

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Magnolia Broadband, Inc.		04/30/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	eCentury Capital Partners, L.P.
Street Address:	8270 Greensboro Drive
Internal Address:	Suite 1025
City:	McLean
State/Country:	VIRGINIA
Postal Code:	22102
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	SCP Private Equity Partners II, L.P.
Street Address:	435 Devon Park Drive
Internal Address:	Building 300
City:	Wayne
State/Country:	PENNSYLVANIA
Postal Code:	19087
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Selway Partners, LLC
Street Address:	100 Bomont Place
City:	Totowa
State/Country:	NEW JERSEY
Postal Code:	07512
Entity Type:	Limited Liability Company: NEW JERSEY

Name:	Draper Fisher Jurvetson Gotham Venture Fund, L.P.
Street Address:	132 West 31st Street
Internal Address:	Suite 1102
City:	New York

CH \$65.00 78189360

State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Draper Fisher Jurvetson Gotham Investments, LLC
Street Address:	132 West 31st Street
Internal Address:	Suite 1102
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	78189360	DIVERSITY PLUS
Serial Number:	78189350	DIVERSITY +

CORRESPONDENCE DATA

Fax Number: (703)456-8100
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 7034568133
Email: chupprich@cooley.com
Correspondent Name: Cara Hupprich
Address Line 1: 11951 Freedom Drive
Address Line 2: Cooley Godward LLP
Address Line 4: Reston, VIRGINIA 20190

ATTORNEY DOCKET NUMBER:	300218-111
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NAME OF SUBMITTER:	Cara Hupprich
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Total Attachments: 10
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 30, 2004 by and between MAGNOLIA BROADBAND, INC., a Delaware corporation (“GRANTOR”) and the secured parties listed on the signature page hereof (the “SECURED PARTIES”).

RECITALS

A. Secured Parties have made 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 Purchase Agreement, of even date hereof, by and between Grantor and Secured Parties (as the same may be amended, modified or supplemented from time to time, the “*Purchase Agreement*”). Secured Parties are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to 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 Secured Parties (as the same may be amended, modified or supplemented from time to time, the “*Security Agreement*”), Grantor has granted to 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 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 Secured Parties under the Security Agreement. The rights and remedies of 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 Secured Parties as a matter of law or equity.

Each right, power and remedy of 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 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 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.

COMPANY:

★ **MAGNOLIA BROADBAND, INC.**

By: _____

Print Name: Harve Harel

Title: CEO

Address: 64 Old Highway 22, 3rd Floor
Clinton, NJ 08809

PURCHASERS:

E CENTURY CAPITAL PARTNERS, L.P.

By: eCentury Capital, LLC,
its General Partner

By: _____

Print Name: _____

Title: _____

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 General Partner

By: _____

Print Name: _____

Title: _____

SELWAY PARTNERS, LLC

By: _____

Print Name: _____

Title: _____

**DRAPER FISHER JURVETSON GOTHAM VENTURE
FUND, L.P.**

By: _____

Print Name: _____

Title: _____

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COMPANY:

MAGNOLIA BROADBAND, INC.

By: _____

Print Name: _____

Title: _____

Address: 64 Old Highway 22, 3rd Floor
Clinton, NJ 08809

PURCHASERS:

ECENTURY CAPITAL PARTNERS, L.P.

By: eCentury Capital, LLC,
its General Partner

By: _____

Print Name: THOMAS DANN

Title: MANAGING DIRECTOR

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 General Partner

By: _____

Print Name: _____

Title: _____

SELWAY PARTNERS, LLC

By: _____

Print Name: _____

Title: _____

**DRAPER FISHER JURVETSON GOTHAM VENTURE
FUND, L.P.**

By: _____

Print Name: _____

Title: _____

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COMPANY:

MAGNOLIA BROADBAND, INC.

By: _____

Print Name: _____

Title: _____

Address: 64 Old Highway 22, 3rd Floor
Clinton, NJ 08809

PURCHASERS:

E CENTURY CAPITAL PARTNERS, L.P.

By: eCentury Capital, LLC,
its General Partner

By: _____

Print Name: _____

Title: _____

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 General Partner

By: Tom Rebar

Print Name: Tom Rebar

Title: Partner

SELWAY PARTNERS, LLC

By: Karan Eitan

Print Name: Karan Eitan

Title: CEO

**DRAPER FISHER JURVETSON GOTHAM VENTURE
FUND, L.P.**

By: _____

Print Name: _____

Title: _____

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.

COMPANY:

MAGNOLIA BROADBAND, INC.

By: _____

Print Name: _____

Title: _____

Address: 64 Old Highway 22, 3rd Floor
Clinton, NJ 08809

PURCHASERS:

E CENTURY CAPITAL PARTNERS, L.P.

By: eCentury Capital, LLC,
its General Partner

By: _____

Print Name: _____

Title: _____

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 General Partner

By: _____

Print Name: _____

Title: _____

SELWAY PARTNERS, LLC

By: _____

Print Name: _____

Title: _____

**DRAPER FISHER JURVETSON GOTHAM VENTURE
FUND, L.P.**

By: *[Signature]*

Print Name: Daniel J. Schultz

Title: Managing Member

**DRAPER FISHER JURVETSON GOTHAM INVESTMENTS,
LLC**

By: David Schultz

Print Name: DAVID S. SCHULTZ

Title: MANAGING MEMBER

EXHIBIT A
COPYRIGHTS

none

EXHIBIT B**PATENTS**

Description	Registration/ Application Number	Registration/ Application Date
Communication Device with Smart Antenna using a Quality-Indication Signal	60/294290 (US Provisional Application No.) 10/141342 (US Non-provisional Application No.)	
Communicating Signals According to a Quality Indicator Using Multiple Antenna Elements	10/766244	1/26/04
Processing Diversity Signals Using a Delay	10/696988	10/30/03
Amplifying Diversity Signals Using Power Amplifiers	10/695226	10/28/03
Adjusting A Signal At a Diversity System	10/766244	12/16/03
Determining Uplink Channel Estimates Using Phase Offsets	60/486587	US Filing Due 7/11/04
Method and System for Adaptively Combining Signals	10/334205	12/30/02
Smart Antenna Based Spectrum Multiplexing Using a Pilot Signal	10/082351	2/26/02
Smart Antenna Based Spectrum Multiplexing Using a Pilot Signal OFDM	10/131612	4/25/02
Determining Downlink Channel Estimates Using Phase Offset Introduced at a Mobile System	TBA (60/462625)	4/14/04

EXHIBIT C

TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
Diversity Plus,	Published/78189360	November 27, 2002
Diversity +	Published/78189350	November 27, 2002

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5/5/04 11:02 AM (36996.1003)