

08-05-2002

Form PTO-1595
(Rev. 03/01)

RECO



OMB No. 0651-0027 (exp. 5/31/2002)

102177957

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office
Docket No.: 357160/017

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Axiom Navigation, Inc.

8-5-02

Em

8-2-02

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other

Execution Date: Effective Date June 21, 2002

2. Name and address of receiving party(ies)

Name: Ing Furman Selz Investors III L.P.Internal Address: 520 Madison Avenue

Street Address:

City: New York State: NY Zip: 10022Additional name(s) & address(es) attached? ☒ Yes ☐ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

see schedule attached

B. Patent No.(s)

see schedule attached

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Heather L. Danzig Esq.Internal Address: Stroock & Stroock & Lavan LLPStreet Address: 180 Maiden LaneCity: New York State: NY Zip: 100386. Total number of applications and patents involved: 187. Total fee (37 CFR 3.41).....\$ 720.00

Enclosed



Authorized to be charged to deposit account

8. Deposit account number:

19-4709

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.*Heather L. Danzig

Name of Person Signing

Signature

August 2, 2002

Date

Total number of pages including cover sheet, attachments, and documents: 17

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

SSL-DOCS1 1235953

PATENT

REEL: 013139 FRAME: 0150

Page 2 of Recordation Form Cover Sheet:

Raymond P. Stata 1987 Trust
c/o Raymie Stata
3478 Rambow Drive
Palo Alto, California 94308
A Massachusetts trust

ING Barings U.S. Leveraged Equity Plan LLC
520 Madison Avenue, 8th Floor
New York, New York 10022
A Delaware Limited Liability Company

ING Barings Global Leveraged Equity Plan Ltd.
520 Madison Avenue, 8th Floor
New York, New York 10022
A Bermuda corporation

Wallsutton 2000, LP
c/o WS Capital LLC
500 West Putnam Avenue
Greenwich, Connecticut 06830
A Delaware Limited Partnership

Schedule A

Patent Application Serial Nos.

09/664149

09/663915

09/837715

09/478959

09/632484

09/645047

09/845753

09/872767

09/884454

09/048214

09/969891

10/005381

60/288204

60/345981

60/347434

PCT Application Serial Nos. PCT Application Serial Nos.

PCT/US01/01057

PCT/US01/01060

PCT/US99/04273

SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of June 21, 2002, by Axiom Navigation, Inc. (the "*Company*") in favor of ING Furman Selz Investors III L.P., Raymond P. Stata 1987 Trust, ING Barings U.S. Leveraged Equity Plan LLC, ING Barings Global Leveraged Equity Plan Ltd. and WallerSutton 2000, L.P. (collectively, the "*Secured Parties*").

W I T N E S S E T H:

WHEREAS, the Company has issued to each of the Secured Parties a Secured Promissory Note, each dated as of June 7, 2002 (collectively, the "*Notes*"), upon the terms and subject to the conditions set forth therein, and it intends to issue in the future additional notes (the "*Additional Notes*") to the Secured Parties against additional advances by them; and

WHEREAS, pursuant to the Notes, the Company has granted to the Secured Parties, and pursuant to the Additional Notes the Company will grant to them, a security interest in certain collateral, including the Copyright Collateral, the Patent Collateral and the Trademark Collateral (as such terms are defined below), such collateral securing the prompt and complete payment and performance of all of the Company's obligations under the Notes and the Additional Notes (the "*Secured Obligations*");

NOW, THEREFORE, for good and valuable consideration, the receipt whereof is hereby acknowledged, the Company hereby agrees with the Secured Parties as follows:

SECTION 1. **Defined Terms.** Unless otherwise defined herein, terms defined in the Notes and the Additional Notes and used herein have the meaning given to them in the Notes and the Additional Notes.

SECTION 2. **Grant of Security Interest.** The Company, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Company, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Secured Parties, and grants to the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Company:

- (a) all of its Copyrights and Copyright Licenses to which it is a party, including those referred to on *Schedule I* hereto;
- (b) all reissues, continuations or extensions of the Collateral referred to in paragraph (a);
- (c) all Proceeds of the Collateral referred to in paragraphs (a) and (b), including any claim by the Company against third parties for past, present, or future infringement or dilution of any Copyright or Copyright licensed under any Copyright License (the Collateral referred to in paragraphs (a), (b) and (c) being referred to herein as the "*Copyright Collateral*");

(d) all of its Patents and Patent Licenses to which it is a party, including those referred to on *Schedule II* hereto;

(e) all reissues, continuations or extensions of the Collateral referred to in paragraph (d);

(f) all Proceeds of the Collateral referred to in paragraphs (d) and (e), including any claim by the Company against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License (the Collateral referred to in paragraphs (d), (e) and (f) being referred to herein as the "*Patent Collateral*");

(g) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on *Schedule III* hereto;

(h) all reissues, continuations or extensions of the Collateral referred to in paragraph (g);

(i) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(j) all Proceeds of the Collateral referred to in paragraphs (g), (h) and (i), including any claim by the Company against third parties for past, present or future (A) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (B) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License (the Collateral referred to in paragraphs (g), (h), (i) and (j) being referred to herein as the "*Trademark Collateral*").

SECTION 3. **Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Secured Parties pursuant to the Notes and to be granted to them under the Additional Notes and the Company hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the security interest in the Copyright Collateral, the Patent Collateral and the Trademark Collateral made and granted hereby are or will be more fully set forth in the Notes and the Additional Notes, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

AXIOM NAVIGATION, INC.

By: _____

Name:
Title:

STEVEN L HOGAN
PRESIDENT

ACCEPTED AND AGREED:

ING FURMAN SELZ INVESTORS III L.P.
ING BARINGS U.S. LEVERAGED EQUITY PLAN LLC
ING BARINGS GLOBAL LEVERAGED PLAN LTD.

By: FS Private Investments III LLC, as Manager

By: _____

Name: Brian P. Friedman
Title: Managing Member

RAYMOND P. STATA TRUST 1987 TRUST

By: _____

Name:
Title:

WALLERSUTTON 2000, L.P.

By: _____

Name:
Title:

IN WITNESS WHEREOF, the Company has caused this Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

AXIOM NAVIGATION, INC.

By: _____
Name:
Title:

ACCEPTED AND AGREED:

ING FURMAN SELZ INVESTORS III L.P.
ING BARINGS U.S. LEVERAGED EQUITY PLAN LLC
ING BARINGS GLOBAL LEVERAGED PLAN LTD.

By: FS Private Investments III LLC, as Manager

By: B P Friedman
Name: Brian P. Friedman
Title: Managing Member

RAYMOND P. STATA TRUST 1987 TRUST

By: _____
Name:
Title:

WALLERSUTTON 2000, L.P.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Company has caused this Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

AXIOM NAVIGATION, INC.

By: _____
Name:
Title:

ACCEPTED AND AGREED:

ING FURMAN SELZ INVESTORS III L.P.
ING BARINGS U.S. LEVERAGED EQUITY PLAN LLC
ING BARINGS GLOBAL LEVERAGED PLAN LTD.

By: FS Private Investments III LLC, as Manager

By: _____
Name: Brian P. Friedman
Title: Managing Member

RAYMOND P. STATA TRUST 1987 TRUST

By: Maria Stata
Name: Maria Stata
Title: Trustee

WALLERSUTTON 2000, L.P.

By: _____
Name:
Title:

SSL-DOCS2 70066107v4

IN WITNESS WHEREOF, the Company has caused this Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

AXIOM NAVIGATION, INC.

By: _____
Name:
Title:

ACCEPTED AND AGREED:

ING FURMAN SELZ INVESTORS III L.P.
ING BARINGS U.S. LEVERAGED EQUITY PLAN LLC
ING BARINGS GLOBAL LEVERAGED PLAN LTD.


By: FS Private Investments III LLC, as Manager

By: _____
Name: Brian P. Friedman
Title: Managing Member

RAYMOND P. STATA TRUST 1987 TRUST

By: _____
Name:
Title:

WALLERSUTTON 2000, L.P.

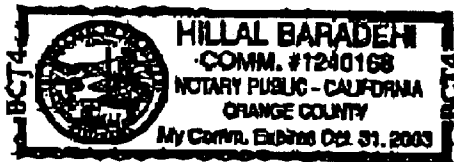
By:  _____
Name: JAMES P. CRABTREE
Title: AUTHORIZED MEMBER

Acknowledgement of Grantor

STATE OF California)
COUNTY OF Orange) ss.

On this 21 day of June, 02 before me personally appeared STEVEN J. HOSE, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of AXION NWIGAT, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Hillal Baraden
Notary Public



SCHEDULE I
to
SECURITY AGREEMENT
COPYRIGHT REGISTRATIONS

A. REGISTERED COPYRIGHTS

None.

B. COPYRIGHT APPLICATIONS

None.

C. COPYRIGHT LICENSES

None.

SCHEDULE II
to
SECURITY AGREEMENT
PATENT REGISTRATIONS

A. REGISTERED PATENTS

Owned

Patents

None.

B. PATENT APPLICATIONS

Serial Number Filing Date Title

09/664,149	09/18/00	GPS Data Logger With Automatic Wireless Download
09/663,915	09/18/00	Mounted GPS Receiver With PCB Integrated Shield
09/837,715	04/18/01	System And Method For Providing Worldwide Seamless Location Coverage

Title	Inventor	Application No. Filing Date	Patent No. Issue Date	Status Remarks
Tracking, Logging & Analysis of Athletic Distance Movement	Hayward, Roger C. Christie, Jock Lee, Philip Landeras, Marco	09/478559 01/07/00		Pending Response due 03/05/02 (ext. to 06/05/02)
Method for Monitoring Athletic Performance	Hayward, Roger C. Christie, Jock Lee, Philip	01/01057 01/10/01		Pending Designating all countries; US Search. Chapter II Demand due (ext. to 08/10/02); 20-mo. national phase due (ext. to 09/10/02); 30-mo. national phase due (ext. to 07/10/03); Designation fee due 01/10/02 completed 02/26/01
Method for Monitoring Athletic Performance	Hayward, Roger C. Christie, Jock Lee, Philip	09/632484 08/04/00		Pending Response due 04/29/02 (ext. to 07/29/02)
Method for Providing Services to Athletes	Hayward, Roger C. Christie, Jock Lee, Philip Fuller, Richard	01/01060 01/10/01		Pending Designating all countries; US Search. Chapter II Demand due (ext. to 08/10/02); 20-mo. national phase due (ext. to 09/10/02); 30-mo. national phase due (ext. to 07/10/03); Designation fee due 01/10/02 completed 02/26/01
Method for Providing Services to Athletes	Hayward, Roger C. Christie, Jock Lee, Philip Fuller, Richard	09/645047 08/23/00		Pending
Global Augmentation to Global Positioning System	Fuller, Richard Hayward, Roger Christie, Jock	09/845753 04/30/01		Pending claims priority from 60/200,958, filed 5/1/00
Technique for Accurate Distance & Velocity Calculations Using the Global Positioning System (GPS)	Fuller, Richard Hayward, Roger Christie, Jock	09/872767 05/31/01		Pending claims priority from 60/208,960, filed 5/31/00

SSL-DOCS2 70066107v4

Title	Inventor	Application No. Filing Date	Patent No. Issue Date	Status Remarks
Technique for Accurate Distance & Velocity Calculations Using the Global Positioning System (GPS)	Fuller, Richard Hayward, Roger Christie, Jock	09/884454 06/18/01		Pending claims priority from 09/872,767, filed 5/31/01
Athlete's GPS-Based Performance Monitor	Root, Gary Miller Van Hoom, Frank	09/048214 03/26/98	6013007 01/11/00	Issued Maint. Fee (3-1/2 yrs.) due 07/11/03 Maint. Fee (7-1/2 yrs.) due 07/11/07 Maint. Fee (11-1/2 yrs.) due 07/11/11
Athlete's GPS-Based Performance Monitor	Root, Gary Miller Van Hoom, Frank	PCT/US99/04273 International Filing Date: 3/26/99	Pub. No. WO 99/49279 9/30/99	PCT Phase concluded (see below)
Athlete's GPS-Based Performance Monitor	Root, Gary Miller Van Hoom, Frank	33532/99 Australia		Application accepted. Awaiting Australian Letters Patent. 5 th Annulity due March 26, 2004.
Athlete's GPS-Based Performance Monitor	Root, Gary Miller Van Hoom, Frank	2323,492 Canada		Examination request must be filed by 3/26/04. 4 th annuity due 3/26/02
Athlete's GPS-Based Performance Monitor	Root, Gary Miller Van Hoom, Frank	99 914 883.6 Europe		Awaiting first Office Action. 4 th annuity due 3/26/02
Athlete's GPS-Based Performance Monitor	Root, Gary Miller Van Hoom, Frank	2000-538202 Japan		Examination request must be filed by 3/26/06. Annulities come due upon grant of Japanese patent.
Method for Determining Vertical & Horizontal GPS Position Using Altitude Information	Hayward, Roger Fuller, Richard	09/969891 10/02/01		Pending claims priority from 60/237,420, filed 10/02/00
Method & Apparatus for Remaining Treadwear Indication	Plafman, Timothy Hayward, Roger Fuller, Richard Adamkewicz, Joanne	10/005381 12/03/01		Pending claims priority from 60/250,777, filed 12/1/00
Almanac-Derived Position Solutions for Low-Bandwidth Transmissions	Hayward, Roger Chen, Aubrey Fuller, Richard	60/288204 05/01/01		Pending Provisional Filing of nonprovisional application due 11/01/01 (ext. to 05/01/02)
Method & Apparatus for Calibrating EOTD Systems Using a Mobile Locations Measurement Unit (MLMU)	Christie, Jock	60/345981 01/04/02		Pending Provisional Filing of nonprovisional application due 07/04/02 (ext. to 01/04/03)
Method & Apparatus for Detecting & Reducing Redundant Cellular Phone Calls	Christie, Jock	60/347434 01/09/02		Pending Filing of nonprovisional application due 07/09/02 (ext. to 01/09/03)

C. PATENT LICENSES

License from Stata Labs covering United States Patent Application Nos. 09/900,488 (corresponding to United States Patent Application No. 60/216,255 filed on July 6, 2000 by Traxsis) and 09/953,455 (corresponding to United States Patent Application No. 60/232,634 filed on September 14, 2000 by Traxsis),

SCHEDULE III
to
SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

None.

B. TRADEMARK APPLICATIONS

SSL-DOCS2 70066107v4

<u>MARK</u>	<u>U.S. APPLN. SERIAL NO.</u>	<u>U.S. FILING DATE</u>	<u>INT'L CLASS</u>	<u>DESCRIPTION OF GOODS</u>	<u>COUNTRY</u>	<u>FOREIGN FILING DATE</u>	<u>FOREIGN APPLN. SERIAL NO.</u>	<u>NOTES</u>
AXIOM	76/000,849	3/15/00	9	Navigational devices, namely, global positioning satellite ("gps") receivers, antenna and displays; and computer software for monitoring, analyzing and managing global positioning satellite ("gps") related data	CHINA	3/13/01	2001035150	ITU Application filed. Filing receipt received. POA sent to client for signature 3/1/01. Executed POA sent to counsel 3/5/01. Letter to counsel re correction to filing receipt fixed and sent 4/4/01 and 5/11/01. Letter from counsel regarding Examiner's objection to goods description dated 6/29/01. Response to Examiner's objection due 7/15/01. Letter to counsel re revised goods description sent 7/5/01. Email to counsel re status update on revised goods description and Examiner's objection sent 7/14/01. Letter from counsel dated 7/17/01 confirming that Response to Examiner's objection was filed.
AXIOM AND DESIGN	76/001,256	3/15/00	9	Navigational devices, namely, global positioning satellite ("gps") receivers, antenna and displays; and computer software for monitoring, analyzing and managing global positioning satellite ("gps") related data	CHINA	3/13/01	200135149	ITU Application filed. Filing receipt received. POA sent to client for signature 3/1/01. Executed POA sent to counsel 3/5/01. Letter from counsel regarding Examiner's objection to goods description dated 6/29/01. Response to Examiner's objection due 7/15/01. Letter to counsel re revised goods description sent 7/5/01. Email to counsel re status update on revised goods description and Examiner's objection sent 7/14/01. Letter from counsel dated 7/17/01 confirming that Response to Examiner's objection was filed.
AXIOM	76/000,849	3/15/00	9	Navigational devices, namely, global positioning satellite ("gps") receivers, antenna and displays; and computer software for monitoring, analyzing and managing global positioning satellite ("gps") related data	EU	9/15/00	1855444	ITU Application filed. Filing receipt received. Certified copy of trademark application sent to counsel 10/5/00. POA sent to client for signature 10/20/00. POA sent to counsel 10/24/00. Search report from CTM Office sent 2/22/01.
AXIOM AND	76/001,256	3/15/00	9	Navigational devices, namely,	EU	9/15/00	1855627	ITU Application filed. Filing receipt received. Certified

SSL-DOCS2 70066107.v4

MARK	U.S. APPLN. SERIAL NO.	U.S. FILING DATE	INT'L CLASS	DESCRIPTION OF GOODS	COUNTRY	FOREIGN FILING DATE	FOREIGN APPLN. SERIAL NO.	NOTES
AND DESIGN				devices, namely, global positioning satellite ("gps") receivers, antenna and displays; and computer software for monitoring, analyzing and managing global positioning satellite ("gps") related data				receipt received. Certified copy of trademark application sent to counsel 10/5/00. POA sent to client for signature 10/20/00. POA sent to counsel 10/24/00. Search report from CTM Office sent 2/22/01. Letter from counsel re publication for opposition notification. Published for opposition on 4/17/01 in CTM Bulletin #0135. Opposition deadline 7/17/01.
AXIOM	76/000,849	3/15/00	9	Navigational devices, namely, global positioning satellite ("gps") receivers, antenna and displays; and computer software for monitoring, analyzing and managing global positioning satellite ("gps") related data	KOREA	9/15/00	40-2000- 43467	ITU Application filed. Filing Receipt received. POA sent to client for signature 9/29/00. POA sent to counsel for filing 10/10/00. POA filed 10/25/00.
AXIOM AND DESIGN	76/001,256	3/15/00	9	Navigational devices, namely, global positioning satellite ("gps") receivers, antenna and displays; and computer software for monitoring, analyzing and managing global positioning satellite ("gps") related data	KOREA	9/15/00	40-2000- 43468	ITU Application filed. Filing Receipt received. POA sent to client for signature 9/29/00. POA sent to counsel for filing 10/10/00. POA filed 10/25/00.

C. TRADEMARK LICENSES

Licenses Granted to Axiom

Source Code License Agreement dated May 5, 2001 with SiRF Technology Incorporated.

Software License Agreement dated February 1, 2001 with The Board of Trustees of the Leland Stanford Junior University.

SSL-DOCS2 70066107v4

Technology Purchase Agreement dated July 27, 2000 with Liquid Spark, LLC.

None of the licenses granted by any party to the Company are irrevocable or perpetual.

SOFTWARE USED FOR AXIOM HW/SW DEVELOPMENT

Name of SW	Description
PowerPCB	printed circuit board capture SW
PowerLogic	Schematic capture SW
Cam350	Gerber(artwork for printed circuit board) editor
OrCAD Version	HW drawing
MSDN Universal subscription	Dev. Help, C++, VB, VSS, Interdev, Visio, SQL Server
MS Visual Basic	Windows based application Development
MS Visual C++	Windows based application
MS Visual SourceSafe	source code control database for all SW & HW dev.
Codewright	Embedded SW Editor
MS Visual Interdev	Web based development
MS SQL Server	Web database development
ARM ADS	ARM development floating license
Hitachi Hiview	Hitachi SH1
Visio	Mechanical Drawing
AutoCAD 2000i Light	HW/Mechanical drawing
GeoMicro Map engine	Map engine for web-based development
SiRF Development SDK	SiRF SDK source code for Receiver

Licenses Granted by Axiom

Intellectual property on global positioning system technology licensed to Axiom GPS pursuant to the Manufacture and License Agreement dated December 29, 2000 by and between Axiom Navigation, Inc. and Axiom GPS Inc.

In the ordinary course of its business, the Company licenses the specific intellectual property related solely to a client-specific product to such client. The client typically acquires all right in the specific know-how used or developed for such product.