

12-14-2001

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



101915681

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.

13-14-01

1. Name of conveying party(ies):
Wireless Knowledge, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: QUALCOMM Incorporated
Internal
Address: _____
Street Address: 5775 Morehouse Drive
City: San Diego State: CA Zip: 92121

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Amended Security Agreement

Execution Date: as of October 31, 2001

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
75/599,151; 76/146,180; 76/163,177;
76/171,971; 76/222,834

B. Trademark Registration No.(s)
2,345,174; 2,449,743

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Rhonda Wagner
 Internal Address: QUALCOMM Incorporated

 Street Address: 5775 Morehouse Drive

 City: San Diego State: CA Zip: 92121

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41)..... \$ 190.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(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.

John M. Dillen [Signature] October 31, 2001
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

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01 FC:481
02 FC:482

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EXECUTION VERSION

THIS SECOND AMENDED AND RESTATED SECURITY AGREEMENT (this "Security Agreement"), made as of the 31st day of October 2001, by and between WIRELESS KNOWLEDGE, INC., a Delaware corporation ("Grantor"), and QUALCOMM INCORPORATED, a Delaware corporation ("Grantee"), for itself and for the benefit of any other Person entitled to indemnification or expense reimbursement under the Amended and Restated Secured Promissory Note (defined below) (together with Grantee, "Secured Parties").

WITNESSETH

WHEREAS, Grantee has made or may make one or more loans to Grantor, having an aggregate principal amount evidenced by the Secured Promissory Note of Grantor, dated as of June 20, 2001 (as amended and restated through the date hereof and as may be further amended and supplemented, the "Secured Promissory Note"); and

WHEREAS, as security for all "Secured Obligations" (as defined below), Grantor has agreed to execute this Security Agreement in favor of Grantee, for the benefit of itself and the other Secured Parties.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Security Interest. To secure payment and performance of all Secured Obligations, Grantor hereby grants to Grantee, for the benefit of itself and the other Secured Parties, a continuing security interest in, a Lien upon, and a right of set off against, and hereby assigns to Grantee, for the benefit of itself and the other Secured Parties, as security, the following property and interests in property of Grantor (irrespective of whether the same exists on or is created or acquired after the date hereof and wherever located) (collectively, the "Collateral"):

- (a) all Accounts;
- (b) all Deposit Accounts;
- (c) all Instruments;
- (d) all Documents;
- (e) all Chattel Paper (whether tangible or electronic);
- (f) all Inventory;
- (g) all Equipment;
- (h) all Fixtures;
- (i) all Goods not covered by the preceding clauses of this Section 1;

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(j) all Letter-of-Credit Rights;

(k) the shares of capital stock of the Issuers identified in Annex 3 under the name of Grantor and all other shares of capital stock of whatever class of the Issuers, now or hereafter owned by Grantor, and all certificates evidencing the same (collectively, the "Pledged Stock"), together with, in each case:

(i) all shares, securities, moneys or property representing a dividend on any of the Pledged Stock, or representing a distribution or return of capital upon or in respect of the Pledged Stock, or resulting from a split-up, revision, reclassification or other like change of the Pledged Stock or otherwise received in exchange therefor, and any subscription warrants, rights or options issued to the holders of, or otherwise in respect of, the Pledged Stock, and

(ii) in the event of any consolidation or merger in which an Issuer is not the surviving corporation, all shares of each class of the capital stock of the successor corporation (unless such successor corporation is Grantor itself) formed by or resulting from such consolidation or merger (the Pledged Stock, together with all other certificates, shares, securities, properties or moneys as may from time to time be pledged hereunder pursuant to this clause (ii) and clause (i) above being herein collectively called the "Stock Collateral");

(l) all Investment Property not covered by clause (k) of this Section 1;

(m) all Intellectual Property;

(n) all General Intangibles not covered by the preceding clauses of this Section 1 including, without limitation, any and all present and future contract rights including, without limitation, those contract rights existing or accruing under that certain License Agreement dated as of March 26, 2001 by and among Microsoft Corporation ("Microsoft"), Grantee and Grantor and under that certain Development, License and Alliance Agreement dated as of July 19, 2000, by and between Microsoft and Grantor;

(o) all other tangible and intangible personal property whatsoever of Grantor; and

(p) all Proceeds, products, offspring, accessions, rents, profits, income, benefits, substitutions and replacements of and to any of the Collateral and, to the extent related to any Collateral, all books, correspondence, credit files, records, invoices and other papers (including without limitation all tapes, cards, computer runs and other papers and documents in the possession or under the control of Grantor or any computer bureau or service company from time to time acting for Grantor).

2. Secured Obligations. The security interest granted pursuant to Section 1 shall secure the due and punctual performance of any and all present and future obligations and liabilities of Grantor of every type or description to any Secured Party (a) arising under or in connection with the Secured Promissory Note, whether for payment of principal of or interest on the Secured Promissory Note, expenses, indemnities and other amounts (including attorney's fees and expenses); or (b) arising under or in connection with this Security Agreement, including for

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reimbursement of amounts permitted to be advanced or expended by Grantee (i) to satisfy amounts required to be paid by Grantor under this Security Agreement for claims and charges, together with interest thereon to the extent provided or (ii) to maintain or preserve any Collateral or to create, perfect, continue or protect any Collateral or the security interest therein, or its priority, in each case whether due or not due, direct or indirect, joint and/or several, absolute or contingent, voluntary or involuntary, liquidated or unliquidated, determined or undetermined, now or hereafter existing, renewed or restructured, whether or not from time to time decreased or extinguished and later increased, created or incurred, whether or not arising after the commencement of a proceeding under the Bankruptcy Code (including post-petition interest) and whether or not recovery of any such obligation or liability may be barred by a statute of limitations (all obligations described in this Section 2 being collectively referred to as the "Secured Obligations").

3. Representations and Warranties. Grantor hereby represents and warrants to Grantee as follows:

(a) Title and Priority. Grantor is the sole beneficial owner of the Collateral in which it purports to grant a security interest pursuant to Section 1, and no Lien exists upon such Collateral, except for Permitted Liens and except for the security interest in favor of Grantee created pursuant hereto. The security interest created pursuant hereto constitutes a valid and perfected security interest in the Collateral in which Grantor purports to grant a security interest pursuant to Section 1, subject to no equal or prior Lien.

(b) Name, Etc. The legal name, type of organization, jurisdiction of organization, chief executive officer and the mailing address of Grantor as of the date hereof are correctly set forth in Annex 1.

(c) Changes in Circumstances. Grantor has not (i) within the period of four months prior to the date hereof, changed its location (as defined in Section 9-307 of the UCC), (ii) except as specified in Annex 1, heretofore changed its name, or (iii) except as specified in Annex 2, heretofore become a "new debtor" (as defined in Section 9-102(a)(56) of the UCC) with respect to a currently effective security agreement previously entered into by any other Person.

(d) Pledged Stock. The Pledged Stock identified in Annex 3 is, and all other Pledged Stock in which Grantor shall hereafter grant a security interest pursuant to Section 1 will be, duly authorized, validly existing, fully paid and non-assessable and none of such Pledged Stock is or will be subject to any contractual restriction, or any restriction under the charter or by-laws of the respective Issuer of such Pledged Stock, upon the transfer of such Pledged Stock. The Pledged Stock identified in Annex 3 constitutes all of the issued and outstanding shares of capital stock of any class of the Issuers beneficially owned by Grantor on the date hereof (whether or not registered in the name of Grantor) and Annex 3 correctly identifies, as at the date hereof, the respective Issuers of such Pledged Stock, the respective class and par value of the shares constituting such Pledged Stock and the respective number of shares (and registered owners thereof) represented by each such certificate.

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(e) Intellectual Property.

(i) Annexes 4, 5 and 6, respectively, set forth a complete and correct list of all Copyrights, Patents and Trademarks owned by Grantor on the date hereof; except pursuant to licenses and other user agreements entered into by Grantor in the ordinary course of business, Grantor owns and possesses the right to use, and has done nothing to authorize or enable any other Person to use, any Copyright, Patent or Trademark listed in Annexes 4, 5 and 6, and all registrations listed in Annexes 4, 5 and 6, are valid and in full force and effect; except for licenses and other user agreements entered into by Grantor in the ordinary course of business, Grantor owns and possesses the right to use all Copyrights, Patents and Trademarks.

(ii) To Grantor's knowledge, (A) there is no violation by others of any right of Grantor with respect to any Copyright, Patent or Trademark listed in Annexes 4, 5 and 6, respectively and (B) Grantor is not infringing in any respect upon any Copyright, Patent or Trademark of any other Person; and no proceedings have been instituted or are pending against Grantor or, to Grantor's knowledge, threatened, and no claim against Grantor has been received by Grantor, alleging any such violation, except as may be set forth in Annex 7.

(iii) Grantor does not own any Trademarks registered in the United States of America to which the last sentence of the definition of Trademark Collateral applies.

(f) Fair Labor Standards Act. Any Goods now or hereafter produced by Grantor or any of its subsidiaries included in the Collateral have been and will be produced in compliance with the requirements of the Fair Labor Standards Act, as amended.

(g) Federal Employer Identification Number. Grantor's federal employer identification number is 33-0901585.

4. Further Assurances; Remedies. In furtherance of the grant of the pledge and security interest pursuant to Section 1, Grantor hereby agrees with Grantor for the benefit of itself and the other Secured Parties as follows:

(a) Delivery and Other Perfection. Grantor shall:

(i) to the extent any Annex to this Security Agreement is incomplete or incorrect on the date of delivery thereof, promptly upon the Grantor becoming aware of such incompleteness or incorrectness, deliver an amended Annex containing such additional or corrected information to Grantor and promptly take any actions contemplated by clause (iii) below in order to ensure that the Lien created hereby covers all Collateral in which a security interest is purported to be granted hereby;

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(ii) deliver to Grantee any and all Instruments constituting part of the Collateral in which Grantor purports to grant a security interest hereunder, endorsed and/or accompanied by such instruments of assignment and transfer in such form and substance as Grantee may request; provided, that so long as no Event of Default shall have occurred and be continuing, Grantor may retain for collection in the ordinary course any Instruments received by Grantor in the ordinary course of its business and Grantee shall, promptly upon request of Grantor, make appropriate arrangements for making any Instrument pledged by Grantor available to Grantor for purposes of presentation, collection or renewal (any such arrangement to be effected, to the extent deemed appropriate by Grantee, against trust receipt or like document);

(iii) give, execute, deliver, file, record, authorize or obtain all such financing statements, notices, instruments, documents, agreements or consents or other papers as may be necessary or desirable in the judgment of Grantee to create, preserve, perfect or validate the security interest granted pursuant hereto or to enable Grantee to exercise and enforce its rights hereunder with respect to such pledge and security interest, including, without limitation, causing record of the granting of the security interest granted hereby in respect of the Patent Collateral and the Trademark Collateral to be filed with the U.S. Patent and Trademark Office and causing any or all of the Stock Collateral to be transferred of record into the name of Grantee or its nominee (and Grantee agrees that if any Stock Collateral is transferred into its name or the name of its nominee, Grantee will thereafter promptly give to Grantor copies of any notices and communications received by it with respect to the Stock Collateral pledged by Grantor hereunder), provided that notices to account debtors in respect of any Accounts, Chattel Paper or General Intangibles and to obligors on Instruments shall be subject to the provisions of clause (iii) below;

(iv) upon the occurrence and during the continuance of any Event of Default, upon request of Grantee, promptly notify (and Grantor hereby authorizes Grantee so to notify) each account debtor in respect of any Accounts, Chattel Paper, Instruments or General Intangibles of Grantor that such Collateral has been assigned to Grantee hereunder, and that any payments due or to become due in respect thereof are to be made directly to Grantee;

(v) without limiting the obligations of Grantor under Section 4(d)(iii), upon the acquisition after the date hereof by Grantor of any Equipment covered by a certificate of title or ownership, cause Grantee to be listed as the lienholder on such certificate of title and take such other steps as may be required under the law applicable to perfection of a security interest in such property to perfect such security interest, and within ten (10) days after the acquisition thereof deliver evidence of the same to Grantee;

(vi) keep full and accurate books and records relating to the Collateral, and stamp or otherwise mark such books and records in such manner as Grantee

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may reasonably require in order to reflect the security interests granted by this Security Agreement; and

(vii) permit representatives of Grantee, upon reasonable notice, at any time during normal business hours to inspect and make abstracts from its books and records pertaining to the Collateral, and, following an Event of Default, permit representatives of Grantee to be present at Grantor's place of business to receive copies of all communications and remittances relating to the Collateral, and forward copies of any notices or communications received by Grantor with respect to the Collateral, all in such manner as Grantee may require.

(b) Other Financing Statements and Liens. Grantor will provide notice to Grantee of the filing, amendment or continuation of any financing statement or like instrument or the existence of any financing statement or like instrument (other than the financing statements currently existing with respect to the Existing Liens) or the incurrence of any Lien, in each case that covers or purports to cover any Collateral immediately upon Grantor becoming aware of the filing, amendment, continuation or existence of any such financing statement or like instrument or the incurrence of any such Lien.

(c) Preservation of Rights. No Secured Party shall be required to take steps necessary to preserve any rights against prior parties to any of the Collateral.

(d) Special Provisions Relating to Certain Collateral.

(i) Stock Collateral.

(A) If any of the shares, securities, moneys or property required to be pledged by Grantor under Section 1 are received by Grantor, forthwith either (x) transfer and deliver to Grantee such shares or securities so received by Grantor (together with the certificates for any such shares and securities duly endorsed in blank or accompanied by undated stock powers duly executed in blank), all of which thereafter shall be held by Grantee, pursuant to the terms of this Security Agreement, as part of the Collateral or (y) take such other action as Grantee shall deem necessary or appropriate to duly record the Lien created hereunder in such shares, securities, moneys or property in said Section 1.

(B) So long as no Event of Default shall have occurred and be continuing, Grantor shall have the right to exercise all voting, consensual and other powers of ownership pertaining to the Stock Collateral for all purposes not inconsistent with the terms of this Security Agreement, the Secured Promissory Note or any other instrument or agreement referred to herein or therein, provided that Grantor agrees that it will not vote the Stock Collateral in any manner that is inconsistent with the terms of this Security

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Agreement, the Secured Promissory Note or any such other instrument or agreement; and Grantee shall execute and deliver to Grantor or cause to be executed and delivered to Grantor all such proxies, powers of attorney, dividend and other orders, and all such instruments, without recourse, as Grantor may reasonably request for the purpose of enabling Grantor to exercise the rights and powers that they are entitled to exercise pursuant to this Section 4(e)(i)(B).

- (C) Unless and until an Event of Default has occurred and is continuing, Grantor shall be entitled to receive and retain any and all dividends and distributions on the Stock Collateral.
- (D) If any Event of Default shall have occurred, then so long as such Event of Default shall continue, and whether or not Grantee or any other Secured Party exercises any available right to declare any Secured Obligation due and payable or seeks or pursues any other relief or remedy available to it under applicable law or under this Security Agreement, the Secured Promissory Note or any other agreement relating to such Secured Obligation, all dividends and other distributions on the Stock Collateral shall be paid directly to Grantee and, if such dividends or distributions are paid in cash, immediately shall be applied to reduce the Secured Obligations outstanding and otherwise shall be retained by Grantee in a segregated account as part of the Stock Collateral, subject to the terms of this Security Agreement, and, if Grantee shall so request in writing, Grantor agrees to execute and deliver to Grantee appropriate additional dividend, distribution and other orders and documents to that end, provided that if such Event of Default is cured, any such dividend or distribution theretofore paid to Grantee shall, upon request of Grantor (except to the extent theretofore applied to the Secured Obligations), be returned by Grantee to Grantor.
- (ii) Intellectual Property. Notwithstanding anything contained herein to the contrary, Grantor will be permitted to exploit, use, enjoy, protect, license on a non-exclusive basis, sublicense, assign, sell, dispose of or take other actions with respect to the Intellectual Property in the ordinary course of the business of Grantor. In furtherance of the foregoing, upon the request of Grantor, execute and deliver any instruments, certificates or other documents, in the form so requested, to allow it to take any action permitted above. The exercise of rights and remedies under Section 4(e) by Grantee shall not terminate the rights of the holders of any licenses or sublicenses theretofore granted by Grantor in accordance with the first sentence of this clause (B).

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- (C) Grantor will furnish to Grantee from time to time (but, unless an Event of Default shall have occurred and be continuing, no more frequently than quarterly) statements and schedules further identifying and describing the Copyright Collateral, the Patent Collateral and the Trademark Collateral, respectively, and such other reports in connection with the Copyright Collateral, the Patent Collateral and the Trademark Collateral as Grantee may reasonably request, all in reasonable detail; and promptly upon request of Grantee, following receipt by Grantee of any statements, schedules or reports pursuant to this clause (C), modify this Security Agreement by amending Annexes 4, 5 and 6, as the case may be, to include any Copyright, Patent or Trademark that becomes part of the Collateral under this Security Agreement.
- (iii) Motor Vehicles.
- (A) Grantor shall deliver to Grantee originals of the certificates of title or ownership for the Motor Vehicles owned by it with Grantee listed as lienholder and take such other action as Grantee shall deem appropriate to perfect the security interest created hereunder in all such Motor Vehicles.
- (B) Without limiting the generality of the foregoing, upon the acquisition after the date hereof by Grantor of any Motor Vehicle, Grantor shall deliver to Grantee originals of the certificates of title or ownership for such Motor Vehicles, together with the manufacturer's statement of origin with Grantee listed as lienholder; provided, however, if the Motor Vehicle to be acquired is subject to a purchase money security interest, Grantee shall be listed as a junior lienholder to the Person holding such purchase money security interest.
- (C) Without limiting Section 4(j), Grantor hereby appoints Grantee as its attorney-in-fact, effective the date hereof and terminating upon the termination of this Security Agreement, for the purpose of (i) executing on behalf of Grantor title or ownership applications for filing with appropriate state agencies to enable Motor Vehicles now owned or hereafter acquired by Grantor to be retitled and Grantee listed as lienholder thereon, (ii) filing such applications with such state agencies and (iii) executing such other documents and instruments on behalf of, and taking such other action in the name of, Grantor as Grantee may deem necessary or advisable to accomplish the purposes hereof (including, without limitation, the purpose of creating in favor of Grantee a perfected lien on the Motor Vehicles and exercising the rights and remedies of Grantee under Section 4(j)). This appointment as attorney-in-fact is irrevocable and coupled with an interest.

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(D) Any certificates of title or ownership delivered pursuant to the terms hereof shall be accompanied by odometer statements for each Motor Vehicle covered thereby.

(c) Events of Default, Related Matters.

(i) During the period during which an Event of Default shall have occurred and be continuing:

- (A) Grantor shall, at the request of Grantee, assemble the Collateral owned by it at such place or places, reasonably convenient to both Grantee and Grantor, designated in its request;
- (B) Grantee may make any reasonable compromise or settlement deemed desirable with respect to any of the Collateral and may extend the time of payment, arrange for payment in installments, or otherwise modify the terms of, any of the Collateral;
- (C) Grantee shall have all of the rights and remedies with respect to the Collateral of a secured party under the UCC (whether or not said Code is in effect in the jurisdiction where the rights and remedies are asserted) and such additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted including, without limitation, the right, to the fullest extent permitted by applicable law, to exercise all voting, consensual and other powers of ownership pertaining to the Collateral as if Grantee were the sole and absolute owner thereof (and Grantor agrees to take all such action as may be appropriate to give effect to such right);
- (D) Grantee in its discretion may, in its name or in the name of Grantor or otherwise, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for any of the Collateral, but shall be under no obligation to do so; and
- (E) Grantee may, upon fourteen (14) days' prior written notice (or such longer period as may be required by applicable law) to Grantor of the time and place, with respect to the Collateral or any part thereof that shall then be or shall thereafter come into the possession, custody or control of Grantee or any of its agents, sell, lease, assign or otherwise dispose of all or any part of such Collateral, at such place or places as Grantee deems best, and for cash or for credit or for future delivery (without thereby assuming any credit risk), at public or private sale, upon such fourteen (14) days' prior written notice (or such longer period as may be

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required by applicable law), and Grantee or any other Secured Party or any other Person may be the purchaser, lessee, assignee or recipient of any or all of the Collateral so disposed of at any public sale (or, to the extent permitted by law, at any private sale) and thereafter hold the same absolutely, free from any claim or right of whatsoever kind, including any right or equity of redemption (statutory or otherwise), of Grantor, any such notice other than as expressly required hereby and any such right or equity being hereby expressly waived and released. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, the goodwill connected with and symbolized by the Trademark Collateral subject to such disposition shall be included, and Grantor shall supply to Grantee or its designee, for inclusion in such sale, assignment or other disposition, all Intellectual Property relating to such Trademark Collateral. Grantee 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 the sale, and such sale may be made at any time or place to which the sale may be so adjourned.

(ii) The Proceeds of each collection, sale or other disposition under this Section 4(e), including by virtue of the exercise of the license granted to Grantee in Section 4(d)(ii), shall be applied in accordance with Section 4(i).

(iii) Grantor recognizes that, by reason of certain prohibitions contained in the Securities Act of 1933, as amended, and applicable state securities laws, Grantee may be compelled, with respect to any sale of all or any part of the Collateral, to limit purchasers to those who will agree, among other things, to acquire the Collateral for their own account, for investment and not with a view to the distribution or resale thereof. Grantor acknowledges that any such private sales may be at prices and on terms less favorable to Grantee than those obtainable through a public sale without such restrictions, and, notwithstanding such circumstances, agree that any such private sale shall be deemed to have been made in a commercially reasonable manner and that Grantee shall have no obligation to engage in public sales and no obligation to delay the sale of any Collateral for the period of time necessary to permit the respective Issuer or issuer thereof to register it for public sale.

(f) Deficiency. If the proceeds of sale, collection or other realization of or upon the Collateral pursuant to Section 4(e) are insufficient to cover the costs and expenses of such realization and the payment in full of the Secured Obligations, Grantor shall remain liable for any deficiency.

(g) Locations; Names. Without at least 30 days' prior written notice to Grantee, Grantor shall not change its location (as defined in Section 9-307 of the UCC) or change its name from the name shown on the signature pages hereto. Annex 8 correctly specifies (i) the place of business of Grantor or, if Grantor had more than one place of

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business, the location of the chief executive office of Grantor, in each case during the period of four months ending on June 15, 2001 and (ii) each location where Goods of Grantor are located (other than Motor Vehicles constituting Equipment and Goods in transit).

(h) Private Sale. Grantee and the other Secured Parties shall incur no liability as a result of the sale of the Collateral, or any part thereof, at any private sale pursuant to Section 4(e) conducted in a commercially reasonable manner. Grantor hereby waives any claims against Grantee or any other Secured Party arising by reason of the fact that the price at which the Collateral may have been sold at a private sale pursuant to Section 4(3) conducted in a commercially reasonable manner was less than the price that might have been obtained at a public sale or was less than the aggregate amount of the Secured Obligations, even if Grantee accepts the first offer received and does not offer the Collateral to more than one offeree.

(i) Application of Proceeds. Except as otherwise herein expressly provided, the Proceeds of any collection, sale or other realization of all or any part of the Collateral pursuant hereto, and any other cash at the time held by Grantee under this Section 4, shall be applied by Grantee:

First, to the payment of the reasonable costs and expenses of such collection, sale or other realization, including reasonable out-of-pocket costs and expenses of Grantee and the reasonable fees and expenses of its agents and counsel, and all reasonable expenses incurred and advances made by Grantee in connection therewith;

Next, to the payment in full of the Secured Obligations; and

Finally, to the payment to Grantor, or its successors or assigns, or as a court of competent jurisdiction may direct, of any surplus then remaining.

(j) Attorney-in-Fact. Without limiting any rights or powers granted by this Security Agreement to Grantee while no Event of Default has occurred and is continuing, upon the occurrence and during the continuance of any Event of Default Grantee is hereby appointed the attorney-in-fact of Grantor for the purpose of carrying out the provisions of this Section 4 and taking any action and executing any instruments that Grantee may deem necessary or advisable to accomplish the purposes hereof, which appointment as attorney-in-fact is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, so long as Grantee shall be entitled under this Section 4 to make collections in respect of the Collateral, Grantee shall have the right and power to receive, endorse and collect all checks made payable to the order of Grantor representing any dividend, payment or other distribution in respect of the Collateral or any part thereof and to give full discharge for the same.

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(k) Perfection. Prior to or concurrently with the execution and delivery of this Security Agreement, Grantor shall (i) file such financing statements and other documents in such offices as Grantee may request to perfect the security interests granted by Section 1 of this Security Agreement, (ii) cause Grantee to be listed as the lienholder on all certificates of title or ownership relating to Motor Vehicles owned by Grantor and (iii) deliver to Grantee all certificates identified in Annex 1, accompanied by undated stock powers duly executed in blank. Without limiting the foregoing, Grantor consents that UCC financing statements may be filed describing the Collateral as "all assets" or "all personal property" of Grantor.

(l) Termination. When all Secured Obligations shall have been paid in full, this Security Agreement shall terminate, and Grantee shall forthwith cause to be assigned, transferred and delivered, against receipt but without any recourse, warranty or representation whatsoever, any remaining Collateral and money received in respect thereof, to or on the order of Grantor and to be released and canceled all licenses and rights referred to in Section 4(d)(ii). Grantee shall also execute and deliver to Grantor upon such termination such Uniform Commercial Code termination statements, certificates for terminating the Liens on the Motor Vehicles and such other documentation as shall be reasonably requested by Grantor to effect the termination and release of the Liens on the Collateral.

(m) Further Assurances. Grantor agrees that, from time to time upon the written request of Grantee, Grantor will execute and deliver such further documents and do such other acts and things as Grantee may reasonably request in order fully to effect the purposes of this Security Agreement.

(n) Release of Motor Vehicles. So long as no Event of Default shall have occurred and be continuing, upon the request of Grantor, Grantee shall execute and deliver to Grantor such instruments as Grantor shall reasonably request to remove the notation of Grantee as lienholder on any certificate of title for any Motor Vehicle; provided that any such instruments shall be delivered, and the release effective only upon receipt by Grantee of a certificate from Grantor stating that the Motor Vehicle the lien on which is to be released is to be sold or has suffered a casualty loss (with title thereto passing to the casualty insurance company therefor in settlement of the claim for such loss).

5. Definitions. Capitalized terms not otherwise defined herein shall have the respective meanings assigned to them in the Secured Promissory Note. Terms used herein that are not defined herein or in the Secured Promissory Note shall have the respective meanings assigned to them in the Uniform Commercial Code (as such term is defined below). In addition, as used herein, the following terms shall have the following respective meanings:

"Accounts" has the meaning assigned to such term in Section 9-102(a)(2) of the UCC.

"Chattel Paper" has the meaning assigned to such term in Section 9-102(a)(11) of the UCC.

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"Collateral" has the meaning assigned to such term in Section 3.

"Copyright Collateral" means all Copyrights, whether now owned or hereafter acquired by Grantor, including, without limitation, each Copyright identified in Annex 4, as the same may be modified as required by Section 4(a)(i) hereof.

"Copyrights" means all copyrights, copyright registrations and applications for copyright registrations, including, without limitation, all renewals and extensions thereof, the right to recover for all past, present and future infringements thereof, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

"Deposit Account" has the meaning assigned to such term in Section 9-102(a)(29) of the UCC.

"Document" has the meaning assigned to such term in Section 9-102(a)(30) of the UCC.

"Equipment" has the meaning assigned to such term in Section 9-102(a)(33) of the UCC.

"Fixtures" has the meaning assigned to such term in Section 9-102(a)(41) of the UCC.

"General Intangible" has the meaning assigned to such term in Section 9-102(a)(42) of the UCC.

"Goods" has the meaning assigned to such term in Section 9-102(a)(44) of the UCC.

"Instruments" has the meaning assigned to such term in Section 9-102(a)(47) of the UCC.

"Intellectual Property" means, collectively, all Copyright Collateral, all Patent Collateral and all Trademark Collateral, together with (a) all inventions, processes, production methods, proprietary information, know-how and trade secrets; (b) all licenses or user or other agreements granted to Grantor with respect to any of the foregoing, in each case whether now or hereafter owned or used including, without limitation, the licenses or other agreements with respect to the Copyright Collateral, the Patent Collateral or the Trademark Collateral; (c) all information, customer lists, identification of suppliers, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs; (d) all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured; (e) all accounting information and all media in which or on which any information or knowledge or data or records may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data; (f) all licenses, consents, permits, variances, certifications and approvals of governmental agencies now or hereafter held by Grantor; and (g) all causes of action, claims and warranties now or hereafter owned or acquired by Grantor in respect of any of the items listed above.

"Inventory" has the meaning assigned to such term in Section 9-102(a)(48) of the UCC.

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"Investment Property" has the meaning assigned to such term in Section 9-102(a)(49) of the UCC.

"Issuers" means, collectively, (a) the respective corporations, partnerships or other entities identified in Annex 3 under the caption "Issuer" and (b) any other entity that shall at any time be a subsidiary of Grantor.

"Letter-of-Credit Right" has the meaning assigned to such term in Section 9-102(a)(51) of the UCC.

"Motor Vehicles" means motor vehicles, tractors, trailers and other like property, whether or not the title thereto is governed by a certificate of title or ownership.

"Patent Collateral" means all Patents, whether now owned or hereafter acquired by Grantor, including, without limitation, each Patent identified in Annex 5, as the same may be modified as required by Section 4(a)(i) hereof.

"Patents" means all patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein together with the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world.

"Payment Intangible" has the meaning assigned to such term in Section 9-102(a)(61) of the UCC.

"Permitted Liens" means (i) Liens granted under this Security Agreement; (ii) government Liens, including Liens for taxes not yet due or which are being contested in good faith and by appropriate proceedings; (iii) the Existing Liens; and (iii) statutory Liens in connection with workers' compensation, unemployment insurance and other social security legislation.

"Pledged Stock" has the meaning assigned to such term in Section 1(k).

"Proceeds" has the meaning assigned to such term in Section 9-102(a)(64) of the UCC.

"Secured Obligations" has the meaning assigned to such term in Section 2.

"Stock Collateral" means, collectively, the Collateral described in Section 1(k) and the proceeds of and to any such property and, to the extent related to any such property or such proceeds, all books, correspondence, credit files, records, invoices and other papers.

"Trademark Collateral" means all Trademarks, whether now owned or hereafter acquired by Grantor, including, without limitation, each Trademark identified in Annex 6, as the same may be modified as required by Section 4(a)(i) hereof. Notwithstanding the foregoing, the Trademark Collateral does not and shall not include any Trademark that would be rendered

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invalid, abandoned, void or unenforceable by reason of its being included as part of the Trademark Collateral.

"Trademarks" means all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, including, without limitation, all renewals of trademark and service mark registrations, all rights corresponding thereto throughout the world, the right to recover for all past, present and future infringements thereof, all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark and service mark.

"UCC" shall mean the Uniform Commercial Code as in effect from time to time in the State of California.

6. Waiver. No failure on the part of Grantee to exercise and no delay in exercising, and no course of dealing with respect to, any right, power or privilege under this Security Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Security Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

7. Notices. All notices and other communications in respect of this Security Agreement (including, without limitation, any modifications of, or requests, waivers or consents under, this Security Agreement) shall be given or made in writing (including, without limitation, by telecopy) (a) in the case of Grantor, at the "Address for Notices" specified below its name on the signature pages hereof and (b) in the case of Grantee, at Grantee's Address; or, as to either Grantor or Grantee, at such other address as shall be designated by such party in a notice to the other party. Except as otherwise provided in this Security Agreement, all such communications shall be deemed to have been duly given when transmitted by telecopier or personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as aforesaid.

8. Amendments; Successors; Assignments. This Security Agreement is an amendment and restatement of the Security Agreement between Grantor and Grantee dated June 20, 2001 (the "Original Security Agreement"), which Original Security Agreement is superceded in its entirety hereby. This Security Agreement may not be amended except by an instrument in writing signed by each of Grantor and Grantee. This Security Agreement shall be binding upon Grantor and inure to the benefit of Grantee and their respective successors and permitted assigns. Grantor shall not assign any of its rights or obligations under this Security Agreement without the prior consent of Grantee. Grantee may at any time and from time to time, with the consent of Grantor, assign all or any portion of its rights under this Security Agreement to one or more Persons, and, upon Grantee giving notice of such assignment to Grantor specifying the interest hereunder being assigned and the Person to which such interest is being assigned, each reference herein to Grantee shall (solely in respect of the interest so assigned) constitute a reference to such assignee (as if such assignee were named herein) rather than Grantee. Grantee shall be entitled to have this Security Agreement subdivided, by exchange of this Security Agreement for promissory notes of lesser denominations or otherwise, to the extent necessary to reflect any such assignment.

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9. Governing Law; Submission to Jurisdiction; Venue. This Security Agreement shall be governed by, and construed in accordance with, the law of the State of California. Grantor hereby submits to the nonexclusive jurisdiction of the United States District Court for the Southern District of California and of any California State court sitting in San Diego County for the purposes of all legal proceedings arising out of or relating to this Security Agreement or the transactions contemplated hereby. Grantor irrevocably waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

10. Waiver of Jury Trial. EACH OF GRANTOR AND GRANTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

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IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered as of the day and year first above written.

WIRELESS KNOWLEDGE, INC.

By: 
Name: Eric V. Schultz
Title: Chief Executive Officer

Address for Notices:
5012 Wateridge Vista Drive
P.O. Box 919095
San Diego, California 92191-9095
Attention: Chief Financial Officer
Telephone No.: 858-882-6400
Telecopier No.: 858-882-6537

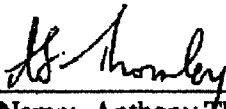
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QUALCOMM INCORPORATED,
on behalf of itself and the other Secured Parties

By: 

Name: Anthony Thornley

Title: Executive Vice President and Chief
Financial Officer

Address for Notices:

5775 Morehouse Drive

San Diego, California 92121-1714

Attention: General Counsel

Telephone: 858-651-2424

Telecopy: 858-658-2503

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ANNEX I

NAME

<u>Former Name</u>	<u>Current Name</u>	<u>Type of Organization</u>	<u>Location of Chief Executive Office</u>	<u>Mailing Address</u>
Wireless Knowledge, LLC	Wireless Knowledge, Inc.	Delaware C Corp.	San Diego, CA 92121	5012 Wateridge Vista Dr. PO Box 919095 San Diego, CA 92191-9095

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ANNEX 2

NEW DEBTOR EVENTS

<u>Description of Event</u>	<u>Date of Event</u>
Increase Furniture Lease in the amount of \$38,473.64 with Heller Financial Services	3/16/2001

Annex 2 Security Agreement

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ANNEX 3

PLEDGED STOCK

<u>Issuer</u>	<u>Certificate Nos.</u>	<u>Registered Owner</u>	<u>Number of Shares</u>
Wireless Knowledge UK Pvt. Ltd.	One	Wireless Knowledge, Inc.	100% of the outstanding common equity interests

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ANNEX 4

**LIST OF COPYRIGHTS, COPYRIGHT REGISTRATIONS AND
APPLICATIONS FOR COPYRIGHT REGISTRATIONS**

Wireless Knowledge has not filed any copyright registrations to date. Under Federal statutory law, copyrights in the United States are effective once original creative works are fixed in a tangible medium of expression, and registration with the United States Copyright Office affects neither the starting date nor the duration of the copyright. Wireless Knowledge will continue to evaluate registration for existing copyrighted works and future copyrightable works as created.

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ANNEX 5

LIST OF PATENTS AND PATENT APPLICATIONS**PENDING PATENT APPLICATIONS (8 U.S., 2 PCT)****1) SECURE REMOTE ACCESS TO ENTERPRISE NETWORKS**

Randy Salo
Chris Van Hamersveld
Barry K. Shelton, P.E.

Filed: November 10, 1999
Application: 09/438,817
Assignee: Wireless Knowledge

A system for permitting a subscriber to access subscriber information from a remote enterprise network in real-time is presented. The system includes a remote access device with browser capabilities for inputting requests to access the subscriber information. The remote access device communicates with a data center across the data network, and the data center processes the requests to access the subscriber information and renders the requested subscriber information on the remote access device.

2) SECURE REMOTE ACCESS TO ENTERPRISE NETWORKS EMPLOYING ENTERPRISE GATEWAY SERVERS

Randy Salo
Chris Van Hamersveld
Barry K. Shelton, P.E.
Larry Herbinaux
D. Brian Deacon
Kenneth Eugene Fayal, Jr.

Filed: November 10, 1999
Application: 09/436,661
Assignee: Wireless Knowledge

A computer system includes an enterprise gateway server and a remote gateway server connected via a data network, such as the Internet, that is relatively inefficient compared to typical private networks. The remote gateway server interfaces the enterprise gateway server to

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corporate messaging and collaboration data stored locally relative to the remote gateway server. The enterprise gateway server converts multiple data requests for the messaging and collaboration data into a single higher level data request that is transmitted across the data network.

3) ENTERPRISE NETWORK ARCHITECTURE

Randy Salo
Chris Van Hamersveld
Barry K. Shelton, P.E.
Larry Herbinaux
D. Brian Deacon

Filed: November 10, 1999
Application: 09/438,033
Assignee: Wireless Knowledge

An enterprise network includes a messaging server that stores messaging and collaboration data such as data related to email, calendar, and contact applications. The enterprise network additionally includes a gateway server that couples the messaging server to remote devices that transfer data retrieval requests from the messaging server through an intermediary computer system. The intermediary computer system may selectively couple the remote devices with the enterprise network associated with the remote devices.

4) SYSTEM AND METHOD FOR DETERMINING REMOTE ACCESS DEVICE USED TO ACCESS ENTERPRISE NETWORK DATA

Randy Salo
Chris Van Hamersveld

Filed: November 10, 1999
Application No.: 09/438,820
Assignee: Wireless Knowledge

The system includes receiving a Hypertext Transfer Protocol (HTTP) request from a remote access device to access desired subscriber information. The system analyzes the header information of the request and identifies the particular type of remote access device from a predetermined plurality of remote access devices, based on the analyzed header information.

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5) DATA TRANSMISSION ARCHITECTURE FOR SECURE REMOTE ACCESS TO ENTERPRISE

Randy Salo
Chris Van Hamersveld
Barry K. Shelton, P.E.
Larry Herbinaux
D. Brian Deacon

Filed: November 10, 1999
Application: 09/438,818
Assignee: Wireless Knowledge

A computer-implemented method includes an enterprise gateway server and a remote gateway server connected via a data network, such as the Internet, that is relatively inefficient compared to typical private networks. The remote gateway server interfaces the enterprise gateway server to corporate messaging and collaboration data stored locally relative to the remote gateway server. The enterprise gateway server converts multiple data requests for the messaging and collaboration data into a single higher level data request that is transmitted across the data network.

6) USER INTERFACE FOR USE WITH SECURE REMOTE ACCESS TO ENTERPRISE NETWORKS

Randy Salo
Larry Herbinaux
Teddy D. Lindsey

Filed: November 10, 1999
Application: 09/438,816
Assignee: Wireless Knowledge

A system and method for providing secure access to information maintained on an enterprise network and an arrangement for efficient customization of the user interface with the system based on user and enterprise preferences is provided. Depending on the look desired by the enterprise and the preferences entered by the user, the user experiences a different visual presence depending on the type of device accessing desired information.

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7) APPLICATION GATEWAY SYSTEM [WORKSTYLE]

Randy Salo
Chris van Hamersveld
Barry K. Shelton, P.E.
Teddy Lindsey
Larry Herbinaux
Lee Inness-Brown
Jeff Martyn

Filed: April 3, 2000
Application: 09/541,173
Assignee: Wireless Knowledge
Foreign Filing: PCT Application filed April 3, 2001, PCT/US01/10900

A system for permitting a subscriber to access subscriber information from a remote enterprise network in real-time is presented. The system includes a remote access device with browser capabilities for inputting requests to access the subscriber information. The remote access device communicates with an enterprise network, and the enterprise network rapidly and efficiently processes the requests to access the subscriber information and renders the requested subscriber information on the remote access device. The enterprise network includes a navigation module, a rendering module, a session module, a data access module, and an authentication module for efficiently retrieving user/subscriber data, such as mail, contact, or other user specific data and compiling and sending browser specific data to the input device.

8) SOFTWARE LICENSING SYSTEM [WORKSTYLE LICENSING]

Dan F. Fontanesi
Chris Kavas
Randy Salo
Barry Shelton, P.E.

Filed: April 3, 2000
Application: 09/541,749
Assignee: Wireless Knowledge
Foreign Filing: PCT Application filed April 3, 2001

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A system for enterprises to efficiently comply with software licensing requirements through a distributed software licensing architecture is presented. The distributed software licensing system includes at least one license server to receive and process licensing requests from enterprise servers or computers executing various software applications that are subject to licenses. The licensing system enforces licensed usage of software within the enterprise while maximizing efficient allocation and distribution of software licenses.

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ANNEX 6

**LIST OF TRADE NAMES, TRADEMARKS, SERVICES MARKS,
TRADEMARK AND SERVICE MARK REGISTRATIONS AND
APPLICATIONS FOR TRADEMARK AND SERVICE MARK REGISTRATIONS****U.S. Trademarks****Pending U.S. Trademark Applications (5 U.S., 2 EC)**

Mark: **WIRELESS KNOWLEDGE**
Filed: December 3, 1998
Class: 38
Application: 75/599,151
Status: Notice of Allowance granted October 17, 2000, filed Request for Extension of Time April 13, 2001

Mark: **WORKSTYLE**
Filing: October 13, 2000
Class: 9
Application: 76/146,180
Status: Filed in U.S., filed European Community application April 13, 2001

Mark: **WIRELESS KNOWLEDGE AND DESIGN**
Filing: November 10, 2000
Classes: 9/41/42
Application: 76/163177
Status: Filed in U.S., Examiner's Amendment entered March 12, 2001

Mark: **ANYSTYLE**
Est. Filing: November 28, 2000
Class: 9
Application: 76/171971
Status: Filed in U.S., filed European Community application May 25, 2001

Mark: **ECHO**
Est. Filing: March 8, 2001
Class: 9
Application: 76/222,834
Status: Filed in U.S., Examiner's Rejection entered May 25, 2001

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Registered U.S. Trademarks (2)

Mark: WIRELESS KNOWLEDGE LOGO
Registered: April 25, 2000 (Principal Register)
Number: 2,345,174

Mark: WIRELESS KNOWLEDGE
Registered: May 8, 2001 (Principal Register)
Number: 2,449,743

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Foreign Trademarks

Mark: WORKSTYLE
Filing: October 13, 2000
Class: 9
Application: 76/146,180
Status: Filed in U.S., filed European Community application April 13, 2001

Mark: ANYSTYLE
Est. Filing: November 28, 2000
Class: 9
Application: 76/171971
Status: Filed in U.S., filed European Community application May 25, 2001

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ANNEX 7

INFRINGEMENT CLAIMS

None.

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ANNEX 8

LIST OF LOCATIONS

WIRELESS KNOWLEDGE, INC.

Office Locations

As of October 31, 2001

Wireless Knowledge, Inc.

330 Madison Avenue, 9th Floor

New York, NY 10017

Wireless Knowledge, Inc.

8201 164th Avenue NE

Redmond, WA 98052

Wireless Knowledge, Inc.

5012 Wateridge Vista Drive

San Diego, CA 92121

Wireless Knowledge United Kingdom Pvt Limited

Aston Court, Kingsmead Business Park, Frederick Place

High Wycombe

Buckinghamshire, HP11 1LA

United Kingdom

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