

**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.		04/13/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Barbo Family Investments LLC
Street Address:	1135 21st Ave. E.
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98112
Entity Type:	LIMITED LIABILITY COMPANY:

Name:	Volpe, Inc.
Street Address:	1100 Carillon Point
City:	Kirkland
State/Country:	WASHINGTON
Postal Code:	98033
Entity Type:	CORPORATION:

Name:	John Stachowiak
Street Address:	999 3rd Avenue, Suite 3700
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98104
Entity Type:	INDIVIDUAL:

Name:	William R. Monkman
Street Address:	1100 Carillon Point
Internal Address:	c/o Precision Aerospace
City:	Kirkland
State/Country:	WASHINGTON

CH \$165.00 78607758

Postal Code:	98033
Entity Type:	INDIVIDUAL:

Name:	Scott Stupay
Street Address:	P. O. Box 7770
City:	McLean
State/Country:	VIRGINIA
Postal Code:	22106-7770
Entity Type:	INDIVIDUAL:

Name:	The David C. Wyman Revocable Living Trust
Street Address:	1200 Fifth Ave., Suite 1711
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98101-1127
Entity Type:	TRUST:

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	78607758	COCO
Serial Number:	78607764	COCO
Serial Number:	78607761	COCO
Serial Number:	78878078	COCO
Serial Number:	78878077	COCO
Serial Number:	78878073	COCO

**CORRESPONDENCE DATA**

Fax Number: (703)456-8100  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 7034568000  
 Email: smobley@cooley.com  
 Correspondent Name: Bobbi Milliken  
 Address Line 1: 11951 Freedom Drive  
 Address Line 4: Reston, VIRGINIA 20190

ATTORNEY DOCKET NUMBER:	306993-102
NAME OF SUBMITTER:	Susan Mobley
Signature:	/Susan Mobley/

Date:

04/26/2010

**Total Attachments: 14**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*IP Security Agreement*") is entered into as of April 13, 2010 by and among CoCo Communications Corp., a Delaware corporation ("*Grantor*"), the secured parties listed on the signature pages hereto (each, a "*Secured Party*" and, collectively, the "*Secured Parties*") and Julie Barbo, in her capacity as Collateral Agent (as defined below) on behalf of the Secured Parties.

### RECITALS

A. Each Secured Party has made and has agreed to make certain advances of money and to extend certain financial accommodations to Grantor as evidenced by those certain Secured Promissory Notes dated on April 13, 2010 executed by Grantor in favor of each Secured Party and such other Secured Promissory Notes which may be executed by Grantor in favor of each Secured Party after the date hereof (each, a "*Note*" and, collectively, the "*Notes*") and that certain Note and Warrant Purchase Agreement dated April 13, 2010 by and between Grantor and the Secured Parties (the "*Purchase Agreement*"), such advances, future advances, and financial accommodations being referred to herein as the "*Loans*."

B. The Secured Parties are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall have executed and delivered to the Secured Parties this IP Security Agreement.

C. Pursuant to the terms of the Security Agreement entered into by Grantor on the date hereof (the "*Security Agreement*"), Grantor has granted to the Secured a security interests in all of Grantor's Intellectual Property. Capitalized terms used herein are used as defined in the Security Agreement.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Secured Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure the Secured Obligations, Grantor hereby grants and pledges to the Secured Parties and to the Collateral Agent, on behalf of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents and trademarks listed under Grantor's name on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

The security interests are granted in conjunction with the security interests granted to the Secured Parties and to the Collateral Agent, on behalf of the Secured Parties, under the Security Agreement. The rights and remedies of the Secured Parties and the Collateral Agent, on behalf

of the Secured Parties, with respect to the security interests granted hereby are in addition to those set forth in the Security Agreement and the other Related Documents, and those which are now or hereafter available to the Secured Parties and the Collateral Agent, on behalf of the Secured Parties, as a matter of law or equity. Each right, power and remedy of the Secured Parties and the Collateral Agent, on behalf of the Secured Parties, provided for herein or in the Security Agreement or any of the Related Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Secured Parties and the Collateral Agent, on behalf of the Secured Parties, of any one or more of the rights, powers or remedies provided for in this IP Security Agreement, the Security Agreement or any of the other Related Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Secured Parties and the Collateral Agent, on behalf of the Secured Parties, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Intellectual Property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Grantor hereby acknowledge and agree that the Secured Parties may, from time to time and without notice to Grantor, amend Exhibits A, B and C hereto to reflect changes in Grantor's right, title and interest in, to and under any copyrights, patents and trademarks; *provided* that Grantor acknowledges and agrees that neither the Secured Parties' nor the Collateral Agent's, on behalf of the Secured Parties, failure to so amend such Exhibits shall not limit or impair the Secured Parties' or the Collateral Agent's, on behalf of the Secured Parties, security interest in any Intellectual Property.

Grantor hereby covenants to provide the Collateral Agent and the Secured Parties with notice of any future filings, continuations and divisionals of patents of Grantor with the United States Patent and Trademark Office, which shall automatically be deemed part of the Collateral subject to the Agreement, and, upon the written request of the Collateral Agent or the majority in interest of Secured Parties, to make any additional filings as requested with the United States Patent and Trademark Office to maintain the Collateral Agent's and the Secured Parties' security interest in the applicable Intellectual Property.

Upon a Subsequent Closing (as defined in the Purchase Agreement), any new Purchaser shall execute a Joinder Agreement in the form attached hereto as *Exhibit D*, pursuant to which such person becomes a party to this IP Security Agreement and shall have the rights and responsibilities set forth in the provisions hereof as a Secured Party.

The Secured Parties hereby appoint Julie Barbo as the "*Collateral Agent*" for the Secured Parties under this IP Security Agreement to serve from the date hereof until the termination of this IP Security Agreement. Notwithstanding anything to the contrary in this IP Security Agreement, the Collateral Agent may be removed or replaced with the written consent of the Majority Lenders.

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

**GRANTOR:**

**CoCo Communications Corp.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: John E. DeFeo  
Title: Chief Executive Officer

**COLLATERAL AGENT:**

\_\_\_\_\_  
Name: Julie Barbo

**SECURED PARTIES:**

[ \_\_\_\_\_ ]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[ \_\_\_\_\_ ]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[ \_\_\_\_\_ ]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**GRANTOR:**

**CoCo Communications Corp.**,  
a Delaware corporation

By: \_\_\_\_\_  
Name: John E. DeFeo  
Title: Chief Executive Officer

**COLLATERAL AGENT:**

  
\_\_\_\_\_  
Name: Julie Barbo

**SECURED PARTIES:**

BARBO FAMILY INVESTMENTS LLC


By:   
\_\_\_\_\_  
Julie Barbo, Manager

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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

**SECURED PARTIES:**

THE DAVID C. WYMAN REVOCABLE  
LIVING TRUST

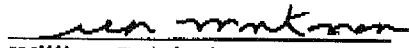
By:   
David C. Wyman, Trustee

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]



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

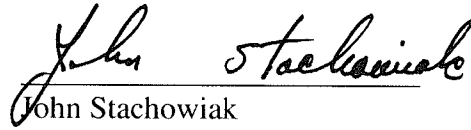
**SECURED PARTIES:**

  
William R. Monkman

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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

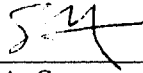
**SECURED PARTIES:**

  
John Stachowiak

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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

**SECURED PARTIES:**


  
\_\_\_\_\_  
Scott A. Stupay

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT  
DATED APRIL 13, 2010]

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

**SECURED PARTIES:**

VOLPE, INC.

By:   
William R. Monkman, President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**EXHIBIT A**  
**COPYRIGHTS**

**CoCo has no registered copyrights.**

**EXHIBIT B**  
**PATENTS**

**Grantor: CoCo Communications Corp.**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<b>1US 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</b> International filings in Australia, Brazil, Europe, India, Japan, and Russia	7,624,165	Granted 24-Nov-2009
<b>2US Method and Apparatus for Secure Communications and Resource Sharing Between Anonymous Non-Trusting Parties with No Central Administration</b> International filings in Australia, Brazil, Canada, China, Europe, Israel, India, Japan, and Russia	Publication No. 2008/032030 12/018,032	25-Dec-2008 25-Dec-2008
<b>3US Network Clustering</b> International filing in Europe	Publication No. 2009/0316699 12/160,597	24-Dec-2009 10-Jul-2008
<b>4US Secure, Distributed Hierarchical Convergence Network</b> International filing in Europe	Publication No. 2009/0215411 12/160,598	27-Aug-2009 30-Mar-2009
<b>5US Naming System Layer</b> International filing in Europe	Publication No. 2009/0319646 12/160,599	24-Dec-2009 10-Jul-2008
<b>6US Protocol Circuit Layer</b> International filings in Canada, Europe, Israel and Japan	Publication No. 2010/0008362 12/278,144	14-Jan-2010 30-Mar-2009

**7US Protocol Link Layer**  
International filings in Canada, Israel, and Japan

Publication No.  
2010/0002721  
12/278,145

07-Jan-2010  
18-May-2009

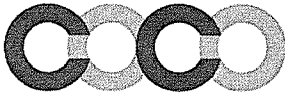


**8US Congestion Management and Latency**  
Prediction in CSMA Media  
International filings in Canada, Europe, Israel, and Japan

Publication No.  
2009/0307372  
12/278,146

10-Dec-2009  
26-Jun-2009

**EXHIBIT C**  
**TRADEMARKS**

**Grantor: CoCo Communications Corp.**

<b>Mark</b>	<b>Country</b>	<b>Class</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. Number</b>	<b>Reg. Date</b>	<b>Status</b>
COCO	United States	009	78/607,758	4/13/2005	3,419,943	4/29/2008	Registered
COCO	United States	035	78/607,764	4/13/2005			Pending
COCO	United States	038	78/607,761	4/13/2005	3,303,653	10/2/2007	Registered
COCO	United States	042	78/607,764	4/13/2005			Pending
	United States	009	78/878,078	5/5/2006	3,405,482	4/1/2008	Registered
	United States	038	78/878,077	5/5/2006	3,567,772	1/27/2009	Registered
	United States	042	78/878,073	5/5/2006	3,302,151	10/2/2007	Registered



**EXHIBIT D**

**JOINDER AGREEMENT**

The undersigned, a purchaser of notes and warrants from **CoCo COMMUNICATIONS CORP.** (the "**Company**") pursuant to that certain Note and Warrant Purchase Agreement dated April 13, 2010, as may be amended from time to time (the "**Purchase Agreement**"), hereby agree to become a "Secured Party" pursuant to that certain Intellectual Property Security Agreement dated as of April 13, 2010 (the "**IP Security Agreement**") and further agrees to be bound by and subject to all of the terms and conditions thereof, in my capacity as a Secured Party thereunder.

If Individual:

\_\_\_\_\_  
Name: \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Facsimile: \_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

If Entity:

\_\_\_\_\_  
Entity Name: \_\_\_\_\_  
\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Facsimile: \_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_