

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

CLIENT CODE: POCKET.000GEN

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS: Please record the attached original documents or copy thereof.

<p>Submission Type</p> <p><input checked="" type="checkbox"/> New</p> <p><input type="checkbox"/> Resubmission (Non-Recordation)-Document ID# _____</p> <p><input type="checkbox"/> Correction of PTO Error - Reel # _____ Frame # _____</p> <p><input type="checkbox"/> Corrective Document - Reel # _____ Frame # _____</p>	<p>Conveyance Type</p> <p><input type="checkbox"/> Assignment</p> <p><input type="checkbox"/> Merger</p> <p><input checked="" type="checkbox"/> Security Agreement (Security Interest per Legal Services Retainer Agreement executed by PocketFinder 1/17/06)</p> <p><input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other:</p> <p>Execution Date: 01/17/2006</p>
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<p>Conveying Party(ies)</p> <p>PocketFinder, Inc.</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Receiving Party(ies)</p> <p>Name: Gazdzinski & Associates Address: 11440 West Bernardo Court, Suite 375 San Diego, CA 92127</p> <p>Additional name(s) of receiving party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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Application Number(s) or Patent Number(s)

Application filed herewith

Patent Application No(s): 10/951,855; 11/441,563; 11/491,370

Patent No(s): 6,879,244

Additional numbers attached? Yes No


<p>Correspondent Name and Address</p> <p>Name: Robert F. Gazdzinski, Esq. Internal Address: GAZDZINSKI & ASSOCIATES Street Address: 11440 West Bernardo Court, Suite 375 City: San Diego State: CA ZIP: 92127 Telephone: (858) 675-1670</p>	<p>Fee Amount (37 CFR 3.41): \$160.00 (3 applications; 1 patent)</p> <p><input checked="" type="checkbox"/> Please charge our Deposit Account No. 501423 for any required fees.</p>
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Number of Properties Enter the total number of properties involved: (4)

Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Robert F. Gazdzinski
Name of Person Signing


Robert F. Gazdzinski; Reg. No. 39,990

1/18/07
Date

Pages Enter the total number of pages of the conveyance document including any attachments: (6)

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, VA 22313-1450

CH \$160.00 501423 10951855

GAZDZINSKI & ASSOCIATES
Professional Corporation
Intellectual Property Law

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LEGAL SERVICES RETAINER AGREEMENT

Client(s) Name: PocketFinder, Inc.

Type of Entity: Corporation

Authorized Representative: Joseph Scalisi

Effective Date: December 16, 2005

General

Thank you for choosing Gazdzinski & Associates to represent you with respect to your intellectual property matters.

As with any good business relationship, a clear understanding of the rights and obligations of both parties to such representation is important. This Legal Services Retainer Agreement ("Agreement") sets forth these rights and obligations and the terms of our financial relationship. Our goal is to provide you with the clearest possible understanding of the terms of our representation, as well as an understanding of the costs and fees that may accrue during our handling of your intellectual property matters. Some important considerations to remember include:

- (i) We represent only the entity specifically listed above, and therefore situations may arise where our representation may conflict with the best interests of individuals (or other entities) related to or otherwise associated with the represented entity. If you have any questions at any time about our representation of a specific entity or individual, please ask.

(ii) It is our understanding that Gazdzinski & Associates will be responsible solely for those matters which have been explicitly identified to us by you, including any new matters you authorize us to perform, and pre-existing files transferred to us from another firm.

(iii) Before signing this Agreement, you have the right to seek and consult with independent counsel of your choice regarding the terms of this Agreement.

(iv) You may terminate our firm's representation of you at any time.

Legal Fee and Cost Structure

Our charges are comprised generally of both professional fees and costs which are paid on your behalf. Professional fees are charged by our attorneys, including partners and associates, and by non-attorney individuals, including paralegals, patent agents, engineers, or consultants. Costs may include any number of different charges such as, without limitation, governmental entity filing fees, drafting fees, photocopies, on-line research time, patent download costs, translation costs, postage, messenger/express mail services, foreign associate attorneys, etc.

Our professional fees are generally based on the amount of time we spend attending to your legal matters (which may include consultation with other attorneys or specialists within or outside of our firm), as well as conferring with you in person, by telephone, or by other media such as e-mail. Although some of your matters may be billed at a fixed fee which is independent of the time expended, most fees are calculated at the regular hourly billing rate of the attorney (or other non-attorney individual) performing the work. The hourly rate of each individual is generally determined by his/her experience level and expertise. Our hourly rates and fixed fees are determined by a variety of factors, and therefore are subject to change without notice; however, we anticipate these rates and fees to be changed no more frequently than once per year. We will make reasonable efforts to advise you of such changes before they occur. Please also note that our firm in no way controls any costs or fees charged by governmental agencies or patent authorities of the United States or any foreign country or territory; such costs or fees may change more or less frequently.

Assignment of Work

In order to meet our goals of both high quality and high cost efficiency, we will generally assign both a partner and associate or non-attorney individual to your matters where possible. The partner will direct the associate/non-attorney individual as to strategy, and carefully review all work product to ensure quality. Normally, you will be in contact with your assigned associate or non-attorney individual for routine matters, and your assigned partner for other matters. This approach may be modified, however, subject to your instructions; you may request at any time that a specific individual handle all or a portion of your legal matters.

The following individuals will be assigned to handling your legal matters:

Partner	Robert F. Gazdzinski	\$325	/hour
Attorney I	Brian S. Edmonston	\$250	/hour
Attorney II	Robert E. Kasody	\$225	/hour
Patent Attorney III	Peter J. Gutierrez, III	\$185	/hour
Patent Agent II	Vinay Sathe, Ph.D.	\$145	/hour
Other (non-attorney)	Patent Engineer I	\$125	/hour
	Patent Engineer II	\$110	/hour
	International Patent Specialist	\$95	/hour
	Law Clerk	\$60	/hour
	Legal Assistant	\$60	/hour

Please note that other attorneys and non-attorney individuals in our firm may be involved with your matters on an "as-needed" basis in order to permit your work to be handled at the lowest possible billing rate.

Estimates And Retainers

When undertaking a new matter, or when specifically requested, we will provide you with an estimate of the fees and costs associated with a particular legal matter. As you can appreciate, it is frequently difficult to estimate the exact or even approximate cost of legal services. However, based on the information you have provided us, we estimate the cost of handling your legal matters to be as follows:

Initial Consultation Fee	\$	Waived
Fees:	est. \$	_____
_____	est. \$	_____
Costs:	est. \$	_____
_____	est. \$	_____
Retainer Amount:	\$	0.00

Note that any estimate we provide for filing a patent or trademark application does NOT include the later expense of prosecuting the application, or payment of any issue or maintenance fees associated with any resulting patent or trademark registration.

It is our firm's standard practice to request an advance payment or "retainer" when initiating representation of a new client. Additional retainers may also be required for special matters such as foreign applications, litigation, or substantial anticipated "up-front" costs. All retainers paid by you will be placed in a trust fund and either (i) applied directly to your account as our fees and costs are invoiced; or (ii) held for use as future retainer at your discretion.

Travel

Our firm does not as a practice bill for time spent in travel to or from a client's facility or designated location; however, in certain special circumstances, such billing may be appropriate. If we believe such billing to be warranted, we will make reasonable efforts to advise you of this fact prior to commencing travel. Note that our firm does routinely bill for costs associated with travel including, without limitation, airfare, rental car expense, parking, tolls, fuel, and reasonable meal expense. Receipts for travel expenses will be provided to you upon request at no extra charge.

Billing

Our invoices are mailed monthly, and any unpaid balance is due and payable within thirty (30) days of their receipt. If there is any dispute regarding an invoice, please contact us immediately, but in no case later than thirty days from the date of receipt. On those amounts not paid within thirty (30) days of the date of the invoice, we will assess a late charge of ten percent (10%) per annum. If your bills remain unpaid beyond ninety (90) days, you hereby explicitly authorize Gazdzinski & Associates to terminate your representation.

Contact Information

In order for us to properly represent you, it is essential that we be able to contact you at all times. Accordingly, you must inform us in writing of any changes in the name, address, telephone number, state of incorporation or other relevant information regarding you or your business. If we require your instructions or authorization to proceed with legal work on your behalf, we will attempt to contact you at the latest address/telephone number we have received from you. If such attempts are unsuccessful, we will make reasonable efforts to locate you. However, if we are unable to locate you after reasonable efforts, we will take no further action with respect to your legal matters, and you hereby authorize us to terminate our representation of you, including the abandonment of any pending application(s).

Legal Advice and Outcome

Due to the nature of intellectual property law, it is very difficult for us to predict the outcome of legal matters. While we endeavor to provide you with the best possible advice based on our available information and professional judgment, nothing in this Agreement and nothing in our legal advice, statements or correspondence to you should be in any way construed as a guarantee as to the outcome of any of your intellectual property matters. In particular, when filing a patent or trademark application, there is no guarantee that the application will be allowed so that a patent will issue or that a trademark registration will result.

Maintenance Fees and Annuities

Unless directed otherwise, the firm will make all reasonable attempts to obtain advance approval for payment of maintenance fee and annuity payments on applications filed by Gazdzinski & Associates (or otherwise transferred from other firms). All such payments made on your behalf will be billed to you in due course. Remuneration of the firm for these fees is your responsibility.

Security Interest

As a security interest for payment of our professional fees and costs, you hereby grant to Gazdzinski & Associates a lien on your intellectual property which is the subject of our representation, on any amounts recovered from litigation involving such intellectual property, and on any other proceeds related to such intellectual property, including, without limitation, licensing revenues or sales proceeds. This lien is for the outstanding amounts owed to us during or after the conclusion of the performance of our services. With respect to this lien, you hereby appoint Gazdzinski & Associates as your attorneys-in-fact with full authority to execute any and all documents necessary to perfect our lien or preserve our security interest.

Termination of Employees

In the unlikely event that a partner, attorney, or other non-attorney individual assigned to your matters terminates employment with our firm, we will make reasonable attempts to notify you as soon as possible, and assign a suitable replacement. In the event that no suitable replacement can be found within our firm (such as where a very specialized expertise is required), we will promptly attempt to refer you to suitable counsel at another firm.

Dispute Resolution

Our firm is committed to providing you with the highest quality legal services at a reasonable cost. However, we recognize that situations may exist where disputes concerning our representation of you may arise. By signing this Agreement, you hereby agree with us to resolve all disputes regarding our services or fees through binding arbitration before the American Arbitration Association and in accordance with their rules. We believe this approach to be equitable to all parties involved. You should also be aware of your right to arbitrate the matter before the Bar Association in an effort to reach a resolution. By signing this Agreement, you further agree that the prevailing party in any arbitration hereunder, or in any legal proceeding of any kind brought to enforce any arbitration or interpret any provision of this Agreement, will be awarded reasonable attorney's fees and costs incurred therein.


Termination Of Relationship

As previously indicated, you retain the right to discharge us as your representative for any reason at any time. Similarly, we retain the right to terminate our representation of you for any reason after giving you reasonable notice of our decision to terminate. By signing this Agreement, you agree to sign any and all documents required to effect our termination.

Professional Malpractice Insurance


Gazdzinski & Associates maintains legal malpractice insurance on all its attorneys for legal services relating to the field of intellectual property with Columbia Casualty Company. If you have specific questions regarding our professional malpractice insurance coverage, please do not hesitate to contact us.

Gazdzinski & Associates

 1/18/0

Robert F. Gazdzinski, Esq. Date

PocketFinder, Inc

 Jan 17/4 2006

Joseph Scalisi Date

Name: Joseph Scalisi
Title: President

Address: 21520 Yorba Linda Boulevard
Suite G287
Yorba Linda, CA 92887

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