

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Tab settings

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

1. Name of conveying party(ies):

PrairieComm, 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: 2/11/04 and 2/17/04

2. Name and address of receiving party(ies)

Name: Greylock IX Limited Partnership

Internal

Address:

Street Address: 880 Winter Street

City: Waltham State: MA Zip: 02451

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

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) See attached
Schedule A

B. Trademark Registration No.(s) See attached
Schedule A

Additional number(s) attached: Yes No

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

Name: Michael A. Diener

Internal Address: Hale and Dorr LLP

Street Address: 60 State Street

City: Boston State: MA Zip: 02109

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 3.41).....\$ 160.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

08-0219

DO NOT USE THIS SPACE

9. Signature.

Michael A. Diener, Reg. No. 37,122
Name of Person Signing

Michael A. Diener
Signature

3-12-04
Date

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

12

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

Schedule A
(Intellectual Property Security Agreement)

Trademarks and trademark applications (USPTO) held/submitted by PrairieComm, Inc.

DESCRIPTION	<i>REGISTRATION/ APPLICATION NUMBER</i>	<i>REGISTRATION/ APPLICATION DATE</i>
Servicemark (registered)	Reg. No. 2375191	08/08/2000
Servicemark (registered)	Reg. No. 2,477,281	08/14/2001
Trademark (registered)	Reg. No. 2,479,114	08/21/2001
Trademark (registered)	Reg. No. 2,479,115	08/21/2001
Servicemark (application pending)	App. No. 75/793282	09/07/1999
Trademark (application pending)	App. No. 75/793307	09/07/1999
Trademark (application pending)	App. No. 75/793309	09/07/1999
Servicemark (application pending)	App. No. 75/793530	09/07/1999

Form **PTO-1594**

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Additional names and addresses of receiving parties

Conexant Systems, Inc.
4000 MacArthur Blvd.
Newport Beach, CA 92660-3095

Lucent Venture Partners I LLC
Room 6G-212
600 Mountain Avenue
Murray Hill, NJ 07974

Edward M. Roney IV
1070 Glencrest Drive
Inverness, IL 60010

Thomas Farmer
6884 Shearwaters Drive
Carlsbad, CA 92009

Intellectual Property Security Agreement

This Intellectual Property Security Agreement is entered into as of February ____, 2004, between Greylock IX Limited Partnership, Edward M. Roney IV, Thomas Farmer, Conexant Systems, Inc. and Lucent Venture Partners I LLC (collectively, "Lender"), and PrairieComm, Inc., an Illinois corporation ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Note Purchase and Security Agreement between Lender and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; and together with all of the other documents executed in connection therewith, the "Loan Documents"). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in, among other things, certain copyrights, trademarks and patents to secure the obligations of Grantor under the Loan Agreement. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 and sufficiency 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 Lender a security interest in all of Grantor's right, title and interest in, to and under its intellectual property Collateral, each trademark, trademark registration and trademark application listed on Schedule A hereto, together with all goodwill of the business symbolized by the trademarks, each patent and patent application listed in Schedule B attached hereto, 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, and all proceeds of each of the foregoing (including, without limitation, all license royalties and proceeds of infringement suits).

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender provided 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 Lender 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 Lender, of any or all other rights, powers or remedies.

TRADEMARK

REEL: 002812 FRAME: 0629

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:

1600 Golf Road, Suite 600
Rolling Meadows, Illinois 60008

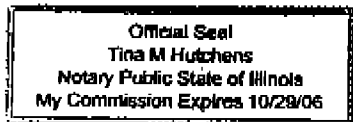
PRAIRIECOMM, INC.

By: [Signature]
Name: STEVEN BYRAM
Title: VICE PRESIDENT & CFO

^{STATE}
COMMONWEALTH OF ILLINOIS
COUNTY OF COOK

The foregoing instrument was acknowledged this 17 day of February, 2004 by Steven Byram, the VP/CFO of PrairieComm, Inc. (the "Grantor"), to be his free act and deed in said capacity and the free act and deed of the Grantor, on behalf of said Grantor, before me,

[Signature]
Notary Public
My commission expires: 10/29/06



LENDER:

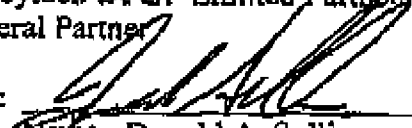
Address of Lender:

880 Winter Street
Waltham, MA 02451

GREYLOCK IX LIMITED PARTNERSHIP

By: Greylock IX GP Limited Partnership,
Its General Partner

By:

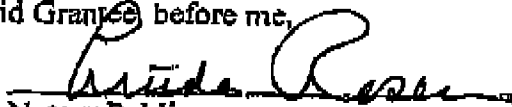


Name: Donald A. Sullivan

Title: Administrative Partner

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

The foregoing instrument was acknowledged this 17th day of February, 2004 by Donald A. Sullivan, the Administrative Partner of the general partner of Greylock IX Limited Partnership, the free act and deed of the Grantee, on behalf of said Grantee before me,



Notary Public

My commission expires:

LINDA J. ROSEN
Notary Public
My Commission Expires April 1, 2005

LENDER:

CONEXANT SYSTEMS, INC.

Address of Lender:

4000 MacArthur Blvd.
Newport Beach, CA 92660-3095

By: *Dennis E. O'Reilly*
Name: Dennis E. O'Reilly
Title: Sr. VP, General Counsel and Secretary

STATE
~~COMMONWEALTH OF~~ CALIFORNIA
COUNTY OF ORANGE

The foregoing instrument was acknowledged this 11th day of February, 2004 by
Dennis E. O'Reilly, the Sr. VP, GC & Sec of Conexant Systems, Inc., the free act
and deed of the Grantee, on behalf of said Grantee, before me,

Terrina Aprati
Notary Public
My commission expires:



Address of Lender:

Room 6G-212
600 Mountain Avenue
Murray Hill, NJ 07974

LENDER:

LUCENT VENTURE PARTNERS I LLC

By: [Signature]
Name: Peter Rokkos
Title: Vice President

COMMONWEALTH OF _____
COUNTY OF _____

The foregoing instrument was acknowledged this 17 day of February, 2004 by
Peter Rokkos the V.P. of Lucent Venture Partners I LLC, the
free act and deed of the Grantee, on behalf of said Grantee, before me.

Notary Public
My commission expires:

FEB 17 2004 2:17PM INNOVISION INC.

(847) 304-5788

p. 4

LENDER:

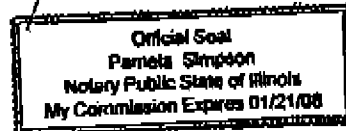
Address of Lender:


Edward M. Roney IV

STATE
~~COMMONWEALTH OF~~ ILLINOIS
COUNTY OF COOK

The foregoing instrument was acknowledged this 17 day of FEBRUARY, 2004 by
EDWARD M. RONEY IV, the free act and deed of the Grantee, on behalf of said Grantee,
before me.



Notary Public
My commission expires:



LENDER:

Address of Lender:

6884 Shearwaters Drive
Carlsbad, CA 92009


Thomas Farmer

COMMONWEALTH OF _____
COUNTY OF _____

The foregoing instrument was acknowledged this 17 day of February, 2004 by
_____, the free act and deed of the Grantee, on behalf of said
Grantee, before me,

Notary Public
My commission expires:

Schedule B
(Intellectual Property Security Agreement)

Patents and patent applications (USPTO) held/submitted by PrairieComm, Inc.

<i>DESCRIPTION</i>	<i>REGISTRATION/ APPLICATION NUMBER</i>	<i>REGISTRATION/ APPLICATION DATE</i>
Dual Modc Receiver	Patent No. 6,167,081	12/26/2000
Patching of a Read Only Memory	Patent No. 6,260,157	07/10/2001
Method and Apparatus for Reducing Current Consumption	Patent No. 6,330,234	12/11/2001
Frame Synchronizer	Patent No. 6,483,885	11/19/2002
Digital Filter Having a Fractional Rate Up Sampler	Application No. 09/624,684	07/24/2000
Receiver Having Gain Control and Narrowband Interference Detection	Application No. 09/669,015	09/25/2000
Receiver Having an Equalizing Demodulation and a Non-Equalizing Demodulator and Method for Controlling the Same	Application No. 09/716,501	11/20/2000
Blind Rate Determination	Application No. 09/733,670	12/08/2000
Signal Detection Using a CDMA Receiver	Application No. 09/791,950	02/22/2001
Multicode Receiver	Application No. 09/882,190	06/15/2001
Data Compression System	Application No. 09/941,101	08/27/2001