

4-19-01

FORM PTO-X1619A
Expires 06/30/99
OMB 0651-0027

05-03-2001



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

101700086

RECORDATION FORM COVER SHEET PATENTS ONLY

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

Submission Type	Conveyance Type
<input type="checkbox"/> New <input checked="" type="checkbox"/> Resubmission (Non-Recordation) Document ID # <u>101592352</u> <input type="checkbox"/> Correction of PTO Error Reel # <input type="text"/> Frame # <input type="text"/> <input type="checkbox"/> Corrective Document Reel # <input type="text"/> Frame # <input type="text"/>	<input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> License <input type="checkbox"/> Change of Name <input type="checkbox"/> Merger <input type="checkbox"/> Other <input type="text"/> U.S. Government (For Use ONLY by U.S. Government Agencies) <input type="checkbox"/> Departmental File <input type="checkbox"/> Secret File

Conveying Party(ies) ☐ Mark if additional names of conveying parties attached

Name (Line 1) Wireless Internet, Inc. Execution Date Month 12 Day 13 Year 2000

Name (Line 2) dba Airmedia.com

Second Party Execution Date Month Day Year

Name (Line 1)

Name (Line 2)

Receiving Party ☐ Mark if additional names of conveying parties attached

Name (Line 1) Verus International Group Limited ☒ 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)

Address (Line 1) Ugland House, South Church Street

Address (Line 2)

Address (Line 3) Grand Cayman Cayman Islands Zip Code

City State/Country

Domestic Representative Name and Address Enter for the first Receiving Party only.

Name Jessica Stone Levy

Address (Line 1) Preston gates & Ellis LLP

Address (Line 2) 701 Fifth Avenue

Address (Line 3) Suite 5000

Address (Line 4) Seattle, WA 98107

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Public burden reporting for this collection 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

PATENT
REEL: 011742 FRAME: 0032

Correspondent Name and Address

Area Code and Telephone Number **(206) 623-7580**

Name **Jessica Stone Levy**
Address (Line 1) **Preston Gates & Ellis LLP**
Address (Line 2) **701 Fifth Avenue**
Address (Line 3) **Suite 5000**
Address (Line 4) **Seattle, WA 98104**

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

8

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)

08970655

09588515

09350468

6021433

09350467

60168365

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
has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

6

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:
Deposit Account

Enclosed ☐

Deposit Account ☐

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

Deposit Account Number:

#

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.

Jessica Stone Levy
Name of Person Signing

Signature

Date

4/19/01

01-24-2001

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Expires 06/30/99
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PATENTS ONLY****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
(For Use ONLY by U.S. Government Agencies)

☐ **Departmental File** ☐ **Secret File**

Conveying Party(ies)☐ Mark if additional names of conveying parties attached**Name** (Line 1) **Name** (Line 2) **Execution Date**
Month Day Year
 Second Party**Name** (Line 1) **Name** (Line 2) **Execution Date**
Month Day Year
 Receiving Party☐ Mark if additional names of conveying 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) **FOR OFFICE USE ONLY**01/23/2001 DBYRNE 00000177 162456 08970655
01 FC:581 100.00 CH 140.00 DP

Public burden reporting for this collection 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, k Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231**PATENT**
REEL: 011742 FRAME: 0034

Correspondent Name and Address

Area Code and Telephone Number **(206) 623-7580**

Name **Jessica Stone Levy**
Address (Line 1) **Preston Gates & Ellis LLP**
Address (Line 2) **701 Fifth Avenue**
Address (Line 3) **Suite 5000**
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Patent Application Number(s)

Patent Number(s)

08970655	09588515	09350468	6021433	<input type="text"/>	<input type="text"/>
09350467	60168365	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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

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

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

6

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ **140.00**

Method of Payment:
Deposit Account

Enclosed ☒

Deposit Account ☐

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

Deposit Account Number:

162456

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.

Jessica Stone Levy
Name of Person Signing

Jessica Stone Levy
Signature

4/19/01
Date

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of December 13, 2000, is made by WIRELESS INTERNET, INC., a Delaware Corporation d/b/a Airmedia. com (the "Grantor"), in favor of Verus International Group Limited (the "Secured Party").

W I T N E S S E T H :

WHEREAS, pursuant to a Binding Letter of Commitment, dated as of November 30, 2000 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Binding Letter of Commitment"), among the Grantor and the Secured Party, the ~~Secured Party~~ Secured Party has made loans and agreed to make additional loans ("Credit Extensions") to the Grantor;

WHEREAS, in connection with the Binding Letter of Commitment, the Grantor has executed and delivered a Borrower Security Agreement, dated as of December 1, 2000 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the Credit Extensions (including the initial Credit Extension) under the Binding Letter of Commitment, the Grantor is required to execute and deliver this Agreement and to grant to the Secured Party a continuing security interest in all of the Patent Collateral (as defined below) to secure all Secured Obligations;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;
and

WHEREAS, it is in the best interests of the Grantor to execute this Security Agreement inasmuch as the Grantor will derive substantial direct and indirect benefits from the Credit Extensions made from time to time to it by the Secured Party pursuant to the Binding Letter of Commitment;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Credit Extensions (including the initial Credit Extension) to it pursuant to the Binding Letter of Commitment, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1.1 Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 1.2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Patent Collateral"), whether now owned or hereafter acquired or existing by it:

1.2.1 all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Item A of Attachment 1 attached hereto;

1.2.2 all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a);

1.2.3 all patent licenses, including each patent license referred to in Item B of Attachment 1 attached hereto; and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Item A of Attachment 1 attached hereto, and for breach or enforcement of any patent license, including any patent license referred to in Item B of Attachment 1 attached hereto, and all rights corresponding thereto throughout the world.

SECTION 2. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Party in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party for its benefit and the benefit of the Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Release of Security Interest. Upon payment in full in cash (or other satisfaction in full) of all Secured Obligations, and the termination of all obligations to make Credit Extensions, the Secured Party shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Patent Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Definitive Agreement, etc. This Agreement is a Definitive Agreement executed pursuant to the Binding Letter of Commitment and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WIRELESS INTERNET, INC.

By 

Name: Mark Bregman

Title: Chief Executive Officer

VERUS INTERNATIONAL GROUP LIMITED

By 

Name: James M. Arkoosh

Title: Chief Operating Officer

Item A. Patents

Issued Patents

<u>Country</u>	<u>Patent #</u>	<u>Issue Date</u>	<u>Inventors</u>	<u>Title</u>
UNITED STATES	6,021,433	2/1/00	various employees	SYSTEM AND METHOD FOR TRANSMISSION

Pending Patents Applications

	<u>Country</u>	<u>Serial #</u>	<u>Filing Date</u>	<u>Inventors</u>	<u>Title</u>
	UNITED STATES	08/970,655	11/14/97	various employees	CONTACT ALERTS FOR UNCONNECTED US
	UNITED STATES	09/588,515	6/6/00	various employees	CONTACT ALERTS FOR UNCONNECTED US
	UNITED STATES	09/350,468	7/9/99	various employees	SYSTEM AND METHOD FOR TRANSMISSION
	UNITED STATES	09/350,467	7/9/99	various employees	SYSTEM AND METHOD FOR TRANSMISSION
	AUSTRALIA	17543/97	1/24/97	various employees	SYSTEM AND METHOD FOR TRANSMISSION
	CANADA	2,243,555	1/24/97	various employees	SYSTEM AND METHOD FOR TRANSMISSION
(published)	CHINA	97193363	1/24/97	various employees	SYSTEM AND METHOD FOR TRANSMISSION
(published)	EUROPEAN PATENT	97904864	1/24/97	various employees	SYSTEM AND METHOD FOR TRANSMISSION
(published)	HONG KONG	99105366	11/19/99	various employees	SYSTEM AND METHOD FOR TRANSMISSION
	UNITED STATES	60/168,365	12/1/99	various employees	IMPROVEMENTS IN REMOTE CALL-TO-ACT

Item B. Patent Licenses

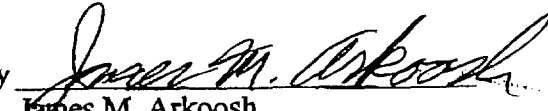
none

DESIGNATION OF DOMESTIC REPRESENTATIVE

Preston Gates & Ellis LLP, whose postal address is 5000 Bank of America Tower, 701 Fifth Avenue, Seattle, Washington 98104-7078, is hereby designated applicant's representative upon whom notice or process in proceedings affecting the properties in Schedules A and B may be served.

DATED this 3 day of January, 2001.

VERUS INTERNATIONAL GROUP LIMITED

By 
James M. Arkoosh
Chief Financial Officer

K:\42006\00002\XH\KF\XH\KFO21E1

SCHEDULE A

TRADEMARK	Serial No. / Reg. No.	Filing Date / Reg. Date
AIRMEDIA LIVE INTERNET BROADCAST NETWORK	75/327,163	7/18/97
INTERNET ANTENNA	75/323,379	7/11/97
ADVISE!	1,901,624	6/27/95
AIRMEDIA	2,236,962	4/6/99
AIRMEDIA	2,232,493	3/16/99
AIRMEDIA	2,116,648	11/25/97
AIRMEDIA	2,275,122	9/7/99
AIRMEDIA LIVE!	2,253,920	6/15/99
CYBERSPACE DOORBELL	2,185,824	9/1/98
DOS PAGE	1,935,729	11/14/95
MACPAGE	1,717,732	9/22/92
MAILNOTIFY!	1,893,034	5/9/95
NOTIFY!	1,745,119	1/5/93
POCKETCALL	1,892,040	5/2/95
UPDATE!	1,773,476	5/25/93

SCHEDULE B

PATENT TITLE	Serial No. / Patent No.	Filing Date / Issue Date
CONTACT ALERTS FOR UNCONNECTED US	08/970,655	11/14/97
CONTACT ALERTS FOR UNCONNECTED US	09/588,515	6/6/00
SYSTEM AND METHOD FOR TRANSMISSION	09/350,468	7/9/99
SYSTEM AND METHOD FOR TRANSMISSION	09/350,467	7/9/99
IMPROVEMENTS IN REMOTE CALL-TO-ACT	60/168,365	12/1/99
SYSTEM AND METHOD FOR TRANSMISSION	6,021,433	2/1/00