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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
☐ Resubmission (Non-Recordation)
Document ID #
☐ Correction of PTO Error
Reel # Frame #
☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☐ Assignment ☒ Security Agreement
☐ License ☐ Change of Name
☐ Merger ☐ Other

U.S. Government

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- ☐ Departmental File ☐ Secret File

Conveying Party(ies)

- ☐ Mark if additional names of conveying parties attached

Name (line 1)

Execution Date
Month Day Year
10 12 2000

Name (line 2)

Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Receiving Party

- ☒ Mark if additional names of receiving parties attached

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT
REEL: 011204 FRAME: 0200

Correspondent Name and Address

Area Code and Telephone Number

(312) 715-4522

Name Gary R. Jarosik

Address (line 1) Alzheimer & Gray

Address (line 2) 10 S. Wacker Drive

Address (line 3) Suite 4000

Address (line 4) Chicago, IL 60606

Pages

Enter the total number of pages of the attached conveyance document including any attachments

10

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached.

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

08/998,183

Patent Number(s)

5,752,186

5,867,780

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application
Number as not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

3

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 120.00

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

011,156

Authorization to charge additional fees:

Yes ☒

No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Gary R. Jarosik

Name of Person Signing

Gary Jarosik
Signature

October 23, 2000

Date

**RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY**

U.S. Department of Commerce
Patent and Trademark Office
PATENT

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Name (line 1)	<input type="text"/>	Execution Date Month Day Year <input type="text"/>
Name (line 2)	<input type="text"/>	
Name (line 1)	<input type="text"/>	Execution Date Month Day Year <input type="text"/>
Name (line 2)	<input type="text"/>	
Name (line 1)	<input type="text"/>	Execution Date Month Day Year <input type="text"/>
Name (line 2)	<input type="text"/>	

Receiving Party(ies)

☐ Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)	<input type="text" value="Com Ventures V, L.P."/>	<input type="checkbox"/> If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)		
Name (line 2)	<input type="text"/>			
Address (line 1)	<input type="text" value="505 Hamilton Avenue"/>			
Address (line 2)	<input type="text" value="Suite 305"/>			
Address (line 3)	<input type="text" value="Palo Alto"/>	<input type="text" value="California"/>	<input type="text" value="94301"/>	Zip Code
	City	State/Country		
Name (line 1)	<input type="text"/>	<input type="checkbox"/> If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)		
Name (line 2)	<input type="text"/>			
Address (line 1)	<input type="text"/>			
Address (line 2)	<input type="text"/>			
Address (line 3)	<input type="text"/>			
	City	State/Country	<input type="text"/>	Zip Code

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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AMENDED SECURITY INTEREST IN PATENTS

THIS AMENDED SECURITY INTEREST IN PATENTS ("Amended Security Interest In Patents"), dated as of October 16, 2000, is made between ewireless, inc., a Delaware corporation ("Grantor") in favor of VIGIC Services, L.L.C., a Delaware limited liability company and ComVentures V., L.P., a California limited partnership (collectively, the "Secured Parties").

WHEREAS, Grantor agreed to perform certain undertakings and obligations in favor of or for the benefit of the GTCR Fund VII, L. P. and GTCR Co-Invest, L. P. (collectively, "GTCR" or "Original Secured Parties") which were the original holders of Grantor's shares of Series B Preferred Stock and in connection therewith filed an Security Interest in Patents (the "Original Security Interest In Patents") dated May 5, 2000 with the United States Patent and Trademark Office ("PTO");

WHEREAS, GTCR has transferred all the shares of the Series B Preferred Stock and assigned all rights and obligations associated with the ownership of such shares of Series B Preferred Stock, including, without limitation, its rights and obligations under the Basic Documents (as defined below), to VIGIC Services, L.L.C. ("VIGIC") and Grantor, GTCR and VIGIC have agreed to amend and restate the Original Security Interest In Patents to reflect this transfer and assignment and to substitute VIGIC for GTCR for all purposes under the Basic Documents and the Original Security Interest In Patents;

WHEREAS, in connection with issuance of Grantor's shares of Series C Preferred Stock, Grantor has agreed to perform certain undertakings and obligations in favor of or for the benefit of ComVentures V, L. P. pursuant to Grantor's Second Amended and Restated Certificate of Incorporation with respect to the rights, preferences, privileges, restrictions and other matters relating to the Series C Preferred Stock as defined therein (such terms, along with the "B Terms" (as defined in the Original Security Interest in Patents), as both may be amended, modified or supplemented from time to time, being herein called the "Terms");

WHEREAS, in connection with the Terms, Grantor has executed and delivered to the Secured Parties an Amended and Restated Patent Security Agreement of even date herewith (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, in conjunction with the Security Agreement, Grantor is required to execute and deliver this Amended Security Interest In Patents to extent the benefit of the Original Security Interest in Patents to ComVentures V, L. P.;

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Amended Security Interest In Patents; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Amended Security Interest In Patents, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement or if not defined therein, then in the Terms (collectively, the "Basic Documents").

SECTION 2. Grant of Security Interest. As security for the full and timely payment, observance and performance of the Secured Obligations as more fully set forth in the Security Agreement, Grantor hereby grants to the Secured Parties a continuing security interest in and a right of setoff against, all of Grantor's right, title and interest in the Patents (including, without limitation, those items listed on Schedule A hereto).

SECTION 3. Purpose. This Amended Security Interest In Patents has been executed and delivered by Grantor for the purpose of registering with PTO the grant of a security interest herein and in the Security Agreement. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Parties under the Security Agreement with respect to the Collateral (as defined therein). The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its respective terms.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Patents granted hereby are more fully set forth in the Basic Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Filing this Amended Security Interest In Patents. The party that files this Amended Security Interest In Patents with the PTO shall: (i) complete accurately, and include as part of such filing, the PTO's "Recordation Form Cover Sheet" for patents and shall indicate on such cover sheet that the nature of the conveyance is a security agreement; (ii) provide the other party hereto with copies of such filings; and (iii) pay all applicable filing fees.

SECTION 6. Counterparts. This Amended Security Interest In Patents may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 7. Entire Agreement; Superseding Effect. This Agreement, together with the Basic Documents and all Exhibit hereto or thereto, constitute the entire agreement of the parties hereto with respect to the subject matter hereof. The terms of this Agreement shall supersede all terms and provisions of the Original Security Interest In Patents, and the Original Security Interest In Patents is hereby terminated and voided in all respect.

* * * * *

IN TESTIMONY WHEREOF, the Grantor and the Secured Parties have caused this Amended Security Interest In Patents to be signed and executed by the undersigned officers thereunto duly authorized this ____ day of October, 2000.

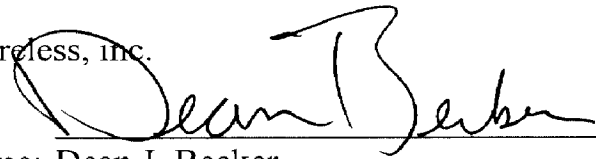
Grantor:

ewireless, inc.

By:

Name: Dean J. Becker

Its: President



Secured Parties:

VIGIC Services, L.L.C.

By: _____

Name: _____

Its: _____

ComVentures V, L. P.

By: _____

Name: _____

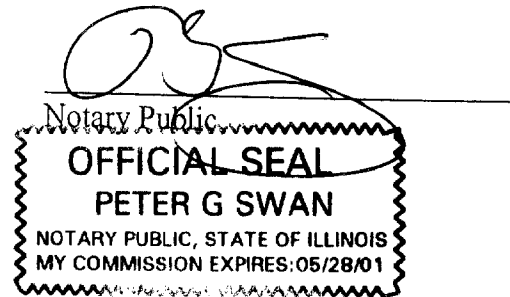
Its: _____

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

On this 12 day of October, 2000, there appeared before me Dean J. Becker, personally known to me, who acknowledged that he/she signed the foregoing Amended Security Interest In Patents as his/her voluntary act and deed on behalf and with full authority of ewireless, inc.



STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

On this ___ day of October, 2000, there appeared before me _____, personally known to me, who acknowledged that he/she signed the foregoing Amended Security Interest In Patents as his/her voluntary act and deed on behalf and with full authority of VIGIC Services, L.L.C..

Notary Public

STATE OF CALIFORNIA)

) SS

COUNTY OF _____)

On this ___ day of October, 2000, there appeared before me _____, personally known to me, who acknowledged that he/she signed the foregoing Amended Security Interest In Patents as his/her voluntary act and deed on behalf and with full authority of ComVentures V, L.P..

Notary Public

IN TESTIMONY WHEREOF, the Grantor and the Secured Parties have caused this Security Interest In Patents to be signed and executed by the undersigned officers thereunto duly authorized this 12 day of October, 2000.

Grantor:

ewireless, inc.

By: _____
Name: Dean J. Becker
Its: President

Secured Parties:

VIGIC Services, L.L.C.

By: _____
Name: James E. MacFarland
Its: PRINCIPAL

ComVentures V, L. P.

By: _____
Name: _____
Its: _____

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

On this ____ day of October, 2000, there appeared before me Dean J. Becker, personally known to me, who acknowledged that he/she signed the foregoing Amended Security Interest In Patents as his/her voluntary act and deed on behalf and with full authority of ewireless, inc.

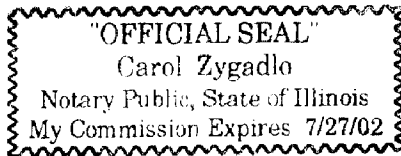
Notary Public

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

On this 12 day of October, 2000, there appeared before me James Malackowski, personally known to me, who acknowledged that he/she signed the foregoing Amended Security Interest In Patents as his/her voluntary act and deed on behalf and with full authority of VIGIC Services, L.L.C..




Notary Public

STATE OF CALIFORNIA)

) SS

COUNTY OF SANTA CLARA)

On this ____ day of October, 2000, there appeared before me _____, personally known to me, who acknowledged that he/she signed the foregoing Amended Security Interest In Patents as his/her voluntary act and deed on behalf and with full authority of ComVentures V, L.P..

Notary Public

IN TESTIMONY WHEREOF, the Grantor and the Secured Parties have caused this Amended Security Interest In Patents to be signed and executed by the undersigned officers thereunto duly authorized this ____ day of October, 2000.

Grantor:

ewireless, inc.

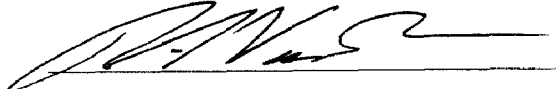
By: _____
Name: Dean J. Becker
Its: President

Secured Parties:

VIGIC Services, L.L.C.

By: _____
Name: _____
Its: _____

ComVentures V, L. P.

By:  _____
Name: _____
Its: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

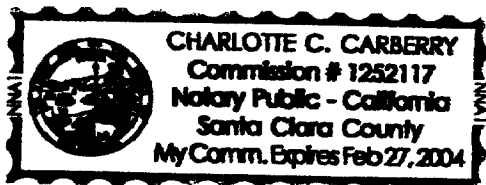
State of California

County of Santa Clara

On October 13, 2000 before me, * * CHARLOTTE C. CARBERRY, NOTARY PUBLIC, * *
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared * * * * * ROLAND A. VANDERMEER * * * * *
Name(s) of Signer(s)

~~personally known to me~~ ~~OR~~ ☒ I proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Charlotte Carberry
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing:

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing:

Original Secured Parties:

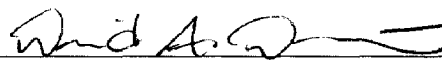
GTCCR FUND VII, L.P.

By: GTCCR Partners VII, L.P.

Its: General Partner

By: GTCCR Golder Rauner, L.L.C.

Its: General Partner

By: 

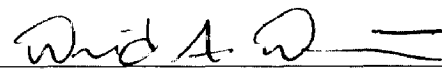
Name: _____

Its: Principal

GTCCR CO-INVEST, L.P.

By: GTCCR Golder Rauner, L.L.C.

Its: General Partner

By: 

Name: _____

Its: Principal

SCHEDULE A**PATENTS**

TITLE	PATENT NO.	ISSUE DATE
Access Free Wireless Telephony Fulfillment Service System	5,752,186	May 12, 1998
Access Free Wireless Telephony Fulfillment Service System	5,867,780	February 2, 1999

PATENT APPLICATIONS

TITLE	SERIAL NO.	FILING DATE
System and Method of Providing Advertising Information to a Subscriber through a Wireless Device	08/998,183	October 18, 1999