

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
i3 Mobile, Inc.		09/22/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BIA Digital Partners SBIC II LP		
Street Address:	15120 Enterprise Court		
Internal Address:	Suite 200		
City:	Chantilly		
State/Country:	VIRGINIA		
Postal Code:	20151		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2764148	THE NEW MOBILE EXPERIENCE	
CORRESPONDENCE DATA			
Fax Number:	(704)353-3698		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704 331 5792		
Email:	donna.millard@klgates.com		
Correspondent Name:	Karl S. Sawyer, Jr.		
Address Line 1:	214 N Tryon St., Hearst Tower 47th Floor		
Address Line 2:	K & L Gates LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	27616.031BIA DIGITAL PART		
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.		
Signature:	/Karl S. Sawyer, Jr./		

OP \$40.00 2764148

Date:

09/24/2008

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of September 22, 2008 by and between i3 Mobile, Inc., a Delaware corporation (the "Grantor"), having its chief executive office at 704 Quince Orchard Road, Suite 100, Gaithersburg, MD 20878, and BIA DIGITAL PARTNERS SBIC II LP, a Delaware limited partnership, as collateral agent (in such capacity, the "Secured Party"), with offices at 15120 Enterprise Court, Suite 200, Chantilly, Virginia 20151, for the ratable benefit of the Holders.

This Agreement is executed pursuant to the terms of (a) the Securities Purchase Agreement dated as of September 22, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") by and among the Borrowers, the Secured Party and the Holders party thereto and (b) the Security Agreement dated as of September 22, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") executed by the Grantors (as defined therein) in favor of the Secured Party, for the ratable benefit of the Holders. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Purchase Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Secured Party, for the ratable benefit of the Holders, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

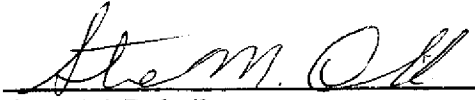
- (i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed and had accepted under applicable law a "Statement of Use" or "Amendment to Allege Use"), including, without limitation, each Trademark listed on Schedule A;
- (ii) all claims by the Grantor against third parties (a) for past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or (b) injury to the goodwill associated with any Trademark; and
- (iii) all products and proceeds of the foregoing.

The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

THE STRATA GROUP, INC., as Grantor

By: 
Name: Steve M. Dubnik
Title: Authorized Signatory

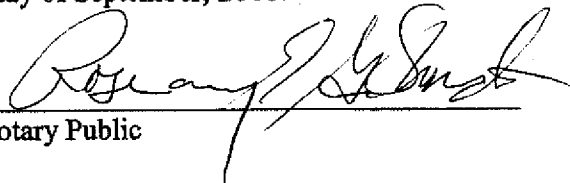
ACKNOWLEDGMENT

STATE OF New York

COUNTY OF Monroe

I, Rosemary Gebhardt, a Notary Public for said County and State, do hereby certify that Steve M. Dubnik personally appeared before me this day and stated that he is an Authorized Signatory of The Strata Group, Inc. and acknowledged, on behalf of The Strata Group, Inc., the due execution of the foregoing instrument.

Witness my hand and official seal, this 22nd day of September, 2008.


Notary Public

My commission expires:

10/10/09


ROSEMARY E GEBHARDT
Notary Public - State of New York
Reg. No. 01GE5050372
My Commission Expires October 10, 2009

[Trademark Security Agreement]

Agreed and Accepted as of the date
first above written.

BIA DIGITAL PARTNERS SBIC II LP,
as Secured Party

By: BIA Digital Partners II LLC
Its: General Partner

By: 

Name: Lloyd R. Sams

Title: Member

[Trademark Security Agreement]

TRADEMARK
REEL: 003858 FRAME: 0456

Schedule A to Trademark Security Agreement

i3 MOBILE, INC. TRADEMARKS

Jurisdiction/Property Type	Mark	Application # or Registration #	Date Filed or Date Registered
Canadian Trademark	VILLAGE SQUARE	TMA537048	11/14/00
U.S. Trademark	THE NEW MOBILE EXPERIENCE	2,764,148	09/16/03

4826-0723-6355.01