## 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
IBAHN CORPORATION		12/06/2006	CORPORATION: DELAWARE
IBAHN GENERAL HOLDINGS CORPORATION		12/06/2006	CORPORATION: DELAWARE
IBAHN LEASING, LLC		12/06/2006	LIMITED LIABILITY COMPANY: UTAH
IBAHN INTERNATIONAL CORPORATION		12/06/2006	CORPORATION: DELAWARE
STSN UK LIMITED		12/06/2006	COMPANY: UNITED KINGDOM

## **RECEIVING PARTY DATA**

Name:	COMERICA BANK
Street Address:	75 E. TRIMBLE ROAD
Internal Address:	MC 4770
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	Michigan Banking Corporation:

## PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	78580942	IBAHN
Serial Number:	78580943	IBAHN
Serial Number:	78580945	IBAHN
Serial Number:	78580946	IBAHN
Serial Number:	78580936	IBAHN
Serial Number:	78580939	IBAHN
Serial Number:	77034505	IBAHN
Serial Number:	78580940	IBAHN
		TDADEMARK

TRADEMARK "REEL: 003456 FRAME: 0557

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7858094

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Serial Number:	78580941	IBAHN
Serial Number:	77021115	IBAHN
Serial Number:	77021114	IBAHN
Serial Number:	77021112	IBAHN
Serial Number:	77011088	IBAHN SPEED SOLUTION

#### **CORRESPONDENCE DATA**

Fax Number: (858)550-6420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 858-550-6403

Email: erin.obrien@cooley.com

Correspondent Name: Erin O'Brien

Address Line 1: c/o Cooley Godward Kronish LLP

Address Line 2: 4401 Eastgate Mall

Address Line 4: SAN DIEGO, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	036703-1050 IBAHN STSN	
NAME OF SUBMITTER:	Erin O'Brien	
Signature:	/Erin O'Brien/	
Date:	01/08/2007	

#### Total Attachments: 9

source=iBahn IPSA to file#page1.tif source=iBahn IPSA to file#page2.tif source=iBahn IPSA to file#page3.tif source=iBahn IPSA to file#page4.tif source=iBahn IPSA to file#page5.tif source=iBahn IPSA to file#page6.tif source=iBahn IPSA to file#page7.tif source=iBahn IPSA to file#page8.tif source=iBahn IPSA to file#page8.tif source=iBahn IPSA to file#page9.tif

# AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 6, 2006 by and between Comerica Bank, successor by merger to Comerica Bank-California ("Bank") and IBAHN CORPORATION, a Delaware corporation (formerly called STSN, Inc., a Delaware corporation) ("Parent"), IBAHN GENERAL HOLDINGS CORPORATION, a Delaware corporation (formerly called STSN General Holdings, Inc., a Delaware corporation) ("General Holdings"), IBAHN LEASING, LLC, a Utah limited liability company (formerly called STSN Leasing, LLC, a Utah limited liability company) ("iBAHN Leasing"), IBAHN INTERNATIONAL CORPORATION, a Delaware corporation (formerly called STSN International, Inc., a Delaware corporation) ("iBAHN International") and STSN UK LIMITED, a company formed under the laws of England and Wales (company number 03952809) ("STSN UK") (collectively, the "Grantors").

#### **RECITALS**

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantors, dated as of February 10, 2003 (as amended and as the same may be further amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).
- **B.** Bank, Parent, General Holdings, iBAHN Leasing, and iBAHN International are parties to that certain Intellectual Property Security Agreement dated as of February 10, 2003 (the "Original Intellectual Property Security Agreement") pursuant to which Parent, General Holdings, iBAHN Leasing, and iBAHN International granted to Bank a security interest in certain Copyrights, Trademarks, and Patents to secure their obligations under the Loan Agreement. The parties desire to add STSN UK as a "Grantor" to the Original Intellectual Property Security Agreement and to amend and restate the Intellectual Property Security Agreement in its entirety as provided below.

**Now, Therefore,** for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantors and Bank hereby amend and restate the Original Intellectual Property Security Agreement as follows:

#### **AGREEMENT**

To secure the obligations of Grantors under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantors, each Grantor grants and pledges to Bank a security interest in all of such 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

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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 and the other Loan Documents. 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.

Grantors represent and warrant that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantors have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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.

**GRANTORS:** 

Address of Grantor:

7090 S. Union Park Ave. #200

Salt Lake City, UT 84047

Address of Grantor:

7090 S. Union Park Ave. #200

Salt Lake City, UT 84047

**IBAHN CORPORATION** 

Title:

By:

**IBAHN LEASING, LL4** 

By:

Title:

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Address of Grantor:	IBAHN GENERAL HOLDINGS CORPORATION
7090 S. Union Park Ave. #200	By:
Salt Lake City, UT 84047	Title: CFO
Address of Grantor:	IBAHN INTERNATIONAL CORPORATION
7090 S. Union Park Ave. #200	By:
Salt Lake City, UT 84047	Title: CEO
Address of Grantor:	STSN UK LIMITED
200 Brook Drive Green Park Reading, Berkshire RG2 6UB United Kingdom	By: Title:
	BANK:
Address of Bank:	Comerica Bank
75 East Trimble Road Mail Code 4770 San Jose, CA 95131	Ву:

P'/1

Title:

Address of Grantor:	IBAHN GENERAL HOLDINGS CORPORATION
7090 S. Union Park Ave. #200	Ву:
Salt Lake City, UT 84047	Title:
Address of Grantor:	IBAHN INTERNATIONAL CORPORATION
7090 S. Union Park Ave. #200	By:
Salt Lake City, UT 84047	Title:
Address of Grantor:	STSN UK LIMITED
200 Brook Drive Green Park Reading, Berkshire RG2 6UB United Kingdom	By: Title:
	BANK:
Address of Bank:	Comerica Bank
75 East Trimble Road Mail Code 4770 San Jose, CA 95131	By: 13 2 2

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3.

## EXHIBIT A

## **COPYRIGHTS**

Description					Registration Number	Registration Date
STSN Management Broadband Internet	of	Configuration	System	for	TX 5 126 638	11/15/2000

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## Ехнівіт В

## **PATENTS**

Description	Registration/ Application Number	Registration/ Application Date	Owner
Methods and apparatus for providing high-speed connectivity to a hotel environment (United States)	Patent No. 6,738,382 Serial No. 09/256,719	Issued: 5/18/2004 Filed: 2/24/1999	iBAHN General Holdings Corporation
Methods and apparatus for providing high-speed connectivity to a hotel environment (United States)	Patent No. 6,996,073 Serial No. 10/746,275	Issued: 2/7/2006 Filed: 12/23/2003	iBAHN General Holdings Corporation
Methods and apparatus for processing network data transmission (United States)	Patent No. 6,934,754 Serial No. 09/823,088	Issued: 8/23/2005 Filed: 3/29/2001	iBAHN General Holdings Corporation
Methods and apparatus for providing high-speed connectivity to a hotel environment (Europe)	Serial No. 00913543.5	Filed: 2/16/2000	iBAHN General Holdings Corporation
Methods and apparatus for providing high-speed connectivity to a hotel environment (Canada)	Serial No. 2,363,683	Filed: 2/16/2000	iBAHN General Holdings Corporation
Methods and apparatus for providing high-speed connectivity to a hotel environment (United States)	Serial No. 11/281,254	Filed: 11/16/2005	iBAHN General Holdings Corporation
Methods and apparatus for processing network data transmissions (Canada)	Serial No. 2,404,907	Filed: 4/02/2001	iBAHN General Holdings
Methods and apparatus for processing network data transmissions (Europe)	Serial No. 01923083.8	Filed: 4/02/2001	Corporation iBAHN General Holdings
Methods and apparatus for processing network data transmissions (United States)	Serial No. 11/190,036	Filed: 7/25/2005	Corporation iBAHN General Holdings Corporation
Detection of multiple users of a network access node (United States)	Serial No. 11/073,428	Filed: 3/04/2005	iBAHN General Holdings Corporation

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Detection of multiple users of a network access node (International)	Serial No. PCT/US2006/ 007020	Filed: 2/27/2006	iBAHN General Holdings Corporation
Security for mobile devices in a wireless network (United States)	Serial No. 11/079,020	Filed: 3/10/2005	iBAHN General Holdings
Security for mobile devices in a wireless network (International)	Serial No. PCT/US2006/ 008597	Filed: 3/08/2006	Corporation iBAHN General Holdings Corporation
Real-time mobile user network operations center (United States)	Serial No. 11/078,908	Filed: 3/10/2005	iBAHN General Holdings Corporation
Real-time mobile user network operations center (International)	Serial No. PCT/US2006/ 008596	Filed: 3/08/2005	iBAHN General Holdings Corporation
Techniques for wireless deployment to maximize capacity and geographic isolation (United States)	Serial No. 60/813,993	Filed: 6/14/2006	iBAHN General Holdings Corporation
Antenna design to maximize signal fidelity within a multi-patch environment (United States)	Serial No. 60/819,030	Filed: 7/06/2006	iBAHN General Holdings Corporation
Monitoring and reporting policy compliance of home networks (United States)	Serial No. 11/530,403	Filed: 9/08/2006	iBAHN General Holdings Corporation

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## Ехнівіт С

## **TRADEMARKS**

Description	Class	Registration/ Application Number	Registration/ Application Date
iBAHN (United States)	009	Application No. 78/580,942	Filed: 3/04/2005
iBAHN (United States)	037	Application No. 78/580,943	Filed: 3/04/2005
iBAHN (United States)	038	Application No. 78/580,945	Filed: 3/04/2005
iBAHN (United States)	042	Application No. 78/580,946	Filed: 3/04/2005
iBAHN and logo (China P.R.)	009, 037, 038, 042	Application No. W.O. 866 407	Filed: 11/17/2005
iBAHN and logo (Community Trademark)	009, 037, 038, 042	Application No. 4616074	Filed: 9/02/2005
iBAHN and logo (Hong Kong)	009, 037, 038, 042	Registration No. 300489817 Application No. W.O. 866 407	Issued: 9/05/2005 Filed: 9/05/2005
iBAHN and logo (International)	009, 037, 038, 042	Registration No. 866 407 Application No. 866 407	Issued: 9/02/2005 Filed: 9/02/2005
iBAHN and logo (Japan)	009, 037, 038, 042	Application No. W.O. 866 407	Filed: 11/17/2005
iBAHN and logo (Singapore)	009, 037, 038, 042	Application No. W.O. 866 407	Filed: 11/17/2005
iBAHN (United States)	009	Application No. 78/580,936	Filed: 3/04/2005
iBAHN (United States)	037	Application No. 78/580,939	Filed: 3/04/2005

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iBAHN (United States)	038	Application No. 78/580,940	Filed: 3/04/2005
iBAHN (United States)	042	Application No. 78/580,941	Filed: 3/04/2005
iBAHN (and design) (United States)	09	Application No. 77/034,505	Filed: 11/01/2006
iBAHN (and design) (United States)	37	Application No. 77/021,115	Filed: 10/13/2006
iBAHN (and design) (United States)	38	Application No. 77/021,114	Filed: 10/13/2006
iBAHN (and design) (United States)	42	Application No. 77/021,112	Filed: 10/13/2006
iBAHN Speed Solution (United States)	38	Application No. 77/011,088	Filed: 09/29/2006

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**RECORDED: 01/08/2007**