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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Submission Type

- New
- 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 Change of Name
 - Other
- Effective Date
Month Day Year

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)

City

State/Country

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

90E

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002240 FRAME: 0132

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

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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,182,021"/>	<input type="text" value="2,183,613"/>	<input type="text" value="2,208,026"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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.

Christine E. Lent, Esq.
Name of Person Signing

Christine Lent
Signature

2/14/2001
Date Signed

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of December 20, 2000, between Eliska Wireless Ventures I, Inc., a Delaware corporation (the "Borrower") and Toronto Dominion (Texas), Inc., in its capacity as administrative agent (the "Administrative Agent") for the Lender Group (as defined in the Credit Agreement, defined below).

WITNESSETH:

WHEREAS, the Borrower, the Administrative Agent, the Lenders (as defined in the Credit Agreement, defined below), the Arrangers (as defined in the Credit Agreement, defined below), and TD Securities (USA) Inc., as Book Manager and Lead Arranger are parties to that certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed to make Loans (as defined in the Credit Agreement) to the Borrower; and

WHEREAS, the Lenders are willing to extend credit to the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Borrower shall have executed and delivered this Agreement, in order to secure the payment and performance of the Obligations (as defined in the Credit Agreement) of the Borrower under the Credit Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms.

(a) Capitalized terms used herein shall have the meanings ascribed to such terms in the Credit Agreement to the extent not otherwise defined or limited herein.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Grant of Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations now existing or hereafter arising, the Borrower hereby grants to the Administrative Agent, for the benefit of the Lender Group, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by Applicable Law, all of the Borrower's now owned or existing and hereafter acquired or arising: (i) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of the Borrower's business symbolized by the foregoing and connected therewith, and (e) all of the Borrower's rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this Paragraph 4(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits.

5. Grant of Security Interest in Patents. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, the Borrower hereby grants to the Administrative Agent, for the benefit of the Lender Group, a security interest, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by Applicable Law, in all of the Borrower's right, title and interest in and to the Borrower's owned or existing and hereafter acquired or arising: (i) patents and patent applications, including, without limitation, the patents and patent applications listed on Schedule 2 attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of the Borrower's rights corresponding thereto throughout the world (all of the foregoing patents and patent applications, together with the items described in clauses (a)-(d) in this Paragraph 5(i), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits.

6. Grant of Security Interest in Copyrights. To secure the complete and timely payment, performance and satisfaction of all the Obligations, the Borrower hereby grants to the Administrative Agent, for the benefit of the Lender Group, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by Applicable Law, all of the Borrower's now owned or

existing and hereafter acquired or arising: (i) copyrights and copyright registrations, including, without limitation, the copyrights and copyright registrations listed on Schedule 3 attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of the Borrower's business symbolized by the foregoing and connected therewith, and (e) all of the Borrower's rights corresponding thereto throughout the world (all of the foregoing copyrights and copyright registrations, together with the items described in clauses (a)-(e) in this Paragraph 6(i), are sometimes hereinafter individually and/or collectively referred to as the "Copyrights"); and (ii) all proceeds of any and all of the foregoing, including, with limitation, licensed royalties and proceeds of infringement suits.

7. Grant of Security Interest in Trademark, Copyrights and Patent Licenses. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, the Borrower hereby grants to the Administrative Agent, for the benefit of the Lender Group, a security interest, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by Applicable Law, in all of the Borrower's right, title and interest in and to the Borrower's owned or existing and hereafter acquired or arising rights under or interest in any patent, trademark or copyright license agreements with any other party, whether the Borrower is a licensee or licensor under any such license agreement, including, without limitation, license agreements listed on Schedule 4 attached hereto and made a part hereof (which shall not be required to list any patent, trademark or copyright license between the Borrower and any of its Subsidiaries), and the right to use the foregoing in connection with the enforcement of the Administrative Agent's rights under the Credit Agreement, including without limitation, the right to prepare for sale and sell any and all inventory now or hereafter owned by the Borrower and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Paragraph 7, the Licenses shall not include any license agreement in effect as of the date hereof which by its terms prohibits or restricts the grant of the security contemplated by this Agreement; provided, however, that upon the termination of such prohibitions or restrictions (other than due to the termination of such License agreement), the provisions of this Paragraph 7 shall be deemed to apply thereto automatically.

8. Restrictions on Future Agreements. The Borrower will not, without the Administrative Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with the Administrative Agent's rights under this Agreement, and the Borrower further agrees that it will not take any action, and will use commercially reasonable efforts not to permit any action to be taken by others it controls, including, without limitation, licensees, or fail to take any action, which would in any material respect adversely affect the validity or enforcement of the rights granted to the Lender Group under this Agreement or the rights associated with the Trademarks, Patents, Copyrights or Licenses; provided, however, that the termination or expiration of a License by its own terms shall not be deemed to breach this provision.

9. New Trademarks, Copyrights, Patents and Licenses. The Borrower represents and warrants that, from and after the Agreement Date, (a) the Trademarks listed on Schedule 1 include all of the trade names, registered trademarks, trademark applications, registered service marks and service mark applications now owned or held by the Borrower, (b) the Patents listed on Schedule 2 include all of the patents and patent applications now owned or held by the Borrower, (c) the Copyrights listed on Schedule 3 include all of the copyright registrations now owned or held by the Borrower, (d) the Licenses listed on Schedule 4 include all of the patent, trademark or copyright license agreements under which the Borrower is the licensee or licensor, and (e) no Liens, claims or security interests in such Trademarks, Patents, Copyrights or Licenses have been granted by the Borrower to any Person other than the Administrative Agent for the benefit of the Lender Group and except as disclosed in the Credit Agreement. If, prior to the termination of this Agreement, the Borrower shall (i) obtain rights to or become entitled to the benefit of any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) obtain rights to or become entitled to the benefit of any patent or patent application or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, (iii) obtain rights to or become entitled to the benefit of any new copyrights or copyright registrations, (iv) obtain rights to or become entitled to the benefit of any new trademark, patent or copyright license agreements, whether as licensee or licensor, or license renewals, or (v) enter into any new license agreement, the provisions of Paragraph 4, 5, 6 and 7 above shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of such licenses). The Borrower shall give to the Administrative Agent written notice of events described in clauses (i), (ii), (iii), (iv) and (v) of the preceding sentence within ten (10) days following the calendar month in which such event occurs. The Borrower hereby authorizes the Administrative Agent to modify this Agreement unilaterally (i) by amending Schedule 1 to include any future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications that are Trademarks under Paragraph 4 above or under this Paragraph 9, (ii) by amending Schedule 2 to include any future patents and patent applications, which are Patents under Paragraph 5 above or under this Paragraph 9, (iii) by amending Schedule 3 to include any future copyrights and copyright registrations, which are Copyrights under Paragraph 6 above or under this Paragraph 9, (iv) by amending Schedule 4 to include any future trademark, patent or copyright license agreements that are Licenses under Paragraph 7 above or under this Paragraph 9, and (v) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 1 thereto, as the case may be, such future trademarks, tradenames, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and containing on Schedule 2 thereto, as the case may be, such future patents and patent applications, and containing on Schedule 3 such future copyrights and copyright registrations and containing on Schedule 4 thereto, as the case may be, such future license agreements.

10. Royalties. The Borrower hereby agrees that the use by the Administrative Agent of the Trademarks, Patents, Copyrights and Licenses as authorized hereunder in connection with the Administrative Agent's or a member of the Lender Group's exercise of its rights and remedies under Paragraph 20 or pursuant to any Loan Document shall be coextensive with the

Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Lender Group to the Borrower.

11. Further Assignments and Security Interest. Except as expressly permitted by the Credit Agreement, the Borrower agrees (i) not to sell or assign any of its interests in, or grant any license under, the Trademarks, Copyrights or Patents without the prior and express written consent of the Administrative Agent and (ii) not to sell or assign its respective interests in the Licenses without the prior and express written consent of the Administrative Agent.

12. Nature and Continuation of the Administrative Agent's Security Interest; Termination of the Administrative Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks, Patents, Copyrights and Licenses and shall terminate only when the Obligations have been paid in full and the Credit Agreement has been terminated. When this Agreement has terminated, the Administrative Agent shall promptly execute and deliver to the Borrower, at the Borrower's expense, all termination statements and other instruments as may be necessary or proper to terminate the Administrative Agent's security interest in the Trademarks, Patents, Copyrights and Licenses, subject to any disposition thereof which may have been made by the Administrative Agent or the Lender Group, or any of them, pursuant to this Agreement.

13. Duties of the Borrower. The Borrower shall have the duty, to the extent desirable in the normal conduct of the Borrower's business, (a) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, (b) to prosecute diligently any patent application that is part of the Patents pending as of the date hereof or hereafter until the termination of this Agreement, and (c) to take all reasonable and necessary action to preserve and maintain all of the Borrower's rights in the Trademarks, Patents, Copyrights and Licenses; provided, however, that the Borrower shall not be in default hereof because of the expiration of any such right or agreement in accordance with its terms. The Borrower further agrees (i) not to abandon any Trademark, Patent, Copyright or License that is necessary or materially economically desirable in the operation of the Borrower's business without the prior written consent of the Administrative Agent, and (ii) to use its commercially reasonable efforts to maintain in full force and effect the Trademarks, Patents, Copyrights and Licenses that are or shall be necessary or materially economically desirable in the operation of the Borrower's business. Any expenses incurred in connection with the foregoing shall be borne by the Borrower. Neither the Administrative Agent nor any other member of the Lender Group shall have any duty with respect to the Trademarks, Patents, Copyrights or Licenses. Without limiting the generality of the foregoing, the Administrative Agent shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks, Patents, Copyrights or Licenses against any other parties, but the Administrative Agent may do so at its option from and after the occurrence and during the continuance of a Default or an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of the Borrower and shall be added to the Obligations secured hereby.

14. FCC Compliance. Notwithstanding anything herein which may be construed to the contrary, no action shall be taken by the Administrative Agent or the Lenders with respect to

this Agreement which may require the consent or approval of the FCC, unless and until all requirements of Applicable Law, including without limitation, any required approval under the Communications Act, requiring the notice or consent to or approval of such action by the FCC or any governmental or other authority, have been satisfied. The Borrower covenants that upon the occurrence and during the continuation of an Event of Default, upon request of the Administrative Agent, it will cooperate in causing to be filed such applications and taking such other action as may be requested by the Administrative Agent to obtain consent or approval of the FCC to an action contemplated by this Agreement.

15. Indemnification by the Borrower. The Borrower hereby agrees to indemnify and hold harmless the Administrative Agent and each other member of the Lender Group, for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements (including, without limitation, reasonable attorneys' fees) of any kind whatsoever which may be imposed on, incurred by or asserted against the Administrative Agent or any other member of the Lender Group in connection with or in any way rising out of any suits, proceedings or other actions, relating to any or all of the Trademarks, Patents, Copyrights or Licenses (including, without limitation, whether brought by the Borrower or any other Person, suits, proceedings or other actions in which an allegation of liability, strict or otherwise, is or may be made by any Person who alleges or may allege having suffered damages as a consequence of alleged improper, imprudent, reckless, negligent, willful, faulty, defective or substandard design, testing, specification, manufacturing supervision, manufacturing defect, manufacturing deficiency, publicity or advertisement or improper use, howsoever arising or by whomsoever caused, of any inventions disclosed and claimed in the Patents or any of them); unless with respect to any of the above, the Administrative Agent or any other member of the Lender Group is judicially determined to have acted or failed to act with gross negligence or willful misconduct. The indemnification in this paragraph shall survive the termination of this Agreement.

16. The Administrative Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks, Patents, Copyrights and Licenses and, if the Administrative Agent shall commence any such suit, the Borrower shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Administrative Agent in aid of such enforcement. The Borrower shall, upon demand, promptly reimburse the Administrative Agent for all reasonable costs and expenses incurred by the Administrative Agent in the exercise of its rights under this Paragraph 16 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Administrative Agent).

17. Waivers. The Administrative Agent's failure, at any time or times hereafter, to require strict performance by the Borrower of any provision of this Agreement shall not waive, affect or diminish any right of the Administrative Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between the Borrower and the Administrative Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of the Borrower contained

in this Agreement shall be deemed to have been suspended or waived by the Administrative Agent unless such suspension or waiver is in writing signed by an officer of the Administrative Agent, and directed to the Borrower and specifying such suspension or waiver.

18. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

19. Modification. Neither this Agreement nor any provision hereof may be altered, amended or modified in any way, except as specifically provided in Paragraph 9 hereof or in a written instrument signed by the parties hereto.

20. Power of Attorney; Cumulative Remedies.

(a) The Borrower hereby irrevocably designates, constitutes and appoints the Administrative Agent (and all officers and agents of the Administrative Agent designated by the Administrative Agent in its sole and absolute discretion) as the Borrower's true and lawful attorney-in-fact, and authorizes the Administrative Agent and any of the Administrative Agent's designees, in the Borrower's or the Administrative Agent's name, upon the occurrence and during the continuation of an Event of Default to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse the Borrower's name on all applications, documents, papers and instruments necessary or desirable for the Administrative Agent in the use of the Trademarks, Patents, Copyrights or Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents, Copyrights or Licenses to anyone, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks, Patents, Copyrights or Licenses to anyone, and (iv) take any other actions with respect to the Trademarks, the Patents, the Copyrights or the Licenses as the Administrative Agent deems in its best interest for the payment of the Obligations. The Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated. The Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Administrative Agent or any other member of the Lender Group under the Credit Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

(b) Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks, Patents, Copyrights or Licenses may be located or deemed located. Upon the occurrence and continuance of an Event of Default and the election by the Administrative Agent

to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code with respect to the Trademarks, Patents, Copyrights or Licenses, the Borrower agrees to assign, convey and otherwise transfer title in and to the Trademarks, Patents, Copyrights and Licenses, to the Administrative Agent or any transferee of the Administrative Agent and to execute and deliver to the Administrative Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Administrative Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Administrative Agent's rights and remedies with respect to the Trademarks, Patents, Copyrights and Licenses, whether established hereby, by the Credit Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and continuance of an Event of Default, the Administrative Agent may exercise any of the rights and remedies provided in this Agreement, the Credit Agreement or any of the other Loan Documents. To the extent permitted by Applicable Law, the Borrower agrees that any notification of intended disposition of any of the Trademarks, Patents, Copyrights or Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Administrative Agent may give any shorter notice that is commercially reasonable under the circumstances.

21. Successors and Assigns. This Agreement shall be binding upon the Borrower and its successors and assigns, and shall inure to the benefit of the Administrative Agent, the other members of the Lender Group and their nominees, successors and assigns. The Borrower's successors and assigns shall include, without limitation, a receiver or a trustee of the Borrower; provided, however, that the Borrower shall not voluntarily assign or transfer its rights or obligations hereunder without the Administrative Agent's prior written consent.

22. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York applicable to agreements made and to be performed in New York.

23. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement.

24. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

25. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate 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 a counterpart hereof via facsimile transmission shall be effective as delivery of a manually executed counterpart of this Agreement hereof.

26. Administrative Agent. Each reference herein to any right granted to, benefit conferred upon or power exercisable by the "Administrative Agent" shall be a reference to the Administrative Agent for the ratable benefit of the members of the Lender Group, and each

action taken or right exercised hereunder shall be deemed to have been so taken or exercised by the Administrative Agent for the ratable benefit of the members of the Lender Group.

27. Merger. This Agreement, together with the other Loan Documents, represents the final agreement of the Borrower and the Administrative Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between the Borrower and the Administrative Agent.

28. Effectiveness. This Agreement shall become effective on the Agreement Date.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

Sworn to and subscribed before me this 18th day of December, 2000

ELISKA WIRELESS VENTURES I, INC.,
a Delaware corporation

By: [Signature]
Title: C.E.O.

[Signature]
NOTARY PUBLIC
My Commission Expires: 06/06/2001

Sworn to and subscribed before me this ____ day of _____, 2000

TORONTO DOMINION (TEXAS), INC.,
a Delaware corporation, in its capacity as
Administrative Agent

By: _____
Title: _____

NOTARY PUBLIC
My Commission Expires:

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

Sworn to and subscribed
before me this ____ day
of _____, 2000

ELISKA WIRELESS VENTURES I, INC.,
a Delaware corporation

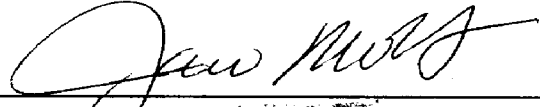
By: _____

Title: _____

NOTARY PUBLIC
My Commission Expires:

Sworn to and subscribed
before me this 19th day
of December, 2000

TORONTO DOMINION (TEXAS), INC.,
a Delaware corporation, in its capacity as
Administrative Agent

By: 

Title: JANO MOTT
VICE PRESIDENT


NOTARY PUBLIC
My Commission Expires: 11.12.03

SCHEDULE 1TO THAT CERTAIN INTELLECTUAL PROPERTY SECURITY AGREEMENT
DATED DECEMBER 20, 2000Current Trademarks and Trademark ApplicationsRegistered Service Marks

- | | | |
|----|-------------------------|----------------------------|
| 1. | DIGIPH | Registration No. 2,182,021 |
| 2. | DIGIPH PCS (and design) | Registration No. 2,183,613 |
| 3. | DIGIPH COMMUNICATION | Registration No. 2,208,026 |

The disclosure in this Schedule may be over-inclusive, taking into consideration the materiality standard that may be contained in the representation or warranty relating to this Schedule and the fact that any item or matter is disclosed on this Schedule shall not be deemed to establish a different standard of materiality or to constitute a representation that such matters could reasonably be expected to affect the legality, validity or enforceability of this Agreement, the Credit Agreement or the Loan Documents or of the transactions contemplated hereby or thereby. The disclosure on this Schedule is subject to update in accordance with the terms of such representations or warranties to the extent permitted by this Agreement and the Credit Agreement. The disclosure on this Schedule includes, to the extent applicable, the disclosures on all other Schedules to this Agreement, the Credit Agreement and the other Loan Documents which are cross-referenced on this Schedule. All references to an agreement in this or other Schedules include all exhibits, attachments and schedules to such agreement, and such amendments, supplements and other modifications permitted to be made pursuant to this Agreement.

Schedules Intellectual Property

TRADEMARK
REEL: 002240 FRAME: 0145

SCHEDULE 2TO THAT CERTAIN INTELLECTUAL PROPERTY SECURITY AGREEMENT
DATED DECEMBER 20, 2000Patents

NONE

The disclosure in this Schedule may be over-inclusive, taking into consideration the materiality standard that may be contained in the representation or warranty relating to this Schedule and the fact that any item or matter is disclosed on this Schedule shall not be deemed to establish a different standard of materiality or to constitute a representation that such matters could reasonably be expected to affect the legality, validity or enforceability of this Agreement, the Credit Agreement or the Loan Documents or of the transactions contemplated hereby or thereby. The disclosure on this Schedule is subject to update in accordance with the terms of such representations or warranties to the extent permitted by this Agreement and the Credit Agreement. The disclosure on this Schedule includes, to the extent applicable, the disclosures on all other Schedules to this Agreement, the Credit Agreement and the other Loan Documents which are cross-referenced on this Schedule. All references to an agreement in this or other Schedules include all exhibits, attachments and schedules to such agreement, and such amendments, supplements and other modifications permitted to be made pursuant to this Agreement.

Schedules Intellectual Propert

SCHEDULE 3TO THAT CERTAIN INTELLECTUAL PROPERTY SECURITY AGREEMENT
DATED DECEMBER 20, 2000Copyrights

NONE

The disclosure in this Schedule may be over-inclusive, taking into consideration the materiality standard that may be contained in the representation or warranty relating to this Schedule and the fact that any item or matter is disclosed on this Schedule shall not be deemed to establish a different standard of materiality or to constitute a representation that such matters could reasonably be expected to affect the legality, validity or enforceability of this Agreement, the Credit Agreement or the Loan Documents or of the transactions contemplated hereby or thereby. The disclosure on this Schedule is subject to update in accordance with the terms of such representations or warranties to the extent permitted by this Agreement and the Credit Agreement. The disclosure on this Schedule includes, to the extent applicable, the disclosures on all other Schedules to this Agreement, the Credit Agreement and the other Loan Documents which are cross-referenced on this Schedule. All references to an agreement in this or other Schedules include all exhibits, attachments and schedules to such agreement, and such amendments, supplements and other modifications permitted to be made pursuant to this Agreement.

Schedules Intellectual Propert

TRADEMARK
REEL: 002240 FRAME: 0147

SCHEDULE 4TO THAT CERTAIN INTELLECTUAL PROPERTY SECURITY AGREEMENT
DATED DECEMBER 20, 2000Licenses

Trademark License Agreement by and between Borrower and Powertel, Inc. dated December 20, 2000.

The disclosure in this Schedule may be over-inclusive, taking into consideration the materiality standard that may be contained in the representation or warranty relating to this Schedule and the fact that any item or matter is disclosed on this Schedule shall not be deemed to establish a different standard of materiality or to constitute a representation that such matters could reasonably be expected to affect the legality, validity or enforceability of this Agreement, the Credit Agreement or the Loan Documents or of the transactions contemplated hereby or thereby. The disclosure on this Schedule is subject to update in accordance with the terms of such representations or warranties to the extent permitted by this Agreement and the Credit Agreement. The disclosure on this Schedule includes, to the extent applicable, the disclosures on all other Schedules to this Agreement, the Credit Agreement and the other Loan Documents which are cross-referenced on this Schedule. All references to an agreement in this or other Schedules include all exhibits, attachments and schedules to such agreement, and such amendments, supplements and other modifications permitted to be made pursuant to this Agreement.

Schedules: Intellectual Propert