

12-20-2002

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

12-20-02

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

1. Name of conveying party(ies): NextNet Wireless, Inc. 9555 James Avenue South, Suite 270 Bloomington, MN 55431

2. Name and address of receiving party(ies) Name: Doll Technology Investment Fund Internal Address: Suite 225 Street Address: 3000 Sand Hill Rd., Bldg. 3 City: Menlo Park State: CA Zip: 94025

3. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [x] Other Intellectual Property Security Agreement Execution Date: December 16, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75/917,602 76/092,033 B. Trademark No.(s) 2,559,297

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Diana Sanchez Bentz Internal Address: Cooley Godward LLP 5 Palo Alto Square Street Address: 3000 El Camino Real City: Palo Alto State: CA Zip: 94306

6. Total number of applications and trademarks involved: 3 7. Total fee (37 CFR 3.41)..... \$ 90.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: 03-3115 (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. Diana Sanchez Bentz Name of Person Signing December 18, 2002 Date Signature

12/20/2002 TDIAZ1 00000152 75917602 01 FC:0521 40.00 DP 02 FC:0522 50.00 DP

Total number of pages including cover sheet, attachments, and documents: 11

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

ADDITIONAL RECEIVING PARTY

ORGANIZATION'S NAME				
Doll Technology Affiliates Fund, L. P.				
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
3000 Sand Hill Road Building 3, Suite 225	Menlo Park	CA	94025	USA
Limited Partnership				

ADDITIONAL RECEIVING PARTY

ORGANIZATION'S NAME				
Doll Technology Side Fund, L. P.				
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
3000 Sand Hill Road Building 3, Suite 225	Menlo Park	CA	94025	USA
Limited Partnership				

ADDITIONAL RECEIVING PARTY

ORGANIZATION'S NAME				
JAFCO America Technology Fund III, LP				
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
505 Hamilton Avenue, Suite 310	Palo Alto	CA	94301	USA
Limited Partnership				

ADDITIONAL RECEIVING PARTY

ORGANIZATION'S NAME				
JAFCO America Technology Cayman Fund III, LP				
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
505 Hamilton Avenue, Suite 310	Palo Alto	CA	94301	USA
Limited Partnership				

ADDITIONAL RECEIVING PARTY

ORGANIZATION'S NAME				
JAFCO USIT Fund III, LP				
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
505 Hamilton Avenue, Suite 310	Palo Alto	CA	94301	USA
Limited Partnership				

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JAFCO America Technology Affiliates Fund III, LP				
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
505 Hamilton Avenue, Suite 310	Palo Alto	CA	94301	USA
Limited Partnership				

ADDITIONAL RECEIVING PARTY

INDIVIDUAL'S NAME				
LAST NAME: COSTELLO		FIRST NAME: JOSEPH		
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
495 Van Buren	Los Altos	CA	94022	USA
an Individual				

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 16, 2002 by and between NEXTNET WIRELESS, INC., a Delaware corporation ("GRANTOR") and the secured parties listed on the signature page hereof (the "SECURED PARTIES").

RECITALS

A. The Secured Parties have made and may in the future make certain advances of money to Grantor (the "*Loans*") in the amounts and manner set forth in those certain Secured Convertible Promissory Notes executed by Grantor in favor of Secured Parties (collectively, as the same may be amended, modified or supplemented from time to time, the "*Notes*") and that certain Note and Warrant Purchase Agreement, of even date hereof, by and between Grantor and Secured Party (as the same may be amended, modified or supplemented from time to time, the "*Purchase Agreement*"). The Secured Parties are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to the Secured Parties a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Notes and Purchase Agreement.

B. Pursuant to the terms of that certain Security Agreement, dated of even date herewith, by and between Grantor and the Secured Parties (as the same may be amended, modified or supplemented from time to time, the "*Security Agreement*"), Grantor has granted to the Secured Parties a security interest in all of Grantor's right, title and interest in, to or under all of the Grantor's assets. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

AGREEMENT

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 Notes, Purchase Agreement and Security Agreement (collectively, the "*Loan Documents*"), Grantor hereby represents, warrants, covenants and agrees as follows:

To secure its obligations under the Loan Documents and under all other agreements now existing or hereafter arising between Grantor and the Secured Parties, Grantor grants and pledges to Secured Parties a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (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 the Secured Parties under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are subject to the terms of the Security

Agreement and are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to the Secured Parties as a matter of law or equity. Each right, power and remedy of the Secured Parties provided for herein or in the Security 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 the Secured Parties of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security 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 the Secured Parties, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[Signature pages follow.]

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

NEXNET WIRELESS, INC., as Grantor

By: _____


Guy J. Kelnhofer

President and Chief Executive Officer

ADDRESS: 9555 James Avenue South, Suite 270
Bloomington, MN 55431

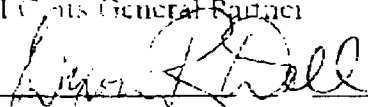
SECURED PARTIES:

**DOLL TECHNOLOGY INVESTMENT FUND, a
California Limited Partnership**

DOLL TECHNOLOGY AFFILIATES FUND, L.P.

DOLL TECHNOLOGY SIDE FUND, L.P.

By: **Doll Technology Investment Management,
LLC** its General Partner

By: 
Dixon R. Doll
Managing Member

JAFECO AMERICA TECHNOLOGY FUND III, LP

**JAFECO AMERICA TECHNOLOGY CAYMAN FUND
III, LP**

JAFECO USIT FUND III, LP

**JAFECO AMERICA TECHNOLOGY AFFILIATES
FUND III, LP**

By: _____
Barry J. Schiffman, Managing Member
JAV Management Associates III, L.L.C.
Its General Partner

JOSEPH COSTELLO

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

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SECURED PARTIES:

**DOLL TECHNOLOGY INVESTMENT FUND, a California
Limited Partnership**

DOLL TECHNOLOGY AFFILIATES FUND, L.P.

DOLL TECHNOLOGY SIDE FUND, L.P.

**By: Doll Technology Investment Management, LLC,
its General Partner**

**By: _____
Dixon R. Doll
Managing Member**

JAFCO AMERICA TECHNOLOGY FUND III, LP

**JAFCO AMERICA TECHNOLOGY CAYMAN FUND III,
LP**

JAFCO USIT FUND III, LP

**JAFCO AMERICA TECHNOLOGY AFFILIATES FUND
III, LP**

**By:  _____
Barry J. Schiffman, Managing Member
JAV Management Associates III, L.L.C.
Its General Partner**

JOSEPH COSTELLO

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**Dixon R. Doll
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**JAFCO AMERICA TECHNOLOGY CAYMAN FUND
III, LP**

JAFCO USIT FUND III, LP

**JAFCO AMERICA TECHNOLOGY AFFILIATES
FUND III, LP**

By: _____
**Barry J. Schiffman, Managing Member
JAV Management Associates III, L.L.C.
Its General Partner**

JOSEPH COSTELLO



SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

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5nj031.DOC

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

Description	Registration/ Application Number	Registration/ Application Date
Fixed OFDM Wireless Man utilizing CPE Having Internal Antenna	09/694,766	10/23/2000

EXHIBIT C

TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
NEXTNET	2,559,297	4/9/2002
EXPEDIENCE	75/917,602	2/14/2000
NEXTNET WIRELESS and Design	76/092,033	7/19/2000