

12-11-2002

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2)  
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IEET U.S. DEPARTMENT OF COMMERCE  
-Y U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):  
Spontaneous Technology, Inc.  
  
 Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State a Nevada corporation  
 Other \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_  
Execution Date: October 31, 2002

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
76/178,695  
Additional number(s) attached  Yes  No

2. Name and address of receiving party(ies)  
Name: Smart Technology Ventures III SBIC, L.P.  
Internal Address: none  
Street Address: 1801 Century Park West, 5th Floor  
City: Los Angeles State: CA Zip: 90067  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership Delaware  
 Corporation-State \_\_\_\_\_  
 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

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Ryan Azlein, Esq.  
Internal Address: \_\_\_\_\_  
c/o Akin Gump Strauss Hauer & Feld LLP  
Street Address: 2029 Century Park East  
Suite 2400  
City: Los Angeles State: CA Zip: 90067

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:  
20-0052  
(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.*  
Daniel F. Plucinski [Signature] October 31, 2002  
Name of Person Signing      Signature      Date  
Christine E. Wilson      [Signature]      7  
Total number of pages including cover sheet, attachments, and document: 7

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

12/10/2002 LMUELLER 00000172 200052 76178695

01 FC:8521 40.00 CH  
02 FC:8522 150.00 CH

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**ITEM #1 CONTINUED**

**Name of Conveying Party(ies)**

Name: Talk2 Technology, Inc., a Nevada corporation  
Internal Address: none  
Street Address: 5 Triad Center, Suite 600  
City: Salt Lake City  
State: UT  
Zip: 84180

**ITEM #2 CONTINUED**

**Name and Address of Receiving Parties**

Name: SunAmerica Investments, Inc., a Georgia corporation  
Internal Address: none  
Street Address: 1 SunAmerica Center, 37th Floor  
City: Los Angeles  
State: CA  
Zip: 90067

Name: SunAmerica Venture Fund 2000, L.P., a Delaware limited partnership  
Internal Address: none  
Street Address: 1 SunAmerica Center, 37th Floor  
City: Los Angeles  
State: CA  
Zip: 90067

Name: Dominion Fund V, L.P., a Delaware Limited Partnership  
Internal Address: none  
Street Address: 1656 North California Boulevard, Suite 300  
City: Walnut Creek  
State: CA  
Zip: 94596

Schedule 1  
 To Trademark Security Agreement  
 SPONTANEOUS TECHNOLOGY, INC.  
 TRADEMARKS

<u>Case No.</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Title</u>	<u>Status</u>
14999.4	76/178,695	12/06/00	“WWW	Allowed 5/7/02 - Statement of Use or Request for Extension of Time due 11/7/02
14999.6	76/182,177	12/06/00	#WWW	Allowed 5/28/02; Statement of Use or Request for Extension of Time due 11/28/02
14999.15	75/733,645	06/22/99	TALK2 and Design	Allowed 4/2/02; Statement of Use or Request for Extension of Time due 04/2/03
14999.20	76/178,692	12/06/00	WHISPER COACH	Allowed 4/30/02; Statement of Use or Request for Extension of Time due 10/30/02
14999.23	76,091,468	07/18/00	CHOOSIT	Allowed 5/14/02; Statement of Use or Request for Extension of Time due 11/14/02
14999.27	76/214,574	02/22/01	VIPRNET	Response filed 1/2/02; Petition to Revive filed 7/3/02 (PTO error)
14999.29	76/214,406	02/22/01	SVPN	Allowed 8/27/02; Statement of Use or Request for Extension of Time due 02/27/03

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "*Agreement*") is dated as of October 31, 2002 from Spontaneous Technology, Inc., a Nevada corporation formerly known as Talk2 Technology ("*Debtor*") to Smart Technology Ventures III SBIC, L.P., SunAmerica Investments, Inc., SunAmerica Venture Fund 2000, L.P., and Dominion Fund V, L.P. (collectively, the "*Secured Party*").

WHEREAS, Debtor owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Debtor and Secured Party have entered into those certain Convertible Promissory Notes dated October 31, 2002 (the "*Notes*");

WHEREAS, pursuant to (i) the Security Agreement dated as of October 31, 2002 (as amended and/or supplemented from time to time, the "*Security Agreement*"), between Debtor and Secured Party (in such capacity, together with its successors in such capacity, the "*Grantee*") and (ii) certain other collateral documents (including this Trademark Security Agreement), Debtor has granted and/or is granting to the Grantee a continuing security interest in personal property of Debtor, including all right, title and interest of Debtor in, to and under the Trademark Collateral (as defined below), to secure Debtor's Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor grants to the Grantee, to secure Debtor's Secured Obligations, a continuing security interest in all of Debtor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "*Trademark Collateral*"), whether now owned or existing or hereafter acquired or arising:

- (i) each registered Trademark (as defined in the Security Agreement) owned by Debtor, including, without limitation, each Trademark registration and application referred to in Schedule I hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;
- (ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Debtor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by Debtor, and all rights and benefits of Debtor under any Trademark License, or for injury to the goodwill associated with any of the foregoing.

Debtor irrevocably constitutes and appoints the Grantee and any officer thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority

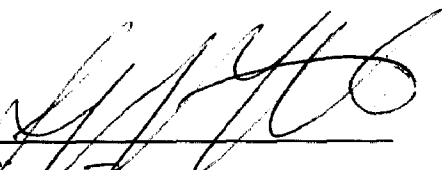
in the name of Debtor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default (as defined in the Security Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Debtor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Security Agreement, the Notes, or any other applicable document, Debtor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interest granted by Debtor to the Grantee pursuant to the Security Agreement. Debtor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

**SPONTANEOUS TECHNOLOGY, INC., a  
Nevada corporation**

By:   
Name: JEFF LINDAUER  
Title: CEO

**Acknowledged:**

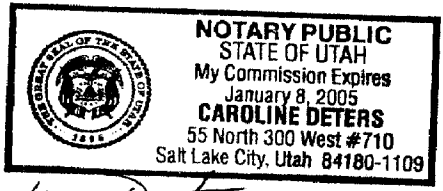
By:   
Name:  
Title:

STATE OF Utah )  
COUNTY OF Salt Lake ) ss:

I, Caroline Deters a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Jeff Lindauer, CEO of Spontaneous Technology, Inc., a Nevada corporation (the "**Company**"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Jeff Lindauer, CEO, appeared before me this day in person and acknowledged that he signed, executed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 30 day of Oct., 2002.

[Seal]



Caroline Deters

Signature of notary public  
My Commission expires 1-8-05

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