

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
CoCo Communications Corp.		05/09/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Eagle River Holdings, LLC
Street Address:	4400 Carillon Point
City:	Kirkland
State/Country:	WASHINGTON
Postal Code:	98033
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	78665959	P2POS
Serial Number:	78643609	PTP OS
Serial Number:	78878078	COCO
Serial Number:	78651608	WIRELESS SECURITY BLANKET
Serial Number:	78607758	COCO
Serial Number:	78878077	COCO
Serial Number:	78643607	PTP OS
Serial Number:	78643597	PEER-TO-PEER OS
Serial Number:	78457677	COCO OUTER NET
Serial Number:	78643596	PEER-TO-PEER OS
Serial Number:	78643605	PTP OS
Serial Number:	78643594	P2POS
Serial Number:	78607764	COCO
Serial Number:	78878073	COCO

CH \$540.00 78665959

Serial Number:	78643593	P2POS
Serial Number:	78643592	P2P OS
Serial Number:	78651611	WIRELESS SECURITY BLANKET
Serial Number:	78651601	WIRELESS SECURITY BLANKET
Serial Number:	78607761	COCO
Serial Number:	78643600	PEER-TO-PEER OS
Serial Number:	78457670	OUTER NET

CORRESPONDENCE DATA

Fax Number: (206)628-7699
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 206-628-7506
Email: michelleleibelt@dwt.com
Correspondent Name: Michelle Leibelt
Address Line 1: 1501 Fourth Avenue, Suite 2600
Address Line 4: Seattle, WASHINGTON 98101-1688

ATTORNEY DOCKET NUMBER:	60559-39
NAME OF SUBMITTER:	Michelle Leibelt
Signature:	/Michelle Leibelt/
Date:	05/11/2007

Total Attachments: 37

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SECURITY AGREEMENT

This Security Agreement ("Agreement") is entered into as of May 9, 2007, and is made between CoCo Communications Corp., a Delaware corporation (the "Debtor"), and Eagle River Holdings, LLC (the "Lender").

RECITALS

A. The Debtor is a party to that certain Promissory Note of even date herewith made by Debtor in favor Lender (as the same may be amended, supplemented, restated or otherwise modified from time to time, the "Note").

B. Pursuant to the terms of the Note, the execution and delivery of this Agreement is a condition precedent to Lender's obligation to make any advances to Debtor.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration receipt of which is hereby acknowledged, the Debtor and the Lender, hereby agree as follows:

1. **Definitions; Interpretation.**

(a) Terms Defined in the Note. All capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Note.

(b) Certain Defined Terms. As used in this Agreement, the following terms have the following meanings:

"Account Debtor" means any Person who is or who may become obligated to the Debtor under, with respect to or on account of an Account or other Right to Payment.

"Collateral" shall have the meaning assigned to such term in Section 2(a).

"Copyright License" shall mean any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by the Debtor or which the Debtor otherwise has the right to license, or granting to the Debtor the right to use any Copyright now or hereafter owned by any third party, and all rights of the Debtor under any such agreement.

"Copyrights" shall mean all of the following now owned or hereafter acquired by the Debtor: (i) all copyright rights in any work subject to the copyright laws of the United States, any state thereof or any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, whether as author, assignee, transferee or otherwise, including those listed in Schedule A hereto, and (ii) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office or in any similar offices in any other country.

“Event of Default” shall have the meaning assigned to such term in Section 10.

“Intellectual Property” means the Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks and Trademark Licenses of the Debtor, all goodwill associated therewith and all rights to sue for infringement thereof.

“License” means any Patent License, Trademark License, Copyright License or other license or sublicense agreement to which the Debtor is a party.

“Lien” means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

“Patent License” shall mean any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by the Debtor or which the Debtor otherwise has the right to license, is in existence, or granting to the Debtor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of the Debtor under any such agreement.

“Patents” shall mean all of the following now owned or hereafter acquired by the Debtor: (i) all letters patent of the United States or any other country or any political subdivision thereof, all registrations and recordings thereof, including those listed in Schedule A hereto, (ii) all applications for letters patent of the United States or the equivalent thereof in any similar offices in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or the equivalent thereof in any similar offices in any other country, including those listed in Schedule A hereto, and (iii) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

“Permitted Lien” means the lien evidenced by that certain Security Agreement dated March 30, 2007 executed by Debtor in favor of Pike Street Capital, LLC, as in effect on the date hereof.

“Rights to Payment” means all Accounts, and any and all rights and claims to the payment or receipt of money or other forms of consideration of any kind in, to and under all Chattel Paper, Documents, General Intangibles, Payment Intangibles, Instruments and Proceeds.

“Security Interest” shall have the meaning assigned to such term in Section 2(a).

“Secured Obligations” means all indebtedness and other obligations of Debtor, its affiliates and successors, to Lender, now existing or later arising, direct or indirect, absolute or contingent, due or to become due, including without limitation (i) performance of the Note and this Agreement; (ii) repayment of any amounts that Lender may advance or spend for the

maintenance or preservation of the Collateral and any other expenditures that Lender may make under the provisions of this Agreement or for the benefit of Debtor; (iii) all other amounts now or in the future owed by Debtor to Lender; and (iv) any of the foregoing that arises after the filing of a petition by or against Debtor under the United States Bankruptcy Code.

“Trademark License” shall mean any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by the Debtor or which the Debtor otherwise has the right to license, or granting to the Debtor any right to use any Trademark now or hereafter owned by any third party, and all rights of the Debtor under any such agreement.

“Trademarks” shall mean all of the following now owned or hereafter acquired by the Debtor: (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and pending applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed in Schedule A hereto, except for “Intent to Use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) and 1(d) of said Act has been filed, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

“UCC” means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of Washington; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of the security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Washington, the term “UCC” shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

(c) Terms Defined in UCC. Terms used in this Agreement that are defined in the UCC have the meanings given to them in the UCC, including the following which are capitalized herein: Accession, Account, As-Extracted Collateral, Chattel Paper, Commercial Tort Claim, Commodity Account, Commodity Contract, Commodities Intermediary, Consumer Goods, Deposit Account, Document, Electronic Chattel Paper, Entitlement Holder, Equipment, Farm Products, Financial Assets, Fixture, General Intangible, Instrument, Inventory, Investment Property, Letter-of-Credit Right, Manufactured Home, Payment Intangible, Proceeds, Products, Securities Account, Securities Intermediary, Security, Supporting Obligation and Tangible Chattel Paper.

2. Security Interest.

(a) Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Debtor hereby assigns and pledges to the

Lender, its successors and assigns, and hereby grants to the Lender, its successors and assigns, a security interest (the "Security Interest"), in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Debtor or in which the Debtor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"):

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all Deposit Accounts;
- (iv) all Documents;
- (v) all Equipment;
- (vi) all Fixtures;
- (vii) all General Intangibles;
- (viii) all Instruments;
- (ix) all Inventory;
- (x) all Intellectual Property;
- (xi) all Investment Property;
- (xii) all Letter-of-Credit Rights;
- (xiii) specified Commercial Tort Claims, if any;
- (xiv) all books and records pertaining to the assets and properties described in this Section 2(a);
- (xv) all other goods and personal property of the Debtor whether tangible or intangible wherever located; and
- (xvi) to the extent not otherwise included, all Proceeds and Products of any and all of the foregoing.

(b) Debtor Remains Liable. Anything herein to the contrary notwithstanding, (i) the Debtor shall remain liable under any contracts, agreements and other documents included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by the Lender of any of the rights hereunder shall not release the Debtor from any of its duties or obligations under such contracts, agreements and other documents included in the Collateral, and (iii) the Lender shall have no obligation or liability under any contracts, agreements and other documents included in the Collateral by reason of this Agreement, nor shall the Lender be obligated to

perform any of the obligations or duties of the Debtor thereunder or to take any action to collect or enforce any such contract, agreement or other document included in the Collateral hereunder.

(c) Continuing Security Interest. The Debtor acknowledges and agrees that the Security Interest in the Collateral (i) constitutes continuing collateral security for all of the Secured Obligations, and (ii) except as provided in Section 11, is not to be construed as an assignment of any Intellectual Property.

3. Financing Statements, Etc. The Debtor hereby irrevocably authorizes the Lender at any time and from time to time to file in any relevant jurisdiction any initial financing statements and amendments thereto that contain the information required by Article 9 of the UCC of each applicable jurisdiction for the filing of any financing statement or amendment, including (i) whether the Debtor is an organization, the type of organization and any organizational identification number issued to the Debtor and (ii) in the case of a financing statement filed as a fixture filing, a sufficient description of the real property to which such Collateral relates. The Debtor authorizes and agrees that the Lender may file a UCC Financing Statement or UCC Financing Statement Amendment, as the case may be, describing the Collateral as "ALL ASSETS OF THE DEBTOR." The Lender is further authorized to file with the United States Patent and Trademark Office and United States Copyright Office (or any successor office or any similar office in any other country) such other documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by the Debtor, without the signature of the Debtor, and naming the Debtor as debtor and the Lender as secured party.

4. Representations and Warranties. The Debtor represents and warrants to the Lender that:

(a) Legal Name; State of Organization. The Debtor's exact organizational name and the jurisdiction of its organization are accurately set forth in the introductory paragraph hereto.

(b) Ownership and Authority. The Debtor is the sole legal and beneficial owner of the Collateral (or, in the case of after-acquired Collateral, at the time the Debtor acquires rights in such Collateral, will be the sole legal and beneficial owner thereof) and has the right, power and authority to grant to the Lender the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement. The Debtor is not a party to any material license or any material lease that contains legally enforceable restrictions on the granting of a security interest therein.

(c) Validity of Security Interest. The Security Interest constitutes (i) a legal and valid security interest which is enforceable against the Collateral in which the Debtor now has rights and will create a security interest which is enforceable against the Collateral in which the Debtor hereafter acquires rights at the time the Debtor acquires any such rights; and (ii) when properly perfected by filing or otherwise, the Security Interest shall constitute a valid perfected security interest in the Collateral, in which the Debtor now has rights, and will have a perfected security interest in the Collateral in which the Debtor hereafter acquires rights at the time the Debtor acquires any such rights, to the extent that a security interest may be perfected by filing or otherwise under the UCC or by filing an appropriate notice with the United States Patent and

Trademark Office or the United States Copyright Office (or any successor office or any similar office in any other country), in each case securing the payment and performance of the Secured Obligations. The Security Interest is and shall be prior to any other Lien on any of the Collateral, other than Permitted Liens.

(d) Absence of Other Liens. The Debtor has not filed or consented to the filing of (i) any financing statement or analogous document under the UCC or any other applicable Laws covering any Collateral, (ii) any assignment in which the Debtor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (iii) any assignment in which the Debtor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any Governmental Authority, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, other than, in each case, with respect to a Permitted Lien.

(e) Rights to Payment.

(i) The Rights to Payment represent valid, binding and enforceable obligations of the Account Debtors or other Persons obligated thereon, representing undisputed, bona fide transactions completed in accordance with the terms and provisions contained in any documents related thereto, and are and will be genuine, free from Liens, and not subject to any adverse claims, counterclaims, setoffs, defaults, disputes, defenses, discounts, retainages, holdbacks or conditions precedent of any kind of character, except to the extent reflected by the Debtor's reserves for uncollectible Rights to Payment or to the extent, if any, that such Account Debtors or other Persons may be entitled to normal and ordinary course trade discounts, returns, adjustments and allowances in accordance with Section 5(k), or as otherwise disclosed to the Lender in writing;

(ii) All Account Debtors are solvent and generally paying their debts as they come due except to the extent that the Debtor has established adequate reserves therefor in accordance with GAAP;

(iii) All Rights to Payment comply in all material respects with all applicable Laws concerning form, content and manner of preparation and execution, including where applicable any federal or state consumer credit laws;

(iv) The Debtor has not assigned any of its rights under the Rights to Payment except as provided in this Agreement or as set forth in the other Loan Documents;

(v) All statements made, all unpaid balances and all other information in the books and records and other documentation pertaining to the Rights to Payment are true and correct and in all material respects what they purport to be; and

(vi) There is no fact or circumstance which would impair the validity or collectibility of the Rights to Payment in the aggregate.

(f) Inventory. No Inventory of the Debtor is stored with any bailee, warehouseman or similar Person or on any premises leased to the Debtor, nor has any such Inventory been

consigned to the Debtor or consigned by the Debtor to any Person or is held by the Debtor pursuant to a sale or return, sale on approval or similar arrangement.

(g) Intellectual Property.

(i) Schedule A hereto includes, respectively, all registered and unregistered Copyrights, Patents and Trademarks owned by or licensed (pursuant to a written license) by or to the Debtor as of the date hereof.

(ii) All Intellectual Property of the Debtor is valid, subsisting, unexpired, enforceable and has not been abandoned, and the Debtor is legally entitled to use each of its tradenames.

(iii) None of the Intellectual Property of the Debtor is the subject of any material licensing or franchise agreement, except as has been disclosed in writing to Lender as of the date hereof.

(iv) No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of any Intellectual Property of the Debtor.

(v) No action or proceeding is pending seeking to limit, cancel or question the validity of any Intellectual Property of the Debtor, or which, if adversely determined, would have a material adverse effect on the value of any such Intellectual Property.

(vi) All applications pertaining to the Intellectual Property of the Debtor have been duly and properly filed, and all registrations or letters pertaining to such Intellectual Property have been duly and properly filed and issued, and all of such Intellectual Property is valid and enforceable.

(vii) The Debtor has not made any assignment or agreement in conflict with the Security Interest of the Lender in Collateral consisting of Intellectual Property.

(h) Documents, Instruments and Chattel Paper. All Documents, Instruments and Chattel Paper describing, evidencing or constituting Collateral are complete, valid, and genuine.

(i) Equipment. None of the Equipment or other Collateral is affixed to real property, except for Collateral with respect to which the Debtor has supplied the Lender with all information and documentation necessary to make all fixture filings required to perfect and protect the priority of the Security Interest of the Lender in all such Collateral which may be fixtures as against all Persons having an interest in the premises to which such property may be affixed. None of the Equipment is leased from or to any Person, except for non-material items.

(j) Consents. Except for (i) consents required by landlords or lessors of certain real property leased by Debtor, (ii) the filing or recording of UCC financing statements, (iii) the filing of appropriate notices with the United States Patent and Trademark Office and the United States Copyright Office or (iv) obtaining control to perfect the Security Interest granted by the Debtor pursuant hereto, no consent or authorization of, filing with, or other act by or in respect of, any

arbitrator or Governmental Authority and no consent of any other Person (including any stockholder, member or creditor of the Debtor), is required (A) for the grant by the Debtor of the Security Interest in the Collateral pursuant hereto or for the execution, delivery or performance of this Agreement by the Debtor or (B) for the perfection of the Security Interest or the exercise by the Lender of the rights and remedies provided for in this Agreement.

5. Covenants. So long as any of the Secured Obligations shall remain unpaid or unsatisfied, the Debtor shall:

(a) Defense of Collateral. At its own cost and expense, take any and all actions necessary to defend title to the Collateral against all Persons and to defend the Security Interest of the Lender in the Collateral and the priority thereof against any Lien, other than Permitted Liens.

(b) Preservation of Collateral. Maintain, preserve and protect the tangible Collateral in good working order and condition, ordinary wear and tear excepted; not use the Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable requirement of Law; and not permit any Collateral to be or become a Fixture to real property or an Accession to other personal property unless the Lender has a valid, perfected and first priority security interest for the benefit of the Lenders in such real or personal property.

(c) Change of Name, Identity or Structure. Promptly to notify the Lender in writing of any change (i) in its corporate or organization name, (ii) in the location of its chief executive office, its principal place of business, any office in which it maintains books or records relating to the Collateral, or (iii) in its Federal Taxpayer Identification Number or other identification number given by its jurisdiction of incorporation or organization, and not to effect or permit any change referred to in clauses (i) through (iii) unless all filings have been made under the UCC or otherwise that are required in order for the Lender to continue at all times following such change to have a valid, legal and perfected first priority security interest in all the Collateral.

(d) Location of Collateral. Promptly notify the Lender in writing of any change in the location of any office or facility at which Collateral (other than real property and improvements and fixtures thereto) owned by it (including the establishment of any such new office or facility) is located.

(e) Maintenance of Records. Maintain, at its own cost and expense, such complete and accurate records with respect to the Collateral owned by it as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which the Debtor is engaged, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of the Collateral, mark its books and records to reflect the Security Interest, and, at such time or times as the Lender may reasonably request, promptly provide the Lender with a duly certified listing in form and detail reasonably satisfactory to the Lender showing the identity, amount and location of any and all Collateral.

(f) Disposition of Collateral. Not make or permit to be made any sale, transfer, license or other disposition of any of the Collateral or any right or interest therein and shall remain at all times in possession of the Collateral, except to the extent permitted by the Note or this Agreement.

(g) No Liens. Not make or permit to be made an assignment, pledge or hypothecation of any of the Collateral or create or permit to exist any Lien upon or with respect to any of the Collateral, other than Permitted Liens.

(h) Insurance. Keep the Collateral continuously insured by an insurer acceptable to Lender against all normal risks of physical damage, theft or loss in an amount not less than its full replacement value, with loss payable to Lender.

(i) Taxes. Pay promptly when due all taxes and other governmental charges, all Liens and all other charges now or hereafter imposed upon, relating to or affecting any of the Collateral.

(j) Leased Premises. Upon the request of the Lender, and subject to the necessary consents, obtain from each Person from whom the Debtor leases any office or facility at which Collateral (other than real property and improvements and fixtures thereto) with a book value in excess of \$500,000 is at any time present such subordination, waiver, consent and estoppel agreements as the Lender may require, in form and substance reasonably satisfactory to the Lender.

(k) Rights to Payment.

(i) Upon the request of the Lender, promptly provide the Lender with: (A) master customer listings, including all names and addresses, together with copies or originals (as requested by the Lender) of documents, customer statements, repayment histories and present status reports relating to the Accounts; (B) accurate records and summaries of Accounts, including detailed agings specifying the name, face value and date of each invoice, and listings of Accounts that are disputed or have been cancelled; and (C) such other matters and information relating to the Accounts as the Lender shall from time to time reasonably request;

(ii) Give only normal discounts, allowances and credits as to Accounts and other Rights to Payment, in the ordinary course of business, according to normal trade practices utilized by the Debtor in the past, and enforce all Accounts and other Rights to Payment strictly in accordance with their terms, and take all such action to such end as may from time to time be reasonably requested by the Lender, except that the Debtor may grant any extension of the time for payment;

(iii) If any discount, allowance, credit, extension of time for payment, agreement to make a rebate or otherwise to reduce the amount owing on, or compromise or settle, an Account or other Right to Payment exists or occurs, or if, to the knowledge of the Debtor, any dispute, setoff, claim, counter-claim or defense exists or has been asserted or threatened with respect to an Account or other Right to Payment, disclose such fact fully to the Lender in the books and records relating to such Account or other

Right to Payment and in connection with any invoice or report furnished by the Debtor to the Lender relating to such Account or other Right to Payment;

(iv) If any Accounts arise from contracts with the United States or any department, agency or instrumentality thereof, immediately notify the Lender thereof and execute any documents and instruments and take any other steps requested by the Lender in order that all monies due and to become due thereunder shall be assigned to the Lender and notice thereof given to the federal authorities under the Federal Assignment of Claims Act;

(v) If at any time the Debtor shall take a security interest in any property of an Account Debtor or any other Person to secure payment and performance of an Account or other Right to Payment, the Debtor shall, at Lender's request, promptly assign such security interest to the Lender, which assignment need not be filed of public record unless necessary to continue the perfected status of the security interest against creditors of and transferees from the Account Debtor or other Person granting the security interest;

(vi) In accordance with its sound business judgment perform and comply in all material respects with its obligations in respect of the Accounts and other Rights to Payment;

(vii) Upon the request of the Lender, mark the Accounts and other Rights to Payment and all of the Debtor's books and records pertaining thereto with such legends as the Lender shall reasonably specify to reference to the fact that the Accounts and other Rights to Payment have been assigned to the Lender and that the Lender has a security interest therein;

(viii) Upon the request of the Lender (A) at any time, notify all or any designated portion of the Account Debtors of the Security Interest and (B) upon the occurrence of an Event of Default, notify the Account Debtors or any designated portion thereof that payment shall be made directly to the Lender or to such other Person or location as the Lender shall specify; and

(ix) Upon the occurrence of any Event of Default, establish such lockbox or similar arrangements for the payment of the Accounts and other Rights to Payment as the Lender shall require.

(l) Collateral Held by Bailee, Etc. If any Collateral is at any time in the possession or control of a warehouseman, bailee or any agent or processor of the Debtor, (i) notify the Lender of such possession, (ii) notify such Person of the Security Interest and (iii) obtain a written acknowledgment from such Person that it is holding such Collateral subject to the Security Interest and the instructions of the Lender.

(m) Inventory. Upon the request of the Lender: (i) promptly provide the Lender with a report of all Collateral consisting of Inventory, in form and substance satisfactory to the Lender (ii) take a physical listing of such Inventory and promptly deliver a copy of such physical listing to the Lender; and (iii) if any Collateral consisting of Inventory is at any time evidenced by a document of title, immediately deliver such document of title to the Lender.

(n) Equipment. Upon the request of the Lender, deliver to the Lender a report of each item of Equipment constituting Collateral, in form and substance satisfactory to the Lender.

(o) Copyrights.

(i) In Debtor's reasonable business judgment and customary practice, employ the Copyright for each material work with such notice of copyright as may be required by law to secure copyright protection.

(ii) Not do any act or knowingly omit to do any act whereby any Copyright may become invalidated and (A) not do any act, or knowingly omit to do any act, whereby any material Copyright may become injected into the public domain; (B) promptly notify the Lender immediately if it knows, or has reason to know, that any Copyright could reasonably be expected to become injected into the public domain or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in any court or tribunal in the United States or any other country) regarding the Debtor's ownership of any such Copyright or its validity; (C) take all commercially reasonable steps as it shall deem appropriate under the circumstances, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of each Copyright owned by the Debtor, which the Debtor reasonably determines are necessary or desirable for the conduct of its business, including filing of applications for renewal where necessary; and (D) promptly notify the Debtor of any material infringement of any Copyright of the Debtor of which it becomes aware (with respect to Copyrights that the Debtor reasonably determines is necessary or desirable for the conduct of its business) and take such actions as it shall reasonably deem appropriate under the circumstances to protect such Copyright, including, where appropriate, the bringing of suit for infringement, seeking injunctive relief and seeking to recover any and all damages for such infringement.

(iii) Not make any assignment or agreement in conflict with the Security Interest of the Lender in Collateral consisting of Copyrights.

(p) Patents and Trademarks.

(i) (A) Continue to use each Trademark, which the Debtor reasonably determines is necessary or desirable for the conduct of its business, in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (B) maintain as in the past the quality of products and services offered under such Trademark, (C) employ such Trademark with the appropriate notice of registration, (D) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless the Lender shall obtain a perfected security interest in such mark pursuant to this Agreement, and (E) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any such Trademark may become invalidated.

(ii) Not do any act, or omit to do any act, whereby any Patent, which the Debtor reasonably determines is necessary or desirable for the conduct of its business, may become abandoned or dedicated.

(iii) Promptly notify the Lender if it knows, or has reason to know, that any application or registration relating to any Patent or Trademark may become abandoned or dedicated, or of any material adverse determination or development (including, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal in any country) regarding the Debtor's ownership of any such Patent or Trademark or its right to register the same or to keep, maintain and use the same.

(iv) Whenever the Debtor, either by itself or through an agent, employee, licensee or designee, shall file an application for the registration of any Patent or Trademark with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, the Debtor shall report such filing to the Lender within five Business Days after the last day of the fiscal quarter in which such filing occurs. Upon request of the Lender, the Debtor shall execute and deliver any and all agreements, instruments, documents and papers as the Lender may request to evidence the Lender's security interest in any Patent or Trademark and the goodwill and General Intangibles of the Debtor relating thereto or represented thereby.

(v) Take all reasonable and necessary steps, including, in any proceeding before the United States Patent and Trademark Office, or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application, to obtain the relevant registration and to maintain each registration of the Patents and Trademarks, which the Debtor reasonably determines is necessary or desirable for the conduct of its business, including filing of applications for renewal, affidavits of use and affidavits of incontestability.

(vi) Promptly after learning thereof, notify the Lender that any Patent or Trademark included in the Collateral is infringed, misappropriated or diluted by a third party and, if such Patent or Trademark is necessary or desirable for the conduct of the Debtor's business, then promptly sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution, or take such other actions as it shall reasonably deem appropriate under the circumstances to protect such Patent or Trademark.

(vii) Except for licenses to third parties in the ordinary course of business, not make any assignment or agreement in conflict with the Security Interest of the Lender in Collateral consisting of Patents or Trademarks.

(q) New Patents, Copyrights and Trademarks. Promptly provide the Lender with (i) a listing of all applications, if any, for new Copyrights, Patents or Trademarks (together with a listing of the issuance of registrations or letters on present applications), which new applications and issued registrations or letters shall be subject to the terms and conditions hereunder, and

(ii) (A) with respect to Copyrights, a duly executed Notice of Grant of Security Interest in Copyrights substantially in the form of Annex 1 hereto, (B) with respect to Patents, a duly executed Notice of Grant of Security Interest in Patents substantially in the form of Annex 2 hereto, (C) with respect to Trademarks, a duly executed Notice of Grant of Security Interest in Trademarks substantially in the form of Annex 3 hereto or (D) such other duly executed documents as the Lender may request in a form acceptable to counsel for the Lender and suitable for recording to evidence the security interest in the Copyright, Patent or Trademark which is the subject of such new application.

(r) Fixtures. Except for Collateral with respect to which the Debtor has supplied the Lender with all information and documentation necessary to make all fixture filings required to perfect and protect the priority of the Lender's security interest such Collateral, maintain all of the Collateral as personal property and not affix any of the Collateral to any real property in a manner which would change its nature from personal property to real property or a Fixture.

(s) Notices, Reports and Information. (i) Promptly notify the Lender of any material claim made or asserted against the Collateral by any Person and of any change in the composition of the Collateral or other event which could materially adversely affect the value of the Collateral or the Security Interest of the Lender therein; (ii) promptly notify the Lender of any and all Commercial Tort Claims held or acquired by the Debtor or any of its Subsidiaries; (iii) upon the request of the Lender promptly provide to the Lender such statements, listings and schedules further identifying and describing the Collateral and such other reports and other information in connection with the Collateral as the Lender may reasonably request, all in reasonable detail; and (iv) upon request of the Lender make such demands and requests for information and reports as the Debtor is entitled to make in respect of the Collateral.

6. Further Assurances. The Debtor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Lender may from time to time request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies of the Lender hereunder, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements (including fixture filings) or other documents in connection herewith or therewith. Without limiting the generality of the foregoing, the Debtor hereby authorizes the Lender, with prompt notice thereof to the Debtor, to supplement this Agreement by supplementing Schedules A hereto or adding additional schedules hereto to specifically identify any asset or item that may constitute Copyrights, Licenses, Patents or Trademarks; provided, however, that the Debtor shall have the right, exercisable within 10 days after it has been notified by the Lender of the specific identification of such Collateral, to advise the Lender in writing of any inaccuracy of the representations and warranties made by the Debtor hereunder with respect to such Collateral. The Debtor agrees that it will use its reasonable best efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within 30 days after the date it has been notified by the Lender of the specific identification of such Collateral.

7. Inspection and Verification. The Lender (or its designees) shall have the right, at the Debtor's own cost and expense, to inspect the Collateral, all records related thereto (and to

make extracts and copies from such records) and the premises upon which any of the Collateral is located, to discuss the Debtor's affairs with the officers of the Debtor and, upon the occurrence and during the continuation of an Event of Default, with their independent accountants and to verify under reasonable procedures the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Collateral, including, in the case of Accounts and other Rights to Payment or Collateral in the possession of any third person, by contacting Account Debtors or the third person possessing such Collateral for the purpose of making such a verification.

8. Collection of Rights to Payment. Until the Lender exercises its rights hereunder to collect Rights to Payment, the Debtor shall endeavor in the first instance diligently to collect all amounts due or to become due on or with respect to the Rights to Payment. At the request of the Lender, upon the occurrence and during the continuation of any Event of Default, all remittances received by the Debtor shall be held in trust for the Lender and, in accordance with the Lender's instructions, remitted to the Lender or deposited to an account with the Lender in the form received (appropriately endorsed or accompanied by necessary instruments of transfer).

9. Rights of Lender.

(a) Power of Attorney. The Debtor hereby appoints the Lender the attorney-in-fact of the Debtor for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Lender may deem necessary or advisable to accomplish the purposes hereof. Without limiting the generality of the foregoing, the Lender shall have the right, upon the occurrence and during the continuance of an Event of Default, with full power of substitution either in the Lender's name or in the name of the Debtor:

(i) take possession of and endorse any notes, acceptances, checks, drafts, money orders or other forms of payment or security and collect any Proceeds of any Collateral;

(ii) sign and endorse any invoice or bill of lading relating to any of the Collateral, warehouse or storage receipts, drafts against customers or other obligors, assignments, notices of assignment, verifications and notices to customers or other obligors;

(iii) notify the applicable postal service authorities to change the address for delivery of mail addressed to the Debtor to such address as the Lender may designate and, without limiting the generality of the foregoing, establish with any Person lockbox or similar arrangements for the payment of the Rights to Payment;

(iv) receive, open and dispose of all mail addressed to the Debtor;

(v) send requests for verification of Rights to Payment to any Account Debtor;

(vi) notify, or to require the Debtor to notify, Account Debtors to make all payments directly to the Lender;

(vii) assert, adjust, sue for, compromise or release any claims under any policies of insurance;

(viii) exercise dominion and control over, and refuse to permit further withdrawals from any Deposit Account, Securities Account or Commodities Account constituting part of the Collateral;

(ix) notify each Person maintaining lockbox or similar arrangements for the payment of the Rights to Payment to remit all amounts representing collections on the Rights to Payment directly to the Lender;

(x) ask, demand, collect, receive and give acquittances and receipts for any and all Rights to Payment, enforce payment or any other rights in respect of the Rights to Payment and other Collateral, grant consents, agree to any amendments, modifications or waivers of the agreements and documents governing the Rights to Payment and other Collateral, and otherwise file any claims, take any action or institute, defend, settle or adjust any actions, suits or proceedings with respect to the Collateral, as the Lender may deem necessary or desirable to maintain, preserve and protect the Collateral, to collect the Collateral or to enforce the rights of the Lender with respect to the Collateral;

(xi) execute any and all applications, documents, papers and instruments necessary for the Lender to use the Intellectual Property and grant or issue any exclusive or non-exclusive license or sublicense with respect to any Intellectual Property;

(xii) execute any and all endorsements, assignments or other documents and instruments necessary to sell, lease, assign, convey or otherwise transfer title in or dispose of the Collateral; and

(xiii) execute any and all such other documents and instruments, and do any and all acts and things for and on behalf of the Debtor, which the Lender may deem necessary or advisable to maintain, protect, realize upon and preserve the Collateral and the Lender's security interest therein and to accomplish the purposes of this Agreement.

The foregoing power of attorney is coupled with an interest and irrevocable so long as advances may be made under the Note or any of the Secured Obligations shall remain unpaid or unsatisfied. The Debtor hereby ratifies, to the fullest extent permitted by applicable Laws, all that the Lender shall lawfully and in good faith do or cause to be done by virtue of and in compliance with this subsection (a).

(b) Performance of Debtor Obligations. The Lender may perform or pay any obligation which the Debtor has agreed to perform or pay under or in connection with this Agreement, and the Debtor shall reimburse the Lender on demand for any amounts paid by the Lender pursuant to this subsection (b).

(c) Lender's Duties. Notwithstanding any provision contained in this Agreement, the Lender shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to the Debtor or any other Person for any failure to do so or delay in doing so.

10. Events of Default. The occurrence of an event which under the Note would constitute an Event of Default shall be an event of default hereunder (an "Event of Default").

11. Remedies.

(a) General Remedies. Upon the occurrence of an Event of a Default herein, Debtor agrees that Lender may (but shall not be obligated to) exercise one or more of the following cumulative rights and remedies: (i) accelerate the maturity, declare immediately due and recover from Debtor all of the Secured Obligations; (ii) enter any premises where the Collateral is located and take possession of it without notice, demand or legal proceedings; (iii) require Debtor to assemble the Collateral and make it available to Lender at such place as Lender may reasonably designate; (iv) sell or otherwise dispose of all or any portion of the Collateral in a public or private transaction, apply the net disposition proceeds to the Secured Obligations, and recover from Debtor any deficiency balance of Secured Obligations remaining after application of the net disposition proceeds; and (v) pursue any other remedy available at law or in equity

(b) Sale of Collateral. Each purchaser at any sale pursuant to this Agreement shall hold the property sold absolutely, free from any claim or right on the part of the Debtor, and the Debtor hereby waives, to the fullest extent permitted by applicable Laws, all rights of redemption, stay and appraisal which the Debtor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. The Lender shall be authorized at any such sale to restrict the prospective bidders or purchasers to Persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof. Neither the Lender's compliance with the UCC or any other applicable requirement of Law, in the conduct of any sale made pursuant to this Agreement, nor its disclaimer of any warranties relating to the Collateral, shall be considered to adversely affect the commercial reasonableness of such sale. The Lender shall give the Debtor ten days' written notice (which the Debtor agrees is reasonable notice within the meaning of Section 9A-612 of the UCC) of the Lender's intention to make any sale of Collateral. The Lender shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Lender may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. To the fullest extent permitted by applicable Laws, the Lender may bid for or purchase the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to the Lender from the Debtor as a credit against the purchase price and the Lender may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to the Debtor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Lender shall be free to carry out such sale pursuant to such agreement and the Debtor shall not be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Lender shall have entered into such an agreement all Events of Default shall have been remedied and the Secured Obligations paid in full. To the fullest extent permitted by applicable Laws, any sale pursuant to the provisions of this subsection (b) shall be deemed to conform to the commercially reasonable standards as provided in Section 9A-610(b) of the UCC.

(c) License. For the purpose of enabling the Lender to exercise its rights and remedies under this Section or otherwise in connection with this Agreement, the Debtor hereby grants to the Lender an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Debtor) to use, license or sub-license any of the Collateral now owned or hereafter acquired by the Debtor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Lender shall be exercised, at the option of the Lender, solely upon the occurrence and during the continuation of an Event of Default; provided that any license, sub-license or other transaction entered into by the Lender in accordance herewith shall be binding upon the Debtor notwithstanding any subsequent cure of such Event of Default.

(d) Proceeds Account. To the extent that any of the Secured Obligations may be contingent, unmatured or unliquidated upon the occurrence and during the continuance of an Event of Default, the Lender may, at its option, (i) retain the proceeds of any sale, collection, disposition or other realization upon the Collateral (or any portion thereof) in a special purpose non-interest-bearing restricted deposit account (the "Proceeds Account") created and maintained by the Lender for such purpose (which shall constitute a Deposit Account included within the Collateral hereunder) until such time as the Lender may elect to apply such proceeds to the Secured Obligations, and the Debtor agrees that such retention of such proceeds by the Lender shall not be deemed strict foreclosure with respect thereto; (ii) in any manner elected by the Lender, estimate the liquidated amount of any such contingent, unmatured or unliquidated claims and apply the proceeds of the Collateral against such amount; or (iii) otherwise proceed in any manner permitted by applicable Laws. The Debtor agrees that the Proceeds Account shall be a blocked account and that upon the irrevocable deposit of funds into the Proceeds Account, the Debtor shall not have any right of withdrawal with respect to such funds. Accordingly, the Debtor irrevocably waives the right to make any withdrawal from the Proceeds Account and the right to instruct the Lender to honor drafts against the Proceeds Account.

(e) Retention of Collateral. The Lender may, after providing the notices required by Section 9A-505(2) of the UCC or otherwise complying with any requirement of applicable Laws, accept or retain the Collateral or any part thereof in satisfaction of the Secured Obligations. Unless and until the Lender shall have provided such notices, however, the Lender shall not be deemed to have retained any Collateral in satisfaction of any Secured Obligations for any reason.

(f) Duty of Care. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Lender shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. The Lender shall be deemed to have exercised reasonable care in the custody and preservation of Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Lender accords its own property. Neither the Lender nor any of its affiliates, directors, officers, employees, counsel, agents and attorneys-in-fact shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Debtor or otherwise.

(g) Application of Proceeds. The Lender shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with the Note and this Agreement. The Debtor shall remain liable to the Lender for any deficiency which exists after any sale or other disposition or collection of Collateral.

12. Certain Waivers. The Debtor waives, to the fullest extent permitted by applicable Laws, (a) any right of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshalling of the Collateral or other collateral or security for the Secured Obligations; (b) any right to require the Lender (i) to proceed against any Person, (ii) to exhaust any other collateral or security for any of the Secured Obligations, (iii) to pursue any remedy in the Lender's power, or (iv) to make or give any presentments, demands for performance, notices of nonperformance, protests, notices of protests or notices of dishonor in connection with any of the Collateral; and (c) all claims, damages, and demands against the Lender arising out of the repossession, retention, sale or application of the proceeds of any sale of the Collateral.

13. Notices. All notices or other communications hereunder shall be in writing and shall be deemed to have been duly given or made (i) upon delivery if delivered personally (by courier service or otherwise), as evidenced by written receipt or other written proof of delivery (which may be a printout of the tracking information of a courier service that made such delivery), or (ii) upon confirmation of dispatch if sent by facsimile transmission (which confirmation shall be sufficient if shown by evidence produced by the facsimile machine used for such transmission), in each case to the applicable addresses set forth below (or such other address which either party may from time to time specify):

If to Debtor: CoCo Communications Corp.

If to Lender: Eagle River Holdings, Inc.

With a copy to: Davis Wright Tremaine LLP
1501 Fourth Avenue
2600 Century Square
Seattle, WA 98101
Attention: Stuart C. Campbell, Esq.
Facsimile: 206-628-7699

14. No Waiver; Cumulative Remedies. No failure by the Lender to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No waiver of any single breach or default under this Agreement shall be deemed a waiver of any other breach or default. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to the Lender. Any single or partial exercise of any right or remedy shall not preclude the further exercise thereof or the exercise of any other right or remedy.

15. Costs and Expenses; Indemnification; Other Charges.

(a) Costs and Expenses. The Debtor agrees to pay upon demand to the Lender the amount of any and all fees, costs or out-of-pocket expenses (including attorney fees and costs) incurred by the Lender and supported by reasonable documentation in connection with (i) the preparation and negotiation of this Agreement, the Note, and the other Borrower Loan Documents, (ii) the administration of this Agreement (including the customary fees and charges of the Lender or any of its affiliates for any audits conducted by it or on its behalf with respect to Collateral), (iii) the custody or preservation of, or the sale of, collection from or other realization upon any of the Collateral (including all expenses of taking, collecting, holding, sorting, handling, preparing for sale, selling, or the like, and other such expenses of sales and collections of Collateral), (iv) the exercise, enforcement or protection of any of the rights of the Lender under this Agreement (including all such costs and expenses incurred during any "workout" or restructuring in respect of the Secured Obligations and during any legal proceeding, including any proceeding under any Debtor Relief Law) or (v) the failure of the Debtor to perform or observe any its obligations under this Agreement.

(b) Indemnification. The Debtor shall indemnify and hold harmless the Lender and its affiliates, directors, officers, employees, counsel, agents and attorneys-in-fact (collectively the "Indemnitees") from and against any and all liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses and disbursements (including attorney fees and costs) of any kind which may at any time be imposed on, incurred by or asserted against any such Indemnitee relating to or arising out of (i) any claim by a secured creditor of the Debtor relating to this Agreement or the transactions contemplated hereby or (ii) any action taken or omitted to be taken in good faith by Lender hereunder (the "Indemnified Liabilities"), in all cases, whether or not caused by or arising, in whole or in part, out of the negligence of the Indemnitee; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses or disbursements are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee. The agreements in this subsection (b) shall survive the termination of the Commitments and the repayment, satisfaction or discharge of all the Secured Obligations.

(c) Additional Secured Obligations. All amounts due under this Section shall be payable within 10 days of written demand therefor. If any amount payable by the Debtor under

this Agreement is not paid when due, such amount shall (i) thereafter bear interest at a fluctuating interest rate per annum at all times equal to the default rate set forth in the Note to the fullest extent permitted by applicable Laws and (ii) be additional Secured Obligations secured hereby and by the other Loan Documents.

16. Successor and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and, except that the Debtor may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Lender (and any attempted assignment or transfer by the Debtor without such consent shall be null and void).

17. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF WASHINGTON, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN WASHINGTON; PROVIDED THAT THE LENDER SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

18. Amendments, Etc. No amendment or waiver of any provision of this Agreement, and no consent to any departure by the Debtor therefrom, shall be effective unless in writing signed by the Lender and the Debtor, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

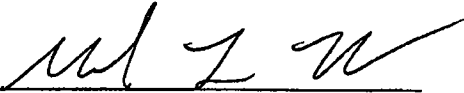
20. Integration. This Agreement, together with the other Loan Documents, comprises the complete, final and integrated agreement of the parties on the subject matter hereof and thereof and supersedes all prior agreements, written or oral, on such subject matter.

21. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

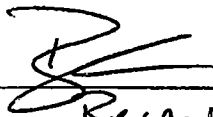
[Signature lines on next page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

COCO COMMUNICATIONS CORP.

By: 
Name: Mark L. Tucker
Title: CEO

EAGLE RIVER HOLDINGS, INC. ~~INC.~~ LLC

By: 
Name: BRIAN MARCINER
Title: CFO

SCHEDULE A
COPYRIGHTS, PATENTS AND TRADEMARKS

- (1) **Copyrights** - None
- (2) **Trademarks** – See attached chart.
- (3) **Patents** – See attached chart.

**SCHEDULE A
TRADEMARK REGISTRATIONS AND APPLICATIONS**

TRADEMARK	APP. NO. OR REG. NO.	FILING DATE OR REG. DATE	OWNER	STATUS
P2POS	78/665959	July 7, 2005	COCO COMMUNICATIONS CORP.	ABANDONED
PTP OS	78/643609	June 3, 2005	COCO COMMUNICATIONS CORP.	ABANDONED
COCO	78/878078	May 5, 2006	COCO COMMUNICATIONS CORP.	PENDING
WIRELESS SECURITY BLANKET	78/651608	June 15, 2005	COCO COMMUNICATIONS CORP.	ABANDONED
COCO	78/607758	April 13, 2005	COCO COMMUNICATIONS CORP.	PENDING/OPPOSED Opposition filed by Apple Computer, Inc.
COCO (Stylized)	78/878077	May 5, 2006	COCO COMMUNICATIONS CORP.	PENDING
PTP OS	78/643607	June 5, 2005	COCO COMMUNICATIONS CORP.	ABANDONED
PEER-TO-PEER OS	78/643597	June 3, 2005	COCO COMMUNICATIONS CORP.	ABANDONED
COCO OUTER NET	78/457677	July 27, 2004	COCO COMMUNICATIONS CORP.	ABANDONED
PEER-TO-PEER OS	78/643596	June 3, 2005	COCO COMMUNICATIONS CORP.	ABANDONED
PTP OS	78/643605	June 3, 2005	COCO COMMUNICATIONS CORP.	ABANDONED
P2P OS	78/643594	July 3, 2005	COCO COMMUNICATIONS CORP.	ABANDONED
COCO	78/607764	April 13, 2005	COCO COMMUNICATIONS CORP.	PENDING
COCO (Stylized)	78/878073	May 5, 2006	COCO COMMUNICATIONS CORP.	PENDING
P2P OS	78/643593	June 3, 2005	COCO COMMUNICATIONS CORP.	ABANDONED

**SCHEDULE A
TRADEMARK REGISTRATIONS AND APPLICATIONS**

TRADEMARK	APP. NO. OR REG. NO.	FILING DATE OR REG. DATE	OWNER	STATUS
P2P OS	78/643592	June 3, 2005	COCO COMMUNICATIONS CORP.	ABANDONED
WIRELESS SECURITY BLANKET	78/651611	June 15, 2005	COCO COMMUNICATIONS CORP.	ABANDONED
WIRELESS SECURITY BLANKET	78/651601	June 15, 2005	COCO COMMUNICATIONS CORP.	ABANDONED
COCO	78/607761	April 13, 2005	COCO COMMUNICATIONS CORP.	PENDING
PEER-TO-PEER OS	78/643600	June 3, 2005	COCO COMMUNICATIONS CORP.	ABANDONED
OUT NET	78/457670	July 27, 2004	COCO COMMUNICATIONS CORP.	ABANDONED

**SCHEDULE A
PATENT REGISTRATIONS AND APPLICATIONS**

Country	App No.	File Date	Title	Ownership
United States	60/656,733	02/26/2005	COCO NAMING SYSTEM LAYER	
WIPO/International	PCT/US2006/006869	02/25/2006	NAMING SYSTEM LAYER	COCO COMMUNICATIONS CORPORATION listed as Applicant
United States	60/655,808	02/23/2005	SECURE DISTRIBUTED HIERARCHICAL CONVERGENCE NETWORK	
WIPO/International	PCT/US2006/006471	02/23/2006	SECURE, DISTRIBUTED HIERARCHICAL CONVERGENCE NETWORK	COCO COMMUNICATIONS CORPORATION listed as Applicant
United States	60/640,810	12/29/2004	NETWORK USING CLUSTERING AND ROUTING ADVERTISEMENT	
WIPO/International	PCT/US2005/047488	12/29/2005	NETWORK CLUSTERING	COCO COMMUNICATIONS CORPORATION listed as Applicant
United States	60/442,328	01/24/2003	METHOD AND APPARATUS FOR SECURE COMMUNICATIONS AND RESOURCE SHARING BETWEEN ANONYMOUS NON-TRUSTING PARTIES WITH NO CENTRAL ADMINISTRATION	
WIPO/International	PCT/US2004/001458	01/21/2004	METHOD AND APPARATUS FOR SECURE COMMUNICATIONS AND	COCO COMMUNICATIONS

**SCHEDULE A
PATENT REGISTRATIONS AND APPLICATIONS**

United States	10/542,824	07/20/2005	RESOURCE SHARING BETWEEN ANONYMOUS NON-TRUSTING PARTIES WITH NO CENTRAL ADMINISTRATION	CORPORATION listed as Applicant
Russia	RU2005000126731	01/21/2004	METHOD AND APPARATUS FOR SECURE COMMUNICATIONS AND RESOURCE SHARING BETWEEN ANONYMOUS NON-TRUSTING PARTIES WITH NO CENTRAL ADMINISTRATION	Assigned to COCO COMMUNICATIONS CORPORATION
Korea	KR2005000013701	07/25/2005	METHOD AND APPARATUS FOR SECURE COMMUNICATIONS AND RESOURCE SHARING BETWEEN ANONYMOUS NON-TRUSTING PARTIES WITH NO CENTRAL ADMINISTRATION CROSS REFERENCE TO RELATED APPLICATIONS	COCO COMMUNICATIONS CORPORATION listed as Applicant
Japan	JP2006000502897	01/21/2004	METHOD AND APPARATUS FOR SECURE COMMUNICATIONS AND RESOURCE SHARING BETWEEN ANONYMOUS NON-TRUSTING PARTIES WITH NO CENTRAL ADMINISTRATION CROSS REFERENCE TO RELATED APPLICATIONS	COCO COMMUNICATIONS CORPORATION listed as Applicant
European Patent Office	04000703985	01/21/2004	METHOD AND APPARATUS FOR SECURE COMMUNICATIONS AND RESOURCE SHARING BETWEEN ANONYMOUS NON-TRUSTING PARTIES WITH NO CENTRAL ADMINISTRATION CROSS REFERENCE TO RELATED APPLICATIONS	COCO COMMUNICATIONS CORPORATION listed as Applicant

**SCHEDULE A
PATENT REGISTRATIONS AND APPLICATIONS**

China	2004080007330	01/21/2004	PARTIES WITH NO CENTRAL ADMINISTRATION METHOD AND APPARATUS FOR SECURE COMMUNICATIONS AND RESOURCE SHARING BETWEEN ANONYMOUS NON-TRUSTING PARTIES WITH NO CENTRAL ADMINISTRATION CROSS REFERENCE TO RELATED APPLICATIONS	COCO COMMUNICATIONS CORPORATION listed as Applicant
Canada	CA2004002513653	01/21/2004	METHOD AND APPARATUS FOR SECURE COMMUNICATIONS AND RESOURCE SHARING BETWEEN ANONYMOUS NON-TRUSTING PARTIES WITH NO CENTRAL ADMINISTRATION	COCO COMMUNICATIONS CORPORATION listed as Applicant
Brazil	BR2004000006978	01/21/2004	SISTEMA PARA ORGANIZAR SEM ADMINISTRAÇÃO CENTRAL UMA REDE DE DISPOSITIVOS DE COMPUTAÇÃO SEM CONFIANÇA	COCO COMMUNICATIONS CORPORATION listed as Applicant
Australia	AU2004000207949	01/21/2004	METHOD FOR SECURE COMMUNICATION AND RESOURCE SHARING	COCO COMMUNICATIONS CORPORATION listed as Applicant
Israel	169,781	01/21/2004	METHOD AND APPARATUS FOR SECURE COMMUNICATIONS AND RESOURCE SHARING BETWEEN ANONYMOUS NON-TRUSTING PARTIES WITH NO CENTRAL ADMINISTRATION	
India	3601/DELNP/2005	01/21/2004	METHOD AND APPARATUS FOR SECURE COMMUNICATIONS AND RESOURCE SHARING BETWEEN ANONYMOUS NON-TRUSTING PARTIES WITH NO CENTRAL ADMINISTRATION	

**SCHEDULE A
PATENT REGISTRATIONS AND APPLICATIONS**

				ADMINISTRATION	
United States	60/377,631	05/03/2002		METHOD AND APPARATUS FOR PERSISTENT CONNECTIONS TO A DEVICE THROUGH THE USE OF MULTIPLE PHYSICAL NETWORK CONNECTIONS AND CONNECTION HAND-OFFS BETWEEN MULTIPLE BANDS, MODES AND NETWORKS	COCO COMMUNICATIONS CORPORATION listed as Applicant
WIPO/International	PCT/US2003/013443	04/29/2003		METHOD AND APPARATUS FOR PERSISTENT CONNECTIONS TO A DEVICE THROUGH THE USE OF MULTIPLE PHYSICAL NETWORK CONNECTIONS AND CONNECTION HAND-OFFS BETWEEN MULTIPLE BANDS, MODES AND NETWORKS	Assigned to COCO COMMUNICATIONS CORPORATION
United States	10/512,943	10/29/2004		METHOD AND APPARATUS FOR PERSISTENT CONNECTIONS TO A DEVICE THROUGH THE USE OF MULTIPLE PHYSICAL NETWORK CONNECTIONS AND CONNECTION HAND-OFFS BETWEEN MULTIPLE BANDS, MODES AND NETWORKS	COCO COMMUNICATIONS CORPORATION listed as Applicant
Russia	RU2004000135317	04/29/2003		METHOD AND APPARATUS FOR PERSISTENT CONNECTIONS TO A DEVICE THROUGH THE USE OF MULTIPLE PHYSICAL NETWORK CONNECTIONS AND CONNECTION HAND-OFFS BETWEEN MULTIPLE BANDS, MODES AND NETWORKS	COCO COMMUNICATIONS CORPORATION listed as Applicant
Japan	JP2004000502171	04/29/2003		METHOD AND APPARATUS FOR PERSISTENT CONNECTIONS TO A DEVICE THROUGH THE USE OF	COCO COMMUNICATIONS CORPORATION listed as Applicant

**SCHEDULE A
PATENT REGISTRATIONS AND APPLICATIONS**

Israel	IL2004000164893	10/17/2004	MULTIPLE PHYSICAL NETWORK CONNECTIONS AND CONNECTION HAND-OFFS BETWEEN MULTIPLE BANDS, MODES AND NETWORKS	Applicant
			METHOD AND APPARATUS FOR PERSISTENT CONNECTIONS TO A DEVICE THROUGH THE USE OF MULTIPLE PHYSICAL NETWORK CONNECTIONS AND CONNECTION HAND-OFFS BETWEEN MULTIPLE BANDS, MODES AND NETWORKS	COCO COMMUNICATIONS CORPORATION listed as Applicant
European Patent Office	03000726545	04/29/2003	METHOD AND APPARATUS FOR PERSISTENT CONNECTIONS TO A DEVICE THROUGH THE USE OF MULTIPLE PHYSICAL NETWORK CONNECTIONS AND CONNECTION HAND-OFFS BETWEEN MULTIPLE BANDS, MODES AND NETWORKS	COCO COMMUNICATIONS CORPORATION listed as Applicant
China	CN2003000810010	04/29/2003	METHOD AND APPARATUS FOR PERSISTENT CONNECTIONS TO A DEVICE THROUGH THE USE OF MULTIPLE PHYSICAL NETWORK CONNECTIONS AND CONNECTION HAND-OFFS BETWEEN MULTIPLE BANDS, MODES AND NETWORKS	COCO COMMUNICATIONS CORPORATION listed as Applicant
Canada	CA2003002483847	04/29/2003	METHOD AND APPARATUS FOR PERSISTENT CONNECTIONS TO A DEVICE THROUGH THE USE OF MULTIPLE PHYSICAL NETWORK CONNECTIONS AND CONNECTION HAND-OFFS BETWEEN MULTIPLE BANDS, MODES AND NETWORKS	COCO COMMUNICATIONS CORPORATION listed as Applicant
Australia	AU2003000228775	04/29/2003	METHOD AND APPARATUS FOR PERSISTENT CONNECTIONS TO A	COCO COMMUNICATIONS

**SCHEDULE A
PATENT REGISTRATIONS AND APPLICATIONS**

				DEVICE THROUGH THE USE OF MULTIPLE PHYSICAL NETWORK CONNECTIONS AND CONNECTION HAND-OFFS BETWEEN MULTIPLE BANDS, MODES AND NETWORKS	CORPORATION listed as Applicant
Brazil	0309697-1		04/29/2003	METHOD AND APPARATUS FOR PERSISTENT CONNECTIONS TO A DEVICE THROUGH THE USE OF MULTIPLE PHYSICAL NETWORK CONNECTIONS AND CONNECTION HAND-OFFS BETWEEN MULTIPLE BANDS, MODES AND NETWORKS	
India	1652/KOLNP/2004		04/29/2003	METHOD AND APPARATUS FOR PERSISTENT CONNECTIONS TO A DEVICE THROUGH THE USE OF MULTIPLE PHYSICAL NETWORK CONNECTIONS AND CONNECTION HAND-OFFS BETWEEN MULTIPLE BANDS, MODES AND NETWORKS	
Korea	10-2004-7017724		04/29/2003	METHOD AND APPARATUS FOR PERSISTENT CONNECTIONS TO A DEVICE THROUGH THE USE OF MULTIPLE PHYSICAL NETWORK CONNECTIONS AND CONNECTION HAND-OFFS BETWEEN MULTIPLE BANDS, MODES AND NETWORKS	
United States	60/763,977		02/01/2006	PROTOCOL CIRCUIT LAYER	
WIPO/International	PCT/US07/61488		02/01/2007	PROTOCOL CIRCUIT LAYER	
United States	60/763,959		02/01/2006	PROTOCOL LINK LAYER	

**SCHEDULE A
PATENT REGISTRATIONS AND APPLICATIONS**

WIPO/International	PCT/US07/61487	02/01/2007	PROTOCOL LINK LAYER
United States	60/764,013	02/01/2006	CONGESTION MANAGEMENT AND LATENCY PREDICTION IN CSMA MEDIA
WIPO/International	PCT/US07/61485	02/01/2006	CONGESTION MANAGEMENT AND LATENCY PREDICTION IN CSMA MEDIA
United States	60/783,626	03/17/2006	DESIGN AND METHOD FOR BUILDING ULTRA-ASSURANCE, SECURE, TRUSTABLE, UNIVERSAL AND INTEROPERABLE, OMNI-MODE COMMUNICATION DEVICES [“OMNICOMMS”] AND ADAPTABLE SYSTEMS FOR SAME
United States	60/799,450	05/10/2006	MULTIFUNCTION PERSONAL COMMUNICATION DEVICES AND ASSOCIATED SYSTEMS AND METHODS
WIPO/International	PCT/US07/63918	03/13/2007	MULTIFUNCTION PERSONAL COMMUNICATION DEVICES AND ASSOCIATED SYSTEMS AND METHODS
United States	60/819,939	07/10/2006	TIME-SHIFTED PUSH-TO-TALK

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
COPYRIGHTS

United States Copyright Office

Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of May __, 2007 (as amended, restated, modified, renewed, supplemented or extended from time to time, the "Security Agreement") by and between CoCo Communications Corp., a Delaware corporation (the "Debtor") and Eagle River Holdings, Inc. (the "Lender"), the undersigned Debtor has granted a continuing security interest in and continuing lien upon, the copyrights and copyright applications shown below to the Lender:

COPYRIGHTS

<u>Copyright No.</u>	<u>Description of Copyright</u>	<u>Date of Copyright</u>
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COPYRIGHT APPLICATIONS

<u>Copyright Application No.</u>	<u>Description of Copyright Applied For</u>	<u>Date of Copyright Application</u>
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The Debtor and the Lender, hereby acknowledge and agree that the security interest in the foregoing copyrights and copyright applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any copyright or copyright application.

Very truly yours,

COCO COMMUNICATIONS CORP.

By: _____

Name: _____

Title: _____

Acknowledged and Accepted:

EAGLE RIVER HOLDINGS, INC., as Lender

By: _____

Name: _____

Title: _____

**NOTICE
OF
GRANT OF SECURITY INTEREST
IN
PATENTS**

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of May __, 2007 (as amended, restated, modified, renewed, supplemented or extended from time to time, the "Security Agreement") by and between CoCo Communications Corp., a Delaware corporation (the "Debtor") and Eagle River Holdings, Inc. (the "Lender"), the undersigned Debtor has granted a continuing security interest in and continuing lien upon, the patents and patent applications shown below to the Lender:

PATENTS

<u>Patent No.</u>	<u>Description of Patent</u>	<u>Date of Patent</u>
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PATENT APPLICATIONS

<u>Patent Application No.</u>	<u>Description of Patent Applied For</u>	<u>Date of Patent Application</u>
-------------------------------	----------------------------------------------	---------------------------------------

The Debtor and the Lender hereby acknowledge and agree that the security interest in the foregoing patents and patent applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any patent or patent application.

Very truly yours,

COCO COMMUNICATIONS CORP.

By: _____

Name: _____

Title: _____

Acknowledged and Accepted:

EAGLE RIVER HOLDINGS, INC., as Lender

By: _____

Name: _____

Title: _____

**NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS**

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of May ___, 2007 (as amended, restated, modified, renewed, supplemented or extended from time to time, the "Security Agreement") by and between CoCo Communications Corp., a Delaware corporation (the "Debtor") and Eagle River Holdings, Inc. (the "Lender"), the undersigned Debtor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Lender:

TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark</u>	<u>Date of Trademark</u>
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TRADEMARK APPLICATIONS

<u>Trademark Application No.</u>	<u>Description of Trademark Applied For</u>	<u>Date of Trademark Application</u>
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The Debtor and the Lender hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

COCO COMMUNICATIONS CORP.

By: _____

Name: _____

Title: _____

Acknowledged and Accepted:

EAGLE RIVER HOLDINGS, INC., as Lender

By: _____

Name: _____

Title: _____