FORM PTO-1619A Expires 06/30/99	11-08-2000	U.S. Department of Commerce Patent and Trademark Office PATENT
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TO: The Commissioner of Patents and Trademark		ument(s) or copy(ies).
Submission Type	Conveyance Type	
⊠ New	☐ Assignment ☐ Securit	ry Agreement
Resubmission (Non-Recordation) Document ID #	☐ License ☐ Change	e of Name
Correction of PTO Error	☐ Merger ☐ Other	
Reel # Frame	U.S. Gov	ernment
Corrective Document	(For Use ONLY by U.S.	
Reel # Frame #	Departmental File	Secret File
Conveying Party(ies)	☐ Mark if additional names of convey	ing parties attached
,	iviant ir additional maries of conveys	Execution Date
Name (line 1) ewireless, inc.		Month Day Year 10 12 2000
controlled, no.		10 12 2000
Name (line 2)		
Second Party		Execution Date
Name (line 1)		Month Day Year
, ,		
Name (line 2)		
Receiving Party	Mark if additional names ■	of receiving parties attached
Name (line 1) VIGIC Services, L.L.C.		
		If document to be recorded is an assignment and the
Name (line 2)		receiving party is not domiciled in the United States,
		an appointment of a domestic representative is attached.
Address (line 1) 6100 Sears Tower		(Designation must be a
Address (line 2)		separate document from Assignment.)
, (dai 656 (iii 6 2)		
Address (line 3) Chicago	Illinois	60606
City	State/Country	Zip Code
Domestic Representative Name and A	Address Enter for the first Received	ring Party only.
Name		
Address (line 1)		
Address (line 2)		
Address (line 3)		
Address (line 4)		
	FOR OFFICE USE ONLY	

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

FORM PTO-16 Expires 06/30/99 OMB 0651-0027	19B	Page 2	U.S. Department of Commerce Patent and Trademark Office PATENT
Corresponden	t Name and Addres	SS Area Code and Telephone Numb	oer (312) 715-4522
Name	Gary R. Jarosik		
Address (line 1)	Altheimer & Gray		
Address (line 2)	10 S. Wacker Drive)	
Address (line 3)	Suite 4000		
Address (line 4)	Chicago, IL 60606		
Pages	Enter the total numb	per of pages of the attached conveyar ments	nce document # 10
Application Nu	mber(s) or Patent I	Number(s)	dditional numbers attached.
		per or the Patent Number (DO NOT ENTER E	BOTH numbers for the same property).
	t Application Number(s)	Patent Number(s)
08/998,183		5,752,186	5,867,780
If this document is bein signed by the first name		atent Application, enter the date the patent a	pplication was Month Day Year
Patent Coopera	tion Treaty (PCT)		
	T application number	PCT PCT	PCT
	U.S. Application as not been assigned.	PCT PCT	PCT
Number of Prop	perties Enter t	the total number of properties involve	ed. # 3
Fee Amount	Fee Am	ount for Properties Listed (37 CFR 3.	41): \$ 120.00
Method of	Payment:	Enclosed 🛛 Deposit Account	
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Enter for pay	ment by deposit account or i Deposit	f additional fees can be charged to the accou t Account Number:	# 011,156
	Authori	zation to charge additional fees:	Yes 🛛 No 🗌
Statement and	Signature		
		belief, the foregoing information is to be original document. Charges to dep	rue and correct and any osit account are authorized, as
indicated	herein.	L. T.	ا
O D. Jaronik		and Vaid	October 23, 2000
Gary R. Jarosik Name of Pers	on Signing	Signature	Date
Maine of Feis			1

FORM PTO-1619A Expires 06/30/99

RECORDATION FORM COVER SHEET CONTINUATION PATENTS ONLY

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

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Name (line 2)			
Receiving Party(ie	es)	☐ Mark if additional i	names of receiving parties attached
Enter additional Red	ceiving Party(ies)		0 , =========
Name (line 1)	Com Ventures V, L.P.		If document to be recorded
			is an assignment and the
Name (line 2)			receiving party is not domiciled in the United
			States, an appointment of a domestic
Address (line 1)	505 Hamilton Avenue		representative is attached.
			(Designation must be a separate document from
Address (line 2)	Suite 305		Assignment.)
Address (line 3)	Palo Alto	California	94301
Address (iiie 3)	City	State/Country	Zip Code
	Oily .		
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Name (line 2)			domiciled in the United States, an appointment
			of a domestic
Address (line 1)			representative is attached. (Designation must be
			a separate document from
Address (line 2)			Assignment.)
Address (line 3)			
, (da) 000 (iii) 0)	City	State/Country	Zip Code
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Enter either the	Patent Application Number or the	Patent Number (DO NOT ENTER BOT	H numbers for the same property).
Patent	Application Number(s)		Patent Number(s)
			1

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 Untied 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. <u>Definitions</u>. 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. <u>Grant of Security Interest</u>. 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. <u>Purpose</u>. 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. <u>Acknowledgment</u>. 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. <u>Counterparts</u>. 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.

* * * * *

- 2 -

	OF, the Grantor and the Secured Parties have In Patents to be signed and executed by the red thisday 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		
COUNTY OF COOK) SS)	
known to me, who ackno	wledged that he/she s	peared before me Dean J. Becker, personally signed the foregoing Amended Security Interest behalf and with full authority of ewireless, inc.
STATE OF ILLINOIS COUNTY OF COOK On this day of Octo known to me, who acknow In Patents as his/her volume. Services, L.L.C	wledged that he/she si	Notary Public OFFICIAL SEAL PETER G SWAN NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:05/28/01 peared before me, personally igned the foregoing Amended Security Interest on behalf and with full authority of VIGIC
		Notary Public
STATE OF CALIFORNIA	A)) SS)	
On this day of Octoon this day of Octoon to me, who acknow in Patents as his/her volunty, L.P	vledged that he/she si	gned the foregoing Amended Security Interest behalf and with full authority of ComVentures
		Notary Public

Grantor:	ewireless, inc.
	By: Name: Dean J. Becker Its: President
Secured Parties:	VICTO Services, L.L.C. By: Name: Asses E. Masset with Its: Paincipar
	ComVentures V, L. P. By: Name: Its:

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 Aday of October, 2000.

STATE OF ILLINOIS)	
COUNTY OF COOK) SS)	
	ed the foregoing Amended Secu	ean J. Becker, personally known to me, who urity Interest In Patents as his/her voluntary act and
		Notary Public
		•
STATE OF ILLINOIS)) SS	
COUNTY OF COOK)	
acknowledged that he/she sign	000, there appeared before me Janed the foregoing Amended Secunthority of VIGIC Services, L.L	ames Malackowski, personally known to me, who arity Interest In Patents as his/her voluntary act and C
"OFFICIAL SEAL Carol Zygadlo Notary Public, State of I My Commission Expires	llinois	Notary Public Mygadis
STATE OF CALIFORNI	(A)) SS	
COUNTY OF SANTA C	,	
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Notary Public

caused this Amended Security Interest I undersigned officers thereunto duly authoriz	In Patents to be signed and executed by the zed thisday 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.

IN TESTIMONY WHEREOF, the Grantor and the Secured Parties have

.-PURPOSE ACKNOWLEDGMENT

and acknowledged to me that he/she/they- executed same in his/hrer/their authorized capacity(tee), and the his/hrer/their signature(s) on the instrument the person or the entity upon behalf of which the person or the entity upon behalf of which the person or the entity upon behalf of which the person or the entity upon behalf of which the person(s) ac executed the instrument. WITNESS my hand and official seal. WITNESS my hand and official seal. OPTIONAL Though the information below is not required by law, it may prove valuable to persons relying on the document and could prefraudulent removal and reattachment of this form to another document. Description of Attached Document Title or Type of Document: Document Date: 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 RICHT THUNDERINT Guardian or Conservator		
On October 13, 2000 before me, ** CHARLOTTE C. CARBERRY, NOTARY PUBL. Description of Attached Document Title or Type of Document: Document Date: Signer's Name: Individual Corporate Officer Title(s): Partner — Limited General Attorney-in-Fact Trustee Guardian or Conservator Other: Other Individual Corporate Officer Title(s): Partner — Limited General Attorney-in-Fact Trustee Guardian or Conservator Other: Personally appeared ** * * * * * * * * * * * * * * * * *	State ofCalifornia	
personally appeared ** * * * * * * * * * * * * * * * * *	County of <u>Santa Clara</u>	
personally appeared ** * * * * * * * * * * * * * * * * *	On October 13, 2000 before	me, * * CHARLOTTE C. CARBERRY, NOTARY PUBLIC
Personally known to me — QR — [X proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrumant and acknowledged to me that he/she/they-executed same in his/ter/their authorized capacity(tee), and that his/ter/their signature(s) on the instrument the person or the entity upon behalf of which the person(s) ac executed the instrument. WITNESS my hand and official seal. OPTIONAL Though the information below is not required by law, it may prove valuable to persons relying on the document and could pre fraudulent removal and reattachment of this form to another document. Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Individual Corporate Officer Title(s): Partner — Limited General Individual Corporate Officer Title(s): Partner — Limited General Attorney-in-Fact Trustee Guardian or Conservator Other: Other: Other:	Date	Name and Title of Officer (e.g., "Jane Doe, Notary Public")
whose name(s) is/are subscribed to the within instrun and acknowledged to me that he/she/they-executed same in his/her/their authorized capacity(fige), and the his/her/their authorized capacity(fige), and the his/her/their signature(s) on the instrument the person or the entity upon behalf of which the person(s) ac executed the instrument. WITNESS my hand and official seal. WITNESS my hand and official seal. OPTIONAL Though the information below is not required by law, it may prove valuable to persons relying on the document and could pre fraudulent removal and reattachment of this form to another document. Description of Attached Document Title or Type of Document: Document Date: 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 Guardian or Conservator Guardian or Conservator Other: Individual Corporate Officer Title(s): Quardian or Conservator Guardian or Conservator Other: Individual Corporate Officer Corporate Officer		Name(s) of Signer(s)
Notice Public - Conformed Southor Cloans Conformed Confo		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(tes), 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
MyComm. Biptes Feb 27, 2004 Caulatte 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 present 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 THUMBPAINT OF SIGNER Top of thumb here	Commission # 1252117 Notary Public - California	WITNESS my hand and official seal
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Original Secured Parties: GTCR FUND VII, L.P. GTCR Partners VII,. L.P. By: General Partner Its: GTCR Golder Rauner, L.L.C. By: Its: General Partner By: Name: Principal Its: GTCR CO-INVEST, L.P. GTCR Golder Rauner, L.L.C. By:

Its:

By: Name:

Its:

General Partner

Principal

SCHEDULE A

PATENTS

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

PATENT APPLICATIONS

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

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PATENT
RECORDED: 10/26/2000 REEL: 011204 FRAME: 0212