

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PCN Alert, Inc.		05/18/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	AGILITY CAPITAL, LLC		
Street Address:	226 E. CANON PERDIDO		
Internal Address:	SUITE F		
City:	SANTA BARBARA		
State/Country:	CALIFORNIA		
Postal Code:	93101		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2449586	PCNALERT.COM	
Registration Number:	2709088	BOMALERT	
Registration Number:	2760475	PCNPORTAL	
Registration Number:	2898387	BOMVERIFIER	
CORRESPONDENCE DATA			
Fax Number:	(858)550-6420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	305948-113 PCN ALERT		

CH \$115.00 2449586

NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	05/30/2006
Total Attachments: 4 source=PCN Alert IPSA to file#page1.tif source=PCN Alert IPSA to file#page2.tif source=PCN Alert IPSA to file#page3.tif source=PCN Alert IPSA to file#page4.tif	



INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 12, 2006 by and between AGILITY CAPITAL, LLC ("Lender") and PCN ALERT, INC., a California corporation ("Borrower").

RECITALS

Lender and Borrower are parties to that certain Loan Agreement of even date (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender security interest in the Collateral.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

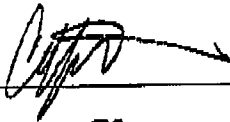
To secure performance of its obligations under the Loan Agreement, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in Borrower's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. Each right, power and remedy of Lender provided for herein shall not preclude the simultaneous or later exercise by Lender of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Borrower:

PCN ALERT, INC.

2700 East Foothill Blvd, Suite 301
Pasadena, CA 91107

By:  _____

Title: CEO

Attn:

Address of Lender:

AGILITY CAPITAL, LLC

226 E. Canon Perdido Street, Suite F
Santa Barbara, CA 93101

By:  _____

Title: C.O.O.



EXHIBIT A

Copyrights

<u>Title</u>	<u>Registration Number</u>	<u>Date of Registration</u>
N/A		



EXHIBIT B

Patents

Title

Serial / Patent Number

Application / Issue Date

N/A



EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration / Serial Number</u>	<u>Registration / Application Date</u>
PCNALERT.COM	2,449,586	5/8/01
BOMALERT	2,709,088	4/22/03
PCNPORTAL	2,760,475	9/2/03
BOMVERIFIER	2,898,387	10/26/04