th Street, NW

City: Washington      State: DC      Zip: 20005

6. Total Number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41)      \$ 65.00

Enclosed  
 Authorized to be charged to Deposit Account  
 Authorized to be charged to credit card  
(Form 2038 enclosed)

8. Deposit account number: \_\_\_\_\_  
(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.*

Kimberley A. Lathrop      Kimberley A. Lathrop      11-11-04  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 8

RECEIVED  
NOV 12 PM 3:24  
SIGNATURE DIV

11/15/2004 ECOOPER 00000001 78499179  
01 FC:0521 40.00 OP  
02 FC:0522 25.00 OP

LA-756764

**Additional Conveying Parties (1. Continued):**

INTERACTIVE ACQUISITION INC., a Delaware corporation

INTERACTIVE ACQUISITION LLC, a Delaware limited liability company

LA-756764

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 22 day of October 2004, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Provider (together with its successors, "Agent").

## WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") among Cingular Interactive, L.P., a Delaware limited partnership, as borrower ("Borrower"), Interactive Acquisition Inc., a Delaware corporation ("Parent"), Interactive Acquisition LLC, a Delaware limited liability company ("Intermediate Parent"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Subject to the Security Agreement, each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
  - (a) all of its Trademarks and rights in Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto, but excluding any application to register any Trademark (i) that is filed on an "intent to use" basis, or (ii) with respect to which the security interest granted hereunder would cause the invalidation of such Trademark application, in each case until such time as a statement to allege use (or the equivalent) in respect thereof has been filed with, and accepted by, the United States Patent and Trademark Office);
  - (b) all reissues, continuations or extensions of the foregoing;
  - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent, and corresponding obligations of and limitations on Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

**CINGULAR INTERACTIVE, L.P.,**

a Delaware limited partnership

By: **INTERACTIVE ACQUISITION INC.,**

a Delaware corporation

Its: General Partner

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**INTERACTIVE ACQUISITION INC.,**

a Delaware corporation

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**INTERACTIVE ACQUISITION LLC,**

a Delaware limited liability company

By: **INTERACTIVE ACQUISITION INC.,**

a Delaware corporation

Its: Member

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

AGENT:

**WELLS FARGO FOOTHILL, INC., as Agent**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**CINGULAR INTERACTIVE, L.P.,**

a Delaware limited partnership

By: **INTERACTIVE ACQUISITION INC.,**

a Delaware corporation

Its: General Partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**INTERACTIVE ACQUISITION INC.,**

a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**INTERACTIVE ACQUISITION LLC,**

a Delaware limited liability company

By: **INTERACTIVE ACQUISITION INC.,**

a Delaware corporation

Its: Member

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AGENT:**

**WELLS FARGO FOOTHILL, INC., as Agent**

By: 

Name: Charles Kim

Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>Application/ Registration Date</b>
Interactive Acquisition Inc.	USA	VELOCITA	78/499,179	October 13, 2004
Interactive Acquisition Inc.	USA	VELOCITA WIRELESS	78/499,239	October 13, 2004

**Trade Names**

**Common Law Trademarks**

**Trademarks Not Currently In Use**

**Trademark Licenses**

TRADEMARK SECURITY AGREEMENT

la-754954 v1

**RECORDED: 11/12/2004**

**TRADEMARK  
REEL: 003077 FRAME: 0252**