

10/8/03

10-14-2003



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

RE

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.

OFFICE OF PUBLIC RECORDS

103 OCT-8 AM 9:18 FINANCE SECTION

1. Name of conveying party(ies): Airnet Communications Corporation
Individual(s) Association
General Partnership Limited Partnership
Corporation-State Delaware
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Tecore, Inc.
Internal Address:
Street Address: 7165 Columbia Gateway Drive
City: Columbia State: MD Zip: 21406
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Texas
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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 08/13/03

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 2148478, 2141682, 2330487, 2374112, 2247345, 2316488
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Dana O. Lynch
Internal Address:
Whiteford, Taylor & Preston L.L.P.
Street Address: Seven Saint Paul Street
City: Baltimore State: MD Zip: 21202

6. Total number of applications and registrations involved: 8
7. Total fee (37 CFR 3.41) \$ 215.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:

10/10/2003 00000190 2148478

01 FC:0521 40.00 OP
02 FC:0522 175.00 OP

DO NOT USE THIS SPACE

Dana O. Lynch
Name of Person Signing

[Signature]
Signature

10/08/03
Date

8

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

TRADEMARK REEL: 002842 FRAME: 0633

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY - (CONTINUATION)

Document Entitled: First Amendment to Collateral Assignment of Patents, Trademarks & Copyrights

2. Additional Receiving Party:

SCP Private Equity Partners II, L.P.
300 Building
435 Devon Park Drive
Wayne, Pennsylvania 19087

Delaware Limited Partnership

4 B. Additional Trademark Registration No.(s):

2538545
2756800

1481137.v2

FIRST AMENDMENT TO
COLLATERAL ASSIGNMENT OF
PATENTS, TRADEMARKS & COPYRIGHTS

THIS FIRST AMENDMENT TO COLLATERAL ASSIGNMENT OF PATENTS, TRADEMARKS & COPYRIGHTS (this "Amendment") is made and entered into this 13 day of August, 2003, by and among AIRNET COMMUNICATIONS CORPORATION (the "Debtor"), SCP PRIVATE EQUITY PARTNERS II, L.P. ("SCP"), and TECORE, INC. ("TECORE"). SCP and TECORE shall collectively be referred to herein as the "Lenders."

RECITALS:

The parties are parties to that certain Collateral Assignment of Patents, Trademarks & Copyrights, dated January 24, 2003 (the "Collateral Assignment Agreement") pursuant to which the Debtor granted unto SCP and TECORE, as the Lenders, a security interest in and to certain Collateral. Capitalized terms used herein that are defined in the Collateral Assignment Agreement shall have the meanings defined therein.

The Lenders have, effective as of the date hereinabove set forth, extended additional credit, and made additional loans, to Debtor. The Debtor has issued to SCP a Senior Secured Convertible Note in the principal amount of \$4,000,000 (the "SCP Note"), and the Debtor has issued to TECORE a Senior Secured Convertible Note in the principal amount of \$12,000,000 (the "TECORE Note") and, together with the SCP Note, the "Convertible Notes"). The parties desire to amend the Collateral Assignment Agreement to reflect their agreement and understanding that the rights and privileges granted to the Lenders thereunder shall apply to the indebtedness evidenced by the Convertible Notes.

NOW, THEREFORE, for and in consideration of the credit extended to the Debtor by the Lenders, as reflected in the Convertible Notes, and in further consideration of the premises, and intending to be legally bound, the parties covenant and agree as follows:

1. Amendments to Collateral Assignment Agreement.

1.1 The first sentence of Section 1.1 of the Collateral Assignment Agreement is hereby amended and restated in its entirety as follows:

"Debtor hereby grants to Secured Party a first priority security interest in, and conditionally assigns, but does not transfer title to Secured Party, all of

Debtor's right, title, and interest in and to the following collateral (collectively, the "Collateral") to secure the repayment of any loans (the "Loans") under, the satisfaction of any obligations (the "Obligations") under, and the full, complete and absolute performance by Debtor of each of the terms and conditions of, the Bridge Loan Agreement, Bridge Loan Promissory Notes, Security Agreement and other loan documents dated as of January 24, 2003 between Debtor and one or both of the Secured Parties, as amended from time to time, plus the Convertible Notes and the Securities Purchase Agreement, as amended from time to time (collectively, the "Loan Agreement")."

1.2 The following new sentence is hereby added to the end of Section 1.1:

"'Securities Purchase Agreement' shall mean that certain Securities Purchase Agreement dated June 5, 2003, by and among Debtor and the Lenders, pursuant to which the Borrower issued the Convertible Notes to the Lenders."

1.3 The patents and/or patent applications described in Schedule A.1 attached hereto are hereby added to Schedule A.

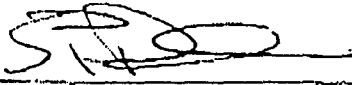
1.4 The trademarks and/or trademark applications described in Schedule B.1 attached hereto are hereby added to Schedule B.

2. Acknowledgment and Ratification. The parties hereto hereby acknowledge, confirm and ratify the terms of the Collateral Assignment Agreement, as amended by this Amendment.

3. Counterparts. The Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the day and year first hereinabove set forth.

DEBTOR:
AIRNET COMMUNICATIONS CORPORATION

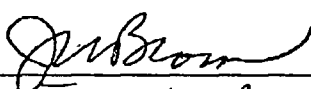
By: 
Name: STUART F. DAWELEY
Title: V.P. / C / SEC

LENDERS:

SCP PRIVATE EQUITY PARTNERS II, L.P.

By: SCP Private Equity II General Partner, L.P.,
its general partner

By: SCP Private Equity II, LLC, its manager

By: 
Name: James W. Brown
Title: Manager

TECORE, INC.

By: _____
Name: _____
Title: _____

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LENDERS:

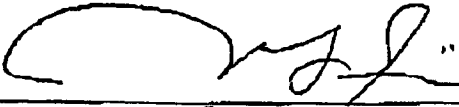
SCP PRIVATE EQUITY PARTNERS II, L.P.

By: SCP Private Equity II General Partner, L.P.,
its general partner

By: SCP Private Equity II, LLC, its manager

By: _____
Name: _____
Title: _____

TECORE, INC.

By: 
Name: JAY SALKINI
Title: PRESIDENT & CEO

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Schedule B.1

ADDITIONAL REGISTERED TRADEMARKS

Country	Mark and Class	Serial No. Reg. No.	Issue Date	Owner/Assignee
South Korea	ADAPTACELL in Classes 9, 42	2000-4196 0492281	05/02/01	AirNet Communications Corporation

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Schedule B

REGISTERED TRADEMARKS

US	AIRNET	2,148,478	4/7/98	AirNet Communications Corporation
US	AIRNET in Class 9	2,141,682	3/10/98	AirNet Communications Corporation
US	AIRNET in Class 9	2,330,487	3/21/00	AirNet Communications Corporation
US	AIRNET in Class 9	2,374,112	8/8/00	AirNet Communications Corporation
US	AIRSITE in Class 9	2,247,345	5/25/99	AirNet Communications Corporation
US	AIRNET & Design in Class 9	2,316,488	2/8/00	AirNet Communications Corporation
US	AIRNET & Design in Class 9	2,756,800	08/26/03	AirNet Communciations Corporation
US	ADAPTACELL in Class 9	2,538,545	2/12/02	AirNet Communications Corporation

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