

08-13-2002

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U.S. DEPARTMENT OF COMMERCE
U.S. 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):

IOWAVE, INC.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: AUGUST 9, 2002

2. Name and address of receiving party(ies)

Name: SILICON VALLEY BANK

Internal

Address: ATTN: PETER BENDORIS

Street Address: 11600 SUNRISE VALLEY DR., STE. 400

City: RESTON State: VA Zip: 20190

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other CA-CHARTERED BANK

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

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

A. Trademark Application No.(s)
2213899, 2569896, 76253726, 76253725

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: SILICON VALLEY BANK

Internal Address: ATTN: PETER BENDORIS

Street Address: 11600 SUNRISE VALLEY DR., STE. 400

City: RESTON State: VA Zip: 20190

6. Total number of applications and registrations involved: _____

4

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

- Enclosed
- 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

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.

TROUTMAN SANDERS LLP

BY: DAWN A THOMAS

Name of Person Signing

Dawn A Thomas

Signature

AUGUST 12, 2002

Date

7

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

08/13/2002 TBIAZI

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01 FC:481
02 FC:482

40.00 OP
50.00 OP

TRADEMARK
REEL: 002561 FRAME: 0669

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 4, 2002 by and between SILICON VALLEY BANK ("Bank") and IOWAVE, 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 4, 2002 (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, 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:

IOWAVE/INC.

IoWave, Inc.
2100 Washington Boulevard, Suite 1001
Arlington, Virginia 22204
Attn: David Danovitch,

By: [Signature]
Title: CFO & EUP Administrator

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: _____

Attn: _____

Title: _____

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:

IOWAVE, INC.

IoWave, Inc.
2100 Washington Boulevard, Suite 1001
Arlington, Virginia 22204
Attn: David Danovitch,

By: _____

Title: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By:  _____

Attn: PETER BENDORN

Title: VICE PRESIDENT

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<i>Method and Apparatus for Transmitting Asynchronous Signals.</i>	Patent Pending 09/145,407	September 1, 1998
<i>Space Code Polarization Diversity Scheme for Wireless Communications Networks.</i>	Patent Pending 09/376,533	August 18, 1999
<i>Spread Spectrum Systems with Trellis-Coded Modulation.</i>	Patent Pending 09/311,059	May 14, 1999
<i>Method and Apparatus for Adaptive Beam forming in Spread Spectrum Wireless Local Loop.</i>	Patent Pending 09/353,359	July 15, 1999
<i>Novel Implementation of an Array Calibration Scheme for Wireless Point-to-Point Communications Networks.</i>	Patent Issued 2/12/2002 6,346,910	February 12, 2002
<i>Efficient Carrier Adjustment Technique at Remote Terminals of Wireless Point-to-Multipoint Communications Networks.</i>	Patent Pending 09/621,532	July 21, 2000
<i>Novel Implementation for an Array Calibration Scheme for Wireless Point-to-Multipoint Communication Networks.</i>	Patent Pending 60/309,443	August 2, 2001

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
IoLink®: IC 009. US 021 023 026 036 038. G & S: point to point wireless telecommunications system consisting of a modem and a radio frequency unit for the transmission and reception of voice, video and data. FIRST USE: 19970700. FIRST USE IN COMMERCE: 19971000	2213899	December 29, 1998
IoStar™: IC 009. US 021 023 026 036 038. G & S: Point-to-multipoint wireless telecommunication system consisting a modem and a radio frequency unit at each site, for the transmission and reception of voice, video and data between a central location and two (2) or more remote locations. FIRST USE: 19991001. FIRST USE IN COMMERCE: 20000110	2569896	May 14, 2002
IoUnity™: IC 009. US 021 023 026 036 038. G & S: wireless telecommunications system comprising antennas, radio frequency transceivers, modems, user application-specific interfaces, namely the 10base t local area network interface, custom-designed software for integrating and monitoring wireless telecommunications systems, and software for operating antennas, radio frequency transceivers, modems and user application specific interfaces namely, the 10base t local area network interface, using user-specific software applications	76253726†	May 9, 2001*
IoUltima™: IC 009. US 021 023 026 036 038. G & S: Smart Antenna comprising an antenna array and digital signal processing computer hardware and software for controlling the antenna, for use in point-to-multipoint wireless telecommunications links	76253725†	May 9, 2001*

*Filing Date

†Serial Number