

11-30-1999



MPD 11-18-99 RECORDATION Please rec.		101209416 TENTS ONLY y(ies) thereof	
Name(s) of CONVEYING Party or Parties: Tetherless Access, Ltd.		Name(s), Address(es) of RECEIVING Party (Parties): TAL Asia Limited Level 7, 575 Bourke St. Melbourne, Australia VIC 3000	
Enter "X" if additional names are attached.		Enter "X" if additional names are attached.	
DOCUMENT EXECUTION DATE(S): <u>May 2, 1996</u>			
NATURE OF CONVEYANCE:		Assignment	
Merger		X Security Agreement	
Change of Name		Other:	
If document is being filed with a new application, EXECUTION DATE(S) OF DECLARATION:			
Patent Application Number(s):		Patent Number(s): 5,706,274	
Enter "X" if additional application numbers or patent numbers are attached.			
Mail correspondence concerning this document to: Becky L. Troutman Thelen Reid & Priest LLP 101 Second Street, Suite 1800 San Francisco, CA 94105-3601		Number of Applications/Patents Involved: <u>1</u>	
		Total fee (37 CFR § 1.21(h)): \$ <u>40</u>	
		X Fee is enclosed.	
		Charge Fee to Deposit Account 18-0810.	
		Charge Deficiencies to Deposit Account 18-0810.	
		Credit Overpayments to Deposit Account 18-0810.	
DO NOT USE THIS SPACE			
STATEMENT AND SIGNATURE: <i>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.</i>			
Becky L. Troutman Name of Person Signing		<i>Becky L. Troutman</i> Signature	
		11/18/99 Date	
Attorney Docket No. <u>030631/000002</u>		Total number of pages submitted (including cover sheet): <u>18</u>	
Commissioner of Patents and Trademarks, BOX ASSIGNMENTS, Washington, D.C. 20231			

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 PATENT
 REEL: 010395 FRAME: 0333

SECURITY AGREEMENT

This Security Agreement is entered into this 2nd day of May, 1996 between Tetherless Access, Ltd., a California corporation (hereinafter "Debtor") and TAL Asia Limited (hereinafter "Secured Party").

1. Definitions

A. The term "Accounts" means any right of Debtor to payment for goods sold or leased, or to be sold or to be leased, or for services rendered or to be rendered, including, without limitation, accounts receivable, contract rights, purchase orders and other forms of obligations, whether or not earned by performance, whether now existing or hereafter arising or acquired, and the proceeds of all of the foregoing.

B. The term "General Intangibles" means any personal property of Debtor (including things in action) other than "goods", "accounts", "chattel paper", "documents", "instruments", and "money" as said terms are defined in of the Uniform Commercial Code (the "Commercial Code"), whether now existing or hereafter arising or acquired, and the proceeds of all of the foregoing. The term "General Intangibles" includes, without limitation, (i) all patents and patent applications and all rights corresponding thereto throughout the world, and all unpatented or unpatentable developments and inventions; (ii) all trademarks, service marks, logos, and all United States, state and/or foreign applications for registration and registrations thereof, all trade names, trade styles, designs, and the like, all elements of package or trade dress of goods, the goodwill of the Debtor's business connected with the use of, and symbolized by any of the above, and all property of Debtor necessary to produce any products sold under any of the above; (iii) all copyrights and copyrighted works, all derivative works thereof, all mask works of semiconductor chip products and United

States and/or foreign applications for registration and registrations thereof; (iv) all computer software programs developed or to be developed by Debtor or in which Debtor asserts or could assert a proprietary interest; all personal property, including but not limited to source codes, object codes or similar information, which is necessary to the practical utilization of such programs; all tangible property of Debtor embodying or incorporating any such programs; (v) all trade secrets, proprietary information, customer lists, instructional materials, working drawings, manufacturing techniques, process technology documentation, and product formulations; (vi) all rights to damages or profits due or accrued arising out of past, present or future infringement of such assets or injury to Debtor's good will connected with the use of such assets and the right to sue therefor; (vii) all renewals, modifications, amendments, re-issues, divisions, continuations in whole or part, and extensions of any such assets; and (viii) tax refunds.

C. The term "Goods" means all assets of Debtor which are movable other than "money", "documents", "instruments", "accounts", "chattel paper", "general intangibles", or minerals, as said terms are defined in the Commercial Code, but including standing timber, the unborn young of animals, and growing crops -- whether now existing or hereafter acquired or arising, and the proceeds of all the foregoing.

D. The term "Inventory" means all Debtor's goods, merchandise, and other personal property, wherever located, which are held for sale or lease, including those held for display, demonstration or out for lease or consignment to be furnished under a contract for service or which are raw materials, work in process, or materials used or consumed, or to be used or consumed in Debtor's business, or which are

finished and unfinished goods, together with all warehouse receipts and other documents evidencing such inventory, whether now owned or hereafter arising or acquired, and the proceeds of all the foregoing.

E. The term "Equipment" means all of the Debtor's goods used or bought for use primarily in business, whether now owned or hereafter acquired, and the proceeds of all of the foregoing.

F. The term "Fixtures" means all items of personal property of Debtor that are so related to the real property upon which they are located that an interest in them arises under real property law, and improvements, replacements, parts, accessions and additions thereto, and substitutions therefor, whether now existing or hereafter arising or acquired, and the proceeds of all the foregoing.

G. The term "Documents" means any document of title as defined in Section 1201 of the Commercial Code and a receipt of the kind described in Section 7201 of the Commercial Code, whether now owned or hereafter arising or acquired, and the proceeds of all of the foregoing.

H. The term "Instruments" means all of the Debtor's interests in negotiable instruments as defined in Section 3104 of the Commercial Code, certificated securities as defined in Section 8102 of the Commercial Code, and any other writing which evidences a right to the payment of money and is not itself a security agreement or lease, whether now existing or hereafter arising or acquired, and the proceeds of all the foregoing.

I. The term "Chattel Paper" means the Debtor's interest in any writing or writings which evidence both a monetary obligation and a security interest

in or a lease of specific goods, whether now existing or hereafter arising or acquired, and the proceeds of all the foregoing.

J. The term "Other Assets" means any and all of the Debtor's interest in personal property not described in paragraphs A through I above, whether now owned or hereafter arising or acquired, and the proceeds of all of the foregoing.

K. The term "Insurance" means the Debtor's interest and rights under contracts of insurance, now owned or hereafter arising or acquired by the Debtor, insuring the life of any individual Debtor and/or any of the property described in paragraphs A through O above.

L. The term "Proceeds" means all proceeds, products, rents and profits, now owned or hereafter arising or acquired, by the Debtor with respect to any of the property described in paragraphs A through K above, including, but not limited to, Inventory, returned or reacquired merchandise, Accounts, Chattel Paper, General Intangibles, Insurance proceeds, Documents, money, Goods, Equipment, Instruments and any other tangible or intangible property arising under the sale, lease, exchange, collection or other disposition of the property described in paragraphs A through K above.

M. The term "Collateral" means all of the Debtor's personal property assets, whether now existing or hereafter arising or acquired, and including, without limitation, the following:

- Accounts
- General Intangibles
- Goods -- including
 - Inventory

- Equipment
- Fixtures
- Documents
- Instruments
- Chattel Paper
- Other Assets
- Insurance
- Proceeds

2. Creation of Security Interest

To secure the payment of all Indebtedness, as hereinafter defined in paragraph 3 below, of Debtor to Secured Party, Debtor hereby grants to Secured Party a security interest in and to all Collateral.

3. Obligations Secured

The security interest herein granted to Secured Party shall secure the payment and/or performance (herein collectively referred to as "Indebtedness") to Secured Party of Debtor's obligations under:

(a) That certain Secured Convertible Promissory Note in the stated original principal amount of \$1,000,000.00 dated as of May 2, 1996 by Debtor in favor of Secured Party and any substitution, replacement or amendment of the same;

(b) All amounts, costs and expenses advanced, committed, expended or incurred by Secured Party pursuant to the terms of this Agreement, including reasonable attorneys fees and expenses, for the maintenance and/or preservation of the Collateral hypothecated to Secured Party hereunder.

4. Documentation

From time to time, if required by Secured Party to do so, Debtor shall execute and deliver to Secured Party a separate assignment or assignments, in a form satisfactory to Secured Party, evidencing Secured Party's security interest in specific collateral, including, without limitation such instruments and documents necessary to record Secured Party's security interest with the Patent and Trademark Office and the Copyright Office. Debtor hereby agrees to execute and deliver to Secured Party such documents and instruments as Secured Party may require in order to confirm or affirm or further assure the hypothecation to Secured Party of the Collateral or Secured Party's security interest in the same, or to give any third party, including account debtors, notice of Secured Party's interest in the Collateral hypothecated to Secured Party. However, notwithstanding any request by Secured Party for separate assignments or other documentation, this Agreement constitutes formal hypothecation to Secured Party of all present and future Collateral. Debtor shall also execute and deliver to Secured Party all other documents, in the opinion of Secured Party, necessary or convenient to perfect and maintain a security interest in favor of Secured Party in and to all Collateral, including, but not limited to, financing statements and amendment statements pursuant to the Commercial Code or other applicable laws, all in form and substance acceptable to Secured Party; and Secured Party may file in the appropriate public office any document required or permitted by law to be filed.

5. Warranties, Representations, and Covenants

Debtor warrants, represents and agrees as follows:

(a) As to all Collateral in Debtor's possession (unless specifically and otherwise agreed to by Secured Party in writing) Debtor will:

(1) Maintain possession of the Collateral at the location disclosed to Secured Party and will not remove the Collateral from that location;

(2) Keep the Collateral separate and identifiable;

(3) Maintain the Collateral:

(i) in good saleable condition;

(ii) deal with the Collateral in all such ways as are considered good practice by owners of like property;

(iii) use the Collateral lawfully and only as permitted by insurance policies; and

(iv) permit Secured Party to inspect the Collateral at any reasonable time;

(4) Not sell, contract to sell, lease, encumber, or transfer Collateral (other than Inventory Collateral) until the Indebtedness has been paid, even though Secured Party has a security interest in Proceeds of such Collateral.

(b) As to Collateral which is Inventory, Debtor may, until notice from Secured Party, sell, lease, or otherwise dispose of Inventory Collateral in the ordinary course of business only, and collect cash Proceeds of Inventory Collateral.

(c) As to Collateral which is Accounts, Chattel Paper, and General Intangibles, Debtor warrants, represents and agrees:

(1) All such Collateral is genuine, enforceable in accordance with its terms, free from default, prepayment, defense and conditions

precedent (except as disclosed to and accepted by Secured Party in writing).

(2) All persons appearing to be obligated on such Collateral have authority and capacity to contract.

(3) All Chattel Paper is in compliance with applicable laws as to form, content and manner of preparation and execution, and has been properly registered and filed to perfect Debtor's interest thereunder.

(4) If an account debtor shall also be indebted to Debtor on another obligation, any payment made not specifically designated to be applied on any particular obligation shall be deemed to be a payment on the account on which Secured Party has a security interest.

(5) Debtor agrees not to compromise, settle, or adjust any Accounts or renew or extend the time of payments thereof without Secured Party's written consent.

(d) Debtor owns all Collateral absolutely and no other person has or claims any interest in any Collateral, except as disclosed to and accepted by Secured Party in writing. Debtor will defend any proceeding which may affect title to, or Secured Party's security interest in, any Collateral, and will indemnify Secured Party for all costs and expenses of Secured Party's defense.

(e) Debtor will insure the Collateral with Secured Party as loss payee in form and amounts, with companies, and against risks and liability satisfactory to Secured Party, and hereby assigns such policies to Secured Party, agrees to deliver them to Secured Party at Secured Party's request, and authorizes Secured Party to make any claim thereunder, to cancel the insurance on Debtor's default, and to

receive payment of and endorse any instrument in payment of any loss or return premium.

(f) Debtor will give Secured Party any information it requires. All information at any time supplied to Secured Party by Debtor (including, but not limited to, the value and condition of Collateral, financial statements, financing statements, and statements made in documenting Collateral) is correct and complete, and Debtor will notify Secured Party of any adverse change in such information. Debtor will promptly notify Secured Party of any change of Debtor's residence, chief place of business, or mailing address.

(g) Secured Party is irrevocably appointed Debtor's attorney in fact to do any act following an event of default which Debtor is obligated hereby to do, to exercise such rights as Debtor might exercise, to use such equipment as Debtor might use, to enter Debtor's premises, to give notice of Secured Party's security interest in and right to collect Collateral, and to execute and file in Debtor's name any financing statement, amendments thereto and recordation documents required for the Patent and Trademark Office and the Copyright Office to perfect Secured Party's security interest hereunder, all to protect and preserve the Collateral and Secured Party's rights hereunder. In addition Secured Party may:

(1) Endorse, collect, and receive delivery or payment of Instruments and Documents constituting Collateral;

(2) Make extension agreements with respect to or affecting Collateral, exchange it for other Collateral, release persons liable thereon or take security for the payment thereof, and compromise disputes in connection therewith; and

(3) Use or operate Collateral for the purpose of preserving Collateral or its value and for preserving or liquidating Collateral.

6. Separate Property and Individual Liability

Debtor waives:

(a) Any right to require Secured Party to proceed against any third party or to pursue any other remedy;

(b) Presentment, protest and notice of protest, demand and notice of nonpayment, demand of performance, notice of sale and advertisement of sale;

(c) Any right to the benefit of or to direct the application of any Collateral until the Indebtedness shall have been paid; and

(d) Any right of subrogation to Secured Party until Indebtedness shall have been paid or performed in full.

7. Events of Default

The following described events shall constitute default hereunder:

(a) Debtor shall default on the payment and/or performance of the Indebtedness or the same shall become due and payable; or

(b) Debtor shall fail to perform or observe any other covenant, term, provision, condition, or obligation of this Agreement; or

(c) Debtor shall fail to perform or observe any of the covenants, terms, provisions, conditions, obligations under any other agreement, indenture, document, note or other instrument delivered to Secured Party by Debtor; or

(d) Debtor shall become insolvent; or admit in writing Debtor's inability to pay Debtor's debts as they mature; or make an assignment for the benefit of creditors or commence proceedings for dissolution, termination or cessation of

organizational existence; or apply for or consent to the appointment of a trustee or receiver for it or for a substantial part of its property or business; or

(e) A trustee, liquidator or receiver shall be appointed for Debtor or for a substantial part of Debtor's property or business without Debtor's consent; or

(f) Any governmental agency or court of competent jurisdiction at the instance of any governmental agency shall assume custody or control of the whole or any substantial portion of the properties or assets of Debtor; or

(g) Any money judgment, writ or warrant of attachment, or similar process shall be entered or filed against Debtor or any of its properties or other assets and shall remain unvacated, unbonded, or unstayed for a period of fifteen (15) days or in any event later than five (5) days prior to the date of any proposed sale thereunder; or

(h) Bankruptcy, reorganization, insolvency or liquidation proceedings or other proceedings for relief under any Bankruptcy law shall be instituted by or against Debtor and, if instituted against Debtor, shall not be dismissed within thirty (30) days after such institution, or Debtor shall by any action or answer approve of, consent to, or acquiesce in any such proceeding or admit the material allegations of, or default in answering any petition filed in such a proceeding.

8. Secured Party's Remedies On Default

On the occurrence of an event of default, or at any time thereafter, and in each and every such case, unless such event or events of default shall have been waived in writing by Secured Party:

(a) All Indebtedness shall forthwith become due and payable, without presentment, demand, protest, or notice of any kind, all of which are hereby expressly

waived, anything herein or in any evidence of Indebtedness or other instruments contained to the contrary notwithstanding; and

(b) Secured Party may immediately, and without expiration of any period of grace, exercise Secured Party's rights, if any, of offset; and

(c) Secured Party may enforce any and all of Secured Party's rights and/or remedies provided for in this Agreement, which shall include the remedies of a secured party under the Commercial Code and/or under any other applicable state or federal statute, including, without limitation:

(1) The right to require Debtor to immediately assemble the Collateral and make it available to Secured Party at a place designated by Secured Party;

(2) The right to immediately take possession of said Collateral wherever it may be found, using all necessary and lawful force to do so; Debtor hereby waives all claims of damages due to or arising from or connected with any such taking;

(3) The right to immediate appointment of a receiver to manage the Collateral pending its disposition;

(4) The right to proceed to foreclosure, judicial or otherwise, and sell any or all of said Collateral in a manner permitted by law;

(5) The right to sell said Collateral at public or private sale with or without having said Collateral at the place of sale, and upon such terms and in such manner as Secured Party may determine and Secured Party is authorized to purchase same at any such sale. Prior to any sale, Secured Party may, at its option, complete the processing of any

Collateral or the repair or reconditioning of Collateral to such extent as Secured Party may deem advisable and any sums expended therefor by Secured Party shall immediately be repaid by Debtor. Secured Party may take possession of Debtor's premises to complete such processing, repairing and reconditioning, using the facilities on the property of Debtor so to do, to store any Collateral subject to Secured Party's security interest and to conduct any sale as provided for herein, all without compensation to Debtor.

The net Proceeds of any sale or sales as hereinabove described shall be applied against the Indebtedness owed by Debtor to Secured Party hereunder in any order of priority the Secured Party, in Secured Party's sole discretion, determines. Debtor shall forthwith pay to Secured Party any deficiency upon demand and shall be entitled to any surplus resulting from the sale or sales. Demand of performance, advertisement or presence of property at any sale or sales are hereby waived and the Secured Party is hereby authorized to sell hereunder any evidence of debt assigned to Secured Party if Secured Party does not exercise Secured Party's right to collect on such evidence of debt. All demands and presentments of any kind or nature are expressly waived by the Debtor. Debtor hereby waives any right to require Secured Party to proceed against any particular Collateral it may hold. Debtor waives the right to require Secured Party to pursue any other remedy for the benefit of Debtor and agrees that Secured Party may proceed against Debtor for the amount of Indebtedness without taking any action against any other party and without selling or otherwise proceeding against or applying any security it may hold, including, but not limited to, the Collateral. Secured Party shall have the right to enforce any one or more remedies

hereunder, successively or concurrently, and any such action shall not estop or prevent Secured Party from pursuing a further remedy which it may have hereunder by law; and all remedies, either under the Agreement or by law or otherwise afforded to Secured Party shall be cumulative and not alternative.

9. Additional Covenants

Debtor covenants and agrees:

(a) Verification: To permit representatives of Secured Party to inspect Debtor's books, records and files and make extracts at any reasonable time.

(b) Inspection: To allow and arrange for Secured Party at any reasonable time, through a duly authorized representative or representatives, to inspect any Collateral at any premises or facilities of Debtor or elsewhere.

(c) Legal Process: To promptly notify Secured Party of any attachment or other legal process levied against any Collateral and any information received by Debtor that may in any way affect the value of Collateral or the rights and remedies of Secured Party in Collateral.

(d) Operation and Location: To register, use, operate and control the Collateral in accordance with all statutes, laws, ordinances and regulations relating to the registration, use or control of said Collateral; that Debtor will neither use, nor permit the Collateral to be used for any unlawful purpose; nor remove or permit the Collateral to be removed from the State of California without the prior written consent of Secured Party.

10. Waiver

No delay or omission to exercise any right, power or remedy accruing to Secured Party upon default of Debtor under this Agreement shall impair any such

right, power or remedy of Secured Party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of acquiescence in any similar breach or default thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of Secured Party, of any breach or default under this Agreement, or any waiver on the part of Secured Party, of any provision or condition to this Agreement, must be in writing and shall be effective only to the extent of such writing specifically set forth.

11. Miscellaneous

(a) Governing Law: This Agreement shall be governed by and construed according to the laws of the State of California.

(b) Captions: The captions used in this Agreement are for the convenience of the parties. The captions are not to be utilized to construe or interpret the provisions of this Agreement.

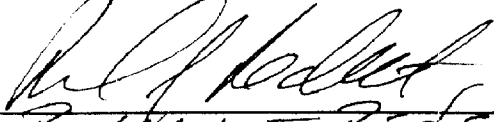
(c) Debtor and Secured Party: The words "Debtor" and "Secured Party", as used herein, shall be construed to include the heirs, legatees, devisees, administrators, executors, successors and assigns of Debtor and Secured Party. Debtor may not assign this Agreement or any of the rights of Debtor hereunder without the prior written consent of Secured Party. Whenever the context so requires, the singular number includes the plural and vice versa.

(d) Expenses, Costs, and Attorney's Fees: Debtor shall pay on demand any and all costs and expenses, including, without limitation, reasonable attorneys fees, incurred by Secured Party in connection with the administration of this Agreement and enforcement and protection of the rights of Secured Party under this

Agreement, including the protection of the rights of Secured Party in any Federal, State, Bankruptcy, Reorganization or Insolvency proceeding.

DEBTOR:

TETHERLESS ACCESS, LTD.
a California corporation

By: 
Name: Richard J Redett
Title: Chief Financial Officer

SECURED PARTY:

TAL ASIA LIMITED

By: _____
Name: _____
Title: _____

This **FINANCING STATEMENT** is presented for filing and will remain effective, with certain exceptions, for five years from the date of filing, pursuant to Section 9403 of the California Uniform Commercial Code.

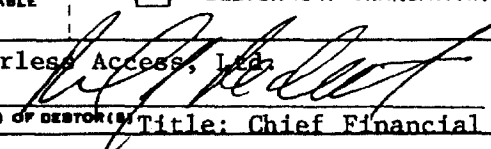
1. DEBTOR (LAST NAME FIRST—IF AN INDIVIDUAL) Tetherless Access, Ltd.		1A. SOCIAL SECURITY OR FEDERAL TAX NO.	
1B. MAILING ADDRESS 930 East Arques Ave		1C. CITY, STATE Sunnyvale, CA	1D. ZIP CODE 94086-4552
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST—IF AN INDIVIDUAL) N/A		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
2B. MAILING ADDRESS		2C. CITY, STATE	2D. ZIP CODE
3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY) N/A		3A. FEDERAL TAX NUMBER	
4. SECURED PARTY NAME TAL Asia Limited MAILING ADDRESS Level 7, 575 Bourke St CITY Melbourne STATE Australia		4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	

6. This **FINANCING STATEMENT** covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).

Debtor grants creditor a security interest in all of its interest in all of the following, whether now owned or hereafter acquired or arising: All ACCOUNTS; CHATTEL PAPER; GOODS; INVENTORY; EQUIPMENT; GENERAL INTANGIBLES (including without limitation all applications and registrations for patents, copyrights and trademarks and all trade secrets); INSTRUMENTS, DEPOSIT ACCOUNTS, DOCUMENTS OF TITLE; CERTIFICATED AND UNCERTIFICATED SECURITIES; ALL RIGHTS TO PAYMENT, together with all PROCEEDS, RENTS AND PROFITS of the foregoing.

7. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	7A. <input checked="" type="checkbox"/> PRODUCTS OF COLLATERAL ARE ALSO COVERED	7B. DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 8(a) ITEM: <input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4)
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8. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	<input type="checkbox"/> DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC § 9105 (1) (n)
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9. Tetherless Access, Ltd.
By:  DATE: May 2, 1996
SIGNATURE(S) OF DEBTOR(S) Title: Chief Financial Officer

Tetherless Access, Ltd.

TYPE OR PRINT NAME(S) OF DEBTOR(S)

Signature not required

SIGNATURE(S) OF SECURED PARTY(IES)

TAL Asia Limited

TYPE OR PRINT NAME(S) OF SECURED PARTY(IES)

1. Return copy to:

NAME ☐
ADDRESS ☐
CITY ☐
STATE ☐
ZIP CODE ☐

(1) FILING OFFICER COPY

FORM UCC-1
Approved by the Secretary of State

10. THIS SPACE FOR USE OF FILING OFFICER
(DATE, TIME, FILE NUMBER
AND FILING OFFICER)

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RECORDED: 11/18/1999

PATENT
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