



01-29-2003

2003

Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼	REC  <b>102350959</b>	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): <u>1-24-03</u> <u>Commonwealth Capital Corp.</u>  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Telecom Wireless, LLC</u>  Internal Address: _____  Street Address: <u>151 Tremont Street</u>  City: <u>Boston</u> State: <u>MA</u> Zip: <u>02111</u>  Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____	Execution Date: <u>December 17, 2002</u>  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) <u>See attached Exhibit A</u> B. Patent No.(s) _____ Additional numbers attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Brian J. McMillin</u>  Internal Address: <u>Nixon Peabody LLP</u>  Street Address: <u>101 Federal Street</u>  City: <u>Boston</u> State: <u>MA</u> Zip: <u>02110</u>	6. Total number of applications and patents involved: <u>5</u>  7. Total fee (37 CFR 3.41).....\$ <u>200.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  8. Deposit account number: <u>502472</u> (Attach duplicate copy of this page if paying by deposit account)	
<b>DO NOT USE THIS SPACE</b>		
9. 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> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 10px;"> <div style="text-align: center;"> <u>Brian J. McMillin</u>            Name of Person Signing         </div> <div style="text-align: center;">             Signature         </div> <div style="text-align: center;"> <u>December 19, 2002</u>            Date         </div> </div> <div style="text-align: right; margin-top: 10px;">         Total number of pages including cover sheet, attachments, and documents: <u>8</u> </div>		

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

01/28/2003 LNWELLER 00000130 502472 09775194  
 01 FC:8021 200.00 CH

**PATENT**  
**REEL: 013693 FRAME: 0288**

**PATENTS, TRADEMARKS AND COPYRIGHTS**

**Patents**

1. Kargo Mobile Computing and Communication, U.S. Serial # 09/775,194 and PCT Serial Application # PCT/US02/02851
2. Access Control Protocol for User Profile Management, U.S. Serial # 09/808,911 and PCT Serial Application # PCT/US02/07814
3. A Systems and Method for Delivering Content to Mobile Devices, U.S. Serial # 60/256,589 and PCT Serial Application # PCT/US01/49410
4. Graphical Layout and Keypad Response to Visually Depict and Implement Device Functionality for Interactivity with a Numbered Keypad, U.S. Serial # 09/513,831 and PCT Serial Application Number # PCT/US01/06079
5. Television Interactions, U.S. Serial # 60/231,285 and PCT Serial Application # PCT/US01/42089

**Trademarks**

1. KARGO, U.S. Serial # 75/850516
2. WAPSLAP, U.S. Serial # 78/032721
3. MORPHIS, U.S. Serial # 78/037217
4. THE POWER OF EVERYWHERE, U.S. Serial # 78/037849
5. WAX, U.S. Serial # 78/036736
6. ON YOUR PDA, U.S. Serial # 78/008850
7. ON YOUR PHONE, U.S. Serial # 78/008846
8. OLA, U.S. Serial # 78/132382

**Copyrights**

1. Morphis Software, U.S. Serial # TX 5-284-421

## ASSIGNMENT OF LOAN DOCUMENTS

This Assignment is made and entered into as of November 27, 2002 by and between Commonwealth Capital Corp., a Massachusetts corporation (the "**Assignor**"), and Telecom Wireless, LLC, a Delaware corporation (the "**Assignee**").

Reference is made to each of the following documents (collectively referred to herein as the "**Assigned Documents**"):

(a) A Promissory Note in the original principal amount of \$100,000, dated August 1, 2002 by and from Kargo, Inc., a Delaware corporation (the "**Debtor**") for and in favor of the Assignor;

(b) A Security Agreement dated August 1, 2002 by and between the Debtor and the Assignor (the "**Security Agreement**");

(c) An Intellectual Property Security Agreement dated August 1, 2002 by and between the Debtor and the Assignor, a copy of which is attached hereto as Exhibit A (the "**Intellectual Property Security Agreement**");

(d) Any and all Financing Statements on Form UCC-1 made by the Debtor in favor of the Assignor (as Secured Party); and

(e) any and all other agreements, instruments and documents executed in pursuant to or in connection with the Note, the Security Agreement or the Intellectual Property Security Agreement.

In consideration of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, the Assignor hereby assigns, transfers and sets over to the Assignee the Assigned Documents and all rights, title and interest thereunder, including, without limitation, any security interest granted in any assets of the Debtor thereunder, and the Assignor hereby accepts such assignment and agrees to assume all obligations of the Assignor pursuant to the Assigned Documents. The Assignor agrees to execute any Uniform Commercial Code or Patent and Trademark Office forms appropriate for filing with the appropriate filing office or offices to record the assignment of the loan documents and the security interests granted thereunder.

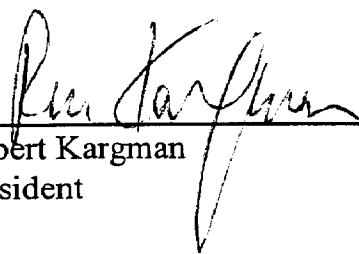
IN WITNESS WHEREOF, each party has caused this instrument to be executed in its name, under seal, by its proper officers thereunto duly authorized.

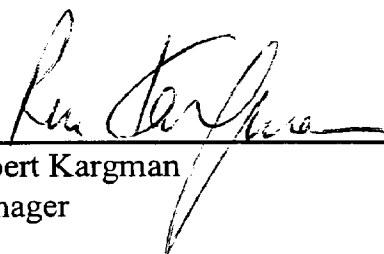
The Assignor:

COMMONWEALTH CAPITAL CORP.

The Assignee:

TELECOM WIRELESS, LLC

By:   
Name: Robert Kargman  
Title: President

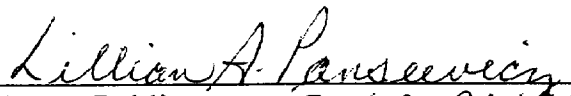
By:   
Name: Robert Kargman  
Title: Manager

COMMONWEALTH OR STATE OF MASSACHUSETTS)

) ss.

COUNTY OF SUFFOLK)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 17th day of December, 2002, personally appeared Robert Kargman, who, being by me duly sworn, deposes and says that he is the President of Commonwealth Capital Corp., and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Robert Kargman acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public LILLIAN A. PANSEVICIC  
My commission expires: 4-29-2005

# EXHIBIT A

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IP Agreement") is made as of August 1, 2002 by KARGO, INC. (the "Debtor"), a Delaware corporation, in favor of COMMONWEALTH CAPITAL CORP., a Massachusetts corporation (the "Secured Party").

WHEREAS, simultaneously herewith, the Debtor has executed and delivered to the Secured Party a promissory note evidencing a loan from the Secured Party to the Debtor (the "Note");

WHEREAS, simultaneously herewith, the Debtor and the Secured Party have executed and delivered a Security Agreement (as amended and in effect from time to time, the "Security Agreement"), pursuant to which the Debtor has granted to the Secured Party a first lien and security interest in the Debtor's assets and properties, to secure the payment and performance of the Obligations (as such term is defined in the Security Agreement); and

WHEREAS, this IP Agreement is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **DEFINITIONS.** Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Security Agreement.

2. **GRANT OF SECURITY INTEREST.** To secure the payment and performance of the Obligations, and pursuant to the Security Agreement, the Debtor hereby grants to the Secured Party a security interest in all of the Debtor's right, title and interest in, to and under the following intellectual property rights and assets, in each case, whether now owned or existing or hereafter acquired or arising, and wherever located (collectively, the "IP Collateral"):

(a) **Patents:**

(i) any and all patents and all applications therefor and registrations and recordings thereof, including, without limitation, applications, registrations and recordings with the United States Patent and Trademark Office or any similar office or agency of the United States, any state thereof, the European Union or any country, or any political subdivision thereof, including, without limitation, those applications and registered patents on Schedule A hereto (the "Patents");

(ii) any reissues, extensions or renewals thereof;

(b) **Trademarks:**

(i) any and all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, designs and general intangibles of like nature, whether registered or unregistered,

and all applications therefor and registrations and recordings thereof, including, without limitation, registrations and recordings in the United States Patent and Trademark Office or any similar office or agency of the United States, any state thereof, the European Union or any country, or any political subdivision thereof, including, without limitation, those applications and registered trademarks on Schedule A hereto (the "**Trademarks**");

(ii) any reissues, extensions or renewals thereof; and

(iii) all goodwill of the Debtor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks;

**(c) Copyrights:**

(i) any and all copyrights arising under the laws of the United States, any state thereof or any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, all applications therefor and all registrations and recordings thereof, including, without limitation, registrations and recordings in the United States Patent and Trademark Office or any similar office or agency of the United States, any state thereof, the European Union or any country, or any political subdivision thereof, including, without limitation, those applications and registered copyrights on Schedule A hereto (the "**Copyrights**"); and

(ii) any reissues, extensions or renewals thereof.

The security interest granted to the Secured Party pursuant to this IP Security Agreement is granted in conjunction with and supplemental to the security interest granted to the Secured Party pursuant to the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted pursuant to the Security Agreement and this IP Security Agreement, and any other rights and remedies now or hereafter available to the Secured Party as a matter of law or equity, are cumulative and concurrent.

**[The remainder of this page is intentionally left blank.]**

