

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Spring Capital Partners, L.P.		09/13/2006	LIMITED PARTNERSHIP: MARYLAND
Argosy Investment Partners II, L.P.		09/13/2006	LIMITED PARTNERSHIP: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	InPhonic, Inc.
Street Address:	1010 Wisconsin Avenue, N.W.
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20007
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	76106705	TURNING PAGE VIEWS INTO PROFITS
Serial Number:	76111786	INPHONIC
Serial Number:	76291928	UNIFIED INFORMATION
Serial Number:	76291929	WELCOME TO OUR WIRELESS WORLD
Serial Number:	76291930	WE DELIVER CELLULAR
Serial Number:	76297143	INPHONIC INPOWER

CORRESPONDENCE DATA

Fax Number: (214)758-1550
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2147581500
 Email: estafford@pattonboggs.com
 Correspondent Name: Darren W. Collins
 Address Line 1: 2001 Ross Avenue; Suite 3000

OP \$165.00 76106705

Address Line 2: Patton Boggs LLP
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 020748.0100

NAME OF SUBMITTER: Darren W. Collins

Signature: /Darren W. Collins/

Date: 12/13/2006

Total Attachments: 7
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source=4160_001#page2.tif
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source=4160_001#page7.tif

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:15 PM 09/17/2001
1102474 9 - 000000
SRV: 010457813

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
[Redacted]

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names
1a. ORGANIZATION'S NAME
InPhonic, Inc.
OR
1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
1c. MAILING ADDRESS
1010 Wisconsin Avenue, N.W, Suite 250 Washington DC 20007 US
1d. TAX ID# SSN OR EIN ADD. INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION Corporation 1f. JURISDICTION OF ORGANIZATION Delaware 1g. ORGANIZATIONAL ID# (if any) 2711215 NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names
2a. ORGANIZATION'S NAME
OR
2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
2c. MAILING ADDRESS
2d. TAX ID# SSN OR EIN ADD. INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID# (if any) NONE
3. SECURED PARTY'S NAME (BY NAME OF TOTAL ASSIGNEE OF ASSIGNOR S/P) - insert only one secured party name (3a or 3b)
3a. ORGANIZATION'S NAME
Spring Capital Partners, L.P.
OR
3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
3c. MAILING ADDRESS
The Latrobe Building, 5th Floor, 2 East Road Street Baltimore MD 21202 US

4. THIS FINANCING STATEMENT covers the following collateral:
All Debtor's right, title and interest whether now owned or hereafter developed, arising or acquired in, to and under the personal property set forth on Exhibit A attached hereto and incorporated herein by reference.

Handwritten: 04791474/01 9/17

5. ALTERNATIVE DESIGNATION (if applicable) LESSOR/LESSOR CONSIGNEE/CONSIGNOR BAILOUT/BAILOUT SELLER/BUYER AS LIEN NON-UCC FILING
6. This FINANCING STATEMENT is in the filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. CHECK TO REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) All Debtors Debtor 1 Debtor 2
8. OPTIONAL FILER REFERENCE DATA
DE-SOS

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)
189629 v1/RE
2CL9011.DOC
091301/1615

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a OR 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME InPhonic, Inc.			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. TAX ID#; EIN OR EIN	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID, if any		<input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one debtor name (12a or 12b)

12a. ORGANIZATION'S NAME Argosy Investment Partners II, L.P.					
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS 950 West Valley Road, Suite 2902		CITY Wayne	STATE PA	POSTAL CODE 19087	COUNTRY US

13. This FINANCING STATEMENT covers Senior to be cut or ps-extracted Collateral, or is filed as a future filing.

14. Description of real estate.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest)

16. Additional collateral description:

17. Check only if applicable and check only one box.
Debtor is a Trust Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction - effective 30 years
 Filed in connection with a Public-Finance Transaction - effective 30 years

Debtor: InPhonic, Inc.

Exhibit A
to
UCC-1 Financing Statement

1. This Financing Statement covers all of the now-owned and hereafter acquired tangible and intangible property of Debtor, including, without limitation, all of the following:

(a) all Accounts; (b) all Chattel Paper; (c) all Equipment; (d) all Goods; (e) all Instruments; (f) all Inventory; (g) all General Intangibles; (h) all Proceeds; (i) all Real Property; (j) all books, records, computer software and logs relating to and necessary or appropriate to the conduct of the Debtor's business and operation of any Future Business, and including those relating to any of the foregoing; (k) all monies, Deposit Accounts and rights to money of any kind; (l) all commercial tort claims; (m) all Intellectual Property; (n) all additions or accessions to any of the foregoing; (o) all substitutions for any of the foregoing; and (p) all replacements, products and proceeds of the foregoing.

2. Defined Terms. When used herein the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural terms of the terms defined):

"Accounts" shall mean all of the Debtor's now owned and hereafter acquired "accounts," as that term is defined in the Applicable UCC.

"Agreement" shall mean that certain Investment Agreement by and among InPhonic, Inc., Spring Capital Partners, L.P. and Argosy Investment Partners II, L.P. dated as of the 13th day of September, 2001.

"Applicable UCC" shall mean the Uniform Commercial Code ("UCC"), as enacted in the State of Maryland, as amended through the date hereof. Terms used herein which are defined in the UCC and not otherwise defined herein shall have the respective meanings ascribed to such terms in the UCC. To the extent the definition of any category or type of collateral is modified by any amendment, modification or revision to the UCC, such modified definition will apply automatically as of the date of such amendment, modification or revision.

"Chattel Paper" shall mean, collectively, all of the Debtor's now owned and hereafter acquired "chattel paper," (including "tangible chattel paper" and "electronic chattel paper") as those terms are defined in the Applicable UCC.

"Deposit Accounts" shall have the meaning given to it in the Applicable UCC.

"Equipment" shall mean all of the Debtor's now owned and hereafter acquired equipment and fixtures, and all replacements and substitutions therefor and thereof, and all accessions thereto, including, without limitation, every item of equipment that is or

Debtor: InPhonic, Inc.

Exhibit A
to
UCC-1 Financing Statement
(continued)

may be necessary or convenient in relation to the operation of the Debtor's business or any Future Business, including: all materials and equipment and all parts, substitutions, improvements, accessories, attachments and additions thereto and therefor.

"Future Business(es)" when used in the singular, shall mean each business in which the Debtor acquires any interest from and after the date of this Agreement and, when used in the plural, shall mean all such businesses in which the Debtor acquires any such interest; provided, however, that nothing contained herein shall authorize the Debtor to acquire any interest in any Future Business except as specifically permitted by the applicable terms of this Agreement.

"General Intangibles" shall mean, collectively, all of the Debtor's now owned and hereafter acquired "general intangibles" (including "payment tangibles" and "software"), as those terms are defined in the Applicable UCC.

"Goods" shall mean, collectively, all of the Debtor's now owned and hereafter acquired "goods" (including "fixtures") as those terms are defined in the Applicable UCC.

"Instruments" shall mean, collectively, all of the Debtor's now owned or hereafter acquired "instruments" (including "promissory notes"), as those terms are defined in the Applicable UCC.

"Intellectual Property" shall mean, collectively, all of the Debtor's now owned and hereafter acquired intellectual property, including, without limitation the following: (a) all (i) patents (including all rights corresponding thereto throughout the world, and all improvements thereon and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein), (ii) licenses pertaining to any patent, whether the Debtor is licensor or licensee, and (iii) income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including without limitation, damages and payments for past, present or future infringements thereof; (b) all trademarks (including service marks, trade names and trade secrets, and all goodwill associated therewith); (c) all copyrights (including all renewals, extensions and continuations thereof); (d) all applications for patents, trademarks or copyrights and all applications otherwise relating in any way to the subject matter of such patents, copyrights and trademarks filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction; (e) all patents, copyrights, trademarks or applications therefor arising after the date of this Agreement and all rights to renew or extend such patents, copyrights, trademarks and/or applications; (f) all reissues, continuations, continuations-in-part and divisions of the property described in the preceding clauses (a), (b), (c), (d) and (e), including, without limitation, any claims by the Debtor against third parties for infringement thereof; (g) any and all cash proceeds and/or non-cash proceeds of any of

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Debtor: InPhonic, Inc.

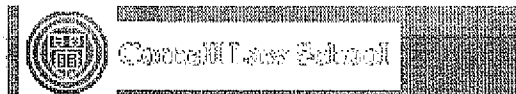
Exhibit A
to
UCC-1 Financing Statement
(continued)

the foregoing, including, without limitation, insurance proceeds, and all supporting obligations and the security therefor or for any rights to payment; and (h) all rights to sue in the Secured Parties' own names or in the Debtor's name for past, present and future infringements or violations of any such patents, trademarks and copyrights.

"*Inventory*" shall mean, collectively, all of the Debtor's now owned and hereafter acquired "*inventory*" as that term is defined in the Applicable UCC, and all products, replacements and substitutions therefor and thereof, and all accessions thereto.

"*Proceeds*" shall have the meaning given to it in the Applicable UCC, and shall include all cash and noncash proceeds (including insurance proceeds) resulting from any complete or partial Transfer of the Collateral or any portion thereof or otherwise relating to or generated by any of the Collateral.

"*Real Property*" shall mean, collectively, all real property owned by the Debtor or in which the Debtor has a leasehold interest and all real property hereafter acquired by the Debtor in fee or by means of a leasehold interest, including all real property on which any of the Debtor's business or any Future Business is now or hereafter conducted, together with all goods located on any such real property that are or may become "fixtures" under the law of the jurisdiction in which such real property is located.



LII / Legal Information Institute

UCC: uniform commercial code

U.C.C. - ARTICLE 9 - SECURED TRANSACTIONS; SALES OF ACCOUNTS AND CHATTEL PAPER ..PART 4. FILING

§ 9-403. What Constitutes Filing; Duration of Filing; Effect of Lapsed Filing; Duties of Filing Officer.

(1) Presentation for filing of a financing statement and tender of the filing fee or acceptance of the statement by the filing officer constitutes filing under this Article.

(2) Except as provided in subsection (6) a filed financing statement is effective for a period of five years from the date of filing. The effectiveness of a filed financing statement lapses on the expiration of the five year period unless a continuation statement is filed prior to the lapse. If a security interest perfected by filing exists at the time insolvency proceedings are commenced by or against the debtor, the security interest remains perfected until termination of the insolvency proceedings and thereafter for a period of sixty days or until expiration of the five year period, whichever occurs later. Upon lapse the security interest becomes unperfected, unless it is perfected without filing. If the security interest becomes unperfected upon lapse, it is deemed to have been unperfected as against a person who became a purchaser or lien creditor before lapse.

(3) A continuation statement may be filed by the secured party within six months prior to the expiration of the five year period specified in subsection (2). Any such continuation statement must be signed by the secured party, identify the original statement by file number and state that the original statement is still effective. A continuation statement signed by a person other than the secured party of record must be accompanied by a separate written statement of assignment signed by the secured party of record and complying with subsection (2) of Section 9-405, including payment of the required fee. Upon timely filing of the continuation statement, the effectiveness of the original statement is continued for five years after the last date to which the filing was effective whereupon it lapses in the same manner as provided in subsection (2) unless another continuation statement is filed prior to such lapse. Succeeding continuation statements may be filed in the same manner to continue the effectiveness of the original statement. Unless a statute on disposition of public records provides otherwise, the filing officer may remove a lapsed statement from the files and destroy it immediately if he has retained a microfilm or other photographic record, or in other cases after one year after the lapse. The filing officer shall so arrange matters by physical annexation of financing statements to continuation statements or other related filings, or by other means, that if he physically destroys the financing statements of a period more than five years past, those which have been continued by a continuation statement or which are still effective under subsection (6) shall be retained.

(4) Except as provided in subsection (7) a filing officer shall mark each statement with a file number and with the date and hour of filing and shall hold the statement or a microfilm or other photographic copy thereof for public inspection. In addition the filing officer shall index the statement according to the name of the debtor and shall note in the index the file number and the address of the debtor given in the statement.

(5) The uniform fee for filing and indexing and for stamping a copy furnished by the secured party to show the date and place of filing for an original financing statement or for a continuation statement shall be \$_____ if the statement is in the standard form prescribed by the [Secretary of State] and otherwise shall be \$_____, plus in each case, if the financing statement is subject to subsection (5) of Section 9-402, \$_____. The uniform fee for each name more than one required to be indexed shall be \$_____. The secured party may at his option show a trade name for any person and an extra uniform indexing fee of \$_____ shall be paid with respect thereto.

(6) If the debtor is a transmitting utility (subsection (5) of Section 9-401) and a filed financing statement so states, it is effective until a termination statement is filed. A real estate mortgage which is effective as a fixture filing under subsection (6) of Section 9-402 remains effective as a fixture filing until the mortgage is released or satisfied of record or its effectiveness otherwise terminates as to the real estate.

(7) When a financing statement covers timber to be cut or covers minerals or the like (including oil and gas) or accounts subject to subsection (5) of Section 9-103, or is filed as a fixture filing, [it shall be filed for record and] the filing officer shall index it under the names of the debtor and any owner of record shown on the financing statement in the same fashion as if they were the mortgagors in a mortgage of the real estate described, and, to the extent that the law of this state provides for indexing of mortgages under the name of the mortgagee, under the name of the secured party as if he were the mortgagee thereunder, or where indexing is by description in the same fashion as if the financing statement were a mortgage of the real estate described.

Note: In states in which writings will not appear in the real estate records and indices unless actually recorded the bracketed language in subsection (7) should be used.

As amended in 1972.

See Appendix II for material relating to changes made in text in 1972.

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[overview](#)
[notes](#)

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