

10/20/03

10-22-2003



Form PTO-1594 (Rev. 6-93)

RECOR

ET

U.S. DEPARTMENT OF COMMERCE

OMB No. 0651-0011 (exp. 4/94)

102581230

Patent and Trademark Office

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

1. Name of conveying party(ies):

COM Holdings LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation: State of _____
 Other: Limited Liability Company of the State of Washington

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

2. Name and address of receiving party(ies):

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

Individual(s) Association
 General Partnership Limited Partnership
 Corporation: State of Delaware
 Other _____

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Agreement
 Execution Date: October 15, 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>76092033 (NEXTNET WIRELESS)</u> <u>75917602 (EXPEDIENCE)</u>	2559297 (NEXTNET)

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

2003 OCT 20 PM 1:20
 APR/FINANCE

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

Enclosed
 Authorized to be charged to deposit account for underpayment

10/21/2003 LMJELLER 00000311 76092033

01 FC:0521 40.00 OP
 02 FC:0522 50.00 OP

8. Deposit Account number: 06-0029

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 *Karl Schwappach* October 17, 2003
 Name of person signing Signature Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:
 Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office,
 P. O. Box 1450, Alexandria, VA 22313-1450

TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 15, 2003 by and between NEXTNET WIRELESS, INC., a Delaware corporation ("GRANTOR"), and COM HOLDINGS, LLC ("PURCHASER").

RECITALS

A. The Grantor and the Purchaser are parties to an Intellectual Property Security Agreement dated as of August 27, 2003 (the "*IP Security Agreement*") pursuant to which the Grantor granted the Purchaser a security interest in all of the Grantor's right, title and interest in, to and under its intellectual property (the "*Collateral*") to secure the Grantor's obligations under the Purchase Agreement and the Note.

B. On September 4, 2003, the IP Security Agreement was recorded in the United States Patent and Trademark Office at Reel 013946, Frame 0058 for one patent application and at Reel 002712 Frame 0198 for one trademark and two trademark applications.

C. On the date hereof, the Notes were converted into shares of the Grantor's Series E Preferred Stock, with the accrued interest and fractional shares being paid in cash, and the Grantor's obligations under the Purchase Agreement and Note are terminated.

D. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the IP Security Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Purchaser agrees as follows:

1. The Purchaser acknowledge that its security interest in the Collateral is terminated in connection with the termination of the Grantor's obligations under the Purchase Agreement and Note.

2. The Purchaser agree to execute such other documents and take such other actions as may be necessary to terminate their security interest in the Collateral.

MI:1035041.03

TRADEMARK
REEL: 002847 FRAME: 0574

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

COM HOLDINGS, LLC

By Its Manager, Eagle River, Inc.

By:



Name: Brian Marcinek, Vice President
(print)

0003/003

EAGLE RIVER

10/10/03 08:04 FAX 4258288080

RECORDED: 10/20/2003

TRADEMARK
REEL: 002847 FRAME: 0575