

To the Honorable Commissioner of Patents and T



iginal document or copy thereof

1. Name of conveying party(ies):  
 Doll Technology Investment Fund, a California Limited Partnership  
 Doll Technology Affiliates Fund, L.P.  
 Doll Technology Side Fund, L.P.  
 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  
 Limited Partnership(s)  
 Joseph Costello  
 Individual(s)

102511935

NextNet Wireless, Inc.  
 9555 James Avenue South  
 Suite 270  
 Bloomington, MN 55431.

- Individual(s)
- General Partnership
- Corporation: State of Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Intellectual Property Security Agreement
- Merger
- Change of Name

Execution Date: June 16, 2003

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)

4. Application number(s) or trademark number(s), and identification or description of the mark(s):

A. Trademark Application No(s). and description	B. Trademark Registration No(s). and description
<u>75/917,602</u> <u>76/092,033</u>	<u>2,559,297</u>

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

Karl G. Schwappach  
 FAEGRE & BENSON LLP  
 2200 Wells Fargo Center  
 90 South Seventh Street  
 Minneapolis, MN 55402-3901  
 612/766-7773

6. Total number of applications and registrations involved: 03

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

- Enclosed
- Authorized to be charged to deposit account for underpayment

8. Deposit Account number: 06-0029

07/29/2003 LUMELLER 00000198 75917602  
 01 FC:8521 40.00 OP  
 02 FC:8522 50.00 OP

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.*

Karl G. Schwappach, #35,786  
 Name of person signing

*Karl Schwappach*  
 Signature

July 23, 2003  
 Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:  
 Director – U.S. Patent and Trademark Office, Box Assignments  
 Washington, D.C. 20231

# TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 16, 2003 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 Grantor and the Secured Parties are parties to an Intellectual Property Security Agreement dated as of December 16, 2002 (the "*Security Agreement*") pursuant to which the Grantor granted the Secured Parties a security interest in all of the Grantor's right, title and interest in, to and under its Intellectual Property to secure the Grantor's obligations under the Loan Documents.

B. On December 20, 2002, the Security Agreement was recorded in the United States Patent and Trademark Office at Reel 013581, Frame 0558 for one patent application and at Reel 002636, Frame 0446 for one trademark and two trademark applications.

C. On February 21, 2003, the Notes were converted into shares of the Grantor's Series E Preferred Stock and the Grantor's obligations under the Loan Documents terminated.

D. 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, the undersigned Secured Parties, constituting the Majority Lenders, agree as follows:

1. The Secured Parties acknowledge that their security interest in the Intellectual Property was terminated when the Grantor's obligations under the Loan Documents terminated.

2. The Secured Parties agree to execute such other documents and take such other actions as may be necessary to terminate their security interest in the Intellectual Property.

3. This Termination and Release of Intellectual Property Security Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

MI:1001678.01

TRADEMARK  
REEL: 002789 FRAME: 0966

**IN WITNESS WHEREOF**, the parties have caused this Termination and Release of Intellectual Property Security Agreement to be duly executed as of the first date written above.

**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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REEL: 002789 FRAME: 0968

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Managing Member

**JAFCO AMERICA TECHNOLOGY FUND III, LP**

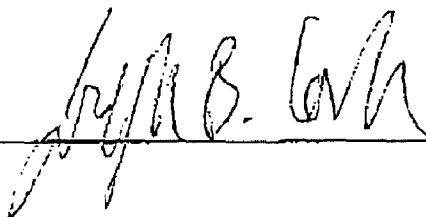
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