

09-12-2001

FORM PTO-1595

1-31-92

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

9.6.01

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

1. Name of conveying party(ies):
PrairieComm Inc

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

2. Name and address of receiving party(ies):
Name: **Silicon Valley Bank**
Internal Address: **HA155**

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 08-03-01

Street Address: **3003 Tasman Drive**

City: **Santa Clara** State: **CA** ZIP: **95054**

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

4. Application number(s) or trademark number(s):
If this document is being filed together with a new application, the execution date of the application is: _____

A. Trademark Application No.(s)
75/793,282
75/793,305
75/793,307
75/793,308
75/793,309

B. Trademark No.(s)
2375191

Additional numbers attached? Yes No

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

Internal Address: **Loan Documentation HA155**

6. Total number of applications and trademark involved: **8**

7. Total fee (37 CFR 3.41):\$ **215.00**
 Enclosed

Street Address: **3003 Tasman Dr.**

City: **Santa Clara** State: **Ca** ZIP: **95054**

Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

09/11/2001 LHMILLER 00000122 75793282

01 FC:461
02 FC:482

40.00 OP
175.00 OP

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.

Tracy Walton
Name of Person Signing

Date 8/20/01

Total number of pages comprising cover sheet: **27**

OMB No 0651 -0011 (exp 4/94)

TRADEMARK
REEL: 002364 FRAME: 0932

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 3, 2001 by and between SILICON VALLEY BANK ("Bank") and PRAIRIECOMM, 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 August 3, 2001 (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, Patents, and Mask Works 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, 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, Trademarks and Mask Works listed on Schedules A, B, C, and D 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. The laws of the State of Illinois govern this Intellectual Property Security Agreement without regard to principles of conflicts of law.

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.

Address of Grantor:

1600 Golf Road, Suite 600
Rolling Meadows, IL 60008
Attn: Steven Byram

GRANTOR:

PRAIRIECOMM, INC.

By: 

Title: VP & CFO

Address of Bank:

230 W. Monroe Street
Suite 720
Chicago, Illinois 60606
Attn: David Dailey

BANK:

SILICON VALLEY BANK

By: 

Title: VP

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

Various common law copyrights

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Dual Mode Receiver	Patent No. 6,167,081	12/26/2000
Patching of a Read Only Memory	Patent No. 6,260,157	07/10/2001
Frame Synchronizer	Abstract 29341/35422	09/03/1999
Method and Apparatus for Reducing Current Consumption	Abstract 29341/36118	04/19/2000
Blind Rate Determination	Abstract 29341/PC0007	12/07/2000
Digital Filter Having a Fractional Rate Up Sampler	Abstract 29341/PC0051	10/04/2000
Receiver Having an Equalizing Demodulation and a Non-Equalizing Demodulator and Method for Controlling the Same	Abstract 29341/PC0055	

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Servicemark (registered)	Reg. No. 2375191	08/08/2000
Servicemark (application pending)	App. No. 75/793282	09/07/1999
Trademark (application pending)	App. No. 75/793305	09/07/1999
Trademark (application pending)	App. No. 75/793307	09/07/1999
Servicemark (application pending)	App. No. 75/793308	09/07/1999
Trademark (application pending)	App. No. 75/793309	09/07/1999
Trademark (application pending)	App. No. 75/793310	09/07/1999
Servicemark (application pending)	App. No. 75/793530	09/07/1999

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

Various common law mask works