

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

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

Tab settings  $\Rightarrow \Rightarrow \Rightarrow$   $\nabla$   $\nabla$   $\nabla$   $\nabla$   $\nabla$   $\nabla$

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

|  |   |
|--|---|
| <p>1. Name of conveying party(ies):<br/>NEXTNET WIRELESS, INC.</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association<br/> <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership<br/> <input checked="" type="checkbox"/> Corporation-State<br/> <input type="checkbox"/> Other _____ Delaware _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | <p>2. Name and address of receiving party(ies)</p> <p>Name: COM HOLDINGS, LLC<br/> Internal<br/> Address: _____<br/> Street Address: 2300 Carillon Point<br/> City: Kirkland State: WA Zip: 98033</p> <p><input type="checkbox"/> Individual(s) citizenship _____<br/> <input type="checkbox"/> Association _____<br/> <input type="checkbox"/> General Partnership _____<br/> <input type="checkbox"/> Limited Partnership _____<br/> <input type="checkbox"/> Corporation-State _____<br/> <input checked="" type="checkbox"/> Other Washington Limited Liability Company</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No<br/> (Designations must be a separate document from assignment)<br/> Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |
| <p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment                              <input type="checkbox"/> Merger<br/> <input checked="" type="checkbox"/> Security Agreement                      <input type="checkbox"/> Change of Name<br/> <input type="checkbox"/> Other _____</p> <p>Execution Date: August 27, 2003</p>  |   |

|   |   |
|---|---|
| <p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)<br/>76092033 75917602</p> | <p>B. Trademark Registration No.(s)<br/>2559297</p> |
| Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                       |   |

|   |   |
|---|---|
| <p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Kristine Fyfe<br/> Internal Address: Davis Wright Tremaine LLP<br/> _____<br/> _____<br/> Street Address: 1501 Fourth Avenue, Suite 2600<br/> _____<br/> City: Seattle State: WA Zip: 98101</p> | <p>6. Total number of applications and registrations involved: <span style="border: 1px solid black; padding: 2px;">3</span></p> <p>7. Total fee (37 CFR 3.41).....\$ 90.00</p> <p><input type="checkbox"/> Enclosed<br/> <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number:<br/>040258</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p> |
|---|---|

**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.*

\_\_\_\_\_  
 Kristine Fyfe  
 Name of Person Signing
 

  
 \_\_\_\_\_  
 Signature
 

 \_\_\_\_\_  
 September 4, 2003  
 Date

Total number of pages including cover sheet, attachments, and document: 10

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

CH \$90.00 040258 76092033

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 27, 2003 (as amended, supplemented or otherwise modified from time to time, this "*Intellectual Property Security Agreement*"), is made by NEXTNET WIRELESS, INC., a Delaware corporation (the "*Grantor*") in favor of COM HOLDINGS, LLC, a Washington limited liability company ("*Purchaser*").

WHEREAS, Grantor has entered into that certain Secured Promissory Note Purchase Agreement, dated as of the date hereof (as amended, supplemented, replaced or otherwise modified from time to time, the "*Purchase Agreement*"), with Purchaser. Capitalized terms used and not defined herein have the meanings given such terms in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Grantor has agreed to issue and sell to Purchaser and Purchaser has agreed to purchase, the Note upon the terms and subject to the conditions set forth therein.

WHEREAS, it is a condition precedent to the obligation to enter into the transactions contemplated thereby that the Grantor shall have executed and delivered that certain Security Agreement, dated as of the date hereof, in favor of the Lender (as amended, supplemented, replaced or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in certain Property, including, without limitation, certain Proprietary Rights of the Grantor to Purchaser, and has agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

**1. GRANT OF SECURITY.** Grantor hereby grants to the Purchaser a continuing security interest in and to all of Grantor's right, title and interest, whether now owned or existing or hereafter acquired or arising, in and to the following (collectively referred to as, the "*Collateral*"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all of Grantor's obligations under the Purchase Agreement and the Note:

- (a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof in the U.S. or any foreign jurisdiction, including, without limitation, each registration and application identified in Schedule I; (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof; (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements

thereof); and (iv) all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "**Trademarks**");

(b) (i) all patents, patent applications and patentable inventions in the U.S. or any foreign jurisdiction, including, without limitation, each patent and patent application identified in Schedule I; (ii) all inventions and improvements described and claimed therein; (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof; (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof); and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto (collectively, the "**Patents**");

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications in the U.S. or any foreign jurisdiction, and any renewals, restorations or extensions thereof, including, without limitation, each registration and application identified in Schedule I; (ii) the rights to reproduce, print, publish and distribute and to publicly display and perform any of the foregoing and to sell, rent, lease or lend copies of the foregoing and to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties; (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof; (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof); and (v) all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto (collectively, the "**Copyrights**");

(d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, security procedures and devices; (ii) right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof; (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements or misappropriations thereof); and (iv) all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto (collectively, the "**Trade Secrets**");

(e) (i) all licenses or agreements, whether written or oral, providing for the grant by or to Grantor of: (A) any right to use any Trademark, (B) any right to manufacture, use or sell

any invention covered in whole or in part by a Patent, (C) any right under any Copyright including, without limitation, the grant of rights to reproduce, manufacture, distribute, publicly display or perform, exploit and sell, rent, lease or lend any Copyrights or any derivative works of any Copyright including, without limitation, any of the foregoing identified in Schedule I, and (D) any right to use any Trade Secret; (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing; (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof); and (iv) all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

2. **GRANT OF NON-EXCLUSIVE LICENSE.** Grantor hereby grants to Purchaser a non-exclusive royalty-free license or other right to use, without charge, Grantor's Proprietary Rights, labels and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in completing production of, advertising for sale, and selling any Collateral in exercising Purchaser's rights under the Security Agreement and the Purchase Agreement and in connection with such action, Grantor's rights under all licenses and all franchise agreements shall inure to the Purchaser's benefit.

3. **RECORDATION.** Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents, and the Commissioner of Trademarks and any other applicable government officer in the U.S. or any foreign jurisdiction record this Intellectual Property Security Agreement.

4. **EXECUTION IN COUNTERPARTS.** This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), 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.

5. **GOVERNING LAW.** THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF WASHINGTON.


6. **CONFLICT PROVISION.** This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Purchase Agreement. The rights and remedies of each party hereto with respect to the security interest in the Collateral granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Purchase Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Security Agreement or the Purchase Agreement, the provisions of the Security Agreement or the Purchase Agreement shall govern.

*(Signature Page Follows)*

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

"Grantor"

**NEXNET WIRELESS, INC., a Delaware corporation**

By: 

Name: Guy J. Kelwofen  
 Title: PRESIDENT & CEO

SEA 1400539v2 60559-3

RECEIVED 08-26-03 17:37

FROM-612 828 4080

TO-FAEGRE AND BENSON

PAGE 05

TRADEMARK

08/27/2003 WED 04:14:25 REEL: 002712 FRAME: 0202

**SCHEDULE I**  
to  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**Trademarks**

| Mark       | Country     | Reg./Appl. No. | Our File    | Status  |
|------------|-------------|----------------|-------------|---|
| NEXTNET    | U.S.        | 2,559,297      | 2537.04US02 | Mark was registered on April 9, 2002. Section 8 & 15 deadline is 4/9/08.  |
| NEXTNET    | Brazil      | 825658128      | 2537.04BR01 | Application was filed on 8/1/03. Awaiting examination of application.   |
| NEXTNET    | Canada      | TMA<br>561079  | 2537.04CA01 | Mark was registered on April 30, 2002. Renewal deadline is 4/30/17.   |
| NEXTNET    | Europe      | 1,053,016      | 2537.04EU01 | Opposition by Sadis SL decided in favor of Next Net Wireless. Opposition by Robert Fried decided in favor of NextNet Wireless for data communication services and consulting, computer programming and related services and in favor of Robert Fried for computer hardware and software for the transmission of wireless data. Appeal of adverse portion of the decision was filed. Waiting for decision on appeal. |
| NEXTNET    | India       |                | 2537.04IN01 | Application was filed on 8/6/03.  |
| NEXTNET    | Malaysia    | 200307165      | 2537.04MY01 | Application was filed on 6/13/03. Awaiting first Office Action.   |
| NEXTNET    | Mexico      |                | 2537.04MX01 | Application will be filed.  |
| NEXTNET    | Philippines |                | 2537.04PH01 | Application was filed on August 4, 2003.  |
| EXPEDIENCE | U.S.        | 75/917,602     | 2537.13US01 | Opposition No. 121,199 by Cavu, Inc. was dismissed. Awaiting Notice of Allowance.   |
| EXPEDIENCE | Brazil      | 825658136      | 2537.13BR01 | Application was filed on 8/1/03. Awaiting examination of application.   |
| EXPEDIENCE | India       |                |             | Application was filed on 8/7/03.  |

|  |             |            |              |  |
|--|-------------|------------|--------------|--|
| EXPEDIENCE                                 | Malaysia    |            |              | Instructions sent to associate.  |
| EXPEDIENCE                                 | Mexico      |            |              | Application will be filed.   |
| EXPEDIENCE                                 | Philippines |            |              | Application was filed on 8/1/03.   |
| NEXTNET<br>WIRELESS<br>and Design          | U.S.        | 76/092,033 | 2537.14US01  | Application is suspended based upon earlier filed application for the mark NEXTNET (75/809,632) for business-related computer software, providing internet messaging services and web site design. This cited application has also been suspended. Without obtaining a copy of the file history of the cited application, we are unable to know the basis for this suspension but it is likely because of your company's registration for the mark NEXTNET. In light of the current registration for the mark NEXTNET, it is our opinion that this application will also be successfully registered. |
| EXPEDIENCE                                 | China       | 3,438,004  | 52652-279281 | Application pending  |
| EXPEDIENCE<br>(Chinese<br>transliteration) | China       | 3,452,217  | 52652-280989 | Application pending  |
| NEXTNET                                    | China       | 3,438,029  | 52652-279283 | Application pending  |
| NEXTNET<br>(Chinese<br>transliteration)    | China       | 3,452,216  | 52652-280988 | Application pending  |
| NEXTNET<br>WIRELESS &<br>Design            | China       | 3,438,028  | 52652-279282 | Application pending  |

**Patents**

| Title   | Country                       | Patent/Appl. No.   | Our File        | Status   |
|---|-------------------------------|--------------------|-----------------|--|
| Fixed OFDM<br>Wireless MAN<br>Utilizing CPE<br>Having Internal<br>Antenna | U.S.                          | 09/694,766         | 2537.01US02     | All filing requirements<br>have been completed;<br>awaiting review by<br>U.S. Patent Office.               |
| Fixed OFDM<br>Wireless MAN<br>Utilizing CPE<br>Having Internal<br>Antenna | International<br>application. | PCT/US00/29<br>216 | 2537.01WO01     | National phase<br>applications filed; file<br>closed.  |
| Fixed OFDM<br>Wireless MAN<br>Utilizing CPE<br>Having Internal<br>Antenna | Australia                     | 12259/01           | 2537.01WOA<br>U | Filed 4-30-02; Exam<br>requested 3-18-03.  |
| Fixed OFDM<br>Wireless MAN<br>Utilizing CPE<br>Having Internal<br>Antenna | Brazil                        | PI 0014971-3       | 2537.01WOB<br>R | Filed 4-22-02; 4 <sup>th</sup><br>annuity fee due<br>10-23-03; exam<br>requested 8-7-03.                   |
| Fixed OFDM<br>Wireless MAN<br>Utilizing CPE<br>Having Internal<br>Antenna | Canada                        | 2,388,465          | 2537.01WOC<br>A | Filed 4-19-02; Exam<br>Requested at filing; 4 <sup>th</sup><br>annuity fee due<br>10-23-03.                |
| Fixed OFDM<br>Wireless MAN<br>Utilizing CPE<br>Having Internal<br>Antenna | China                         | 00817577.2         | 2537.01WOC<br>N | Filed 6-21-02;<br>Exam Requested<br>7-26-02; nothing<br>pending at this time.                              |
| Fixed OFDM<br>Wireless MAN<br>Utilizing CPE<br>Having Internal<br>Antenna | Europe                        | 00973788.3         | 2537.01WOEP     | Filed 5-14-02;<br>additional search fee<br>due by 9-11-03; 4 <sup>th</sup><br>annuity fee due<br>10-23-03. |
| Fixed OFDM<br>Wireless MAN<br>Utilizing CPE<br>Having Internal<br>Antenna | Hong Kong                     | 03100694.6         | 2537.01EPHK     | Based on EP app; filed<br>on 1-27-03; 4 <sup>th</sup> annuity<br>fee due 10-23-03.                         |
| Fixed OFDM<br>Wireless MAN  | Israel                        | 149269             | 2537.01WOIL     | Filed 5-22-02; nothing<br>pending at this time.  |



| Title   | Country     | Patent/Appl. No.      | Our File      | Status  |
|---|-------------|-----------------------|---------------|---|
| Utilizing CPE Having Internal Antenna                         |             |                       |               |   |
| Fixed OFDM Wireless MAN Utilizing CPE Having Internal Antenna | India       | IN/PCT/2002/00704/CHE | 2537.01WOIN   | Filed 5-13-02; Exam not Requested.                              |
| Fixed OFDM Wireless MAN Utilizing CPE Having Internal Antenna | South Korea | 10-2002-7005184       | 2537.01WOKR   | Filed 4-22-02; Exam not Requested, deadline is 10-23-05.        |
| Fixed OFDM Wireless MAN Utilizing CPE Having Internal Antenna | Mexico      | PA/Aa/2002/004024     | 2537.01WOMX   | Filed 4-22-02; Novelty examination requested at time of filing. |
| Fixed OFDM Wireless MAN Utilizing CPE Having Internal Antenna | New Zealand | 518729                | 2537.01WONZ   | Originally filed 5-2-02; four divisionals filed July 2003.      |
| Fixed OFDM Wireless MAN Utilizing CPE Having Internal Antenna | New Zealand | Unknown               | 2537.01WONZ02 | Divisional filed July 2003, nothing pending at this time.       |
| Fixed OFDM Wireless MAN Utilizing CPE Having Internal Antenna | New Zealand | Unknown               | 2537.01WONZ03 | Divisional filed July 2003, nothing pending at this time.       |
| Fixed OFDM Wireless MAN Utilizing CPE Having Internal Antenna | New Zealand | Unknown               | 2537.01WONZ04 | Divisional filed July 2003, nothing pending at this time.       |

| Title   | Country     | Patent/Appl. No. | Our File       | Status  |
|---|-------------|------------------|----------------|---|
| Fixed OFDM Wireless MAN Utilizing CPE Having Internal Antenna | New Zealand | Unknown          | 2537.01WON Z05 | Divisional filed July 2003, nothing pending at this time. |
| Fixed OFDM Wireless MAN Utilizing CPE Having Internal Antenna | Philippines | 1-2002-000297    | 2537.01WOPH    | Filed 4-22-02; Exam not Requested.                        |
| Fixed OFDM Wireless MAN Utilizing CPE Having Internal Antenna | Russia      | 2002113370       | 2537.01WOR U   | Filed 5-21-02; Exam requested on 8-7-03.                  |