

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cellnet Holding Corporation		09/21/2004	CORPORATION: DELAWARE
Cellnet Technology, Inc.		09/21/2004	CORPORATION: DELAWARE
Cellnet Technology Midwest, Inc.		09/21/2004	CORPORATION: DELAWARE
Cellnet Technology Northeast, Inc.		09/21/2004	CORPORATION: DELAWARE
Cellnet Innovations, Inc.		09/21/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc.
Street Address:	1000 Abernathy Road, Suite 1450
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	76355736	
Registration Number:	1820453	CELLNET
Registration Number:	2818010	
Serial Number:	76355734	MY ENERGYINFO
Registration Number:	1333657	CELLNET
Registration Number:	2815470	UTILITYDATALINK

CORRESPONDENCE DATA

Fax Number: (212)903-3666
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-468-8039
 Email: abishop@mofo.com
 Correspondent Name: Deborah L. Fine

CH \$165.00 76355736

Address Line 1: 1290 Avenue of the Americas
Address Line 4: New York, NEW YORK 10104

ATTORNEY DOCKET NUMBER: 51270-40

NAME OF SUBMITTER: Amanda Bishop

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

by and among

THE GRANTORS NAMED HEREIN,

as Grantors

and

WELLS FARGO FOOTHILL, INC.,

as Agent for the Lenders

Dated as of July 23, 2004

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Schedule I - Trademark Registrations and Applications

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 23, 2004, is entered into by and among the Persons listed on the signature page(s) hereof under the caption "Grantors" (collectively, the "Grantors" and, each, a "Grantor"), and **WELLS FARGO FOOTHILL, INC.**, a California corporation, as administrative agent (in such capacity, the "Agent") for the lenders (the "Lenders") pursuant to the Loan Agreement (as hereinafter defined).

PRELIMINARY STATEMENTS.

(1) Each of CELLNET HOLDING CORP., a Delaware corporation ("Parent"), and its subsidiaries CELLNET TECHNOLOGY, INC., a Delaware corporation; CELLNET TECHNOLOGY MIDWEST, INC., a Delaware corporation; CELLNET TECHNOLOGY NORTHEAST, INC., a Delaware corporation; and CELLNET INNOVATIONS, INC., a Delaware corporation (collectively, the "Borrowers" and, each, a "Borrower"), have entered into a Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), with the Lenders, the Agent and SILVER POINT FINANCE, LLC as term loan B agent (in such capacity, the "Term Loan B Agent"). Capitalized terms used herein but not defined shall have the meanings given them in the Loan Agreement, and the rules of construction set forth in Section 1.4 of the Loan Agreement shall apply hereto.

(2) It is a condition precedent to the making of the initial Advance and Term Loans by the Lenders under the Loan Agreement (or any other extension of credit provided for thereunder) that the Grantors shall have granted the security interests contemplated by this Agreement.

NOW, THEREFORE, in consideration of the premises of and in order to induce the Lenders to make the initial Advance and Term Loans (or otherwise extend credit) under the Loan Agreement, and subject to the terms of the Loan Agreement, each Grantor hereby agrees with the Agent for its benefit and the ratable benefit of the Agents, the Lenders, the Issuing Lender, the Bank Product Providers and the Silver Point Parties (collectively, the "Secured Parties"), as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Agent for its benefit and the ratable benefit of the other Secured Parties a continuing security interest in such Grantor's right, title and interest in and to all currently existing and hereafter acquired or arising Trademark Collateral (as defined below) in order to secure the Secured Obligations (as defined below). The Agent's Liens in and to the Trademark Collateral shall attach to all Trademark Collateral without further act on the part of Agent or Grantors. For the purposes of this Agreement, "Trademark Collateral" shall mean all of Grantors' right, title and interest in and to:

(a) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including (i) the right to sue or otherwise recover for any and all past,

present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (collectively, the "Trademarks"). For the purposes of this Agreement, the Trademarks shall include each trademark registration and application identified in Schedule I attached hereto and made a part hereof (which the Grantors may amend from time to time, provided that notice and copies thereof are promptly provided to the Agent); and

(b) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or marks, whether such Grantor is a licensor or licensee under any such license agreement, subject, in each case, to the terms of such license agreements, including terms requiring consent to a grant of a security interest, and any right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Loan Agreement) now or hereafter owned by such Grantor and now or hereafter covered by such licenses, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such name or mark (collectively, the "Licenses").

Notwithstanding the foregoing, "Trademark Collateral" shall not include any rights or interests in any lease, license, or agreement or property or assets if under the terms of such lease, license, or agreement (or the lease, license or agreement relating to or restricting liens on such property or assets), or applicable law with respect thereto, the assignment or valid grant of a security interest or lien therein to Agent is prohibited and such prohibition has not been or is not waived or the consent of the other party to the applicable lease, license, or agreement has not been or is not otherwise obtained or under applicable law such prohibition cannot be waived; provided, that the foregoing exclusion shall in no way be (i) construed to apply if any such prohibition would be rendered ineffective under the Code (including Sections 9-406 and 9-408) or other applicable law (including the Bankruptcy Code) or principles of equity, (ii) construed so as to limit, impair or otherwise affect Agent's unconditional continuing security interests in and liens upon any rights or interests of Grantors in or to the proceeds thereof, including monies due or to become due under any such lease, license, or agreement (including any Accounts), or (iii) construed to apply at such time as the condition causing such prohibition shall be remedied and, to the extent severable, "Trademark Collateral" shall include any portion of such lease, license, or agreement or property or assets that does not result in such prohibition.

SECTION 2. Security for Obligations. The grant of a security interest in the Trademark Collateral by each Grantor pursuant to this Agreement secures the (a) prompt payment and performance of any and all of the Obligations in accordance with the terms and conditions of the Loan Documents and (b) prompt payment and performance by such Grantor of each of its obligations, covenants and duties now or hereafter existing under this Agreement and the other Loan Documents to which it is a party (collectively, the "Secured Obligations"). Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts that constitute part of the Secured Obligations and would be owed by the Grantors to Agent or the

other Secured Parties under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Agent, any Secured Party or the Grantors.

SECTION 3. The Grantors Remain Liable. Anything herein to the contrary notwithstanding, (a) the Grantors shall remain liable under the contracts and agreements included in the Trademark Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Agent of any of the rights hereunder shall not release the Grantors from any of their duties or obligations under the contracts and agreements included in the Trademark Collateral, and (c) neither the Agent nor the other Secured Parties shall have any obligation or liability under the contracts and agreements included in the Trademark Collateral by reason of this Agreement, nor shall the Agent nor any Secured Party be obligated to perform any of the obligations or duties of the Grantors thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 4. Representations and Warranties. Each Grantor represents and warrants to the Agent and the other Secured Parties as to such Grantor and its Trademark Collateral as follows:

(a) Attached hereto as Schedule I (which Grantors may amend from time to time provided that notice and copies thereof are promptly provided to Agent) is a true, correct, and complete listing of all Trademark registrations and applications for Trademarks as to which such Grantor is the owner or licensor of an exclusive license.

(b) The representations and warranties agreed to by each Grantor in Sections 5.9 and 5.16 of the Loan Agreement with respect to the Loan Agreement and to certain Intellectual Property Rights, as applicable, are hereby incorporated herein by reference and shall apply to this Agreement and to the Trademark Collateral, as applicable.

SECTION 5. Further Assurances. (a) The Grantors shall from time to time, at their sole expense, authorize, execute or deliver all further instruments and documents that the Agent may request in its Permitted Discretion, in form and substance reasonably satisfactory to Agent, to create, perfect and continue perfected or to better perfect the Agent's Liens in the Trademark Collateral, and in order to fully consummate all of the transactions contemplated hereby.

(b) Each Grantor hereby authorizes the Agent to file one or more financing or continuation statements, and amendments thereto (including by recording this Agreement with the U.S. Patent and Trademark Office and its counterpart agencies in all foreign jurisdictions in which Trademarks are used) relating to all or any part of the Trademark Collateral without the signature of such Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Trademark Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) Each Grantor agrees that, should it obtain an ownership or any other interest in any Trademark or License, which is not a part of the Trademark Collateral as of the Closing Date, (i) the provisions of Section 1 shall automatically apply thereto, (ii) any such

Trademark, together with the goodwill of the business connected with the use of same and symbolized by same, or License, shall automatically become Trademark Collateral, and (iii) with respect to any ownership interest in any Trademark or any exclusive license to a Trademark that Grantor is advised is the subject of an application or registration that such Grantor obtains, it shall give prompt written notice thereof to the Agent in accordance with the Loan Agreement. Each Grantor authorizes the Agent to modify this Agreement by amending Schedule I (and will cooperate reasonably with the Agent in effecting any such amendment) to include any trademark or service mark registration or application for such Trademark, which becomes part of the Trademark Collateral under this Section.

(d) The covenants agreed to by each Grantor in Section 6.16 of the Loan Agreement with respect to certain Intellectual Property Rights are hereby incorporated herein by reference and shall apply to the Trademark Collateral.

SECTION 6. Transfers and Other Liens. The Grantors shall not, (a) except for Permitted Dispositions, convey, sell, lease, assign, transfer or otherwise dispose of, or grant any option with respect to, any item of the Trademark Collateral, or (b) create or suffer to exist any Lien upon or with respect to any of the Trademark Collateral except for the security interest created by this Agreement or Permitted Liens.

SECTION 7. The Agent Appointed Attorney-in-Fact. Each Grantor hereby irrevocably appoints the Agent as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, from time to time in the Agent's discretion after the occurrence and during the continuance of an Event of Default, to take any action and to execute any instrument that the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including:

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Trademark Collateral,

(b) to receive, indorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above, and

(c) to file any claims or take any action or institute any proceedings that the Agent may deem necessary or desirable for the collection of any payments relating to any of the Trademark Collateral or otherwise to enforce the rights of the Agent with respect to any of the Trademark Collateral.

To the extent permitted by law, each Grantor hereby ratifies all that the Agent shall lawfully do or cause to be done as attorney-in-fact for such Grantor. The appointment of Agent as attorney-in-fact and each and every one of its rights and powers, being coupled with an interest, is irrevocable until all of the Obligations have been fully and finally repaid and performed and the Lender Group's obligations to extend credit under the Loan Agreement are terminated.

SECTION 8. The Agent May Perform. If any Grantor fails to perform any agreement contained herein, the Agent may itself perform, or cause performance of, such agreement after

reasonable notice to such Grantor to the extent practicable, and the expenses of the Agent incurred in connection therewith shall be payable by the Grantors under Section 11.

SECTION 9. The Agent's Duties. The powers conferred on the Agent hereunder are solely to protect its interest in the Trademark Collateral and shall not impose any duty upon the Agent to exercise any such powers. Except for the safe custody of any Trademark Collateral in its possession and the accounting for any moneys actually received by it hereunder, the Agent shall have no duty as to any Trademark Collateral or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Trademark Collateral. The Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Trademark Collateral in its possession if such Trademark Collateral is accorded treatment substantially equal to that which the Agent accords its own property.

SECTION 10. Remedies. If any Event of Default shall have occurred and be continuing:

(a) The Agent may exercise in respect of the Trademark Collateral, in addition to other rights and remedies provided for herein or otherwise available to it and to the fullest extent permitted by law, all the rights and remedies of a secured party upon default under the Code (whether or not the Code applies to the affected Trademark Collateral) and also may (i) require the Grantors to, and each Grantor hereby agrees that it will at its sole expense and upon request of the Agent forthwith, assemble all or part of the documents and things embodying the Trademark Collateral as directed by the Agent and make them available to the Agent at a place to be designated by the Agent that is reasonably convenient to both parties, (ii) occupy any premises owned or leased by such Grantor where documents and things embodying the Trademark Collateral or any part thereof are assembled for a reasonable period in order to effectuate the Agent's rights and remedies hereunder or under law, without obligation to such Grantor in respect of such occupation, and (iii) without notice except as specified below, sell the Trademark Collateral or any part thereof in one or more parcels at public or private sale, at any of the Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Agent may deem commercially reasonable. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and the Grantors shall supply to the Agent or its designee the Grantors' know-how and expertise, and documents and things embodying the same, relating to the manufacture, distribution, advertising and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition, and the Grantors' customer lists and other records and documents relating to such Trademark Collateral and to the manufacture, distribution, advertising and sale of such products and services. Each Grantor agrees that, to the extent notice of sale shall be required by the Code, at least ten (10) days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Agent shall not be obligated to make any sale of Trademark Collateral regardless of notice of sale having been given. The Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by the Agent in respect of any sale of, collection from, or other realization upon all or any part of the Trademark Collateral may, in the

discretion of the Agent, be held by the Agent as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Agent pursuant to Section 11) in whole or in part by the Agent for the ratable benefit of the Secured Parties against, all or any part of the Secured Obligations in accordance with Section 2.4 of the Loan Agreement. Any surplus of such cash or cash proceeds held by the Agent and remaining after payment in full of all the Secured Obligations shall be paid over to the Grantors or to whomsoever may be lawfully entitled to receive such surplus.

(c) The Agent may exercise any and all rights and remedies of the Grantors under or otherwise in respect of the Trademark Collateral.

(d) All payments received by the Grantors under or in connection with any of the Trademark Collateral shall be received in trust for the benefit of the Agent, shall be segregated from other funds of the Grantors and shall be forthwith paid over to the Agent in the same form as so received (with any necessary endorsement).

SECTION 11. Indemnity and Expenses. (a) Each Grantor agrees to indemnify the Agent-Related Persons, the Lender-Related Persons and the Participants (each, an "Indemnified Party") in connection with this Agreement in accordance with the terms and conditions of the Loan Agreement.

(b) Expenses incurred in connection with this Agreement shall be paid and/or reimbursed in accordance with the terms and conditions of the Loan Agreement.

SECTION 12. Amendments, Waivers, Etc. No amendment or waiver of any provision of this Agreement, and no consent to any departure by the Grantors herefrom, shall in any event be effective unless the same shall be in writing and signed by the Agent and, in the case of an amendment, by the Agent and the Grantors, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure on the part of the Agent to exercise, and no delay in exercising any right hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

SECTION 13. Addresses for Notices. Any communications between the parties hereto or notices provided herein to be given shall be sent in accordance with the provisions of, and to the addresses set forth in, Section 12 of the Loan Agreement, and if to any Grantor that is not a party to the Loan Agreement, to the address set forth for the Administrative Borrower in the Loan Agreement. .

SECTION 14. Continuing Security Interest; Assignments Under the Loan Agreement. This Agreement shall create a continuing security interest in the Trademark Collateral and shall (a) remain in full force and effect until the later of the payment in full in cash of all of the Secured Obligations and the effective date of termination or expiration of the Loan Agreement, (b) be binding upon the Grantors, their successors and assigns and (c) inure, together with the rights and remedies of the Agent hereunder, to the benefit of the Agent, the other Secured Parties and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), the Agent and any Secured Party may assign or otherwise transfer all or any

portion of its rights and obligations under this Agreement to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to the Agent or such Secured Party herein or otherwise, in each case as provided in Section 14 of the Loan Agreement.

SECTION 15. Release and Termination. (a) Upon any sale, lease, transfer or other disposition of any item of Trademark Collateral in accordance with the terms of the Loan Documents (other than sales of Inventory and grants of non-exclusive licenses, in each case in the ordinary course of business), the Agent will, at the Grantors' sole expense, execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence the release of such item of Trademark Collateral from the security interest granted hereby; provided, however, that (i) at the time of such request and such release and after giving effect thereto no Default shall have occurred and be continuing, (ii) the Grantors shall have delivered to the Agent, at least ten (10) days prior to the date of the proposed release, a written request for release describing the item of the Trademark Collateral and the terms of the sale, lease, transfer or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a form of release for execution by the Agent and a certification by the Grantors to the effect that the transaction is in compliance with the Loan Documents and as to such other matters as the Agent may request, and (iii) the proceeds of any such sale, lease, transfer or other disposition required to be applied in accordance with Section 2.4 of the Loan Agreement shall be paid to, or in accordance with the instructions of, the Agent at the closing.

(b) Upon the later of the payment in full in cash of all of the Secured Obligations and the effective date of termination or expiration of the Loan Agreement, the security interest granted hereby shall terminate and all rights to the Trademark Collateral as shall not have been sold or otherwise applied pursuant to the terms hereof shall revert to the Grantors. Upon any such termination, the Agent will, at the Grantors' sole expense, authorize, execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

SECTION 16. Governing Law; Terms. THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

SECTION 17. Consent to Jurisdiction. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY TRADEMARK COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. GRANTORS, AGENT AND (BY THEIR ACCEPTANCE HEREOF) SECURED PARTIES WAIVE, TO THE EXTENT PERMITTED

UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 17.

SECTION 18. Waiver of Jury Trial. GRANTORS, AGENT AND (BY THEIR ACCEPTANCE HEREOF) SECURED PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. GRANTORS, SECURED PARTIES AND AGENT REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

SECTION 19. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 20. Supplement to Loan Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Loan Agreement. The Grantors acknowledge that the rights and remedies of the Agent and the other Secured Parties are more fully set forth in the Loan Agreement and the other Loan Documents and all such rights and remedies are cumulative. To the extent that the terms or conditions set forth in this Agreement conflict with those set forth in the Loan Agreement, the terms and conditions set forth in the Loan Agreement shall govern.

SECTION 21. Section Headings. The section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

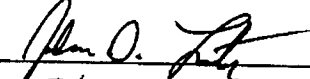
SECTION 22. Integration. This Agreement, together with the other Loan Documents, reflects the entire understanding of the parties with respect to the subject matter contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

[SIGNATURE PAGES TO FOLLOW]

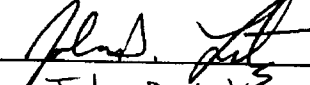
IN WITNESS WHEREOF, the Grantors have caused this Agreement to be duly executed and delivered by their officers thereunto duly authorized as of the date first above written.

GRANTORS:

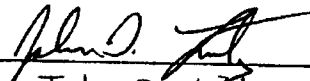
CELLNET HOLDING CORP.,
a Delaware corporation, as a Grantor

By: 
Name: John D. Lutz
Title:

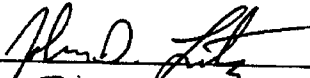
CELLNET TECHNOLOGY, INC.,
a Delaware corporation, as a Grantor

By: 
Name: John D. Lutz
Title:

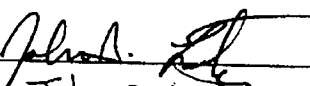
CELLNET TECHNOLOGY MIDWEST, INC.,
a Delaware corporation, as a Grantor

By: 
Name: John D. Lutz
Title:

CELLNET TECHNOLOGY NORTHEAST, INC.,
a Delaware corporation, as a Grantor

By: 
Name: John D. Lutz
Title:

CELLNET INNOVATIONS, INC.,
a Delaware corporation, as a Grantor

By: 
Name: John D. Lutz
Title:

AGENT:

Agreed and consented to as of
the date first above written:

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Agent

By: 

Name: Phylliss Hansen

Title: SR Vice President

SCHEDULE I: TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Description</u>	<u>Application / Registration No.</u>		<u>Issue Dates</u>
<u>Design</u>	<u>76/355,736</u>	<u>USA</u>	<u>N/A</u>
<u>CELLNET</u>	<u>1,820,453</u>	<u>USA</u>	<u>2/8/94</u>
<u>Design</u>	<u>2,818,010</u>	<u>USA</u>	<u>2/24/04</u>
<u>MY ENERGYINFO and design</u>	<u>76/355,734</u>	<u>USA</u>	<u>N/A</u>
<u>CELLNET</u>	<u>1,333,657</u>	<u>USA</u>	<u>4/30/85</u>
<u>UTILITYDATALINK</u>	<u>2,815,470</u>	<u>USA</u>	<u>2/17/04</u>
<u>MYENERGYINFO</u>	<u>637766</u>	<u>Benelux</u>	

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