

TRADEMARK ASSIGNMENT

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		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310-954-8929		
Email:	ajackson@ampdmobile.com		
Correspondent Name:	Amy Jackson		
Address Line 1:	1925 S. Bundy Drive		
Address Line 4:	Los Angeles, CALIFORNIA 90025		
NAME OF SUBMITTER:	Rick Rand		
Signature:	/rick rand/		
Date:	05/30/2007		
Total Attachments: 25			

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UCC FINANCING STATEMENT
 FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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11/16/2004 16:47



FILED
 CALIFORNIA
 SECRETARY OF STATE



1866630009 UCC FILING

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. DEPT. APPROVED PROGRAM BY NAME AND NUMBER

75-0000-050-2

CLOS
 INFORMATION SERVICES

WWW.CLOS.COM
 200 MARKET WAY, SUITE 200
 SACRAMENTO, CA 95833
 TEL: 916.441.7000 / 800.563.5396
 FAX: 916.441.7000

Account number 2602

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one Debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
Amp'd Mobile, LLC

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
65 Enterprise, Suite 270 Aliso Viejo CA 92656 USA

1d. TAX ID: EIN OR EIN ADDL INFO RE ORGANIZATION DEBTORS 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID # (if any) NONE
LLC California 200409310016

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one Debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. TAX ID: EIN OR EIN ADDL INFO RE ORGANIZATION DEBTORS 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID # (if any) NONE

3. SECURED PARTY'S NAME (BY NAME of TOTAL ASSIGNOR of ASSIGNOR (SP) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
QUALCOMM Incorporated

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
5775 Morehouse Drive San Diego CA 92121 USA

4. This FINANCING STATEMENT covers the following collateral:

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

5. ALTERNATIVE DESIGNATION (if applicable) LESSOR/LESSOR CONSIGNEE/CONSIGNEE BAILEE/BAILEE SELLER/BUYER AG. LEND NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Address(es) (if applicable) 7. Check to REQUEST SEARCH REPORT(s) on (ADDITIONAL FEES) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
 California 809 921225 Cover Page and 4 pages to Exhibit A attached hereto 176030-193

FILED OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/28/03)

**EXHIBIT A
TO
UCC-1 FINANCING STATEMENT
WITH
AMP'D MOBILE, LLC
AS DEBTOR
AND
QUALCOMM INCORPORATED
AS SECURED PARTY**

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Item 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;

Notes:

- (j) All Instruments of Debtor, including, without limitation, Promissory
- (k) All Inventory of Debtor;
- (l) 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

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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, royalties, 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.



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.



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.



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

By: 

Name: Warren Kneeshaw
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

By: _____
Name: Derek Andersen
Title: Chief Financial Officer

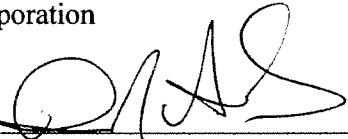
Very truly yours,

QUALCOMM INCORPORATED
as Lender

By: _____
Name:
Title:

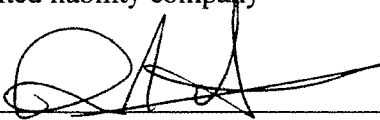
Agreed to by the undersigned:

AMP'D MOBILE, INC., a Delaware
corporation

By:  _____

Name: Derek Andersen
Title: Chief Financial Officer

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

By:  _____

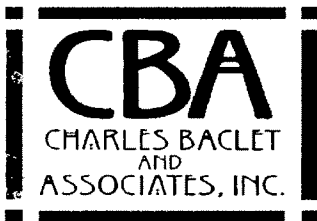
Name: Derek Andersen
Title: Chief Financial Officer

SCHEDULE 1

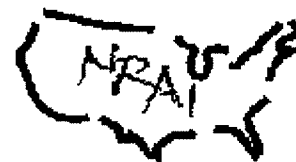
(See Attached)

**AMP'D Mobile Loan Agreement
Interest Calculations - Quarterly Compounding**

Start Date	End Date	Loan Drawdowns	PIK Interest	Principal Balance	Applicable Rate	Elapsed Days	Day Basis	Interest Accrued	Pay Off Amount
07/23/04	07/31/04	\$ 500,000	\$ -	\$ 500,000	15.00%	8	360	\$ 1,667	
07/31/04	08/31/04	\$ -	\$ -	\$ 500,000	15.00%	31	360	\$ 6,458	
08/31/04	09/30/04	\$ -	\$ -	\$ 500,000	15.00%	30	360	\$ 6,250	
09/30/04	10/31/04	\$ -	\$ 14,375	\$ 514,375	15.00%	31	360	\$ 6,644	
10/31/04	11/30/04	\$ -	\$ -	\$ 514,375	15.00%	30	360	\$ 6,430	
11/30/04	12/03/04	\$ -	\$ -	\$ 514,375	15.00%	3	360	\$ 643	
12/03/04	12/31/04	\$ 500,000	\$ -	\$ 1,014,375	12.00%	28	360	\$ 9,468	
12/31/04	01/31/05	\$ -	\$ 23,184	\$ 1,037,559	12.00%	31	360	\$ 10,721	
01/31/05	02/28/05	\$ -	\$ -	\$ 1,037,559	12.00%	28	360	\$ 9,684	
02/28/05	03/31/05	\$ -	\$ -	\$ 1,037,559	12.00%	31	360	\$ 10,721	
03/31/05	04/30/05	\$ -	\$ 31,127	\$ 1,068,686	12.00%	30	360	\$ 10,687	
04/30/05	05/31/05	\$ -	\$ -	\$ 1,068,686	12.00%	31	360	\$ 11,043	
05/31/05	06/30/05	\$ -	\$ -	\$ 1,068,686	12.00%	30	360	\$ 10,687	
06/30/05	07/11/05	\$ -	\$ 32,417	\$ 1,101,103	12.00%	11	360	\$ 4,037	\$ 1,105,140
07/11/05	07/12/05	\$ -	\$ -	\$ 1,101,103	12.00%	1	360	\$ 367	\$ 1,105,507
07/12/05	07/13/05	\$ -	\$ -	\$ 1,101,103	12.00%	1	360	\$ 367	\$ 1,105,874
07/13/05	07/14/05	\$ -	\$ -	\$ 1,101,103	12.00%	1	360	\$ 367	\$ 1,106,241
07/14/05	07/15/05	\$ -	\$ -	\$ 1,101,103	12.00%	1	360	\$ 367	\$ 1,106,608
07/15/05	07/16/05	\$ -	\$ -	\$ 1,101,103	12.00%	1	360	\$ 367	\$ 1,106,975
07/16/05	07/17/05	\$ -	\$ -	\$ 1,101,103	12.00%	1	360	\$ 367	\$ 1,107,342
07/17/05	07/18/05	\$ -	\$ -	\$ 1,101,103	12.00%	1	360	\$ 367	\$ 1,107,709
07/18/05	07/19/05	\$ -	\$ -	\$ 1,101,103	12.00%	1	360	\$ 367	\$ 1,108,076
07/19/05	07/20/05	\$ -	\$ -	\$ 1,101,103	12.00%	1	360	\$ 367	\$ 1,108,443
07/20/05	07/21/05	\$ -	\$ -	\$ 1,101,103	12.00%	1	360	\$ 367	\$ 1,108,810
07/21/05	07/22/05	\$ -	\$ -	\$ 1,101,103	12.00%	1	360	\$ 367	\$ 1,109,178
07/22/05	07/23/05	\$ -	\$ -	\$ 1,101,103	12.00%	1	360	\$ 367	\$ 1,109,545
								\$ 109,545	



CHARLES BACLET
AND
ASSOCIATES, INC.



CBA is an affiliate of National Registered Agents, Inc.

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.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 02:51 PM 07/22/2005
 INITIAL FILING NUM: 4326391 2
 AMENDMENT NUMBER: 5227758 1
 SRV: 050607368

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Charles Baclet and Associates, Inc.
 2030 Main Street, Suite 1030
 Irvine, CA 92614
 Phone: (800) 562-6439

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
 4326391 2 (filed 11-16-2004)

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
 Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
 CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
7d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
 Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

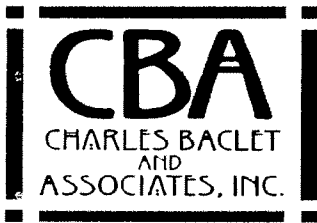
9a. ORGANIZATION'S NAME
 QUALCOMM Incorporated

OR

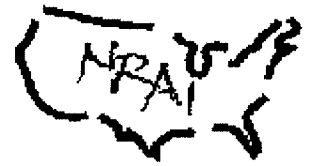
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA
 Delaware SOS

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)



CHARLES BACLET
AND
ASSOCIATES, INC.



CBA is an affiliate of National Registered Agents, Inc.

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.



SECRETARY OF STATE
STATE OF CALIFORNIA

UCC Amendment Acknowledgement

07/25/2005

Page 1 of 1

CHARLES BACLET AND ASSOCIATES INC
2030 MAIN ST STE 1030
IRVINE CA 92614

Filing Fee: \$10.00
Special Handling Fee: \$6.00
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.

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.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

05-70353505

07/22/2005 16:12

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

SA187877CJ
 Charles Baclet and Associates, Inc.
 2030 Main Street, Suite 1030
 Irvine, CA 92614
 Phone: (800) 562-6439

ACCT# 10038931
 HOLD FOR PICKUP AT COUNTER



FILED
CALIFORNIA
SECRETARY OF STATE

SOS



4458430003

UCC FILING

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
04-7006007044 (filed 11-16-2004)

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

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6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
 Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

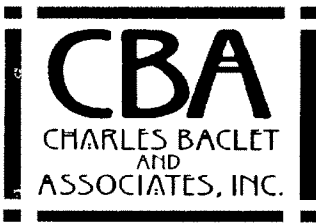
9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
QUALCOMM Incorporated

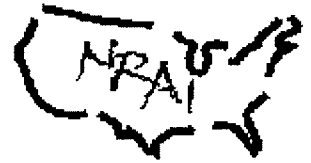
OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA
California SOS

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)



CHARLES BACLET
AND
ASSOCIATES, INC.



CBA is an affiliate of National Registered Agents, Inc.

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.****

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.



SECRETARY OF STATE
STATE OF CALIFORNIA

UCC Amendment Acknowledgement

07/25/2005

Page 1 of 1

CHARLES BACLET AND ASSOCIATES INC
2030 MAIN ST STE 1030
IRVINE CA 92614

Filing Fee: \$10.00
Special Handling Fee: \$6.00
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.

Amendment Type: **Termination**

File Date: **07/22/2005**

File Time: **16:12**

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.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

05-70353497

07/22/2005 16:12

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

SAC197877CW
 Charles Baclet and Associates, Inc.
 2030 Main Street, Suite 1030
 Irvine, CA 92614
 Phone: (800) 562-6439

ACCT# 10038931
 HOLD FOR PICKUP AT COUNTER



FILED

CALIFORNIA SECRETARY OF STATE

SOS



4458430002

UCC 3 FILING

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
04-7006007549 (filed 11-16-2004)

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

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6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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7d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE
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8. AMENDMENT (COLLATERAL CHANGE): check only one box.
 Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

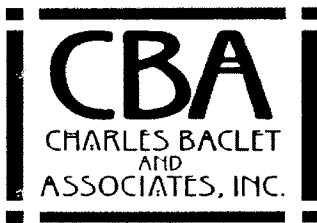
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9a. ORGANIZATION'S NAME
QUALCOMM Incorporated

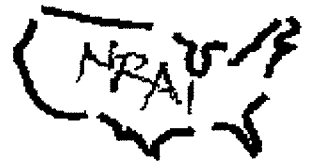
OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA
California SOS



CHARLES BACLET
AND
ASSOCIATES, INC.



CBA is an affiliate of National Registered Agents, Inc.

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.



SECRETARY OF STATE
STATE OF CALIFORNIA

UCC Amendment Acknowledgement

07/25/2005

Page 1 of 1

CHARLES BACLET AND ASSOCIATES INC
2030 MAIN ST STE 1030
IRVINE CA 92614

Filing Fee: \$10.00
Special Handling Fee: \$6.00
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.

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**

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UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

05-70353551

07/22/2005 16:12

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Charles Baclet and Associates, Inc.
 2030 Main Street, Suite 1030
 Irvine, CA 92614
 Phone: (800) 562-6439

ACCT# 10038931
 HOLD FOR PICKUP AT COUNTER



FILED

CALIFORNIA SECRETARY OF STATE



THE SECRETARY OF STATE HAS FILED THIS DOCUMENT

1a. INITIAL FINANCING STATEMENT FILE #
04-7006007286 (filed 11-16-2004)

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

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6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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7d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE
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8. AMENDMENT (COLLATERAL CHANGE): check only one box.
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9a. ORGANIZATION'S NAME
QUALCOMM Incorporated

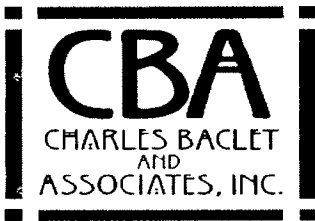
OR

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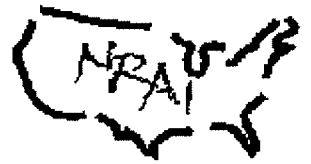
10. OPTIONAL FILER REFERENCE DATA
California SOS

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)

TRADEMARK
REEL: 003551 FRAME: 0575



CHARLES BACLET
AND
ASSOCIATES, INC.



CBA is an affiliate of National Registered Agents, Inc.

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.****

PLEASE NOTE:

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SECRETARY OF STATE
STATE OF CALIFORNIA

UCC Amendment Acknowledgement

07/25/2005

Page 1 of 1

CHARLES BACLET AND ASSOCIATES INC
2030 MAIN ST STE 1030
IRVINE CA 92614

Filing Fee: \$10.00
Special Handling Fee: \$6.00
Total Fee: **\$16.00**

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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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UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

05-70353581

07/22/2005 16:12

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

SAC1878770w
 Charles Baclet and Associates, Inc.
 2030 Main Street, Suite 1030
 Irvine, CA 92614
 Phone: (800) 562-6439

ACCT# 10038931
 HOLD FOR PICKUP AT COUNTER



FILED

CALIFORNIA SECRETARY OF STATE



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
 04-7006007307 (filed 11-16-2004)

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

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6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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7d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE
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9a. ORGANIZATION'S NAME
 QUALCOMM Incorporated

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA
 California SOS

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)

RECORDED: 05/30/2007

TRADEMARK REEL: 003551 FRAME: 0578