

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
Traq Wireless, Inc.		03/09/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ORIX Venture Finance LLC		
Street Address:	245 Park Avenue 19th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2859204	TRAQ-WIRELESS	
CORRESPONDENCE DATA			
Fax Number:	(703)415-1557		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-415-1555		
Email:	mail@specializedpatent.com		
Correspondent Name:	Christopher E. Kondracki		
Address Line 1:	2001 Jefferson Davis, Hwy., Suite 1007		
Address Line 4:	Arlington, VIRGINIA 22202		
ATTORNEY DOCKET NUMBER:	7030803D		
NAME OF SUBMITTER:	Christopher E. Kondracki		
Signature:	/Christopher E. Kondracki/		
Date:	04/09/2007		

CH \$40.00 2859204

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 9, 2007 by and between **ORIX Venture Finance LLC** (“ORIX”) and **Traq Wireless, Inc.**, a Delaware corporation (“Grantor”), with reference to the following facts:

A. ORIX and Grantor are parties to that certain Loan and Security Agreement dated March 9, 2007 (as amended from time to time, the “Loan Agreement”). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to ORIX a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its “Obligations” as defined in the Loan Agreement, Grantor grants to ORIX a security interest in all of Grantor’s right, title and interest in Grantor’s Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with contemporaneous notice thereof, (ii) upon request by Secured Party, providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks,


software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and ORIX's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of ORIX and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York.

Address of Grantor:

TRAQ WIRELESS, INC.

9801 Metric Blvd
Austin, TX 78758

By 
Title President

Address of ORIX:

ORIX Venture Finance LLC

245 Park Avenue 19th Floor
New York, New York 10167

By _____
Kevin P. Sheehan,
President and CEO

software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

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Address of Grantor:

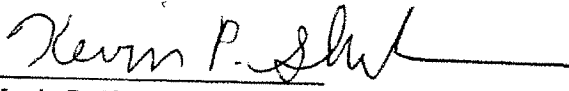
TRAQ WIRELESS, INC.

By _____
Title _____

Address of ORIX:

ORIX Venture Finance LLC

245 Park Avenue 19th Floor
New York, New York 10167

By 
Kevin P. Sheehan,
President and CEO

TRADEMARK

REEL: 003518 FRAME: 0459

SCHEDULE A

Trademarks

Registered trademarks:

- “TRAQ-WIRELESS” – Registration No. 2,859,204, granted July 6, 2004

Domain names:

traq.com
cellularmanagement.com
managecellular.com
track-wireless.com
trackwireless.net
traq-wireless.com
traq-wireless.net
enterpriseseamlessmobility.com
seamlessenterprisemobility.com

SCHEDULE B

Patents and Patent Applications

- U.S. Patent No. 6,681,106 – System and Method for Analyzing Wireless Communication Records and for Determining Optimal Wireless Communication Service Plans, issued January 20, 2004
- U.S. Patent No. 6,574,465 – System and Method for Determining Optimal Wireless Communication Service Plans issued June 3, 2003
- U.S. Patent No. 6,813,488 – System and Method for Determining Optimal Wireless Communication Service Plans Based on Spectrum Licenses, issued November 2, 2004
- U.S. Patent No. 7,072,639 – System and Method for Determining Optimal Wireless Communication Service Plans Based on Historical Projection Analysis, issued July 4, 2006
- U.S. Patent No. 7,184,749 – System and Method for Analyzing Wireless Communications Data, issued February 27, 2007

Patent Applications:

- U.S. Patent Application No. 60/230,846 – System and Method for Analyzing Wireless Communications Records and for Determining Optimal Wireless Communication Service Plans, filed September 7, 2000
- U.S. Patent Application No. 09/758,815 – System and Method for Analyzing Wireless Communications Data, filed January 11, 2001
- U.S. Patent Application No. 11/126,091 – System and Method for Analyzing Wireless Communication Data, filed May 10, 2005
- U.S. Patent Application No. 11/148,849 – Pooling Groups of Wireless Communication Users, filed June 8, 2005
- U.S. Patent Application No. 60/795,295 – Method for Procuring and Provisioning a Converged Fixed-Mobile Device and Associated Services, filed April 27, 2006
- U.S. Patent Application No. 60/834,497 – Method for Streamlining the Provisions of Wireless Applications in an Organization, filed July 31, 2006
- U.S. Patent Application No. _____ (not yet assigned) – Providing a Rebate to a User of a Telecommunication Plan, filed February 14, 2007

SCHEDULE C

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None		
998063.3		

PA831732.1
1191271-900000
03/12/07