

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
-------------------------	----------------

NATURE OF CONVEYANCE:	Grant of Patent Security Interest
------------------------------	-----------------------------------

CONVEYING PARTY DATA

Name	Execution Date
Telespree Communications	04/27/2005

RECEIVING PARTY DATA

Name:	Weiss, Peck & Greer Venture Associates V, LLC
Street Address:	2200 Sand Hill Road
Internal Address:	c/o Lightspeed Venture Partners
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025

Name:	Weiss, Peck & Greer Venture Associates V-A, LLC
Street Address:	2200 Sand Hill Road
Internal Address:	c/o Lightspeed Venture Partners
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025

Name:	Weiss, Peck & Greer Venture Associates V Cayman, LP
Street Address:	2200 Sand Hill Road
Internal Address:	c/o Lightspeed Venture Partners
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025

Name:	WPG Information Sciences Enterpreneur Fund II, LLC
Street Address:	2200 Sand Hill Road
Internal Address:	c/o Lightspeed Venture Partners
City:	Menlo Park
State/Country:	CALIFORNIA

CH \$160.00 6167251

Postal Code:	94025
--------------	-------

Name:	WPG Information Sciences Enterpeneur Fund II-A, LLC
Street Address:	2200 Sand Hill Road
Internal Address:	c/o Lightspeed Venture Partners
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94025

Name:	Lucent Venture Partners II LLC
Street Address:	600 Mountain Avenue, Room 6G-212
City:	Murray Hill
State/Country:	NEW JERSEY
Postal Code:	07974

Name:	Lion Investments Limited
Street Address:	33 Robert Adam Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	WIU 3HR

Name:	LMS Capital (Bermuds) Limited
Street Address:	12 Par La Ville Road
Internal Address:	Richmond House
City:	Hamilton
State/Country:	BERMUDA
Postal Code:	HM CX

Name:	Penninsula Equity Partners SBIC, LP
Street Address:	3000 Sand Hill Road, Bldg. 3, Suite 125
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025

Name:	Jason Kuhns
Street Address:	325 Morning Sun Avenue
City:	Mill Valley
State/Country:	CALIFORNIA
Postal Code:	94941

--	--

Name:	Douglas M. Heller Trust, dated 8/16/88
Street Address:	93 Coghlan Lane
City:	Atherton
State/Country:	CALIFORNIA
Postal Code:	94027

Name:	Kelisky Family Trust
Street Address:	70 San Andreas Way
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94127

Name:	UMB Bank, VA FBO Carl Stoney IRA
Street Address:	928 Grand, 12th Floor
Internal Address:	Attn: Richard Barber
City:	Kansas City
State/Country:	MISSOURI
Postal Code:	64105

Name:	John Siamas
Street Address:	388 Dalewood Drive
City:	Orinda
State/Country:	CALIFORNIA
Postal Code:	94563

Name:	Weber Family Trust dated as of 1/6/89
Street Address:	340 Pine Street, Suite 300
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94104

Name:	The Board of Trustees of the Leland Stanford Junior University (Daper 2)
Street Address:	2700 Sand Hill Road
Internal Address:	Stanford Management Company
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025

Name:	Carl J. Stoney
Street Address:	1 La Cuesta

City:	Orinda
State/Country:	CALIFORNIA
Postal Code:	94563

Name:	Cluade and Lynn Ganz
Street Address:	P.O. Box 1074
City:	Glenn Allen
State/Country:	CALIFORNIA
Postal Code:	95442

Name:	Stephen Finn
Street Address:	One Market, Spear Street Tower
Internal Address:	c/o Morgan, Lewis & Bockius LLP
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105

Name:	Leonard Shlain Living Trust
Street Address:	2100 Webster Street, Suite 521
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94115

Name:	Koor Corporate Venture Capital
Street Address:	21 Ha' Arba's Street
City:	Tel Aviv
State/Country:	ISRAEL
Postal Code:	64739

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	6167251
Patent Number:	D454869
Patent Number:	6836651
Application Number:	10136712

CORRESPONDENCE DATA

Fax Number: (415)984-8701

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 4159848915
Email: ssanford@omm.com
Correspondent Name: Scott D. Sanford
Address Line 1: 275 Battery Street
Address Line 2: O'Melveny & Myers LLP
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:

Scott D. Sanford

Total Attachments: 5

source=2004 Patent Grant#page1.tif
source=2004 Patent Grant#page2.tif
source=2004 Patent Grant#page3.tif
source=2004 Patent Grant#page4.tif
source=2004 Patent Grant#page5.tif

GRANT OF PATENT SECURITY INTEREST

This **GRANT OF PATENT SECURITY INTEREST**, dated as of April 27, 2005 is entered into by and among **TELESPREE COMMUNICATIONS**, a California corporation ("**Grantor**"), and the parties listed on attached Schedule A (each a "**Lender**," and collectively the "**Lenders**").

WHEREAS, Grantor has entered into a Convertible Secured Promissory Note Purchase Agreement dated as of July 16, 2004 (said Note Purchase Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Note Purchase Agreement**") with the Lenders, pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Note Purchase Agreement, to extend certain financial support to the Grantor; and

WHEREAS, Grantor may in the future issue, certain additional convertible secured promissory notes ("**Notes**" as defined in the Note Purchase Agreement); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of July 16, 2004 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"; the terms defined therein and not otherwise defined herein being used herein as therein defined), by and between Grantor and Lenders named therein, Grantor has granted to each Lender a security interest in, and continuing lien on, the Patent Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Lenders pursuant to the Security Agreement, Grantor hereby grants to each Lender a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing, whether now owned or hereafter acquired, and wherever the same may be located (the "**Patent Collateral**"):

(i) all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the U.S. patents and U.S. patent applications set forth on Schedule B annexed hereto), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and

(ii) all proceeds thereof, such as, by way of example and not by limitation, license royalties and proceeds of infringement suits.

Notwithstanding the foregoing, the Patent Collateral shall not include and Grantor shall be deemed to have granted a security interest in any of such Grantor's rights or interests in or under any lease, license, contract, permit, Instrument, Security, agreement or franchise to which such Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest would constitute or result in (A) the abandonment, invalidation or unenforceability of any right, title or interest of Grantor therein or (B) a breach or termination pursuant to the terms of, or a default under, such lease, license, contract, permit, Instrument, Security, agreement or franchise (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC of any relevant jurisdiction or under any other applicable law (including the Bankruptcy Code) or principles of equity); provided however, that the security interest shall attach immediately at such time as the condition causing such abandonment, invalidation, or unenforceability shall be remedied and, to the extent severable, shall attach immediately to any portion of any such lease, license, contract, permit, Instrument, Security, agreement or franchise that does not result in any of the consequences set forth in subsection (A) or (B) above.

Grantor does hereby further acknowledge and affirm that the rights and remedies of each Lender 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 are incorporated by reference herein as if fully set forth herein.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant Of Patent Security Interest to be duly executed and delivered by their respective officers thereunto duly authorized as of the date hereof.

TELESPREE COMMUNICATIONS

By: *W. Dally*
Name: *W. Dally*
Title: *CEO*

SF1:581128.1

**SCHEDULE A
TO
GRANT OF PATENT SECURITY INTEREST**

1. Weiss, Peck & Greer Venture Associates V, L.L.C.
2. Weiss, Peck & Greer Venture Associates V-A, L.L.C.
3. Weiss, Peck & Greer Venture Associates V Cayman, L.P.
4. WPG Information Sciences Entrepreneur Fund II, L.L.C.
5. WPG Information Sciences Entrepreneur Fund II-A, L.L.C.
6. Lucent Venture Partners II LLC
7. Lion Investments Limited
8. LMS Capital (Bermuda) Limited
9. Westpool Investments Trust Plc
10. Peninsula Equity Partners SBIC, L.P.
11. Peninsula Equity Partners L.P.
12. Jason Kuhns
13. Douglas M. Heller Trust, dated as of 8/16/88
14. Kelisky Family Trust
15. UMB Bank, NA FBO Carl Stoney IRA
16. John Siamas
17. Weber Family Trust dated as of 1/6/89
18. The Board of Trustees of the Leland Stanford Junior University (Daper 2)
19. Carl J. Stoney
20. Claude and Lynn Ganz
21. Stephen Finn
22. Koor Corporate Venture Capital
23. Leonard Shlain Living Trust

**SCHEDULE B
TO
GRANT OF PATENT SECURITY INTEREST**

U.S. Patent No.	Title	U.S. App. No.	Filing Date
6,167,251	Keyless portable cellular phone system having remote voice recognition	09/337,050	6/21/1999
D454,869	Handset	29/140,339	4/17/2001
6,836,651	Portable cellular phone system having remote voice recognition	09/728,735	11/30/2000
	Method and apparatus for secure immediate wireless access in a telecommunications network	10/136,712	4/30/2002