

02-25-2002



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HEET

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

1. Name of conveying party(ies): GITWIT, Inc. Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): Name: Silicon Valley Bank Internal Address: HA155
	Street Address: 3003 Tasman Drive City: Santa Clara State: CA ZIP: 95054
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____	Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Execution Date: 10-19-01	

4. Application number(s) or trademark number(s):
If this document is being filed together with a new application, the execution date of the application is: _____

A. Trademark Application No.(s) 76/298,586 ; 76/269,301	B. Trademark No.(s)
76/298,587 ; 76/318,542	
76/298,589 ; 76/318,543	
76/298,588 ; 76/108,722	
76/268,990 ; 76/108,723	
76/269,465 ; 76/108,747	

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Silicon Valley Bank Internal Address: Loan Documentation HA155 Street Address: 3003 Tasman Dr. City: Santa Clara State: Ca ZIP: 95054	6. Total number of applications and trademark involved: 12 7. Total fee (37 CFR 3.41):\$ 315.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)
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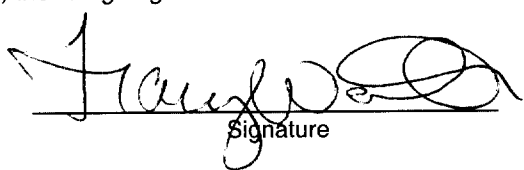
02/22/2002 LHMJELLER 00000247 76298586

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 275.00 OP

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.

Tracy Walton
Name of Person Signing


Signature

11-1-01
Date

Total number of pages comprising cover sheet: **9**

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 19, 2001 by and between SILICON VALLEY BANK ("Bank") and GITWIT, Inc. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated October 19, 2001 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

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


Address of Grantor:

550 Kirkland Way, Floor 1
Kirkland, WA 98033

Attn: President

GRANTOR:

GITWIT, Inc.

By: 
Title: Chief Operating Officer

Address of Bank:

4110 Carillon Point
Kirkland, WA 98033

Attn: Derek Skeward

BANK:

SILICON VALLEY BANK

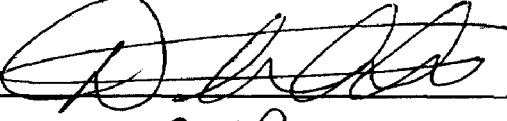
By: 
Title: SVP

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE FILED

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

see attached

GITWiT, Inc.
Filed Patents

Matter no	Title	Date filed	Serial no
10.112C	Personalization of phone with jewelry holder	8/17/2001	09/932,154
10.112P	Provisional for jewelry holder and design patent	5/17/2001	60/292,123
10.114P	WAYD - Automated exchange of status data	9/26/2001	
10.105	Phone covering with keys.	7/17/2001	09/908,213
10.106P	Bitmap herd meter		
10.070	A WIRELESS MOBILE PHONE WITH INVERTED PLACEMENT OF ANTENNA AND INPUT KEYPAD	1/22/2001	09/767,526
10.071	A WIRELESS MOBILE PHONE WITH MORSE CODE AND RELATED CAPABILITIES	1/22/2001	09/767,587
10.073	A WIRELESS MOBILE PHONE WITH KEY STROKING BASED INPUT FACILITIES	1/22/2001	09/767,197
10.075	Air text	7/17/2001	09/908,118
10.076	PAGER-TEXT-MORSE CODE VIBRATION	3/26/2001	09/817,732
10.080P	Multi-color LEDs/Visualizer on phone keys	8/17/2001	60/313,247
10.081	3ed - Sequence phone letters by frequency	8/31/2001	
10.089D	Design patent for phone	8/20/2001	29/147,008
10.090D	Design patent(s) for phone skin	8/20/2001	29/147,033
10.122D	Emoticon key :*)	7/31/2001	29/145,952
10.123D	Emoticon key ;*)	7/31/2001	29/145,878
10.124D	Emoticon key	8/10/2001	29/146,565
10.125D	Emoticon key	8/10/2001	29/146,502
10.126D	Emoticon key	8/10/2001	29/146,501
10.127D	Emoticon key	8/10/2001	29/146,500
10.128D	Emoticon key	8/13/2001	29/146,669
10.129D	Emoticon key	8/13/2001	29/146,672
10.130D	Emoticon key	8/13/2001	29/146,673
10.131D	Emoticon key	8/13/2001	29/146,670
10.132D	Emoticon key	8/16/2001	29/146,887
10.133D	Emoticon key	8/16/2001	29/146,883
10.134D	Emoticon key	8/16/2001	29/146,879
10.135D	Emoticon key	8/16/2001	29/146,884
10.136D	Emoticon key	8/16/2001	29/146,886
10.139D	Trapezoidal center button	8/20/2001	29/147,034
10.140	Snap-on wrap-around skin	8/20/2001	09/933,858
10.141D	Emoticon key	8/16/2001	29/146,885
10.142D	Emoticon key	8/16/2001	29/146,882
10.143	Dedicated symbol (emoticon) key	8/17/2001	09/932,592
10.074P	Active skin provisional	7/17/2001	60/306,326
10.152D	Curved shape of phone	8/20/2001	29/147,027

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

see attached

GITWiT, Inc. Trademarks

Trademark	Registration/Application Number	Registration/Application Date
		-
Airtext	76/298,586 76/298,587 76/298,589 76/298,588	August 13, 2001 August 13, 2001 August 13, 2001 August 13, 2001
GITWiT (name)	76/268,990	June 7, 2001
GITWiT logo	76/269,465	June 7, 2001
“GITWiT Guy” (Miscellaneous design)	76/269,301	June 7, 2001
Smart Skin	76/318,542 76/318,543	September 26, 2001 September 26, 2001
Cell Cash*	76/108,722	August 14, 2000
Your Leash on the Universe*	76/108,723	August 14, 2000
There is a Message in Everything*	76/108,747	August 14, 2000

*pending status from Trademark and Patent Counselors

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE FILED