

05-15-2002

FORM PTO-1594  
(Rev 5-93)



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissione.

102089758

d original documents or copy thereof.

1. Name of conveying party(ies): **Wireless Online, Inc.**  
 Individual(s) citizenship:  
 Association:  
 General Partnership:  
 Limited Partnership:  
 Corporation - State: California  
 Other:  
 Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
 Name: **August Capital, L.P.**  
 Address: 2480 Sand Hill Road, Suite 101  
 City: Menlo Park State: CA Zip: 94025  
 Individual(s) citizenship:  
 Association:  
 General Partnership:  
 Limited Partnership: California  
 Corporation - State:  
 Other:

3. Nature of Conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 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

Execution Date: **April 26, 2002**

4. Application number(s) or trademark number(s):  
**SERFIT: 76/138175 (filed 9/28/00)**  
**W & Design: 76/119662 (filed 8/29/00)**  
**W Wireless Online & Design: 76/119663 (filed 8/29/00)**  
**Wireless Online: 76/123644 (filed 9/6/00)**

B. Trademark Registration No.(s)  
**2506879**  
**2506880**

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Katherine Blum  
 Internal Address: c/o Gunderson Dettmer, 155 Constitution Drive,  
 Menlo Park, CA 94025

6 Total number of applications and registrations involved: **6**

7. Total fee (37 CFR 3.41) . . . . . \$ **165.00**  
 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.

Katherine Blum  
Name of Person Signing

Signature

May 10, 2002  
Date

Total number of pages comprising cover sheet: [13]

Mail Documents to be recorded with required cover sheet information to:

U.S. Patent and Trademark Office, Office of Public Records  
1213 Jefferson Davis Highway, 3rd Floor  
Arlington, VA 22202

05/16/2002 6TON11 00000071 76138175

01 FC:481 40.00 OP  
02 FC:482 125.00 OP

Name and address of additional receiving party(ies):

Name: **Focus Ventures II, L.P.**  
Address: 525 University Ave.  
City: Palo Alto State: CA Zip: 94301

Individual(s) citizenship:  
Association:  
General Partnership:  
Limited Partnership: California  
Corporation - State:  
Other:

Name: **FV Investors II QP, L.P.**  
Address: 525 University Ave.  
City: Palo Alto State: CA Zip: 94301

Individual(s) citizenship:  
Association:  
General Partnership:  
Limited Partnership: California  
Corporation - State:  
Other:

Name: **FV Investors II A, L.P.**  
Address: 525 University Ave.  
City: Palo Alto State: CA Zip: 94301

Individual(s) citizenship:  
Association:  
General Partnership:  
Limited Partnership: California  
Corporation - State:  
Other:

Name: **Mayfield Associates Fund III**  
Address: 2800 Sand Hill Road, Suite 250  
City: Menlo Park State: CA Zip: 94025

Individual(s) citizenship:  
Association:  
General Partnership:  
Limited Partnership: California  
Corporation - State:  
Other:

Name: **Mayfield VIII**  
Address: 2800 Sand Hill Road, Suite 250  
City: Menlo Park State: CA Zip: 94025

Individual(s) citizenship:  
Association:  
General Partnership:  
Limited Partnership: California  
Corporation - State:  
Other:

Name: **Aspen Ventures III, L.P.**  
Address: 14395 Saratoga Ave., Suite 130  
City: Saratoga State: CA Zip: 95070

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership: California

Corporation - State:

Other:

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 26, 2002 by and between Wireless Online, Inc. (the "Company") and certain purchasers (collectively the "Purchasers" and individually a "Purchaser") of convertible secured subordinated promissory notes (the "Notes") who are signatories hereto.

## RECITALS

A. Purchaser has agreed to make certain advances of money and to extend certain financial accommodations to the Company (the "Loans") in connection with the Company's issuance of the Notes in the amounts and manner set forth in that certain Note Purchase and Security Agreement by and between the Purchasers and the Company and the other parties named therein dated of April 12, 2002 (the "Purchase Agreement"; capitalized terms used herein are used as defined in the Purchase Agreement). Purchaser is willing to make the Loans to the Company, but only upon the condition, among others, that the Company shall grant to Purchaser a security interest in certain copyrights, trademarks and patents to secure the obligations of the Company under the Purchase Agreement.

B. Pursuant to the terms of the Purchase Agreement, the Company has granted to Purchaser a security interest in all of the Company's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the collateral listed on Exhibit C thereto.

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 Purchase Agreement, the Company hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

To secure its obligations under the Purchase Agreement and the Notes, the Company grants and pledges to Purchasers a security interest in all of the Company's right, title and interest in, to and under its intellectual property collateral (including without limitation those copyrights, patents and trademarks listed 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.

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

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

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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.

WIRELESS ONLINE, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

SAFEGUARD 2000 CAPITAL L.P.

By: \_\_\_\_\_

Title: \_\_\_\_\_

MAYFIELD VIII

By: \_\_\_\_\_

Title: \_\_\_\_\_

REDLEAF VENTURE I, L.P.

By: \_\_\_\_\_

Title: \_\_\_\_\_

August Capital, L.P. for itself and as nominee  
For August Capital Strategic Partners, L.P. and  
For August Capital Associates, L.P.  
By: August Capital Management, L.L.C.,  
its general partner

By:   
Member

FOCUS VENTURES

By: \_\_\_\_\_

Title: \_\_\_\_\_

MAYFIELD ASSOCIATES FUND III

By: \_\_\_\_\_

Title: \_\_\_\_\_

REDLEAF ASSOCIATES I, L.P.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

WIRELESS ONLINE, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

FOCUS VENTURES II, L.P.  
FV Investors II QP, L.P.  
FV Investors II A, L.P.

By:  \_\_\_\_\_  
James H. Bosticher  
General Partner of the General Partner

Title: \_\_\_\_\_

MAYFIELD VIII

By: Mayfield VIII Management, L.L.C. ,  
Its general partner

By: \_\_\_\_\_

Title: \_\_\_\_\_

AUGUST CAPITAL, L.P., for itself and as  
nominee For August Capital Strategic Partners,  
L.P. and For August Capital Associates, L.P.  
By: August Capital Management, L.L.C., its  
general partner

By: \_\_\_\_\_

Title: \_\_\_\_\_

MAYFIELD ASSOCIATES FUND III

By: Mayfield VIII Management, L.L.C.,  
Its general partner

By: \_\_\_\_\_

Title: \_\_\_\_\_

ASPEN VENTURES III, L.P.  
Series B  
Redleaf Aspen Fund

By: \_\_\_\_\_

Title: \_\_\_\_\_

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.

WIRELESS ONLINE, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

AUGUST CAPITAL, L.P., for itself and as nominee For August Capital Strategic Partners, L.P. and For August Capital Associates, L.P.  
By: August Capital Management, L.L.C., its general partner

By: \_\_\_\_\_

Title: \_\_\_\_\_

FOCUS VENTURES II, L.P.  
FV Investors II QP, L.P.  
FV Investors II A, L.P.

By: \_\_\_\_\_

Title: \_\_\_\_\_

MAYFIELD ASSOCIATES FUND III

By: Mayfield VIII Management, L.L.C., its general partner

By: Ken C. Jr.

Title: Managing Director

MAYFIELD VIII

By: Mayfield VIII Management, L.L.C., its general partner

By: Ken C. Jr.

Title: Managing Director

ASPEN VENTURES III, L.P.  
Series B  
Redleaf Aspen Fund

By: \_\_\_\_\_

Title: \_\_\_\_\_



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.

WIRELESS ONLINE, INC.

AUGUST CAPITAL, L.P., for itself and as nominee For August Capital Strategic Partners, L.P. and For August Capital Associates, L.P.  
By: August Capital Management, L.L.C., its general partner

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

FOCUS VENTURES II, L.P.  
FV Investors II QP, L.P.  
FV Investors II A, L.P.

MAYFIELD ASSOCIATES FUND III

By: Mayfield VIII Management, L.L.C.,  
Its general partner

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

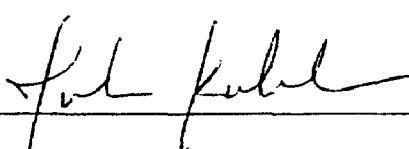
Title: \_\_\_\_\_

MAYFIELD VIII

ASPEN VENTURES III, L.P.  
Series B  
Redleaf Aspen Fund

By: Mayfield VIII Management, L.L.C. ,  
Its general partner

By: \_\_\_\_\_

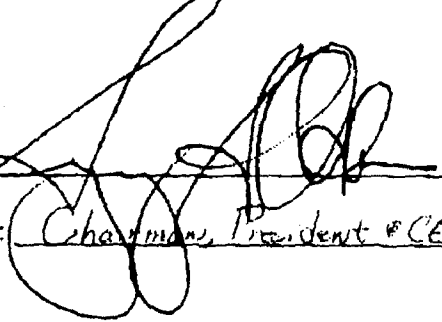
By:  \_\_\_\_\_

Title: \_\_\_\_\_

Title: MANAGING MEMBER

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.

WIRELESS ONLINE, INC.

By:   
Title: Chairman, President & CEO

FOCUS VENTURES II, L.P.  
FV Investors II QP, L.P.  
FV Investors II A, L.P.

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

AUGUST CAPITAL, L.P., for itself and as nominee For August Capital Strategic Partners, L.P. and For August Capital Associates, L.P.  
By: August Capital Management, L.L.C., its general partner

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

MAYFIELD ASSOCIATES FUND III

By: Mayfield VIII Management, L.L.C., its general partner

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

MAYFIELD VIII

By: Mayfield VIII Management, L.L.C., its general partner

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

ASPEN VENTURES III, L.P.  
Series B  
Redleaf Aspen Fund

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

**EXHIBIT A**

Copyrights

Description

Registration  
Number

Registration  
Date

**EXHIBIT B**

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Method and System for Detecting Signals	09/528458	3/17/00
Method and System for Reducing Cell Interference	09/907149	7/16/01
Method and System for Calibrating Antenna Towers to Reduce Cell Interference	09/907143	7/16/01
Transmitting and Receiving Signals in a Multiple Antenna System	10/006057	12/06/01

**EXHIBIT C**

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CLEARBEAM	2506879	11/13/01
POINTBEAM	2506880	11/13/01
SERFIT	76/138175	9/28/00
W & Design	76/119662	8/29/00
W Wireless Online & Design	76/119663	8/29/00
Wireless Online	76/123644	9/6/00