Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Qualcomm Inc.		11/09/2004	CORPORATION:

RECEIVING PARTY DATA

Name:	Amp'd Mobile, Inc.
Street Address:	1925 S. Bundy Drive
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90025
Entity Type:	CORPORATION:

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: (310)575-2593

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

310-954-8929 Phone:

Email: ajackson@ampdmobile.com

Correspondent Name: Amy Jackson 1925 S. Bundy Drive Address Line 1:

Address Line 4: Los Angeles, CALIFORNIA 90025

Rick Rand

Signature: /rick rand/

Date: 05/30/2007

Total Attachments: 25

900078058

NAME OF SUBMITTER:

REEL: 003551 FRAME: 0552

TRADEMARK

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See Exhibit A attached hereto and incorporated herein by this reference.

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PILING OFFICE COPY - NATIONAL UCC PENANCING STATEMENT (POPM UCCI) (PIEV. 97/2898)

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UCC-1 FINANCING STATEMENT

HTTW

AMP'D MOBILE, LLC

AS DEBTOR

AND

QUALCOMM INCORPORATED
AS SECURED PARTY

500056005

Hem 4:

- 1. Description of Collateral. This Financing Statement shall cover all of Debtor's right, title and interest in, to and under the following, whether now owned or hereafter acquired (all of which being collectively referred to herein as the "Collateral"):
 - (a) All Accounts of Debtor;
 - (b) All Chattel Paper of Debtor;
 - (c) All Commercial Tort Claims of Debtor;
 - (d) All Contracts of Debtor;
 - (e) All Deposit Accounts of Debtor,
 - (f) All Documents of Debtor;
 - (g) All Equipment of Debtor;
 - (h) All Fixtures of Debtor;
- (i) All General Intangibles of Debtor, including, without limitation, Payment Intangibles, all Copyrights, Patents, Trademarks, Licenses, designs, drawings, technical information, marketing plans, customer lists, trade secrets, proprietary or confidential information, inventions (whether or not patentable), procedures, know-how, models and data;
- (j) All Instruments of Debtor, including, without limitation, Promissory Notes;
 - (k) All Inventory of Debtor;
 - (I) All Investment Property of Debtor;
 - (m) All Letter-of Credit Rights of Debtor;

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- (n) All Supporting Obligations of Debtor;
- (o) All property of Debtor held by Secured Party, or any other party for whom Secured Party is acting as agent hereunder, including, without limitation, all property of every-description now or hereafter in the possession or custody of or in transit to Secured Party or such other party for any purpose, including, without limitation, safekeeping, collection or pledge, for the account of Debtor, or as to which Debtor may have any right or power;
- (p) All other goods and personal property of Debtor, wherever located, whether tangible or intangible, and whether now owned or hereafter acquired, existing, leased or consigned by or to Debtor; and
- (q) To the extent not otherwise included, all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for and rents, profits and products of each of the foregoing.

Upon Debtor acquiring any interest in any Commercial Tort Claim, Debtor agrees to promptly notify Secured Party of the same and to enter into an amendment to the Security Agreement in form satisfactory to Secured Party specifically describing such claim.

2. Defined Terms. When used in this Financing Statement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"Contracts" means all contracts (including any customer, vendor, supplier, service or maintenance contract), leases, licenses, undertakings, purchase orders, permits, franchise agreements or other agreements (other than any right evidenced by Chattel Paper, Documents or Instruments), whether in written or electronic form, in or under which Debtor now holds or hereafter acquires any right, title or interest, including, without limitation, with respect to an Account, any agreement relating to the terms of payment or the terms of performance thereof.

"Copyright License" means any agreement, whether in written or electronic form, in which Debtor now holds or hereafter acquires any interest, granting any right in or to any Copyright or Copyright registration (whether Debtor is the licensee or the licensor thereunder) including, without limitation, licenses pursuant to which Debtor has obtained the exclusive right to use a copyright owned by a third party.

"Copyrights" means all of the following now owned or hereafter acquired or created (as a work for hire for the benefit of Debtor) by Debtor or in which Debtor now holds or hereafter acquires or receives any right or interest, in whole or in part: (a) all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or any other country; (b) registrations, applications, recordings and proceedings in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country; (c) any continuations, renewals or extensions thereof; (d) any registrations to be issued in any pending applications, and shall include any right or interest in and to work protectable by any of the foregoing which are presently or in the future owned, created or authorized (as a work for hire for the benefit of Debtor) or acquired by Debtor, in whole or in

921235 v1/8F introl1 DOC part; (e) prior versions of works covered by copyright and all works based upon, derived from or incorporating such works; (f) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to copyrights, including, without limitation, damages, claims and recoveries for past, present or future infringement; (g) rights to sue for past, present and future infringements of any copyright; and (h) any other rights corresponding to any of the foregoing rights throughout the world.

"Intellectual Property" means any intellectual property, in any medium, of any kind or nature whatsoever, now or hereafter owned or acquired or received by Debtor or in which Debtor now holds or hereafter acquires or receives any right or interest, and shall include, in any event, any Copyright, Trademark, Patent, trade secret, customer list, internet domain name (including any right related to the registration thereof), proprietary or confidential information, mask work, source, object or other programming code, invention (whether or not patented or patentable), technical information, procedure, design, knowledge, know-how, software, data base, data, skill, expertise, recipe, experience, process, model, drawing, material or record.

"License" means any Copyright License, Patent License, Trademark License or other license of rights or interests, whether in-bound or out-bound, whether in written or electronic form, now or hereafter owned or acquired or received by Debtor or in which Debtor now holds or hereafter acquires or receives any right or interest, and shall include any renewals or extensions of any of the foregoing thereof.

"Patent License" means any agreement, whether in written or electronic form, in which Debtor now holds or hereafter acquires any interest, granting any right with respect to any invention on which a Patent is in existence (whether Debtor is the licensee or the licensor thereunder).

"Patents" means all of the following in which Debtor now holds or hereafter acquires any interest: (a) all letters patent of the United States or any other country, all registrations and recordings thereof and all applications for letters patent of the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; (b) all reissues, divisions, continuations, renewals, continuations-in-part or extensions thereof; (c) all petty patents, divisionals and patents of addition; (d) all patents to issue in any such applications; (e) income, royakties, damages, claims and payments now and hereafter due and/or payable with respect to patents, including, without limitation, damages, claims and recoveries for past, present or future infringement; and (f) rights to sue for past, present and future infringements of any patent.

"Security Agreement" means the Security Agreement dated as of November 9, 2004 made by Debtor in favor of Secured Party, as the same may from time to time be amended, modified, supplemented or restated.

"Trademark License" means any agreement, whether in written or electronic form, in which Debtor now holds or hereafter acquires any interest, granting any right in and to any Trademark or Trademark registration (whether Debtor is the licensee or the licensor thereunder).

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"Trademarks" means any of the following in which Debtor now holds or hereafter acquires any interest: (a) any trademarks, tradenames, corporate names, company names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country (collectively, the "Marks"); (b) any reissues, extensions or renewals thereof; (c) the goodwill of the business symbolized by or associated with the Marks; (d) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the Marks, including, without limitation, damages, claims and recoveries for past, present or future infringement; and (e) rights to sue for past, present and future infringements of the Marks.

"UCC" means the Uniform Commercial Code as the same may from time to time be in effect in the State of California (and each reference in this Financing Statement to an Article thereof (denoted as a Division of the UCC as adopted and in effect in the State of California) shall refer to that Article (or Division, as applicable) as from time to time in effect; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of Secured Party's security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of California, the term "UCC" shall mean the Uniform Commercial Code (including the Articles thereof) as in effect at such time in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

In addition, the following terms shall be defined terms having the meaning set forth for such terms in the UCC: "Account" (including health-care-insurance receivables), "Account Debtor", "Chattel Paper" (including tangible and electronic chattel paper), "Commercial Tort Claims", "Commodity Account", "Deposit Account", "Documents", "Equipment" (including all accessions and additions thereto), "Fixtures", "General Intangible" (including payment intangibles and software), "Instrument", "Inventory" (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), "Investment Property" (including securities and securities entitlements), "Letter-of-Credit Right" (whether or not the letter of credit is evidenced by a writing), "Payment Intangibles", "Proceeds", "Promissory Notes", "Securities Account", and "Supporting Obligations". Each of the foregoing defined terms shall include all of such items now owned, or hereafter acquired, by Debtor.

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QUALCOMM Incorporated

5775 Morehouse Drive San Diego, CA 92121-1714 (858) 587-1121 www.qualcomm.com

July 14, 2005

Amp'd Mobile, Inc. Amp'd Mobile, LLC 65 Enterprise Suite 270 Aliso Viejo, CA 92656

Attn: Derek Andersen

Chief Financial Officer

Dear Mr. Andersen:

Reference is made to that certain Loan Agreement, dated as of July 21, 2004 (as amended, the "Loan Agreement"), by and among Amp'd Mobile, Inc. ("Inc."), Amp'd Mobile, LLC ("LLC" and together with Inc., the "Borrowers") and QUALCOMM Incorporated (the "Lender"). All capitalized terms not defined herein shall have the meanings set forth in the Loan Agreement. Borrowers intend to prepay the Advances in full on the Payoff Date (as defined below).

This letter will confirm that, if paid by wire transfer of immediately available

funds to:

ABA # 121000358

Name of Bank: Bank of America City, State: Concord, California

Account # 12336-17911

Account Name: QUALCOMM Incorporated Reference: Loan Repayment – Amp'd Mobile

and received by 5:00 p.m. (California time) on the Payoff Date, the amount necessary to pay in full all principal, interest, fees and all other obligations (subject to paragraph (4) below) owing by the Borrowers under the Loan Documents shall be as indicated for such Payoff Date in the column "Pay Off Amount" as set forth on Schedule 1 attached hereto (the "Payoff Amount"). The "Payoff Date" shall mean July 13, 2005, or any day thereafter up to and including the Maturity Date.

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This letter further confirms that upon, and effective automatically as of, the time of receipt by the Lender of the Payoff Amount in the manner described above (such time being referred to as the "Effective Time"):

- (1) all indebtedness of the Borrowers for credit extended under the Loan Agreement or any other Loan Document shall be fully paid and discharged;
- (2) all unfunded commitments to make Advances, loans or otherwise extend credit to the Borrowers under the Loan Agreement shall be terminated;
- (3) all guaranties, security interests and other liens granted to or held by the Lender as security for such indebtedness (whether under any Loan Documents, the Loan Agreement or otherwise, and whether or not any other obligations of any other person are also secured thereby) shall be forever satisfied, released and discharged; and
- (4) all other obligations of the Borrowers and any other Person under the Loan Agreement or any other Loan Documents shall be released and discharged except for (i) the right of Lender to issuance of a warrant pursuant to Section 5.18 of the Loan Agreement and (ii) contingent indemnification obligations under the Loan Documents, which in each case shall survive termination of the Loan Agreement and the payment and performance of all other Obligations.

Promptly following the Effective Time, the Lender will deliver to the Borrowers (a) executed Uniform Commercial Code termination statements, cancellation of security deed and such other instruments of release and discharge pertaining to the security interests and liens described in paragraph (3) above of the Lender in any of the property, real or personal, of the Borrowers and any other Person as the Borrowers may reasonably request to effectuate, or reflect of public record, the release and discharge of all such security interests and liens, (b) all Collateral and Pledged Collateral (as defined in the Security Documents) in Lender's possession or control, together with all stock powers or endorsements, and (c) the Notes of Lender marked "cancelled". Following the Effective Time, the Lender further authorizes the Borrowers to prepare and file without signature of the Lender Uniform Commercial Code termination statements for all UCC-1 financing statements filed by the Lender naming either Borrower as debtor. The Lender will, from and after the Effective Time, deliver such other termination statements or documents as the Borrowers may from time to time reasonably request to effectuate, or reflect of public record, the release and discharge of such security interests and liens. All of the foregoing deliveries shall be at the expense of the Borrowers, with no liability to the Lender, and with no representation or warranty by or recourse to the Lender.

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For the period commencing on the date hereof and continuing until the Maturity Date, Lender hereby waives any and all of its rights under the Loan Agreement or any other Loan Documents to convert any indebtedness of the Borrowers into equity securities of the Borrowers.

This letter agreement shall become effective only when signed by the Lender and accepted by the Borrowers in the space provided below.

THIS LETTER AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

Very truly yours,

QUALCOMM INCORPORATED as Lender

Title: Vice President, Finance

Agreed to by the undersigned:

AMP'D MOBILE, INC., a Delaware corporation

By:

Name: Derek Andersen Title: Chief Financial Officer

AMP'D MOBILE, LLC, a California limited liability company

Name: Derek Andersen Title: Chief Financial Officer

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Very truly yours,

QUALCOMM INCORPORATED as Lender

By:		
Name:		
Title:		

Agreed to by the undersigned:

AMP'D MOBILE, INC., a Delaware

corporation

Name: Derek Andersen

Title: Chief Financial Officer

AMP'D MOBILE, LLC, a California

limited liability company

Name: Derek Andersen

Title: Chief Financial Officer

SCHEDULE 1

(See Attached)

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AMP'D Mobile Loan Agreement Interest Calculations - Quarterly Compunding

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11/30/04	09/30/04	10/31/04	\$	-	\$	14,375	\$	514,375	15.00%	31	360	\$	6,644	
12/31/04	10/31/04	11/30/04	\$	-	\$	-	\$	514,375	15.00%	30	360	\$	6,430	
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5:06 PM 7/21/2005





FILING REPORT

REPORT DATE: July 29, 2005

JOB NUMBER: 55198

CLIENT REF. #: 038613-0001

SUBJECT NAME: AMP'D MOBILE / QUALCOMM INCORPORATED

JURISDICTION: DEPARTMENT OF STATE, DELAWARE

FILING INFORMATION File Date File Number

Type of Filing:

UCC-3 TERMINATION 07/22/2005 5227758 1

PLEASE SEE ATTACHED ACKNOWLEDGEMENT COPY.***

PLEASE NOTE: "CBA" has made every possible effort to acquire accurate information from the records searched. We guarantee the information to be as accurate as REASONABLE CARE can make it. Therefore, the ultimate responsibility for the accuracy of maintaining files remains with the State agency from which the information was obtained and we accept NO LIABILITY beyond the exercise of REASONABLE CARE in obtaining the above information.

2030 Main Street, Suite 1030 · Irvine, California 92614 · Phone: (949) 955-9585 · (800) 562-6439 · Fax (800) 562-650

Internet Address: cba@cbaclet.com

TRADEMARK

REEL: 003551 FRAME: 0565

A. I	LOW INSTRUCTIONS (from NAME & PHONE OF CONTAINE SEND ACKNOWLEDGMENT	CT AT FILER [optional]			F INI	LAWARE DEPARTM U.C.C. FILING TLED 02:51 PM TIAL FILING NU NOMENT NUMBE	SECTION 07/22/2005
	Charles Baclet a 2030 Main Stree Irvine, CA 9261 Phone: (800) 50	4				SRV: 0506	507368
				THE ABOVE		FOR FILING OFFICE U	
	NITIAL FIN A NCING STATEMEN 4326391-2 (filled 11-)				1b.	This FINANCING STATEME to be filed [for record] (or re-	
		ess of the Financing Statement identifie	d above is terminated with respect to	security interest(s) of	the Secure	REAL ESTATE RECORDS. Party authorizing this Termin	nation Statement.
. [eness of the Financing Statement iden eriod provided by applicable law.	tifled above with respect to security	interest(s) of the Sec	red Party	authorizing this Continuation	Statement is
.		al): Give name of sesignes in item 7a.c	r 7b and address of assignee in item	7c: and also give nam	e of assign	or in item 9.	
. /	<u> </u>	DRMATION): This Amendment affect		y of record. Check onl			
A		ee boxes <u>and</u> provide appropriate informs: Silve current record name in item 6a		E name: Give record r		T ADD name: Complete item	Jo or 7h and also
. (name (if name chance) in item CURRENT RECORD INFORM/ 5a. ORGANIZATION'S NAME	7a or 7b and/or new address (if address	s change) in item 7c. Lato be de	eleted in item 6a or 6b.		ADD name: Complete item Item 7c; also complete item	s 7d-7g (if applicable
Ħ	8b. INDIVIDUAL'S LAST NAME		FIRST NAME		MID	DLE NAME	SJFFIX
	CHANGED (NEW) OR ADDED 76. ORGANIZATION'S NAME	INFORMATION:					
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Ħ	* 1000000000000000000000000000000000000		FIRST NAME		MID	DLE NAME	SUFFIX
Ħ	75. INDIVIDUAL'S LAST NAME						
	MAILING ADDRESS		CITY		STA	TE POSTAL CODE	COUNTRY
5. F	MAILING ADDRESS TAX ID *: SSN OR EIN ADD ORG	YL INFO RE 79 TYPE OF ORGANIZA SANIZATION		DRGANIZATION		TE POSTAL CODE	ly .
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FILING OFFICE COPY -- NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)





FILING REPORT

REPORT DATE:

July 29, 2005

JOB NUMBER:

55198

CLIENT REF. #:

038613-0001

SUBJECT NAME:

AMP'D MOBILE / QUALCOMM INCORPORATED

JURISDICTION:

SECRETARY OF STATE, CALIFORNIA

FILING INFORMATION

File Date

File Number

Type of Filing:

UCC-3 TERMINATION

07/22/2005

05-70353505

PLEASE SEE ATTACHED ACKNOWLEDGEMENT COPY. ***

PLEASE NOTE: "CBA" has made every possible effort to acquire accurate information from the records searched. We guarantee the information to be as accurate as REASONABLE CARE can make it. Therefore, the ultimate responsibility for the accuracy of maintaining files remains with the State agency from which the information was obtained and we accept NO LIABILITY beyond the exercise of REASONABLE CARE in obtaining the above information.

Internet Address: cba@cbaclet.com

TRADEMARK

REEL: 003551 FRAME: 0567



UCC Amendment Acknowledgement

07/25/2005

Page 1 of 1

CHARLES BACLET AND ASSOCIATES INC 2030 MAIN ST STE 1030

\$10.00

IRVINE CA 92614

Special Handling

\$6.00

Fee: Total Fee:

Filing Fee:

\$16.00

The California Secretary of State's Office has received and filed your document. The information stated below reflects the data that was indexed in our system. Please review the information for accuracy. Included is an image of the filed document to assist you in your review. If you find a potential error, please notify the UCC Section at the number listed below at your earliest convenience.

Amendment Type: Termination

File Date: 07/22/2005

File Time: 16:12

Amendment Filing #: 05-70353505

Original Filing Number: 04-7006007044

Lapse Date: 11/16/2009

Filing by the Secretary of State is not conclusive proof that all conditions for securing priority have been met. Ensuring that accurate information is on the document to be filed is the responsibility of the filing party. If this filing is challenged, the Secretary of State does not guarantee that the filing is legally sufficient to secure priority under UCC ARTICLE 9 and expressly disclaims any liability for failure of the filing party to secure priority resulting from the information contained in the filed document, or the lack of information on the filed document.

OACKNOWLEDGMENT TO: (Name and Address) SACI87877C Charles Baclet and Associates, Inc.		7/22/2005 16:12	
Charles Baclet and Associates, Inc.			
2002 11 1 01 1 0 14 4000		FILED	•
2030 Main Street, Suite 1030		SOS	FATRIE
Irvine, CA 92614 Phone: (800) 562-6439			
ACCT# 10038931		4458430003 UCC 3 FILIM	
HOLD FOR PICKUP AT COU	NTER THE ABO	VE SPACE IS FOR FILING OFFICE U	
L FINANCING STATEMENT FILE # 7006007044 (filed 11-16-2004)		1b. This FINANCING STATEME to be filed [for record] (or re-	
ERMINATION: Effectiveness of the Financing Statement identified	above is terminated with respect to security interest(s		ation Statement.
ONTINUATION: Effectiveness of the Financing Statement identifulntinued for the additional period provided by applicable law.	led above with respect to security interest(s) of the	Secured Party authorizing this Continuation	Statement is
SSIGNMENT (full or partial): Give name of essignee in item 7a or	Th and eddress of peciarios in item To and size often	name of sesionar in item 9	
NDMENT (PARTY INFORMATION): This Amendment affects			
NDMEN! (PART INFORMATION): This amendment arrects theck one of the following three boxes and provide appropriate informs		K Only 1228 of these two boxes.	
*		ord name ["" ADD name: Complete Hem	7a or 7h and alea
tANGE name and/or address: Give current record name in item 6a or me (if name change) in item 7a or 7b and/or new address (if address	6b; also give new change) in item 7c. DELETE name: Give rec change) in item 7c. Lo be deleted in item 6a d	ord name ADD name: Complete item r 6b. item 7c; also complete item	s 7d-7g (if applicat
RENT RECORD INFORMATION:			
ORGANIZATION'S NAME			
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JOED (UEAN OR ADDED MEDEMATICAL			
NGED (NEW) OR ADDED INFORMATION: DRIGANIZATION'S NAME			
NDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
NG ADDRESS	CITY	STATE POSTAL CODE	COUNTRY
D *: SSN OR EIN ADD'L INFO RE 7. TYPE OF ORGANIZATI	ON 71, JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if as	iy
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NDMENT (COLLATERAL CHANGE); check only one box.			
be colleteral deleted or added, or give entire restated	collateral description, or describe collateral 🔲 as	signed.	
		•	
OF SECURED PARTY OF RECORD AUTHORIZING TH	IS AMENDMENT (name of assignor, if this is an A	ssignment). If this is an Amendment authoriz	ed by a Debtor whi
collateral or adds the authorizing Debtor, or if this is a Termination aut		of DEBTOR authorizing this Amendment.	·
DRGANIZATION'S NAME			
UALCOMM Incorporated			
NDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
		•	





FILING REPORT

REPORT DATE: July 29, 2005

JOB NUMBER: 55198

CLIENT REF. #: 038613-0001

SUBJECT NAME: AMP'D MOBILE / QUALCOMM INCORPORATED

JURISDICTION: SECRETARY OF STATE, CALIFORNIA

FILING INFORMATION File Date File Number

Type of Filing:

UCC-3 TERMINATION 07/22/2005 05-70353497

PLEASE SEE ATTACHED ACKNOWLEDGEMENT COPY.***

<u>PLEASE NOTE:</u> "CBA" has made every possible effort to acquire accurate information from the records searched. We guarantee the information to be as accurate as **REASONABLE CARE** can make it. Therefore, the ultimate responsibility for the accuracy of maintaining files remains with the State agency from which the information was obtained and we accept **NO LIABILITY** beyond the exercise of **REASONABLE CARE** in obtaining the above information.

2030 Main Street, Suite 1030 · Irvine, California 92614 · Phone: (949) 955-9585 · (800) 562-6439 · Fax (800) 562-650

Internet Address: cba@cbaclet.com



UCC Amendment Acknowledgement

07/25/2005

Page 1 of 1

CHARLES BACLET AND ASSOCIATES INC

Filing Fee: \$10.00

2030 MAIN ST STE 1030

Special Handling

\$6.00

IRVINE CA 92614

Fee: Total Fee:

\$16.00

The California Secretary of State's Office has received and filed your document. The information stated below reflects the data that was indexed in our system. Please review the information for accuracy. Included is an image of the filed document to assist you in your review. If you find a potential error, please notify the UCC Section at the number listed below at your earliest convenience.

File Date: 07/22/2005 File Time: 16:12 Amendment Type: Termination

Amendment Filing #: 05-70353497

Original Filing Number: 04-7006007549 Lapse Date: 11/16/2009

Filing by the Secretary of State is not conclusive proof that all conditions for securing priority have been met. Ensuring that accurate information is on the document to be filed is the responsibility of the filing party. If this filing is challenged, the Secretary of State does not guarantee that the filing is legally sufficient to secure priority under UCC ARTICLE 9 and expressly disclaims any liability for failure of the filing party to secure priority resulting from the information contained in the filed document, or the lack of information on the filed document.

	front and back) CAREFULLY NTACT AT FILER [optional]		05-703 07/22/20		
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<u> </u>	OLD FOR PICKUP AT C	OUNTER* -	THE ABOVE SPACE	IS FOR FILING OFFICE U	SE ONLY
INITIAL FINANCING STATE			11	 This FINANCING STATEME to be filed [for record] (or re 	
04-7006007549 (IIIIO 11-15-2004) tiveness of the Financing Statement ide	ntifled shows in terminated with reans	ort to executive interest(s) of the Secu	REAL ESTATE RECORDS.	
CONTINUATION: Eff	ectiveness of the Financing Statement				
continued for the addition	al period provided by applicable law.	, , , , , , , , , , , , , , , , , , ,	•		
ASSIGNMENT (full or	partial): Give name of assignee in item	7s or 7b and address of assignee in	item 7c; and siso give name of assi	gnar in Item 9.	
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FILING REPORT

REPORT DATE: July 29, 2005

JOB NUMBER: 55198

CLIENT REF. #: 038613-0001

SUBJECT NAME: AMP'D MOBILE / QUALCOMM INCORPORATED

JURISDICTION: SECRETARY OF STATE, CALIFORNIA

FILING INFORMATION File Date File Number

Type of Filing:

UCC-3 TERMINATION 07/22/2005 05-70353551

PLEASE SEE ATTACHED ACKNOWLEDGEMENT COPY.***

PLEASE NOTE: "CBA" has made every possible effort to acquire accurate information from the records searched. We guarantee the information to be as accurate as REASONABLE CARE can make it. Therefore, the ultimate responsibility for the accuracy of maintaining files remains with the State agency from which the information was obtained and we accept NO LIABILITY beyond the exercise of REASONABLE CARE in obtaining the above information.

Internet Address: cba@cbaclet.com



UCC Amendment Acknowledgement

07/25/2005

Page 1 of 1

CHARLES BACLET AND ASSOCIATES INC

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\$16.00

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Amendment Type: **Termination** File Date: **07/22/2005** File Time: **16:12**

Amendment Filing #: 05-70353551

Original Filing Number: **04-7006007286** Lapse Date: **11/16/2009**

Filing by the Secretary of State is not conclusive proof that all conditions for securing priority have been met. Ensuring that accurate information is on the document to be filed is the responsibility of the filing party. If this filing is challenged, the Secretary of State does not guarantee that the filing is legally sufficient to secure priority under UCC ARTICLE 9 and expressly disclaims any liability for failure of the filing party to secure priority resulting from the information contained in the filed document, or the lack of information on the filed document.

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	Irvine, CA 92614 Phone: (800) 562-6439 ACCT# 10038931 *HOLD FOR PICKUP AT COUN	ITER*	44584 THE GROVE OF		
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FILING REPORT

REPORT DATE: July 29, 2005

JOB NUMBER: 55198

CLIENT REF. #: 038613-0001

SUBJECT NAME: AMP'D MOBILE / QUALCOMM INCORPORATED

JURISDICTION: SECRETARY OF STATE, CALIFORNIA

FILING INFORMATION File Date File Number

Type of Filing:

UCC-3 TERMINATION 07/22/2005 05-70353581

PLEASE SEE ATTACHED ACKNOWLEDGEMENT COPY.***

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Internet Address: cba@cbaclet.com



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07/25/2005

Page 1 of 1

CHARLES BACLET AND ASSOCIATES INC 2030 MAIN ST STE 1030

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Amendment Type: **Termination** File Date: **07/22/2005** File Time: **16:12**

Amendment Filing #: 05-70353581

Original Filing Number: **04-7006007307** Lapse Date: **11/16/2009**

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SENDA CARNOWLEDGMENT TO: (Name and Address) SENDA CARNOWLEDGMENT TO: (Name and Address) Charles Baclet and Associates, Inc. 2303 Main Street, Suite 1030 Invine, CA 92614 Phone: (900) 552-8439 ACCT# 10036931 **HOLD FOR PICKUP AT COUNTER* ACCT# 10036931 **HOLD FOR PICKUP AT COUNTER* THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY Inc. The FRANCOIS STATEMENT AUXILIARIES AND ADDRESS O4-700800737 (filed 11-16-2004) TERRINATION: Efficiences of the Financing Statement inclinate above is ferminated with respect to security intervally of the Secured Pury subdividing the Terrination Statement is continued for the address of the Financing Statement inclinate above is removated with respect to security interval of the Secured Pury subdividing the Continuation Statement is continued for the address of the Financing Statement inclinate above is removated with respect to security interval of the Secured Pury subdividing the Continuation Statement is continued for the address of the Secured Pury subdividing the Continuation Statement is continued for the subdividing the Secured Pury subdividing the Continuation Statement is continued for the address of the Secured Pury subdividing the Continuation Statement is continued for the address of the Secured Pury subdividing the Continuation Statement is continued for the address of the Secured Pury subdividing the Continuation Statement is continued for the Secured Pury subdividing the Continuation Statement is continued for the subdividing the Pury Subdividing the Continuation Statement is continued for the Secured Pury subdividing the Secure Statement Statem	n.	C FINANCING STATEMENT AMENDM LOW INSTRUCTIONS (front and back) CAREFULLY NAME & PHONE OF CONTACT AT FILER [optional]		05-7		-	
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RECORDED: 05/30/2007