

7-3-03

07-09-2003

Form PTO-1595  
RECORDATION FORM COVER SHEET PATENT



Commerce  
< Office

102492524

Attorney Record No. 022976-00000  
Date: July 3, 2003



To the Commissioner of Patents  
Please record the attached original documents or copy thereof

1. Name of conveying party(ies)

Ecutel, Inc.

Additional name(s) of conveying party(ies) attached?

Yes  No

2. Name and address of receiving party(ies):

Name: McDonnell & Associates, L.P.  
7984 Georgetown Pike  
McLean, VA 22102

McDonnell Charitable Foundation  
7984 Georgetown Pike  
McLean, VA 22102

Jürgen Manchot  
Henkel GkAa  
Henkelstrasse 67  
D-40191Dusseldorf  
Germany

Additional name(s) & address(es) attached?

Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 27, 2003

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)

B. Patent No.(s)

09/987,168

Additional numbers attached?  Yes  No

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

Name: Arent Fox Kintner Plotkin & Kahn PLLC

Street Address: 1050 Connecticut Avenue, N.W., Suite 400

Washington, D.C. 20036-5339

6. Total number of applications and patents involved:  
One

7. Total fee (37 CFR 3.41)..... \$ 40.00

Included in attached check.

Any additional fees are authorized to be charged to deposit account

8. Deposit account number: 01-2300  
(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.

Richard J. Berman

July 3, 2003

\_\_\_\_\_  
Name of Person Signing  
Reg. No. 39,107

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Total number of pages including cover sheet, attachments, and document: 3

07/08/2003 ECOOPER 00000262 09987168

01 FC:8021

40.00 OP

PATENT ASSIGNMENT

WHEREAS, ECUTEL, INC. (the "Grantor") is the owner of the entire right, title and interest in and to the United States patents and patent applications listed on Schedule A attached hereto and made a part hereof, the inventions described therein and all rights associated therewith, including (a) all of the Grantor's right, title and interest in and to (i) the application for Letters Patent and the inventions described and claimed therein set forth on Schedule A hereto and any United States Letters Patent which may be issued upon any of said application (hereinafter referred to collectively as the "Application"); (ii) any reissue, renewal, substitute, extension, division, continuation or reexamination of the Application for the full term or terms for which the same may be granted (such reissues, renewals, substitutes, extensions, divisions, continuations or reexaminations being herein referred to collectively as the "Related Applications"); (iii) all future royalties or other fees paid or payment or payments made or to be made to the Grantor in respect of the Application and Related Applications; and (iv) proceeds of any and all of the foregoing (the Application, Related Applications and royalties, fees and proceeds being herein referred to collectively as the "Patent Rights"); and (b) all rights, interest, claims and demands that the Grantor has or may have in existing and future profits from and damages for past and future infringements of the Patent Rights (such rights, interests, claims and demands being herein called the "Claims") (the Patent Rights and Claims collectively referred to as the "Patent Collateral"); and

WHEREAS, McDonnell & Associates, L.P., McDonnell Charitable Foundation, and Jürgen Manchot, identified as the "Lenders" under that certain Rider to Security Agreement - Patent of even date herewith (the "Grantees") are desirous of acquiring said Patent Collateral;

WHEREAS, the Grantees have a security interest in the assets of the Grantor; and

WHEREAS, the Rider provides that this Assignment shall become effective upon the occurrence of an Event of Default (as defined in the Security Agreement of even date herewith by and between the Grantor and the Grantees).

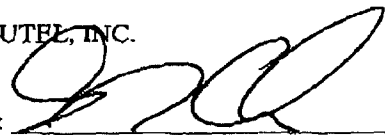
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, the Grantor, for itself and its successors and assigns does hereby transfer, assign and set over unto Grantees, their successors, transferees and assigns, all of its present and future right, title and interest in and to the Patent Collateral and all proceeds thereof and all rights and proceeds associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment to be executed by its duly authorized officer as of October 11, 2002.

WITNESS:

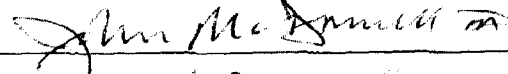
*Robin L. Headley*  
Print Name: Robin L. Headley

ECUTEL, INC.

By:   
Print Name: Ken J. Gibson (SEAL)  
Title: Vice President & Chief Financial Officer

I hereby certify on behalf of the Lenders, that (i) an Event of Default (as defined in the aforementioned Security Agreement) has occurred, and (ii) the Lenders have elected to take or transfer to its designee possession of the Patent Collateral and is recording this Assignment in the United States Patent and Trademark Office.

McDonnell & Associates, L.P.

By:   
Title: General Counsel to McDonnell Holdings, Inc its corporate general partner

27 June 2003

**SCHEDULE A**

**PATENT NO.**

**TITLE**

Application number 09/987,168 (filed  
November 13, 2001)

System for Computer Network Mobility