

ATTN: Customer Service

08-29-2001



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FORM PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

SHEET LY U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab Settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 2Roam, Inc. Individual(s) General Partnership Corporation-State CA Other Association Limited Partnership

2. Name and address of receiving party(ies) Name: Weiss, Peck & Greer Venture Associates V, L.L.C. Internal Address: Street Address: 555 California Street City: San Francisco State: CA Zip: 94104

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: August 17, 2001

Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Limited Liability Company If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75/840970; 76/005531; 76/011709 B. Trademark Registration No.(s) None. Additional number(s) attached? Yes No

6. Total number of applications and registrations involved: 3

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Soohyun Susan Lee Internal Address: Phone: (650) 461-6719 Street Address: 650 Page Mill Road City: Palo Alto State: CA Zip: 94304

7. Total fee (37 CFR 3.41) \$ 90.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 23-2415 (ref. client number 17897.019) (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Soohyun Susan Lee Name of Person Signing Signature Date Aug. 20, 2001

Total number of pages including cover sheet, attachments, and document: 5 Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

## GRANT OF SECURITY INTEREST

### TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of August 17, 2001, is executed by 2Roam, Inc., a California corporation ("Debtor"), in favor of Weiss, Peck & Greer Venture Associates V, LLC (the "Collateral Agent"), on behalf of the Secured Parties (as defined below).

A. Pursuant to a Security Agreement, dated as of August 17, 2001 (the "Security Agreement"), among Debtor and Collateral Agent on behalf of the Secured Parties listed on the signature pages thereof (the "Secured Parties"), the Secured Parties have agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein.

B. Debtor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

C. Schedules 1-A and 1-B hereof constitute a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Security Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Collateral Agent, in accordance with the provisions of Section 6(c) of the Security Agreement, of any addition or change which is necessary to be made to Schedules 1-A and 1-B in order to maintain such schedules completeness or accuracy, and, further, Debtor shall provide such notice to Collateral Agent within a reasonable period of time following the date of the event that is the basis for such addition or change, but in no case later than ninety (90) days following the date of such event.

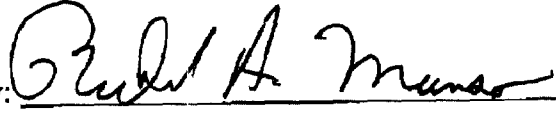
D. For good and valuable consideration, receipt of which is hereby acknowledged, Debtor hereby grants to Collateral Agent, for the benefit of itself and the Secured Parties, a security interest in all right, title and interest of Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement;

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

Collateral Agent's address is: Weiss, Peck & Greer Venture Associates V, LLC  
555 California Street  
San Francisco, CA 94104

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

**2Roam, Inc.**

By: 

Name: Richard A. Manso

Title: VP, General Counsel + Secretary

SCHEDULE I-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
None.		

SCHEDULE I-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
2ROAM	11/04/99	75/840970
CATALYST	3/16/00	76/005531
NOMAD	03/27/00	76/011709

## GRANT OF SECURITY INTEREST

### PATENTS

THIS GRANT OF SECURITY INTEREST, dated as of August 17, 2001, is executed by 2Roam, Inc., a California corporation ("Debtor"), in favor of Weiss, Peck & Greer Venture Associates V, LLC (the "Collateral Agent"), on behalf of the Secured Parties (as defined below).

A. Pursuant to a Security Agreement, dated as of August 17, 2001 (the "Security Agreement"), among Debtor and Collateral Agent on behalf of the Secured Parties listed on the signature pages thereof (the "Secured Parties"), the Secured Parties have agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein.

B. Debtor owns the letters patent, and/or applications for letters patent, of the United States, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (collectively, the "Patents");

C. Schedules 1-A and 1-B hereof constitute a complete list, as of the date hereof, of registrations or applications for registrations of Patents in or to which Debtor has any right, title, interest, claim or demand. After the date of the Security Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Collateral Agent, in accordance with the provisions of Section 6(c) of the Security Agreement, of any addition or change which is necessary to be made to Schedules 1-A and 1-B in order to maintain such schedules completeness or accuracy, and, further, Debtor shall provide such notice to Collateral Agent within a reasonable period of time following the date of the event that is the basis for such addition or change, but in no case later than ninety (90) days following the date of such event.

D. For good and valuable consideration, receipt of which is hereby acknowledged, Debtor hereby grants to Collateral Agent, for the benefit of itself and the Secured Parties, a security interest in all right, title and interest of Debtor in and to the Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations, as defined in the Security Agreement;

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

Collateral Agent's address is: Weiss, Peck & Greer Venture Associates V, LLC  
555 California Street  
San Francisco, CA 94104

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IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

**2Roam, Inc.**

By: Richard A. Manso

Name: Richard A. Manso

Title: VP, General Counsel + Secretary

**SCHEDULE 1-A TO GRANT OF SECURITY INTEREST****PATENTS**

<b><u>Title</u></b>	<b><u>Date Issued</u></b>	<b><u>Patent No.</u></b>
None.		

**SCHEDULE 1-B TO GRANT OF SECURITY INTEREST****PATENT APPLICATIONS**

<b><u>Title</u></b>	<b><u>Application Date</u></b>	<b><u>Application No.</u></b>
Wireless Content Delivery System and Method	10/21/99	60/160,801
Wireless Content Delivery System and Method	02/14/00	09/503,797
Wireless Content Delivery System and Method	10/20/00	PCT/US00/41409
System and Method for Generating a Wireless Web Page	05/22/00	09/576,703
Robustifier System and Method	05/22/00	09/576,172
Generalizer System and Method	10/13/00	60/240,437
RML (Relational Markup Language)	11/29/00	60/250,265