

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
I3 MOBILE, INC.		11/14/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054-1191		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2764148	THE NEW MOBILE EXPERIENCE	
Registration Number:	2504802	THE POSSIBILITIES ARE WIRELESS	
Registration Number:	2435587	POWERED BY III	
CORRESPONDENCE DATA			
Fax Number:	(404)962-6836		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-885-3697		
Email:	trademarks@troutmansanders.com		
Correspondent Name:	Anne E. Yates		
Address Line 1:	600 Peachtree Street, N.E.		
Address Line 2:	Troutman Sanders LLP - Suite 5200		
Address Line 4:	Atlanta, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	220763.85		
NAME OF SUBMITTER:	Anne E. Yates		

OP \$90.00 2764148

Signature:	/aey/
Date:	11/22/2006
Total Attachments: 7 source=I3 Mobile, Inc. I.P. Security Agreement#page1.tif source=I3 Mobile, Inc. I.P. Security Agreement#page2.tif source=I3 Mobile, Inc. I.P. Security Agreement#page3.tif source=I3 Mobile, Inc. I.P. Security Agreement#page4.tif source=I3 Mobile, Inc. I.P. Security Agreement#page5.tif source=I3 Mobile, Inc. I.P. Security Agreement#page6.tif source=I3 Mobile, Inc. I.P. Security Agreement#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 14, 2006 by and between SILICON VALLEY BANK ("Bank") and I3 MOBILE, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation 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 December 1, 2004 (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 and Patents 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 and Trademarks listed on Schedules A, B and C 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.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

Address of Grantor:

704 Quince Orchard Road, Suite 200
Gaithersburg, Maryland 20878

Attn: _____

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

GRANTOR:

13 MOBILE, INC.

By: 

Title: SR VP + CFO

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

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

Address of Grantor:

704 Quince Orchard Road, Suite 200
Gaithersburg, Maryland 20878

Attn: _____

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

GRANTOR:

IS MOBILE, INC.

By: _____

Title: _____

BANK:

SILICON VALLEY BANK

By:  _____

Title: ACCOUNTANT MANAGER

SCHEDULE A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
N/A	N/A	N/A

SCHEDULE B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
N/A	N/A	N/A

SCHEDULE C

Trademarks

<u>TRADEMARK DESCRIPTION</u>	<u>APPLICATION/REGISTRATION NO.</u>	<u>APPLICATION/REGISTRATION DATE</u>	<u>STATUS</u>	<u>OWNER</u>
THE NEW MOBILE EXPERIENCE	2764148	09/16/2003	Registered	i3 Mobile, Inc.*
THE POSSIBILITIES ARE WIRELESS	2504802	11/06/2001	Registered	i3 Mobile, Inc.*
POWERED BY III	2435587	03/13/2001	Registered	i3 MOBILE, INC.*
EYES ON THE WEB	2272860	08/24/1999	Cancelled	i3 Mobile, Inc.*
VILLAGE SQUARE	2269604	08/10/1999	Cancelled	i3 MOBILE, INC.*
INTELLIGENT INFORMATION INCORPORATED	1929266	10/24/1995	Cancelled	i3 Mobile, Inc.
SPORTS ALERT SERVICE	1903095	07/04/1995	Cancelled	i3 Mobile, Inc.*
NEWS ALERT SERVICE	1864094	11/22/1994	Cancelled	i3 MOBILE, INC.*
PRONTO	78/072878	07/09/2001	Abandoned	i3 Mobile, Inc.*
MOBILE COMMUNITIES	78/047849	02/12/2001	Abandoned	i3 Mobile, Inc.
MOBILE COMMUNITIES	78/047842	02/12/2001	Abandoned	i3 Mobile, Inc.
KEWLPHONE	78/047876	02/12/2001	Abandoned	i3 Mobile, Inc.
KEWLPHONE	78/047886	02/12/2001	Abandoned	i3 Mobile, Inc.
I3 (M)POWER PORTAL	78/046851	02/06/2001	Abandoned	i3 Mobile, Inc.
I3 (M)POWER PORTAL	78/046842	02/06/2001	Abandoned	i3 Mobile, Inc.
THE POSSIBILITIES ARE WIRELESS	78/046873	02/06/2001	Abandoned	i3 Mobile, Inc.

<u>TRADEMARK DESCRIPTION</u>	<u>APPLICATION/REGISTRATION NO.</u>	<u>APPLICATION/REGISTRATION DATE</u>	<u>STATUS</u>	<u>OWNER</u>
POWERED BY I3 MOBILE	75/921617	02/17/2000	Abandoned	i3 Mobile, Inc.
I3 MOBILE	75/921618	02/17/2000	Abandoned	i3 Mobile, Inc.
ALERT.COM	75/729301	06/15/1999	Abandoned	Intelligent Information Incorporated
NETCARE	75/322911	07/11/1997	Abandoned	Intelligent Information Incorporated
WEATHER ALERT SERVICE	74/470787	12/17/1993	Abandoned	Intelligent Information Incorporated

*Assets subject to a security interest in favor of Silicon Valley Bank recorded with the U.S. Patent and Trademark Office on 07/21/2004 at reel 3014/frame 0674.