02-01-2002

101967452

Form PTO-1594
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of ... record the attached original documents or copy thereof.

1. Name of conveying party(ies):

VIA Wireless, LLC

1·15·02

☐ Individuals ☐ Association
☐ General Partnership - ☐ Limited Partnership:
☐ Corporation
☒ Other: Limited Liability Company - State: California

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

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

Name: BNP Paribas

Internal Address:

Street Address: 787 Seventh Avenue

City: New York State: New York ZIP: 10019

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-
☒ Other - Collateral Agent

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 ☒ No

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Interest ☐ Change of Name
☐ Other -

Execution Date: November 13, 2001

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

A. Trademark Application No.(s)

Trademark Registration No.(s)\

2246813

Additional numbers attached? ☒ Yes ☐ No

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

Name: Francis L. McGrath, Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved: 3

7. Total fee (37 CFR 3.41): ..... $ 90.00

☒ Enclosed
☒ Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:

23-1705 (in case of deficiency)

(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.

Francis L. McGrath
Name of Person Signing

Francis L. McGrath
Signature

1.15.2002
Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

40.00 DP

SCHEDULE A

REGISTERED U.S. TRADEMARKS AND SERVICEMARKS

MARK	REG. NO.	REG. DATE
Via Wireless	2,246,814	May 18, 1999
Via Phone	2,246,813	May 18, 1999
Home is where your phone is	2,281,421	November 28, 1999

ANNEX I
TO
SECURITY
AGREEMENT

ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, VIA Wireless, LLC, a California limited liability company (the "Assignor") with principal offices at One West Elm Street, Suite 400, Conshohocken, PA 19428, hereby assigns and grants to Paribas, as Collateral Agent, with principal offices at 787 Seventh Avenue, New York, NY 10019 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's right, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the full and prompt performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement between the Assignor, the other assignors party thereto and the Assignee, dated as of March 31, 2000 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the 13th day of November, 2001.

VIA WIRELESS, LLC
as Assignor

By _____
Name: Donald A. Harris
Title: President and Chief Executive Officer

PARIBAS,
as Collateral Agent, Assignee

By _____
Name: SALO AIZENBERG
Title: Director

By _____
Name:
Title:

STATE OF PENNSYLVANIA)
) ss.:
COUNTY OF MONTGOMERY)

On this 13th day of November, 2001, before me, the undersigned, a Notary Public in and for said County and State, personally came Donald A. Harris, known to me to be the President and Chief Executive Officer of VIA Wireless, LLC, a California limited liability company, Assignor above named, and acknowledged the free and voluntary execution of the foregoing Assignment on behalf of said limited liability company and that he did so by authority of the Members' Committee of said limited liability company.

William H. Warburton
Notary Public

Notarial Seal
William H. Warburton, Notary Public
Conshohocken Boro, Montgomery County
My Commission Expires Feb. 21, 2005
Member, Pennsylvania Association of Notaries

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 17th day of December, 2001, before me personally came Salo Aizenberg, who, being duly sworn, did depose and say that he is Director of [Assignor], that he is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Maria C. Pellegrino
Notary Public

MARIA C. PELLEGRINO
Notary Public, State of New York
No. 01PE6039948
Qualified in Queens County
Commission Expires 04/10/20 02

new york 589538 v1 [Cmw201! doc]

SCHEDULE B

UNITED STATES PATENTS

None.