

**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
APPSware Wireless, LLC		12/01/2005	LIMITED LIABILITY COMPANY: ARIZONA

**RECEIVING PARTY DATA**

Name:	Windship 21 LLC
Street Address:	One Joy Street
Internal Address:	c/o Spinnaker Capital LLC
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	LIMITED LIABILITY COMPANY:

Name:	Edward F. Staiano Trust
Street Address:	132 Aspen Drive
City:	Boalsburg
State/Country:	PENNSYLVANIA
Postal Code:	16827
Entity Type:	TRUST:

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2725130	APRIVA
Registration Number:	2716275	APRIVA

**CORRESPONDENCE DATA**

Fax Number: (617)399-6930  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 617-399-6933  
 Email: aimes@brillawgroup.com

OP \$65.00 2725130

Correspondent Name: Ann Imes  
Address Line 1: 31 St. James Ave.  
Address Line 2: Suite 850  
Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Ann Imes
Signature:	/s/ Ann Imes
Date:	06/16/2006

**Total Attachments: 10**

source=Security Agreement\_Page\_01#page1.tif  
source=Security Agreement\_Page\_02#page1.tif  
source=Security Agreement\_Page\_03#page1.tif  
source=Security Agreement\_Page\_04#page1.tif  
source=Security Agreement\_Page\_05#page1.tif  
source=Security Agreement\_Page\_06#page1.tif  
source=Security Agreement\_Page\_07#page1.tif  
source=Security Agreement\_Page\_08#page1.tif  
source=Security Agreement\_Page\_09#page1.tif  
source=Security Agreement\_Page\_10#page1.tif

## SECURITY AGREEMENT

**THIS SECURITY AGREEMENT** (this "**Agreement**"), dated as of December 1, 2005, is made by and among APPSware Wireless, LLC d.b.a. APRIVA, an Arizona limited liability company ("**Borrower**"), and Windship 21 LLC and Edward F. Staiano Trust, each as lender (each a "**Lender**" and collectively "**Lenders**").

**WHEREAS**, pursuant to that certain Loan and Security Agreement dated as of September 20, 2005 (the "**Loan Agreement**" and, together with all other documents and instruments executed or created in connection therewith, the "**Loan Documents**") among the Borrower and the Lenders, the Lenders have agreed to extend credit to the Borrower (the "**Loan**") and make other financial accommodations subject to the terms and conditions set forth in the Loan Agreement;

**WHEREAS**, to secure Borrower's obligations under the Loan Agreement and the other Loan Documents, the Lenders are requiring Borrower to execute and deliver this Agreement and grant the security interests contemplated hereby.

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

### ARTICLE 1

#### DEFINITIONS

When used in this Agreement, the following terms shall have the following meanings:

**"Collateral"** shall have the meaning ascribed to such term in Section 2.1 of this Agreement.

**"Copyright License"** shall mean any written agreement or arrangement now or hereafter in existence granting to Borrower and its Subsidiaries any right to use any Copyright; provided that there shall be excluded from the Collateral any Copyright License to the extent, and only to the extent, that such Copyright License contains, as of the date of this Agreement, a legally enforceable provision under the UCC that would give any other party to such agreement or instrument the right to terminate its obligations or otherwise precludes such encumbrance thereunder based on the grant of the security interest created herein pursuant to the terms of this Agreement (except that if and when any prohibition on the assignment, pledge or grant of Lien on such Copyright License is removed or such assignment, pledge or grant is consented to, the Lenders will be deemed to have been granted a security interest in such Copyright License as of the date hereof or other earliest legally valid date, and the Collateral will be deemed to include such Copyright License). In any event, the foregoing limitation shall not affect, limit, restrict or impair the grant by Borrower and its Subsidiaries of a security interest pursuant to this

Agreement in any accounts receivable or any money or other amounts due or to become due under such agreement or instrument.

**“Copyrights”** shall mean all of the following: (a) all copyrights, works protectable by copyright, copyright registrations and copyright applications of Borrower and its Subsidiaries, (b) all renewals, extensions and modifications thereof; (c) all income, royalties, damages, profits and payments relating to or payable under any of the foregoing; (d) the right to sue for past, present or future infringements of any of the foregoing; (e) all other rights and benefits relating to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by Borrower and its Subsidiaries.

**“Event of Default”** shall have the meaning ascribed to such term in Article 5 hereof.

**“Governmental Authority”** shall mean any nation or government, any state, provincial or political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

**“Indebtedness”** shall mean, without duplication, all of Borrower’s and its Subsidiaries’ liabilities, obligations and indebtedness to either Lender under the Loan Agreement, of any and every kind and nature, whether primary, secondary, direct, absolute, contingent, fixed or otherwise (including, without limitation, interest, charges, expenses, attorneys’ fees and other sums chargeable to Borrower or its Subsidiaries by either Lender), whether previously, now or to be owing, arising, due or payable from Borrower and its Subsidiaries to any Lender, however evidenced, created, incurred, acquired or owing and however arising, whether under written or oral agreement, operation of law or otherwise.

**“Intellectual Property”** shall mean all Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks and Trademark Licenses, inventions, ideas, URL domain names, discoveries, trade names, domain names, jingles, know-how, software, shop rights, licenses, developments, research data, designs, technology, trade secrets, test procedures, processes, route lists, customer lists and information, databases, internet rights, web sites and web pages and their respective contents, (such as text, graphics, photographs, video, audio and/or other data or information relating to any subject contained therein), e-commerce rights and license applications, computer programs, computer discs, computer tapes, literature, reports and other confidential information, intellectual and similar intangible property rights, whether or not patentable, trademarkable or copyrightable (or otherwise subject to legally enforceable restrictions or protections against unauthorized third party usage), and any and all applications for, registrations of and extensions, divisions, renewals and reissuance of, any of the foregoing, and rights therein, of Borrower and any of its Subsidiaries.

**“Lenders”** shall have the meaning set forth in the preamble hereto.

**“Lien”** shall mean any mortgage, pledge or lease of, security interest in or lien, charge, restriction or encumbrance on any Intellectual Property of the Borrower or any of its Subsidiaries involved in favor of or which secures any obligation to, the Lenders.

**“Patent License”** shall mean any written agreement or arrangement now or hereafter in existence granting to Borrower or its Subsidiaries any right to use any invention on which a Patent is in existence; provided that there shall be excluded from the Collateral any Patent License to the extent, and only to the extent, that such Patent License contains, as of the date of this Agreement a legally enforceable provision under the UCC that would give any other party to such agreement or instrument the right to terminate its obligations thereunder based on the grant of the security interest created herein pursuant to the terms of this Agreement (except that if and when any prohibition on the assignment, pledge or grant of Lien on such Patent License is removed or such assignment, pledge or grant is consented to, the Lenders will be deemed to have been granted a security interest in such Patent License as of the date hereof or other earliest legally valid date, and the Collateral will be deemed to include such Patent License). In any event, the foregoing limitation shall not affect, limit, restrict or impair the grant by Borrower and its Subsidiaries of a security interest pursuant to this Agreement in any accounts receivable or any money or other amounts due or to become due under such agreement or instrument.

**“Patents”** shall mean all of the following: (a) all patents, patent applications and patentable inventions of Borrower and its Subsidiaries, and all of the inventions and improvements described and claimed therein; (b) all continuations, re-examinations, divisions, renewals, extensions, modifications, substitutions, continuations-in-part or reissues of any of the foregoing; (c) all income, royalties, profits, damages, awards and payments relating to or payable under any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all other rights and benefits relating to any of the foregoing throughout the world; and (f) all goodwill associated with any of the foregoing; in each case, whether now owned or hereafter acquired by Borrower and its Subsidiaries.

**“Subsidiary”** shall mean any corporation, partnership, limited liability company or other legal entity of which Borrower owns directly or indirectly 50% or more of the outstanding voting stock or interests, or of which Borrower has effective control by contract or otherwise.

**“Trademark License”** shall mean any written agreement now or hereafter in existence granting to Borrower or its Subsidiaries any right to use any Trademark, provided however, that there shall be excluded from the Collateral any Trademark License to the extent, and only to the extent, that such Trademark License contains, as of the date of this Agreement a legally enforceable provision under the UCC that would give any other party to such agreement or instrument the right to terminate its obligations thereunder based on the grant of the security interest created herein pursuant to the terms of this Agreement (except that if and when any prohibition on the assignment, pledge or grant of Lien on such Trademark License is removed or such assignment, pledge or grant is consented to, the Lenders will be deemed to have been granted a security interest in such Trademark License as of the date hereof or other earliest legally valid date, and the Collateral will be deemed to include such Trademark License). In any

event, the foregoing limitation shall not affect, limit, restrict or impair the grant by Borrower and its Subsidiaries of a security interest pursuant to this Agreement in any accounts receivable or any money or other amounts due or to become due under such agreement or instrument.

**“Trademarks”** shall mean all of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof; (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by Borrower or its Subsidiaries.

**“UCC”** shall mean the Uniform Commercial Code of the State of Arizona in effect from time to time.

## ARTICLE 2

### SECURITY INTEREST

**2.1 Security Interest.** As security for the payment of all Indebtedness, Borrower hereby grants to the Lenders, a security interest in all of Borrower’s right, title and interest, whether present, future or contingent, in and to all Intellectual Property, whether now owned or existing or hereafter acquired (collectively, the **“Collateral”**).

**2.2 Borrower Remains Liable.** Notwithstanding anything contained to the contrary herein, Borrower shall remain liable under the contracts, agreements, documents and instruments included in the Collateral to the extent set forth therein and perform all of its duties and obligations thereunder and the exercise by the Lenders of any of their rights hereunder shall not release Borrower from any of its duties or obligations thereunder.

## ARTICLE 3

### **REPRESENTATIONS AND WARRANTIES OF BORROWER**

Borrower represents and warrants, with respect to the Collateral, that:

**3.1 Authorization.** Borrower has the right and power and is duly authorized and empowered to enter into, execute, deliver and perform this Agreement and has taken all necessary corporate action to effectuate such Agreement. The execution and delivery of this Agreement does not and will not: (a) require any consent of any Governmental Authority or (b) violate any provision of any indenture, contract, agreement or instrument to which Borrower is a party or subject or by which it is bound.

**3.2 Perfection.** Upon filing of financing statements in the proper jurisdictions and the recordation of this Agreement with the proper Governmental Authority in favor of Lenders, the security interest created hereby will constitute a valid and perfected Lien upon and security interest in the Collateral to the extent that such filing or recordation is sufficient under applicable law to perfect such Lien with respect to the Collateral.

**3.4 Title; Proper Registration.** Borrower is the sole and exclusive owner of the entire right, title and interest in and to the Collateral attributed to Borrower. All such Collateral has been properly registered with the proper Governmental Authority, whether with the United States Patent and Trademark Office, United States Copyright Office or otherwise.

## ARTICLE 4

### **COVENANTS OF BORROWER**

Borrower covenants as follows:

**4.1 Disposition or Encumbrance of Collateral.** Borrower will not encumber, sell or otherwise transfer or dispose of the Collateral without the prior written consent of each Lender except as such encumbrance, sale, transfer or disposition occurs in the ordinary course of Borrower's business.

**4.2 Protection of Collateral.** All expenses of protecting, prosecuting and making applications of Borrower's Collateral, all costs of keeping such Collateral free and clear of any Liens prohibited by this Agreement and of removing the same if they should arise, and any and all excise, property, sales and use taxes imposed by any Governmental Authority on any of such Collateral or in respect of the sale thereof, shall be borne and paid by Borrower and if Borrower fails to promptly pay any thereof when due, each Lender may, at its option, (but shall not be required to), pay the same whereupon the same shall constitute Indebtedness and shall be secured by the security interest granted hereunder.

**4.3 Compliance with Laws.** Borrower will not use all or any part of Borrower's Collateral, or knowingly permit such Collateral to be used, for any purpose in violation of any federal, state or municipal law.

**4.4 Notice of Default.** Immediately upon any officer of Borrower becoming aware of the existence of any Event of Default, Borrower will give notice to the Lenders that such Event of Default exists, stating the nature thereof, the period of existence thereof and what action Borrower proposes to take with respect thereto.

**4.5 Additional Documentation; Further Acts.** Borrower will execute from time to time, and authorizes the Lenders to execute and/or file from time to time as Borrower's attorney-in-fact, such financing statements, assignments, and other documents covering the Collateral, as the Lenders may request, make any proper filings and take any other actions as the Lenders deem necessary in order to create, evidence, perfect, maintain or continue their security interest in such Collateral (including additional Collateral acquired by Borrower after the date hereof), including, without limitation, filing this Agreement and any amendments thereto with the United States Copyright Office and the United States Patent and Trademark Office. Borrower will pay the cost of filing the same in all public offices in which the Lenders may deem filing to be appropriate and will notify the Lenders promptly upon acquiring any additional Collateral that may require an additional filing. If Borrower or its Subsidiaries shall obtain rights to or become entitled to the benefit of any Intellectual Property not identified herein, the provisions of this Agreement shall automatically apply thereto.

## ARTICLE 5

### DEFAULT

The occurrence of any failure by Borrower to pay the Indebtedness when due pursuant to the Loan Agreement and the other Loan Documents shall constitute an Event of Default hereunder (an "**Event of Default**").

## ARTICLE 6

### RIGHTS AND REMEDIES ON DEFAULT

Upon the occurrence of an Event of Default, and at any time thereafter until such Event of Default is cured to the satisfaction of the Lenders, and in addition to the rights granted to the Lenders under Article 5 hereof, the Lenders may exercise any one or more of the following rights and remedies:

**6.1 Application of Proceeds.** All proceeds of Collateral shall be applied to the Indebtedness in accordance with the UCC.



**6.2 Collateral.** Upon the occurrence and during the continuance of an Event of Default:

(a) Each Lender may, at any time and from time to time, upon thirty (30) days' prior notice to Borrower, license or, to the extent permitted by an applicable license, sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any Intellectual Property, throughout the world for such term or terms, on such conditions, and in such manner, as such Lender shall in its sole discretion determine provided that any such license or sublicense shall preserve or reserve the right of Borrower to use such Intellectual Property, royalty-free, after such Event of Default is cured or waived, or is otherwise discontinued;

(b) Each Lender may (without assuming any obligations or liability thereunder), at any time exercise and enforce (and shall have the exclusive right to enforce) against any licensor, licensee or sublicensee all rights and remedies of Borrower in, to and under any one or more Patent License, Trademark License, Copyright License or other agreements with respect to any Patent, Trademark or Copyright and take or refrain from taking any action under any such Patent License, Trademark License, Copyright License or other agreement, and Borrower hereby releases each Lender from, and agrees to hold each Lender free and harmless from and against, any claims arising out of, any action taken or omitted to be taken with respect to any such license or agreement, except in cases of gross negligence or willful misconduct;

(c) Any and all payments received by any Lender under or in respect of any Intellectual Property (whether from Borrower or otherwise), or received by any Lender by virtue of agreement, shall be applied to the Indebtedness in accordance with Section 6.1 hereof;

(d) Each Lender may exercise in respect of the Intellectual Property, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the UCC; and

(e) In order to implement the sale, lease, assignment, license, sublicense or other disposition of any of the Intellectual Property pursuant to this Section 6.2, the Lenders may, at any time, execute and deliver on behalf of Borrower one or more instruments of assignment of any Intellectual Property (or any application or registration thereof), in form suitable for filing, recording or registration in any country. Borrower agrees to pay when due all reasonable costs incurred in any such transfer of the Intellectual Property, including any taxes, fees and reasonable attorneys' fees.

## ARTICLE 7

### MISCELLANEOUS

**7.1 No Liability on Collateral.** It is understood that each Lender does not in any way assume any of Borrower's obligations under any of the Collateral and Borrower hereby agrees to indemnify each Lender against all liability resulting from Borrower's obligations with respect to the Collateral, except for any such liabilities arising on account of such Lender's gross negligence or willful misconduct.

**7.2 Power of Attorney.** Upon the occurrence of an Event of Default and continuation thereof beyond any applicable cure period, Borrower appoints the Lenders, or any other person whom the Lenders may from time to time designate, as Borrower's attorney-in-fact with the power to, among other things: (a) endorse Borrower's name on any checks, notes, acceptances, drafts or other forms of payment or security evidencing or relating to any of the Collateral that may come into the Lenders' possession; (b) sign the Lenders' name on any invoice or bill of lading relating to any of the Collateral, on drafts against customers, on notices of assignment, financing statements under the UCC and other public records, on verifications of accounts and on notices to customers; (c) notify the post office authorities to change the address for delivery of Borrower's mail to an address designated by the Lenders; (d) receive and open all mail addressed to the Lenders; and (e) do all things necessary to carry out this Agreement. Borrower ratifies and approves all acts of the attorney taken within the scope of the authority granted herein. Neither the Lenders nor the attorney will be liable for any acts of commission or omission nor for any error in judgment or mistake of fact or law. This power, being coupled with an interest, is irrevocable until the later of (i) the termination of the Loan Agreement or (ii) all of the Indebtedness is paid in full. Borrower waives presentment and protest of all instruments and notice thereof, notice of default and dishonor and all other notices to which Borrower may otherwise be entitled.

**7.3 Governing Law.** This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Arizona, except to the extent that the perfection of the security interest hereunder, or the enforcement of any remedies hereunder, with respect to any particular Collateral shall be governed by the laws of a jurisdiction other than the State of Arizona.

**7.4 Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Borrower and the Lenders.

**7.5 Severability.** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**7.6 Notices.** All notices or other communications hereunder shall be given in the manner and to the address set forth in the Loan Agreement.

**7.7 Execution in Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate 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.

**7.8 No Waiver.** Each Lender shall not be deemed to have waived any of its rights hereunder or under any other agreement, instrument or paper signed by Borrower unless such waiver is in writing and signed by such Lender. No delay or omission on the part of any Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion.

**7.9 Remedies Cumulative.** All rights and remedies of the Lenders shall be cumulative and may be exercised singularly or concurrently, at the Lenders' option, and the exercise or enforcement of any one such right or remedy shall not bar or be a condition to the exercise or enforcement of any other.

**7.10 Termination and Release.** Upon termination of the Loan Agreement and payment of all the Indebtedness in full this Agreement shall terminate, and the Lenders, at the request and expense of Borrower, will (a) promptly execute and deliver to Borrower the proper instruments acknowledging the termination of this Agreement, (b) duly assign, transfer and deliver to Borrower (without recourse and without any representation or warranty of any kind) any Collateral in the possession of the Lenders and (c) record such termination in the United States Patent and Trademark Office, the United States Copyright Office, or any similar office or governmental agency, subject to any disposition thereof which may have been made by the Lenders pursuant to this Agreement.

[signature page attached]

The parties hereto have executed this Agreement as of the day and year first set forth above.

**BORROWER:**

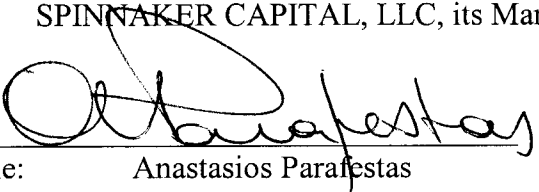
APPSWARE WIRELESS, LLC d.b.a. APRIVA

By:   
Name: Christopher Spinella  
Title: Chief Executive Officer

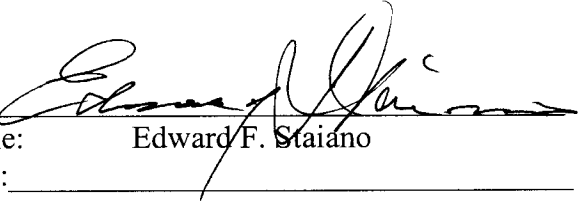
**LENDERS:**

WINDSHIP 21 LLC

By: SPINNAKER CAPITAL, LLC, its Manager

By:   
Name: Anastasios Parafestas  
Title: Manager

EDWARD F. STAIANO TRUST

By:   
Name: Edward F. Staiano  
Title: \_\_\_\_\_