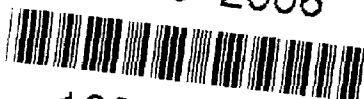


05-09-2006

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



103234189

RE

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)

gNumber, Inc.

2. Name and address of receiving party(ies)

Name: Accent Texas Fund I, L.P.

Internal Address: _____

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

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

Execution Date(s) February 28, 2006

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other _____

Street Address: 5300 Bee Caves Road

Building 1, Suite 240

City: Austin

State: Texas

Country: USA

Zip: 78746

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

4. Application or patent number(s):

A. Patent Application No.(s)

11/216,584

11/228,887

11/228,841

11/098,969

☐ This document is being filed together with a new application.

B. Patent No.(s)

60/631,820

Additional numbers attached? ☐ Yes ☒ No

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

Name: Greg A. Young

Internal Address: _____

Street Address: 600 Congress Avenue
Suite 2900

City: Austin

State: Texas Zip: 78701

Phone Number: 512-391-6100

Fax Number: 512-391-6149

Email Address: gyoung@munsch.com

6. Total number of applications and patents involved: 5

7. Total fee (37 CFR 1.21(h) & 3.41) \$ \$200.00

☐ 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:

Chantal McCabe

Signature

April 27, 2006

Date

Chantal McCabe

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 (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

04/10/2006
700257206Form PTO-1595 (Rev. 08/05)
OMB No. 0551-0027 (exp. 6/30/2008)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark OfficeRECORDATION 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)

gNumber, Inc.

2. Name and address of receiving party(ies)

Name: Accent Texas Fund I, L.P.

Internal Address:

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

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

Execution Date(s) February 28, 2006

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Joint Research Agreement☐ Government Interest Assignment☐ Executive Order 8424, Confirmatory License☐ Other

Street Address: 5300 Bee Caves Road

Building 1, Suite 240

City: Austin

State: Texas

Country: USA

Zip: 78746

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)

B. Patent No (s)

11/218,584

11/228,887

11/228,841

Additional numbers attached? ☐ Yes ☒ No

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

Name: Greg A. Young

Internal Address:

Street Address: 600 Congress Avenue
Suite 2900

City: Austin

State: Texas

Zip: 78701

Phone Number: 512-391-6100

Fax Number: 512-391-6149

Email Address: gyoung@munisch.com

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 1.21(h) & 3.41) \$ \$120.00

☐ 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 13-4800

Acct. # 23559

Authorized User Name

9. Signature:

Chantal McCape

Signature

April 10, 2006

Date

Name of Person Signing

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

7

Documents to be recorded (including cover sheet) should be faxed to (571) 278-0146, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, V.A. 22313-1460

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 28th day of February, 2006, between gNumber, Inc., a Delaware corporation ("Company"), and Accent Texas Fund I, LP, a Texas limited partnership, in its capacity as Agent for the Purchasers (together with its successors and assigns in such capacity, "Secured Party").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Note Purchase Agreement dated March 2, 2006 (as amended, restated, modified, supplemented, renewed or extended from time to time, including all schedules thereto, the "Note Purchase Agreement") by and between Company, Secured Party, and the Purchasers (as defined therein) are willing to make certain financial accommodations available to Company from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Purchasers are willing to make the financial accommodations to Company as provided for in the Note Purchase Agreement, but only upon the condition, among others, that Company shall have executed and delivered to Secured Party, for the benefit of the Purchasers, that certain Security Agreement dated March 2, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Company is required to execute and deliver to Secured Party, for the benefit of the Purchasers, this Patent Security Agreement,

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Note Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Company hereby grants to Secured Party, for the benefit of the Purchasers, a continuing first priority security interest in all of Company's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of its Patents and rights in and to Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutions, extensions or renewals of, and improvements on, the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Company against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Intellectual Property License.

3. SECURITY FOR INDEBTEDNESS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Indebtedness and the performance of the Company's obligations under the Transaction Documents, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Indebtedness and would be owed by Company, to Secured Party, the Purchasers,

or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Company.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Secured Party, for the benefit of the Purchasers, pursuant to the Security Agreement. Company hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interests in the Patent Collateral made and 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.

5. AUTHORIZATION TO SUPPLEMENT. If Company shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto. Company shall give prompt notice in writing to Secured Party with respect to any such new patent rights. Without limiting Company's Indebtedness under this Section 5, Company hereby authorizes Secured Party unilaterally to modify this Agreement by amending Schedule I to include any such new patent rights of Company. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any other Transaction Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Patent Security Agreement or any other Transaction Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement or any other Transaction Document refer to this Patent Security Agreement or such other Transaction Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such other Transaction Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any other Transaction Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Transaction Document to the satisfaction or repayment in full of the Indebtedness shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Indebtedness other than unasserted contingent indemnification Indebtedness that, at such time, are allowed to remain outstanding and that are not required by the provisions of the Note Purchase Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Transaction Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[SIGNATURE PAGE FOLLOWS]

Effective as of the date first written above.

COMPANY:

gNumber, Inc., a Delaware corporation

By: Indraj
Name: INDRAJ GILL
Title: CEO

Address for Notices:

Attn: _____
Fax: _____

SECURED PARTY:

Accent Texas Fund I, LP, a Texas limited
partnership, in its capacity as Agent for the
Purchasers

By: _____
Mansoor A. Ghori, Managing Director

Address for Notices:

5300 Bee Caves Road
Building I, Suite 240
Austin, Texas 78746
Fax: (512) 306-9383

Signature Page to Patent Security Agreement

Effective as of the date first written above.

COMPANY:

gNumber, Inc., a Delaware corporation

By: _____
Name: _____
Title: _____

Address for Notices:

Attn: _____
Fax: _____

SECURED PARTY:

Accent Texas Fund I, LP, a Texas limited
partnership, in its capacity as Agent for the
Purchasers

By:  _____
Mansoor A. Ghori, Managing Director

Address for Notices:

5300 Bee Caves Road
Building I, Suite 240
Austin, Texas 78746
Fax: (512) 306-9383

Signature Page to Patent Security Agreement

SCHEDULE I

TO

PATENT SECURITY AGREEMENT

The Company has rights under a draft utility patent to be filed in Q1 2006 for "Communicating advertisements via voice channels" for technology related to future enhancements for its UnWired Buyer product.

The Company has a utility patent (Reference Number PORT001US0) entitled "Secure Global Telephone Number System and Method of Operation" with the United States Patent and Trademark Office on April 5, 2005 (Serial No. 11/098,969).

The Company filed a provisional patent application (Reference Number PORT001USP) entitled "Voice Over Technologies For One Global Telephone Number" with the United States Patent and Trademark Office on November 30, 2004 (Serial No. 60/631,820).

The Company has a draft provisional patent application (Reference Number PORT002USP) entitled "Mobile Audio RSS".

The Company has also filed the following patent applications:

Docket #	Application #	Title	Filing Date
1111-0001	11/216,584	System and Method of Event Triggered Voice Call Origination	8/31/2005
1111-0002	11/228,887	System and Method of Event Triggered Voice Call Origination	9/16/2005
1111-0003	11/228,841	System, Method, and User Interface for Interacting with an E-Commerce Website	9/16/2005

PATENT

RECORDED: 04/10/2006

REEL: 017851 FRAME: 0847