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Form PTO 1595 (Rev. 03/05)
OMB No. 0650-0027 (exp. 6/30/2005)



U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

6-27-05 REI

103035860

PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

NetMotion Wireless, Inc.

2. Name and address of receiving party(ies)

Name: Northwest Venture Associates, LLC

Internal Address: _____

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) June 7, 2005

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

Street Address: 505 Fifth Avenue South, Suite 630

City: Seattle

State: WA

Country: USA Zip: 98104

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)
09/660,500

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: NetMotion Wireless, Inc.

Internal Address: Attn: Leslie Hoekstra

Street Address: 701 N 34th Street, Suite 250

City: Seattle

State: WA Zip: 98103

Phone Number: 206-691-5500

Fax Number: 206-691-5501

Email Address: _____

6. Total number of applications and patents involved: one (1)

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Leslie Hoekstra
Signature

June 21, 2005
Date

Leslie Hoekstra
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 9

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

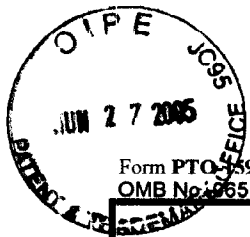
07/06/2005 ECOOPER 00000109 09660500

01 FC:8021

40.00 OP

PATENT
REEL: 016740 FRAME: 0604

4005



RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

NetMotion Wireless, Inc. (ATTACHMENT)

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) June 7, 2005

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- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

2. Name and address of receiving party(ies)

Name: AHVP Management LLC

Internal Address: _____

Street Address: 999 Third Avenue, Suite 3700

City: Seattle

State: WA

Country: USA Zip: 98104

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

This document is being filed together with a new application.

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9. Signature:

ATTACHMENT
Signature

Date

Name of Person Signing

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



PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT ("Patent Agreement"), dated as of June 7, 2005, is made by **NetMotion Wireless, Inc.**, a Washington corporation (the "Grantor"), in favor of **Northwest Venture Associates, LLC**, and **AHVP Management LLC**, as Lender Representatives for the benefit of bridge note purchasers, and successors to the Lender Representatives (together referred to herein as "Secured Parties") pursuant to a purchase agreement and bridge notes, all dated as of June 7, 2005, between Grantor and Lender Representatives and bridge note purchasers, as may be amended, restated, supplemented or otherwise modified from time to time (the "Loan Agreements").

WHEREAS, Grantor owns the issued patents and pending patent applications listed on Attachment 1 annexed hereto; and

WHEREAS, pursuant to the Agreements, Grantor is borrowing certain funds from the bridge note purchasers (the "Secured Obligations"); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to the Secured Parties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all currently owned and hereafter acquired Intellectual Property (as defined in the Security Agreement), including, without limitation, all patents, processes, patent rights and patent applications, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Patent Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement or the Loan Agreements.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Secured Parties, and grants to the Secured Parties a security interest in, for its benefit and the benefit of each Lender, all of the following property (the "Patent Collateral"), whether now owned or hereafter acquired by it, or existing:

2.1 all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to Attachment 1 attached hereto;

2.2 all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in Section 2.1;

2.3 all patent licenses, including each patent license referred to in Item B of Attachment 1 attached hereto; and

2.4 all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Item A of Attachment 1 attached hereto, and for breach or enforcement of any patent license, and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Patent Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Parties in the Patent Collateral with the United States Patent and Trademark Office. The security interest granted herein corresponds to and does not in any way modify the scope of the security interest granted to the Secured Parties for their benefit under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon termination of the security interest as provided in the Security Agreement, the Secured Parties shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Patent Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties 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 (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Counterparts. This Patent Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

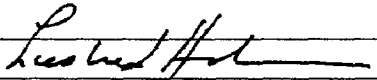
(remainder of page intentionally left blank)

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Patent Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NETMOTION WIRELESS, INC.

Address:
701 North 34th St., Suite 250
Seattle, WA 98103

By: 
Its: CORPORATE COUNSEL

LENDER REPRESENTATIVES:

Northwest Venture Associates, LLC
Its: Investment Manager

Address:
505 5th Ave. South, Suite 630
Seattle, WA 98104

By: _____
Name: _____
Its: _____

AHVP Management LLC
Its: General Partner

Address:
999 3rd Ave., Suite 3700
Seattle, WA 98104

By: _____
Name: _____
Its: _____



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NETMOTION WIRELESS, INC.

Address:
701 North 34th St., Suite 250
Seattle, WA 98103

By: _____
Its: _____

LENDER REPRESENTATIVES:

Northwest Venture Associates, LLC
Its: Investment Manager

Address:
505 5th Ave. South, Suite 630
Seattle, WA 98104

By: *Robert Walker*
Name: Robert Walker
Its: Co-managing Partner

AHVP Management LLC
Its: General Partner

Address:
999 3rd Ave., Suite 3700
Seattle, WA 98104

By: _____
Name: _____
Its: _____



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701 North 34th St., Suite 250
Seattle, WA 98103

By: _____
Its: _____

LENDER REPRESENTATIVES:

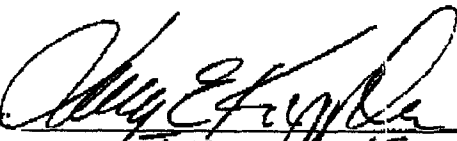
Northwest Venture Associates, LLC
Its: Investment Manager

Address:
505 5th Ave. South, Suite 630
Seattle, WA 98104

By: _____
Name: _____
Its: _____

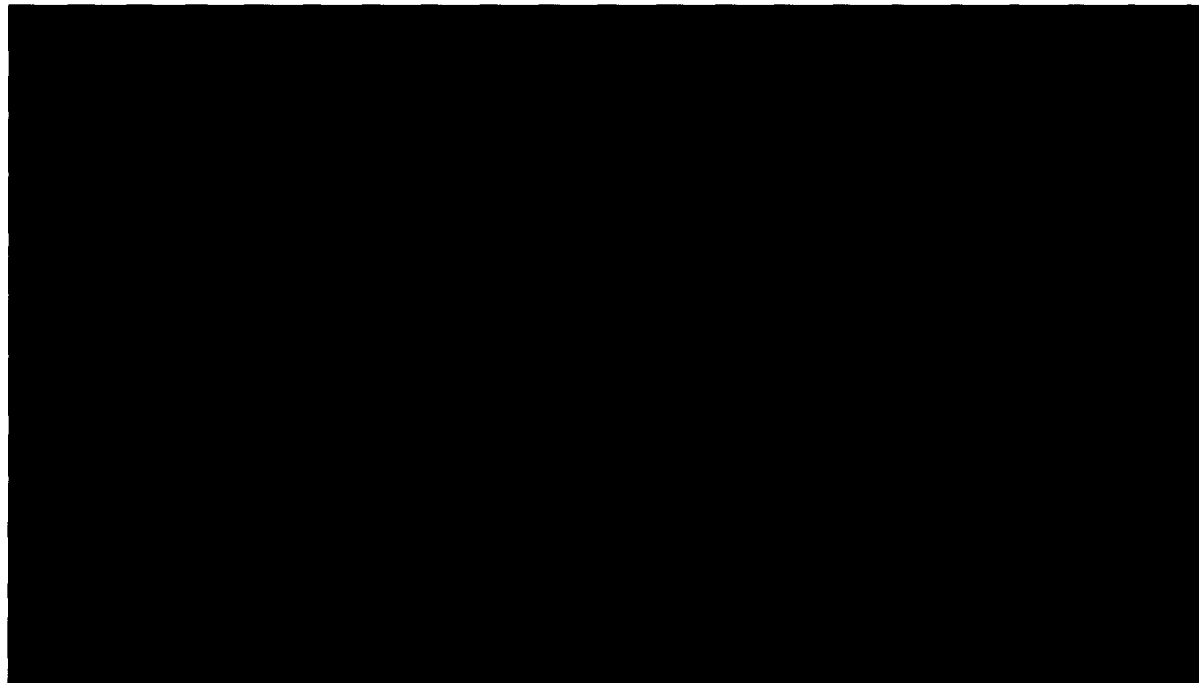
AHVP Management LLC
Its: General Partner

Address:
999 3rd Ave., Suite 3700
Seattle, WA 98104

By: 
Name: JERRY R. KESSLER
Its: MANAGING DIRECTOR

U.S. PATENTS AND PATENT APPLICATIONS

1. US Serial No. 09/330,310 filed on 06/11/1999, "Method And Apparatus For Providing Mobile And Other Intermittent Connectivity In A Computing Environment"
2. US Serial No. 09/660,500 filed on 09/12/2000, "Method And Apparatus For Providing Mobile And Other Intermittent Connectivity In A Computing Environment"
(Continuation-In-Part of US Serial No. 09/330,310)
3. US Serial No. 10/078,377 filed on 02/21/2002 "Method And Apparatus For Providing Mobile and Other Intermittent Connectivity In A Computing Environment"
4. US Serial No. 10/307,480 US Utility Patent Application, filed 12/02/2002, "Method and Apparatus For Providing Mobile And Other Intermittent Connectivity In A Computing Environment"
5. US Serial No. 10/340,833 filed January 13, 2003, "Method And Apparatus For Providing Secure Connectivity in Mobile and Other Intermittent Computing Environment"
6. US Provisional Application, Serial No. 60/176,305, filed 01/18/2000, "Method and Apparatus For Providing Mobile And Other Intermittent Connectivity In A Computing Environment"
7. US Provisional Application, Serial No. 60/274,615, filed 03/12/2001, "Method and Apparatus For Providing Mobile And Other Intermittent Connectivity In A Computing Environment"
8. US Provisional Application, Serial No. 60/347,243, filed 01/14/2002, "Method And Apparatus For Providing Secure Connectivity Using Standards Base Mechanism In Mobile And Other Intermittent Computing Environments"



ATTACHMENT 1
Patent Security Agreement
(Continued)

