

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
airwide solutions inc.		07/22/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	Partners for Growth, L.P.		
Street Address:	180 Pacific Avenue		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	2412063	MOBILEMAGIC	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(415)358-4780		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-381-3283		
Email:	bg2@greenspan.org		
Correspondent Name:	Benjamin Greenspan		
Address Line 1:	620 Laguna Road		
Address Line 4:	Mill Valley, CALIFORNIA 94941		
NAME OF SUBMITTER:	Benjamin Greenspan		
Signature:	/bg/		
Date:	07/27/2005		

OP \$40.00 2412063

Total Attachments: 3  
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source=scanned Trademark Notice#page3.tif

## TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of July 22, 2005, is among airwide solutions inc., a Delaware corporation, Airwide Solutions Holdings Ltd., a United Kingdom corporation, Airwide Solutions UK Ltd., a United Kingdom corporation, and Airwide Solutions (North America) Ltd., a Canadian corporation (collectively "Borrower"), airwide solutions inc., a Delaware corporation, Airwide Solutions Holdings Ltd., a United Kingdom corporation, Airwide Solutions UK Ltd., a United Kingdom corporation, and Airwide Solutions (North America) Ltd., a Canadian corporation ("Guarantor") (Borrower and/or Guarantor, as applicable, shall be referred to collectively hereinafter as "Assignor") and Partners for Growth, L.P., 180 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Loan and Security Agreement, Cross-Corporate Guaranty and Guarantor Security Agreement dated July \_\_, 2005, by and among Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee dated July 22, 2005, by and among Assignor and Assignee;


NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

*Signature Page – Trademark Collateral Notice*

Executed as of the date first above written.


Assignor:

airwide solutions inc.

By   
\_\_\_\_\_  
President or Vice President

Assignor:


EXECUTED and DELIVERED )  
as a DEED )  
by AIRWIDE SOLUTIONS, NORTH AMERICA, LTD. )

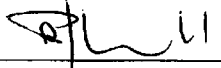
Acting by:   
\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

Assignor:

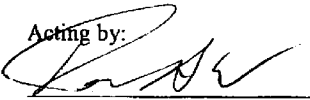
EXECUTED and DELIVERED  
as a DEED  
by AIRWIDE SOLUTIONS HOLDINGS LTD.

Acting by:   
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director

Assignor:

) EXECUTED and DELIVERED )  
) as a DEED )  
) by AIRWIDE SOLUTIONS UK LTD. )

Acting by:   
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director

**EXHIBIT 1**

**Trademark Schedule**

U.S. Trademarks

TRADEMARK	REG. / SERIAL NO.	FILING DATE / REGISTRATION	STATUS
MOBILEMAGIC	2412063 (Schlumberger Canada Ltd)	12/20/00	Registered