

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Intellectual Property Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cellnet Technology, Inc.		04/26/2005	CORPORATION: DELAWARE
Cellnet Innovations, Inc.		04/26/2005	CORPORATION: DELAWARE
Cellnet Technology Midwest, Inc.		04/26/2005	CORPORATION: DELAWARE
Cellnet Technology Northeast, Inc.		04/26/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Morgan Stanley & Co. Incorporated, as Collateral Agent
Street Address:	1633 Broadway
Internal Address:	25th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2903649	
Registration Number:	1820453	CELLNET
Registration Number:	2818010	
Registration Number:	2877840	MY ENERGYINFO
Registration Number:	1333657	CELLNET
Registration Number:	2815470	UTILITYDATALINK

CORRESPONDENCE DATA

Fax Number: (312)660-0471
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-861-6371
 Email: rprescan@kirkland.com

CH \$165.00 2903649

Correspondent Name: Renee Prescan
Address Line 1: 200 E. Randolph Drive
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60601

NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	05/03/2005

Total Attachments: 9

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated April 26, 2005, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Morgan Stanley & Co. Incorporated, as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Second Lien Credit Agreement referred to below).

WHEREAS, Cellnet Technology, Inc., a Delaware corporation, Cellnet Innovations, Inc., a Delaware corporation, Cellnet Technology Midwest, Inc., a Delaware corporation, and Cellnet Technology Northeast, Inc., a Delaware corporation, have entered into a Second Lien Credit Agreement dated as of April 26, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Second Lien Credit Agreement*"), with Morgan Stanley Senior Funding, Inc., as Administrative Agent, Morgan Stanley & Co. Incorporated, as Collateral Agent, the Lenders party thereto and certain other agents party thereto. Terms defined in the Second Lien Credit Agreement and not otherwise defined herein are used herein as defined in the Second Lien Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances by the Lenders under the Second Lien Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Second Lien Security Agreement dated April 26, 2005 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the “*Copyrights*”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

provided that, notwithstanding the foregoing, “*Collateral*” shall not include (A) any rights or interests in any lease, license, or agreement or property or assets if under the terms of such lease, license, or agreement (or the lease, license or agreement relating to or restricting liens on such property or assets), or applicable law with respect thereto, the assignment or valid grant of a security interest or lien therein to Administrative Agent is prohibited and such prohibition has not been or is not waived or the consent of the other party to the applicable lease, license, or agreement has not been or is not otherwise obtained or under applicable law such prohibition cannot be waived; *provided* that the foregoing exclusion shall in no way be (i) construed to apply to the extent any such prohibition would be rendered ineffective under the Uniform Commercial Code (including Section 9-406 and 9-408) or other applicable law or principles of equity, (ii) construed as to limit, impair or otherwise affect Administrative Agent’s unconditional continuing security interests in and liens upon any rights or interests of the Loan Parties in or to the proceeds thereof, including monies due or to become due under any such lease, license, or agreement (including any accounts), or (iii) construed to apply at such time as the condition causing such prohibition shall be remedied and, to the extent severable, “*Collateral*” shall include any portion of such lease, license, or agreement or property or assets that does not result in such prohibition; and (B) any property subject to a Lien permitted under the Credit Agreement which Lien contains a contractual prohibition on creating additional Liens on such property to the extent that the grant of such other Liens on such property (i) would result in a breach or violation of, or constitute a default under, the agreement or instrument governing such Permitted Lien, (ii) would result in a loss of the use of such asset, or (iii) would permit the holder of such Permitted Lien to terminate the Grantor’s use of such asset in accordance with the terms of the agreement or instrument governing such Permitted Lien, *provided* that the foregoing exclusion shall in no way be (x) construed to apply to the extent any such prohibition on additional Liens would be rendered ineffective under the Uniform Commercial Code (including Sections 9-406 and 9-408) or other applicable law or principles of equity, (y) construed as to limit, impair or otherwise affect the Administrative Agent’s unconditional continuing security interests in and liens upon any rights or interests of Grantors in or to the proceeds thereof, or (z) construed to

apply at such time as the agreement or instrument containing such prohibition shall be terminated or such prohibition shall no longer be in full force and effect (including any waiver thereof) and, to the extent severable, "*Collateral*" shall include any portion of such property not subject to such prohibition..

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest (including, without limitation, any post-petition interest in bankruptcy), premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the U.S. Registrar of Copyrights, the U.S. Commissioner for Patents and the U.S. Commissioner for Trademarks and any other applicable U.S. government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. To the extent of any inconsistency between this IP Security Agreement and the Security Agreement, the Security Agreement shall take precedence.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Second Lien Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of April 26, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Intercreditor Agreement*"), among Morgan Stanley & Co. Incorporated, as First Lien Collateral Agent and as Second Lien Collateral Agent and Morgan Stanley Senior Funding, Inc. as First Lien Administrative Agent and as Second Lien Administrative Agent, the Borrower and certain other persons party or that may become party thereto from time to time. In the event of any

conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

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

CELLNET TECHNOLOGY, INC.

By John D. Lutz
Name:
Title: CFO

Address for Notices:
30000 Mill Creek Avenue, Suite 100
Alpharetta, GA 30022

CELLNET INNOVATIONS, INC.

By John D. Lutz
Name:
Title: CFO

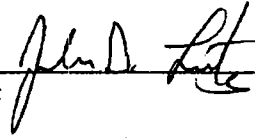
Address for Notices:
30000 Mill Creek Avenue, Suite 100
Alpharetta, GA 30022

CELLNET TECHNOLOGY MIDWEST,
INC.

By John D. Lutz
Name:
Title: CFO

Address for Notices:
30000 Mill Creek Avenue, Suite 100
Alpharetta, GA 30022

CELLNET TECHNOLOGY NORTHEAST,
INC.

By 
Name:
Title:

CEO

Address for Notices:
30000 Mill Creek Avenue, Suite 100
Alpharetta, GA 30022





Schedule A

Patents

None.

Schedule B

Trademarks

Country	Trademark	Reg. No.	Reg. Date
U.S.	Design Only 	2903649	November 16, 2004
U.S.	CELLNET	1820453	February 8, 1994
U.S.	Design Only 	2818010	February 24, 2004
U.S.	MY ENERGYINFO (design) 	2877840	August 24, 2004
U.S.	CELLNET	1333657	April 30, 1985
U.S.	UTILITYDATALINK (design) 	2815470	February 17, 2004

Schedule C

Copyrights

None.