

10-19-2006



To the Director of the U.S. Patent and

103323776

documents or the new address(es) below.

10-16-06  
10-9-01

1. Name of conveying party(ies):

Silicon Valley Bank  
3003 Tasman Drive  
Santa Clara, CA 95054

- Individual(s)
- General Partnership
- Association
- Limited Partnership

- Corporation-State
- Other

Additional name(s) of conveying parties attached?  Yes  No

3. Nature of conveyance/ Execution Date(s):

Execution Date(s): **September 29, 2006**

- Assignment
- Security Agreement
- Merger
- Change of Name

Other : **Release**

2. Name and address of receiving party(ies):

Additional name(s) of conveying parties attached?  Yes  No

Name: **QSENT, INC.**

Internal Address

Street Address: **4145 SW WATSON AVENUE  
SUITE 400**

City: **BEAVERTON**

State: **OREGON**

Country: **USA**

Zip: **97005-2158**

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Citizenship

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)

OFFICE OF PUBLIC RECORDS  
2006 OCT 16 PM 2:25  
FINANCE SECTION

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s)

76100822 76101912

76101088

76101089

76101097

76101910

B. Trademark Registration No.(s)

2898489

2847823

2847824

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Additional sheets attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Silicon Valley Bank**

Internal Address: **UT300**

Street Address: **4750 West 2100 South, 3<sup>rd</sup> Floor**

City: **Salt Lake City** State: **UT** ZIP: **84120**

Phone Number: **(801)977-3613**

Fax Number: **(801)977-7976**

Email Address: **CHEAPS@SVB.COM**

6. Total number of applications and registrations involved: **9**

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): **\$ 240.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers

Expiration Date

b. Deposit Account Number

Authorized User Name

9. Signature.

*Kelley Green*

September 29, 2006

Date

10/19/2006 DEBYNE

00000024 76100822

(Signature)

Name of Person Signing

01 FC:8521  
02 FC:8522

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 003412 FRAME: 0934

RELEASE OF SECURITY AGREEMENT COVERING  
INTERESTS IN TRADEMARKS

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **QSent, Inc.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property Security Agreement** dated, February 28, 2002, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on March 22, 2002, Reel 2473, Frame 0203.

Dated: **September 29, 2006**

SILICON VALLEY BANK

By: Maribel Higareda  
Name: Maribel Higareda  
Title: Operations Supervisor

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 28 2002 by and between SILICON VALLEY BANK ("Bank") and QSENT, INC. ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated February 28 2002 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and 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), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

QSENT, INC.

Address of Grantor:

926 NW 13<sup>th</sup> Avenue, Suite 210  
Portland, OR 97209

Attn: \_\_\_\_\_

By: Larry Wasserman

Title: CFO

BANK:

SILICON VALLEY BANK

Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054-1191

Attn: \_\_\_\_\_

By: [Signature]

Title: SVP

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
iQ411	✓ 76101090	February, 2001
iQradio	✓ 76101097	February, 2001
iQtaxi	✓ 76101088	February, 2001
iQlimo	✓ 76100822	February, 2001
iQ	✓ 76101089	February, 2001
iQdesign	✓ 76101910	February, 2001
Qsent	✓ 76101915	February, 2001
Qsent design	✓ 76101911	February, 2001
iQintelligence	✱ ✓ 76101912	February, 2001

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date