

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Spatial Communications Technologies, Inc.	06/14/2004
RECEIVING PARTY DATA	
Name:	Comerica Bank
Street Address:	2321 Rosecrans Ave.
Internal Address:	Suite 5000
City:	El Segundo
State/Country:	CALIFORNIA
Postal Code:	90245
PROPERTY NUMBERS Total: 2	
Property Type	Number
PCT Number:	US0322086
PCT Number:	US0332836
CORRESPONDENCE DATA	
Fax Number:	(714)513-5130
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>
Phone:	714-513-5100
Email:	pfowlie@sheppardmullin.com
Correspondent Name:	Pamela Fowlie c/o Sheppard Mullin
Address Line 1:	650 Town Center Drive
Address Line 2:	Fourth Floor
Address Line 4:	Costa Mesa, CALIFORNIA 92626
NAME OF SUBMITTER:	Pamela Fowlie

Total Attachments: 6
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SECOND AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Second Amended and Restated Intellectual Property Security Agreement is entered into as of June 14, 2004 by and between COMERICA BANK ("Bank") and SPATIAL COMMUNICATIONS TECHNOLOGIES, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Second Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

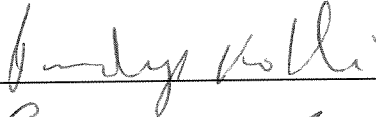
GRANTOR:

Address of Grantor:

1651 North Glenville, Suite 210
Richardson, TX 75081

Attn: Chief Executive Officer

SPATIAL COMMUNICATIONS TECHNOLOGIES, INC.

By: 

Title: PRESIDENT & CEO

BANK:

Address of Bank:

2321 Rosecrans Ave., Suite 5000
El Segundo, CA 90245

Attn: Manager

COMERICA BANK

By: 

Title: VICE PRESIDENT

EXHIBIT A

Copyrights

	<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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EXHIBIT B

Patents

Serial Number	Filing	Title
09/886097	06/21/01	Method and System for Providing Continuous Voice and Packet Data Services to a Mobile Station
09/934987	08/22/01	Method for Providing Hybrid Voice and Packet Data Services to a Mobile Station
09/935228	08/22/01	Method and System for Processing Load Distribution for a Packetized Telecommunication Network Entity
09/924785	08/08/01	Method and System for Supporting Wireless Network Services in a Network Through Another Network Having a Different Network Technology
09/997976	11/30/01	Method and System for Providing a Telecommunication Service Across Different Networks
10/295093	11/15/02	Method and System for Providing Mobile Handoff Between a Hybrid Network and Another Wireless Network
PCT/US02/25061	08/07/02	Method and System for Processing Load Distribution for a Packetized Telecommunication Network Entity
PCT/US02/19175	06/17/02	Method and System for Providing Continuous Voice and Packet Data Services to a Mobile Station
PCT/US02/24952	08/07/02	Method for Providing Hybrid Voice and Packet Data Services to a Mobile Station
60/418692	10/15/02	Method and System for Minimizing Call Setup Delay for Calls Occurring in one or Multiple Wireless Networks
PCT/US02/40897	12/19/02	Method and System to Send SMS Messages in a Hybrid Network
PCT/US02/35500	11/05/02	Method and System for Providing Wireless Services Using an Access Network and One Core Network Based on Different Technologies
PCT/US02/36532	11/15/02	Method and System for Providing a Multimedia Call Model
PCT/US02/37377	11/21/02	Method and System for Passing Information Between a Mobile Terminal and Predetermined Network Entities in a Hybrid Network
PCT/US03/03742	02/07/03	Method and System for Providing Mobile Number Portability Between Different Wireless Networks of Different Technologies

PCT/US03/06338	02/26/03	Method and System for Providing Mobile Handoff Between Hybrid Networks
PCT/US03/11004	04/10/03	Internet Audio Gateway
PCT/US03/09678	03/27/03	Method and System for Providing Data Services in a Hybrid Network
PCT/US03/11573	04/14/03	Method and System for Providing Authentication of a Mobile Terminal in a Hybrid Network for Data and Voice Services
60/463559	04/17/03	Method and System for Providing Mobile Handover Access Across Multiple Media Gateways Controlled by the same call Server of a Softswitch in a GSM Network
PCT/US03/17082	05/31/03	Method and System for Providing Location Information of a Mobile Station
PCT/US03/22086	07/12/03	Method and System for Use of Different Wireless Technologies within a Hybrid Switch Protocol
PCT/US03/32836	10/15/03	Method and System for Minimizing Call Setup Delay for Calls Occurring in one or Multiple Wireless Networks
Unassigned	11/26/03	Method and System for Partitioning and Allocating Circuit Codes to Different Processing Modules in a Telecommunication Network Entity With a Distributed Processing Architecture
Unassigned	12/09/03	Interworking Packet-Based Tandem Free Operation (TFO) with Non-TFO Capable Networks
Unassigned	4/19/04	Push to Talk service over wireless with no impact to core network
Unassigned	4/21/04	Restrictive and Preferential Routing in wireless media gateway Clusters
Unassigned	4/21/04	Interconnect Routing between wireless media gateways
Unassigned	4/21/04	MSRN Pool management per Wireless Media Gateway in a Wireless Soft-Switch

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Spatial Wireless	76/363,617	1/28/02
Spatial Portico	76/364,145	1/28/02
Spatial Atrium	76/363,622	1/28/02