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



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

102410484

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

1. Name of conveying party(ies):

Traq Wireless, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State 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: March 7, 2003

2. Name and address of receiving party(ies)

Name: Comerica Bank-California Internal Address: Commercial Loan Services Dept.

Street Address: 9920 S. La Cienega Blvd., 14th Floor City: Inglewood State: CA Zip: 90301

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

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

78028241

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Debra J. Villarreal

Internal Address: Thompson & Knight, LLP

Street Address: 1700 Pacific Avenue Suite 3300

Dallas Texas 75201 City: State: Zip:

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41): \$40.00

- 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.

Debra J. Villarreal

Name of Person Signing

Debra J. Villarreal

Signature

April 4, 2003

Date

6

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

04/08/2003 DBYRNE 00000030 78028241

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

017104.000109 Dallas 1574467v1

TRADEMARK REEL: 002706 FRAME: 0696

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 7, 2003 by and between COMERICA BANK-CALIFORNIA ("Bank") and Traq Wireless, Inc., a Delaware corporation ("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 of even date herewith (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).

B. 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 and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 and Trademarks listed on Schedules 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 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.

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

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.

Address of Grantor:

Traq Wireless, Inc.
3520 Executive Center Drive
Suite 200
Austin, Texas 78759

Attn: Charlie Smith

GRANTOR:

TRAQ WIRELESS, INC.

By: _____

Charlie Smith

Its: _____

TREASURER/SECRETARY

Address of Bank:

Comerica Bank-California
Commercial Loan Services Department
9920 S. La Cienega Blvd., 14th Floor
Inglewood, CA 90301

Attn: Loan Documentation

BANK:

COMERICA BANK-CALIFORNIA

By: _____

Paul Gerling

Vice President

EXHIBIT A

Copyrights

Description

Registration
Number

Registration
Date

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

Traq's Individual Plan Expert Patent Filing Summary

Title of Patent Application (serial no.)	Key Intellectual Property
1. System and Method for Analyzing Wireless Communication Records and for Determining Optimal Wireless Communication Service Plans (60/230,846)	The overall Plan Expert process and specifically the relationship and interaction between the buildProfile, Optimator and decidePlan processes as they relate to a complete system
2. System and Method for Analyzing Wireless Communications Data (09/758,815)	buildProfile process and specifically the process of creating a single Usage Profile from multiple call detail records
3. System and Method for Determining Optimal Wireless Communication Service Plans (60/230,818)	Optimizer process and specifically the process of rating a Usage Profile (rather than a single call detail record)
4. System and Method for Determining Optimal Wireless Communication Service Plans Based on Spectrum Licenses (60/760,315)	More specific implementation processes relating to the construction of an Usage Profile
5. System and Method for Determining Optimal Wireless Communication Service Plans Based on Historical Projection Analysis (09/758,824)	DecidePlan process and specifically the processes used to evaluate trend and related data to make an optimal decision

EXHIBIT C

Trademarks

Description

TRAQ-WIRELESS

Registration/
Application
Number

78-028,241

Registration/
Application
Date

4/18/2000