

01-05-2000



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FORM PTO-1594
(Rev 5-93)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
NOVATEL WIRELESS, INC.

Individual(s) citizenship:
Association:
General Partnership:
Limited Partnership:
Corporation - State: DELAWARE
Other:

Additional name(s) of conveying party(ies) attached? [] Yes [X] No

mko
1-3-00

2. Name and address of receiving party(ies):

Name: VENTURE BANKING GROUP
a division of Cupertino National Bank
Address: Three Palo Alto Square, Suite 150
City: Palo Alto State: CA Zip: 94306

Individual(s) citizenship:
Association:
General Partnership:
Limited Partnership:
Corporation - State:
Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? [] Yes [x] No

3. Nature of Conveyance:

[] Assignment [] Merger
[X] Security Agreement [] Change of Name
[] Other

Execution Date: October 12, 1999

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)

75/306,223	75/305,953
75/306,222	75/306,564

Additional numbers attached? [] Yes [X] No

B. Trademark Registration No.(s)

2000 OP# 3 Feb 8:56

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Erin O'Brien
Internal Address: GRAY CARY WARE & FREIDENRICH
401 B Street, Suite 1700
San Diego, California 92101-4297

6. Total number of applications and registrations involved: **4**

7. Total fee (37 CFR 3.41) \$115.00 *6/*
[] Enclosed
[X] Authorized to be charged to deposit account

8. Deposit account number: 07-1907

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Erin O'Brien *Erin O'Brien* December 30, 1999

Name of Person Signing Signature Date

Total number of pages comprising cover sheet: [6]

Mail Documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 12, 1999 by and between VENTURE BANKING GROUP, a division of Cupertino National Bank ("Bank") and NOVATEL WIRELESS, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and any other amounts owing to Bank from time to time, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and 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), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:


9360 Towne Centre Drive
San Diego, CA 92121

Attn: Mr. Roger Hartman

NOVATEL WIRELESS INC.

By: _____

Title: _____


VP & CFO

BANK:

Address of Bank:

Three Palo Alto Square
Palo Alto, CA 94306

Attn: Mr. Brad Smith

VENTURE BANKING GROUP, a division of
Cupertino National Bank

By: _____

Title: _____



Vice President

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
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None

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Bus for Cellular Telephone	5,109,402	
Duplexing Antenna for Portable Radio	5,231,407	
Handheld Power Saving Technique	5,129,098	
ESN Secure Cellular Data Transmitter	5,337,345	
Controlled Output Amplifier & Power Detector Therefor	4,760,347	
R.F. Power Control Circuit	4,952,886	
R.F. Power Control Circuit (cont.-in-part)	5,003,270	
Power Detector Utilizing Bias Voltage Divider	5,043,672	
Factor 2 Wireline Interface	5,526,403	
Automatic Power Control for Burst Transmission	5,438,683	

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application Number	Registration/ Application Date
CONTACT	SN 75/306,223	June 10, 1997
C-O-N-T-A-C-T	SN 75/305,953	June 10, 1997
MINSTREL	SN 75/306,222	June 10, 1997
SAGE	SN 75/306,564	June 10, 1997