

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Amp'd Mobile, Inc.		11/09/2004	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	QUALCOMM Incorporated
Street Address:	5775 Morehouse Drive
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Serial Number:	78348504	AMP'D MOBILE
Serial Number:	78348502	AMP'D LIVE

**CORRESPONDENCE DATA**

Fax Number: (415)951-3699  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 4156932487  
 Email: mcass@cooley.com  
 Correspondent Name: Melanie Cass  
 Address Line 1: 1 Maritime Plaza, 20th Floor  
 Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	175039-193
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NAME OF SUBMITTER:	Melanie Cass
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Total Attachments: 6  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 9, 2004 by and between AMP'D MOBILE, INC., a Delaware corporation ("**Grantor**") and QUALCOMM INCORPORATED (the "**Secured Party**").

### RECITALS

**A.** Secured Party has made and may in the future make certain advances of money to Grantor and AMP'D Mobile, LLC, a California limited liability company ("**LLC**") (collectively, the "**Loans**") in the amounts and manner set forth in that certain Loan Agreement dated as of July 21, 2004, as amended by Amendment No. 1 dated as of November 9, 2004 (as the same may from time to time be further amended, modified, supplemented or restated, the "**Loan Agreement**") by and among Grantor, LLC, and Secured Party, as evidenced by those certain Secured Convertible Promissory Notes executed by Grantor and LLC in favor of Secured Party (collectively, as the same may from time to time be amended, modified, supplemented or restated, the "**Notes**"). Secured Party is willing to make the Loans to Grantor and LLC, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in Grantor's Copyrights, Trademarks and Patents to secure the obligations of Grantor and LLC under the Loan Agreement and Notes.

**B.** Pursuant to the terms of that certain Security Agreement, dated of even date herewith, by and between Grantor and Secured Party (as the same may from time to time be amended, modified, supplemented or restated, the "**Security Agreement**"), Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest in, to or under all of the Grantor's assets. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

### AGREEMENT

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 the Secured Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

To secure the Secured Obligations, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (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 reissues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are subject to the terms of the Security Agreement and are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Security Agreement or any of the

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other 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 Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security 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 Secured Party, 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.

Subject to Section 9 of the Security Agreement, this Intellectual Property Security Agreement shall terminate upon the payment and performance in full of the Secured Obligations.

*[Signature pages follow.]*

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2.

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.

GRANTOR:

AMP'D MOB.F. INC.

By: [Signature]  
Print Name: Prosser  
Title: CEO

SECURED PARTY:

QUALCOMM INCORPORATED

By: [Signature]  
Print Name: Paul Fiskness  
Title: Sr. VP, Finance & Direct Investments

**EXHIBIT A**  
**COPYRIGHTS**

None.

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4.

**EXHIBIT B**  
**PATENTS**

None.

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5.

**EXHIBIT C**  
**TRADEMARKS**

- (1) Serial Number 78348504, pending (intent to use), filed with the U.S. Patent and Trademark Office on January 6, 2004. "Amp'd Mobile"
- (2) Serial Number 78348502, pending (intent to use), filed with the U.S. Patent and Trademark Office on January 6, 2004. "Amp'd Live"

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To-COOLEY GODWARD LLP

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**RECORDED: 11/19/2004**

**TRADEMARK**  
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