

11-17-2000

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

101520121

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New 10-31-00

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3) Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

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Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231
TRADEMARK

REEL: 002177 FRAME: 0413

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name Attn:

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75807563"/>	<input type="text" value="75807314"/>	<input type="text" value="75807852"/>
<input type="text" value="75807873"/>	<input type="text" value="75807874"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2239230"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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.

Sebastian Camua

10/27/00

Name of Person Signing

Signature

Date Signed

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 16, 2000 by and between SAND HILL CAPITAL II, LP ("Sand Hill") and WAYPORT, INC., a Delaware corporation ("Borrower"), with reference to the following facts:

Sand Hill and Borrower are parties to that certain loan agreement of even date (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Sand Hill a security interest in all of Borrower's right, title and interest, whether presently existing or hereafter acquired, in, to and under the Collateral.

NOW, THEREFORE, Borrower agrees as follows:

To secure performance of its "Obligations" as defined in the Loan Agreement, Borrower grants to Sand Hill a security interest in all of Borrower's right, title and interest in Borrower's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), but shall not include, any of Borrower's rights under any license or other agreement which is listed on Exhibit 1 hereto and which contains a valid and enforceable provision prohibiting the grant of a security interest in the Borrower's rights thereunder. Borrower will not, hereafter, without Sand Hill's prior written consent, enter into a license or agreement which contains a provision prohibiting the grant of a security interest in the Borrower's rights thereunder, unless such license or agreement is not material to its business, and does not give Borrower rights to manufacture, sell or license any products or Intellectual Property

Borrower represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending trademark applications for registration owned or controlled by Borrower, (ii) listed on Schedule B are all patents and pending patent applications owned or controlled by Borrower, and (iii) to the best of Borrower's knowledge, listed on Schedule C are all of Borrower's software, computer programs and other related and material works of authorship necessary for the operation of Borrower's services and which subject to United States copyright protection (other than off-the-shelf software licensed to Borrower on a non-exclusive basis), including, without limitation, those for which the sale, licensing or other disposition results in royalties receivable, license fees receivable, accounts receivable or other sums owing to Borrower. Borrower shall, within 15 days after the date hereof, take all action necessary to file or cause to be filed (to the extent not already filed) with the United States Patent and Trademark Office or United States Copyright Office, as applicable, those intellectual property rights listed on Schedules A, B and C hereto. Borrower shall promptly file or cause to be filed with the United States Patent and Trademark Office or United States Copyright Office, as applicable, those additional patent and trademark applications owned or acquired by Borrower from time to time hereafter (including without limitation revisions or additions to the intellectual property rights listed on such Schedules A, B and C). Borrower shall from time to time, execute and file such other instruments, and take such further actions as Sand Hill may reasonably request from

time to time to perfect or continue the perfection of Sand Hill's interest in the intellectual property rights covered by this Intellectual Property Security Agreement.

This security interest is granted in conjunction with the security interest granted to Sand Hill under the Loan Agreement. Each right, power and remedy of Sand Hill provided for herein shall not preclude the simultaneous or later exercise by Sand Hill of any or all other rights, powers or remedies.

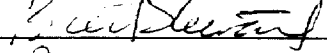
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Borrower: Wayport, Inc.

8303 North MoPac Expressway, Suite A-300

Austin, Texas 78795

Attn: _____

By 
Title PRESIDENT

Address of Sand Hill:

SAND HILL CAPITAL II, LP

3000 Sand Hill Road

Building 2, Suite 110

Menlo Park, CA 94025

Attn: Robert Johnson

By _____
Title _____

Form: Version -2 7/31/00

Document: Version -1

time to perfect or continue the perfection of Sand Hill's interest in the intellectual property rights covered by this Intellectual Property Security Agreement.

This security interest is granted in conjunction with the security interest granted to Sand Hill under the Loan Agreement. Each right, power and remedy of Sand Hill provided for herein shall not preclude the simultaneous or later exercise by Sand Hill of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Borrower: Wayport, Inc.

8303 North MoPac Expressway, Suite A-300

Austin, Texas 78795

Attn: _____

By _____

Title _____

Address of Sand Hill:

SAND HILL CAPITAL II, LP

3000 Sand Hill Road

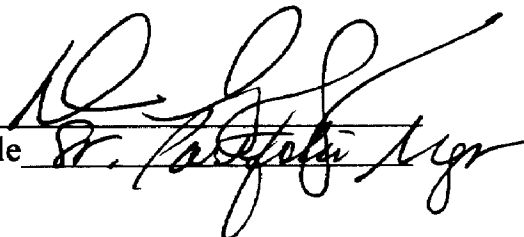
Building 2, Suite 110

Menlo Park, CA 94025

Attn: Robert Johnson

By

Title



Form: Version -2 7/31/00

Document: Version -1

EXHIBIT 1

Non-Assignable Contracts

None

Wayport, Inc.
Intellectual Property Security Agreement
Schedule A - Trademarks

Wayport®, Classes 9 & 38, United States, Reg. No. 2,239,230 filed April 13, 1999 and Serial No. 75/131,133 filed July 8, 1996

Wayport, Class 42, United States, Serial No. 75/807,563 filed September 24, 1999

Wayport, Goods - Canada, Serial No. 1,029,738 filed September 22, 1999

Wayport, Services - Canada, Serial No. 1,029,737 filed September 22, 1999

Wayport, Classes 9 & 38, Mexico, Serial No. 392,849 filed September 29, 1999 for Class 9 and Serial No. 392,848 filed September 29, 1999 for Class 38. Registration no. 654,839.

Wayport, Class 42, Mexico, Serial No. 392,847 filed September 29, 1999

Wayport, Class 42, United States, Serial No. 75/807,563 filed September 24, 1999

Wayport, Class 38, Mexico, Serial No. 392,847 filed September 29, 1999

Wayport, Classes 9, 38 & 42, European Community (CTM), filed September 2000

Wayport, Class 38, Hong Kong, application being prepared by foreign associate

Wayport, Class 38, Australia, application filed September 7, 2000

Wayport, Class 38, Japan, application being prepared by foreign associate

Wayport, Class 38, Egypt, application being prepared by foreign associate

Wayport, Class 38, Malaysia, application being prepared by foreign associate

Wayport, Class 38, Indonesia, application being prepared by foreign associate

Wayport, Class 38, Singapore, application filed September 11, 2000

Wayport, Class 38, Taiwan, application being prepared by foreign associate

Everywire (Intent-to-Use), Class 9, United States, Serial No. 75/807,314 filed September 24, 1999

Everywire (Intent-to-Use), Class 38, United States, Serial No. 75/807,852 filed September 24, 1999

Everywire, Classes 9 & 38, European Community (CTM), filed September 7, 2000

Everywire, Class 9, Singapore, filed September 11, 2000

Everywire, Classes 9 & 38, Hong Kong, application being prepared by foreign associate

Everywire, Class 9, Japan, application being prepared by foreign associate

Design Mark ("Bubble-guy"), Class 9, United States, Serial No. 75/807,873 filed September 24, 1999

Design Mark ("Bubble-guy"), Class 38, United States, Serial No. 75/807,874 filed September 24, 1999

wayport.com, Domain Name, United States, May 21, 1996

wayport.net, Domain Name, United States, June 26, 1996

Wayport, Inc.
Intellectual Property Security Agreement
Schedule B - Patents

Method and Apparatus for Geographic-Based Communications Service, Inventor Brett B. Stewart,
Patent No. 5,835,061 issued 11/10/98 (Serial No. 08/470,004 filed 06/06/95)

System for Hybrid Wired and Wireless Geographic-Based Communications Service (CIP of 00100),
Inventor Brett B. Stewart, Patent No. 5,969,678 issued on 10/19/99 (Serial No. 09/186,131 filed 11/04/98)

Geographic Based Communications Service (CIP of 00103), Inventors Brett B. Stewart and James W.
Thompson (Serial No. 09/382,551 filed on 08/25/99)

Method and Apparatus for Graphic-Based Communications Service (Continuation of 00101),
Inventors Brett B. Stewart and James W. Thompson, (Serial No. 09/382,551 filed 08/25/99)

Context Sensitive Advertising System - Inventor Brett B. Stewart, NOT FILED

Interest Responsive Advertiser Consumer Interface, Inventor Brett B. Stewart (Serial No. 08/487,149
filed 06/07/95) - ABANDONED

UGB System, Inventor Brett B. Stewart, NOT FILED

System and Method for Retrofitting Existing Building Telecommunications Infrastructures, Inventors
Brett B. Stewart and James W. Thompson, (Serial No. 09/302,588 filed 04/30/99)

**System and Method for Retrofitting Existing Building Telecommunications Infrastructures (CIP of
00600)**, Inventors Brett B. Stewart and James W. Thompson (Serial No. 09/304,138 filed 05/03/99)

**System and Method for Retrofitting Existing Building Telecommunications Infrastructures (CIP of
00601)**, Inventors Brett B. Stewart and James W. Thompson (Serial No. 09/557,469 filed 04/25/00)

System and Method for Retrofitting Existing Building Telecommunications Infrastructures (PCT),
Inventors Brett B. Stewart and James W. Thompson, PREPARING

Native Communication Over a Foreign Network Without Reconfiguration, Inventor Brett B. Stewart,
NOT FILED

Advanced Telephony Instrument, Inventor Brett B. Stewart, NOT FILED

System and Method for Operating a Reverse Firewall, Inventors Brett B. Stewart and James W.
Thompson (Serial No. 09/556,380 filed 04/25/00)

A Telephony Device Including an Internal Modem for Guaranteed Bandwidth, Inventors Brett B.
Stewart and James W. Thompson (filed 04/25/00)

Per-Call Advertising (Listen or Pay), Inventors Brett B. Stewart and James W. Thompson - NOT FILED

A Network Communication Service with an Improved Subscriber Model Using Digital Certificates,
Inventors Brett B. Stewart and James W. Thompson (Serial No. 09/433,818 filed 11/03/99)

Geographic-Based Communication System with Precise Location of Users, Inventors Brett B. Stewart and James W. Thompson, First Draft to Inventor

Infomediary System, Inventor James W. Thompson (Serial No. 09/551,309 filed 04/18/00)

Line Extender (Design Patent), Inventors James W. Thompson, Dirk Heinen, Brad Martin, Tim Sweeney and Brian Hunter, Patent No. 429,483 Issued 8/15/00 (Serial No. 29/119,995 filed 03/09/00)

Wireless Network System with Roaming Features, Inventors Brett B. Stewart and James W. Thompson (Serial No. 09/551,291 filed 04/18/00)

System and Method for Distributing Offer Specifications in a Network System, Inventors Brett B. Stewart and James W. Thompson (Atty. Dkt. No. 5285-04900)

Wayport, Inc.
Intellectual Property Security Agreement
Schedule C - Copyrights

Network Management Device Software

1. Data Base Cache Server Software Version 1.6
2. Property Management System Server Software Version 1.25
3. Post.tcl Property Management System Driver Library Version 1.27
4. Palantir Monitoring Software Version 1.0
5. BogonD IP Address Checker Version 8.0
6. Use Scan Software Version 1.62
7. Activity Database Server Software Version 1.23
8. Room View Monitoring Software Version 1.23
9. Property View Monitoring Software Version 1.15
10. Fport Port Assignment and Management Software Version 1.15
11. FFPbill Forced First Page Software Version 1.40
12. Hotel Printing Software Version 1.13

Widget (IBT) Software:

13. NMD_setup Installation Bringup Tool Version 1.135
14. Use Reporting Software Version 1.31

Credit Card Billing Software:

15. Credit Card Authorization Software Version 1.0
16. Credit Card Billing Software Version 1.6
17. Credit Card Evaluation Software For Merchandise Sales Version 1.0

18. Credit Card Refund Software Version 1.0

Wayport World Headquarters Software:

- 19. Billing Run Software Version 1.51
- 20. (not registered)
- 21. Lodgnet Service Common Gateway Interface Version 1.10
- 22. STS Hotelnet Common Gateway Interface Version 1.0
- 23. Property Specific Web Pages Version 1.0
- 24. Airport Home Web Pages Version 1.0
- 25. Everywire NDU Firmware Version 1.0

Printed Circuit Boards:

- 26. Brick Card Design Version 1.0
- 27. 10/PNA Line Card Design Version 1.0
- 28. Controller Card Design Version 1.0
- 29. Backplane Design Version 1.0
- 30. 10/100 Line Card Design Version 1.0
- 31. BRICK LAYOUT Version 1.0
- 32. 10/PNA LINE CARD LAYOUT
- 33. Controller Card Layout Version 1.0
- 34. Blackplane Layout Version 1.0

Wayport, Inc.
Intellectual Property Security Agreement
Schedule D – Trade Secrets

None