

11-28-2006

FORM PTO-1595

(Rev. 08/05)

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HEET

U.S. DEPARTMENT OF COMMERCE

United States Patent and Trademark

103341419

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

11-27-06

1. Name of conveying party(ies): TIC TALK, INC.

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

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

Execution Date: 10/20/06

- Assignment, Security Agreement, Joint Research Agreement, Government Interest Assignment, Executive Order 9424, Confirmatory License, Other

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

Name: Silicon Valley Bank, Internal Address: Loan Documentation HF 154, Street Address: 3003 Tasman Dr., City: Santa Clara, State: CA, Country: USA, Zip: 95054

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s) 10/962,158, 29/235,355, 29/235,368

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Silicon Valley Bank, Internal Address: Loan Collateral HF154, Street Address: 3003 Tasman Drive, City: Santa Clara, State: CA, Zip: 95054, Phone Number: (408) 654-4042, Fax Number: (408) 654-6313, Email Address: ldc@svbank.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, Authorized User Name

9. Signature: Maribel Higuera

11/20/06 Date

Maribel Higuera c/o Shannon Hubbard Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 4

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

11/27/2006 DBYRNE 00000122 10962158

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(120.00 DP)

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") dated as of October 20, 2006 (as defined in the Loan Agreement) is between **SILICON VALLEY BANK** ("Bank") and **TIC TALK, Inc.**, a Delaware corporation ("Grantor").

RECITALS

- A. Bank has made advances to Grantor ("Loans") as described in that certain Amended and Restated Loan and Security Agreement dated of even date herewith (as the same may from time to time be further amended, modified, supplemented or restated, the "Loan Agreement"). Capitalized terms not otherwise defined herein shall the meaning set forth in the Loan Agreement.
- B. Borrower has requested that Bank amend the Loan Agreement, and Bank as agreed, subject to, among other things, Grantor's granting to Bank a security interest in Grantor's Copyrights, Trademarks, Patents, and Mask Works and other intellectual property (the "Intellectual Property Collateral").
- C. Grantor has granted Bank a security interest in all of its right, title and interest, presently existing or later acquired to all the Collateral.

AGREEMENT

Grantor grants Bank a security interest in all of its right, title and interest in its Intellectual Property Collateral (such as the Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C and D), and all proceeds (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements rights throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part.

This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Bank's rights and remedies in the security interest are in addition to those in the Loan Agreement and the other Loan Documents, and those available in law or equity. Bank's rights powers and interests are cumulative with every right, power or remedy provided here. Bank's exercise of its rights, powers or remedies in this Agreement, the Loan Agreement or any other Loan Document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

This Agreement is executed effective as of the date first written above.

BANK:

SILICON VALLEY BANK

By: Melissa Meagher
Name: Melissa Meagher
Title: Relationship Manager

GRANTOR

TIC TALK, INC.,
a Delaware corporation

By: Ronald H. Romeshu
Name: Ronald H. Romeshu
Title: GR, VP + CEO

EXHIBIT A

Copyrights

Description

Registration/Application
Number

Registration/Application
Date

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
Controlling The Use of a Wireless Mobile Communication Device	10/962,158	Pending
Hand-Held Wireless Device	29/235,355	Pending
Hand-Held Wireless Device	29/235,368	Pending

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
TicTalk	78426402	Pending
TicTalk (With Design)	78426410	Pending