

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
RBA International, Inc.	04/18/2008

RECEIVING PARTY DATA

Name:	Smart SMS Corp.
Street Address:	11301 Olympic Blvd.
Internal Address:	Suite 680
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90064

PROPERTY NUMBERS Total: 6

Property Type	Number
Patent Number:	7229006
Application Number:	11522432
Application Number:	11528554
Application Number:	11588371
Application Number:	11634216
Application Number:	11445284

CORRESPONDENCE DATA

Fax Number: (408)850-9980

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Correspondent Name: IPxLAW Group LLP

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PATENT

500806842

REEL: 022390 FRAME: 0639

OP \$240.00 7229006

ATTORNEY DOCKET NUMBER:

SMARTSMS

NAME OF SUBMITTER:

Maryam Imam

Total Attachments: 10

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INTELLECTUAL PROPERTY TABLE**Smart SMS Corporation**

Application Serial No.	Filing Date	Patent or Publication No.	Issue or Publication Date	Inventor	Title
11/130,131	5/17/2005	7,229,006	6/12/2007	Babbi et al.	Systems and Methods for Remote Account Control
11/522,432	9/18/2006	2007-0073616	5/29/2007	Silbernagel et al.	Method and System for Designating and Tracking Feature Sets for Individual Accounts
11/528,554	9/28/2006	2007-0078763	4/5/2007	Babi et al.	Method and System for Transferring Funds Between Two Phone Callers
11/588,371	10/27/2006	2007-0101411	5/3/2007	Babi et al.	Systems and Methods for User Interface Control
11/634,216	12/6/2006	2007-0140450	6/21/2007	Babi et al.	Systems and Methods for Providing Prepaid Collect Telecommunications Service
11/445,284	6/2/2006	2007-0214080	9/13/2007	Babi et al.	Intermediary Payment System and Method

SECURITY AGREEMENT

This Security Agreement (this "Agreement") is made and entered into this 18th day of April, 2008 (the "Execution Date") between RBA International, Inc., a Washington corporation headquartered at 703 Broadway, Suite 600, Vancouver, WA 98660 ("Debtor"), and Smart SMS Corp, a Florida corporation headquartered at 11301 Olympic Blvd., Suite 680, Los Angeles, CA 90064 ("Secured Party").

PRELIMINARY STATEMENTS

A. Debtor and Secured Party entered into a Credit Agreement, dated as of April 18, 2008 (the "Credit Agreement") relating to, among other things, a credit facility by Secured Party to Debtor in order to finance certain obligations of Debtor specified therein.

B. In connection with the Credit Agreement, Debtor executed a Promissory Note (the "Note") for the benefit of the Secured Party.

C. As a condition precedent to Secured Party's entry into the Credit Agreement, Secured Party has further required that the Debtor execute and deliver this Agreement to Secured Party and grant the security interest contemplated by this Agreement in order to secure the prompt and complete performance by the Debtor under the Credit Agreement.

D. The Debtor will derive substantial direct and indirect benefit from the transactions contemplated by the Credit Agreement.

E. Unless otherwise defined in this Agreement or the Credit Agreement, terms defined in Article 8 and 9 of the Washington Uniform Commercial Code are used in this Agreement as such terms are defined in such Article 8 and 9.

NOW, THEREFORE, in consideration of the promises and in order to induce Secured Party to enter into the Credit Agreement, the Debtor hereby agrees with the Secured Party as follows:

1. **Grant of Security Interest.** As collateral security for the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Obligations (as defined in Paragraph 2 below), Debtor grants to Secured Party a continuing security interest in and lien upon all of its respective right, title and interest in, to and under the Collateral (as defined in Paragraph 3 below), which security interest and lien shall have first-priority, except as disclosed in Schedule 5(a).

2. **Obligations.** For purposes of this Agreement, "Obligations" means any and all debts, obligations, and liabilities of Debtor to Secured Party arising out of, or relating in any way to the Credit Agreement and the Note, and any obligations of Debtor to Secured Party pursuant to this Agreement, whether existing or arising after the date of this Agreement, whether voluntary or involuntary, whether jointly owned with others, whether direct or indirect, whether absolute or contingent, whether for principal, interest, premiums, fees, indemnities, contract causes of action, costs, expenses or otherwise, or whether or not from time to time increased, decreased,

extinguished, created, or incurred.

3. **Collateral.** For purposes of this Agreement, "Collateral" means the following property of the Debtor, wherever located and whether now or hereafter existing and whether now owned or hereafter acquired, of every kind and description, tangible or intangible:

- (a) all Accounts, including, without limitation, receivables;
- (b) all Deposit Accounts, and the monies and property in the possession or under the control of the Secured Party or any affiliate, representative, agent or correspondent of the Secured Party (for shall be perfected by control);
- (c) all intellectual property and other rights and property set forth in Exhibit A hereto; and
- (d) all Proceeds, including all cash Proceeds and non-cash Proceeds, and products of any and all of the foregoing Collateral;

in each case howsoever Debtor's interest therein may arise or appear (whether by ownership, security interest, claim or otherwise).

4. **Debtor Remains Liable.** Anything herein to the contrary notwithstanding, (a) Debtor shall remain liable in connection with the Collateral to perform all of its duties and obligations in connection therewith to the same extent as if this Agreement had not been executed, (b) the exercise by Secured Party of any of the rights hereunder shall not release Debtor from any of its duties or obligations in connection with the Collateral, and (c) Secured Party shall not have any obligation or liability in connection with the Collateral by reason of this Agreement or the Credit Agreement, nor shall Secured Party be obligated to perform any of the obligations or duties of Debtor in connection therewith or to take any action to collect or enforce any claim for payment assigned hereunder.

5. **Representations and Warranties.** As a material inducement to Secured Party under this Agreement, Debtor represents and warrants that the following are and shall remain true and correct:

(a) Debtor is the sole legal and beneficial owner of the Collateral free and clear of any lien, claim, and option or right of others, except for the security interest created under this Agreement or as otherwise expressly noted in the definition of Collateral or in Schedule 5(a) hereto;

(b) except as disclosed on Schedule 5(a) hereto, no effective financing statement or other instrument similar in effect covering all or any part of such Collateral or listing Debtor as debtor is on file in any recording office on the date of execution of this Agreement;

(c) this Agreement, together with the filing of a proper UCC-1 financing statement, creates in favor of the Secured Party a valid and perfected first priority (except as otherwise expressly stated in the definition of Collateral) security interest in the Collateral, securing the payment and performance of the Secured Obligations, subordinate only to the existing security

interests that are prior and are set forth on Schedule 5(a) hereto;

(d) no authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or any other third party is required for (i) the grant by Debtor of the security interest granted hereunder or for the execution, delivery or performance of this Agreement by Debtor or (ii) with the exception of a UCC-1 financing statement and, in the case of Deposit Accounts, a control agreement, the perfection or maintenance of the security interest created hereunder;

(e) no defenses, offsets, claims, or counterclaims exist against Debtor that may be asserted against Secured Party in any proceeding to enforce Secured Party's rights in the Collateral;

(f) the execution, delivery, and performance of this Agreement by Debtor is not in violation of any applicable law or regulation or contractual obligation of Debtor;

(g) Debtor is a corporation duly organized, validly existing, and in good standing under the laws of the State of Washington;

(h) Debtor has been duly authorized to execute and deliver this Agreement, which is a valid and binding obligation of Debtor; and

(i) Debtor has complied with all laws, statutes, and regulations pertaining to the Collateral.

6. Further Assurances.

(a) Protection of Security Interest. Upon request of Secured Party, Debtor shall properly execute UCC-1 Financing Statements necessary to perfect Secured Party's security interest in the Collateral. Further, Debtor authorizes Secured Party to file any and all UCC-1 Financing Statements to perfect the security interest granted herein. Upon request of Secured Party, Debtor agrees also to execute, file, and record such other statements, notices, and agreements, take such action and obtain such certificates and documents, in accordance with all applicable laws, statutes, and regulations as may be necessary to perfect, protect, evidence, and continue Secured Party's security interest in the Collateral.

(b) Transactions Involving Collateral. Debtor shall not, without the prior written consent of Secured Party, (a) in any manner sell, offer to sell, assign, offer to assign or otherwise transfer or offer to transfer, or permit any levy or garnishment on the Collateral, or (b) in any manner pledge, mortgage, encumber, or otherwise permit the Collateral to be subject to any lien, security interest or charge, other than the security interest created by this Agreement.

(c) Taxes, Assessments, and Liens. Debtor shall pay when due all taxes, assessments, and liens with regard to the Collateral. Debtor may withhold any such payment or may elect to contest any lien if Debtor is conducting appropriate proceedings in good faith to contest the obligation to pay and so long as Secured Party's interest is not jeopardized.

7. Defaults and Remedies. While any Event of Default (as defined in the Credit

Agreement) exists:

(a) Secured Party may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party upon default under the Washington Uniform Commercial Code or under the laws of Washington or other applicable law (whether or not the Washington Uniform Commercial Code applies to the affected Collateral).

(b) [Reserved].

(c) All payments received by Debtor under or in connection with or otherwise in respect of, the Collateral shall be received in trust for the benefit of Secured Party, shall be segregated from other funds of Debtor and shall be forthwith paid over to Secured Party in the same form as so received (with any necessary endorsement).

(d) All of Secured Party's rights and remedies, whether evidenced by this Agreement or any other writing or arising by operation of law, shall be cumulative and may be exercised singularly or concurrently. Election by Secured Party to pursue any remedy shall not exclude pursuit of any other remedy.

8. **Security Interest Absolute.** The obligations of Debtor under this Agreement are independent of the Obligations or any other obligations of Debtor, and a separate action or actions may be brought and prosecuted against Debtor to enforce this Agreement. All rights of Secured Party and the security interest hereunder, and all obligations of Debtor hereunder, shall be irrevocable, absolute and unconditional irrespective of, and Debtor hereby irrevocably waives (to the maximum extent permitted by applicable law) any defenses it may now have or may hereafter acquire in any way relating to, any or all of the following:

(a) any lack of validity or enforceability of the Credit Agreement or any other agreement or instrument relating thereto; and

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations or any other obligations of Debtor under or in respect of the Credit Agreement, the Note or any other amendment or waiver of or any consent to any departure from the Credit Agreement or the Note, including, without limitation, any increase in the Obligations.

This Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Obligations is rescinded or must otherwise be returned by Secured Party or by any other Person upon the insolvency, bankruptcy or reorganization of Secured Party all as though such payment had not been made.

9. **Waiver.** Secured Party shall not be deemed to have waived any rights under this Agreement unless such waiver is in writing and signed by Secured Party. No delay or omission on the part of Secured Party in exercising any right shall operate as a waiver of such right or any other right.

10. Miscellaneous.

(a) Successors and Assigns. Subject to the provisions otherwise contained in this Agreement, this Agreement shall inure to the benefit of and be binding on the successors and assigns of the respective parties.

(b) Notices. Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given (a) on the date of personal service on the parties, (b) on the third business day after mailing, if the document is mailed by registered or certified mail, (c) one day after being sent by professional or overnight courier or messenger service guaranteeing one day delivery, with receipt confirmed by the courier, or (d) on the date of transmission if sent by telegram, telex, telecopy, or other means of electronic transmission resulting in written copies, with receipt confirmed. Any such notice shall be delivered or addressed to the parties at the addresses set forth below or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

(c) Amendment. The provisions of this Agreement may be modified at any time by written agreement of the parties. Any such agreement made after the date of this Agreement shall be ineffective to modify this Agreement in any respect unless in writing and signed by Debtor and Secured Party.

(d) Captions. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

(e) Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be effective as delivery of an original executed counterpart of this Agreement.

(f) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement that can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated, and the Parties hereto shall act in good faith to amend such provision to restore the validity and/or enforceability of such provision by amendment.

(g) Governing Law. The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the laws of the State Washington, excluding its conflict of laws rules.

(h) Submission to Jurisdiction. Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any Washington State court or Federal court of the United States of America sitting in Clark County, Washington, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any

such action or proceeding may be heard and determined in any such Washington State court or, to the fullest extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that any party may otherwise have to bring any action or proceeding relating to this Agreement in the courts of any jurisdiction, including the courts of the Washington. Each of the parties hereto irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any Washington State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(i) WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DEBTOR AND SECURED PARTY EACH HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY THAT ANY OF THEM MAY HAVE IN ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATED TO THE CREDIT AGREEMENT, THE NOTE, OR THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO AND THERETO.

(j) Entire Agreement. This document and its exhibits constitute the entire agreement between the parties, all oral agreements being merged in this Agreement, and supersede all prior representations. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement or its exhibits.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written

SECURED PARTY

Smart SMS Corp.,
a Florida corporation

Signature

Printed Name

Title

DEBTOR

RBA International, Inc.,
a Washington corporation

Signature

Printed Name

Title

Exhibit A

Specifications on Certain Intellectual Property Collateral

All of the Debtor's right, title, and interest, now owned or hereafter acquired in and to the following types or items of property:

The following patents and patent applications:

1. Systems and Methods for Remote Account Control – Issued U.S. Patent No. 7,229,006
2. Intermediary payment system and method – Pub/App No. 20070214080
3. Systems and methods for providing prepaid collect telecommunications service – Pub/App No. 20070140450
4. Systems and methods for user interface control – Pub/App No. 20070101411
5. Method and system for transferring funds between two phone callers – Pub/App No. 20070078763
6. Method and system for designating and tracking feature sets for individual accounts – Pub/App No. 20070073616

The following software and methodologies:

- Software for debit card systems, presently in production, which uses the above patents and consists of both JAVA source code and Unix-based IVR application which uses Asterisk and Perl.
- Methodology in document form, including flowcharts for security management, processes for access control, data protection, logging, etc., as sold and/or licensed to financial institutions.

All products and proceeds of the foregoing property, including without limitation, all accounts, instruments, chattel paper, investment property, other rights to payment, documents, deposit accounts, money, insurance proceeds, and general intangibles related to the foregoing property, and all refunds of insurance premiums due or to become due under all insurance policies covering the foregoing property.



Schedule 5(a)

Existing Liens

Washington State UCC Filing #97-197-0387, Bank of America NT & SA DBA Seafirst Bank as secured party.

Washington State UCC Filing #97-279-0123, Bank of America NT & SA DBA Seafirst Bank as secured party.

Washington State UCC Filing #2008-056-0006-5, Smart SMS Corp. as secured party.

